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**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)
)	

JOINT PLAN OF LIQUIDATION FOR THE WMLP DEBTORS

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 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.

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INTRODUCTION

The WMLP Debtors (as defined below) propose the following joint plan of liquidation for the resolution of the outstanding claims against and equity interests in the WMLP Debtors. The WMLP Debtors are the proponents of this Plan (as defined below) within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the *Disclosure Statement with Respect to Joint Plan of Liquidation for the WMLP Debtors*, distributed contemporaneously with this Plan, for a discussion of the WMLP Debtors' history, business, results of operations, historical financial information, projections and properties and for a summary and analysis of this Plan. Other agreements and documents supplement this Plan and have been or will be Filed with the Bankruptcy Court. These supplemental agreements and documents are referenced in this Plan and the Disclosure Statement and will be available for review.

ARTICLE I DEFINED TERMS, RULES OF INTERPRETATION AND COMPUTATION OF TIME

A. Defined Terms

Capitalized terms used in this Plan have the meanings set forth in this Section I.A. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules.

1. "503(b)(9) Claim" means a Claim against a WMLP Debtor or its Estate pursuant to section 503(b)(9) of the Bankruptcy Code for the value of goods received by the WMLP Debtors in the 20 days immediately prior to the Petition Date and sold to the WMLP Debtors in the ordinary course of the WMLP Debtors' business.

2. "Administrative Expense Claim" means a Claim against a WMLP Debtor or its Estate incurred after the Petition Date and through the Effective Date for costs or expenses of administration of such Estates pursuant to sections 364(c)(1), 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the WMLP Debtors; (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses awarded or allowed under sections 330(a) or 331 of the Bankruptcy Code, including Professional Fee Claims; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930. For the avoidance of doubt, the WMLP Committee Settlement Claims shall not be treated as Administrative Expense Claims.

3. "Affiliate" has the meaning set forth in section 101(2) of the Bankruptcy Code. With respect to any Person that is not a Debtor, the term "Affiliate" shall apply to such Person as if the Person were a Debtor.

4. "Allowed" means with respect to Claims against any of the WMLP Debtors, except as otherwise provided herein: (a) any Claim (i) for which a proof of Claim or request for payment of an Administrative Expense Claim has been timely Filed on or before the applicable Bar Date (or for which a proof of Claim or request for payment of an Administrative Expense Claim is not required to be Filed pursuant to this Plan, the Bankruptcy Code, the Bar Date Order or a Final Order) or (ii) that is identified in the Schedules as of the Effective Date as not disputed, not contingent and not unliquidated, and for which no proof of Claim has been timely Filed; provided that, in each case, any such Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been Filed by the Claims Objection Bar Date or such an objection has been Filed and the Claim thereafter has been Allowed by a Final Order; (b) any Claim expressly deemed allowed by the Plan or allowed by a Final Order of the Bankruptcy Court (including pursuant to any stipulation or settlement agreement approved by the Bankruptcy Court); or (c) that is allowed in any Stipulation of Amount and Nature of Claim executed by the Claim Holder and either the applicable WMLP Debtor or the Liquidation Trust and, if prior to the Effective Date, approved by the Bankruptcy Court. Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered Allowed Claims. Notwithstanding anything to the contrary herein, no Claim of any Entity from which property is recoverable under sections 542, 543, 550 or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be deemed Allowed, unless and until such Entity or transferee has paid the

amount, or turned over any such property, for which such Entity or transferee is liable under sections 522(i), 542, 543, 550 or 553 of the Bankruptcy Code. "Allow" and "Allowing" shall have correlative meanings.

5. "Asset Sales" means, together, the Oxford Sale and the Kemmerer Sale.
6. "Available Cash" means the WMLP Debtors' Cash on hand on the Effective Date which, for the avoidance of doubt, shall not include Miscellaneous Proceeds or the Kemmerer Distribution.
7. "Avoidance Actions" means, collectively and individually, any and all preference actions, fraudulent conveyance actions and other causes of action to avoid a transfer of property of, or an obligation incurred by, any of the WMLP Debtors under sections 510, 542, 544, and 547 through and including 553 of the Bankruptcy Code and other similar state law claims and causes of action, in each case, that are held by the WMLP Debtors' Estates.
8. "Back-Office TSA" has the meaning given to such term in the Intercompany Settlement Term Sheet.
9. "Ballot" means the applicable form or forms of ballot(s) approved by the Bankruptcy Court and distributed to each holder of an impaired Claim entitled to vote on the Plan on which the holder indicates either acceptance or rejection of the Plan and (when applicable) any election for treatment of such Claim under the Plan.
10. "Bankruptcy Code" means title 11 of the United States Code, as now in effect or hereafter amended, as applicable to these Chapter 11 Cases.
11. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division or such other court having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, the District Court.
12. "Bankruptcy Rules" means, collectively, the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended.
13. "Bar Date" means the applicable bar date by which a proof of Claim or request for payment of administrative expenses must be, or must have been, Filed, as established by an order of the Bankruptcy Court, including a Bar Date Order and the Confirmation Order.
14. "Bar Date Order" means the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests, and (IV) Approving Notice of Bar Dates* (Docket No. 524), entered by the Bankruptcy Court on November 15, 2018, as it may be amended, supplemented or modified from time to time.
15. "Black Lung Act" means the Black Lung Benefits Act, 30 U.S.C. §§ 901, *et seq.*, as it may be amended.
16. "Black Lung Benefits" means, collectively, the health and disability benefits payable to beneficiaries under the Black Lung Act.
17. "Black Lung Claims" means any Claims against a WMLP Debtor or its Estate arising, or related to the period, prior to the Effective Date for the payment of Black Lung Benefits.
18. "Business Day" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).
19. "Cash" means legal tender of the United States of America and equivalents thereof.

20. "Cash Collateral" means "Cash Collateral" as such term is defined in the Cash Collateral Order.
21. "Cash Collateral Budget" means "Budget" as such term is defined in the Cash Collateral Order.
22. "Cash Collateral Order" means the *Final Order (I) Authorizing the MLP Debtors to Use Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Certain Protections to Prepetition Lenders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, and 507, (III) Modifying the Automatic Stay and (IV) Granting Related Relief* (Docket No. 521), entered by the Bankruptcy Court on November 15, 2018, as such order may be modified, amended, supplemented or otherwise revised.
23. "Causes of Action" means any action, claim, cause of action, controversy, demand, right, action, Lien, indemnity, interest, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, "Cause of Action" includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of state or federal law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) the right to dispute, object to, compromise, or seek to recharacterize, reclassify, subordinate or disallow Claims or Interests; (d) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (e) any claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (f) any state or foreign law fraudulent transfer or similar claim.
24. "Chapter 11 Cases" means, collectively, the bankruptcy cases commenced in the Bankruptcy Court by the Debtors under chapter 11 of the Bankruptcy Code and jointly administered under the caption In re Westmoreland Coal Company, et al., 18-35672 (DRJ) (Bankr. S.D. Tex.).
25. "Claim" means a claim, as defined in section 101(5) of the Bankruptcy Code.
26. "Claims and Noticing Agent" means Donlin, Recano & Company, Inc. in its capacity as Bankruptcy Court-appointed claims and noticing agent in the Chapter 11 Cases.
27. "Claims Objection Bar Date" means, for all Claims, the later of: (a) 180 days after the Effective Date and (b) such other period of limitation for objecting to Claims as may be specifically fixed by this Plan, the Confirmation Order, the Bankruptcy Rules or a Final Order of the Bankruptcy Court.
28. "Class" means a class of Claims, as described in Article II of this Plan.
29. "Confirmation" means the entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.
30. "Confirmation Date" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.
31. "Confirmation Hearing" means the hearing held by the Bankruptcy Court on Confirmation of this Plan, as such hearing may be continued.
32. "Confirmation Order" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.
33. "Conflicts Committee" means the conflicts committee of the board of directors of WMGP.

34. "Credit Agreement" means that certain senior secured first lien Financing Agreement, dated as of December 31, 2014 (as amended, restated, replaced, supplemented or otherwise modified from time to time), by and among Oxford, as borrower, the guarantors party thereto, the WMLP Agent and the WMLP Secured Lenders, including all amendments thereto and extensions thereof.

35. "Credit Agreement Claims" means, collectively, any Claim against any of the WMLP Debtors evidenced by, arising under or on account of the Credit Agreement Documents, which as of the Petition Date shall be deemed Allowed in the aggregate amount of not less than \$326,878,887.87.

36. "Credit Agreement Documents" means the Credit Agreement and all related security agreements, pledge agreements, mortgages and other Loan Documents (as defined in the Credit Agreement), each as amended, restated, supplemented or otherwise modified

37. "Creditors' Committee" means the statutory official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to the *Notice of Appointment of Committee of Unsecured Creditors* (Docket No. 206), as it may be reconstituted from time to time.

38. "Cure Amount Claim" means a Claim against a WMLP Debtor based upon a WMLP Debtor's defaults under an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by such WMLP Debtor under section 365 of the Bankruptcy Code to the extent such Claim is required to be cured by section 365 of the Bankruptcy Code.

39. "Debtors" means, collectively, the WMLP Debtors and the WLB Debtors.

40. "Disbursing Agent" means: (a) the Liquidation Trustee, in its capacity as disbursing agent hereunder, or any Third Party Disbursing Agent; and (b) the WMLP Debtors solely with respect to Distributions that are required to be made on the Effective Date by the WMLP Debtors under this Plan.

41. "Disclosure Statement" means the disclosure statement (including all exhibits and schedules thereto or referenced therein) that relates to this Plan and has been prepared and distributed by the WMLP Debtors, as plan proponents, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, as the same may be amended, modified or supplemented.

42. "Disclosure Statement Order" means an order entered by the Bankruptcy Court approving the Disclosure Statement (as amended, modified or supplemented from time to time).

43. "Disputed Claim" means:

- a. a Claim that is listed on a WMLP Debtor's Schedules as either disputed, contingent or unliquidated, whether or not a proof of Claim has been Filed;
- b. a Claim that is listed on a WMLP Debtor's Schedules as other than disputed, contingent or unliquidated, but the nature or amount of the Claim as asserted by the holder in a proof of Claim varies from the nature or amount of such Claim as it is listed on the Schedules;
- c. a Claim that is not listed on a WMLP Debtor's Schedules;
- d. a Claim as to which the applicable WMLP Debtor or, prior to the Confirmation Date, any other party in interest, has Filed an objection by the Claims Objection Bar Date and such objection has not been withdrawn or denied by a Final Order;
- e. a Claim for which a proof of Claim or request for payment of Administrative Expense Claim is required to be Filed under the Plan, the Bar Date Order, the Confirmation Order or a Final Order, as applicable, and no such proof of Claim or request for payment of Administrative Expense Claim is or was timely Filed; or

f. a Claim that has not been either Allowed or disallowed by the Bankruptcy Court.

44. "Disputed Claims Reserves" means the reserve fund(s) established pursuant to Section V.D of this Plan.

45. "Dissolution Transactions" means the transactions that the Liquidation Trustee determines to be necessary or appropriate to implement the terms of this Plan, including the transactions contemplated in Section III.A of this Plan.

46. "Distribution" means a distribution under the Plan of property to a Holder of a Claim on account of such Claim.

47. "Distribution Cash" means all Cash held by the Liquidation Trust, net of (a) payment of Allowed Administrative Expense Claims, (b) the Professional Fee Escrow Amount (provided that any Professional Fee Escrow Surplus shall be considered Distribution Cash), (c) the WMLP Committee Settlement Amount; (d) the WMLP Committee Settlement Contingency Amount, (e) the Miscellaneous Proceeds and (f) the Disputed Claims Reserve.

48. "Distribution Date" means a date selected by the Liquidation Trustee in accordance with the terms of the Plan to make Distributions on account of Allowed Claims.

49. "Distribution Record Date" means the Confirmation Date.

50. "District Court" means the United States District Court for the Southern District of Texas.

51. "Document Website" means the internet address www.donlinrecano.com/westmoreland, at which the Plan, the Disclosure Statement and all Filed Exhibits shall be available to any party in interest and the public, free of charge.

52. "Effective Date" means a day, as determined by the WMLP Debtors, the WMLP Secured Lenders and the Creditors' Committee that is the Business Day as soon as reasonably practicable after all conditions to the Effective Date set forth in Section VII.B have been met or waived in accordance with Section VII.C.

53. "Entity" has the meaning set forth in section 101(15) of the Bankruptcy Code.

54. "Estate" means the estate of any WMLP Debtor created under section 541 of the Bankruptcy Code upon the commencement of the applicable WMLP Debtor's Chapter 11 Case.

55. "Exculpated Parties" means, collectively, and in each case in its capacity as such: (a) the WMLP Debtors; (b) the WLB Debtors; (c) the WMLP Secured Parties; (d) the Creditors' Committee, the members thereof, and their respective professionals (solely in their capacity as such); (e) the Conflicts Committee; (f) the Kemmerer Noteholders; and (g) with respect to each of the foregoing, such Entities' current and former Affiliates, and such Entities' and their current and former Affiliates' current and former equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

56. "Executory Contract" means a contract to which a WMLP Debtor is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

57. "Exhibits" means, collectively, the documents listed on the "Table of Exhibits" included herein, which documents will be Filed no later than seven calendar days before the Confirmation Hearing, to the extent not Filed earlier, and which documents shall be in form and substance acceptable to the WMLP Secured Lenders. All Exhibits will be made available on the Document Website once they are Filed. The WMLP Debtors reserve the right, in accordance with the terms hereof, to modify, amend, supplement, restate or withdraw any of the Exhibits after they are Filed, in each case, with the consent of the WMLP Secured Lenders (and any such amended, modified,

supplemented or restated Exhibit shall be in form and substance acceptable to the WMLP Secured Lenders), and shall promptly make such changes available on the Document Website. Notwithstanding anything to the contrary herein, the Creditors' Committee shall have consent rights with respect to the Exhibits only to the extent that such documents materially relate to the provisions of the WMLP Committee Settlement Term Sheet. For the avoidance of doubt, the Creditors' Committee will not have consent rights over provisions relating to the Intercompany Settlement Term Sheet.

58. "File," "Filed," or "Filing" means file, filed or filing in the Chapter 11 Cases with (a) the Bankruptcy Court or (b) with respect to the filing of a proof of Claim, the Bankruptcy Court or the Claims and Noticing Agent.

59. "Final Distribution Date" means, with respect to a particular Class of Claims, the Distribution Date upon which final Distributions to claimants in the Class are to be made.

60. "Final Order" means an order or judgment of the Bankruptcy Court, or any other court of competent jurisdiction, as entered on the docket in the Chapter 11 Cases or the docket of any other court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move, under Bankruptcy Rule 9023 or Rule 59 of the Federal Rules of Civil Procedure, for a new trial, reargument or rehearing has expired, and no appeal or petition for certiorari or other proceeding for a new trial, reargument or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied or resulted in no modification of such order or has otherwise been dismissed with prejudice; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed relating to such order shall not prevent such order from being a Final Order.

61. "Final Settlement Distribution Date" means December 31, 2019, which date may be extended by the WMLP Debtors or the Liquidation Trustee with the consent of the WMLP Secured Lenders or pursuant to an order of the Bankruptcy Court for cause.

62. "General Unsecured Claim" means any unsecured Claim against any of the WMLP Debtors that is (a) unpaid as of the Effective Date and (b) not an Administrative Expense Claim, Credit Agreement Claim, Other Secured Claim, Cure Amount Claim, Priority Claim, Priority Tax Claim or WMLP Intercompany Claim. Other than to the extent determined by a Final Order of the Bankruptcy Court to constitute Administrative Expense Claims, Priority Claims or Secured Claims, all Black Lung Claims shall be treated as General Unsecured Claims under this Plan.

63. "Governmental Unit" means a "governmental unit," as defined in section 101(27) of the Bankruptcy Code.

64. "Holder" means an Entity holding a Claim against, or an Interest in, a WMLP Debtor, as the context requires.

65. "Impaired" means, with respect to a Class of Claims or Interests, a Claim or an Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

66. "Intercompany Settlement" means the settlement memorialized in the Intercompany Settlement Term Sheet.

67. "Intercompany Settlement Order" means the *Order Authorizing and Approving Intercompany Settlement Term Sheet* (Docket No. 1548), entered by the Bankruptcy Court on February 28, 2019, attached as Exhibit I.A.67 to this Plan.

68. "Intercompany Settlement Term Sheet" means the term sheet, dated as of February 12, 2019, attached as Annex 1 to the Intercompany Settlement Order.

69. "Interest" means the rights of the Holders of the partnership interests, membership interests or other equity interests in a WMLP Debtor and outstanding immediately prior to the Petition Date, and any options, warrants or other rights with respect thereto, or any other instruments evidencing an ownership interest in a WMLP Debtor and the rights of any Entity to purchase or demand the issuance of any of the foregoing, including: (a) redemption, conversion, exchange, voting, participation and dividend rights (including any rights in respect of accrued and unpaid dividends); (b) liquidation preferences; and (c) stock options and warrants.

70. "Interim Compensation Order" means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* (Docket No. 495), entered by the Bankruptcy Court on November 14, 2018.

71. "IRS" means the United States Internal Revenue Service.

72. "Kemmerer" means Debtor Westmoreland Kemmerer, LLC, a Delaware limited liability company.

73. "Kemmerer APA" means the asset purchase agreement executed in connection with the Kemmerer Sale.

74. "Kemmerer Assets" means the assets of Kemmerer and Debtor Westmoreland Kemmerer Fee Coal Holdings, LLC transferred to the Kemmerer Purchaser pursuant to the Kemmerer APA.

75. "Kemmerer Closing Date" means the date on which the Kemmerer Sale closes in accordance with the terms of the Kemmerer APA and the Kemmerer Sale Order.

76. "Kemmerer Distribution" means the Kemmerer Payment and the Kemmerer Notes. For the avoidance of doubt, the Kemmerer Distribution shall have been made directly to, or at the direction of, the WMLP Agent for further distribution to the Holders of Credit Agreement Claims in connection with the Kemmerer Sale prior to the Effective Date, and shall not constitute property of the WMLP Debtors' Estates.

77. "Kemmerer Noteholders" means the holders or beneficial holders of the Kemmerer Notes.

78. "Kemmerer Notes" means the following notes issued by the Kemmerer Purchaser under the Kemmerer Sale: (a) the \$112.5 million senior secured promissory note; and (b) the \$95 million junior secured promissory note.

79. "Kemmerer Payment" means the \$7.5 million cash payment from the Kemmerer Purchaser.

80. "Kemmerer Purchaser" means Western Coal Acquisition Partners, LLC, a Virginia limited liability company or a designee or affiliate thereof acceptable to the WMLP Secured Lenders.

81. "Kemmerer Sale" means the sale of substantially all assets of Kemmerer and Debtor Westmoreland Kemmerer Fee Coal Holdings, LLC authorized by the Bankruptcy Court in the Kemmerer Sale Order.

82. "Kemmerer Sale Order" means the *Order (I) Approving the Sale of the Kemmerer Mine and Substantially All Assets Related Thereto Free and Clear of All Non-Assumed Liens, Claims, Encumbrances and Interests, (II) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (III) Granting Related Relief* (Docket No. 1560), entered by the Bankruptcy Court on March 2, 2019.

83. "Lien" shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

84. "Lienholder" means any party holding a legal, valid, enforceable, properly perfected and non-avoidable Lien on the property of the WMLP Debtors' Estates.
85. "Lienholder Claim" means any Claim (a) asserted by a counterparty to, and arising in connection with, a Vendor Agreement or (b) of a Lienholder whose Lien otherwise would be senior in priority under applicable law to the Liens on any property of any of the WMLP Debtors held by any of the WMLP Secured Parties.
86. "Liquidation Trust" means the trust established pursuant to Section III.B of this Plan to, among other things, hold and monetize the Liquidation Trust Assets and make distributions pursuant to this Plan.
87. "Liquidation Trust Agreement" means the trust agreement to be executed on or prior to the Effective Date governing the Liquidation Trust, which shall be substantially in the form of Exhibit I.A.87 and in form and substance acceptable to the WMLP Secured Lenders.
88. "Liquidation Trust Assets" means all Retained Assets (with the exception of any Surety Agreements, Retained Permits, Retained Surety Collateral, and Subsidiary Interests) of the WMLP Debtors as of the Effective Date. For the avoidance of doubt, the Kemmerer Distribution and the Miscellaneous Proceeds shall not constitute Liquidation Trust Assets.
89. "Liquidation Trust Beneficiaries" means the Holders of Allowed Credit Agreement Claims.
90. "Liquidation Trust Expenses" means any and all reasonable fees, costs and expenses incurred by the Liquidation Trust, the Liquidation Trustee (or any Third Party Disbursing Agent or any professional or other Person retained by the Liquidation Trustee) on or after the Effective Date in connection with any of their duties under the Plan and the Liquidation Trust Agreement, including any administrative fees, reasonable and documented attorneys' fees and expenses, insurance fees, taxes and escrow expenses. All Liquidation Trust Expenses shall be paid solely from the WMLP Winddown Reserve.
91. "Liquidation Trustee" means the trustee appointed pursuant to Section III.B.3 of this Plan (or any successor trustee, which successor trustee shall be acceptable to the WMLP Secured Lenders), in his, her or its capacity as the trustee of the Liquidation Trust.
92. "Management TSA" has the meaning given to such term in the Intercompany Settlement Term Sheet.
93. "Miscellaneous Proceeds" means any proceeds from the sale, disposition or other monetization of the WMLP Debtors' assets or the Liquidation Trust Assets, as applicable, to the extent not previously distributed to the WMLP Secured Parties in accordance with the WMLP Committee Settlement Term Sheet or the Kemmerer Sale, including: (a) the proceeds from any litigation or settlement of any Retained Causes of Action remaining after the payment of the associated unpaid Liquidation Trust Expenses; and (b) the proceeds of any Retained Surety Collateral not otherwise distributed to the Oxford Purchaser or Kemmerer Purchaser, as applicable. Miscellaneous Proceeds shall not be considered property of the WMLP Debtors' Estates and shall be held in trust for and distributed to Holders of Credit Agreement Claims in accordance with Section II.C of this Plan. For the avoidance of doubt, the Liquidation Trust Expenses incurred in obtaining a particular sale, disposition or other monetization of the WMLP Debtors' assets or Liquidation Trust Assets, as applicable, including obtaining proceeds of a litigation or settlement, shall be deducted solely from the proceeds of such sale, disposition or other monetization, and such proceeds shall not be used to pay for any other Liquidation Trust Expenses.
94. "Non-Insider Retention Plan Order" means the *Order Granting and Authorizing the Debtors' Proposed Value Employee Program* (Docket No. 864).
95. "Notice Parties" means, collectively, the parties listed in Section IX.H.

96. "Objection Deadline" means the deadline to File objections to Confirmation of this Plan, which is April 17, 2019, at 5:00 p.m. (prevailing Central Time) or any other deadline to File objections to Confirmation of this Plan established by the Disclosure Statement Order.

97. "Ordinary Course Professional" means an Entity (other than a Professional) retained and compensated by the WMLP Debtors in accordance with the Ordinary Course Professionals Order.

98. "Ordinary Course Professionals Order" means the *Order Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* (Docket No. 522), entered by the Bankruptcy Court on November 15, 2018.

99. "Other Secured Claims" means, collectively, Secured Claims that are not Administrative Expense Claims or Credit Agreement Claims.

100. "Oxford" means Debtor Oxford Mining Company, LLC, an Ohio limited liability company.

101. "Oxford Purchaser" means CCU Coal and Construction, LLC.

102. "Oxford Sale" means the sale of substantially all assets of Oxford and certain of its subsidiaries authorized by the Bankruptcy Court in the Oxford Sale Order.

103. "Oxford Sale Order" means the *Order Approving Joint Expedited Motion of the WLB Debtors and the WMLP Debtors for Entry of an Order (I) Approving the Sale of (A) Substantially All of the Assets of Oxford Mining Company, LLC, and Certain of Its Subsidiaries and (B) the Buckingham Mine, (II) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith and (III) Granting Related Relief, Including Approval of the Related Sale Process* (Docket No. 1289), entered by the Bankruptcy Court on February 5, 2019.

104. "Person" has the meaning set forth in section 101(41) of the Bankruptcy Code.

105. "Petition Date" means October 9, 2018, the date on which the Debtors Filed their petitions for relief commencing the Chapter 11 Cases.

106. "Plan" means this joint plan of liquidation for the WMLP Debtors, and all Exhibits attached hereto or referenced herein (including the Intercompany Settlement Order and the WMLP Committee Settlement Order), as the same may be amended, modified or supplemented, which Plan shall be in form and substance acceptable to the WMLP Secured Lenders and the Creditors' Committee.

107. "Plan Supplement" means the compilation of documents and forms of documents as amended from time to time that constitute Exhibits to the Plan that the WMLP Debtors shall File with the Bankruptcy Court no later than seven days prior to the Confirmation Hearing, including, without limitation, the following: (a) the Liquidation Trust Agreement; (b) the WMLP Winddown Budget; (c) the non-exclusive schedule of Retained Causes of Action; and (d) the schedule of Executory Contracts and Unexpired Leases to be assumed and assigned to the Liquidation Trust, which Plan Supplement shall be in form and substance acceptable to the WMLP Secured Lenders. Notwithstanding anything to the contrary, the Creditors' Committee shall have consent rights with respect to the Plan Supplement documents only to the extent that such documents materially relate to the provisions of the WMLP Committee Settlement Term Sheet. For the avoidance of doubt, the Creditors' Committee will not have consent rights over provisions relating to the Intercompany Settlement Term Sheet.

108. "Post-Kemmerer Sale Closing Budget" has the meaning given to such term in the WMLP Committee Settlement Term Sheet.

109. "Priority Claim" means a Claim against a WMLP Debtor or its Estate that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code that is not an Administrative Expense Claim or a Priority Tax Claim.

110. "Priority Tax Claim" means a Claim against a WMLP Debtor or its Estate that is entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

111. "Pro Rata" means, when used with reference to a distribution of property to Holders of Allowed Claims in a particular Class or any other specified group of Claims pursuant to this Plan, proportionately, so that with respect to a particular Allowed Claim in such Class or in such group, the ratio of the amount of property to be distributed on account of such Claim to the amount of such Claim is the same as the ratio of the amount of property to be distributed on account of all Allowed Claims in such Class or group of Claims to the amount of all Allowed Claims in such Class or group of Claims. Until all Disputed Claims in a Class are resolved, Disputed Claims shall be treated as Allowed Claims in their face amount for purposes of calculating Pro Rata distribution of property to Holders of Allowed Claims in such Class.

112. "Professional" means any Entity (a) employed in the Chapter 11 Cases by the WMLP Debtors or the Creditors' Committee pursuant to a Final Order in accordance with sections 327, 328, 363 or 1103 of the Bankruptcy Code (other than a professional entitled to receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order) or (b) for which compensation or reimbursement has been Allowed by the Bankruptcy Court in the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code and is allocable to the WMLP Debtors.

113. "Professional Fee Claim" means any Allowed Administrative Expense Claim for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals from the Petition Date through and including the Effective Date to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court. To the extent that the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim. The payment of Professional Fee Claims shall be made in accordance with Section II.A.1.c of the Plan.

114. "Professional Fee Escrow Account" means an account funded by the WMLP Debtors with Cash as soon as possible after Confirmation and not later than the Effective Date in an amount equal to the Professional Fee Escrow Amount. For the avoidance of doubt, the amount of any such funding shall be subject to Section II.A.1.c of the Plan.

115. "Professional Fee Escrow Amount" means the reasonable estimate of the aggregate amount of Professional Fee Claims that are attributable or allocated to the WMLP Debtors subject to Section II.A.1.c of the Plan, which estimates Professionals, in consultation with the WMLP Secured Lenders, shall deliver to the WMLP Debtors as set forth in Section II.A.1.c of the Plan.

116. "Professional Fee Escrow Surplus" means any remaining amount in the Professional Fee Escrow Account in excess of the Professional Fee Escrow Amount following the payment of the Professional Fee Claims.

117. "Professional Fee Orders" means, collectively, (a) the WMLP Committee Settlement Order, (b) the Cash Collateral Order, (c) the Intercompany Settlement Order, (d) the Interim Compensation Order and (e) each Professional's retention order; provided that, as it relates to the payment of any Professional Fee Claim, the orders referenced in clauses (b), (d) and (e), to the extent applicable, each as modified by the WMLP Committee Settlement Order and/or the Intercompany Settlement Order.

118. "Reinstated" means rendering a Claim or Interest unimpaired within the meaning of section 1124 of the Bankruptcy Code. Unless the Plan specifies a particular method of Reinstatement, when the Plan provides that a Claim or Interest will be Reinstated, the legal, equitable and contractual rights to which such Claim or Interest entitles the Holder will be unaltered.

119. "Released Parties" means collectively, and in each case, in their respective capacities as such: (a) the WMLP Debtors; (b) the WLB Debtors; (c) the WLB Stalking Horse Purchaser; (d) the WLB Consenting Stakeholders; (e) Holders of WLB First Lien Claims; (f) Holders of WLB Bridge Loan Claims; (g) the WLB DIP Lenders; (h) the WLB Bridge Loan Agent; (i) the WLB Credit Agreement Agent; (j) the WLB DIP Agent;

(k) the WLB First Lien Notes Trustee; (l) the WMLP Secured Parties; (m) the Creditors' Committee, the members thereof, and their respective professionals (solely in their capacity as such); (n) the Kemmerer Noteholders; (o) the Conflicts Committee; (p) each current and former Affiliate of each Entity in clauses (a) through (o); and (q) with respect to each Entity in clauses (a) through (p), each such Entity's Representatives.

120. "Releasing Parties" means collectively, and in each case, in their respective capacities as such: (a) the WMLP Debtors; (b) the WLB Debtors; (c) the WLB Stalking Horse Purchaser; (d) the WLB Consenting Stakeholders; (e) Holders of WLB First Lien Claims; (f) Holders of WLB Bridge Loan Claims; (g) the WLB DIP Lenders; (h) the WLB Bridge Loan Agent; (i) the WLB Credit Agreement Agent; (j) the WLB DIP Agent; (k) the WLB First Lien Notes Trustee; (l) the WMLP Secured Parties; (m) the Creditors' Committee, the members thereof, and their respective professionals (solely in their capacity as such); (n) the Kemmerer Noteholders; (o) the Conflicts Committee; (p) all Holders of Claims and Interests that are presumed to accept this Plan and who do not opt out of the releases in this Plan; (q) all Holders of Claims and Interests who vote to accept this Plan; (r) all Holders of Claims or Interests that do not opt out of the releases in this Plan and either (i) abstain from voting on this Plan, (ii) vote to reject this Plan or (iii) are deemed to reject this Plan; (s) each current and former Affiliate of each Entity in clauses (a) through (r); and (t) with respect to each Entity in clauses (a) through (s), each such Entity's Representatives.

121. "Representatives" means, with respect to any Person or Entity, each such Person's or Entity's current and former equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case, in such capacity.

122. "Retained Assets" means all assets remaining in the WMLP Debtors' Estates as of the Effective Date (including, for the avoidance of doubt, the Available Cash and the Retained Causes of Action) other than the Professional Fee Escrow Account. For the avoidance of doubt, the Kemmerer Distribution and the Miscellaneous Proceeds shall not be Retained Assets.

123. "Retained Causes of Action" means those Causes of Action of the WMLP Debtors or their Estates as of the Effective Date in accordance with Section III.G hereof. For the avoidance of doubt, Avoidance Actions against Holders of General Unsecured Claims on the Petition Date shall not be retained and shall be forever waived and released.

124. "Retained Permits" means any mining, reclamation, water, franchise or other permits, licenses or similar governmental authorizations required to operate the WMLP Debtors' businesses remaining in the WMLP Debtors' Estates as of the Effective Date.

125. "Retained Surety Collateral" means any reversionary interest in collateral securing the WMLP Debtors' obligations to the Sureties remaining in the WMLP Debtors' Estates as of the Effective Date.

126. "Schedules" means the schedules of assets and liabilities and the statement of financial affairs Filed by each WMLP Debtor on November 8, 2018, as required by section 521 of the Bankruptcy Code, as the same may have been or may be amended, modified or supplemented.

127. "Secured Claim" means a Claim against a WMLP Debtor or its Estate that is secured by a Lien on property in which an Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to sections 506(a) and, if applicable, 1129(b) of the Bankruptcy Code.

128. "Secured Tax Claim" means a Secured Claim against a WMLP Debtor or its Estate arising out of a WMLP Debtor's liability for any Tax.

129. "Stipulation of Amount and Nature of Claim" means a stipulation or other agreement between a Holder of a Claim and either a WMLP Debtor or the Liquidation Trust, as applicable, and that, prior to the Effective

Date, is approved by the Bankruptcy Court, or an agreed order of the Bankruptcy Court, establishing the amount and nature of a Claim. Any such stipulation or other agreement between the Liquidation Trustee on behalf of the Liquidation Trust and a Holder of a Claim executed after the Effective Date is not subject to approval of the Bankruptcy Court. Notwithstanding anything contained herein, the WMLP Debtors or the Liquidation Trust, as applicable, shall obtain the prior written consent (not to be unreasonably withheld) of the WMLP Secured Lenders prior to entering into any such stipulation or agreement whether executed before or after the Effective Date.

130. "Subsidiary Interests" means the Interests in the Subsidiary WMLP Debtors outstanding as of the Effective Date.

131. "Subsidiary WMLP Debtors" means, collectively, (a) Kemmerer; (b) Oxford; (c) Debtor Harrison Resources, LLC, an Ohio limited liability company; (d) Debtor Oxford Mining Company-Kentucky, LLC, a Kentucky limited liability company; (e) Debtor Daron Coal Company, LLC, an Ohio limited liability company; (f) Debtor Oxford Conesville, LLC, an Ohio limited liability company; and (g) Debtor Westmoreland Kemmerer Fee Coal Holdings, LLC, a Delaware limited liability company

132. "Sureties" means those "Sureties" (as such term is defined in the *Debtors' Emergency Motion for Entry of Interim and Final Orders Approving Continuation of Surety Bond Program* (Docket No. 14)) providing surety bonds to the WMLP Debtors.

133. "Surety Agreements" means all agreements between at least one WMLP Debtor and any of the Sureties.

134. "Tax" means: (a) any net income, alternative or add-on minimum, gross income, gross receipts, gross margin, sales, use, *ad valorem*, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, escheat, unclaimed property or windfall, profits, custom, duty or other tax, governmental fee or like assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other Person.

135. "Third Party Disbursing Agent" means an Entity designated by the Liquidation Trustee to act as a Disbursing Agent pursuant to Section V.C of this Plan.

136. "Third Party Payment" means a payment made to the Holder of a Claim on account of such Claim by an Entity that is not a WMLP Debtor or the Liquidation Trust.

137. "Trade Claimants Order" means the *Final Order (I) Authorizing the Payment of Specified Trade Claims and Outstanding Orders, and (II) Confirming Administrative Expense Priority of Outstanding Orders* (Docket No. 512).

138. "Trust Accounts" means the bank accounts to be held in the name of the Liquidation Trustee that are created pursuant to Section III.E of this Plan.

139. "U.S. Trustee" means the Office of the United States Trustee for the Southern District of Texas.

140. "Unexpired Lease" means a lease to which a WMLP Debtor is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

141. "Unimpaired" means, when used in reference to a Claim, a Claim that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

142. "Vendor Agreement" means any valid and enforceable agreement between a WMLP Debtor and a provider of goods or services to a WMLP Debtor entered into on or after the Petition Date and prior to the Effective Date.

143. "Voting Deadline" means April 17, 2019 at 4:00 p.m., Central Time, which is the deadline for submitting ballots to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code.

144. "WLB" means Debtor Westmoreland Coal Company, a Delaware corporation.

145. "WLB Bridge Loan Agent" means "Bridge Loan Agent" as such term is defined in the WLB Plan.

146. "WLB Bridge Loan Claims" means "Bridge Loan Claims" as such term is defined in the WLB Plan.

147. "WLB Confirmation Order" means the *Order Confirming the Amended Joint Chapter 11 Plan of Westmoreland Coal Company and Certain of Its Debtor Affiliates* (Docket No. 1561), entered by the Bankruptcy Court on March 2, 2019.

148. "WLB Consenting Stakeholders" means "Consenting Stakeholders" as such term is defined in the WLB Plan.

149. "WLB Credit Agreement Agent" means "Credit Agreement Agent" as such term is defined in the WLB Plan.

150. "WLB Debtors" means, collectively, the Debtors in the Chapter 11 Cases other than the WMLP Debtors.

151. "WLB DIP Agent" means "DIP Agent" as such term is defined in the WLB Plan.

152. "WLB DIP Lenders" means "DIP Lenders" as such term is defined in the WLB Plan.

153. "WLB First Lien Claims" means "First Lien Claims" as such term is defined in the WLB Plan.

154. "WLB First Lien Notes Trustee" means "First Lien Notes Trustee" as such term is defined in the WLB Plan.

155. "WLB Plan" means the *Amended Joint Chapter 11 Plan of Westmoreland Coal Company and Certain of Its Debtor Affiliates* attached as Exhibit A to the WLB Confirmation Order, as such plan may be amended, modified or supplemented from time to time, and including all exhibits and supplements thereto.

156. "WLB Plan Effective Date" means "Plan Effective Date" as such term is defined in the WLB Plan.

157. "WLB Stalking Horse Purchaser" means "Stalking Horse Purchaser" as defined in the WLB Plan.

158. "WMGP" means Debtor Westmoreland Resources GP, LLC, a Delaware limited liability company that is the general partner of WMLP.

159. "WMGP Interests" means the Interests in WMGP outstanding as of the Effective Date.

160. "WMLP" means Debtor Westmoreland Resource Partners, LP, a Delaware limited partnership.

161. "WMLP Agent" means the "MLP Agent" as such term is defined in the Cash Collateral Order.

162. "WMLP Committee Settlement" means the settlement memorialized in the WMLP Committee Settlement Term Sheet.

163. "WMLP Committee Settlement Amount" means, subject to the payment of Administrative Expense Claims (as set forth in Section II.A.1 hereof) and the payment of the Kemmerer Distribution, Cash in an amount not to exceed \$8.6 million, which Cash shall be used by the WMLP Debtors or the Liquidation Trust, as applicable, to pay WMLP Committee Settlement Claims pursuant to this Plan; provided that to the extent that (a) any Priority Tax Claim that was contemplated in reaching the WMLP Committee Settlement Term Sheet and set forth on "Amended Schedule 1" (as defined in the WMLP Committee Settlement Term Sheet) is paid as an Allowed Administrative Expense Claim, then, consistent with the WMLP Committee Settlement Order, the WMLP Committee Settlement Amount shall be reduced on a dollar-for-dollar basis by the amount paid on account of such Claim, (b) any WMLP Committee Settlement Claim is paid as an Allowed Administrative Expense Claim, then, the WMLP Committee Settlement Amount shall be reduced on a dollar-for-dollar basis by the amount paid on account of such Claim and (c) the WMLP Debtors make a payment on account of any WMLP Committee Settlement Claim prior to the WMLP Committee Settlement Effective Date in accordance with the WMLP Committee Settlement Order, the WMLP Committee Settlement Amount shall be reduced by the amount of such payment on a dollar-for-dollar basis. For the avoidance of doubt, the WMLP Committee Settlement Amount shall be paid solely from Available Cash.

164. "WMLP Committee Settlement Claims" means, collectively: (a) Allowed 503(b)(9) Claims; (b) Allowed Priority Tax Claims; (c) Allowed Black Lung Claims (solely to the extent that such Claims are determined to constitute Administrative Expense Claims, Priority Claims or Secured Claims by a Final Order of the Bankruptcy Court); (d) Allowed Lienholder Claims; and (e) the WMLP Winddown Costs. For the avoidance of doubt, the WMLP Committee Settlement Claims shall only be paid out of the WMLP Committee Settlement Amount (and the WMLP Committee Settlement Contingency Amount, to the extent such amount exists) and not from any other source (including as an Administrative Expense Claim or from any amounts otherwise payable to Holders of Credit Agreement Claims, including the Kemmerer Distribution).

165. "WMLP Committee Settlement Contingency Amount" means, subject to the payment of Administrative Expense Claims (as set forth in Section II.A.1 hereof) and the payment of the Kemmerer Payment, Cash in an amount not to exceed \$800,000, which Cash may be used by the WMLP Debtors to pay WMLP Committee Settlement Claims if the WMLP Committee Settlement Amount is insufficient to pay such WMLP Committee Settlement Claims. For the avoidance of doubt, the WMLP Committee Settlement Contingency Amount shall be paid solely from Available Cash.

166. "WMLP Committee Settlement Effective Date" means the date on which the Kemmerer Sale closes in accordance with the Kemmerer APA and the Kemmerer Sale Order.

167. "WMLP Committee Settlement Estate Surplus" means an amount equal to 0.25 multiplied by the amount by which the WMLP Committee Settlement Amount exceeds the aggregate amount of the WMLP Committee Settlement Claims.

168. "WMLP Committee Settlement Order" means the *Order Authorizing and Approving the Settlement Term Sheet Between the WMLP Debtors, the MLP Secured Lenders, and the Committee* (Docket No. 1545), entered by the Bankruptcy Court on February 28, 2019, attached as Exhibit I.A.168 to this Plan.

169. "WMLP Committee Settlement Secured Lender Surplus" means an amount equal to the sum of (a) 0.75 multiplied by the amount by which the WMLP Committee Settlement Amount exceeds the WMLP Committee Settlement Claims and (b) either (i) if clause (a) exceeds \$0, the WMLP Committee Settlement Contingency Amount or (ii) if clause (a) does not exceed \$0, an amount equal to (i) the sum of the WMLP Committee Settlement Amount and the WMLP Committee Settlement Contingency Amount minus (ii) the WMLP Committee Settlement Claims.

170. "WMLP Committee Settlement Term Sheet" means the term sheet attached as Exhibit 1 to the WMLP Committee Settlement Order.

171. "WMLP Debtors" means, collectively: (a) WMLP; (b) WMGP; and (c) the Subsidiary WMLP Debtors.

172. "WMLP Insurance Policies" means, collectively, all insurance policies under which a WMLP Debtor is an insured party (including all related insurance agreements) other than, solely with respect to coverage for insurance claims arising after the WLB Plan Effective Date, any insurance policies transferred to the WLB Stalking Horse Purchaser pursuant to the WLB Plan that by the terms of such policies no longer cover the WMLP Debtors for claims arising after the WLB Plan Effective Date.

173. "WMLP Intercompany Claim" means any Claim against a WMLP Debtor held by another WMLP Debtor.

174. "WMLP Interests" means the Interests in WMLP outstanding as of the Effective Date.

175. "WMLP Secured Lenders" means the "MLP Secured Lenders" as such term is defined in the Cash Collateral Order.

176. "WMLP Secured Parties" means the "MLP Secured Parties" as such term is defined in the Cash Collateral Order. For the avoidance of doubt, Holders of Credit Agreement Claims shall be considered WMLP Secured Parties.

177. "WMLP Tender" means "Tender Offer" as such term is defined in the Intercompany Settlement Term Sheet.

178. "WMLP TSA" means, together, the Back-Office TSA and the Management TSA.

179. "WMLP Winddown Budget" means the budget for the winddown of the WMLP Debtors' Estates attached hereto as Exhibit I.A.179.

180. "WMLP Winddown Costs" means the costs incurred to fund the winddown of the WMLP Debtors' Estates, including the consummation of the Plan, as set forth on the WMLP Winddown Budget; provided that such costs shall not exceed the amount in the WMLP Winddown Reserve and shall be paid in accordance with the WMLP Winddown Budget.

181. "WMLP Winddown Reserve" means the reserve established by the Liquidation Trust to fund the WMLP Winddown Costs, which shall not exceed \$2.7 million in the aggregate.

B. Rules of Interpretation and Computation of Time

1. Rules of Interpretation

For purposes of this Plan, unless otherwise provided herein: (a) whenever it is appropriate from the context, each term, whether stated in the singular or the plural, includes both the singular and the plural; (b) any reference in this Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in this Plan to an existing document or Exhibit Filed or to be Filed means such document or Exhibit, as it may have been or may be amended, modified or supplemented pursuant to this Plan, the Confirmation Order or otherwise; (d) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors, assigns and affiliates; (e) all references in the Plan to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits of or to this Plan; (f) the words "herein," "hereunder" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (h) subject to the provisions of any contract, articles or certificates of incorporation, bylaws, codes of regulation, similar constituent documents, instrument, release or other agreement or document entered into or delivered in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules; and (i) the rules of construction set forth in section 102 of the Bankruptcy Code (other than subsection (5) thereof) shall apply to the extent not inconsistent with any other provision of this Section I.B.1.

2. Computation of Time

In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

ARTICLE II CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

All Claims and Interests, except for those Claims set forth in Section II.A below, are classified for voting and Distribution pursuant to this Plan as set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims are not classified herein. A Claim or Interest is classified in a particular Class only to the extent that such Claim or Interest fits within the description of that Class and is classified in other Classes to the extent that any remainder of such Claim or Interest qualifies within the description of such other Classes. A Holder of a Claim that may be asserted against more than one of the WMLP Debtors shall be entitled to a single Distribution as if such Holder had a single Claim against the WMLP Debtors. A Claim or Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or settled prior to the Effective Date.

A. Unclassified Claims

1. Payment of Administrative Expense Claims

a. Administrative Expense Claims in General

Except as specified in this Section II.A.1, subject to the bar date provisions herein, the Intercompany Settlement Order, the WMLP Committee Settlement Order and the Cash Collateral Order, unless otherwise agreed by the Holder of an Administrative Expense Claim and the applicable WMLP Debtor or the Liquidation Trustee, or unless an order of the Bankruptcy Court provides otherwise, each holder of an Allowed Administrative Expense Claim will receive, in full satisfaction of its Administrative Expense Claim, Cash equal to the full unpaid amount of such Allowed Administrative Expense Claim, which payments shall be made at the WMLP Debtors' or the Liquidation Trustee's option (i) in the ordinary course of business or (ii) on the latest to occur of (A) the Effective Date (or as soon as reasonably practicable thereafter), (B) the date such Claim becomes an Allowed Administrative Expense Claim (or as soon as reasonably practicable thereafter) and (C) such other date as may be agreed upon by the Liquidation Trustee and the Holder of such Claim. For the avoidance of doubt, Administrative Expense Claims shall be paid solely from Available Cash.

b. Statutory Fees

On or before the Effective Date, Administrative Expense Claims for fees payable pursuant to 28 U.S.C. § 1930 accrued and unpaid as of such date will be paid by the WMLP Debtors or the Liquidation Trustee in Cash equal to the amount of such Administrative Expense Claims. Fees payable pursuant to 28 U.S.C. § 1930 for each Estate after the Effective Date will be paid by the Liquidation Trustee until the closing of the applicable Chapter 11 Case pursuant to section 350(a) of the Bankruptcy Code.

c. Professional Compensation

i. Final Fee Applications and Payment of Professional Fee Claims

All final requests for payment of Professional Fee Claims shall be Filed no later than 30 days after the Effective Date. All such final requests and payment thereof will be subject to approval by the Bankruptcy Court after notice and a hearing in accordance with and subject to the terms and procedures established by the Bankruptcy Code, the Bankruptcy Rules and prior orders of the Bankruptcy Court, including the Professional Fee Orders. Subject to (a) the occurrence of the Effective Date, (b) the terms of the Cash Collateral Order and (c) approval by the Bankruptcy Court of final requests for payment of such Professional Fee Claims, the WMLP Secured Lenders shall consent to the WMLP Debtors' use of Cash Collateral to pay from the Professional Fee Escrow Account, the

Allowed, undisputed, accrued and unpaid Professional Fee Claims (x) incurred from the Petition Date through and including the Kemmerer Closing Date up to the Allowed amount of such Claim in accordance with the Cash Collateral Budget and (y) incurred after the Kemmerer Closing Date and before the Effective Date in accordance with the Cash Collateral Budget as modified by the Post-Kemmerer Sale Closing Budget. The payment of any Professional Fee Claim shall be subject to the Professional Fee Orders and this Section II.A.1.c of the Plan.

ii. Professional Fee Escrow Account

As soon as practicable after Confirmation and not later than the Effective Date, the WMLP Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust for the Professionals. Such funds shall not be considered property of the WMLP Debtors' Estates. Subject to Section II.A.1.c.i, the amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account as soon as reasonably practicable after such Claims are Allowed by a Final Order. Any Professional Fee Escrow Surplus shall be transferred to the Liquidation Trust, considered Distribution Cash and distributed in accordance with the Plan.

iii. Allocation and Estimation of Professional Fees and Expenses

Professional fees and expenses shall be allocated as between the WMLP Debtors and the WLB Debtors in accordance with the terms of the Professional Fee Orders. No shared fees or expenses of professionals retained by the Debtors or the Creditors' Committee incurred after the WLB Plan Effective Date shall be billed, allocated or charged to any of the WMLP Debtors or their Estates, and the WMLP Debtors or the Liquidation Trustee shall not make any payments on account of any such fees or expenses, except as otherwise agreed by the WMLP Debtors and the WMLP Secured Lenders. All fees and expenses incurred by professionals retained by the Debtors or the Creditors' Committee after the WLB Plan Effective Date that are billed, allocated or attributable to the WMLP Debtors shall be solely on account of work performed only for the WMLP Debtors or their Estates, and not on account of any work performed for the WLB Debtors or their estates.

Professionals providing services to the WMLP Debtors shall reasonably estimate their unpaid Professional Fee Claims against the WMLP Debtors incurred before and as of the Effective Date, in accordance with the Professional Fee Orders, and shall deliver such estimate to the WMLP Debtors and the WMLP Secured Lenders by the earlier of (a) five Business Days after the Confirmation Date and (b) two Business Days prior to the Effective Date; provided that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the WMLP Debtors may estimate the unbilled fees and expenses of such Professional in accordance with the Intercompany Settlement Order and the WMLP Committee Settlement Order.

d. Post-Effective Date Professional Fees and Expenses

Except as otherwise specifically provided in this Plan, from and after the Effective Date, subject only to the terms of the Liquidation Trust Agreement and consistent with the Plan, the Liquidation Trustee may employ and pay any professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action, order or approval of the Bankruptcy Court. Any such funding for Liquidation Trustee professionals and/or expenses shall be paid from the WMLP Winddown Reserve in accordance with the WMLP Winddown Budget.

e. Bar Date for Administrative Expense Claims

Except with respect to Professional Fee Claims or otherwise as set forth in this Plan, unless previously Filed, requests for payment of Administrative Expense Claims must be Filed and served on the Notice Parties pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order, no later than 30 days after the Effective Date. Holders of Administrative Expense Claims that are required to File and serve a request for payment of such Administrative Expense Claims and that do not File and serve such a request by the applicable Bar Date will be forever barred from asserting such Administrative Expense Claims against the

WMLP Debtors, the Estates, the Liquidation Trust or their respective property, and such Administrative Expense Claims will be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Notice Parties and the requesting party by the latest of (i) 120 days after the Effective Date, (ii) 30 days after the Filing of the applicable request for payment of Administrative Expense Claims or (iii) such other period of limitation as may be specifically fixed by a Final Order for objecting to such Administrative Expense Claims.

Notwithstanding anything to the contrary provided in this Plan, the WLB Debtors shall not be required to file any requests for payment of Administrative Expense Claims; provided that prior to the bar date for Administrative Expense Claims, the WLB Debtors shall consult with the WMLP Debtors (or the Liquidation Trustee, as applicable) and the WMLP Secured Lenders regarding any Administrative Expense Claims held by the WLB Debtors that would have otherwise been due prior to such bar date.

Notwithstanding anything to the contrary provided in this Plan, the WMLP Secured Parties shall not be required to file any requests for payment of Administrative Expense Claims or File any other proofs of Claim with respect to Credit Agreement Claims or any other Claims arising under, preserved under or otherwise allowed pursuant to the Plan, including those Claims preserved under Section VII.F.6 of the Plan.

2. 503(b)(9) Claims

Notwithstanding anything contained herein, all Allowed 503(b)(9) Claims shall be paid solely from the WMLP Committee Settlement Amount or the WMLP Committee Settlement Contingency Amount, as applicable, in accordance with the WMLP Committee Settlement Order.

3. Payment of Priority Tax Claims

a. Priority Tax Claims

Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by the Holder of a Priority Tax Claim and the WMLP Debtors or the Liquidation Trustee, as applicable, each Holder of an Allowed Priority Tax Claim will receive, at the option of the WMLP Debtors or the Liquidation Trustee, as applicable, in full satisfaction of its Allowed Priority Tax Claim that is due and payable on or before the Effective Date, on account of and in full and complete settlement, satisfaction and release of such Claim, (i) Cash in an amount equal to the amount of such Allowed Priority Tax Claim or (ii) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of time not to exceed five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that all Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business by the Liquidation Trustee as they become due; provided, further, that, in the event an Allowed Priority Tax Claim that is also a Secured Tax Claim, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid in full. Notwithstanding anything contained herein, each Allowed Priority Tax Claim (regardless of whether such Claim also constituted a Secured Claim) shall be paid solely from the WMLP Committee Settlement Amount or the WMLP Committee Settlement Contingency Amount, as applicable, in accordance with the WMLP Committee Settlement Order.

b. Other Provisions Concerning Treatment of Priority Tax Claims

Notwithstanding anything to the contrary in Section II.A of this Plan, any Claim on account of any penalty arising with respect to or in connection with an Allowed Priority Tax Claim that does not compensate the Holder for actual pecuniary loss shall be treated as a General Unsecured Claim, and the Holder (other than as the Holder of a General Unsecured Claim) may not assess or attempt to collect such penalty from the WMLP Debtors, the Liquidation Trust or their respective property.

4. Costs and Expenses of the WMLP Secured Parties

Notwithstanding anything to the contrary contained herein, any unpaid Claim payable to any of the WMLP Secured Parties pursuant to section 7(d) of the Cash Collateral Order shall constitute an Allowed

Administrative Expense Claim and shall be paid on a current basis in full in Cash on the Effective Date, or to the extent accrued after the Effective Date, on a current basis in full in Cash as invoiced. Nothing herein shall require any of the WMLP Secured Parties or their respective professionals, to file applications, a proof of Claim or otherwise seek approval of the Bankruptcy Court as a condition to the payment of such Allowed Administrative Expense Claims. For the avoidance of doubt, all payments or distributions to WMLP Secured Parties hereunder shall not be subject to disgorgement for any reason.

B. Classification of Claims and Interests

Pursuant to sections 1122 and 1123 of the Bankruptcy Code, Claims and Interests are classified for voting and Distribution pursuant to this Plan, as set forth herein. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such other Class. Except as otherwise specifically provided for herein, the Confirmation Order or any other Final Order of the Bankruptcy Court, or required by applicable bankruptcy law, in no event shall the aggregate value of all property received or retained under the Plan on account of an Allowed Claim exceed 100% of the underlying Allowed Claim.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for the purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims; provided, however, that in the event no Holder of a Claim with respect to a specific Class timely submits a Ballot in compliance with the Disclosure Statement Order indicating acceptance or rejection of this Plan, such Class will be deemed to have accepted this Plan. The WMLP Debtors may seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

C. Treatment of Claims and Interests

1. Priority Claims (Class 1)

- a. *Classification.* Class 1 consists of all Priority Claims.
- b. *Treatment.* On the Effective Date, subject to and in accordance with the WMLP Committee Settlement Order and the provisions of the Plan, each Holder of an Allowed Priority Claim will receive, from the WMLP Debtors or the Liquidation Trust (as applicable), on account of and in full and complete settlement and release of such Claim, Cash in the amount of such Allowed Priority Claim. Notwithstanding anything contained herein, all Allowed Priority Claims shall be paid solely from the WMLP Committee Settlement Amount or the WMLP Committee Settlement Contingency Amount, as applicable, in accordance with the WMLP Committee Settlement Order.
- c. *Voting.* Claims in Class 1 are Unimpaired. Each Holder of an Allowed Claim in Class 1 is conclusively presumed to have accepted this Plan and is, therefore, not entitled to vote on this Plan.

2. Credit Agreement Claims (Class 2)

- a. *Classification.* Class 2 consists of all Credit Agreement Claims.
- b. *Treatment.* On account of its Credit Agreement Claim, each Holder of an Allowed Credit Agreement Claim shall:
 - i. receive its Pro Rata share of the Miscellaneous Proceeds on the WMLP Committee Settlement Effective Date or, if such proceeds are received after such date, within three days of the WMLP Debtors' or the Liquidation Trust's (as applicable) receipt of such proceeds;

- ii. receive its Pro Rata share of the WMLP Committee Settlement Secured Lender Surplus (excluding any remaining portion of the WMLP Winddown Reserve allocated to the WMLP Winddown Costs) and the Distribution Cash on the applicable Distribution Dates; provided that all such amounts shall be distributed by no later than the Final Settlement Distribution Date; provided further that any WMLP Committee Settlement Secured Lender Surplus with respect to the WMLP Winddown Reserve allocated to the WMLP Winddown Costs shall be paid as soon as practicable after the completion of the winddown of the WMLP Debtors' estates; and
- iii. have received its Pro Rata share of the Kemmerer Distribution on the Kemmerer Closing Date and prior to the Effective Date.

All distributions to Holders of Credit Agreement Claims hereunder shall not be subject to disgorgement for any reason.

- c. *Voting.* Claims in Class 2 are Impaired. Each Holder of an Allowed Claim in Class 2 is, therefore, entitled to vote on this Plan.

3. Other Secured Claims (Class 3)

- a. *Classification.* Class 3 consists of all Other Secured Claims.
- b. *Treatment.* Unless otherwise agreed by any Holder of an Allowed Other Secured Claim and the WMLP Debtors or the Liquidation Trustee (as applicable) and subject to and in accordance with the WMLP Committee Settlement Order and the provisions of the Plan, on the later of (i) the Effective Date or as soon as reasonably practicable thereafter and (ii) the date on which such Other Secured Claim becomes an Allowed Claim, each Holder of an Allowed Other Secured Claim shall receive the following treatment at the option of the WMLP Debtors or the Liquidation Trustee (as applicable): (A) payment in full in Cash; (B) delivery of the collateral securing such Allowed Other Secured Claim and payment of any interest thereon required to be paid under section 506(b) of the Bankruptcy Code; or (C) such other recovery as is necessary to render such Claim Unimpaired. Notwithstanding anything contained herein, all Allowed Other Secured Claims shall be paid solely from the WMLP Committee Settlement Amount or the WMLP Committee Settlement Contingency Amount, as applicable, in accordance with the WMLP Committee Settlement Order.
- c. *Voting.* Claims in Class 3 are Unimpaired. Each holder of an Allowed Claim in Class 3 is conclusively presumed to have accepted this Plan and, therefore, is not entitled to vote on this Plan.

4. General Unsecured Claims (Class 4)

- a. *Classification.* Class 4 consists of all General Unsecured Claims.
- b. *Treatment.* Subject to Section III.B.9 hereof, Holders of Allowed General Unsecured Claims shall neither receive any Distribution pursuant to this Plan nor retain any property on account of such Claim.
- c. *Voting.* Claims in Class 4 are Impaired. Each Holder of an Allowed Claim in Class 4 is conclusively presumed to have rejected this Plan and, therefore, is not entitled to vote on this Plan.

5. WMLP Intercompany Claims (Class 5)

- a. *Classification.* Class 5 consists of all WMLP Intercompany Claims.
- b. *Treatment.* On the Effective Date, all WMLP Intercompany Claims shall be released, canceled or waived. No Distribution shall be made on account of the WMLP Intercompany Claims.
- c. *Voting.* Claims in Class 5 are Impaired. Each Holder of an Allowed Claim in Class 5 is conclusively presumed to have rejected this Plan and, therefore, is not entitled to vote on this Plan.

6. WMLP Interests and WMGP Interests (Class 6)

- a. *Classification.* Class 6 consists of all WMLP Interests and WMGP Interests.
- b. *Treatment.* On the Effective Date, the WMLP Interests and the WMGP Interests will be canceled, and Holders of Class 6 Interests will not receive any Distribution pursuant to this Plan.
- c. *Voting.* Each Holder of a Class 6 Interest will be deemed to have rejected this Plan and, therefore, is not entitled to vote on this Plan.

7. Subsidiary Interests (Class 7)

- a. *Classification.* Class 7 consists of all Subsidiary Interests.
- b. *Treatment.* On the Effective Date, the Subsidiary Interests will be Reinstated, subject to the Dissolution Transactions.
- c. *Voting.* Each Holder of a Class 7 Interest will be deemed to have accepted this Plan and, therefore, is not entitled to vote on this Plan.

D. Determination of Settlement Claims

The WMLP Debtors and the Liquidation Trustee, as applicable, shall determine which Claims constitute WMLP Committee Settlement Claims, and shall dispute, object to, compromise or seek to recharacterize, reclassify, or disallow such WMLP Committee Settlement Claims in accordance with Article VI hereof.

E. Reservation of Rights Regarding Claims

Except as otherwise provided in this Plan or in other Final Orders of the Bankruptcy Court, including the Cash Collateral Order, nothing shall affect the WMLP Debtors' or the Liquidation Trustee's rights and defenses, whether legal or equitable, with respect to any Claim, including, without limitation, all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

F. Postpetition Interest on Claims

Except as required by applicable bankruptcy law, postpetition interest shall not accrue or be payable on account of any prepetition Claim, other than to the extent that Holders of Credit Agreement Claims are entitled to postpetition interest under the Cash Collateral Order.

G. Insurance

Notwithstanding anything to the contrary herein, if any Allowed Claim is covered by a WMLP Insurance Policy, such Claim shall first be paid from proceeds of such WMLP Insurance Policy, with the balance, if any, treated in accordance with the provisions of this Plan governing the Class applicable to such Claim.

H. Class Without Voting Claim Holders

If Holders of Claims in a particular Impaired Class of Claims are entitled to vote to accept or reject this Plan, but no Holders of Claims in such Impaired Class of Claims vote to accept or reject this Plan, then such Class of Claims shall be deemed to have accepted this Plan.

**ARTICLE III
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. Corporate Existence

1. Dissolution of WMLP and WMGP

Upon the transfer pursuant to this Plan of the Liquidation Trust Assets to the Liquidation Trust on the Effective Date, WMLP and WMGP will be deemed dissolved and their business operations withdrawn for all purposes without any necessity of filing any document, taking any further action or making any payment to any governmental authority in connection therewith. Notwithstanding the foregoing, as soon as practicable on or after the Effective Date, the Liquidation Trustee, on behalf of WMLP and WMGP shall file all documents and take all other necessary actions to effect the dissolution of WMLP and WMGP under their respective constituent documents and Delaware law. The filing of necessary documents to effect the dissolution of WMLP and WMGP shall be authorized and approved in all respects without further action under applicable law, regulation, order or rule, including, without limitation, any action by the equityholders or directors of such Entities and without the need to pay any franchise or similar taxes in order to effectuate such dissolution. As of the Effective Date, the Liquidation Trustee shall assume any such outstanding responsibility of WMLP and WMGP under the Plan.

2. Dissolution of the Subsidiary WMLP Debtors

Each Subsidiary WMLP Debtor holding Surety Agreements, Retained Permits or Retained Surety Collateral on the Effective Date shall continue to exist following the Effective Date solely for the purpose of holding such Surety Agreements, Retained Permits or Retained Surety Collateral, and all other Retained Assets in the Subsidiary WMLP Debtors' Estates (other than any Subsidiary Interests) shall be transferred to the Liquidation Trust on the Effective Date. Upon the earliest date on which a Subsidiary WMLP Debtor no longer holds any Surety Agreements, Retained Permits or Retained Surety Collateral, such Subsidiary WMLP Debtor will be deemed dissolved and its business operations, if any, withdrawn for all purposes without any necessity of filing any document, taking any further action or making any payment to any governmental authority in connection therewith. Notwithstanding the foregoing, as soon as practicable following such dissolution, the Liquidation Trustee, on behalf the applicable Subsidiary WMLP Debtor, shall file all documents and take all other necessary actions to effect the dissolution of the applicable Subsidiary WMLP Debtor under its constituent documents and applicable state law. The filing of necessary documents to effect the dissolution of the Subsidiary WMLP Debtors shall be authorized and approved in all respects without further action under applicable law, regulation, order or rule, including, without limitation, any action by the equityholders or directors of such Entities and without the need to pay any franchise or similar taxes in order to effectuate such dissolution. As of the Effective Date, the Liquidation Trustee shall assume any such outstanding responsibility of such Subsidiary WMLP Debtor under the Plan.

3. Recourse Solely to Liquidation Trust Assets

On the Effective Date, except as otherwise provided in the Plan, all Claims against the WMLP Debtors are deemed satisfied, waived and released as to the WMLP Debtors in exchange for the treatment of such Claims under this Plan, and, except as otherwise set forth in this Plan or other Final Orders of the Bankruptcy Court, Holders of

Allowed Claims against any WMLP Debtor will have recourse solely to the assets of the Liquidation Trust for the payment of their Allowed Claims in accordance with the terms of this Plan and the Liquidation Trust Agreement.

B. Liquidation Trust

1. Liquidation Trust Generally

On or prior to the Effective Date, the Liquidation Trust shall be established in accordance with the Liquidation Trust Agreement for the purpose of liquidating the Liquidation Trust Assets, determining which Claims are WMLP Committee Settlement Claims in accordance with Section II.D, resolving all Disputed Claims, making all Distributions to holders of Allowed Claims in accordance with the terms of this Plan and otherwise implementing this Plan. Subject to and to the extent set forth in this Plan, the Confirmation Order, the Liquidation Trust Agreement or any other order of the Bankruptcy Court entered in connection therewith, the Liquidation Trust shall be empowered to: (a) perform all actions and execute all agreements, instruments and other documents necessary to implement this Plan; (b) establish, maintain and administer the Trust Accounts, which shall be segregated to the extent appropriate in accordance with this Plan; (c) accept, preserve, receive, collect, manage, invest, sell, liquidate, transfer, supervise, prosecute, settle and protect, as applicable, the Liquidation Trust Assets (directly or through its professionals or a Third Party Disbursing Agent), in accordance with this Plan; (d) review, reconcile, settle or object to all Claims that are Disputed Claims as of the Effective Date (and, if Allowed, would be entitled to payment under this Plan) pursuant to the procedures for allowing Claims prescribed in this Plan; (e) calculate and make Distributions of the proceeds of the Liquidation Trust Assets to the holders of Allowed Claims (including payment of the WMLP Committee Settlement Claims); (f) subject to Section III.G of this Plan, pursue Avoidance Actions that are transferred to the Liquidation Trust to the extent that their pursuit would likely result in a material economic benefit to holders of Claims under this Plan; (g) retain, compensate and employ professionals to represent the Liquidation Trust; (h) file appropriate Tax returns and other reports on behalf of the Liquidation Trust and pay Taxes or other obligations owed by the Liquidation Trust; (i) file appropriate Tax returns on behalf of each WMLP Debtor and pay Taxes or other obligations arising in connection therewith; (j) exercise such other powers as may be vested in the Liquidation Trust under the Liquidation Trust Agreement and this Plan, or as are deemed by the Liquidation Trustee to be necessary and proper to implement the provisions of this Plan and the Liquidation Trust Agreement; (k) take such actions as are necessary or appropriate to close the WMLP Debtors' Chapter 11 Cases; and (l) dissolve the Liquidation Trust in accordance with the terms of the Liquidation Trust Agreement.

Notwithstanding anything to the contrary in this Section III.B, the Liquidation Trust's primary purpose is liquidating the Liquidation Trust Assets, with no objective to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the Liquidation Trust's liquidating purpose and reasonably necessary to conserve and protect the Liquidation Trust Assets and provide for the orderly liquidation thereof.

2. Funding of and Transfer of Assets Into the Liquidation Trust

Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date, the WMLP Debtors shall transfer the Liquidation Trust Assets to the Liquidation Trust, and all such assets shall vest in the Liquidation Trust on such date, to be administered by the Liquidation Trustee in accordance with this Plan and the Liquidation Trust Agreement. Except as set forth in Section III.I below, the Liquidation Trust Assets shall be transferred to the Liquidation Trust free and clear of all Liens. For the avoidance of doubt, nothing contained herein shall be deemed to constitute an agreement to sell, transfer, assign or convey any assets, properties or rights of the WLB Debtors, none of which shall be deemed to be a Liquidation Trust Asset or a Retained Asset.

The Liquidation Trustee shall have the authority to create additional sub-accounts in the Trust Accounts and sub-trusts within the Liquidation Trust, which may have a separate legal existence, but which shall be considered sub-accounts or sub-trusts of the Liquidation Trust.

The act of transferring the Liquidation Trust Assets, as authorized by this Plan, shall not be construed to destroy or limit any such assets or rights or be construed as a waiver of any right, and such rights may be asserted by the Liquidation Trust as if the asset or right was still held by the applicable WMLP Debtor.

3. Liquidation Trustee

The initial Liquidation Trustee shall be Gerald A. Tywoniuk or such other Person as may be selected by the WMLP Debtors and the WMLP Secured Lenders in consultation with the Creditors' Committee. The Liquidation Trustee shall be the successor to and representative of the Estate of each of the WMLP Debtors within the meaning of section 1123(b)(3)(B) of the Bankruptcy Code. The powers, rights and responsibilities of the Liquidation Trustee shall be specified in the Liquidation Trust Agreement and shall include the authority and responsibility to fulfill the items identified in Section III.B.1 above. Other rights and duties of the Liquidation Trustee and the Liquidation Trust Beneficiaries shall be as set forth in the Liquidation Trust Agreement.

4. Liquidation Trust Agreement

Prior to the Effective Date, the WMLP Debtors and the Liquidation Trustee shall execute and deliver the Liquidation Trust Agreement.

5. Reports to be Filed by the Liquidation Trustee

Following the Effective Date, the Liquidation Trustee, on behalf of the Liquidation Trust, shall File with the Bankruptcy Court (and provide to any other party entitled to receive any such report pursuant to the Liquidation Trust Agreement), no later than 45 days after June 30 and December 31 of each calendar year, a semi-annual report regarding the administration of property subject to its ownership and control pursuant to this Plan, distributions made by it and other matters relating to the implementation of this Plan.

6. Fees and Expenses of the Liquidation Trust

The fees and expenses of the Liquidation Trustee (including those incurred prior to the Effective Date in connection with the preparation of the Liquidation Trust Agreement and the preparations to assume responsibility of the Liquidation Trust on the Effective Date) shall be paid after the Effective Date from the appropriate Trust Account pursuant to the terms and conditions of the Liquidation Trust Agreement and this Plan. The Liquidation Trustee, on behalf of the Liquidation Trust, may employ, without further order of the Bankruptcy Court, professionals (including professionals previously employed by the WMLP Debtors) to assist in carrying out its duties under the Liquidation Trust Agreement and may compensate and reimburse the expenses of these professionals from the appropriate Trust Account, based upon the nature of the work performed by such professional, without further order of the Bankruptcy Court, subject to any limitations and procedures established by the Liquidation Trust Agreement and this Plan. All such fees and expenses of the Liquidation Trust shall be paid solely from the WMLP Winddown Reserve.

7. Indemnification

The Liquidation Trust Agreement may include reasonable and customary indemnification provisions for the benefit of the Liquidation Trustee and/or other parties. Any such indemnification shall be the sole responsibility of the Liquidation Trust and payable solely from the WMLP Winddown Reserve and, for the avoidance of doubt, not from any other Liquidation Trust Assets.

8. Tax Treatment; No Successor in Interest

The Liquidation Trust is intended to be treated for U.S. federal income tax purposes in part as a liquidating trust described in Treasury Regulation section 301.7701-4(d) and in part as one or more Disputed Claims Reserves treated as disputed ownership funds described in Treasury Regulation section 1.468B-9. For U.S. federal income tax purposes, the transfer of assets by the WMLP Debtors to the Liquidation Trust will be treated (a) in part as the transfer of assets by the WMLP Debtors to the Holders of Allowed Claims, subject to any liabilities of the WMLP Debtors or the Liquidation Trust payable from the proceeds of such assets, followed by the transfer of such assets (subject to such liabilities) by such holders to the Liquidation Trust in exchange for the beneficial interests in the Liquidation Trust, and (b) in part as the transfer of assets by the WMLP Debtors to one more Disputed Claims Reserves.

a. Liquidation Purpose of the Liquidation Trust

The Liquidation Trust shall be established for the primary purpose of liquidating and distributing the assets transferred to it, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidation Trust. Accordingly, the Liquidation Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidation Trust Assets, make timely distributions to the Liquidation Trust Beneficiaries and not unduly prolong its duration. The Liquidation Trust shall not be deemed a successor-in-interest of the WMLP Debtors for any purpose other than as specifically set forth in this Plan or in the Liquidation Trust Agreement. The record holders of beneficial interests shall be recorded and set forth in a register maintained by the Liquidation Trustee expressly for such purpose.

The Liquidation Trust is intended to qualify as a "grantor trust" for U.S. federal income tax purposes with the Liquidation Trust Beneficiaries treated as grantors and owners of the Liquidation Trust. For all U.S. federal income tax purposes, all parties (including the WMLP Debtors, the Liquidation Trustee and the Liquidation Trust Beneficiaries) shall treat the transfer of the Liquidation Trust Assets by the WMLP Debtors to the Liquidation Trust, as set forth in the Liquidation Trust Agreement, as a transfer of such assets by the WMLP Debtors to the Holders of Allowed Claims entitled to distributions from the Liquidation Trust Assets, followed by a transfer by such Holders to the Liquidation Trust. Thus, the Liquidation Trust Beneficiaries shall be treated as the grantors and owners of a grantor trust for U.S. federal income tax purposes. For the avoidance of doubt, Holders of Allowed Administrative Expense Claims, Holders of Allowed WMLP Committee Settlement Claims and any party entitled to receive any WMLP Committee Settlement Estate Surplus may receive Distributions (if any) from the Liquidation Trust Assets but shall not be Liquidation Trust Beneficiaries.

As soon as practicable after the Effective Date, the Liquidation Trustee shall make a good faith determination of the fair market value of the Liquidation Trust Assets as of the Effective Date. This valuation shall be used consistently by all parties (including the WMLP Debtors, the Liquidation Trustee and the Liquidation Trust Beneficiaries) for all U.S. federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Liquidation Trust Assets.

The right and power of the Liquidation Trustee to invest the Liquidation Trust Assets, the proceeds thereof, or any income earned by the Liquidation Trust, shall be limited to the right and power that a liquidating trust, within the meaning of section 301.7701-4(d) of the Treasury Regulations, is permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, including Revenue Procedure 94-45, whether set forth in IRS rulings or other IRS pronouncements, and to the investment guidelines of section 345 of the Bankruptcy Code. The Liquidation Trustee may expend the Cash of the Liquidation Trust (i) as reasonably necessary to meet contingent liabilities and to maintain the value of the respective assets of the Liquidation Trust during liquidation, (ii) to pay the respective reasonable administrative expenses (including, but not limited to, any Taxes imposed on the Liquidation Trust) and (iii) to satisfy other respective liabilities incurred by the Liquidation Trust in accordance with this Plan and the Liquidation Trust Agreement (including, without limitation, the payment of any Taxes).

b. Disputed Claims Reserves

Liquidation Trust Assets reserved for Holders of Disputed Claims shall be treated as one or more Disputed Claims Reserves. The Liquidation Trustee shall treat each Disputed Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections consistent with such tax treatment). The Liquidation Trustee shall be the administrator of the Disputed Claims Reserves within the meaning of Treasury Regulation section 1.468B-9(b)(2) and shall be responsible for all Tax reporting and withholding required by the Disputed Claims Reserves. No Holder of a Claim will be treated as the grantor or deemed owner of any asset reserved for Disputed Claims until such Holder receives or is allocated an interest in such asset. The Liquidation Trustee will file all Tax returns on a basis consistent with the treatment of the Liquidation Trust in part as a liquidating trust (and grantor trust pursuant to Treasury Regulation section 1.671-1(a)) and in part as one or more Disputed Claims Reserves taxed as disputed ownership funds, and will pay all Taxes owed from Liquidation Trust Assets.

9. WMLP Committee Settlement Estate Surplus

Prior to the conclusion of the winddown of the WMLP Debtors' Estates, the Liquidation Trustee shall determine whether a WMLP Committee Settlement Estate Surplus exists and if it is economically practicable to reconcile General Unsecured Claims and make a Distribution to Holders of Allowed General Unsecured Claims. If the Liquidation Trustee determines that a WMLP Committee Settlement Estate Surplus exists but it is not economically practicable to reconcile General Unsecured Claims and make a Distribution to Holders of Allowed General Unsecured Claims, the Liquidation Trustee shall determine how to distribute the WMLP Committee Settlement Estate Surplus, if any. Following such determination, the Liquidation Trustee shall file with the Court a notice indicating whether a WMLP Committee Settlement Estate Surplus exists or does not exist, if it is economically practicable to reconcile General Unsecured Claims and make a Distribution to Holders of Allowed General Unsecured Claims, and the proposed disposition of any WMLP Committee Settlement Estate Surplus. Such notice shall be filed with the Court at least ten days prior to any disposition of the WMLP Committee Settlement Estate Surplus. Any fees and expenses of the Liquidation Trustee related to any distribution of the WMLP Committee Settlement Estate Surplus or reconciliation of General Unsecured Claims shall be paid solely from the WMLP Winddown Reserve.

10. Settlement of Claims Against the WMLP Debtors

Except as otherwise provided in this Plan or the Liquidation Trust Agreement, on and after the Effective Date, the Liquidation Trustee may compromise or settle any Claims against the WMLP Debtors without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and, subject to the terms of this Plan, may pay, in accordance with the WMLP Winddown Budget, the charges that it incurs on or after the Effective Date for Liquidation Trust expenses, professionals' fees, disbursements, expenses or related support services (including fees relating to the preparation of applications for payment of Professional Fee Claims) without application to the Bankruptcy Court.

11. Sales or Disposition of Assets by Liquidation Trust

The Liquidation Trustee may conduct any sales, liquidations, litigation, settlement or other disposition of non-Cash Liquidation Trust Assets in accordance with the Liquidation Trust Agreement, without further order of the Bankruptcy Court. Such proceeds from the sale, liquidation, transfer or other disposition of the Liquidation Trust Assets by the Liquidation Trustee shall be considered Miscellaneous Proceeds and shall be distributed in accordance with the terms of the Plan.

C. Corporate Governance; Directors and Officers

1. Constituent Documents of the WMLP Debtors

Consistent with Section III.A.1 above, WMLP and WMGP will cease to exist on the Effective Date, and all existing articles of organization and similar constituent documents will be canceled, effective as of the Effective Date. Each Subsidiary WMLP Debtor will cease to exist upon its dissolution pursuant to Section III.A.2 above. Accordingly, no new articles of organization or other constituent documents will be necessary.

2. Directors and Officers

Effective as of the Effective Date, all directors and officers of the WMLP Debtors shall be discharged, and all such appointments rescinded for all purposes, without any necessity of taking any further action in connection therewith.

3. Corporate Action

Except as otherwise provided in Sections III.A.1 and III.A.2 of this Plan, the Dissolution Transactions and the following corporate actions and transactions will occur and be effective as of the date specified in the documents effectuating the applicable Dissolution Transactions (or other transactions), or the Effective Date if no such other

date is specified in such other documents, and will be authorized and approved in all respects and for all purposes without any requirement of further action by the WMLP Debtors, the Liquidation Trustee or any other Person: (a) the establishment of the Liquidation Trust; (b) the appointment of the Liquidation Trustee to act on behalf of the Liquidation Trust; (c) the transfer of the Liquidation Trust Assets into the Liquidation Trust, as set forth in this Plan; (d) the distribution of Cash pursuant to this Plan; (e) the adoption, execution, delivery and implementation of all contracts, instruments, releases and other agreements or documents related to any of the foregoing; (f) the adoption, execution and implementation of the Liquidation Trust Agreement; (g) all such actions required to satisfy the WMLP Debtors' obligations under the Intercompany Settlement Order; and (h) the other matters provided for under this Plan involving the corporate structure of any WMLP Debtor or corporate action to be taken by or required of any WMLP Debtor or the Liquidation Trustee.

D. No Revesting of Assets

Except as otherwise provided in Section III.A.2 of this Plan, to the extent not otherwise Distributed in accordance with this Plan, the property of the WMLP Debtors' Estates shall not revert in the WMLP Debtors on or after the Effective Date but shall instead vest in the Liquidation Trust to be administered by the Liquidation Trustee in accordance with this Plan and the Liquidation Trust Agreement.

E. Creation and Maintenance of Trust Accounts

1. Creation of Trust Accounts

On or prior to the Effective Date, appropriate Trust Accounts will be established and maintained in one or more federally insured domestic banks in the name of the Liquidation Trust or, if applicable and appropriate, a Third Party Disbursing Agent. Cash deposited in the Trust Accounts will be invested, held and used solely as provided in the Liquidation Trust Agreement. The Liquidation Trustee is authorized to establish additional Trust Accounts after the Effective Date, consistent with the terms of the Liquidation Trust Agreement. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, any Cash distributable to the Holders of Credit Agreement Claims pursuant to the Plan (including Miscellaneous Proceeds and Distribution Cash), to the extent deposited in a Trust Account, shall be held in trust for the Holders of Credit Agreement Claims until such Cash is distributed to such Holders in accordance with this Plan, and shall not be commingled with other funds.

2. Closure of Trust Accounts

Upon obtaining an order of the Bankruptcy Court authorizing final Distribution and/or closure of the WMLP Debtors' Chapter 11 Cases, any funds remaining in the Trust Accounts shall be distributed in accordance with this Plan and the Liquidation Trust Agreement, and the Trust Accounts may be closed.

F. Consolidation of the WMLP Debtors for Plan Purposes

On the Effective Date, the Estates of the WMLP Debtors shall be deemed consolidated solely for administrative purposes related to this Plan, including for purposes of (1) implementing this Plan, (2) voting, (3) assessing whether the standards for Confirmation have been met, (4) calculating and making Distributions under this Plan and (5) filing post-Confirmation reports and paying quarterly fees to the U.S. Trustee. As of the Effective Date: (1) all assets and liabilities of the WMLP Debtors shall be deemed merged; (2) all guarantees by one WMLP Debtor of the obligations of any other WMLP Debtor shall be deemed eliminated, and all guarantees executed by multiple WMLP Debtors of the obligations of any other Entity shall be deemed consolidated into a single obligation, so that any Claim against any WMLP Debtor and any guarantee thereof executed by any other WMLP Debtor and any joint or several liability of any of the WMLP Debtors shall be deemed to be one obligation of the WMLP Debtors; (3) each and every Claim Filed or to be Filed in the Chapter 11 Case of any WMLP Debtor shall be deemed Filed against all WMLP Debtors and shall be deemed one Claim against and a single obligation of the WMLP Debtors; and (4) Intercompany Claims between WMLP Debtors shall be eliminated and extinguished. This consolidation shall not affect (1) the legal and corporate structures of the WMLP Debtors; (2) the vesting of their assets in the Liquidation Trust; (3) the right to distributions from any insurance policies or proceeds of such policies; (4) any Liens granted or arising at any time prior to the Effective Date or the priority of those Liens; or

(5) the rights of the WMLP Debtors or the Liquidation Trustee to contest setoff or recoupment rights alleged by creditors on the grounds of lack of mutuality under section 553 of the Bankruptcy Code and other applicable law.

This Plan will serve as a motion seeking entry of an order consolidating the WMLP Debtors, as described and to the limited extent set forth in this Section III.F. Unless a written objection to such consolidation by any creditor affected by the same is Filed with the Bankruptcy Court and served on the Notice Parties on or before the Objection Deadline, or such other date as may be fixed by the Bankruptcy Court, the order approving the consolidation of the WMLP Debtors (which may be the Confirmation Order) may be entered by the Bankruptcy Court. In the event any such objections are timely Filed, a hearing with respect thereto will occur at the Confirmation Hearing.

G. Preservation of Causes of Action

Except as provided in this Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with this Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Liquidation Trustee will retain and may enforce any claims, demands, rights and causes of action that any Estate may hold against any Person or Entity to the extent not released under this Plan or otherwise, including the Avoidance Actions; provided that Avoidance Actions against Holders of General Unsecured Claims on the Petition Date shall not be retained and shall be forever waived and released. The Liquidation Trustee may pursue any such retained claims, demands, rights or causes of action, as appropriate, in accordance with the best interests of the Liquidation Trust Beneficiaries. A nonexclusive schedule of currently pending actions and claims brought by one or more WMLP Debtors is attached as Exhibit III.G. Except as otherwise provided in this Section, in accordance with and subject to any applicable law, the WMLP Debtors' inclusion or failure to include any right of action or claim on Exhibit III.G shall not be deemed an admission, denial or waiver of any claims, demands, rights or causes of action that any WMLP Debtor or Estate may hold against any Entity. The WMLP Debtors intend to preserve all such claims, demands, rights or causes of action as Avoidance Actions (except as otherwise provided in this Section or to the extent any such claim is specifically released herein).

H. Cancellation and Surrender of Instruments, Securities and Other Documentation

Except as provided in (1) the Plan, including the Intercompany Settlement Order and/or the WMLP Committee Settlement Order, (2) any contract, instrument or other agreement or document entered into or delivered in connection with the Plan, including the Liquidation Trust Agreement, the Intercompany Settlement Order and/or the WMLP Committee Settlement Order, and (3) the Asset Sales, on the Effective Date and concurrently with the applicable Distributions made pursuant to the Plan, all notes, instruments, certificates and other documents evidencing Claims against or Interests in the WMLP Debtors shall be deemed canceled and surrendered and of no further force and effect against the WMLP Debtors or the Liquidation Trust, without any further action on the part of any WMLP Debtor or the Liquidation Trust; provided, however, that notwithstanding anything to the contrary contained herein, any agreement, instrument, certificate and other document (including the Cash Collateral Order) that governs the rights of any of the WMLP Secured Parties shall continue in effect to allow: (a) the WMLP Agent to enforce its rights to compensation and indemnification (and the rights of any respective predecessor or successor thereto) vis-à-vis any party other than the WMLP Debtors; (b) the WMLP Secured Parties to enforce their respective rights, claims and interests (and those of any respective predecessor or successor thereto) vis-à-vis any parties that are not the WMLP Debtors; (c) the WMLP Secured Parties to receive and enforce their rights to distributions under the Plan (including for the WMLP Agent to receive such distributions and distribute them to the Holders of Allowed Credit Agreement Claims, as applicable); (d) the WMLP Agent to preserve its rights to payment of fees, expenses and indemnifications as against any money or property distributable to Holders of Allowed Credit Agreement Claims; and (e) the WMLP Secured Parties to appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court, including to enforce any obligations owed to the WMLP Secured Parties (including Holders of Credit Agreement Claims), as applicable.

I. 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.

J. Effectuating Documents; Further Transactions

On and after the Effective Date, the WMLP Debtors, the Liquidation Trust and the Liquidation Trustee are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and evidence the terms and conditions of this Plan and the Dissolution Transactions, in each case, in the name of and on behalf of the WMLP Debtors or the Liquidation Trust, as applicable, without the need for any approvals, authorization or consents except those expressly required pursuant to this Plan.

K. Substitution in Pending Legal Actions

On the Effective Date, the Liquidation Trust or the Liquidation Trustee, as applicable, shall be deemed to be substituted as the party to any litigation in which the WMLP Debtors are a party, including (but not limited to) (1) pending contested matters or adversary proceedings in the Bankruptcy Court, (2) any appeals of orders of the Bankruptcy Court and (3) any state court or federal or state administrative proceedings pending as of the Petition Date. The Liquidation Trustee and its professionals are not required to, but may take such steps as are appropriate to provide notice of such substitution.

**ARTICLE IV
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided in this 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 sections 365 and 1123 of the Bankruptcy Code, except for any Executory Contract or Unexpired Lease (1) identified on Exhibit IV.A hereto (which shall be Filed as 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.

Except as otherwise previously approved by an order of the Bankruptcy Court, entry of the Confirmation Order by the Bankruptcy Court shall constitute an order, pursuant to sections 365(a) and 1123 of the Bankruptcy Code, approving the assumptions and assignments and the rejections of such Executory Contracts and Unexpired Leases as set forth in the preceding paragraph. Unless otherwise indicated herein, assumptions and assignments, and rejections, of Executory Contracts and Unexpired Leases pursuant to this Plan shall be effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to this Plan or by Bankruptcy Court order and not assigned to a third party on or before the Effective Date 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 this Plan or any order of the Bankruptcy Court authorizing its assumption pursuant to section 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.

To the maximum extent permitted by law, to the extent any provision (including, without limitation, any "change of control" provision) in any Executory Contract or Unexpired Lease assumed pursuant to this Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such

Executory Contract or Unexpired Lease, then such provision shall be deemed modified such that the assumption and assignment contemplated by this Plan shall not entitle the counterparty thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto, except for asserting and pursuing a Cure Amount Claim. Notwithstanding anything to the contrary in this Plan, the WMLP Debtors reserve the right to alter, amend, modify or supplement Exhibit IV.A to this Plan in their discretion prior to the Effective Date on no less than five days' notice to any counterparty to an Executory Contract or Unexpired Lease affected thereby.

B. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed by the Liquidation Trust

With respect to any Executory Contract or Unexpired Lease assumed by the Liquidation Trust, any Cure Amount Claim shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Allowed amount of such Cure Amount Claim in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to any particular Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding: (1) the Allowed amount of any Cure Amount Claim; (2) the ability of the Liquidation Trust or another assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed; or (3) any other matter pertaining to assumption, no payments on account of the Cure Amount Claim shall be made until such dispute is resolved by a Final Order. At least 10 days before the Confirmation Hearing, the WMLP Debtors shall distribute, or cause to be distributed, notices of proposed assumption and proposed amounts of Cure Amount Claims to the applicable counterparties. 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) three days before the date of the Confirmation Hearing; and (2) seven days after receiving notice of any amendment, modification or supplement to Exhibit IV.A. 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.

Payment of the Allowed Cure Amount Claim upon the assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this 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.

C. Claims Based on Rejection of Executory Contracts and Unexpired Leases

Unless otherwise provided by a Bankruptcy Court order, any proofs of Claim asserting Claims arising from the rejection of any Executory Contracts and Unexpired Leases pursuant to this Plan must be Filed with the Claims and Noticing Agent within 30 days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection; provided that neither the WLB Debtors nor the WMLP Secured Parties shall be required to file any proofs of Claim relating to the rejection of any Executory Contracts or Unexpired Leases; provided further that the WMLP Debtors retain all rights to request that the Bankruptcy Court enter an order requiring the WLB Debtors to file any such proofs of Claim, with the deadline for filing being no less than 30 days after the entry of such order.

Any proofs of Claim arising from the rejection of any Executory Contracts and Unexpired Leases that are required to be but are not timely Filed shall be disallowed automatically, forever barred from assertion, and shall not be enforceable against any WMLP Debtor or the Liquidation Trust without the need for any objection by the WMLP Debtors or the Liquidation Trust or further notice to or action, order, or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of any Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Section II hereof.

The Liquidation Trust reserves the right to object to, settle, compromise or otherwise resolve any Claim Filed on account of a rejected Executory Contract or Unexpired Lease.

Holders of Claims arising from the rejection of Executory Contracts and Unexpired Leases that are required to File but with respect to which no proof of Claim is timely Filed will be forever barred from asserting a Claim against the WMLP Debtors, the Estates, the Liquidation Trust or the property of any of the foregoing, unless otherwise expressly allowed by the Bankruptcy Court.

D. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into or assumed by a WMLP Debtor after the Petition Date (other than the Intercompany Settlement Order, the WMLP Committee Settlement Order, and the WMLP TSA) that are not assigned to the Oxford Purchaser, the Kemmerer Purchaser or the Liquidation Trust shall be considered repudiated by the applicable WMLP Debtor as of the Effective Date, and the counterparties to such contracts, if they believe that such repudiation constitutes a breach of such contract or lease, must File a Claim within 30 days of the Effective Date in accordance with this Plan or have their rights forever waived and released. For the avoidance of doubt, the Intercompany Settlement Term Sheet, the WMLP Committee Settlement Term Sheet, and the WMLP TSA shall not be repudiated as of the Effective Date and shall remain in full force and effect.

E. WMLP Insurance Policies

All rights of the WMLP Debtors under the WMLP Insurance Policies shall automatically become vested in the Liquidation Trust as of the Effective Date without necessity for further approvals or orders. To the extent that any such WMLP Insurance Policies are deemed Executory Contracts, then, unless such WMLP Insurance Policies have been rejected pursuant to an order of the Bankruptcy Court (including the Confirmation Order), notwithstanding anything to the contrary in this Plan, this Plan shall constitute a motion to assume and assign to the Liquidation Trust, permit to "ride through" or ratify such WMLP Insurance Policies. Subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute both approval of such assumption and assignment pursuant to section 365 of the Bankruptcy Code and a finding by the Bankruptcy Court that such assumption and assignment is in the best interests of the Estates. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed upon by the parties prior to the Effective Date, no payments shall be required to cure any defaults existing as of the Confirmation Date with respect to any WMLP Insurance Policy assumed and assigned to the Liquidation Trust pursuant to this Section IV.E. Each applicable insurance company is prohibited from, and the Confirmation Order shall include an injunction against, denying, refusing, altering or delaying coverage on any basis regarding or related to these Chapter 11 Cases, this Plan or any provision within this Plan, including the treatment or means of liquidation set out within this Plan for any insured Claims or Causes of Action. Nothing in this Plan shall impair the rights of the Liquidation Trust with respect to (or affect the coverage under) any WMLP Insurance Policy that provides liability coverage for officers, directors, and other fiduciaries of the WMLP Debtors and their Affiliates.

F. Reservation of Rights

Neither the identification of any contract or lease as assumed, assumed and assigned or rejected in connection with the Asset Sales nor anything contained in this Plan or the Plan Supplement, nor the WMLP Debtors' delivery of a notice of proposed assumption and proposed Cure Amount Claim to an applicable counterparty shall constitute an admission by the WMLP Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any WMLP Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired on the Effective Date, the Liquidation Trustee shall have 30 days following entry of a Final Order resolving such dispute to determine whether to alter the treatment of such contract or lease hereunder.

**ARTICLE V
PROVISIONS REGARDING DISTRIBUTIONS**

A. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in this Article V, Distributions to be made on the Effective Date to Holders of Allowed Claims as provided by Article II or this Article V shall be deemed made on the Effective Date if made on the Effective Date or as promptly thereafter as practicable by the WMLP Debtors or the Liquidation Trustee.

B. Method of Distributions to Holders of Claims

All Distributions to be made under this Plan shall be made by the Disbursing Agent or such Third Party Disbursing Agents as the Liquidation Trustee may employ in its sole discretion. Each Disbursing Agent may serve without bond, and any Disbursing Agent may employ or contract with other entities to assist in or make the Distributions required by this Plan, if approved by the Liquidation Trustee.

C. Disbursing Agent

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) make all Distributions contemplated in this Plan; (b) effectuate all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan; and (c) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Disbursing Agent on or after the Effective Date (including Taxes) and any reasonable compensation to the Disbursing Agent for services rendered shall be paid in Cash by the Liquidation Trustee as part of the WMLP Winddown Costs pursuant to the terms of the Liquidation Trust Agreement and the Plan.

3. No Liability

Except on account of gross negligence or willful misconduct, the Disbursing Agent shall have no (a) liability to any party for actions taken in accordance with this Plan or in reliance upon information provided to it in accordance with this Plan or (b) obligation or liability to any party who does not hold a Claim against the WMLP Debtors as of the Distribution Record Date or any other date on which a Distribution is made or who does not otherwise comply with the terms of this Plan.

D. Disputed Claims Reserves

1. Establishment of Disputed Claims Reserves

On the Effective Date or as soon thereafter as is reasonably practicable, the Liquidation Trustee shall establish Disputed Claims Reserves for Disputed Administrative Expense Claims and Disputed WMLP Committee Settlement Claims, which reserves shall be administered by the Liquidation Trustee. The Liquidation Trustee shall reserve, in Cash or other property, on account of the full asserted amount (or such lesser amount as may be determined or estimated by the Bankruptcy Court after notice and a hearing in accordance with Article VI hereof) with respect to each such Disputed Claim. For the avoidance of doubt, the Liquidation Trustee may administer the Disputed Claims Reserves by book entry.

2. Maintenance of Disputed Claims Reserves

The property in the Disputed Claims Reserves shall be held in trust for the benefit of the Holders of Claims ultimately determined to be Allowed in each applicable Class. Each Disputed Claims Reserve shall be closed by the Liquidation Trust when all Distributions required to be made under this Plan to the Holders of Claims in the applicable Class will have been made in accordance with the terms of this Plan. Upon closure of a Disputed Claims Reserve, all Cash (including any investment yield on the Cash) and other property held in that Disputed Claims Reserve shall become Distribution Cash and be distributed in accordance with this Plan or the Liquidation Trust Agreement, as applicable.

E. Investment of Trust Accounts

To assist in making distributions under this Plan, the applicable Trust Accounts may be held in the name of the Liquidation Trustee or in the name of one or more Third Party Disbursing Agents for the benefit of Holders of Allowed Claims under this Plan, or a secondary Trust Account may be created in the name of the Third Party Disbursing Agent for the purpose of making disbursements. The Liquidation Trustee shall invest, or shall direct the Third Party Disbursing Agents to invest, Cash in the Trust Accounts, subject to the limitations established by the Liquidation Trust Agreement; provided, however, that should the Liquidation Trustee determine, in its sole discretion, that the administrative costs associated with such investment will exceed the return on such investment, it may direct the Third Party Disbursing Agent not to invest such Cash. Distributions of Cash from accounts held by Third Party Disbursing Agents will include a Pro Rata share of any interest or other proceeds, if any, from such investment of Cash, net of any Taxes payable with respect thereto.

F. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

Distributions to holders of Allowed Claims will be made by a Disbursing Agent: (a) at the addresses set forth on the respective proofs of Claim Filed by Holders of such Claims or request for payment of Administrative Expense Claim, as applicable; (b) at the address for a Claim transferee set forth in a valid and timely notice of transfer of Claim Filed with the Bankruptcy Court; (c) at the addresses set forth in any written notice of address change Filed with the Bankruptcy Court or delivered to the Disbursing Agent after the date of Filing of any related proof of Claim; (d) at the addresses reflected in the applicable WMLP Debtor's Schedules if no proof of Claim has been Filed and the Disbursing Agent has not received a written notice of a change of address; or (e) if clauses (a) through (d) are not applicable, at the last address directed by such holder after such Claim becomes an Allowed Claim.

2. Undeliverable Distributions Held by Disbursing Agents

a. Holding of Undeliverable Distributions

If any Distribution to a Holder of an Allowed Claim is returned to a Disbursing Agent as undeliverable, no further Distributions will be made to such Holder unless and until the applicable Disbursing Agent is notified by written certification of such Holder's then-current address. Subject to Section V.F.2.c below, Distributions returned to a Disbursing Agent or otherwise undeliverable will remain in the possession of the applicable Disbursing Agent until such time as a Distribution becomes deliverable. Subject to Section V.F.2.c, while remaining in the possession of the applicable Disbursing Agent, undeliverable Distributions will be held for the benefit of the potential claimants of such Distributions.

b. After Distributions Become Deliverable

On each Distribution Date, the applicable Disbursing Agent will make all Distributions that became deliverable to holders of Allowed Claims after the most recent Distribution Date; provided, however, that the applicable Disbursing Agent, in its sole discretion, may establish a record date prior to each Distribution Date, such that only Claims allowed as of the record date will participate in such periodic Distribution. Notwithstanding the

foregoing, the applicable Disbursing Agent reserves the right, if it determines a Distribution on any Distribution Date is uneconomical or unfeasible, or is otherwise unadvisable, to postpone a Distribution Date.

c. Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim that does not assert its right to an undeliverable Distribution prior to the date that is 90 days prior to the Final Distribution Date will be forever barred from asserting any such Claim against the WMLP Debtors, the Liquidation Trustee, their respective property or the Trust Accounts. In such cases, unclaimed Distributions will be maintained in the applicable Trust Account for redistribution to other claimants entitled to Distribution from such Trust Account.

G. Delivery of Distributions on Credit Agreement Claims

Notwithstanding any provision of the Plan to the contrary, all distributions on account of Allowed Credit Agreement Claims shall be made to or at the direction of the WMLP Agent for further distribution to the Holders of Credit Agreement Claims in accordance with the Credit Agreement Documents and the Plan, and shall be deemed completed when made to or at the direction of the WMLP Agent, which shall be deemed the Holder of its respective portion of the Allowed Credit Agreement Claims for purposes of distributions to be made hereunder. As soon as practicable following any delivery of distributions to the WMLP Agent on account of Allowed Credit Agreement Claims, the WMLP Agent shall arrange to deliver any such distributions to or on behalf of their respective Holders of Credit Agreement Claims. For the avoidance of doubt, the WMLP Agent shall have no liability to any party for actions taken in accordance with this Plan or in reliance upon information provided to it in accordance with this Plan, and the Liquidation Trustee shall reimburse the WMLP Agent from the WMLP Winddown Reserve for any reasonable and documented fees and expenses (including reasonable and documented fees and expenses of its counsel and agents) incurred on or after the Effective Date in connection with the implementation of the Plan, including but not limited to, making distributions pursuant to and in accordance with the Plan.

H. Distribution Record Date

As of 5:00 p.m. (prevailing Central Time) on the Distribution Record Date, the transfer registers for Claims shall be closed. The Disbursing Agent shall have no obligation to recognize the transfer or sale of any Claim that occurs after such time on the Distribution Record Date and shall be entitled for all purposes herein to recognize and make Distributions only to those Holders who are Holders of Claims as of 5:00 p.m. on the Distribution Record Date. The Distribution Record Date shall not apply to any of the WLB Debtors.

Except as otherwise provided in a Final Order of the Bankruptcy Court, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to 5:00 p.m. (prevailing Central Time) on the Distribution Record Date shall be treated as the Holders of such Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer has not expired by the Distribution Record Date.

I. De Minimis Distributions

No Distribution of less than \$250 shall be made by the Disbursing Agent. Each such Distribution shall revert in the Liquidation Trust for distribution to Holders of other Allowed Claims in the applicable Class in accordance with this Plan. Whenever a payment of a fraction of a dollar would otherwise be called for, the actual payment may reflect a rounding down to the nearest whole dollar.

J. Compliance with Tax Requirements

In connection with this Plan, to the extent applicable, the WMLP Debtors or the Liquidation Trustee, as applicable, shall comply with all Tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Distributions shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Distribution to generate sufficient funds to pay applicable withholding Taxes, withholding

Distributions pending receipt of information necessary to facilitate such Distributions or establishing any other mechanisms the Disbursing Agent believes are reasonable and appropriate. The Disbursing Agent shall have the right to allocate all Distributions in compliance with applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances.

The Disbursing Agent shall be authorized to require each Holder of a Claim to provide it with an executed Form W-9, Form W-8 or other appropriate tax form or documentation as a condition precedent to being sent a Distribution. The applicable Disbursing Agent shall provide advance written notice of such requirement to each Holder of a Claim affected thereby. The notice shall provide each Holder of a Claim with a specified time period after the date of mailing of such notice to provide an executed Form W-9, Form W-8 or other tax form or documentation to the Disbursing Agent. If a Holder of an Allowed Claim does not provide the Disbursing Agent with an executed Form W-9, Form W-8 or other tax form or documentation within the time period specified in such notice, or such later time period agreed to by the Disbursing Agent in writing in its discretion, then the Disbursing Agent, in its sole discretion, may (1) make a Distribution net of any applicable withholding or (2) determine that such Holder shall be deemed to have forfeited the right to receive any Distribution, in which case, any such Distribution shall revert to the Liquidation Trust for Distribution on account of other Allowed Claims and the Claim of the Holder originally entitled to such Distribution shall be waived, discharged and forever barred without further order of the Bankruptcy Court.

K. Manner of Payment Under the Plan

Unless a Holder of an Allowed Claim and the Disbursing Agent otherwise agree, any Distribution to be made in Cash shall be made, at the election of the Disbursing Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may, in addition to the foregoing, be made at the option of the Disbursing Agent in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

L. Time Bar to Cash Payments

Checks issued in respect of Allowed Claims shall be null and void if not negotiated within 120 days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Disbursing Agent by the Entity to whom such check was originally issued. Any claims in respect of such voided check shall be discharged and forever barred and such unclaimed Distribution shall be re-allocated as set forth in Section V.F.2 of this Plan, notwithstanding any federal or state escheat laws to the contrary.

M. Setoffs

Except with respect to Claims released pursuant to this Plan or any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, the Disbursing Agent may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Claim (and the Distributions to be made on account of such Claim), counterclaims, rights and causes of action of any nature that such WMLP Debtor may hold against the Holder of such Claim: provided, however, that the failure to effectuate such a setoff shall not constitute a waiver or release by the applicable WMLP Debtor, the Disbursing Agent or the Liquidation Trust of any Causes of Action that the WMLP Debtors or the Liquidation Trust may possess against the Holder of a Claim. For the avoidance of doubt, nothing in this Plan shall preclude the WLB Debtors and the WMLP Debtors from continuing to set off or recoup postpetition ordinary course intercompany payables and receivables in a manner consistent with the Debtors' past cash management and accounting practices.

N. Allocation Between Principal and Accrued Interest

Except as provided in the Cash Collateral Order or otherwise with respect to any Credit Agreement Claims, interest shall not accrue on any Holder's Claim entitled to a Distribution from Liquidation Trust Assets in respect of the period from the Petition Date to the date a final Distribution is made on such Claim. To the extent that any Allowed Claim entitled to a Distribution from Liquidation Trust Assets consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such Distribution shall be allocated first to the principal amount of the

Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

O. Distributions to Holders of Disputed Claims

Notwithstanding any other provision of this Plan: (1) no Distributions will be made on account of a Disputed Claim until such Claim becomes an Allowed Claim, if ever; and (2) except as otherwise agreed to by the relevant parties, no partial Distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, any Distributions shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. On the Distribution Date that is at least 30 days after a Disputed Claim becomes an Allowed Claim (or such lesser period as the Disbursing Agent may determine), the Holder of such Claim shall receive any Distribution to which such Holder would have been entitled under the Plan as of the Effective Date (including any Distribution such Holder would have been entitled to on the Distribution Date on which such Holder is receiving its initial Distribution) if such claim had been Allowed as of the Effective Date, without any interest to be paid on account of such Claim.

P. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

To the extent that the Holder of an Allowed Claim receives a Third Party Payment, the Liquidation Trustee shall be authorized to reduce, for the purposes of Distribution, the Allowed amount of such Claim by the amount of the Third Party Payment, and such Claim shall be disallowed or deemed satisfied, as applicable, to the extent of the Third Party Payment without an objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

2. Claims Payable by Insurance

No Distributions shall be made on account of any Allowed Claim that is payable pursuant to a WMLP Insurance Policy until the Holder of such Allowed Claim has exhausted all remedies with respect to such WMLP Insurance Policy. To the extent that any of the WMLP Debtors' insurers agrees to satisfy in full or in part an Allowed Claim, then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without an objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable WMLP Insurance Policy. Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the WMLP Debtors or any other Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**ARTICLE VI
DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS**

A. Allowance of Claims

After the Effective Date, the Liquidation Trustee shall have any and all rights and defenses that the WMLP Debtors had with respect to any Claim immediately before the Effective Date, except with respect to any Claim deemed Allowed or released under this Plan. All settled Claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

Any Claim that has been listed in the Schedules as disputed, contingent or unliquidated, and for which no proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action and without any further notice to or action, order or approval of the Bankruptcy Court.

B. Prosecution of Objections to Claims

1. Authority to Prosecute and Settle Claims

Except as otherwise specifically provided in this Plan, the WMLP Debtors, prior to the Effective Date, and the Liquidation Trustee, after the Effective Date, shall have the sole authority to: (a) File, withdraw or litigate to judgment, objections to Claims; (b) settle or compromise any Disputed Claim (other than a Professional Fee Claim) without any further notice to or action, order or approval by the Bankruptcy Court; and (c) direct the Claims and Noticing Agent to adjust the claims register to reflect any such resolutions without any further notice to or action, order or approval by the Bankruptcy Court.

2. Pending Objections

To the extent that the WMLP Debtors have Filed objections to Claims that remain pending as of the Effective Date, the Liquidation Trustee shall be substituted as the objecting party without further action of the parties or order of the Court.

3. Application of Bankruptcy Rules

To facilitate the efficient resolution of Disputed Claims, the Liquidation Trustee shall, notwithstanding Bankruptcy Rule 3007(c), be permitted to File omnibus objections to Claims.

4. Authority to Amend Schedules

The WMLP Debtors and the Liquidation Trustee, as applicable, will have the authority to amend the Schedules with respect to any Claim and to make distributions based on such amended Schedules (if no proof of Claim is timely Filed in response thereto) without approval of the Bankruptcy Court. If any such amendment to the Schedules reduces the amount of a Claim or changes the nature or priority of a Claim, the WMLP Debtors or the Liquidation Trustee, in accordance with the Bar Date Order, will provide the Holder of such Claim with notice of such amendment and such parties will have 30 days to File an objection to such amendment in the Bankruptcy Court.

5. Request for Extension of Claims Objection Bar Date

Upon motion to the Bankruptcy Court, the Liquidation Trustee may request one or more extensions to the Claims Objection Bar Date generally or with respect to a specific list of Claims. Any extension granted by the Bankruptcy Court shall not be considered to be a Plan modification under section 1127 of the Bankruptcy Code.

C. Estimation of Claims

The WMLP Debtors, prior to the Effective Date, and the Liquidation Trustee after the Effective Date, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to such Claim or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under this Plan (including for purposes of Distributions), and the relevant WMLP Debtor or the Liquidation Trustee (as the case may be) may elect to pursue any supplemental proceedings to object to any ultimate Distribution on such Claim.

D. Claims Subject to Pending Actions

Except as otherwise provided in this Plan, any Claims held by Entities against which a WMLP Debtor, the Liquidation Trustee or another party in interest Files a complaint constituting an Avoidance Action, shall be deemed Disputed Claims pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any Distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due as a result, if any, have been turned over by that Entity to the Liquidation Trust.

E. Offer of Judgment

The WMLP Debtors, before the Effective Date, and the Liquidation Trustee, after the Effective Date, are authorized to serve upon a Holder of a Disputed Claim an offer to allow judgment to be taken on account of such Disputed Claim, and, pursuant to Bankruptcy Rules 7068 and 9014, Federal Rule of Civil Procedure 68 shall apply to such offer of judgment. To the extent the Holder of a Disputed Claim must pay the costs incurred by the WMLP Debtors after the making of such offer, the WMLP Debtors are entitled to set off such amounts against the amount of any Distribution to be paid to such Holder without any further notice to or action, order, or approval of the Bankruptcy Court.

**ARTICLE VII
CONFIRMATION OF THE PLAN**

A. Conditions Precedent to Confirmation

The Bankruptcy Court shall not be requested to enter the Confirmation Order unless and until the following conditions have been satisfied or duly waived pursuant to Section VII.C below:

1. The Disclosure Statement Order shall have been entered and shall not have been stayed, modified, or vacated on appeal.
2. The Intercompany Settlement Order shall be in full force and effect, and shall not have been stayed, modified, or vacated on appeal.
3. The WMLP Committee Settlement Order shall be in full force and effect, and shall not have been stayed, modified, or vacated on appeal.
4. This Plan and the Confirmation Order shall be in form and substance acceptable to the WMLP Debtors, the Conflicts Committee, the Creditors' Committee and the WMLP Secured Parties.
5. The Kemmerer Closing Date shall have occurred.

B. Conditions Precedent to the Effective Date

The Effective Date will not occur, and the Plan will not be consummated, unless and until the following conditions have been satisfied or duly waived pursuant to Section VII.C below:

1. The Kemmerer Closing Date shall have occurred.
2. The Disclosure Statement Order shall have been entered and effective immediately upon its entry, shall be in full force and effect, and shall not be have been stayed, modified or vacated on appeal.
3. The Confirmation Order shall have been entered and effective immediately upon its entry, shall be in full force and effect, and shall not be have been stayed, modified or vacated on appeal.

4. The Intercompany Settlement Order shall be in full force and effect, and shall not have been stayed, modified, or vacated on appeal.

5. The WMLP Committee Settlement Order shall be in full force and effect, and shall not have been stayed, modified, or vacated on appeal.

6. The Kemmerer Distribution and all other distributions that were required to be made to the Holders of Allowed Credit Agreement Claims prior to the Effective Date shall have been made.

7. All other documents and agreements necessary to implement this Plan on the Effective Date, including without limitation the Liquidation Trust Agreement, shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Unit in accordance with applicable laws, and all other actions required to be taken in connection with the Effective Date shall have occurred.

8. The Liquidation Trustee shall have been appointed and have accepted his or her appointment and the Liquidation Trust Agreement shall have been executed.

9. The Trust Accounts shall be created and funded as set forth herein.

10. The Professional Fee Escrow Account shall be created and funded as set forth herein.

11. All statutory fees and obligations then due and payable to the U.S. Trustee shall have been paid in full.

12. All fees and expenses of the WMLP Secured Parties payable pursuant to the Cash Collateral Order and pursuant to the Plan (to the extent payable before the Effective Date) shall have been paid in full.

13. The WMLP Secured Lenders have determined in their reasonable discretion that all services and benefits provided (or necessary to be provided) by the WLB Debtors or WLB Stalking Horse Purchaser, as applicable, to ensure a full transition of assets and facilitate the retention of employees by the purchaser pursuant to the Kemmerer Sale have been satisfactorily transferred or transitioned.

14. The Effective Date shall occur no later than April 30, 2019 unless extended by the WMLP Secured Lenders in consultation with the WMLP Debtors.

C. Waiver of Conditions to Confirmation or the Effective Date

Each condition to Confirmation set forth in Section VII.A and each condition to the Effective Date set forth in Section VII.B may be waived in whole or in part at any time by the WMLP Debtors, the Conflicts Committee and the WMLP Secured Parties without further order of the Court; provided that the conditions set forth in Sections VII.A.1, VII.A.3, VII.A.4, VII.B.1, VII.B.2, VII.B.3, VII.B.5, VII.B.8, VII.B.9, VII.B.10 and VII.B.14 shall not be waived without the consent of the Creditors' Committee.

D. Effect of Nonoccurrence of Conditions to the Effective Date

The WMLP Debtors reserve the right, with the consent of the WMLP Secured Lenders and the Creditors' Committee, to seek to withdraw this Plan at any time prior to the Effective Date. If this Plan is withdrawn pursuant to this Section: (1) each of this Plan and the Confirmation Order shall be null and void in all respects, including with respect to (a) the assumption, assignment and rejection of Executory Contracts and Unexpired Leases and (b) the releases described in Section VII.F.4; and (2) nothing contained in this Plan or the Confirmation Order shall (a) constitute a waiver or release of any Claims by or against, or any Interest in, any WMLP Debtor or (b) prejudice in any manner the rights of the WMLP Debtors or any other party in interest.

E. Nonconsensual Confirmation

Because Classes 4, 5 and 6 are conclusively presumed to have rejected this Plan, the WMLP Debtors request that the Bankruptcy Court confirm this Plan in accordance with section 1129(b) of the Bankruptcy Code with respect to such non-accepting Classes, and this Plan shall constitute a motion for such relief. The WMLP Debtors reserve the right, without any delay in the occurrence of the Confirmation Hearing or the Effective Date, to amend this Plan in accordance with Section IX.A.

F. Effect of Confirmation

1. Dissolution of Official Committees

Following the Effective Date, the Creditors' Committee shall remain in place solely for the purpose of addressing (a) final fee applications for all Professionals and (b) the resolution of any appeals of the Confirmation Order. Upon the dissolution of the Creditors' Committee, the members of the Creditors' Committee and their respective Professionals will cease to have any duty, obligation or role arising from or related to the WMLP Debtors' Chapter 11 Cases and shall be released and discharged from all rights and duties from or related to the WMLP Debtors' Chapter 11 Cases.

On the Effective Date, any other statutory committee appointed in the Chapter 11 Cases shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases.

2. Comprehensive Settlement of Claims and Controversies

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, this Plan incorporates an integrated compromise and settlement designed to achieve a beneficial and efficient resolution of these Chapter 11 Cases for all parties in interest. Accordingly, in consideration of the Distributions and other benefits provided under this Plan, the provisions of this Plan, including the releases set forth in Section VII.F.4 hereof, shall constitute a good-faith compromise and settlement of all Claims, disputes and controversies relating to the rights that a Holder of a Claim may have against any WMLP Debtor or with respect to any Distribution to be made pursuant to this Plan on account of any such Claim.

The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such Claims, disputes, or controversies provided for herein, and the Bankruptcy Court's determination that such compromises and settlements are in the best interests of the WMLP Debtors, their Estates, creditors and all other parties in interest, and are fair, equitable and within the range of reasonableness. If the Effective Date does not occur, the settlements set forth herein shall be deemed to have been withdrawn without prejudice to the respective positions of the parties.

3. 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.

4. Releases

a. 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.

b. 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.

5. 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.

6. 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.

G. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, (1) the WMLP Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and (2) pursuant to section 1125(e) of the Bankruptcy Code, the WMLP Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of any securities offered and sold under this Plan and any previous plan.

H. Non-Insider Retention Plan

Immediately upon the occurrence of the Effective Date, subject to the Non-Insider Retention Plan Order, employees who provide services at the Kemmerer Assets and who are participants in the programs approved pursuant to the Non-Insider Retention Plan Order shall be entitled to an award under such programs based on performance during the period between January 1, 2018 and the Effective Date. The WMLP Debtors shall be responsible for such awards on the occurrence of the Effective Date to the extent not previously paid or distributed to such participants.

**ARTICLE VIII
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and this Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

A. Allow, disallow, estimate, determine, liquidate, reduce, classify, re-classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of (1) any request for payment of any Administrative Expense Claim and (2) any and all objections to the amount, allowance, priority or classification of Claims or Interests;

B. Grant or deny any applications for allowance of any Professional Fee Claims for periods ending on or before the Effective Date;

C. Resolve any matters related to the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which any WMLP Debtor is a party or with respect to which any WMLP Debtor may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom, including any Cure Amount Claims;

D. Ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

E. Decide or resolve any motions, adversary proceedings, contested matters and any other matters Filed in the Bankruptcy Court involving any WMLP Debtor or the Liquidation Trust that may be pending on the Effective Date or brought thereafter;

F. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all contracts, instruments, releases and other agreements or documents entered into or delivered in connection with the Chapter 11 Cases, the Asset Sales, the Intercompany Settlement, the WMLP Committee Settlement Order, this Plan, the Disclosure Statement or the Confirmation Order;

G. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of this Plan, the Confirmation Order or any contract, instrument,

release or other agreement or document that is entered into or delivered pursuant to this Plan, the Confirmation Order or the Asset Sales;

H. Modify this Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code; modify the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, the Disclosure Statement, the Asset Sales, the Confirmation Order or any contract, instrument, release or other agreement or document entered into, delivered or created in connection with this Plan, the Asset Sales or the Intercompany Settlement, in such manner as may be necessary or appropriate to consummate this Plan and the transactions contemplated hereby;

I. Hear and determine any matter, case, controversy, suit, dispute, or Cause of Action regarding the existence, nature and scope of the releases, injunctions and exculpation provided under this Plan, and issue injunctions, enforce the injunctions contained in this Plan and the Confirmation Order, enter and implement other orders or take such other actions as may be necessary or appropriate to implement, enforce or restrain interference by any Entity with respect to the consummation, implementation or enforcement of this Plan or the Confirmation Order, including the releases, injunctions, and exculpation provided under this Plan;

J. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated or if Distributions pursuant to this Plan are enjoined or stayed;

K. Determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, the Disclosure Statement, the Confirmation Order, the Asset Sales, the Intercompany Settlement or the WMLP Committee Settlement Order;

L. Hear and determine any matter, case, controversy, suit, dispute, or Cause of Action relating to the WMLP TSA;

M. Enforce, clarify or modify any orders previously entered by the Bankruptcy Court in the Chapter 11 Cases;

N. Enter a final decree closing the Chapter 11 Cases;

O. Determine matters concerning state, local and federal Taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code, including any Disputed Claims for Taxes;

P. Assist in recovery of all assets of the WMLP Debtors and their Estates, wherever located; and

Q. Hear any other matter over which the Bankruptcy Court has jurisdiction.

ARTICLE IX MISCELLANEOUS PROVISIONS

A. Modification of the Plan

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and the limitations on modification of the releases contained in the Plan set forth in the Intercompany Settlement Order, the WMLP Debtors reserve the right to alter, amend or modify the Plan before the Effective Date with the consent of the WMLP Secured Lenders and the Creditors' Committee (and such altered, amended or modified Plan shall be in form and substance acceptable to the WMLP Secured Lenders and the Creditors' Committee). Prior to the Effective Date, the WMLP Debtors may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court, but with the consent of the WMLP Secured Lenders and the Creditors' Committee (and such modified Plan shall be in form and substance acceptable to the WMLP Secured Lenders and the Creditors' Committee). Holders of Claims that have accepted the Plan shall be deemed to have accepted the Plan

as amended, modified, or supplemented, if the proposed amendment, modification or supplement does not materially and adversely change the treatment of such Claim; provided, however, that any Holders of Claims who were deemed to accept the Plan because such Claims were Unimpaired shall continue to be deemed to accept the Plan only if, after giving effect to such amendment, modification or supplement, such Claims continue to be Unimpaired. Notwithstanding anything contained herein to the contrary, any modifications, amendments, or supplements to the Plan that affect the Intercompany Settlement Order, the WMLP Committee Settlement Order and/or any respective rights, remedies, obligations or terms therein, shall require the consent of each party to the Intercompany Settlement Order or the WMLP Committee Settlement Order, as applicable, in the manner set forth therein.

B. Revocation of the Plan or Non-Occurrence of the Confirmation Date or Effective Date

The WMLP Debtors reserve the right, with the consent of the WMLP Secured Lenders and in consultation with the Creditors' Committee, to revoke or withdraw this Plan as to any (or all) of the WMLP Debtors prior to the Effective Date. If this Plan is revoked or withdrawn as to any (or all) of the WMLP Debtors, or if the Confirmation Date or the Effective Date as to any (or all) of the WMLP Debtors does not occur, then this Plan shall be null and void in all respects solely with respect to such WMLP Debtors, and nothing contained in this Plan shall:

(1) prejudice in any manner the rights of any WMLP Debtor or any other party in interest; (2) constitute a waiver or release of any claims by or against, or any interests in, any of the WMLP Debtors or any other Entity; or (3) constitute an admission of any sort by any WMLP Debtor or any other Entity. The revocation or withdrawal of this Plan with respect to one or more WMLP Debtors shall not require the re-solicitation of this Plan with respect to the remaining WMLP Debtors.

C. Conversion or Dismissal of Certain of the Chapter 11 Cases

If the requisite Classes do not vote to accept this Plan with respect to any WMLP Debtor or the Bankruptcy Court does not confirm this Plan with respect to any WMLP Debtor, such WMLP Debtor shall have the right to seek to have its Chapter 11 Case dismissed or converted, or to liquidate or dissolve itself under applicable nonbankruptcy law or chapter 7 of the Bankruptcy Code.

D. Inconsistency

In the event of any inconsistency among the Plan, the Disclosure Statement or any exhibit or schedule to the Disclosure Statement, the provisions of the Plan (including, for the avoidance of doubt, the provisions of (1) the Intercompany Settlement Order and (2) the WMLP Committee Settlement Order shall govern. In the event of any inconsistency among the Plan (other than the provisions of (1) the Intercompany Settlement Order and (2) the WMLP Committee Settlement Order and any document or agreement Filed in the Plan Supplement, such document or agreement shall control. In the event of any inconsistency among the Plan (other than the provisions of (1) the Intercompany Settlement Order and (2) the WMLP Committee Settlement Order or any document or agreement Filed in the Plan Supplement and the Confirmation Order, the Confirmation Order shall control. Notwithstanding anything to the contrary herein, in the event of an inconsistency between the Plan, the Disclosure Statement, the Plan Supplement, and/or the Confirmation Order, on the one hand, and the Intercompany Settlement Order or the WMLP Committee Settlement Order, as applicable, on the other hand, the Intercompany Settlement Order or the WMLP Committee Settlement Order, as applicable, shall control.

For the avoidance of doubt, failure to include one or more of provisions of the Intercompany Settlement Order in this Plan shall not affect the validity or enforceability of such provision(s), which shall remain valid, binding and enforceable pursuant to the Intercompany Settlement Order, in accordance with the terms thereof.

E. Exhibits and Schedules

All exhibits and schedules to this Plan (including, but not limited to, the Plan Supplement, the Intercompany Settlement Order and the WMLP Committee Settlement Order) are incorporated into and constitute a part of this Plan as if set forth herein.

F. Severability

If prior to the entry of the Confirmation Order, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court may, at the request of the WMLP Debtors, alter and interpret such term or provision to the extent necessary to render it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as so altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remaining terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

G. Successors and Assigns

Except as expressly provided otherwise in this Plan, the rights, benefits and obligations of any Person named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign, Affiliate, representative, beneficiary or guardian, if any, of each Person.

H. Service of Documents

Any pleading, notice or other document required by this Plan or the Confirmation Order to be served on or delivered to counsel to: (1) the WMLP Debtors; (2) the WLB Debtors; (3) the WMLP Secured Parties; (4) the WMLP Agent; (5) the Creditors' Committee; or (6) the WLB Stalking Horse Purchaser must be sent via electronic mail, overnight delivery service, or hand delivery on:

1. The WMLP Debtors

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2. The WLB Debtors

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-and-

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3. The WMLP Secured Parties

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-and-

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5. The Creditors' Committee

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-and-

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6. The WLB Stalking Horse Purchaser

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**ARTICLE X
CONFIRMATION REQUEST**

The WMLP Debtors request Confirmation of this Plan pursuant to section 1129 of the Bankruptcy Code.

Respectfully submitted,

Dated: March 15, 2019

By: /s/ Michael G. Hutchinson
Name: Michael G. Hutchinson, on behalf of
Westmoreland Resources GP, LLC and
Westmoreland Resource Partners, LP

Dated: March 15, 2019

By: /s/ Joseph E. Micheletti
Name: Joseph E. Micheletti, on behalf of Westmoreland
Kemmerer, LLC; Oxford Mining Company, LLC;
Harrison Resources, LLC; Oxford Mining
Company-Kentucky, LLC; Daron Coal Company,
LLC; Oxford Conesville, LLC; and Westmoreland
Kemmerer Fee Coal Holdings, LLC