

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

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In re:	)	
	)	Chapter 11
	)	
WESTMORELAND COAL COMPANY, <i>et al.</i> , <sup>1</sup>	)	Case No. 18-35672 (MI)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

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**DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF AN  
ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN  
DONLIN, RECANO & COMPANY, INC., AS CLAIMS, NOTICING, AND  
SOLICITATION AGENT, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

**THIS APPLICATION SEEKS ENTRY OF AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE APPLICATION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOUR RESPONSE MUST STATE WHY THE APPLICATION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE APPLICATION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE APPLICATION AT THE HEARING.**

**EMERGENCY RELIEF HAS BEEN REQUESTED. IF THE COURT CONSIDERS THE MOTION ON AN EMERGENCY BASIS, THEN YOU WILL HAVE LESS THAN 21 DAYS TO ANSWER. IF YOU OBJECT TO THE REQUESTED RELIEF OR IF YOU BELIEVE THAT THE EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU SHOULD FILE AN IMMEDIATE RESPONSE. A HEARING WILL BE HELD ON THIS MATTER ON OCTOBER 9, 2018, AT 2:30 P.M. (CT) BEFORE THE HONORABLE DAVID R. JONES, 515 RUSK STREET, COURTROOM 400, HOUSTON, TEXAS 77002.**

**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

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<sup>1</sup> Due to the large number of debtors in these chapter 11 cases, for which joint administration has been requested, a complete list of the debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent in these chapter 11 cases at [www.donlinrecano.com/westmoreland](http://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.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”)<sup>2</sup> respectfully state the following in support of this application (this “Application”).

### **Relief Requested**

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), appointing Donlin, Recano & Company, Inc. (“DRC”) as the claims, noticing, and solicitation agent (“Claims and Noticing Agent”) in these chapter 11 cases, effective *nunc pro tunc* to the Petition Date (as defined below). Specifically, the Debtors request entry of an order appointing DRC as the Claims and Noticing Agent to, among other tasks, (a) serve as the noticing agent to mail notices to the estates’ creditors, equity security holders, and other parties in interest, (b) provide computerized claims, objection, and solicitation- and balloting-related services, and (c) assist the Debtors in claim and ballot processing and other administrative services with respect to these chapter 11 cases, in each case, pursuant to the terms of the engagement agreement, dated April 12, 2018 (the “Engagement Agreement”), between the Debtors and DRC, a copy of which agreement is attached as **Exhibit 1** to **Exhibit A**.<sup>3</sup>

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern*

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<sup>2</sup> A detailed description of the Debtors’ businesses and the reasons for commencing the chapter 11 cases is set forth in the *Declaration of Jeffrey S. Stein, Chief Restructuring Officer of Westmoreland Coal Company, in Support of Chapter 11 Petitions and First Day Pleadings*, to be filed in connection herewith (the “First Day Declaration”). The terms “WLB Debtors” and “WMLP Debtors” shall have the meanings ascribed to them in the First Day Declaration.

<sup>3</sup> To the extent that there is any inconsistency between this Application, the Order, and the Engagement Agreement, the Order shall govern.

*District of Texas*, dated May 24, 2012 (the “Amended Standing Order”). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 105(a), 327, 503, and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Bankruptcy Rules 2002(f), 2014(a), 2016, and 6003, and rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

### **Background**

4. Westmoreland Coal Company and its Debtor and non-Debtor affiliates operate the sixth-largest coal-mining enterprise in North America, including 19 coal mines in six states and Canada. The Debtors primarily produce and sell thermal coal to investment grade power plants under long-term, cost-protected contracts, as well as to industrial customers and barbeque charcoal manufacturers. Headquartered in Englewood, Colorado, the Debtors and their non-Debtor subsidiaries employ approximately 2,971 individuals. The Debtors’ revenue for the twelve-month period that ended August 31, 2018, totaled approximately \$850 million. As of the Petition Date, the Debtors’ aggregate prepetition indebtedness totaled approximately \$1.1 billion.

5. On the date hereof (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the

Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

**DRC's Qualifications**

6. DRC has significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. DRC's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. DRC's recent and active cases include: *In re CJ Holding Co.*, Case No. 16-33590 (DRJ) (Bankr. S.D. Tex. 2016); *In re Buffets, LLC, et al.*, Case No. 16-50557 (RBK) (Bankr. W.D. Tex. 2016); *In re Forest Park Med. Ctr. at Southlake, LLC*, Case No. 16-40273 (RFN) (Bankr. N.D. Tex. 2016); *In re Juniper GTL LLC* Case No. 16-31959 (MI) (Bankr. S.D. Tex. 2016); *In re Relativity Fashion, LLC, et al.*, Case No. 15-11989 (MEW) (Bankr. S.D.N.Y. 2015); *In re Newbury Common Assocs., LLC, et al.* Case No. 15-12507 (LSS) (Bankr. D. Del. 2015).

7. The Debtors' selection of DRC as their proposed Claims and Noticing Agent is appropriate under the circumstances and in the best interests of the Debtors' estates. Moreover, the Debtors submit that DRC's rates are competitive and reasonable given DRC's quality of services and expertise in other large, complex chapter 11 cases.

8. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that thousands of persons and entities may file proofs of claim in these chapter 11 cases. In light of the significant number of anticipated claimants and other parties in interest in these chapter 11 cases, as well as the complexity of the Debtors' businesses, the Debtors submit that the appointment of DRC as the Claims and Noticing Agent will provide the most effective and efficient means of—and relieve the administrative burden on the Debtors and/or the Office of the Clerk of the Bankruptcy Court (the "Clerk") of—noticing, administering certain claim-related

tasks, and soliciting and tabulating votes, and, therefore, is in the best interests of both the Debtors' estates and their stakeholders.

**Services to be Provided**

9. This Application pertains to the work to be performed by DRC under section 327(a) of the Bankruptcy Code. Under the Engagement Agreement, DRC will perform the following services, as the Claims and Noticing Agent, at the request of the Debtors or the Clerk, as applicable:

- (a) assist the Debtors with the preparation and distribution of all required notices in these chapter 11 cases, including: (i) notice of any claims bar date; (ii) notices of objections to claims and objections to transfers of claims; (iii) notices of any hearings on a disclosure statement and confirmation of any plan of reorganization, including under Bankruptcy Rule 3017(d); (iv) notice of the effective date of any plan of reorganization; and (v) all other notices, orders, pleadings, publications, and other documents as the Debtors, the Court, and/or the Clerk may deem necessary or appropriate to administer these chapter 11 cases in a prudent manner, including through email or other electronic means;
- (b) assist the Debtors with all solicitation-related matters, including: (i) balloting services; (ii) distribution of applicable solicitation materials; (iii) tabulation and calculation of votes; (iv) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures promulgated by this Court; and (v) generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results;
- (c) maintain a list of all potential creditors, equity holders, and other parties-in-interest and a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i)-(k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010 and update and make such lists available upon request by a party in interest or the Clerk, as applicable;
- (d) maintain a post office box or address for the purpose of receiving copies of claims and returned mail, and process all mail received;
- (e) for all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service no more frequently than every seven (7) days that includes (i) either a copy of each notice served for the preceding seven (7) days or the docket number and title of any pleading served during such period, (ii) a list of persons or entities, as applicable, to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;

- (f) review and verify copies of all proofs of claim received by the Clerk for accuracy and maintain any original proofs of claim received in a secure area, except that the Clerk shall continue to maintain its own claim register; *provided* that creditors shall file proofs of claim with the Clerk, not with DRC;
- (g) maintain an unofficial claims register (the “Unofficial Claims Register”) fully accessible via DRC’s website, which register shall include copies of each proof of claim filed with the Clerk and specify therein the following information for each proof of claim docketed, whether received by the Clerk electronically or by mail:
  - (i) the number assigned to any such proof of claim;
  - (ii) the date received;
  - (iii) the name and address of the claimant and agent, if applicable, who filed the proof of claim;
  - (iv) the applicable Debtor;
  - (v) the amount asserted;
  - (vi) the asserted priority of the claim; and
  - (vii) any disposition of the claim;
- (h) implement reasonable security measures designed to ensure the completeness and integrity of the Unofficial Claims Register and the safekeeping of any proofs of claim;
- (i) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (j) relocate, by messenger or overnight delivery, all of the Clerk-filed proofs of claim to the offices of DRC, and all the DRC-filed claims to the Clerk not less than weekly;
- (k) identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (l) assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (m) comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements in connection with the services rendered pursuant to the Engagement Agreement;
- (n) if these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk’s office within three (3) days of notice to DRC of entry of the order converting the cases;
- (o) thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing DRC in its capacity as the Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;

- (p) within seven (7) days of notice to DRC of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Unofficial Claims Register as of the date immediately before the close of these chapter 11 cases;
- (q) at the close of these chapter 11 cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, Pennsylvania, 19154 or (B) any other location requested by the Clerk's office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims;
- (r) assist with, among other things, solicitation, balloting, and tabulation of votes, and prepare any related reports, as required in support of confirmation of a chapter 11 plan, and in connection with such services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders;
- (s) prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results;
- (t) if requested, assist with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;
- (u) provide a confidential data room, if requested;
- (v) coordinate publication of certain notices in periodicals and other media;
- (w) manage and coordinate any distributions pursuant to a chapter 11 plan; and
- (x) provide such other processing, solicitation, balloting, and other administrative services described in the Engagement Agreement that may be requested from time to time by the Debtors, the Court, or the Clerk.

10. For the avoidance of doubt, DRC shall not act as the agent of the Clerk, which shall maintain the official claims register (the "Official Claims Register") in these chapter 11 cases. Furthermore, any party that files a proof of claim or proof of interest, as applicable, whether electronically or otherwise, shall file such proof of claim or proof of interest with the Clerk, not with DRC. The Unofficial Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by DRC.

**Professional Compensation**

1. The Debtors respectfully request that the undisputed fees and expenses incurred by DRC in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. sections 156(c) and 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business pursuant to the Engagement Agreement without further application to or order of the Court. DRC agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, the administrative agent for the Debtors' proposed postpetition secured debtor-in-possession financing, counsel for the lenders under the proposed debtor-in-possession financing, counsel for any official committee appointed in these chapter 11 cases, and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court. Notwithstanding any provision to the contrary in the Engagement Agreement, the Court shall retain exclusive jurisdiction of any dispute related to the Engagement Agreement.

2. Prior to the Petition Date, the Debtors (i) paid DRC \$29,822.89 in connection with prepetition fees and expenses; and (ii) provided DRC a retainer in the amount of \$25,000. DRC seeks to first apply the retainer to all prepetition invoices, and thereafter, to seek to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.



3. Furthermore, notwithstanding anything to the contrary in the Engagement Agreement, DRC shall not be entitled to indemnification by the Debtors or their estates without further order of the Court after notice and a hearing.

**Disinterestedness**

4. DRC has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the *Declaration of Nellwyn Voorhies in Support of the Debtors' Emergency Application for Appointment of Donlin Recano & Company, Inc., as Claims, Noticing, and Solicitation Agent* (the "Voorhies Declaration"), a copy of which is annexed hereto as **Exhibit B**, has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

5. To the best of the Debtors' knowledge, DRC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, as DRC represents in the Voorhies Declaration, among other things, that DRC's members and employees are not and were not, within two years before the date of the filing of these chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors. In addition, as set forth in the Voorhies Declaration:

- (a) DRC, its members, and employees are not and were not, within two years before the date of the filing of these chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors;
- (b) DRC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- (c) By accepting employment in these chapter 11 cases, DRC waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;

- (d) In its capacity as the Claims and Noticing Agent in these chapter 11 cases, DRC will not be an agent of the United States and will not act on behalf of the United States;
- (e) DRC will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- (f) In its capacity as Claims and Noticing Agent in these chapter 11 cases, DRC will not intentionally misrepresent any fact to any person; and
- (g) None of the services provided by DRC as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's office.

DRC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

**Nunc Pro Tunc Relief is Appropriate**

6. At the Debtors' request, DRC has acted as the Claims and Noticing Agent since the Petition Date with the understanding that the Debtors would seek approval of its employment and retention, effective *nunc pro tunc* to the Petition Date, so that DRC may be compensated for its services prior to entry of an order approving DRC's retention. The Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment, because DRC has provided and will continue to provide valuable services to the Debtors' estates in the interim period.<sup>4</sup>

7. Based on the foregoing, the Debtors respectfully submit that they have satisfied the requirements of the Judicial Code and the Bankruptcy Local Rules. Accordingly, the Debtors respectfully request entry of an order pursuant to section 156(c) of the Judicial Code authorizing

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<sup>4</sup> Pursuant to Bankruptcy Local Rule 2014-1(b)(1), an application for approval of employment made within 30 days of the commencement of the provisions of services is deemed contemporaneous. Nonetheless, the Debtors are requesting *nunc pro tunc* approval in an abundance of caution.

the Debtors to retain and employ DRC to act as noticing, claims, and balloting agent for the Debtors, effective *nunc pro tunc* to the Petition Date.

**Emergency Consideration**

8. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this Application pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” As set forth in this Application, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first 21 days of these chapter 11 cases could severely disrupt the Debtors’ operations at this critical juncture and imperil the Debtors’ restructuring. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Application on an emergency basis.

**Waiver of Bankruptcy Rule 6004(a) and 6004(h)**

9. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

**Notice**

10. The Debtors will provide notice of this Application to the following parties or their respective counsel (collectively, the “Notice Parties”): (a) the Office of the United States Trustee for the Southern District of Texas; (b) the holders of the 50 largest unsecured claims against the

Debtors (on a consolidated basis); (c) the indenture trustee under the WLB Debtors' 8.75% senior secured notes due 2022; (d) the ad hoc group of lenders under the WLB Debtors' prepetition term loan facility due 2020 and the WLB Debtors' 8.75% senior secured notes due 2022; (e) the administrative agent under the WLB Debtors' prepetition term loan facility due 2020; (f) the administrative agent under the WLB Debtors' bridge loan facility due 2019; (g) the administrative agent under the WMLP Debtors' term loan facility due 2018; (h) the ad hoc committee of certain lenders under the WMLP Debtors' term loan facility due 2018; (i) the administrative agent under the WLB Debtors' proposed debtor-in-possession financing facility; (j) the lenders under the WLB Debtors' proposed debtor-in-possession financing facility; (k) any statutory committee appointed in these cases; (l) the United States Attorney's Office for the Southern District of Texas; (m) the Internal Revenue Service; (n) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (o) the offices of the attorneys general for the states in which the Debtors operate; (p) the Securities and Exchange Commission; (q) the Pension Benefit Guaranty Corporation; and (r) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: October 9, 2018  
Houston, Texas

/s/ Jeffrey S. Stein  
Jeffrey S. Stein  
Chief Restructuring Officer  
Westmoreland Coal Company

**Certificate of Service**

I certify that on October 9, 2018, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

*/s/ Patricia B. Tomasco*

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Patricia B. Tomasco

**Exhibit A**

**Proposed Order**

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

In re:	)	
	)	Chapter 11
WESTMORELAND COAL COMPANY, <i>et al.</i> , <sup>1</sup>	)	Case No. 18-35672 (MI)
Debtors.	)	(Joint Administration Requested)
	)	
	)	<b>Re: Docket No. __</b>

**ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND  
RETAIN DONLIN, RECANO & COMPANY, INC., AS CLAIMS, NOTICING, AND  
SOLICITATION AGENT, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “Application”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for retention and appointment of Donlin, Recano & Company, Inc. as claims, noticing, and solicitation agent (“DRC”), all as more fully set forth in the Application; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of

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<sup>1</sup> Due to the large number of debtors in these chapter 11 cases, for which joint administration has been requested, a complete list of the debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent in these chapter 11 cases at [www.donlinrecano.com/westmoreland](http://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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion. The terms “WLB Debtors” and “WMLP Debtors” shall have the meanings ascribed to them in the First Day Declaration.



the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted on a final basis as set forth herein.
2. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.
3. Pursuant to 28 U.S.C. section 156(e), the Clerk shall maintain the official claims register for each of the Debtors' cases (the "Official Claims Register"). DRC shall work cooperatively with, assist, and support the Clerk in any way consistent with this Order. If DRC is unclear as to the application or applicability of any rule or procedure, it is to seek guidance from the Clerk.
4. Pursuant to section 327(a) of the Bankruptcy Code, the Debtors are authorized to retain DRC as the Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date, under the terms of the Engagement Agreement as set forth in this Order, and DRC is authorized and directed to perform noticing and balloting services and other related tasks as described in the Application and the Engagement Agreement. The Clerk shall provide DRC with ECF credentials that allow DRC to receive ECF notifications and file certificates of service.
5. DRC is authorized and directed to provide an electronic interface for filing of proofs

of claim and to obtain a post office box or address for the receipt of proofs of claim. DRC shall provide access to the claims register, including complete proofs of claim with attachments, if any, without charge.

6. DRC shall, using the Court's ECF System, at least weekly during these chapter 11 cases electronically file all proofs of claim that DRC has received or will receive in these cases. Upon receipt of a proof of claim or a transfer of claim, DRC shall stamp the receipt date and time on the document before filing it with the Court. The Clerk need not physically transfer any claim that she receives electronically to DRC. The Clerk shall, by using DRC's overnight express account, transmit to DRC any paper proof of claim that it receives.

7. All transfers of claims shall be filed with the Court; DRC shall record all transfers of claims and provide notices of such transfers as required by Bankruptcy Rule 3001(e).

8. DRC shall maintain the consolidated creditor matrix on behalf of the Debtors. DRC shall serve notices of the commencement of these cases and the initial 11 U.S.C. section 341 meeting of creditors using the current Official Form 309F notice as modified by the Court. Any claims bar date notice must be approved by the Court prior to being served by DRC. DRC is authorized to serve any other document as requested by the Clerk's Office, the U.S. Trustee, the Debtors, any official committee or as otherwise ordered by the Court.

9. DRC is authorized to take such other action to comply with all duties and services set forth in the Application.

10. The Debtors are authorized to compensate DRC in accordance with the terms of the Engagement Agreement upon receipt of reasonably detailed invoices setting forth the services provided by DRC and the rates charged for each, and to reimburse DRC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the

need for DRC to file applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

11. DRC shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices upon the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

12. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

13. Without further order of the Court, pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of DRC under this Order shall be an administrative expense of the Debtors' estates.

14. DRC may apply its retainer to all prepetition invoices, which retainer may be replenished to the original retainer amount, and thereafter, DRC may hold its retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

15. The Debtors shall indemnify DRC under the terms of the Engagement Agreement, as modified pursuant to this Order.

16. DRC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such service and the indemnification, contribution, or reimbursement therefor are approved by this Court.

17. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify DRC, or provide contribution or reimbursement to DRC, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from the DRC's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order; (b) for a contractual dispute in which the Debtors allege the breach of the DRC's contractual obligations if this Court determines that indemnification, contribution, or reimbursement, would not be permissible under applicable law; (c) of any type for which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002); or (d) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which DRC should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

18. If before the earlier of (a) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing these chapter 11 cases, DRC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, DRC must file an application therefor in this Court, and the Debtors may not pay any such amounts to DRC before the entry of an order by this Court approving the payment. All parties in interest shall retain the right to object to any demand by the DRC for indemnification, contribution, or reimbursement. In the event that DRC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment

of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in DRC's own applications, both interim and final, but determined by this Court after notice and a hearing.

19. In the event that DRC is unable to provide the services set out in this order, DRC will immediately notify the Clerk and the Debtors' attorney and, upon approval of the Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

20. DRC shall not cease providing claims processing services during the chapter 11 case(s) for any reason, including nonpayment, without an order of this Court. If these cases convert to cases under chapter 7 of the Bankruptcy Code, DRC shall cooperate with the Clerk to turn over to the Clerk or another agent any materials that the Clerk requests unless DRC continues as claims and noticing agent following the conversion.

21. In any request for an order closing these chapter 11 cases, the Debtors, the U.S. Trustee, or other responsible party shall request entry of an order terminating the services of DRC.

22. At least seven (7) days before entry of an order closing these chapter 11 cases, DRC shall reconcile all proofs of claim with the Court, to ensure that all claims received by DRC are accounted for on the Claims Register. Within fourteen (14) days after entry of an order dismissing these chapter 11 cases or thirty (30) days after entry of an order closing these chapter 11 cases, DRC shall: (a) forward to the Clerk an electronic version of all imaged claims; (b) upload the creditor matrix mailing list into CM/ECF; and (c) docket a final Claims Register in the lead case. Further, DRC shall box and transport all original claims to the Philadelphia Federal Records Center, 14470 Townsend Rd., Philadelphia, PA 19154 and docket a complete SF-135 Form indicating the accession and location numbers of the archived claims.

23. The Debtors and DRC are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

24. Notwithstanding any term in the Engagement Agreement to the contrary, this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

25. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

26. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, this Order shall govern.

27. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

28. The relief granted pursuant to this Order is subject to any orders authorizing any Debtor to obtain postpetition financing and/or authorizing any Debtor to continue to use cash collateral.

29. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: \_\_\_\_\_, 2018  
Houston, Texas

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Claims and Noticing Engagement Agreement**

**Donlin, Recano & Company, Inc.**

**STANDARD CLAIMS ADMINISTRATION AND NOTICING AGREEMENT**

**TERMS AND CONDITIONS**

**Donlin, Recano & Company, Inc.** (hereinafter called "DRC") agrees to provide Westmoreland Coal Company including, but not limited to, any and all bankruptcy cases filed by any affiliate of Westmoreland Coal Company (hereinafter called the "Client") and Client agrees to purchase Services (as defined below) upon the terms and conditions and other provisions stated herein. Client agrees and understands that none of the services constitute legal advice.

**1. SERVICES:** DRC agrees to provide the Client with consulting services regarding noticing and claims management and reconciliation, and any other services agreed upon by the parties or otherwise required by applicable law, government regulations, or court rules or orders. A more detailed description of the types of services offered by DRC, as well as the fees charged for such services, is annexed hereto as Schedule A.

**2. CHARGES:** All charges shall be based upon the time and materials incurred by DRC, billed at the DRC then prevailing standard rate unless another rate schedule is specifically and mutually agreed upon herein. DRC reserves its rights to adjust its standard rates in January of each year to reflect changes in the business and economic environment. In the event that rates are based other than on time and materials, and such other basis for rates is set forth herein, the Client agrees to pay, in addition to those rates, for all charges, incurred by DRC as a result of Client error or omission as determined by DRC. Such charges shall include, but shall not be limited to, re-runs and any additional clerical work, phone calls, travel expenses, or any other disbursements. When possible, DRC will notify Client in advance of any additional charges. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Client may be applied by DRC against any obligation owing by Client to DRC, and an acceptance by DRC of any partial payment shall not constitute a waiver of DRC's right to pursue the collection of any remaining balance. DRC requires advance deposits for all noticing, newspaper publishing or other significant expenditures as defined by DRC. In addition, Client shall reimburse DRC for all actual out-of-pocket expenses reasonably incurred by DRC. The out-of-pocket expenses may include, but are not limited to, postage, delivery services, travel, meals and other similar costs and expenses. In addition to all charges for services and materials hereunder, Client shall pay to DRC all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by DRC or paid by DRC to taxing authorities. This provision, includes, but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income. In the event the Client files for protection pursuant to chapter 11 of title 11 of the United States Code, the parties intend that DRC shall be employed pursuant to 28 U.S.C §156(c), and that all fees and expenses due under this agreement shall be paid as administrative expenses of the Client's chapter 11 estate(s). In the event the Client's bankruptcy case(s) is converted to a chapter 7 case(s), any unpaid fees and costs with respect to this Agreement shall be treated as a chapter 11 administrative expense claim.

**3. TRANSPORTATION OF DATA:** Data submitted by the Client to DRC for processing shall be transported at the Client's risk and expense to and from the DRC office. In the event the Client fails to deliver the input data to DRC at the time scheduled, the Client agrees that DRC may extend, as necessary, the time for the completion of processing of such data. Client further agrees that the time for the completion or processing of such data may be extended because of the following holidays in addition to any Bank holidays recognized in the city in which DRC is located: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any event, DRC does not warrant or represent that shipment or availability dates will be met, but will use its best efforts to do so. If DRC is required to stay open to perform required tasks on such days, an additional mutually agreed upon cost may be required by DRC.



**Donlin, Recano & Company, Inc.**

**4. EVERGREEN RETAINER & INVOICES:** At the commencement of this engagement, the Client shall pay to DRC an advance payment retainer (the "Retainer") in the amount of \$25,000. The Retainer shall be an "evergreen" retainer and shall be applied to the payment of the final invoice from DRC for this engagement. DRC may apply the Retainer to any other invoice in its absolute discretion, and upon notice thereof from DRC, the Client shall replenish the Retainer. Invoices for pre-petition services shall be paid in full, and may be satisfied, in the absolute discretion of DRC, out of the Retainer, which shall be replenished upon notice thereof to the Client. DRC, in its absolute discretion, may suspend or discontinue services after filing of a petition if pre-petition invoices are not paid in full, or if the Retainer is not replenished when request therefore is made. DRC may require the Client to increase the Retainer if the average amount of monthly invoices for three consecutive months is 10% greater than the amount of the Retainer. Client shall pay the charges set forth in Schedule A, attached hereto. DRC shall invoice the Client monthly for all services rendered during the preceding month. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Terms are net 20 days following the date of billing. Failure to pay any fees, costs or other amounts to DRC shall be a breach of this Agreement (a "Failure to Pay"). Notwithstanding anything else contained in this Agreement, in the event of a Failure to Pay, DRC reserves the right to withhold reports and materials of the Client, in addition to all other remedies available to DRC. Upon a Failure to Pay, DRC may assess a late charge at a rate of one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is less, on all unpaid amounts until paid in full. DRC shall also have the right, at its option, to terminate this agreement for non payment of invoices after 30 days from the date unpaid invoices are rendered (a "Non-Payment Breach"). If the invoice amount is disputed, notice shall be given to DRC within ten (10) days of receipt of the invoice by the Client. The undisputed portion of the invoice will remain due and payable. Late charges shall not accrue on any amounts in dispute. Notwithstanding anything contained in this agreement to the contrary, a Failure to Pay shall under no circumstances be construed as an agreement by DRC to reduce or waive DRC's fees and expenses. The Client shall not agree or otherwise consent to a unilateral reduction or waiver of DRC fees and expenses without the explicit written consent of DRC and any such agreement or consent to such reduction or waiver by the Client without DRC's explicit written consent shall be deemed null and void and constitute a breach of this Agreement (a "Material Breach"). Notwithstanding anything contained in this agreement to the contrary, upon the occurrence of a Material Breach, DRC shall have the right, at its option, to terminate this agreement upon five (5) business days notice to the Client.

**5. STORAGE:** Client shall assume the risks and DRC shall not be responsible for any damages, liability or expenses incurred in connection with any delay in delivery of or damage to cards, disks, magnetic tapes or any input data furnished by Client unless DRC has agreed in writing to assume such responsibility. Forms storage at DRC beyond a normal 90 day supply will be billed at standard warehousing rates established by DRC.

**6. E-MAIL COMMUNICATIONS:** DRC and the Client and its agents acknowledge that they may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus-free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

**7. SUPPLIES:** All supplies shall be furnished at Client's expense.

**8. WARRANTY AND RELIANCE:** Client acknowledges and agrees that DRC will take direction from the Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect

**Donlin, Recano & Company, Inc.**

to services being provided under this Agreement. Client and DRC agree that DRC may rely upon, and the Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by the Client. DRC shall have the right to rely on the accuracy of all data provided by the Client and the Client Parties to DRC. Client is responsible for the accuracy of all programs, data and other information it submits to DRC. The DRC warranty under this agreement shall be limited to the re-running at its expense, of any inaccurate reports provided that such inaccuracies were caused solely as a result of performance hereunder and provided further that DRC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to DRC within the prescribed time limit Client is due and liable for all charges. Client agrees that the foregoing constitutes the exclusive remedy available to it.

**9. TERM:** This agreement shall be effective from the date upon which it is accepted by DRC as set forth herein and shall remain in force until terminated by either party upon thirty days' written notice to the other party or by DRC upon occurrence of a Non-Payment Breach or a Material Breach, as defined in paragraph 4 above. In the event that a chapter 7 trustee, chapter 11 trustee or chapter 11 liquidating trustee is appointed, this agreement will remain in effect until an order of the Bankruptcy Court is entered discharging DRC from service and responsibility under this Agreement. The payment obligation and the indemnity obligation set forth in sections 4 and 11 herein, respectively, shall survive termination of this Agreement. In the event this Agreement is terminated, DRC shall coordinate with the Client and, to the extent applicable, the Office of the Clerk of the Bankruptcy Court, for an orderly transfer of record keeping functions and shall provide all necessary staff, services and assistance required for such orderly transfer. Client agrees to pay for such services in accordance with DRC's then existing fees for such services. If termination of this Agreement occurs following entry of an order by the Bankruptcy Court approving DRC's retention under 28 U.S.C. § 156 (c), then the Client shall immediately seek entry of an order (in form and substance reasonably acceptable to DRC) that discharges DRC from service and responsibility under this Agreement and 28 U.S.C. § 156 (c).

**10. TERMS OF AGREEMENT:** The terms of this Agreement prevail over any and all terms contained in Client's purchase order or authorization and no waiver, discharge, or modification of the terms of this Agreement shall bind DRC unless in writing and signed by an authorized representative of DRC.

**11. INDEMNIFICATION:** The Client shall indemnify and hold DRC and its affiliates, officers, directors, agents, employees, consultants, and subcontractors (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs, obligations, judgments, causes of action, charges (including, without limitation, costs of preparation and reasonable and documented attorneys' fees) and reasonable and documented out-of-pocket expenses as incurred (collectively, "Losses"), arising out of or relating to (a) this Agreement or DRC's rendering of services pursuant hereto (including any erroneous instructions or information provided to DRC by the Client or the Client Parties for use in providing services under this Agreement), (b) any breach or alleged breach of this Agreement by Client, or (c) any negligence or willful or reckless actions or misconduct of Client or Client Parties with respect to this Agreement, other than Losses resulting solely from DRC's gross negligence, bad faith, or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Parties. The Client shall notify DRC in writing promptly of the institution, threat or assertion of any claim of which the Client is aware with respect to the services provided by DRC under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of DRC and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to DRC's liabilities.

**12. CONFIDENTIALITY:** Each of DRC and the Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the

**Donlin, Recano & Company, Inc.**

services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five (5) business days' written notice to the other party, release the required information.

**13. OWNERSHIP OF PROGRAMS:** Unless otherwise agreed in writing, all programs developed by DRC in connection with any services to be performed under this Agreement shall remain the sole property of DRC. All programs and/or systems documentation in the possession of DRC which DRC has agreed in writing to return to the Client, prepared for the Client by DRC, shall be returned to the Client upon demand providing all charges for such programming and/or systems documentation have been paid in full.

**14. SYSTEMS IMPROVEMENTS:** DRC's policy is to provide continuous improvements in the quality of service to its clients. DRC, therefore, reserves the right to make changes in operating procedures, operating systems, programming languages, application programs, time period of accessibility, equipment, and the DRC data center serving the Client, so long as any such changes do not materially interfere with ongoing services provided to the Client in connection with the Client's chapter 11 case.

**15. UNUSUAL MEASURES:** Where the Client requires measures that are unusual and beyond the normal business practice and hours of DRC such as, but not limited to, CPA Audit, Errors and Omissions Insurance, and/or Off-Premises Storage of Data, the cost of such measures, if provided by DRC, shall be charged to the Client. Said charges may be required in advance if DRC deems it appropriate.

**16. JURISDICTION.** In the event that Client commences a case under title 11 of the United States Code, this Agreement shall be subject to approval by the United States Bankruptcy Court for the district in which the Client commences its case (the "Bankruptcy Court") and such court shall retain jurisdiction over all matters regarding this Agreement.

**17. FORCE MAJEURE.** Whenever performance by DRC of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reasons of any other matter beyond DRC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

**18. NOTICE.** Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to DRC, to Donlin, Recano & Company, Inc., 6201 15<sup>th</sup> Avenue, Brooklyn, New York, New York 11219, Attention: Nellwyn Voorhies, Esq.; if to the Client, to Gregory F. Pesce, Esq., 300 North LaSalle, Chicago, Illinois, 60654.

**19. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

**20. SEVERABILITY.** All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

**21. ASSIGNMENT.** This Agreement and the rights and obligations of DRC and the Client hereunder shall

**Donlin, Recano & Company, Inc.**

bind and inure to the benefit of any successors or assigns thereto.

**22. GENERAL:** The terms and conditions of this Agreement may be modified by DRC upon one (1) month's prior written notice to Client. Client will not employ any DRC employee within two (2) years from the termination of this Agreement. The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Client and DRC. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A facsimile copy, photocopy or imaged copy of this Agreement shall be considered an original copy. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"), the form and substance of which shall be reasonably acceptable to DRC. If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

Accepted and Approved:

Donlin, Recano & Company, Inc.  
6201 15<sup>th</sup> Avenue  
Brooklyn, New York 11219

By: Roland W. Tomforde  
Signature: [Signature]  
Title: COO  
Date: 4/12/18

Accepted and Approved:

Westmoreland Coal Company

By: Jennifer Grafton  
Signature: [Signature]  
Title: Chief Admin & Legal Officer  
Date: April 12, 2018

This Agreement is subject to the terms and conditions set forth herein. Client acknowledges reading and understanding it and agrees to be bound by its terms and conditions and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals oral or written and other prior communications between the parties relating to the subject matter of this Agreement.

**Donlin, Recano & Company, Inc.**

**SCHEDULE A**  
**Westmoreland Coal Company**  
**Fee Schedule**

<b>Professional Service</b>	<b>Hourly Rates</b>
Senior Bankruptcy Consultant	\$155
Case Manager	\$100
Technology/Programming Consultant	\$90
Consultant/Analyst	\$75
Clerical	\$25
<b>Noticing Service</b>	
Laser Printing/ Photocopies	\$.08 per Image
Personalization/ Labels	WAIVED
Fax (Incoming)	WAIVED
Fax Noticing	\$.08 per Page
Postage and Overnight Delivery	At Cost
Electronic Noticing	WAIVED
Publication Services	At Cost
<b>Solicitation, Balloting, Schedule/SOFA</b>	
Print and Mail Ballots/Plan Disbursements	Print/hourly fees above – Plan/DS media varies
Set-up Tabulation & Vote Verification	\$90 - \$175 as needed
Public Securities Solicitation	\$90 - \$195 as needed
Schedule/SOFA preparation	\$90 - \$195 as needed
<b>Claims Docketing and Management</b>	
Website Development	WAIVED
Web Hosting	WAIVED
Creditor Data Storage/ Electronic Document Storage	\$.05 per record monthly
Document Imaging	\$.08 per Image
Electronic Claims filing	No Set-up charge or per claim charge
<b>Data Room Services</b>	
DRC DocuLinks™ Virtual Data Room Services	Hosting WAIVED
Data Room Development	\$90 per Hour
<b>Miscellaneous</b>	
Strategic communications	\$325 per hour
Out-of-Pocket Expenses (including any required travel)	At Cost
Call Center Operators	\$65 per hour

**Exhibit B**

**Voorhies Declaration**

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

In re:	)	
	)	Chapter 11
	)	
WESTMORELAND COAL COMPANY, <i>et al.</i> , <sup>1</sup>	)	Case No. 18-[____] (____)
	)	
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

**DECLARATION OF NELLWYN VOORHIES IN SUPPORT OF  
DEBTORS’ EMERGENCY APPLICATION FOR ENTRY OF AN  
ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN  
DONLIN, RECANO & COMPANY, INC., AS CLAIMS, NOTICING, AND  
SOLICITATION AGENT, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Nellwyn Voorhies, under penalty of perjury, declare as follows:

1. I am the Executive Director of Donlin, Recano & Company, Inc. (“DRC”), a Chapter 11 administrative services firm, whose offices are located at 6201 15<sup>th</sup> Avenue, Brooklyn, New York 11219.

2. I submit this Declaration in support of the application (the “Application”)<sup>2</sup> for an *Order Authorizing the Retention and Employment of Donlin, Recano & Company, Inc., as Claims and Noticing Agent for the Debtors Nunc Pro Tunc to the Petition Date*. Except as otherwise noted, I have personal knowledge of the facts contained in this Declaration.

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<sup>1</sup> Due to the large number of debtors in these chapter 11 cases, for which joint administration has been requested, a complete list of the debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent in these chapter 11 cases at [www.donlinrecano.com/westmoreland](http://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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion. The terms “WLB Debtors” and “WMLP Debtors” shall have the meanings ascribed to them in the First Day Declaration.

3. As the Claims and Noticing Agent, DRC will perform at the request of the Clerk the services specified in the Application and the Engagement Agreement. In addition, at the Debtors' request, DRC will perform such other Claims, Noticing and Solicitation services specified in the Application.

4. DRC is one of the country's leading Chapter 11 administrators, with experience in noticing, claims administration, and facilitating other administrative aspects of chapter 11 cases. DRC has provided identical or substantially similar services in other chapter 11 cases filed in this District and elsewhere, including, among others: *In re CJ Holding Co.*, 16-33590 (DRJ) (Bankr. S.D. Tex. 2016); *In re Buffets, LLC, et al.*, Case No. 16-50557 (RBK) (Bankr. W.D. Tex. 2016); *In re Forest Park Med. Ctr. at Southlake, LLC*, Case No. 16-40273 (RFN) (Bankr. N.D. Tex. 2016); *In re Juniper GTL LLC*, Case No. 16-31959 (MI) (Bankr. S.D. Tex. 2016); *In re Relativity Fashion, LLC, et al.*, Case No. 15-11989 (MEW) (Bankr. S.D.N.Y. 2015); *In re Newbury Common Assocs., LLC, et al.* Case No. 15-12507 (LSS) (Bankr. D. Del. 2015).

5. DRC represents, among other things, that:

- (a) DRC, its members, and employees are not and were not, within two years before the date of the filing of these chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors;
- (b) DRC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- (c) By accepting employment in these chapter 11 cases, DRC waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (d) In its capacity as the Claims and Noticing Agent in these chapter 11 cases, DRC will not be an agent of the United States and will not act on behalf of the United States;
- (e) DRC will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;



- (f) In its capacity as Claims and Noticing Agent in these chapter 11 cases, DRC will not intentionally misrepresent any fact to any person;
- (g) DRC shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers; and
- (h) None of the services provided by DRC as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's office.

6. To the best of my knowledge and belief, and based solely upon information provided to me by the Debtors, and except as provided herein, neither DRC, nor any employee of DRC, holds nor represents any interest materially adverse to the Debtors, their estates or their creditors with respect to matters upon which DRC is to be engaged.

7. To the best of my knowledge and belief, and based solely upon information provided to me by the Debtors and except as provided herein, neither DRC, nor any employee of DRC, has any materially adverse connections to the Debtors, their creditors or equity interest holders, or other relevant parties, their respective attorneys and accountants, any United States Bankruptcy Judge for the Southern District of Texas, the United States Trustee for the Southern District of Texas, or any person employed by that office of the United States Trustee, that would conflict with the scope of DRC's retention or would create any interest adverse to the Debtors' estates or any other party-in-interest.

8. The Debtors have thousands of creditors and, from time to time, DRC may have represented certain of those creditors in completely unrelated matters. Proposed bankruptcy counsel for the Debtors has provided me with a list of the Debtors' creditors and other parties-in-interest (the "Conflicts List"), a copy of which is attached hereto as **Exhibit 1**, that it received from the Debtors. I have caused an examination of these records to be made to determine which, if any, of the parties on the Conflicts List, DRC may have represented in the past or may be representing at the present time in totally unrelated matters. This search has disclosed that, to the best of my

present knowledge, DRC has not in the past and is not currently representing any of the parties on the Conflicts List.

9. In addition, DRC has identified numerous vendors appearing on the Conflicts List that are also vendors of DRC, but DRC has not in the past, and is not currently, representing any of those vendors.

10. Certain of DRC's professionals were formerly employed by firms that may provide professional services to parties in interest in these cases. Such firms include Paul Hastings LLP, Paul, Weiss, Rifkind, Wharton & Garrison, LLP, Kaye Scholer LLP, Skadden, Arps, Slate, Meagher & Flom LLP, Sheppard, Mullin, Richter & Hampton LLP, Baker & McKenzie LLP, Clifford Chance, Hughes Hubbard & Reed LLP, Davis Polk & Wardwell LLP, Leven Neale, Bender, Yoo & Brill LLP, Law Offices of David Carlebach, Blank Rome LLP, Anderson Kill, Willkie Farr & Gallagher LLP, Dechert LLP, Pryor Cashman LLP, Schulte Roth & Zabel LLP, Kurtzman Carson Consultants LLC, Epiq Bankruptcy Solutions, LLC, and Rust Omni. Except as disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these chapter 11 cases were filed.

11. DRC is an affiliate of American Stock Transfer & Trust Company, LLC ("AST"). AST is a global financial communications and stakeholder management company. Within the AST corporate structure, DRC operates as a separate and independent legal entity. Given the legal and operational separateness of DRC from AST, DRC does not believe that any relationships that AST and its affiliates maintain would create an interest of DRC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders.

12. There may be other creditors of the Debtors, that DRC may have or may be presently representing, but in no event is DRC representing any other creditor with respect to the Debtors' bankruptcy proceeding. To the extent I become aware of DRC having represented any other creditors of the Debtors, I will file a supplemental declaration advising the Court of the same. To the extent that DRC discovers any facts bearing on matters described herein, DRC will supplement information contained herein.

13. Notwithstanding anything contained herein, as part of its diverse business, DRC is the noticing, claims and solicitation agent for debtors in numerous cases involving many different creditors (including taxing authorities), professionals, including attorneys, accountants, investment bankers and financial consultants, some of which may be creditors or represent creditors and parties-in-interest in these chapter 11 cases. In addition, DRC has in the past and will likely in the future continue working with or against other professionals involved in these chapter 11 cases in matters unrelated to these chapter 11 cases. Based upon my current knowledge of the parties involved, and to the best of my knowledge, none of these business relations constitute interests adverse to that of the creditors, or the Debtors' estates, with respect to the matter upon which DRC is to be engaged. Additionally, DRC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to these chapter 11 cases.

14. Based upon the information available to me, I believe that DRC is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, in that DRC and its personnel: (a) are not creditors, equity security holders or insiders of the Debtors; (b) are not and were not, within two years before the date of the filing of these cases, a director, officer or

employee of the Debtor; and (c) do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors. Prior to the filing of the chapter 11 cases, the Debtors (i) paid DRC \$29,822.89 in connection with prepetition fees and expenses and (ii) provided DRC a retainer of \$25,000.00.

15. In performing the services identified above, DRC will charge the rates set forth in Schedule A to the Engagement Agreement annexed to the Application as **Exhibit 1** to **Exhibit A**. The rates set forth therein are as favorable and reasonable as the prices DRC charges in cases in which it has been retained to perform similar bankruptcy related services.

16. DRC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

To the best of my knowledge, after conducting or supervising the investigation described above, I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 9, 2018

*/s/ Nellwyn Voorhies*

\_\_\_\_\_  
Nellwyn Voorhies

Executive Director

Donlin, Recano & Company, Inc.

**Exhibit 1**

**Potential Parties in Interest  
Westmoreland Coal Company, *et al.***

WADDELL & REED FINANCIAL INC	BANK OF MONTREAL	Oaktree Value Opportunities Fund Holdings, L.P.	PIMCO Income Strategy Fund II
WADDELL & REED INVESTMENT MANAGE	Barclays Bank PLC	PCM Fund, Inc.	PIMCO Monthly Income Fund (Canada)
WASHINGTON MILL CLO	BMO BANK OF MONTREAL	PIMCO Bermuda Trust II: PIMCO Bermuda Income Fund (M)	ROYAL BANK OF CANADA
WELLINGTON SHIELDS & CO. LLC	BNY MELLON	PIMCO Corporate & Income Strategy Fund	Stonehill Institutional Partners, L.P.
WESTERN ASSET MANAGEMENT CO	CANADIAN IMPERIAL BANK OF COMMERCE	PIMCO Dynamic Credit and Mortgage Income Fund	Stonehill Master Fund Ltd
WESTERN ASSET MANAGEMENT CO LTD	CIBC BANK USA	PIMCO Flexible Credit Income Fund	TEXAS CAPITAL BANK
ZAIS CLO 1 LTD	Cross Sound Distressed Opportunities Fund LP – Series 1	PIMCO Funds: Global Investors Series plc, Income Fund	THE BANK OF NOVA SCOTIA
ZAIS CLO 2 LTD	Cross Sound Distressed Opportunities Fund LP – Series 3	PIMCO Funds: PIMCO Income Fund	THE BANK OF TOKYO- MITSUBISHI UFJ, LTD.
ZAIS CLO 3 LTD	DEUTSCHE BANK	PIMCO Funds: PIMCO Long- Term Credit Fund	The Mangrove Partners Master Fund, Ltd.
ZAIS CLO 5 LTD	FIRST INTERSTATE BANK	PIMCO Global Income Opportunities Fund	THE PRIVATEBANK AND TRUST COMPANY
ZAIS CLO 6 LTD	FIRST INTERSTATE WEALTH MANAGEMENT	PIMCO Global StocksPLUS & Income Fund	UBS FINANCIAL SERVICES INC.
BLACKROCK CAPITAL INVESTMENT CORPORATION	FIRST TENNESSEE BANK	PIMCO High Income Fund	UNION BANK
MEDLEY CAPITAL CORPORATION	J.H. LANE PARTNERS MASTER FUND, LP	PIMCO Income Strategy Fund	University of Missouri
SENTINEL ASSET MANAGEMENT INC	MORGAN STANLEY		WELLS FARGO
SIERRA INCOME CORPORATION	MSD Credit Opportunity Master Fund, L.P.		WELLS FARGO SECURITY INVESTMENTS
	NATIONAL BANK OF CANADA		WILMINGTON SAVINGS FUND SOCIETY, FSB

Wolverine Flagship Fund Trading Limited	LONDON STOCK EXCHANGE GROUP PLC	AEP GENERATION RESOURCES INC.	Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc.
York Credit Opportunities Fund, L.P.	NATIONWIDE FUND ADVISORS	ALBERTA POWER (2000) LTD.	ND State Hospital
York Credit Opportunities Investments Master Fund, L.P.	NFC INVESTMENTS, LLC	BLACK EARTH HUMIC LIMITED PARTNERSHIP	NDSU - Fargo
ZAIS Opportunity Master Fund, Ltd	NORTHEAST INVESTORS TRUST COMP	CANADIAN NATIONAL RAILWAY COMPANY	NORIT CANADA INC.
Clarington Capital Management Inc.	NORTHWEST MUTUAL FUNDS INC	CAPITAL POWER L.P.	NORTH DAKOTA STATE UNIVERSITY
LYXOR	OTIMA INVESTMENT MANAGEMENT LTD	City of Dover, OH	NORTH WESTERN CORPORATION
LYXOR INTERNATIONAL ASSET MANAGEMENT	RIVERPARK ADVISORS LLC	City of Orrville, OH	NORTHERN STATES POWER COMPANY
NN GROUP NV	ROGGE GLOBAL PARTNERS PLC	DUKE ENERGY KENTUCKY, INC.	NRG TEXAS POWER LLC
ARGO GROUP INTERNATIONAL HOLDING	SENTINEL ASSET MANAGEMENT INC	EAST KENTUCKY POWER COOPERTIVE, INC.	PACIFICORP
AVIVA GROUP	SOUTH DAKOTA INVESTMENT COUNCIL	FMC CORPORATION	PORTLAND GENERAL ELECTRIC COMPANY
BRINKER CAPITAL INC	STATE STREET CORP	GMHR	PPL MONTANA LLC
CHOU AMERICA MANAGEMENT INC	TIAA-CREF	KINGSFORD MANUFACTURING COMPANY	PUBLIC SERVICE COMPANY OF NEW MEXICO
DANSKE BANK A/S	U.S. BANK NATIONAL ASSOCIATION	MARTIN MARIETTA MAGNESIA SPECIALTIES, LLC	PUGET SOUND ENERGY INC
FAYEZ SAROFIM & CO	UBS	MDU Resources Group, Inc.	RIDLEY TERMINALS INC.
IA CLARINGTON INVESTMENTS	AEM Corporation	MONSANTO COMPANY	ROCKY MOUNTAIN POWER LLC
JPMORGAN CHASE & CO			SASKATCHEWAN POWER CORPORATION



SIDNEY SUGARS INCORPORATED	CEBULLA, CHRIS	KLEMKE, LUKE	PIIPO, ROBIN
SOLVAY SODA ASH JOINT VENTURE	CLUTTERBUCK, ROBERT T.	KOHN, GARY A.	RUX, KENNETH R.
TATA Chemicals Partners	DE JAGER, SHELDON	KOST, KURT D.	SAUVE, DEREK
THE MONTANA POWER COMPANY	DOUCETTE, TIM	KRATZENSTEIN, DONDI	SCHADAN, JOHN
THE WASHINGTON WATER POWER COMPANY	FLEXON, ROBERT C.	KUKURA, JEFFREY	SCHARP, ROBERT C.
TRAFIGURA PTE. LTD.	FUNNEKOTTER, RUTGER HERMAN WILLEM	LAURENTIUS IRENEUS WINFRIDUS KLEIN	SCHETZSLE, RYAN
TRANSALTA CENTRALIA GENERATION LLC	FURLONG, JIM	MACKUS, CRAIG R.	SCHWARTZ, JENNIFER A.
Tronox	GANT, SHANE	MANN, JODY	SMITH, JOSEPH W.
UTELITE CORPORATION	GRAFTON, JENNIFER S.	MCDONALD, KARI	STANDA, JACK
WESTERN FUELS ASSOCIATION, INC.	HAGREEN, SAMUEL N.	MCKINNON, BRIAN	STEIN, JEFFREY S.
Wyoming Lime Producers	HAMILTON, GAIL E.	MEHLER, BARRY	STURM, SCOTT
VEENSTRA, JASON	HAUCK, MARY A.	MEYER, MICHAEL	SWARTZ, DON
ALTAVILA, MICHAEL	HENRY, SCOTT A.	MICHELETTI, JOSEPH E.	TINSTMAN, ROBERT A.
BACHYNSKI, TERRY J.	HONISH, GREGORY J.	MOTYCKA, SCOTT	TROUP, NATHAN M.
BARTON, JENNIFER M.	HORTON, KEITH D.	MULLANEY, CONAN	TYWONIUK, GERALD A.
BRICKER, ADAM	HUTCHINSON, MICHAEL G.	PACKWOOD, JAN B.	UNGUREAN, CHARLES C.
CATON, COURTNEY	JUTILA, JOHN	PAPRZYCKI, KEVIN A.	VAN DEN BOEK, CLEMENS CORNELIS
	KEISLING, DON	PARISHER, ELAINE	WELLS, JON
	KLEMKE, LUKAS	PIERRO, STEVEN	ZIMMER, STEVEN P.

ALBERTA ENERGY REGULATOR	RECEIVER GENERAL	TREASURER JANETTE DONAK	HALIFAX COUNTY TAX COLLECTOR
BIG HORN COUNTY TREASURER	ROSEBUD COUNTY TREASURER	COSHOCTON MUNICIPLE COURT	HARRISON COUNTY TREASURER VICKI SEFSICK
GOVERNMENT OF ALBERTA	RURAL MUNICIPALITY OF COALFIELDS NO. 4	COUNTY OF PAINTEARTH	INTERNAL REVENUE SERVICE
INTERNAL REVENUE SERVICE	STATE OF NEW MEXICO	DAWN M HOSOM TREASURER	LEDUC COUNTY
INTERNAL REVENUE SERVICE	BELMONT COUNTY TREASURER	DELAWARE SECRETARY OF STATE	LEON COUNTY TAX ASSESSOR COLLECTOR
LINCOLN COUNTY TREASURER	BUFFALO I.S.D., CAROLYN BALLARD	DEPARTMENT OF LABOR & INDUSTRY	LEON I.S.D. TAX ASSESSOR COLLECTOR
MINISTER OF FINANCE	CARMA JOHNSON MORGAN CO CLERK OF COURTS	DEPARTMENT OF LABOR/MSHA	LINCOLN COUNTY PUBLIC HEALTH
MONTANA DEPARTMENT OF REVENUE	CARROLL CO MUNICIPAL COURT	DEPARTMENT OF NATURAL RESOURCES	LINCOLN COUNTY SCHOOL DISTRICT #1
MONTANA DEPARTMENT OF REVENUE	CLERK OF COURTS	DEPARTMENT OF REVENUE	LINCOLN COUNTY, WYOMING OFFICE OF P & D
MONTANA STATE FUND	CLERK OF DISTRICT COURT	DEPT. OF ENVIRONMENTAL PROTECTION DIV WA	MERCER COUNTY TREASURER
MONTANA STATE TREASURER	COLUMBIANA COUNTY TREASURER	DEQ WATER PROTECTION BUREAU	MINE SAFETY & HEALTH ADMINISTRATION
OFFICE OF SURFACE MINING	COMMONWEALTH OF KENTUCKY - DEPT OF REV	DOUGLAS COUNTY TREASURER	MINE SAFETY AND HEALTH ADMIN (MSHA)
OHIO DEPARTMENT OF REVENUE	COMPROLLER OF PUBLIC ACCOUNTS	FLAGSTAFF COUNTY	MINISTER OF FINANCE
R.M. OF ESTEVAN #5	COSHOCTON CHAMBER OF COMMERCE	FREESTONE COUNTY TAX ASSESSOR COLLECTOR	MINISTER OF FINANCE
RECEIVER GENERAL	COSHOCTON COUNTY	GOVERNMENT OF ALBERTA	

MINISTRY OF HIGHWAYS & INFRASTRUCTURE	NORTH CAROLINA DEPT. OF REVENUE	STATE OF NEW MEXICO	WYOMING AIR QUALITY DIVISION
MINNESOTA REVENUE	OFFICE OF STATE TAX COMMISSIONER	STATE OF NEW MEXICO COMMISSIONER OF PUBLIC LANDS	WYOMING DEPT OF WORKFORCE SERVICES
MONTANA DEPT OF ENVIRONMENTAL	OFFICE OF SURFACE MINING	STATE OF NM COMMISSIONER OF PUBLIC LANDS	BLACK LUNG
MONTANA DEPT OF ENVIRONMENTAL QUALITY	OHIO TREASURER OF STATE	STATE OF NORTH DAKOTA	DEPARTMENT OF INTERIOR
MONTANA DEPT OF REVENUE	OLIVER COUNTY TREASURER	STATE OF NORTH DAKOTA	MINISTRY OF THE ECONOMY
MONTANA STATE TREASURER	PERRY COUNTY COURT	STATE OF UTAH	OFFICE OF SURFACE MINING
MUSKINGUM COUNTY TREASURER	PERRY COUNTY TREASURER MELISSA WALTERS	TEXAS STATE COMPTROLLER	OFFICE OF SURFACE MINING RECLAMATION
NEW MEXICO BUREAU OF MINE SAFETY	RECEIVER GENERAL	TOWN OF HINTON	OHIO BUREAU OF WORKERS COMPENSATION
NEW MEXICO DEPT OF WORKFORCE	RECEIVER GENERAL OF CANADA	TREASURE COUNTY TREASURER	RURAL MUN. OF HART BUTTE NO. 11
NEW MEXICO TAXATION & SERVICES	RICHLAND COUNTY TREASURER	TREASURER, STATE OF OHIO	BILL BIAS, ATHENS COUNTY TREASURER
NEW MEXICO TAXATION AND REVENUE	ROSEBUD COUNTY SHERIFF	TUSCARAWAS COUNTY TREASURER	COMMONWEALTH OF KENTUCKY DEPARTMENT FOR NATURAL RESOURCES
NM MINE HEALTH AND SAFETY CONFERENCE	SAN JUAN COUNTY TREASURER	UINTA COUNTY	COMMONWEALTH OF KENTUCKY, DEPARTMENT OF MILITARY AFFAIRS
NM MINING AND MINERALS DIVISION	SP CLEARINGHOUSE SUPERIOR COURT OF AZ	UNITED STATES TREASURY	COMMONWEALTH OF KENTUCKY, FOR THE USE AND BENEFIT OF THE
NOBLE COUNTY TREASURER	STATE OF DELAWARE	UNITED STATES TREASURY INTERNAL REVENUE	
	STATE OF MT DEPT OF LABOR/INDUST	US DEP OF THE TREASURY IRS	

DEPARTMENT OF MILITARY AFFAIRS	KENTUCKY STATE TREASURER	NC DEPARTMENT OF REV	NORTH DAKOTA DEPARTMENT OF HEALTH, WATER DIVISION
CROW TRIBE LEGAL DEPARTMENT	MELISSA WALTERS, PERRY COUNTY TREASURER	ND DEPARTMENT OF HUMAN SERVICES STATE HOSPITAL	NORTH DAKOTA DEPARTMENT OF HUMAN RESOURCES STATE HOSPITAL
DEPARTMENT OF ENVIRONMENTAL QUAL	MERCER COUNTY ROAD DEPARTMENT	NEW MEXICO DEPARTMENT OF TRANSPORTATION	
DEPARTMENT OF LABOR/MSHA	MINE SAFETY AND HEALTH ADMINISTRATION	NEW MEXICO MINING DEPARTMENT, AIR QUALITY BUREAU	NORTH DAKOTA LAND DEPARTMENT
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION	MINERALS MANAGEMENT SERVICE, US DEPARTMENT OF THE INTERIOR	NEW MEXICO MINING DEPARTMENT, GROUND WATER QUALITY BUREAU	NORTH DAKOTA PUBLIC SERVICE COMMISSION (NDPSC)
DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY	MONTANA DEPARTMENT OF ENVIRONMENTAL QUAL	NEW MEXICO MINING DEPARTMENT, MINING ENVIRONMENTAL COMPLIANCE SECTION	OHIO DEPARTMENT OF AGRICULTURE
DEPARTMENT OF THE TREASURY	MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY, AIR DIVISION		OHIO DEPARTMENT OF COMMERCE
DEPT OF ENVIRONMENTAL PROTECTION WATER & WASTE MANAGEMENT	MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY, MINING DIVISION	NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY	OHIO DEPARTMENT OF NATURAL RESOURCES
EPA - Regions 2, 3, 4, 5, 6, & 8	MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY, WATER DIVISION	NORTH CAROLINA DEPARTMENT OF LABOR	OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY
EPA (ENVIRONMENTAL PROTECTION AGENCY		NORTH CAROLINA DEQ WATER QUALITY	OHIO DEPARTMENT OF TAXATION
JEFFERSON COUNTY TREASURER RAYMOND M AGRESTA	MONTANA DEPARTMENT OF NATURAL	NORTH DAKOTA DEPARTMENT OF HEALTH	OHIO DIVISION OF NATURAL RESOURCES (ODNR), DIVISION OF MINERAL RESOURCES
KENTUCKY DEPARTMENT OF REVENUE	MONTANA DEPARTMENT OF NATURAL RESOURCES	NORTH DAKOTA DEPARTMENT OF HEALTH, AIR DIVISION	OHIO EPA, DIVISION OF AIR POLLUTION CONTROL
	MONTANA DEPARTMENT OF STATE LANDS		

OHIO EPA, DIVISION OF SURFACE WATER	U.S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS	WYOMING DEPARTMENT OF AGRICULTURE
OSM (OFFICE OF SURFACE MINING)	UINTA COUNTY TREASURER	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT	WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, AIR QUALITY DIVISION
STATE OF MONTANA, DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION	UNITED STATES DEPARTMENT OF INTERIOR	UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT	WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, LAND QUALITY DIVISION
STATE OF NEW MEXICO COMMISSIONER OF PUBLIC LANDS	UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT HIGH DESERT DISTRICT KEMMERER FIELD OFFICE	US DEPARTMENT OF EDUCATION	WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, WATER QUALITY DIVISION
STATE OF OHIO DEPARTMENT OF NATURAL RESOURCES	UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT KEMMERER	US DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT	WYOMING DEPARTMENT OF TRANSPORTATION
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AIR DIVISION	UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT KEMMERER FIELD OFFICE	US DEPARTMENT OF THE INTERIOR MINERALS MANAGEMENT SERVICE	WYOMING DEPARTMENT OF WORKFORCE SERVICES
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WATER DIVISION	UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT KEMMERER RESOURCE AREA	US DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT	ACE AMERICAN INSURANCE CO.
TEXAS RAILROAD COMMISSION (TRR)	UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT KEMMERER RESOURCE AREA	US DEPARTMENT OF TREASURY	ACE AMERICAN INSURANCE COMPANY
TREASURER, STATE OF OHIO - EPA	UNITED STATES DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT WYOMING STATE OFFICE	US DEPARTMENT OF TREASURY (MSHA)	ACE PROPERTY AND CASUALTY INSURANCE COMPANY
TREASURER, STATE OF OHIO DEPT OF TAXATIO		WILLOW BUNCH FIRE DEPARTMENT	AIG (NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA)
TREASURER, STATE OF OHIO OHIO DEPARTMENT			AIG INSURANCE COMPANY OF CANADA

ALLIED WORLD ASSURANCE COMPANY LTD	BARBICAN BERMUDA	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	U.S. SPECIALTY INSURANCE COMPANY
ALLIED WORLD SPECIALTY INSURANCE COMPANY	BERKLEY PROFESSIONAL LIABILITY	NAVIGATORS PRO	VOYA FINANCIAL
AMERICAN LONGSHORE MUTUAL ASSOCIATION LTD	CHUBB BERMUDA	NORTH DAKOTA STATE FUND	WESTMORELAND RISK MANAGEMENT INC.
AON RISK INS SERVS WEST(GSF POLICY INTAKE FAC.) CO	CHUBB GROUP OF INSURANCE COMPANIES	NORTHBRIDGE FINANCIAL CORPORATION	WILLIS (BERMUDA)
AON RISK INSURANCE SERVICES WEST, INC.	CHUBB INSURANCE COMPANY OF CANADA	NOVAE BERMUDA UNDERWRITING LIMITED ON BEHALF OF SYNDICATE 2007	WILLIS CANADA INC.
ARIEL RE BDA LIMITED ON BEHALF OF ARIEL SYNDICATE 1910	CONTINENTAL CASUALTY COMPANY	OHIO STATE FUND	WILLIS LIMITED
ASPEN BERMUDA LIMITED	ENDURANCE PROFESSIONAL SOLUTIONS	OIL CASUALTY INSURANCE LTD	WILLIS OF TENNESSEE INC.
ASPEN INSURANCE UK LTD	FEDERAL INSURANCE COMPANY	OLD REPUBLIC PROFESSIONAL LIABILITY, INC.	WYOMING STATE FUND
AXIS COMMERCIAL MANAGEMENT SOLUTIONS	IPFS CORPORATION	SOMPO INTERNATIONAL DBA ENDURANCE SPECIALTY INSURANCE LTD	XL CATLIN - PROFESSIONAL INSURANCE
AXIS INSURANCE COMPANY	IRONSHORE CANADA	STARR INDEMNITY & LIABILITY COMPANY	XL EUROPE LTD.
AXIS REINSURANCE COMPANY	IRONSHORE EUROPE LTD	STEADFAST INSURANCE COMPANY	XL SPECIALTY INSURANCE COMPANY
AXIS REINSURANCE COMPANY (CANADIAN BRANCH)	IRONSHORE INSURANCE LTD	THE TRAVELERS INDEMNITY COMPANY	ZURICH AMERICAN INSURANCE COMPANY
BANKDIRECT CAPITAL FINANCE	IRONSHORE SPECIALITY INSURANCE COMPANY		ZURICH AMERICAN INSURANCE COMPANY OF ILLINOIS
	LLOYDS OF LONDON		ZURICH GLOBAL LIMITED
	MARKEL BERMUDA LIMITED		ZURICH INSURANCE COMPANY LTD
	MONTANA STATE FUND		ABSALOKA COAL, LLC

BASIN RESOURCES, INC.	WCC LAND HOLDING COMPANY, INC.	WESTMORELAND ENERGY, LLC	Westmoreland Roanoke Valley, LP,
BUCKINGHAM COAL COMPANY, LLC	WECO	WESTMORELAND KEMMERER FEE COAL HOLDINGS, LLC	WESTMORELAND SAN JUAN HOLDINGS, INC.
DAKOTA WESTMORELAND CORPORATION	WEI - ROANOKE VALLEY, INC.	WESTMORELAND KEMMERER, LLC	WESTMORELAND SAN JUAN, LLC
DARON COAL COMPANY, LLC	WESTERN ENERGY COMPANY	WESTMORELAND MINING LLC	Westmoreland San Juan, LLC, San Juan Transportation Company, San Juan Coal Company
HARRISON RESOURCES, LLC	WESTMORELAND - ROANOKE VALLEY, LP	WESTMORELAND NORTH CAROLINA POWER, LLC	WESTMORELAND SAVAGE CORPORATION
HAYSTACK COAL COMPANY	WESTMORELAND CANADA HOLDINGS INC.	WESTMORELAND PARTNERS	WESTMORELAND TEXAS JEWETT COAL COMPANY
OXFORD CONESVILLE, LLC	WESTMORELAND CANADA LLC	WESTMORELAND POWER, INC.	WLB
OXFORD MINING COMPANY - KENTUCKY, LLC	WESTMORELAND CANADIAN INVESTMENTS, LP	WESTMORELAND PRAIRIE RESOURCES INC.	WRI PARTNERS, INC.
OXFORD MINING COMPANY, LLC	WESTMORELAND COAL COMPANY	WESTMORELAND RESOURCE PARTNERS, LP	D&P LAND INVESTMENTS, LLC
PRAIRIE MINES & ROYALTY ULC	WESTMORELAND COAL COMPANY ASSET CORP	WESTMORELAND RESOURCES GP, LLC	M4 MAROON V LLC
SAN JUAN COAL COMPANY	WESTMORELAND COAL SALES COMPANY, INC.	WESTMORELAND RESOURCES, INC.	ASSOCIATE REGIONAL SOLICITOR
SAN JUAN TRANSPORTATION COMPANY	Westmoreland Corp. aka Beulah	WESTMORELAND RISK MANAGEMENT INC.	ATHENS COUNTY COMMISSIONERS
TEXAS WESTMORELAND COAL COMPANY	WESTMORELAND ENERGY SERVICES NEW YORK, INC.	WESTMORELAND RISK MANAGEMENT, INC.	B&N COAL, INC.
WCC HOLDING B.V.	WESTMORELAND ENERGY SERVICES, INC.		BAISDEN, MICHAEL

BLACKHAWK LAND AND RESOURCES, LLC	MONTANA DEPARTMENT OF ENVIROMENTAL QUALITY	DARRYL L JAMES CONSULTING, LLC	WYATT, TARRANT & COMBS, LLP
COLLINS, ANN M.		DELOITTE & TOUCHE LLP	1481604 ALBERTA LTD. O/A HEAVY METAL EQUIPMENT AND RENTALS
COLUMBIA GAS TRANMISSION, LLC	MONTANA ENVIRONMENTAL INFORMATION CENTER AND SIERRA CLUB	ERNST & YOUNG	
CROW TRIBE OF INDIANS		HOLLAND & HART LLP	A.U. MINES, INC.
DILLION, VIVIAN	North Carolina Division of Water Resources	PRICEWATERHOUSE COOPERS	ACE INA GROUP
DISTRICT DIRECTOR			ARGO GROUP
EICHELBERGER, JON	OHIO GATHERING COMPANY, LLC	BROWNSTEIN HYATT FARBER SCHRECK LLP	BANK OF MONTREAL, AS COLLATERAL AGENT
ENSIGNER, PAMELA	OTTERTAIL POWER COMPANY	BRYAN CAVE LLP	BRANDT TRACTOR LTD.
Environmental Protection Agency	PHILIPPINE COMMISSION ON HUMAN RIGHTS	CAPITOL NETWORK LLC	CAPITAL POWER GP HOLDINGS INC.
EVERITTE FREEMAN AND PHYLLIS FREEMAN	SERGEANT STONE, INC.	DAVIS GRAHAM & STUBBS	CAPITAL POWER L.P.
FLOYD COZORT	SHELLY AND SANDS, INC.	JACKSON KELLY PLLC	CERBERUS BUSINESS FINANCE, LLC, AS COLLATERAL AGENT
HERITAGE COAL COMPANY, LLC	SPIRES, KARL AND BRENDA	PORTER WRIGHT MORRIS & ARTHUR LLP	
J. L. ROGERS FAMILY, LLC, A FLORIDA LIMITED LIABLITY COMPANY	SUAZO, JAMES	ROETZEL & ANDRESS LPA	CIMARRON COAL COMPANY
Kinder Morgan	TALMAR OF FL., LLC	SEWARD & KISSEL LLP	
KINDER MORGAN UTOPIA LLC	UNITED STATES DEPARTMENT OF INTERIOR - BUREAU OF INDIAN AFFAIRS	SHELLEY M SHEPHERD	CITICORP USA, INC., AS ADMINISTRATIVE AGENT
	Wild Earth Guardians	VEDDER PRICE PC	CITY OF CLAIRSVILLE
	BAKER & HOSTETLER LLP	VENABLE LLP	CITY OF ORRVILLE, DEPARTMENT OF PUBLIC UTILITIES
		WILMER CUTLER PICKERING HALE AND DORR	



COMMONWEALTH OF KENTUCKY	HMTQ IN RIGHT OF THE PROVINCE OF SASKATCHEWAN AS REPRESENTED BY THE MINISTER OF ENVIROMENT	KIRKWOOD TOWNSHIP	NRG TEXAS POWER LLC
COMMONWEALTH OF PA		KL UPTOWN ENTERPRISES LTD.	OBSIDIAN AGENCY SERVICES, INC., AS COLLATERAL AGENT
COMMONWEALTH OF VIRGINIA	HSBC BANK PLC	KOMATSU FINANCIAL LIMITED PARTNERSHIP	OSNABURG TOWNSHIP
DMA33 ENTERPRISES LTD.	INDEMNITY NATIONAL INSURANCE COMPANY	LEM ENTERPRISES LTD.	PACIFIC & WESTERN BANK OF CANADA
DOVER MUNICIPAL UTILITIES AUTHORITY	INSTOW ENTERPRISES LTD.	LEXON INSURANCE COMPANY	RBS ASSET FINANCE, INC.
EAST KENTUCKY POWER COOPERATIVE	INSURANCE COMMISSIONER OF WEST VIRGINIA	MCP FUNDING I, LLC C/O CCA GROUP LLC	RJF ENTERPRISES LTD.
ENTERPRISE FLEET MANAGEMENT CANADA, INC	INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX	MERCHANTS CAPITAL RESOURCES, INC.	ROYNAT INC.
EVERGREEN NATIONAL INDEMNITY COMPANY	INTEGRATED DISTRIBUTION SYSTEMS LP O/A WAJAX EQUIPMENT	MK3 ENTERPRISES LTD.	RUSSELL METALS INC.
FARM CREDIT LEASING SERVICES CORPORATION	J.M. MULLIN ENTERPRISES LTD	MODERN OFFICE METHODS INC	SASKATCHEWAN POWER CORPORATION
FINNING INTERNATIONAL INC.	JOHN DEERE FINANCIAL INC.	MONTANA SECRETARY OF STATE	STARION FINANCIAL
FIRST BUSINESS EQUIPMENT FINANCE LLC	JOY GLOBAL UNDERGROUND MINING LLC	NEW MEXICO ENERGY, MINERAL NATURAL RESOURCES DEPARTMENT	STATE OF MONTANA
FIRST SECURITY BANK - SLEEPY EYE	KAL TIRE, A CORPORATE PARTNERSHIP	NMHG FINANCIAL SERVICES INC	STATE OF MONTANA, DEPARTMENT OF ENVIRONMENTAL QUALITY
FIRST SURETY CORPORATION	KARL SPIRES	NORTH CENTRAL RENTAL & LEASING LLC	STATE OF NORTH DAKOTA
GENESEE ROYALTY LIMITED PARTNERSHIP		NORTH CENTRAL RENTAL & LEASING, LLC	STATE OF OHIO
			STATE OF OHIO THE MAHONING VALLEY SANITARY DISTRICT
			STATE OF OHIO, OHIO

DEPARTMENT OF NATURAL RESOURCES	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT FOR REVOLVING CREDIT BANKS	UNITED STATES BUREAU OF INDIAN AFFAIRS	WELLS FARGO EQUIPMENT FINANCE, INC.
STATE OF TEXAS		UNITED STATES DEPARTMENT OF THE INTERIOR	WHEELER MACHINERY CO
STATE OF WEST VIRGINIA	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT FOR THE NOTE PURCHASERS	UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT	ZURICH INSURANCE GROUP
STATE OF WYOMING		UNITED STATES OF AMERICA.	Alliance Resource Partners, L.P.
THE PRIVATEBANK AND TRUST CO.,AS ADMINISTRATIVE AGENT	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT FOR THE REVOLVING CREDIT BANKS	UNITED STATES OF AMERICA...	Alpha Natural Resources
THE PRIVATEBANK AND TRUST COMPANY, AS ADMINISTRATIVE AGENT	U.S. BANK NATIONAL ASSOCIATION, AS NOTE COLLATERAL AGENT	US DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT.	CONSOL Energy
THE PRIVATEBANK AND TRUST COMPANY, AS AGENT	U.S. BANK NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT	US DEPARTMENT OF THE INTERIOR	Foresight Energy
THE STATE OF VIRGINIA	U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE	USA	Hallador Energy Company
TRACTOR & EQUIPMENT CO	U.S. DEPARTMENT OF THE INTERIOR	VIRGINIA WORKERS' COMPENSATION COMMISSION	Murray Energy Corporation
TRAVELERS PROPERTY CASUALTY GROUP	UNION TOWNSHIP, BELMONT COUNTY	WAGNER EQUIPMENT CO.	Peabody Energy Corp.
TRI-STATE TRUCK & EQUIPMENT, INC	UNITED MINE WORKERS OF AMERICA 1992 BENEFIT PLAN	WELLS FARGO BANK, NATIONAL ASSOCIATION	Rhino Resource Partners, L.P.
TRUSTEES OF THE UNITED MINE WORKERS OF AMERICA 1992 BENEFIT PLAN	UNITED STATES	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS NOTE COLLATERAL AGENT	ACME SOIL REMEDIATION, INC.
U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT			AMERICAN ELECTRIC POWER
			BRADKEN, INC
			BRANDEIS MACHINERY AND SUPPLY COMPANY
			BUCKLEY POWDER CO.
			BUREAU OF INDIAN AFFAIRS

CATALYST ENVIRONMENTAL SOLUTIONS CORP	M AND C TRANSPORTATION LLC	OHIO CENTRAL RAILROAD INC	REPRESENTATIVE, DONNA RAMSEY, ON BEHALF OF THE ESTATE AND HEIRS OF MICHAEL RAMSEY
CATERPILLAR FINANCIAL SERVICES CORP	MESA READY MIX INC	RANDY V. MOORE	Barbara Griffin
CHROMATE INDUSTRIAL	MINERAL MANAGEMENT SERVICE	THE CAT RENTAL STORE	Christine March
COLUMBUS EQUIPMENT CO	MINERALS MANAGEMENT SERVICE	TRACTOR & EQUIPMENT CO.	Clarissa Waxton
CUMMINS BRIDGEWAY, LLC	MINING & RECLAMATION INC.	UNITED CENTRAL	Diane Livingstone
FENNER DUNLOP CSS NEW MEXICO, LLC	MINOVA USA INC.	UNITED CENTRAL INDUSTRIAL SUPPLY COMPANY	Glenn Otto
GCR TIRES & SERVICE	MODERN MACHINERY CO INC	WAMPUM HARDWARE COMPANY	Gwen Smith
HIGHLAND MACHINERY COMPANY	MONTANA DEPT. NATURAL RESOURCES	WESTATE MACHINERY CO	Jacqueline Boykin
HONSTEIN OIL AND DISTRIBUTING LLC	MONTANA OPERATING ENGINEERS -	WHEELER	John P. Fitzgerald III
JENNCHEM LLC	MORGANTOWN MACHINE	WORKIVA	June E. Turner
JENNMAR CORPORATION OF UTAH INC	MO-TE DRILLING CO, INC	WV PLC REPAIR INC.	Linda Motton
JOY GLOBAL UNDERGROUND MINING LLC	NATURAL RESOURCE MANAGEMENT SOLUTIONS	BUTLER, CRAIG W., DIRECTOR OF OHIO ENVIRONMENTAL PROTECTION AGENCY	Luci Johnson-Davis
KOMATSU EQUIPMENT COMPANY	NATURAL RESOURCE PARTNERS LP	KEVIN A. PAPRZYCKI	Patricia Schmidt
KOMATSU FINANCIAL LIMITED PARTNERSHIP	NELSON BROTHERS MINING SERVICE	PENSION BENEFIT GUARANTY CORPORATION	Peggy T. Flinchum
	OHIO CAT	RAMSEY, MICHAEL, DECEASED, BY AND THROUGH HIS PERSONAL	Robert B. Van Arsdale
			Shannon F. Pecoraro
			Stephen Statham

Theresa E. McPherson	NAVASOTA VALLEY ELECTRIC-ELEC. BILL ONLY	CLEARFLY COMMUNICATIONS	KIMBLE RECYCLING & DISPOSAL
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 400 AFL CIO	NORTHWESTERN ENERGY	COLUMBIA GAS	KY UTILITIES CO ATTN REMITTANCE & COLLEC
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA LOCAL 649	PNM	COLUMBIA GAS OF OHIO	LEVEL 3 COMMUNICATIONS
INTERNATIONAL UNION OF OPERATING ENGINEERS	ROCKY MOUNTAIN POWER	COMCAST CABLE	MADISON ENERGY COOPERATIVE
INTERNATIONAL UNION OF OPERATING ENGINEERS	A T & T MOBILITY	COSHOCTON WATER DEPT.	MCI
INTERNATIONAL UNION UNITED MINE WORKERS OF AMERICA	ADVANCED COMMUNICATIONS TECHNOLOGY	DIRECTV	MID-RIVERS TELEPHONE COOP
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	AT&T	DISH NETWORK	MID-YELLOWSTONE ELECTRIC CO-OP
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 2067	AT&T LONG DISTANCE	DOMINION EAST OF OHIO	MILES CITY SANITATION
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION	BELLAIRE WATER DEPT.	DOMINION ENERGY	MILLER'S GARBAGE SERVICE INC.
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 955	BURR OAK REGIONAL WATER DIST.	EASTERN OHIO REGION WASTEWATER AUTHORITY	MONTANA DAKOTA UTILITIES CO.
UNITED MINE WORKERS OF AMERICA	CENTURYLINK	FASTTRACK COMMUNICATIONS	MUHLENBERG CO WATER DISTRICT
	CENTURYLINK BUSINESS SERVICES	FORAKER GAS COMPANY, INC	MUSKINGUM COUNTY UTILITIES
	CITY OF BEULAH	FRONTIER COMMUNICATIONS	RANGE TELEPHONE COOPERATIVE
	CITY OF COLSTRIP	FRONTIER POWER CO.	REPUBLIC SERVICES
	CITY OF FARMINGTON	GRANITE TELECOMMUNICATIONS, LLC	REPUBLIC SERVICES #7
	CITY OF HAZEN	GUERNSEY MUSKINGUM ELECTRIC CO OP	
	CITY OF KEMMERER		

RESERVATION TELEPHONE COOPERATIVE	WASTE MANAGEMENT OF NEW MEXICO	ADP	BENNETT JONES LLP
ROUGH RIDER ELECTRIC COOP INC	WASTE MANAGEMENT OF OHIO, INC.	ADP, INC.	BENTALL KENNEDY
SAFETY KLEEN CORP.	WEST RIVER TELECOMMUNICATIONS	ALBERTA ENERGY - SALT LEASE 258905000 1	BERNER TRUCKING, INC.
SO PERRY COUNTY WATER DISTRICT	WINDSTREAM COMMUNICATIONS	ALL STATE FIRE EQUIPMENT OF TEXAS, INC.	BHP BILLITON NEW MEXICO COAL INC
SOUTH CENTRAL POWER CO.	WYOMING WASTE SYSTEMS	AMERIBEN SOLUTIONS	BLACK BUTTE COAL COMPANY
SPECTRUM BUSINESS	WYOMING WATER DEVELOPMENT COMMISSION	ANADARKO PETROLEUM CORPORATION	BNSF RAILWAY COMPANY
SPECTRUM BUSINESS	AQYRE LLC	ANTHEM	BOWLES RICE LLP
SUBURBAN PROPANE	BETTY CROSSON	ANTHONY MINING CO INC	BP ENERGY COMPANY
TCT	GRACIE LACOMBE	AON REED STENHOUSE	BRADKEN CANADA MANUFACTURED PRODUCTS LTD
THE ENERGY COOPERATIVE	KAREN BRIMHALL, TRUSTEE	AON REED STENHOUSE INC.	BRIDGESTONE AMERICAS TIRE OPERATIONS, LL
TIME WARNER CABLE-NORTHEAST	ROBERT HALF	AON RISK INSURANCE SERVICES WEST, INC.	BRIDGESTONE CANADA INC.
TONGUE RIVER ELECTRIC COOP	TALEN MONTANA, LLC	APPLIED INDUSTRIAL TECHNOLOGIES	BUCKLEY POWDER CO
TOUCHTONE COMMUNICATIONS	3B DOZER SERVICE, LLC	APPLIED INDUSTRIAL TECHNOLOGIES	BUTLER MACHINERY COMPANY
UNION TELEPHONE COMPANY	4M SOLUTIONS INC.	ARNOLD MACHINERY COMPANY	CABOT CANADA LTD
VERIZON WIRELESS	ACKLANDS - GRAINGER INC.	ARNOLD MACHINERY COMPANY	CABOT NORIT CANADA INC.
VERIZON WIRELESS	ADP	AU MINES	CADOMIN MTN CONTRACTING LTD

CANADIAN NATIONAL RAILWAYS	CLEARFORK TRUCKING	ELLINGFORD BROS, INC.	FOUR CORNERS MATERIALS
CAN-JER INDUSTRIAL LUBE	COAL ROYALTY LIMITED PARTNERSHIP	ENERGCOMM FEDERAL CREDIT UNION	GAS ALBERTA ENERGY
CAN-JER INDUSTRIAL LUBRICANT LTD.	COAL VALLEY INVESTMENT CORPORATION	ENMAX ENERGY CORPORATION	GCR TIRE CENTER
CATERPILLAR FINANCE SERVICES	CONSOL ENERGY, INC	EQUIPMENT SALES & SERVICES	GENERAL AGGREGATE EQUIPMENT SALES
CATERPILLAR FINANCIAL SERVICES	CORNERSTONE ENERGY CORPORATION	ESCO	GENERAL ELECTRIC CANADA INC
CATERPILLAR FINANCIAL SERVICES	COSHOCTON TRUCKING INC	ESCOSUPPLY	GENESEE ROYALTY LIMITED PARTNERSHIP
CATERPILLAR FINANCIAL SERVICES - T9929	CROSS BORDERS CONSULTING LTD.	FAIRMONT SUPPLY COMPANY	GOLDEN ARROW SCHOOL & CHARTER BUSES LTD
CATERPILLAR FINANCIAL SERVICES CORP	CUMMINS ROCKY MOUNTAIN	FINNING (CANADA)	GREEN SHIELD CANADA
CDM ELECTROMECH TECHNICAL SERVICES	CUMMINS ROCKY MTN INC	FINNING (CANADA)	HD NORTHERN EQUIPMENT SALES AND RENTALS
CHEVRON PRODUCTS COMPANY	CUMMINS WESTERN CANADA	FINNING (MINING)	HEALTHSMART BENEFIT SOLUTIONS INC.
CHEVRON USA INC	DAMET SERVICES	FINNING INTERNATIONAL INC.	HEAVY METAL EQUIPMENT AND RENTALS
CHEVRON USA INC (CHEVRON PRODUCTS CO.)	DOVER HYDRAULICS INC	FINNING INTERNATIONAL INC.	HEAVYTECH INDUSTRIES
CIMARRON COAL COMPANY	DRIVES & CONTROLS SERVICES, INC.	FIRST INTERSTATE BANK	HEXAGON MINING INC
CITIZENS ASSET FINANCE, INC	DUGAN PRODUCTION CORP	FIRST SURETY CORPORATION	HIGHWAY MACHINE CO., INC.
	EGYPT VALLEY STONE, LLC.	FLANDERS ELECTRIC OF CANADA ULC.	ICL - IP AMERICA

IMPERIAL CREDIT CORPORATION	LYKINS ENERGY SOLUTIONS	NORIT EAPA HOLDING B.V.	PRUDENTIAL FINANCIAL
IMPERIAL OIL	MANCAL COAL INC.	NORTH AMERICAN ENERGY	PRUDENTIAL RETIREMENT
IRS - BLACK LUNG EXCISE TAX	MANULIFE FINANCIAL	NU NORTHERN TRACTOR RENTALS	R J WRIGHT AND SONS LTD
JENNMAR	MARIETTA COAL COMPANY	ODYSSEY RELOCATION MANAGEMENT	RHINO ENERGY LLC
JOY GLOBAL (CANADA) LTD.	MATRIX SOLUTIONS INC.	OHIO CAT - RESIDENT ACCOUNT	RIDLEY TERMINALS INC.
JOY GLOBAL SURFACE MINING INC.	MCCOMB AUTOMOTIVE SUPPLY (1969) LTD	ONRR	RIVER TRADING COMPANY, LTD
JOYGLOBAL (P&H MINEPRO)	MICHELIN NORTH AMERICA, INC	OPTUMHEALTH NW6373	ROCKO'S RENTALS & SERVICES LTD.
KAL TIRE	MICROSOFT CORPORATION	ORACLE CORPORATION CANADA INC.	ROVA VENTURES LLC
KAL TIRE	MILLENNIUM EMS SOLUTIONS LTD.	ORICA CANADA INC.	RPMGLOBAL USA, INC
KELLY PANTELUK CONSTRUCTION	MINERAL TRUCKING, INC.	PAULS HAULING LTD.	SAN JUAN COAL COMPANY
KIEWIT MINING GROUP INC	MODERN MACHINE WORKS, INC.	PLEASANT VALLEY TRUCKING INC	SAN JUAN COUNTY MUSEUM (DCA)
KOMATSU FINANCIAL	MONTANA O.E.C.I. TRUST FUND	PNC BANK, NATIONAL ASSOCIATION	SASKPOWER
KOMATSU FINANCIAL LIMITED PARTNERSHIP	MONTANA-DAKOTA UTILITIES CO.	PNM RESOURCES INC	SKYLIFT SERVICES INC.
KVC DEVELOPMENTS LTD.	MORGAN ADVANCED MATERIALS	PNM RESOURCES INC	SMILEY EXCAVATING LLC
L & H INDUSTRIAL, INC.	NALCO COMPANY	PRAIRIE NORTH CONSTRUCTION LTD	SMS EQUIPMENT (TRANSWEST)
L&H INDUSTRIAL, INC.	NAVAKAI, INC.	PRAXAIR, INC.	SMS EQUIPMENT INC
LIBERTY MUTUAL GROUP		PRIVATE BANK	STEEL WORKS MANUFACTURING LTD.

SUN COAST RESOURCES, INC.	WAGNER EQUIPMENT COMPANY	YELLOWHEAD COUNTY	CARDWELL DISTRIBUTING, INC.
SUN LIFE ASSURANCE COMPANY OF CANADA	WAJAX EQUIPMENT	A PLUS WELL SERVICE INC	CAT FINANCIAL SERVICES CORPORATION
TEXAS CAPITAL BANK, NA	WARREN FABRICATING CORPORATION	AUSTIN POWDER APPALACHIA, LLC	CATE RENTAL & SALES, LLC
TOWN & COUNTRY SUPPLY ASSOCIATION	WBM TECHNOLOGIES INC	AXIS SERVICES INC.	CELESTE L & WILLIAM M STEVENSON
TRACTOR & EQUIPMENT COMPANY	WESTCAN BULK TRANSPORT	AZTEC MACHINE & REPAIR	COLSTRIP ELECTRIC
TUNNEL RIDGE LLC	WILLIS LIMITED	BALDOR ELECTRIC COMPANY	COLUMBIA INDUSTRIES LTD.
U. S. BANK	WILLIS OF TENNESSEE, INC.	BANK OF MONTREAL, CCLO	CONN-WELD INDUSTRIES INC.
UGM ADDCAR SYSTEMS, LLC	WILLIS OF TENNESSEE, INC.	BELLAIRE HARBOR SERVICES, LLC	CRAVAT COAL CO.
UMWA COMBINED BENEFIT FUND	WILMINGTON SAVINGS FUND SOCIETY FSB	BNSF RAILWAY COMPANY	CROW ENTERPRISES LTD.
US BANK NA	WIRE ROPE INDUSTRIES LTD	BOMBER MOUNTAIN FIELD SERVICES	CUMMINS WESTERN CANADA
US BANK NATIONAL ASSOCIATION	WIREROPE WORKS, INC	BRADKEN	D&T WOODS LAND CONSULTING LTD
US BU OF INDIAN AFFAIRS UTE MT UTE AGENC	WIREROPE WORKS, INC.	BRIDGESTONE AMERICAS INC	DOMINION NORTH CAROLINA
USC CONSULTING GROUP LLC	WORKER'S COMPENSATION BOARD-ALBERTA	BUCKEYE MINERAL SERVICES, INC	ECOSPHERE ENVIRONMENTAL SERVICES, INC.
VALOR LLC	WYOMING DEPARTMENT OF REVENUE	BUMPER TO BUMPER, HANNA	EDWARDS LAW FIRM
VANDEBURG EXCAVATION, INC.	XENMAX COMMERCIAL ENERGY MARKETING INC.	C & E CONCRETE	
	XYLEM DEWATERING SOLUTIONS, INC.	CABOT NORIT AMERICAS INC.	



ELEMENT FLEET MANAGEMENT	INTERNATIONAL UNION OF OPERATING	MINWARE MONITORING CANADA LTD.	S&S MACHINE, INC.
ENTERPRISE FLEET MANAGEMENT	ISP3	MOTION CANADA	SASKATCHEWAN WORKER'S
FINNING INTERNATIONAL VMI 450	J L ROGERS FAMILY LLC	MOTION INDUSTRIES, INC.	SECURE 24
FLUID LIFE CORPORATION	J. K. WILSON, INC.	NORTH AMERICAN COAL ROYALTY CO.	SHERRITT INTERNATIONAL CORPORATION
GCR COBRE TIRE	JERRY FORD SALES LTD.	NORTHERN METALIC SALES (EDSON) LTD.	SOUTHWEST RETREAD CENTER INC
GCR-COBRE BILLINGS TIRE CENTER	KENDALL'S AUTO ELECTRIC CO. LTD.	ODYSSEY RELOCATION MANAGEMENT	STATE ELECTRIC SUPPLY CO.
GENESEE MINE	KEYSTONE DRILL SERVICES INC	PERCY H. DAVIS LIMITED	STEAM-EST INDUSTRIES LTD
GOLDEN OPPORTUNITIES FUND	KIMBLE COMPANY	PONGO HOLDINGS LTD.	SUN LIFE ASSURANCE COMPANY OF CANADA
GRIMSHAW TRUCKING LTD.	KLS EATHWORKS & ENVIRONMENTAL	PUGET SOUND ENERGY	SURE - TECH ELECTRIC LTD.
H & E EQUIPMENT SERVICES, INC.	KNS COMMUNICATIONS CONSULTANTS	QUADRA CHEMICALS LTD.	TALMAR LLC
HEAD BANGER MECHANICAL SERVICES LTD	L&H INDUSTRIAL, INC.	QUALITY ENVIRONMENTAL SERVICES INC	TELUS
HERTZ EQUIPMENT RENTAL	LML INDUSTRIAL CONTRACTORS LTD	RAILROAD COMMISSION OF TEXAS - #2	TRAFIGURA PTE LTD
HOLMES LIMESTONE, INC	LML INDUSTRIAL CONTRACTORS LTD.	RANDY MOORE BP OIL	TRENT'S TIRE
HOLT CAT	MATRIX DESIGN GROUP, LLC	RIMPULL CORPORATION	UNIVERSAL PROTECTION SERVICE
IMPERIAL OIL C/O MARSOLLIER PETROLEUM	MCCOY EQUIPMENT COMPANY INC	ROSEBUD TEMP SERVICES LLC	WAUKESHA-PEARCE INDUSTRIES, INC.
		ROSS BROTHERS CO.	WELCO EXPEDITING LTD.
		RUD OIL & GAS	

WHAYNE SUPPLY  
COMPANY

WHITE ARMATURE WORKS,  
INC.

WILLIAM ALBERT, INC.

WPP LLC/GREAT NORTHERN  
PROPERTIES

BUCKINGHAM COAL  
COMPANY

KRAMER LEVIN

OXFORD MINING CO., LLC

PRAIRIE MINES & ROYALTY  
LTD

WESTMORELAND  
KEMMERER LLC

WESTMORELAND  
RESOURCE PARTNERS LP

WESTMORELAND RISK  
MANAGEMENT