

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	Chapter 11
)	
WESTMORELAND COAL COMPANY, <i>et al.</i> , ¹)	Case No. 18-35672 (DRJ)
)	
Debtors.)	(Jointly Administered)
)	

**NOTICE OF (A) DEADLINE TO CAST VOTES TO ACCEPT OR REJECT JOINT
CHAPTER 11 PLAN FOR THE WMLP DEBTORS, (B) COMBINED HEARING TO
CONSIDER APPROVAL OF DISCLOSURE STATEMENT RELATED THERETO, AND
(C) RELATED MATTERS AND PROCEDURES**

Court Approval of the Disclosure Statement and the Solicitation Procedures

On March 18, 2019, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. 1620] (the “Disclosure Statement Order”) that conditionally approved the Amended Disclosure Statement with Respect to Joint Plan of Liquidation for the WMLP Debtors [Docket No. 1617] (as may be amended from time to time and including all exhibits and supplements thereto, the “WMLP Disclosure Statement”), as containing adequate information, as required under § 1125(a) of title 11 of the United States Code (the “Bankruptcy Code”), for the purposes of solicitation, and authorized the WMLP Debtors² to solicit votes with regard to the acceptance or rejection of the Joint Plan of Liquidation for the WMLP Debtors [Docket No. 1612] (as may be amended from time to time and including all exhibits and supplements thereto, the “WMLP Plan”).³

Voting Record Date

The Voting Record Date for purposes of determining (a) which Holders of Claims are entitled to vote on the WMLP Plan and (b) whether Claims have been properly transferred to an

¹ Due to the large number of debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the debtors’ claims and noticing agent in these chapter 11 cases at www.donlinrecano.com/westmoreland. Westmoreland Coal Company’s service address for the purposes of these chapter 11 cases is 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112.

² The “WMLP Debtors” consist of the following entities: Westmoreland Resources GP, LLC; Westmoreland Resource Partners, LP; Westmoreland Kemmerer, LLC; Westmoreland Kemmerer Fee Coal Holdings, LLC; Oxford Mining Company, LLC; Harrison Resources, LLC; Oxford Mining Company-Kentucky, LLC; Daron Coal Company, LLC; and Oxford Conesville, LLC.

³ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement Order, the WMLP Disclosure Statement, or the WMLP Plan, as applicable

assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim was March 15, 2019.

Voting Deadline

If you held a Claim against the WMLP Debtors as of the Voting Record Date, and are entitled to vote on the WMLP Plan, you have received a Ballot and voting instructions appropriate for your Claim(s). For your vote to be counted in connection with Confirmation of the WMLP Plan, you must follow the appropriate voting instructions, complete all required information on the Ballot, as applicable, and execute and return the completed Ballot so that it is actually received by the Notice and Solicitation Agent in accordance with the voting instructions by **April 17, 2019, at 4:00 p.m. (prevailing Central Time)** (the “Voting Deadline”). Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the WMLP Plan.

Objections to the Final Approval of WMLP Disclosure Statement WMLP Plan

The Court has established **April 17, 2019, at 5:00 p.m. (prevailing Central Time)**, as the deadline for filing and serving objections to the Confirmation of the WMLP Plan (the “Plan Objection Deadline”). Any objection to the WMLP Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest; (d) state with particularity the basis and nature of any objection to the WMLP Plan, (e) propose a modification to the WMLP Plan that would resolve such objection (if applicable); and (f) be filed, contemporaneously with a proof of service, with the Court and served, **so that it is actually received no later than the Plan Objection Deadline**, on Jones Day at 901 Lakeside Avenue, Cleveland, Ohio, 44141, Attn: Heather Lennox and Oliver S. Zeltner, Jones Day at 77 West Wacker, Chicago, Illinois, 60601, and Jackson Walker LLP at 1401 McKinney Suite 1900, Houston, Texas, 77010, Attn.: Matthew D. Cavanaugh (mcavanaugh@jw.com), Bruce J. Ruzinsky (bruzinsky@jw.com), and Jennifer F. Wertz (jwertz@jw.com), and each of the entities on the Master Service List and available on the Court’s website at www.txs.uscourts.gov/bankruptcy.

Combined Hearing

A hearing to approve the adequacy of the WMLP Disclosure Statement and confirm the WMLP Plan (the “Combined Hearing”) will commence on **April 24, 2019, at 9:30 a.m. (prevailing Central Time)**, before the United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of Texas before the Honorable David R. Jones, Chief Judge, at 515 Rusk Street, Houston, Texas 77002. Please be advised that the Combined Hearing may be continued from time-to-time by the Court or the WMLP Debtors without further notice other than by such continuance being announced in open court or by a notice of continuance or reset being filed with the Court and served on parties entitled to notice under Bankruptcy Rule 2002 or otherwise. In accordance with the WMLP Plan, the WMLP Plan may be modified, if necessary, before, during, or as a result of the Combined Hearing without further action by the WMLP Debtors and without further notice to or action, order, or approval of the Court or any other Entity.

Plan Supplement

The WMLP Debtors intend to file a Plan Supplement **on or before April 17, 2019**, that may include, among other things, the list of Executory Contracts and Unexpired Leases to be assumed consistent with Art. IV of the WMLP Plan. The WMLP Debtors do not intend to serve copies of the Plan Supplement on all parties-in-interest in these chapter 11 cases; the Plan Supplement, however, may be obtained from the Notice and Solicitation Agent. In connection with the filing the Plan Supplement, the WMLP Debtors will send a separate notice advising applicable counterparties to Executory Contracts and Unexpired Leases listed in the Plan Supplement that their respective contracts or leases are being assumed, assumed and assigned, or rejected under the Plan, and if assumed or assumed and assigned, the proposed amount of Cure Amount Claims. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption and assignment, or the related amount of the Cure Amount Claim, must be Filed, served, and actually received by the WMLP Debtors at (1) **11:59 p.m. (prevailing Central Time) on or before April 17, 2019** (the “Cure Objection Deadline”); or (2) seven days after receiving notice of any amendment, modification or supplement to Exhibit IV.A to the WMLP Plan.

Inquiries

Holders of Claims that are entitled to vote on the WMLP Plan shall receive a Solicitation Package. Further copies of the Solicitation Package may be obtained by (a) accessing the Notice and Solicitation Agent’s website at <http://www.donlinrecano.com/westmoreland>, (b) writing to the Notice and Solicitation Agent at Donlin, Recano & Company, Inc. Re: Westmoreland Coal Company, 6201 15th Avenue, Brooklyn, New York, 11219, (c) calling the Notice and Solicitation Agent’s toll-free information line with respect to the WMLP Debtors at (800) 499-8519 (U.S. and Canada) or (212) 771-1128 (International), and/or (d) visiting the website maintained by the Court at <http://www.txs.uscourts.gov/bankruptcy>.

Release, Exculpation, and Injunction Language in the Plan

Please be advised that Article III.I and Article VII of the WMLP Plan contains the following release, exculpation, and injunction provisions:

RELEASE OF LIENS. EXCEPT AS OTHERWISE PROVIDED IN THIS PLAN OR IN ANY CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT ENTERED INTO OR DELIVERED IN CONNECTION WITH THIS PLAN, ON THE EFFECTIVE DATE AND CONCURRENTLY WITH THE APPLICABLE DISTRIBUTIONS MADE PURSUANT TO THIS PLAN, ALL LIENS ON THE PROPERTY OF ANY WMLP DEBTORS' ESTATE SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL OF THE RIGHT, TITLE AND INTEREST OF ANY HOLDER OF SUCH LIENS SHALL BE RELEASED AND DISCHARGED UPON SUCH HOLDER RECEIVING ITS DISTRIBUTION IN ACCORDANCE WITH THE TERMS OF THIS PLAN.

RELEASES BY THE WMLP DEBTORS. Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the WMLP Debtors and their Estates from any and all Claims and Causes of Action, including any derivative claims asserted on behalf of the WMLP Debtors, that the WMLP Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a WMLP Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the WMLP Debtors, the WMLP Debtors' capital structure, the assertion or enforcement of rights and remedies against the WMLP Debtors, the WMLP Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a WMLP Debtor and another WMLP Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Asset Sales, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for any claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases herein, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the releases herein are: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the releases herein; (iii) in the best interests of the WMLP Debtors and all Holders of Claims and Interests; (iv) fair, equitable and reasonable; (v) given and made after reasonable investigation by the WMLP Debtors and after notice and opportunity for hearing; and (vi) a bar to any of the WMLP Debtors or their Estates asserting any claim released by the releases herein against any of the Released Parties.

RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. As of the Effective Date, except as otherwise provided herein, each Releasing Party is deemed to have released and discharged each WMLP Debtor and Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted on behalf of the WMLP Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the WMLP Debtors, the WMLP Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a WMLP Debtor and another WMLP Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Asset Sales, or any Dissolution Transaction,

contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for any claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases herein, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the releases herein are: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the releases herein; (iii) in the best interests of the WMLP Debtors and all Holders of Claims and Interests; (iv) fair, equitable and reasonable; (v) given and made after reasonable investigation and after notice and opportunity for hearing; and (vi) a bar to any of the Releasing Parties asserting any claim released by the releases herein against any of the Released Parties.

EXCULPATION. Except as otherwise specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the Disclosure Statement, this Plan, the Intercompany Settlement, the WMLP Committee Settlement, the Asset Sales or any Dissolution Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the Intercompany Settlement, the WMLP Committee Settlement, the Asset Sales, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

Notwithstanding anything herein to the contrary, nothing in the foregoing paragraph shall exculpate any Person or Entity from any liability resulting from any act or omission constituting fraud, willful misconduct, gross negligence, criminal conduct, malpractice, misuse of commercially sensitive confidential information for

competitive purposes that causes damages, or ultra vires acts as determined by a Final Order.

INJUNCTION. Except as otherwise expressly provided in this Plan or for Distributions required to be paid or delivered pursuant to this Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to this Plan shall be discharged pursuant to this Plan, or are subject to exculpation pursuant to section VII.F.3 of this Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the WMLP Debtors, the Released Parties or the Exculpated Parties (to the extent of the exculpation provided pursuant to section VII.F.3 of this Plan with respect to the Exculpated Parties): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to this Plan.

EXCLUSIONS. Notwithstanding anything to the contrary in Section VII.F of the Plan or any other provision of the Plan, except as expressly released, discharged or enjoined under the Intercompany Settlement Order or the WMLP Committee Settlement Order, the release, injunction, exculpation and other provisions with similar effect in the Plan: (a) do not release, discharge, exculpate or enjoin any post-Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan; (c) shall exclude (and nothing in the Plan, the Confirmation Order or any document related to the foregoing releases, discharges, exculpates or enjoins), (i) any Claim, Cause of Action and/or obligation arising under the Intercompany Settlement Order or any document, agreement or transaction entered into pursuant thereto (including the WMLP TSA), (ii) any Claim, Cause of Action and/or obligation arising under the WMLP Committee Settlement Order or any document, agreement or transaction entered into pursuant thereto or after the entry of the WMLP Committee Settlement

Order related to obligations thereunder and/or (iii) any Claim, Cause of Action and/or obligation arising after the entry of the Intercompany Settlement Order

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Dated: March 18, 2019
Houston, TX

/s/ Matthew D. Cavanaugh

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