

**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 TO CONTRACT COUNTERPARTIES OF
POSSIBLE REJECTION, ASSUMPTION, OR ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH THE WMLP DEBTORS.

PLEASE TAKE NOTICE THAT 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, among other things: (a) conditionally approved the Amended Disclosure Statement with Respect to Joint Plan of Liquidation for the WMLP Debtors [Docket No. 1617] (as may be amended or supplemented 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”); and (b) 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 or supplemented from time to time and including all exhibits and supplements thereto, the “WMLP Plan”).³

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 ascribed to them in the WMLP Plan, the WMLP Disclosure Statement, or Disclosure Statement Order, as applicable.

PLEASE TAKE FURTHER NOTICE that the 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)**.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are a party to a contract or lease with the WMLP Debtors that may be an Executory Contract or Unexpired Lease. Your rights may be affected by the WMLP Plan. Enclosed with this notice is the Confirmation Hearing Notice.

PLEASE TAKE FURTHER NOTICE that **your status as a counterparty to an Executory Contract or an Unexpired Lease, in and of itself, does not entitle you to vote to accept or reject the WMLP Plan at this time.** Accordingly, this notice and the Confirmation Hearing Notice are being sent to you for informational purposes only. If you are entitled to vote, you will receive a Ballot and voting instructions.

PLEASE TAKE FURTHER NOTICE that on the Effective Date, except as otherwise provided in the WMLP Plan, each of the WMLP Debtors' Executory Contracts and Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court shall be deemed rejected as of the Effective Date in accordance with the provisions and requirements of §§ 365 and 1123 of the Bankruptcy Code, except for any Executory Contract or Unexpired Lease (1) identified on a Plan Supplement as an Executory Contract or Unexpired Lease designated for assumption and assignment to the Liquidation Trust, (2) that is the subject of a separate motion or notice to assume or reject Filed by a WMLP Debtor and pending as of the Confirmation Hearing or (3) that previously expired or terminated pursuant to its own terms. Except as otherwise agreed to by the WMLP Debtors and the counterparty to an Executory Contract or Unexpired Lease, unless otherwise assumed by the WMLP Debtors and assigned to the Liquidation Trust, any Executory Contract or Unexpired Lease that remains, as of the Effective Date, the subject of a pending notice of proposed or potential assumption and assignment issued in connection with any Asset Sale shall be deemed rejected as of such date to the extent not assumed and assigned to the applicable purchaser in connection with such Asset Sale. The WMLP Debtors will file a Plan Supplement on or before **April 17, 2019**, identifying such Executory Contracts and Unexpired Leases that the WMLP Debtors may assume and assign, and proposed Cure Amounts.

PLEASE TAKE FURTHER NOTICE that if you object to the proposed assumption or assumption and assignment or disagree with the proposed Cure Amount, you must file an objection with the Bankruptcy Court and serve it **no later than 11:59 p.m. (prevailing Central Time) on April 17, 2019** (the “Cure Objection Deadline”), on the following parties: (i) Jones Day, 901 Lakeside Avenue, Cleveland, Ohio, 44114, Attn: Heather Lennox and Oliver S. Zeltner, and Jones Day, 77 West Wacker, Chicago, Illinois, 60601; (ii) Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn.: Matthew D. Cavanaugh, Bruce J. Ruzinsky, and Jennifer F. Wertz; and (iii) each of the entities listed on the Master Service List (available on the Notice and Solicitation Agent’s website at <http://www.donlinrecano.com/westmoreland> or the Court’s website at <http://www.txs.uscourts.gov/bankruptcy>).

PLEASE TAKE FURTHER NOTICE 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 on the

later of: (1) **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. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption and assignment or Cure Amount Claim will be deemed to have assented to such assumption and assignment or Cure Amount Claim.

PLEASE TAKE FURTHER NOTICE THAT payment of the Allowed Cure Amount Claim upon the assumption and assignment of any Executory Contract or Unexpired Lease pursuant to the WMLP Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, under such Executory Contract or Unexpired Lease occurring at any time prior to the effective date of the assumption and assignment. Any proofs of claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed and assigned and with respect to which the Allowed Cure Amount Claim has been paid shall be deemed disallowed and expunged without further notice, action, order or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that except as otherwise previously approved by an order of the Bankruptcy Court, confirmation of the WMLP Plan through entry of the Confirmation Order by the Bankruptcy Court shall constitute an order, pursuant to §§ 365(a) and 1123 of the Bankruptcy Code, approving the assumptions and assignments and the rejections of such Executory Contracts and Unexpired Leases. Unless otherwise indicated in the WMLP Plan, such assumptions and assignments, and rejections, of Executory Contracts and Unexpired Leases pursuant to the WMLP Plan shall be effective as of the Effective Date of the WMLP Plan. Each Executory Contract or Unexpired Lease assumed pursuant to the WMLP Plan or by Bankruptcy Court order and not assigned to a third party on or before the Effective Date of the WMLP Plan shall vest in and be fully enforceable by the Liquidation Trust in accordance with its terms, except as such terms may have been modified by the provisions of the WMLP Plan or any order of the Bankruptcy Court authorizing its assumption pursuant to § 365 of the Bankruptcy Code; provided that if an assignment is pending as of the Effective Date, the Liquidation Trustee shall be authorized to take any and all actions necessary to implement such assignment.

PLEASE TAKE FURTHER NOTICE if the WMLP Debtors reject an Executory Contract(s) or Unexpired Lease(s) to which you are a counterparty, you may be entitled to an unsecured claim for which a Proof of Claim must be filed. Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court within thirty (30) calendar days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the WMLP Debtors, their Estates, or property of the foregoing parties without the need for any objection by the Debtors or the Liquidating Trustee, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court. Claims arising from the rejection of the WMLP Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article II of the WMLP Plan, as applicable.

PLEASE TAKE FURTHER NOTICE that if you are a holder of a Claim in a Voting Class as of the Voting Record Date, you shall receive a Solicitation Package in accordance with the Solicitation Procedures. The Plan Supplement, the WMLP Disclosure Statement, the Disclosure Statement Order, the WMLP Plan, and any documents and materials included in the Solicitation Package may be obtained by contacting Donlin, Recano & Company (“DRC”), the notice and solicitation agent retained by the Debtors in these chapter 11 cases, 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, or (c) calling the Notice and Solicitation Agent’s toll-free information line with respect to the Debtors at (800) 499-8519 (U.S. and Canada) or (212) 771-1128 (International). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.txs.uscourts.gov/bankruptcy>.

PLEASE REVIEW THE WMLP PLAN, THE WMLP DISCLOSURE STATEMENT, AND THE PLAN SUPPLEMENT FOR DETAILS REGARDING THE POSSIBLE ASSUMPTION, ASSUMPTION AND ASSIGNMENT, AND REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE WMLP PLAN AND THE WMLP PLAN’S TREATMENT OF YOUR EXECUTORY CONTRACT OR UNEXPIRED LEASE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT THE WMLP DEBTORS’ NOTICE AND SOLICITATION AGENT AT THE ABOVE INSTRUCTIONS.

Dated: March 18, 2019
Houston, TX

/s/ Matthew D. Cavanaugh

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