

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **September 29, 2017**

WESTMORELAND RESOURCE PARTNERS, LP
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-34815
(Commission
File Number)

77-0695453
(I.R.S. Employer
Identification No.)

**9540 South Maroon Circle,
Suite 300
Englewood, CO**
(Address of Principal Executive Offices)

80112
(Zip Code)

Registrant's telephone number, including area code: **(855) 922-6463**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

Item 1.01. Entry into a Material Definitive Agreement.

Amendment No. 3 to the Services Agreement

On September 29, 2017, Westmoreland Resource Partners, LP ("Partnership") and Westmoreland Resources GP, LLC, the general partner of the Partnership ("General Partner"), entered into a third amendment (the "Amendment") to the Services Agreement dated as of January 1, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Services Agreement"), by and between the Partnership and General Partner. The Amendment modified the term of the Services Agreement to extend the current term end date from January 31, 2018 to March 31, 2018. The term of the Services Agreement automatically renews upon the end of term for successive 12-month periods unless either party gives written notice no less than 120 days prior to the end of the current term of the Services Agreement.

The foregoing description of the Amendment is qualified in its entirety by reference to the terms of the Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 3 to the Services Agreement, dated September 29, 2017, by and between Westmoreland Resource Partners, LP and Westmoreland Resources GP, LLC

SIGNATURE

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 hereunto duly authorized.

WESTMORELAND RESOURCE PARTNERS, LP

Date: September 29, 2017

By: /s/ Samuel N. Hagreen

Samuel N. Hagreen
Corporate Secretary and
Associate General Counsel

EXHIBIT INDEX

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10.1	Amendment No. 3 to the Services Agreement, dated September 29, 2017, by and between Westmoreland Resource Partners, LP and Westmoreland Resources GP, LLC

AMENDMENT NO. 3 TO SERVICES AGREEMENT

AMENDMENT NO. 3 TO SERVICES AGREEMENT, dated as of September 29, 2017 (this "Agreement"), by and between WESTMORELAND RESOURCE PARTNERS, LP, a limited partnership organized under the laws of the State of Delaware ("WMLP"), and WESTMORELAND RESOURCES GP, LLC, a limited liability company organized under the laws of Delaware ("GP") and each of WMLP and GP referred to individually as a "Party" or collectively as the "Parties").

RECITALS:

WHEREAS, reference is hereby made to the Services Agreement, dated as of January 1, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Services Agreement"), by and between the Parties (capitalized terms used but not defined herein having the respective meanings provided for such terms in the Services Agreement); and

WHEREAS, the Parties have agreed to amend the Services Agreement in certain respects as set forth in Section 1 below in accordance with the Services Agreement.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the Parties agree as follows:

Effective as of the Effective Date, Section 5.4 of the Services Agreement is hereby amended and restated as follows:

"Section 5.4 Term. This Agreement shall remain in full force and effect until December 31, 2015, at which time this Agreement shall automatically evergreen and renew for successive 12-month terms, except for the term commencing on January 1, 2017, which shall continue until March 31, 2018, unless either party gives written notice no less than 120 days prior to the end of the current term of this Agreement."

1. **Effective Date.** This Agreement will become effective on the date first written above (the "Effective Date").
2. **Reaffirmation of the Parties.** Each Party hereby consents to the amendment of the Services Agreement effected hereby and confirms and agrees that, notwithstanding the effectiveness of this Agreement, the obligations of such Party contained in the Services Agreement, this Agreement or in any other related agreement to which it is a party are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, in each case as amended by this Agreement.
3. **Entire Agreement.** The Services Agreement as amended by this Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and thereof and supersedes all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.
4. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. SECTION 5.1 OF THE SERVICES AGREEMENT IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT MUTATIS MUTANDIS AND SHALL APPLY HERETO.
5. **Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering

invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

6. **Counterparts.** This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[signature pages to follow]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Agreement as of the date first set forth above.

WESTMORELAND RESOURCES GP, LLC

By: /s/ Nathan M. Troup

Name: Nathan M. Troup

Title: Secretary & Associate General Counsel

WESTMORELAND RESOURCE PARTNERS, LP

By: Westmoreland Resources GP, LLC

By: /s/ Samuel N. Hagreen

Name: Samuel N. Hagreen

Title: Secretary & Associate General Counsel