

Ciner Resource Partners LLC

Charter of the Conflicts Committee of the Board of Directors

(Adopted effective February 10, 2017)

The Board of Directors (the “Board”) of Ciner Resource Partners LLC (the “General Partner”), acting in its capacity as the general partner of Ciner Resources LP (the “Partnership” and, together with its subsidiaries and the General Partner, “Ciner Resources”), has established the Conflicts Committee of the Board (the “Conflicts Committee” or the “Committee”) with the authority, responsibility and specific duties as described in its charter, and in the First Amended and Restated Agreement of Limited Partnership of the Partnership, as may be amended from time to time (the “Partnership Agreement”), the Amended and Restated Limited Liability Company Agreement of the General Partner, as may be amended from time to time (the “LLC Agreement”) and the Omnibus Agreement (as defined in the Partnership Agreement), as may be amended from time to time (the “Omnibus Agreement”). Effective upon approval by the Board on the date set forth above, this Conflicts Committee Charter will supersede the previously existing charter of the Conflicts Committee in its entirety. Capitalized terms not otherwise defined herein shall have the meanings given such terms in the Partnership Agreement.

I. Statement of Purpose and Authority

The purpose of this Conflicts Committee Charter is to document the scope of the authority, responsibility and specific duties of the Conflicts Committee. The purposes of the Conflicts Committee are to fulfill the responsibilities set forth in the Partnership Agreement, the LLC Agreement and the Omnibus Agreement, as well as the other duties delegated by the Board to the Committee that relate to potential conflicts of interest between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Group Member or any Partner, on the other hand. This Charter is not intended to bind the Board in any particular circumstance or to affect the Board’s obligations or authority under the Partnership Agreement, the LLC Agreement, the Omnibus Agreement, the New York Stock Exchange rules or applicable laws and regulations.

The Committee is delegated all authority of the Board as may be required or advisable to fulfill the purposes of the Committee. The Committee shall act on an informed basis and in accordance with the applicable standards of conduct set forth in the Partnership Agreement and the LLC Agreement.

II. Organization

The Conflicts Committee shall be composed entirely of two or more directors, each of whom:

- (a) is not an officer or employee of the General Partner;

- (b) is not a director, officer or employee of any Affiliate of the General Partner (other than Group Members);
- (c) is not a holder of any ownership interest in the General Partner or any of its Affiliates, including Group Members, other than (i) Common Units and (ii) awards that are granted to such director in his capacity as a director under any long-term incentive plan, equity compensation plan or similar plan implemented by the General Partner or the Partnership; and
- (d) is determined by the Board to be independent under the independence standards for directors who serve on an audit committee of a board of directors established by the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder and by the New York Stock Exchange.

The Board shall appoint the Conflicts Committee members; members shall serve until their successors shall be duly elected and qualified. Any vacancy on the Committee shall be filled by, and any member of the Committee may be removed by, an affirmative vote of a majority of the Board. The Board shall appoint one member of the Committee as “Chairperson,” who shall be responsible for leadership of the Committee, including presiding over meetings, making committee assignments and reporting to the Board. The Chairperson of the Conflicts Committee shall report on activities of the Committee to the full Board. If the Board shall fail to elect a Chairperson, or should the Chairperson be absent or unavailable to serve at a meeting, then the Committee may designate a member of the Committee to serve as Chair pro tempore for the meeting by majority vote of the members of the Committee present at the meeting. The Committee may form, and delegate some or all of its authority to, subcommittees when it deems appropriate.

III. Committee Responsibility and Duties

Without limiting the generality of the Committee’s purposes, the Committee shall have the following responsibilities:

1. If requested by the Board, investigate, review, evaluate and act upon any potential conflicts of interest between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Group Member or any Partner, on the other hand. The Committee shall report the results of its consideration of any such conflict of interest to the Board. Approval of any such conflict of interest shall constitute Special Approval of such matter and no other action of the Board shall be required to approve such matter.
2. Carry out any other duties of the Committee as set forth in the Partnership Agreement, the LLC Agreement or the Omnibus Agreement or delegated by the Board that relate to potential conflicts of interest between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Group Member or any Partner, on the other hand.

IV. Procedures

The Committee shall meet as frequently as circumstances dictate. Meetings of the Committee may be held in person or by telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and otherwise shall be held in accordance with the LLC Agreement. The Committee shall maintain minutes of its meetings and make oral or written reports to the Board, directly or through its Chairperson, of its actions and any recommendations to the Board. The Committee may determine additional rules and procedures, including designation of a Chairperson pro tempore in the absence of its Chairperson and designation of a secretary of the Committee at any meeting thereof.

Meetings may, at the discretion of the Committee, include non-independent directors, members of management, Advisers (as defined below), representatives of the independent registered public accounting firm, the internal auditor, any other financial personnel employed or retained by the Ciner Resources or any other persons whose presence the Committee believes to be necessary or appropriate. Those in attendance may observe meetings of the Committee, but shall not participate in any discussion or deliberation unless invited to do so by the Committee, and in any event shall not be entitled to vote. Notwithstanding the foregoing, the Committee may also exclude from its meetings any persons it deems appropriate, including, but not limited to, any director that is not a member of the Committee.

Fifty percent or more of all Committee members shall constitute a quorum. The effectiveness of any vote, consent or other action of the Committee in respect of any matter shall require either (i) the presence of a quorum and the affirmative vote of at least a majority of the Committee members present or (ii) the written consent (in lieu of meeting) of the Committee members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the Committee at which all Committee members entitled to vote thereon were present and voted.

V. Resources

The Committee shall have the resources and authority appropriate to discharge its duties and responsibility, including the authority to engage independent legal, accounting, financial or other advisers or consultants and other service providers (together, "Advisers," and each an "Adviser") to assist in the evaluation of conflicts matters. The Committee shall have sole authority to retain and terminate any such Advisers, including sole authority to approve an Adviser's fees and other retention terms. Ciner Resources shall provide appropriate funding, as determined by the Conflicts Committee, for (i) payment of such Advisers and (ii) payment of ordinary administrative expenses of the Conflicts Committee that are necessary or appropriate in carrying out its duties. The Conflicts Committee is empowered to inquire into any matter it considers appropriate to carry out its responsibilities with full access to all books, records, facilities and personnel of the General Partner and Partnership Group.

VI. Posting Requirement

The Partnership shall make this Conflict Committee Charter available on or through its website. In addition, the Partnership shall disclose in its Annual Report on Form 10-K that a copy of this Conflicts Committee Charter is available on its website and provide the website address.

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While the Conflicts Committee members have the duties and responsibilities set forth in this Conflicts Committee Charter, nothing contained in this Conflicts Committee Charter is intended to create, or should be construed as creating, any responsibility or liability of the Conflicts Committee members, except to the extent otherwise provided under applicable federal or state law.