

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

**DEBTORS’ EMERGENCY MOTION FOR ENTRY
OF INTERIM AND FINAL ORDERS AUTHORIZING THE
DEBTORS TO (I) CONTINUE TO OPERATE THEIR CASH
MANAGEMENT SYSTEM, (II) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, (III) MAINTAIN EXISTING BUSINESS
FORMS, AND (IV) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS**

THIS MOTION SEEKS ENTRY OF AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, 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 MOTION 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 MOTION 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 MOTION 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.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”)² respectfully state the following in support of this motion (this “Motion”).

¹ 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 proposed claims and noticing agent in these chapter 11 cases at www.donlinrecano.com/westmoreland. Westmoreland Coal Company’s service address for the purposes of these chapter 11 cases is 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112.

² 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”).

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and the “Final Order,” respectively) authorizing the Debtors to: (a) continue to operate their cash management system; (b) honor certain prepetition obligations related thereto; (c) maintain existing business forms in the ordinary course of business; and (d) continue to perform intercompany transactions consistent with historical practice. In addition, the Debtors request a final hearing within approximately 25 days of the commencement of these chapter 11 cases to consider approval of this Motion on a final basis.

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 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 Motion 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 sections 105, 345, and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Bankruptcy Rules 6003 and 6004, and rule 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Declaration”). The terms “WLB Debtors” and “WMLP Debtors” shall have the meanings ascribed to them in the First Day Declaration.

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.

The Cash Management System

I. Overview.

6. To facilitate the efficient operation of their businesses, in the ordinary course, the Debtors maintain a cash management system (the "Cash Management System") from their corporate headquarters in Englewood, Colorado. A diagram of the Cash Management System is attached hereto as **Exhibit C** (the "Schematic"). The Cash Management System consists of two largely separate systems that interact regularly in the ordinary course of business. The two systems are divided by Debtor entity: (a) Westmoreland Coal Company ("WLB," and the associated accounts, the "WLB Accounts"); and (b) Westmoreland Resource Partners, LP

(“WMLP,” and the associated accounts, the “WMLP Accounts” and, together with the WLB Accounts, the “Debtor Accounts”).

7. The Cash Management System is comparable to the centralized cash management systems used by similarly situated companies to manage cash in a cost-effective, efficient manner. The Debtors use the Cash Management System in the ordinary course of their businesses to collect, transfer, and disburse funds generated from their operations and to facilitate cash monitoring, forecasting, and reporting, including wire and automated-clearing-house (“ACH”) transfers. The Debtors’ treasury department maintains daily oversight of the Cash Management System and implements controls for entering, processing, and releasing funds, including in connection with Intercompany Transactions (as defined herein). Additionally, the Debtors’ corporate accounting department regularly reconciles the Debtors’ books and records to ensure that all transfers are accounted for properly.

II. The Bank Accounts.

8. The Cash Management System currently is comprised of a total of 69 bank accounts (collectively, the “Bank Accounts”),³ each of which is identified on **Exhibit 1** annexed to the Interim Order and the Final Order that are held at 10 different banks in Canadian dollars and U.S. dollars (collectively, the “Cash Management Banks”). The Debtors maintain Bank Accounts with the following banking institutions:

- Bank of New York Mellon (“BNY”);
- Canadian Imperial Bank of Commerce–Canada (“CIBC-Canada”);
- CIBC Bank US (“CIBC-US”);
- First Interstate Bank (“First Interstate”);
- First Tennessee Bank (“First Tennessee”);

³ For the avoidance of doubt, this Motion applies to all of the Bank Accounts irrespective of whether or not such account is identified herein.

- MorganStanley (“MorganStanley”);
- Texas Capital Bank (“Texas Capital”);
- UBS Financial Services, Inc. (“UBS”);
- Wellington Shields (“Wellington”); and
- Wells Fargo Bank (“Wells Fargo”).

A. Collection Process.

9. Prepetition, the Debtors generally deposited all cash (including electronic fund transfers or “EFTs”) collections from their operations into one of 11 Bank Accounts maintained by CIBC-US (collectively, the “Customer Deposit Accounts”). Cash (including EFTs) and checks are received, processed, and deposited directly into the Customer Deposit Accounts.

B. Disbursement Process.

10. Certain Debtors maintain one or more concentration accounts to serve as the centralized operating account for each operating silo (such accounts, the “Concentration Accounts”). Each day, funds in the Concentration Accounts are swept into various of the Bank Accounts to satisfy obligations to vendors, employee and payroll obligations, various taxing authorities, operating expenses, and to repay debt obligations in the ordinary course of business. The Subsidiary Operating Accounts and the Payroll Accounts (each, as defined below) are zero-balance accounts. In other words, every dollar deposited into these Bank Accounts from the Concentration Accounts is accounted for and earmarked for disbursement, leaving no remaining cash in such Bank Accounts at the end of the day.

11. After the Petition Date, the Debtors propose to continue using the Bank Accounts described herein, subject to the Debtors’ right to open and close certain accounts in their

discretion.⁴ A diagram illustrating the role of each Bank Account is set forth in the Schematic attached hereto. The Bank Accounts generally fall into one of a number of broad categories, each of which is further described in the following table:

Account(s)	Account(s) Description
<p><u>Concentration Accounts</u> <i>CIBC-US</i> WLB Account - 0304 WMLP Account - 7488</p>	<p>The Concentration Accounts are the primary accounts for the Debtors' operational and financing activities. The Concentration Accounts generally maintain a balance sufficient to fund day-to-day cash needs. Certain of the Concentration Accounts also disburse funds to multiple accounts throughout the Cash Management System, at the Debtors' discretion, as needed.</p>
<p><u>Customer Deposit Accounts</u> <i>CIBC-US</i> WLB Account - 5037 WLB Account - 5061 WLB Account - 5053 WLB Account - 5045 WLB Account - 4793 WLB Account - 0168 WLB Account - 0150 WLB Account - 0930 WLB Account - 5311 WMLP Account - 0134 WMLP Account - 8436</p>	<p>The Debtors maintain Customer Deposit Accounts that collect funds from customer revenues generated by the Debtors' coal sale contracts. These funds are then swept into the applicable Subsidiary Operating Account, which is then swept into the applicable Concentration Account.</p>
<p><u>Subsidiary Operating Accounts</u> <i>CIBC-US</i> WLB Account - 6550 WLB Account - 6526 WLB Account - 6534 WLB Account - 6542 WLB Account - 6649 WLB Account - 6479 WLB Account - 9825 WLB Account - 6607 WLB Account - 6615 WLB Account - 6623 WLB Account - 6495 WLB Account - 9817 WLB Account - 4553 WLB Account - 2998 WMLP Account - 6487 WMLP Account - 9809</p> <p><i>CIBC-Canada</i> WLB Account - 3816</p>	<p>The subsidiary operating accounts (the "<u>Subsidiary Operating Accounts</u>") are zero-balance accounts, which generally are swept daily into the Concentration Accounts. On a daily basis, the Subsidiary Operating Accounts are used to payments and disbursements for general and administrative expenses, royalty interest, corporate expenses, and payments of principal and interest on the Debtors' funded debt.</p>

⁴ In the event that the Debtors open a new bank account, they likely will open such account at one of their existing Cash Management Banks or at an authorized depository.

Account(s)	Account(s) Description
<p>Payroll Accounts</p> <p>CIBC-US</p> <ul style="list-style-type: none"> WLB Account - 6592 WLB Account - 6568 WLB Account - 6576 WLB Account - 6584 WLB Account - 6500 WLB Account - 9833 WLB Account - 6631 WLB Account - 4561 	<p>The payroll accounts (the “<u>Payroll Accounts</u>”) are zero-balance accounts maintained by the Debtors to administer payroll expenses by ACH payment or physical check to, and on account of, employees of the Debtors, along with certain other related expenses.</p>
<p>Collateral Accounts</p> <p>BNY</p> <ul style="list-style-type: none"> WLB Account - 1503 WLB Account - 3269 WLB Account - 3704 WMLP Account - 8733 <p>First Interstate</p> <ul style="list-style-type: none"> WLB Account - 0352 WLB Account - 0353 WLB Account - 0620 WLB Account - 1033 WLB Account - 0588 WLB Account - 8666 WLB Account - 085A WLB Account - 0850 WLB Account - 8301 <p>First Tennessee</p> <ul style="list-style-type: none"> WLB Account - 7908 <p>MorganStanley</p> <ul style="list-style-type: none"> WLB Account - 6374 WLB Account - 5332 WLB Account - 5333 WLB Account - 6373 WMLP Account - 2340 <p>Texas Capital</p> <ul style="list-style-type: none"> WLB Account - 0024 WLB Account - 0235 <p>UBS</p> <ul style="list-style-type: none"> WMLP Account - 1174 <p>Wellington</p> <ul style="list-style-type: none"> WLB Account - 4579 WMLP Account - 9315 <p>Wells Fargo</p> <ul style="list-style-type: none"> WLB Account - 4971 	<p>The collateral accounts (the “<u>Collateral Accounts</u>”) have been funded to provide collateral in support of the Debtors’ surety bond and debt obligations. Several of the Debtors’ surety issuers have security interests in the account and therefore have exclusive dominion and control over the account. The Debtors have no rights to withdraw funds from the Collateral Accounts associated with surety bond obligations but can deposit funds into the accounts as needed.⁵</p>

⁵ A detailed description of the Debtors’ surety bond program is set forth in the *Debtors’ Emergency Motion for Entry of Interim and Final Orders Approving Continuation of Surety Bond Program*, to be filed contemporaneously herewith.

Account(s)	Account(s) Description
<p>Money Market Accounts CIBC-US WLB Account - 7961 WMLP Account - 7303</p> <p>First Interstate WLB Account - 1165</p>	<p>The Debtors maintain two investment accounts (the “<u>Money Market Accounts</u>”). Unrestricted funds are transferred from the Money Market Accounts to the Concentration Accounts on an as-needed basis.</p>
<p>Dormant Accounts CIBC-US WLB Account - 5068 WLB Account - 0141 WLB Account - 0294</p>	<p>The Debtors currently maintain approximately three dormant Bank Accounts (the “<u>Dormant Accounts</u>”). These accounts were escrow accounts opened in connection with the Debtors’ acquisition of the San Juan entities. The Debtors intend to close the Dormant Accounts within the next few months.</p>

C. Non-Debtor Subsidiary Accounts.⁶

12. Certain non-Debtor subsidiaries maintain additional accounts, listed in **Exhibit 2** annexed to the Interim Order and the Final Order (collectively, the “Non-Debtor Accounts”), in the ordinary course of their operations. The Non-Debtor Accounts are held between seven different banks (the “Non-Debtor Banks”) in Canadian dollars and U.S. dollars. The Non-Debtor Accounts are maintained with the following banking institutions:

- BMO Capital;
- CIBC-Canada;
- CIBC-US;
- MorganStanley;
- National Bank;
- Royal Bank of Canada; and
- Scotia Bank.

13. The Non-Debtor Accounts primarily are funded by the proceeds of the non-Debtor affiliates’ operations, but on rare occasions, additional funds are transferred from the Debtors’ Concentration Accounts to certain Non-Debtor Accounts, as needed. Generally, the

⁶ The Non-Debtor Accounts (as defined herein) are not owned by the Debtors and, therefore, are not property of the Debtors’ estates. Accordingly, the Debtors respectfully submit that Court authorization is not necessary for the continued maintenance of the Non-Debtor Accounts. Nonetheless, this Motion provides information about the Non-Debtor Accounts in the interest of full disclosure.

Non-Debtor Accounts function as both collection and disbursement accounts. Funds are used to satisfy obligations owing to vendors, employees, various local taxing authorities, surety collateral requirements, and certain other entity specific obligations. In the ordinary course of business, the Cash Management System makes payments to, or creates intercompany claims that may be settled in cash, as required, among the Debtors and certain non-Debtor affiliates pursuant to the Intercompany Transactions (as defined and described below).

D. Bank Fees.

14. The Debtors pay the Cash Management Banks approximately \$125,000 per month in fees on account of the Debtor Bank Accounts and approximately \$15,000 per month in fees on account of the Non-Debtor Accounts (such fees, collectively, the “Bank Fees”). These funds are automatically deducted from the Bank Accounts by the Cash Management Banks on a monthly basis, on or around the 20th day of each month. The Debtors estimate that they owe the Cash Management Banks and the Non-Debtor Banks approximately \$150,000 in Bank Fees as of the Petition Date, all of which will become due and owing within 25 days following the Petition Date. The Debtors seek authority to continue paying the Bank Fees, in the ordinary course of business on a postpetition basis, consistent with historical practices.

III. Cause Exists to Waive the Deposit Guidelines of Section 345 of the Bankruptcy Code and Certain of the U.S. Trustee Guidelines.

15. BNY, First Tennessee, Texas Capital, and Wells Fargo are designated as authorized depositories in the Southern District of Texas by the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”), pursuant to the *Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees* (the “U.S. Trustee Guidelines”).⁷

⁷ The U.S. Trustee Guidelines generally require chapter 11 debtors to, among other things, deposit all estate funds in an account with an authorized depository that agrees to comply with the U.S. Trustee’s requirements. Section 345(b) of the Bankruptcy Code requires that a debtor’s bank post a bond unless a debtor’s funds are

16. The other Cash Management Banks are not authorized depositories. Nonetheless, with respect to such accounts, the Debtors believe based on their business relationships that such banks are well-capitalized and financially stable institutions. In any event, the Debtors maintain that all of the institutions at which the Bank Accounts are maintained are insured by the Federal Deposit Insurance Corporation (the “FDIC”) or the Canada Deposit Insurance Corporation (the “CDIC”). Of the approximately 61 Bank Accounts that are not held at authorized depositories, but are insured by the FDIC, most comply with section 345(b) of the Bankruptcy Code because such Bank Accounts do not hold funds in excess of the \$250,000 limit imposed by the FDIC (the “FDIC Limit”). Approximately 25 are Subsidiary Operating Accounts or Payroll Accounts, which, as noted above, are swept daily into one of the Concentration Accounts. Likewise, the three Dormant Accounts contain approximately \$2,000, collectively, and thus, comply with the FDIC Limit. Approximately nine of the remaining Bank Accounts are also in compliance with the FDIC Limit.

17. The principal basis for certain of the Cash Management Banks’ noncompliance with the U.S. Trustee Guidelines is location—not financial soundness or stability of the Cash Management Banks. Indeed, since some of these institutions are based outside of the United States, they are less likely to be identified as an authorized depository in the U.S. Trustee Guidelines. However, as discussed herein, the vast majority of Bank Accounts that are not held at authorized depositories nonetheless comply with section 345(b) of the Bankruptcy Code because they are maintained at a bank insured by the FDIC and hold funds within the FDIC Limit. To the extent any Bank Accounts are not in compliance with section 345(b) of the

“insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States.” 11 U.S.C. § 345(b).

Bankruptcy Code, the Debtors seek an extension to come into compliance with section 345(b) of the Bankruptcy Code.

IV. Cause Exists to Waive Certain of the Complex Chapter 11 Guidelines.

18. The Procedures for Complex Chapter 11 Bankruptcy Cases for the United States Bankruptcy Court for the Southern District of Texas (the “Complex Chapter 11 Guidelines”) require debtors engaged in the operation of oil, gas, or mineral properties to comply with additional operating guidelines. Specifically, rule 7(B) of the Complex Chapter 11 Guidelines requires such debtors to, among other things, maintain a segregated account for funds received after the commencement of a chapter 11 case that are attributable to overriding royalties, working interest owners, and third parties.

19. Requiring the Debtors to implement changes to the Cash Management System at this early and critical stage of these cases would be expensive, impose needless administrative burdens on the Debtors, disrupt the Debtors’ operations, and affect the Debtors’ ability to maximize value. Moreover, such a disruption would be wholly unnecessary because the Debtors track payments and transfers of funds related to or on account of royalties, lease payments, third parties, and Intercompany Transactions (as defined herein).

V. Credit Cards.

20. As part of the Cash Management System, the Debtors provide certain employees with credit cards to pay for approved, legitimate business expenses and supplies incurred on behalf of the Debtors in the ordinary course of business (the “Credit Card Program”).⁸ Costs incurred through use of the credit cards are paid from various Subsidiary Operating Accounts. The Debtors pay service fees of approximately \$1,000 per month in the aggregate for the use of

⁸ Additional details of the Debtors’ Credit Card Program are set forth in the *Debtors’ Emergency Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (II) Continue Employee Benefit Programs*, to be filed contemporaneously herewith.

the credit cards issued under the Credit Card Program. The Debtors seek authority to continue the Credit Card Program, subject to any terms and conditions thereof, on a postpetition basis, and to pay any prepetition amounts related to the Credit Card Program.

VI. Business Forms.

21. The Debtors utilize certain limited preprinted correspondence and business forms, such as letterhead and a number of preprinted checks (the "Business Forms"), in the ordinary course of their businesses. While the Debtors generally print customized Business Forms such as invoices as they are needed, the Debtors also maintain a stock of certain regularly used and standardized materials to facilitate efficient processing of their business affairs. The Debtors also maintain books and records to document their financial results and a wide array of operating information. To minimize unnecessary additional expenses to their estates, the Debtors request that the Court authorize their continued use of the Business Forms to the limited extent they are preprinted, all as such forms were in existence immediately before the Petition Date, without reference to the Debtors' status as debtors in possession, rather than requiring the Debtors to incur the unnecessary expense and delay of ordering entirely new forms as otherwise would be required under the U.S. Trustee Operating Guidelines. To the extent the Debtors print any new checks, they will include the designation "Debtor in Possession" and the corresponding bankruptcy number on all such checks.

VII. Intercompany Transactions.

A. Intercompany Transactions Generally.

22. In the ordinary course of business, the Debtors maintain business relationships with each Debtor and non-Debtor entity, conducting transactions from time to time that result in intercompany receivables and payables (the "Intercompany Balances") and/or are on account of capital contributions, equity investments, or distributions on account of equity investments

(all such transactions, collectively, the “Intercompany Transactions”). The Debtors and non-Debtors track all fund transfers in their respective accounting systems and can ascertain, trace, and account for all Intercompany Transactions and will continue to do so on a postpetition basis.⁹ Intercompany Transactions are made either (a) to reimburse certain Debtors or non-Debtors for various expenditures associated with their businesses, (b) to fund certain Debtors’ or non-Debtors’ accounts in anticipation of such expenditures, as needed, (c) to transfer excess funds up to the Concentration Accounts when such excess revenue is available, or (d) on account of contributions, equity investments, or distributions on account of equity investments. Accordingly, at any given time there may be Intercompany Balances owing by one Debtor or non-Debtor to another Debtor or non-Debtor. This system not only maximizes efficiency but also simplifies third-party interactions with the Debtors as an enterprise.

23. The Debtors historically have reflected Intercompany Balances as journal entry receivables and payables, invoicing, and loan agreements, as applicable, in the respective Debtor’s or non-Debtor’s accounting system, and conduct a reconciliation of Intercompany Balances on a monthly basis during an intercompany “settlement” process (the “Intercompany Settlement”). The Debtors, with the assistance of Alvarez & Marsal (“A&M”), also have established monitoring systems to track postpetition intercompany transfers. If the Intercompany Transactions were to be discontinued, the Cash Management System and the Debtors’ operations would be unnecessarily disrupted to the detriment of the Debtors, their creditors, and other stakeholders.

⁹ The Debtors put in place account procedures to identify and distinguish between prepetition and postpetition Intercompany Transactions and provide reasonable access to such records to Wilmington Savings Fund Society, FSB, as administrative agent (the “DIP Facility Agent”) for the WLB Debtors’ proposed postpetition secured debtor-in-possession financing (the “DIP Facility”) and the Required Lenders (as defined in the the proposed order approving the DIP Facility (the “DIP Order”).

B. WLB Intercompany Transactions.

24. In the ordinary course of business, WLB, as the ultimate parent of the other Debtor and non-Debtor entities, maintains various business relationships with those entities, pursuant to which transfers of funds to and from the applicable Bank Accounts are routinely made. Such Intercompany Transactions include, among other things, funding Payroll Accounts, intercompany transfers of goods and services pursuant to the Shared Services Agreement (the specifics of which are discussed further below), payment of centrally billed operating and administrative expenses, payment of certain taxes on behalf of certain subsidiaries, and other intercompany transfers to maintain the seamless operations of the Debtors' businesses.

C. WMLP Intercompany Transactions.

25. As described in greater detail in the First Day Declaration, WLB owns 100 percent of the equity interests of Westmoreland Resource Partners GP, LLC (the "GP"), which is the general partner of WMLP. WLB also owns approximately 93 percent of the economic interests in WMLP; the remaining equity interests are held by third party investors and traded on the NYSE. WLB, through a shared services agreement between the GP and WMLP (the "Shared Services Agreement"), provides, among other things, all of the personnel to WMLP necessary for WMLP's operations in exchange for a fixed fee and reimbursement of expenses. The Debtors intend to continue this business relationship in the ordinary course, which may result in Intercompany Balances that need to be paid by the Debtors postpetition to ensure that the Debtors continue to provide services to WMLP under the Shared Services Agreement and receive reimbursement on account thereof.

26. The Shared Services Agreement is essential to the management and operations of the Debtors' business and result in efficiencies and cost savings to the Debtors and their non-Debtor affiliates. Requiring the Debtors to discontinue Intercompany Transactions and the

Intercompany Settlement related to the Shared Services Agreement at this critical time would be extremely costly and inefficient, and detrimental to the value of the Debtors and their estates. The Debtors seek authority to continue to perform Intercompany Transactions related to the Shared Services Agreement and processing the Intercompany Settlement in the ordinary course on a postpetition basis consistent with historical practice.

D. Non-Debtor Intercompany Transactions.

27. Generally, Intercompany Transactions among the Debtor and Non-Debtor Accounts occur periodically resulting from, among other things, the transfer of funds on an as-needed basis to facilitate operations and the transfer of funds from non-Debtor customer deposit accounts to the non-Debtor concentration account. Non-Debtor Intercompany Transactions and Debtor to Non-Debtor Intercompany Transactions are likewise settled monthly pursuant to the Intercompany Settlement.

1. Foreign Non-Debtor Intercompany Transactions.

28. A series of related intercompany agreements exists between certain Debtors and foreign non-Debtor affiliates, including but not limited to, Prairie Mines & Royalty ULC, Westmoreland Canada Holdings, Inc., Westmoreland Canadian Investments, LP, and WCC Holding B.V. (collectively, the "Foreign Non-Debtor Agreements"), necessary to facilitate the Cash Management System in the ordinary course. Such intercompany agreements may result in postpetition Intercompany Transactions. Accordingly, the Debtors seek authority to continue to perform Intercompany Transactions related to the Foreign Non-Debtor Agreement and processing the Intercompany Settlement in the ordinary course on a postpetition basis consistent with historical practice.

2. Non-Debtor WRMI Intercompany Transactions.

29. Non-Debtor affiliate Westmoreland Risk Management, Inc. (“WRMI”), is a captive insurer organized under Montana law, maintains an operating account at CIBC-US (the “WRMI Operating Account”). WRMI administers and purchases the majority of insurance policies on behalf of all Debtors, the costs of which are allocated on an intercompany basis¹⁰ and which may result in postpetition Intercompany Transactions. Accordingly, the Debtors seek authority to continue to perform Intercompany Transactions related to WRMI and the WRMI Operating Account and processing the Intercompany Settlement in the ordinary course on a postpetition basis consistent with historical practice.

30. This Motion provides only an overview of certain of the Debtors’ typical Intercompany Transactions. The relief requested herein is applicable with respect to all postpetition Intercompany Transactions and is not limited to those Intercompany Transactions described in this Motion. For the avoidance of doubt, the relief requested herein with respect to the postpetition Intercompany Transactions and the Intercompany Balances resulting therefrom shall not constitute an admission of the Debtors or any other party as to the validity, priority, or status of any prepetition Intercompany Balance or the Intercompany Transaction(s) from which such Intercompany Balance may have arisen.

¹⁰ The Debtors’ insurance arrangements are detailed in the *Debtors’ Emergency Motion for Entry of an Order Authorizing the Debtors to (I) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (II) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (III) Honor the Terms of the Premium Financing Agreements and Pay Premiums Thereunder, and (IV) Enter into New Premium Financing Agreements in the Ordinary Course of Business*, to be filed in connection herewith.

Basis for Relief

I. Maintaining the Existing Cash Management System Is Essential to the Debtors' Ongoing Operations and Restructuring Efforts.

31. Requiring the Debtors to adopt a new, segmented cash management system during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors' operations. The Cash Management System provides the Debtors with the ability to instantaneously track and report the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability, and reduce administrative costs through a method of coordinating the collection and movement of funds. Any disruption of the Cash Management System will have a negative effect on the Debtors' restructuring efforts. Indeed, absent the relief requested herein, requiring the Debtors to adopt a new, segmented cash management system would needlessly reduce the value of the Debtors' business enterprise. By contrast, maintaining the current Cash Management System will facilitate the Debtors' transition into chapter 11 by, among other things, minimizing delays in paying postpetition debts and eliminating administrative inefficiencies. Finally, maintaining the current Cash Management System will allow treasury and accounting employees to focus on their daily responsibilities.

32. Moreover, the Debtors respectfully submit that parties in interest will not be harmed by their maintenance of the Cash Management System, including maintenance of the Bank Accounts and the Intercompany Transactions, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of obligations incurred before the Petition Date. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' respective risk departments. In light

of such protective measures, the Debtors submit that maintaining the Cash Management System is in the best interests of their estates and creditors.¹¹

33. The U.S. Trustee Operating Guidelines generally require debtors in possession to, among other things: (a) close all existing bank accounts and open new debtor in possession bank accounts; (b) establish one debtor in possession account for all estate monies required for payment of taxes including payroll taxes; (c) physically set aside all monies required by law to be withheld from employees or collected from others for taxes; (d) open a new set of books and records as of the commencement date of the case; (e) use new business forms indicating the debtor in possession status of the chapter 11 debtor; and (f) make all disbursements of estate funds by check with a notation representing the reason for the disbursement.

34. These requirements are designed to provide a clear line of demarcation between prepetition and postpetition claims and payments and help protect against the inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the Petition Date. Considering, however, that the Debtors' business and financial affairs are complex and require the collection, disbursement, and movement of funds through their Bank Accounts, enforcement of these provisions of the U.S. Trustee Operating Guidelines during these chapter 11 cases would severely disrupt the Debtors' operations. Accordingly, the Debtors respectfully request that the Court allow them to operate each of the Bank Accounts listed on **Exhibit 1** annexed to the Interim Order and the Final Order, as they were maintained in the ordinary course of business before the Petition Date.

35. The continuation of the Cash Management System is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes debtors in possession to

¹¹ Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors intend to calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

“use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). Bankruptcy courts treat requests for authority to continue utilizing existing cash management systems as a relatively “simple matter,” *see In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987), and recognize that an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.” *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff’d in part and rev’d in part*, 997 F.2d 1039 (3d Cir. 1993). As a result, courts conclude that the requirement to maintain all accounts separately “would be a huge administrative burden and economically inefficient.” *Columbia Gas*, 997 F.2d at 1061; *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (stating that cash management system allows a debtor “to administer more efficiently and effectively its financial operations and assets”). Accordingly, the Debtors submit that maintaining the Cash Management System is in the best interests of their estates and creditors.

36. Courts in this district and other jurisdictions have liberally construed the authorized depository requirements of the U.S. Trustee Operating Guidelines, and regularly waive the Complex Chapter 11 Guidelines and the U.S. Trustee Operating Guidelines requirements to allow the continued use of a debtors’ prepetition cash management systems and prepetition bank accounts employed in the ordinary course. *See e.g., iHeartMedia, Inc.*, No. 18-31274 (MI) (Bankr. S.D. Tex. Apr. 12, 2018) (waiving the Complex Chapter 11 Guidelines and U.S. Trustee Operating Guidelines and allowing the continued use of cash management systems and prepetition bank accounts); *In re EXCO Res., Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. Feb. 22, 2018) (same); *In re Goodman Networks Inc.*, No. 17-31575 (MI) (Bankr. S.D. Tex. Mar. 15, 2017) (same); *In re SandRidge Energy, Inc.*, No. 16-32488 (DRJ) (Bankr. S.D. Tex. July 1,

2016) (same); *In re Ultra Petrol. Corp.*, No. 16-32202 (MI) (Bankr. S.D. Tex. May 3, 2016) (same).¹²

II. The Court Should Authorize the Debtors to Continue the Credit Card Program and Pay Any Prepetition Amounts Related Thereto.

37. As part of the Cash Management System, the Debtors request authority to continue the Credit Card Program in the ordinary course of business, as well as pay any prepetition amounts related thereto. Historically, the Debtors have used the Credit Card Program to directly fund necessary business expenses. Courts in this district and other jurisdictions have authorized debtors to continue their credit card program and pay any prepetition amounts related thereto. *See, e.g., In re EXCO Res., Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. Feb. 22, 2018) (authorizing the debtors to continue their credit card program and pay prepetition amounts related thereto); *see also, e.g., In re CHC Group Ltd.*, No. 16-31854 (BJH) (Bankr. N.D. Tex. June 9, 2016) (authorizing the debtors to continue their credit card program); *In re Global Aviation Holdings, Inc.*, No. 12-40783 (CEC) (Bankr. E.D.N.Y. Mar. 8, 2012) (same); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 30, 2012) (same).

III. The Court Should Authorize the Debtors to Continue Using Their Existing Business Forms.

38. The U.S. Trustee Operating Guidelines also require debtors in possession to obtain checks that bear the designation “debtor in possession” on such checks. The Debtors have a limited stock of preprinted checks and will transition to using checks with the designation “Debtor in Possession” in compliance with these requirements as soon as that supply is exhausted and with respect to any new checks the Debtors print.

39. To avoid disruption of the Cash Management System and unnecessary expense, the Debtors request that they be authorized to continue to use their Business Forms, which

¹² Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

includes a small number of checks, substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession. The Debtors submit that, given the limited nature of the preprinted Business Forms, parties in interest will not be prejudiced if the Debtors are authorized to continue to use their Business Forms substantially in the forms existing immediately before the Petition Date. Parties doing business with the Debtors undoubtedly will be aware of their status as debtors in possession and, thus, changing forms such as letterhead would be an unnecessary additional expense. To the extent the Debtors print any new checks, they will include the designation “Debtor in Possession” and the corresponding bankruptcy number on all such checks.

40. In other large chapter 11 cases, courts in this district and others have allowed debtors to use business forms that were printed prepetition without the “debtor in possession” label. *See, e.g., iHeartMedia, Inc.*, No. 18-31274 (MI) (Bankr. S.D. Tex. Apr. 12, 2018) (authorizing the debtors to continue using their existing business forms); *In re EXCO Resources, Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. Feb. 22, 2018) (same); *In re Goodman Networks Inc.*, No. 17-31575 (MI) (Bankr. S.D. Tex. Mar. 15, 2017) (same); *In re Linn Energy, LLC*, No. 16-60040 (DRJ) (Bankr. S.D. Tex. July 29, 2016); (same) *In re SandRidge Energy, Inc.*, No. 16-32488 (DRJ) (Bankr. S.D. Tex. July 1, 2016) (same).

IV. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course and Grant Administrative Expense Status to Postpetition Intercompany Balances Between Debtors.

41. The Debtors’ funds move through the Cash Management System as described above. At any given time, there may be Intercompany Balances owing by one Debtor or non-Debtor to another. Intercompany Transactions are made between and among Debtor and non-Debtor affiliates in the ordinary course as part of the Cash Management System.¹³

¹³ Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among similar enterprises, the Debtors believe the Intercompany Transactions are ordinary course transactions

The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of such Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls would be severely disrupted to the Debtors' and their estates' detriment. In addition, a number of critical services currently provided by the Debtors likely would be interrupted. Accordingly, the Debtors respectfully submit that the continued performance of the Intercompany Transactions is in the best interest of the Debtors' estates and their creditors and, therefore, the Debtors should be permitted to continue such performance. As these transactions represent extensions of intercompany credit made in the ordinary course of business that are an essential component of the Cash Management System, the Debtors respectfully request the authority to continue conducting the Intercompany Transactions in the ordinary course of business without need for further Court order.

42. Similar relief has been granted in other comparable multi-debtor chapter 11 cases in this jurisdiction. *See, e.g., iHeartMedia, Inc.*, No. 18-31274 (MI) (Bankr. S.D. Tex. Apr. 12, 2018) (authorizing the debtors to continue conducting intercompany transactions); *In re EXCO Res., Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. Feb. 22, 2018) (same); *In re Goodman Networks Inc.*, No. 17-31575 (MI) (Bankr. S.D. Tex. Mar. 15, 2017) (same); *In re SandRidge Energy, Inc.*, No. 16-32488 (DRJ) (Bankr. S.D. Tex. July 1, 2016) (same); *In re Ultra Petrol. Corp.*, No. 16-32202 (MI) (Bankr. S.D. Tex. May 3, 2016) (same).

43. To ensure each individual Debtor will not, at the expense of its creditors, fund the operations of another entity, the Debtors respectfully request, pursuant to section 503(b)(1) of the

within the meaning of section 363(c)(1) of the Bankruptcy Code and, therefore, do not require the Court's approval. Nonetheless, out of an abundance of caution, the Debtors seek express authority to engage in such transactions on a postpetition basis. The continued performance of the ordinary course Intercompany Transactions is necessary to ensure the Debtors' ability to operate their business during these chapter 11 cases.

Bankruptcy Code, that all postpetition payments between or among a Debtor and another Debtor on account of an Intercompany Transaction be accorded administrative expense status, subject and subordinate to the superpriority claims of the DIP Lenders (as defined in the DIP Order) and the DIP Facility Agent and the priority claims of the Adequate Protection Parties (as defined in the DIP Order) granted by the interim or final order approving the Debtors' postpetition use of cash collateral or the DIP Facility.¹⁴ This relief will ensure that each entity receiving payments from a Debtor will continue to bear the ultimate repayment responsibility for such ordinary course transactions, thereby reducing the risk that these transactions would jeopardize the recoveries available to each Debtor's respective creditors.

44. Courts in this district routinely grant administrative expense status to postpetition intercompany transfers in other large chapter 11 cases for similar reasons. *See, e.g., In re EXCO Res., Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. Jan. 18, 2018) (authorizing the debtors to continue conducting intercompany transactions); *In re Goodman Networks Inc.*, No. 17-31575 (MI) (Bankr. S.D. Tex. Mar. 15, 2017); *In re SandRidge Energy, Inc.*, No. 16-32488 (DRJ) (Bankr. S.D. Tex. July 1, 2016) (same); *In re Ultra Petrol. Corp.*, No. 16-32202 (MI) (Bankr. S.D. Tex. May 3, 2016) (same); *In re Energy XXI Ltd.*, No. 16-31928 (DRJ) (Bankr. S.D. Tex. Apr. 15, 2016) (same).

45. In addition, the Court should authorize the Debtors to preserve and exercise intercompany setoff rights, including in connection with the postpetition Intercompany Transactions. Section 553(a) of the Bankruptcy Code provides that “[e]xcept as otherwise provided in this section and in sections 362 and 363 of the title, this title does not affect any right of a creditor to offset a mutual debt owing by such creditor to the debtor that arose before the

¹⁴ Notwithstanding the administrative expense status requested for the Intercompany Transactions, all Debtors reserve their rights to dispute any Intercompany Transaction (or payment made on account of an Intercompany Transaction) on any ground, including the methodology for calculation of such transaction or payment, and to claw back or avoid such transactions and/or payments.

commencement of the case under this title against a claim of such creditor against the debtor that arose before the commencement of the case.” 11 U.S.C. § 553(a).

46. A creditor need only establish two elements before a setoff may be asserted—mutuality and timing. *See Official Comm. of Unsecured Creditors v. Mfrs. & Traders Trust Co. (In re Bennett Funding Group, Inc.)*, 212 B.R. 206, 212 (B.A.P. 2d Cir. 1997); *aff’d* 146 F.3d 136 (2d Cir. 1998); *see also Verco Indus. v. Spartan Plastics (In re Verco Indus.)*, 704 F.2d 1134, 1139 (9th Cir. 1983); *In re Lundell Farms*, 86 B.R. 582, 584 (Bankr. W.D. Wis. 1988). Although courts have not uniformly defined the elements of mutuality, most courts require the following elements: that the debts are owed between the same parties and in the same right or capacity. *See* 5 COLLIER ON BANKR. ¶ 553.03[3][a] & n.86 (16th ed. rev. 2012) (citing, *inter alia*, *Davidovich v. Welton (In re Davidovich)*, 901 F.2d 1533, 1537 (10th Cir. 1990); *Lubman v. Sovran Bank, N.A. (In re A & B Homes, Ltd.)*, 98 B.R. 243, 248 (Bankr. E.D. Va. 1989)). Timing requires that both claims arise prepetition. *See Packaging Indus. Grp., Inc. Dennison Mfg. Co. (In re Sentinel Prods. Corp.)*, 192 B.R. 41, 45 (S.D.N.Y. 1996); *Scherling V. Hellman Elec. Corp. (In re Westchester Structures Inc.)*, 181 B.R. 730, 739 (Bankr. S.D.N.Y. 1995). In addition, courts have allowed the parties to offset claims postpetition in the same manner as a prepetition setoff, as long as the mutuality requirements are met. *See, e.g., United States v. Gordon Sel-Way, Inc. (In re Gordon Sel-Way, Inc.)*, 239 B.R. 741, 751-755 E.D. Mich. 1999), *aff’d*, 270 F.3d 280 (6th Cir. 2001); *Mohawk Indus., Inc. v. United States (In re Mohawk Indus., Inc.)*, 82 B.R. 174, 179 (Bankr. D. Mass. 1987).

47. The Cash Management System allows the Debtors to track all obligations owing between related entities and thereby ensures that all setoffs of postpetition Intercompany Transactions will meet both the mutuality and timing requirements of section 553 of the Bankruptcy Code. Therefore, the Debtors respectfully request that the Debtors and their

non-Debtor affiliates be expressly authorized to set off prepetition obligations arising on account of postpetition Intercompany Transactions between a Debtor and another Debtor or between a Debtor and a non-Debtor affiliate.

Emergency Consideration

48. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this Motion 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 Motion, 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 Motion on an emergency basis.

The Requirements of Bankruptcy Rule 6003 Are Satisfied

49. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” For the reasons discussed above, granting the relief requested herein is integral to the Debtors’ ability to transition their operations into these chapter 11 cases. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases could severely disrupt the Debtors’ operations at this critical juncture. For the reasons discussed herein, the relief requested is necessary in order for the Debtors to operate their businesses in the ordinary

course and preserve the ongoing value of the Debtors' operations and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

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

50. 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).

Reservation of Rights

51. Nothing contained in this Motion or any actions taken by the Debtors pursuant to relief granted in the Interim Order and Final Order is intended or should be construed as: (a) an admission as to the validity of any particular claim against a Debtor entity; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

Notice

52. The Debtors will provide notice of this Motion 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; (r) the Cash Management Banks; and (s) 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.

No Prior Request

53. No prior request for the relief sought in this Motion has been made to this or any other court.

[Remainder of page intentionally left blank]

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

Houston, Texas
October 9, 2018

/s/ Patricia B. Tomasco

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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

Patricia B. Tomasco

Exhibit A

Proposed Interim Order

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

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

**INTERIM ORDER AUTHORIZING
THE DEBTORS TO (I) CONTINUE TO OPERATE THEIR CASH
MANAGEMENT SYSTEM, (II) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, (III) MAINTAIN EXISTING BUSINESS
FORMS, AND (IV) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), authorizing the Debtors to (a) continue to operate their cash management system, (b) honor certain prepetition obligations related thereto, (c) maintain existing business forms in the ordinary course of business, and (d) continue to perform intercompany transactions consistent with historical practice, all as more fully set forth in the Motion; 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 Motion in this

¹ 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 proposed claims and noticing agent in these chapter 11 cases at www.donlinrecano.com/westmoreland. Westmoreland Coal Company’s service address for the purposes of these chapter 11 cases is 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112.

² 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.

district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion 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 Motion 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 Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2018, at __: __ .m., prevailing Central Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on _____, 2018, and shall be served on: (a) the Debtors, Westmoreland Coal Company, 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112, Attn.: Jennifer Grafton; (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Gregory F. Pesce and Timothy R. Bow; (c) proposed co-counsel for the Debtors, Jackson Walker L.L.P., 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn.: Patricia B. Tomasco, Matthew D. Cavanaugh, and Jennifer F. Wertz; (d) counsel to the indenture trustee under the WLB Debtors' 8.75% senior secured notes due 2022; (e) counsel to the ad hoc group of lenders under the WLB Debtors' prepetition term loan due 2020 and the WLB Debtors' 8.75% senior secured notes due 2022, Kramer Levin Naftalis & Frankel, LLP, 1177 Avenue of

the Americas, New York, New York 10036, Attn.: Thomas Moers Mayer and Stephen Zide; (f) co-counsel to the ad hoc group of lenders under the WLB Debtors' prepetition term loan due 2020 and the WLB Debtors' 8.75% senior secured notes due 2022, Porter Hedges LLP, 1000 Main Street, Houston, Texas 77002, Attn.: John F. Higgins; (g) counsel to the administrative agent under the WLB Debtors' prepetition term loan facility due 2020; (h) counsel to the administrative agent under the WLB Debtors' bridge loan facility; (i) counsel to the administrative agent under the WMLP Debtors' term loan facility due 2018; (j) counsel to the ad hoc committee of certain lenders under the WMLP Debtors' term loan facility due 2018, Schulte Roth & Zabel, 919 Third Avenue, New York, NY 10022, Attn.: David M. Hillman and Kristine Manoukian; (k) counsel to the lenders under the WLB Debtors' proposed debtor-in-possession financing, (l) counsel to the administrative agent under the WLB Debtors' proposed debtor-in-possession financing facility, Kramer Levin Naftalis & Frankel, LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn.: Thomas Moers Mayer and Stephen Zide; (m) co-counsel to the administrative agent under the WLB Debtors' proposed debtor-in-possession financing facility, Porter Hedges LLP, 1000 Main Street, Houston, Texas 77002, Attn.: John F. Higgins; (n) counsel to the Conflicts Committee of the Board of Directors for Westmoreland Resource Partners GP, LLC, Jones Day, 77 W. Wacker Dr., Chicago, Illinois 60601, Attn.: Timothy Hoffman, Jones Day, 901 Lakeside Ave E, Cleveland, OH 44114 Attn.: Heather Lennox; (o) counsel to any statutory committee appointed in these cases; and (p) Office of The United States Trustee, 515 Rusk Street Houston, Texas 77002. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. Subject to the DIP Order and the Cash Collateral Order (each, as defined below), the Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System, substantially as identified on Exhibit C attached to and as described in the Motion; (b) honor their prepetition obligations related thereto; (c) maintain existing Business Forms; and (d) subject to paragraph 22 continue to perform Intercompany Transactions consistent with historical practice.

4. The Debtors are further authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit 1 attached hereto and need not comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Operating Guidelines; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession; (c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; and (e) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts (including any prepetition amounts), and to otherwise perform their obligations under the documents governing the Bank Accounts. To the extent the Debtors print any new checks, they will include the designation "Debtor in Possession" and the corresponding bankruptcy number on all such checks.

5. All banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and

ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. Notwithstanding any deposit account control agreement between the Debtors and CIBC, upon entry of this Interim Order, CIBC shall cause the Debtors' bank accounts to be unsuspended and shall resume any transfers of funds in such accounts in the ordinary course pursuant to the applicable deposit account control agreement.

7. Each of the Debtors' banks is authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which are cashed at such bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of Debtors' accounts with such bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any bank as service charges for the maintenance of the Cash Management System, including any costs incurred to obtain bonds or insurance required by this Final Order or to otherwise comply with the U.S. Trustee Guidelines; and (d) all attorneys' fees (including attorneys' fees incurred subsequent to the Petition Date) of CIBC counsel.

8. Any of the Debtors' banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of the Court, and such bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

9. Those certain existing deposit agreements between the Debtors and their existing depository and disbursement banks shall continue to govern the postpetition cash management relationship between the Debtors and the banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect and the Debtors and the banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures in the ordinary course of business, including, without limitation, the opening and closing of bank accounts.

10. To the extent any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code, the Debtors shall have sixty days, without prejudice to seeking an additional extension, from the entry of this Interim Order to either come into compliance with section 345(b) of the Bankruptcy Code or to seek appropriate relief from the Court.

11. CIBC shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, ACH payments, or EFT payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, ACH payments, or EFT payments; or (c) an innocent mistake made despite implementation of reasonable handling procedures.

12. CIBC is authorized to return all prepetition checks drawn on the CIBC Bank Accounts and Debtors are authorized to reissue such checks on a postpetition basis, subject to any orders authorizing any Debtor to obtain postpetition financing and/or authorizing any Debtor to continue to use cash collateral and in accordance with the applicable first day orders.

13. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof and to the bank at which such account is opened.

14. All banks provided with notice of this Interim Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

15. In the course of providing cash management services to the Debtors, each of the banks at which the Bank Accounts are maintained is authorized, without further order of this Court and consistent with prepetition practices, to deduct the applicable fees (whether arising prior to or after the Petition Date) from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

16. Any of the Debtors' banks are further authorized to: (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account; and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Debtors' banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

17. The Debtors are authorized to: open any new bank accounts so long as (a) any such new account is with one of the Debtors' existing Cash Management Banks or with a bank that is (i) insured by the FDIC or the Federal Savings and Loan Insurance Corporation and

(ii) designated as an authorized depository by the U.S. Trustee pursuant to the U.S. Trustee's Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees, and (b) the Debtors provide notice to the U.S. Trustee and the Notice Parties of the opening of such account; *provided* that all accounts opened by any of the Debtors on or after the Petition Date at any bank shall, for purposes of this Interim Order, be deemed a Bank Account as if it had been listed on **Exhibit C** attached to the Motion.

18. The Debtors are authorized to enter into any ancillary agreements, including new deposit account control agreements, related to the foregoing.

19. The Debtors are authorized to close any existing Bank Accounts as they deem necessary and appropriate, to the extent consistent with any orders of this Court relating thereto, and any relevant bank is authorized to honor the Debtors requests to close such Bank Accounts, and the Debtors shall give written notice of the closure of any account to the U.S. Trustee.

20. The Debtors are authorized to continue the Credit Card Program subject to the terms and conditions thereof, including the payment of any service fees incurred in connection therewith, and to pay any prepetition amounts related thereto. The Debtors are also authorized to grant and deliver cash collateral to the card issuer to secure all obligations arising from the Credit Card Program, and to enter into appropriate collateral documentation in connection therewith. Upon any default, the card issuer may offset any card obligations against such cash collateral without further Court order.

21. The requirements of rule 7(B) of the Complex Chapter 11 Guidelines are waived, and the Debtors are not required to establish separate accounts for cash collateral, tax payments, or funds attributable to overriding royalties, working interest owners, and third parties.

22. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course. All postpetition payments from a Debtor to another Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status pursuant to section 503(b) of the Bankruptcy Code, subject and subordinate to (a) the superpriority claims of the DIP Lenders (as defined in the DIP Order) and DIP Facility Agent and the priority claims of the Adequate Protection Parties (as defined in the DIP Order) granted by the interim or final order approving the Debtors' postpetition use of cash collateral or the DIP Facility and (b) the Adequate Protection Superpriority Claim (as defined in the Cash Collateral Order). Except as set forth in the Budget (as defined in the DIP Order or the Cash Collateral Order, as applicable), no Cash Collateral (as defined in the DIP Order or the Cash Collateral Order, as applicable) shall be used for Intercompany Transactions, Intercompany Settlements, or to otherwise fund or make payments to any non-Debtors or Non-Debtor Accounts without the prior written consent of (a) with respect to the Cash Collateral of the WLB Debtors, counsel to the DIP Lenders (as defined in the DIP Order) and/or (b) with respect to the Cash Collateral of the WMLP Debtors, counsel to the MLP Required Lenders (as defined in the Cash Collateral Order). In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts and that such records shall distinguish between prepetition and postpetition transactions. In addition, the Debtors will provide reasonable access to such records to counsel to the DIP Facility Agent, counsel to the DIP Lenders (as defined in the DIP Order), and counsel to the MLP Secured Lenders (as defined in the Cash Collateral Order).

23. Absent further order of the Court, each Debtor shall comply with its obligations under the Shared Services Agreement, including the obligation of Westmoreland Resources GP, LLC and WMLP to promptly reimburse WLB for any services provided. Nothing herein shall be deemed a request or authorization to assume or reject the Shared Services Agreement and all parties rights are reserved with respect thereto.

24. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

25. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other Person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

26. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests

when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

27. Solely with respect to the WMLP Debtors, notwithstanding anything to the contrary set forth herein: (a) any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the WMLP Debtors under any orders authorizing the WMLP Debtors' use of cash collateral (in each case, the "Cash Collateral Order"), including any budget in connection therewith (the "WMLP Budget"); and (b) to the extent there is any inconsistency between the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order and the WMLP Budget shall control.

28. Solely with respect to the WLB Debtors, notwithstanding anything to the contrary set forth herein: (a) any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the WLB Debtors under the WLB Debtors' postpetition financing agreement (including with respect to any budgets governing or relating therewith, the "DIP Documents") and any orders (in each case, the "DIP Order") approving the DIP Documents and governing the WLB Debtors' use of cash collateral; and (b) to the extent there is any inconsistency between the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order and DIP Documents shall control.

29. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

30. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

32. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

33. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Dated: _____, 2018
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bank Accounts

Exhibit 1**WLB Bank Accounts**

Entity	Bank Name	Account Number (Ending)	Account Type
Westmoreland Coal Company	CIBC Bank US	0304	Concentration Account
Western Energy Company	CIBC Bank US	5037	Customer Deposit Account
Texas Westmoreland Coal Company	CIBC Bank US	5061	Customer Deposit Account
Dakota Westmoreland Corporation	CIBC Bank US	5053	Customer Deposit Account
Westmoreland Savage Corp	CIBC Bank US	5045	Customer Deposit Account
Westmoreland Coal Sales Company	CIBC Bank US	4793	Customer Deposit Account
Westmoreland Savage Corp	CIBC Bank US	0168	Customer Deposit Account
Westmoreland Partners	CIBC Bank US	0150	Customer Deposit Account
Buckingham Coal Company, LLC	CIBC Bank US	0930	Customer Deposit Account
San Juan Coal Company	CIBC Bank US	5311	Customer Deposit Account
Western Energy Company	CIBC Bank US	6550	Subsidiary Operating Account
Texas Westmoreland Coal Company	CIBC Bank US	6526	Subsidiary Operating Account
Dakota Westmoreland Corporation	CIBC Bank US	6534	Subsidiary Operating Account
Westmoreland Savage Corp	CIBC Bank US	6542	Subsidiary Operating Account
Westmoreland Coal Sales Company	CIBC Bank US	6649	Subsidiary Operating Account
Westmoreland Savage Corp	CIBC Bank US	6479	Subsidiary Operating Account
Buckingham Coal Company, LLC	CIBC Bank US	9825	Subsidiary Operating Account
Westmoreland Coal Company	CIBC Bank US	6607	Subsidiary Operating Account
Westmoreland Coal Company	CIBC Bank US	6615	Subsidiary Operating Account
Westmoreland Coal Company	CIBC Bank US	6623	Subsidiary Operating Account
Westmoreland Partners	CIBC Bank US	6495	Subsidiary Operating Account
Westmoreland Resources GP, LLC	CIBC Bank US	9817	Subsidiary Operating Account
San Juan Coal Company	CIBC Bank US	4553	Subsidiary Operating Account
Westmoreland Coal Company	CIBC Bank US	2998	Subsidiary Operating Account
Westmoreland Coal Company	Canadian Imperial Bank of Commerce– Canada	3816	Subsidiary Operating Account
Western Energy Company	CIBC Bank US	6592	Payroll Account
Texas Westmoreland Coal Company	CIBC Bank US	6568	Payroll Account
Dakota Westmoreland Corporation	CIBC Bank US	6576	Payroll Account
Westmoreland Savage Corp	CIBC Bank US	6584	Payroll Account
Westmoreland Savage Corp	CIBC Bank US	6500	Payroll Account
Buckingham Coal Company, LLC	CIBC Bank US	9833	Payroll Account
Westmoreland Coal Company	CIBC Bank US	6631	Payroll Account
San Juan Coal Company	CIBC Bank US	4561	Payroll Account
Western Energy Company	Bank of New York Mellon	1503	Collateral Account
Western Energy Company	Bank of New York Mellon	3269	Collateral Account
Westmoreland Coal Company	Bank of New York Mellon	3704	Collateral Account
Western Energy Company	First Interstate Bank	0352	Collateral Account
Western Energy Company	First Interstate Bank	0353	Collateral Account
Western Energy Company	First Interstate Bank	0620	Collateral Account
Western Energy Company	First Interstate Bank	1033	Collateral Account
Western Energy Company	First Interstate Bank	0588	Collateral Account
Western Energy Company	First Interstate Bank	8666	Collateral Account
Westmoreland Resources Inc.	First Interstate Bank	085A	Collateral Account
Westmoreland Resources Inc.	First Interstate Bank	0850	Collateral Account
Westmoreland Resources Inc.	First Interstate Bank	8301	Collateral Account

Entity	Bank Name	Account Number (Ending)	Account Type
Western Energy Company	First Tennessee Bank	7908	Collateral Account
Westmoreland Resources, Inc.	MorganStanley	6374	Collateral Account
Westmoreland Coal Company	MorganStanley	5332	Collateral Account
Western Energy Company	MorganStanley	5333	Collateral Account
Westmoreland Coal Company	MorganStanley	6373	Collateral Account
Western Energy Company	Texas Capital Bank	0024	Collateral Account
Westmoreland Resources, Inc.	Texas Capital Bank	0235	Collateral Account
Buckingham Coal Company, LLC	Wellington Shields	4579	Collateral Account
Westmoreland Coal Company	Wells Fargo Bank	4971	Collateral Account
Westmoreland Coal Company	CIBC Bank US	7961	Money Market Account
Westmoreland Coal Company	First Interstate Bank	1165	Money Market Account
San Juan Coal Company	CIBC Bank US	5068	Dormant Account
San Juan Coal Company	CIBC Bank US	0141	Dormant Account
San Juan Coal Company	CIBC Bank US	0294	Dormant Account

WMLP Bank Accounts

Entity	Bank Name	Account Number (Ending)	Account Type
Westmoreland Resource Partners, LP	CIBC Bank US	7488	Concentration Account
Westmoreland Kemmerer, Inc.	CIBC Bank US	0134	Customer Deposit Account
Oxford Mining Company	CIBC Bank US	8436	Customer Deposit Account
Westmoreland Kemmerer, Inc.	CIBC Bank US	6487	Subsidiary Operating Account
Oxford Mining Company	CIBC Bank US	9809	Subsidiary Operating Account
Westmoreland Kemmerer, Inc.	Bank of New York Mellon	8733	Collateral Account
Westmoreland Kemmerer, Inc.	MorganStanley	2340	Collateral Account
Oxford Mining Company	UBS Financial Services, Inc.	1174	Collateral Account
Oxford Mining Company	Wellington Shields	9315	Collateral Account
Westmoreland Resource Partners, LP	CIBC Bank US	7303	Money Market Account

Exhibit B

Proposed Final Order

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

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

**FINAL ORDER AUTHORIZING
THE DEBTORS TO (I) CONTINUE TO OPERATE THEIR CASH
MANAGEMENT SYSTEM, (II) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, (III) MAINTAIN EXISTING BUSINESS
FORMS, AND (IV) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”), authorizing, but not directing, the Debtors to (a) continue to operate their cash management system, (b) honor certain prepetition obligations related thereto, (c) maintain existing business forms in the ordinary course of business, and (d) continue to perform intercompany transactions consistent with historical practice, all as more fully set forth in the Motion; 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 Motion in

¹ 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 proposed claims and noticing agent in these chapter 11 cases at www.donlinrecano.com/westmoreland. Westmoreland Coal Company’s service address for the purposes of these chapter 11 cases is 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112.

² 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.

this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion 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 Motion 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 Motion is granted on a final basis as set forth herein.
2. Subject to the DIP Order and the Cash Collateral Order (each, as defined below), the Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System, substantially as identified on Exhibit C attached to and as described in the Motion; (b) honor their prepetition obligations related thereto; (c) maintain existing Business Forms; and (d) subject to paragraph 20 continue to perform Intercompany Transactions consistent with historical practice.
3. The Debtors are further authorized, but not directed, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit 1 attached hereto and need not comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Operating Guidelines; (b) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession;

(c) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; and (e) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts (including any prepetition amounts), and to otherwise perform their obligations under the documents governing the Bank Accounts. To the extent the Debtors print any new checks, they will include the designation “Debtor in Possession” and the corresponding bankruptcy number on all such checks.

4. All banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

5. Each of the Debtors’ banks is authorized to debit the Debtors’ accounts in the ordinary course of business without the need for further order of this Court for: (a) all checks drawn on the Debtors’ accounts which are cashed at such bank’s counters or exchanged for cashier’s checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of Debtors’ accounts with such bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any bank as service charges for the maintenance of the Cash Management System, including any costs incurred to obtain bonds or insurance required by this Final Order or to otherwise comply

with the U.S. Trustee Guidelines; and (d) all attorneys' fees (including attorneys' fees incurred subsequent to the Petition Date) of CIBC counsel.

6. Any of the Debtors' banks may rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of the Court, and such bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

7. Those certain existing deposit agreements between the Debtors and their existing depository and disbursement banks shall continue to govern the postpetition cash management relationship between the Debtors and the banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect and the Debtors and the banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures in the ordinary course of business, including, without limitation, the opening and closing of bank accounts.

8. The relief granted in this Final Order is extended to any new bank account opened by the Debtors after the date hereof and to the bank at which such account is opened.

9. To the extent any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code, the Debtors shall have sixty days (or such additional time to which the U.S. Trustee may agree) from the date of entry of the Interim Order to either bring such Bank Accounts into compliance with section 345(b) of the Bankruptcy Code or to make such other arrangements as are agreed to by the U.S. Trustee or approved by the Court; *provided* that nothing in the foregoing shall prevent the Debtors or the U.S. Trustee from seeking

further relief from the Court to the extent such an agreement cannot be reached within that time period (or such other period as agreed to by the Debtors and the U.S. Trustee).

10. CIBC shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, ACH payments, or EFT payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, ACH payments, or EFT payments; or (c) an innocent mistake made despite implementation of reasonable handling procedures.

11. CIBC is authorized to return all prepetition checks drawn on the CIBC Bank Accounts and Debtors are authorized to reissue such checks on a postpetition basis, subject to any orders authorizing any Debtor to obtain postpetition financing and/or authorizing any Debtor to continue to use cash collateral and in accordance with the applicable first day orders.

12. All banks provided with notice of this Final Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

13. In the course of providing cash management services to the Debtors, each of the banks at which the Bank Accounts are maintained is authorized, without further order of this Court and consistent with prepetition practices, to deduct the applicable fees (whether arising prior to or after the Petition Date) from the appropriate accounts of the Debtors, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were

deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

14. Any banks are further authorized to: (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account; and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Debtors' banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

15. The Debtors are authorized to: open any new bank accounts so long as (a) any such new account is with one of the Debtors' existing Cash Management Banks or with a bank that is (i) insured by the FDIC or the Federal Savings and Loan Insurance Corporation and (ii) designated as an authorized depository by the U.S. Trustee pursuant to the U.S. Trustee's Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees, and (b) the Debtors provide notice to the U.S. Trustee and the Notice Parties of the opening of such account; *provided* that all accounts opened by any of the Debtors on or after the Petition Date at any bank shall, for purposes of this Interim Order, be deemed a Bank Account as if it had been listed on **Exhibit C** attached to the Motion.

16. The Debtors are authorized to enter into any ancillary agreements, including new deposit account control agreements, related to the foregoing.

17. The Debtors are authorized to close any existing Bank Accounts as they deem necessary and appropriate, to the extent consistent with any Orders of this Court relating thereto, and any relevant bank is authorized to honor the Debtors requests to close such Bank Accounts, and the Debtors shall give written notice of the closure of any account to the U.S. Trustee.

18. The Debtors are authorized to continue the Credit Card Program subject to the terms and conditions thereof, including the payment of any service fees incurred in connection therewith, and to pay any prepetition amounts related thereto.

19. The requirements of rule 7(B) of the Complex Chapter 11 Guidelines are waived, and the Debtors are not required to establish separate accounts for cash collateral, tax payments, or funds attributable to overriding royalties, working interest owners, and third parties.

20. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue Intercompany Transactions arising from or related to the operation of their business in the ordinary course. All postpetition payments from a Debtor to another Debtor under any postpetition Intercompany Transactions authorized hereunder are accorded administrative expense status pursuant to section 503(b) of the Bankruptcy Code, subject and subordinate to (a) the superpriority claims of the DIP Lenders (as defined in the DIP Order) and DIP Facility Agent and the priority claims of the Adequate Protection Parties (as defined in the DIP Order) granted by the interim or final order approving the Debtors' postpetition use of cash collateral or the DIP Facility and (b) the Adequate Protection Superpriority Claim (as defined in the Cash Collateral Order). Except as set forth in the Budget (as defined in the DIP Order or the Cash Collateral Order, as applicable), no Cash Collateral (as defined in the DIP Order or the Cash Collateral Order, as applicable) shall be used for Intercompany Transactions, Intercompany Settlements or to otherwise fund or make payments to any non-Debtors or Non-Debtor Accounts without the prior written consent of (a) with respect to the Cash Collateral of the WLB Debtors, counsel to the DIP Lenders (as defined in the DIP Order) and/or (b) with respect to the Cash Collateral of the WMLP Debtors, counsel to the MLP Secured Lenders (as defined in the Cash Collateral Order). In connection with the Intercompany Transactions, the Debtors shall continue

to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts and that such records shall distinguish between prepetition and postpetition transactions. In addition, the Debtors will provide reasonable access to such records to counsel to the DIP Facility Agent, counsel to the DIP Lenders (as defined in the DIP Order), and counsel to the MLP Secured Lenders (as defined in the Cash Collateral Order).

21. Absent further order of the Court, each Debtor shall comply with its obligations under the Shared Services Agreement, including the obligation of Westmoreland Resources GP, LLC and WMLP to promptly reimburse WLB for any services provided. Nothing herein shall be deemed a request or authorization to assume or reject the Shared Services Agreement and all parties rights are reserved with respect thereto.

22. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

23. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights or the rights of any other Person under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual,

common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens.

24. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

25. Solely with respect to the WMLP Debtors, notwithstanding anything to the contrary set forth herein: (a) any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the WMLP Debtors under any orders authorizing the WMLP Debtors' use of cash collateral (in each case, the "Cash Collateral Order"), including any budget in connection therewith (the "WMLP Budget"); and (b) to the extent there is any inconsistency between the Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order and the WMLP Budget shall control.

26. Solely with respect to the WLB Debtors, notwithstanding anything to the contrary set forth herein: (a) any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the WLB Debtors under the WLB Debtors' postpetition financing agreement (including with respect to any budgets governing or relating therewith, the "DIP Documents") and any orders (in each case, the "DIP Order") approving the DIP Documents and governing the WLB Debtors' use of cash collateral; and (b) to the extent there is

any inconsistency between the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order and DIP Documents shall control.

27. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

29. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

30. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: _____, 2018
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bank Accounts

Exhibit 1**WLB Bank Accounts**

Entity	Bank Name	Account Number (Ending)	Account Type
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Westmoreland Coal Sales Company	CIBC Bank US	4793	Customer Deposit Account
Westmoreland Savage Corp	CIBC Bank US	0168	Customer Deposit Account
Westmoreland Partners	CIBC Bank US	0150	Customer Deposit Account
Buckingham Coal Company, LLC	CIBC Bank US	0930	Customer Deposit Account
San Juan Coal Company	CIBC Bank US	5311	Customer Deposit Account
Western Energy Company	CIBC Bank US	6550	Subsidiary Operating Account
Texas Westmoreland Coal Company	CIBC Bank US	6526	Subsidiary Operating Account
Dakota Westmoreland Corporation	CIBC Bank US	6534	Subsidiary Operating Account
Westmoreland Savage Corp	CIBC Bank US	6542	Subsidiary Operating Account
Westmoreland Coal Sales Company	CIBC Bank US	6649	Subsidiary Operating Account
Westmoreland Savage Corp	CIBC Bank US	6479	Subsidiary Operating Account
Buckingham Coal Company, LLC	CIBC Bank US	9825	Subsidiary Operating Account
Westmoreland Coal Company	CIBC Bank US	6607	Subsidiary Operating Account
Westmoreland Coal Company	CIBC Bank US	6615	Subsidiary Operating Account
Westmoreland Coal Company	CIBC Bank US	6623	Subsidiary Operating Account
Westmoreland Partners	CIBC Bank US	6495	Subsidiary Operating Account
Westmoreland Resources GP, LLC	CIBC Bank US	9817	Subsidiary Operating Account
San Juan Coal Company	CIBC Bank US	4553	Subsidiary Operating Account
Westmoreland Coal Company	CIBC Bank US	2998	Subsidiary Operating Account
Westmoreland Coal Company	Canadian Imperial Bank of Commerce– Canada	3816	Subsidiary Operating Account
Western Energy Company	CIBC Bank US	6592	Payroll Account
Texas Westmoreland Coal Company	CIBC Bank US	6568	Payroll Account
Dakota Westmoreland Corporation	CIBC Bank US	6576	Payroll Account
Westmoreland Savage Corp	CIBC Bank US	6584	Payroll Account
Westmoreland Savage Corp	CIBC Bank US	6500	Payroll Account
Buckingham Coal Company, LLC	CIBC Bank US	9833	Payroll Account
Westmoreland Coal Company	CIBC Bank US	6631	Payroll Account
San Juan Coal Company	CIBC Bank US	4561	Payroll Account
Western Energy Company	Bank of New York Mellon	1503	Collateral Account
Western Energy Company	Bank of New York Mellon	3269	Collateral Account
Westmoreland Coal Company	Bank of New York Mellon	3704	Collateral Account
Western Energy Company	First Interstate Bank	0352	Collateral Account
Western Energy Company	First Interstate Bank	0353	Collateral Account
Western Energy Company	First Interstate Bank	0620	Collateral Account
Western Energy Company	First Interstate Bank	1033	Collateral Account
Western Energy Company	First Interstate Bank	0588	Collateral Account
Western Energy Company	First Interstate Bank	8666	Collateral Account
Westmoreland Resources Inc.	First Interstate Bank	085A	Collateral Account
Westmoreland Resources Inc.	First Interstate Bank	0850	Collateral Account
Westmoreland Resources Inc.	First Interstate Bank	8301	Collateral Account

Entity	Bank Name	Account Number (Ending)	Account Type
Western Energy Company	First Tennessee Bank	7908	Collateral Account
Westmoreland Resources, Inc.	MorganStanley	6374	Collateral Account
Westmoreland Coal Company	MorganStanley	5332	Collateral Account
Western Energy Company	MorganStanley	5333	Collateral Account
Westmoreland Coal Company	MorganStanley	6373	Collateral Account
Western Energy Company	Texas Capital Bank	0024	Collateral Account
Westmoreland Resources, Inc.	Texas Capital Bank	0235	Collateral Account
Buckingham Coal Company, LLC	Wellington Shields	4579	Collateral Account
Westmoreland Coal Company	Wells Fargo Bank	4971	Collateral Account
Westmoreland Coal Company	CIBC Bank US	7961	Money Market Account
Westmoreland Coal Company	First Interstate Bank	1165	Money Market Account
San Juan Coal Company	CIBC Bank US	5068	Dormant Account
San Juan Coal Company	CIBC Bank US	0141	Dormant Account
San Juan Coal Company	CIBC Bank US	0294	Dormant Account

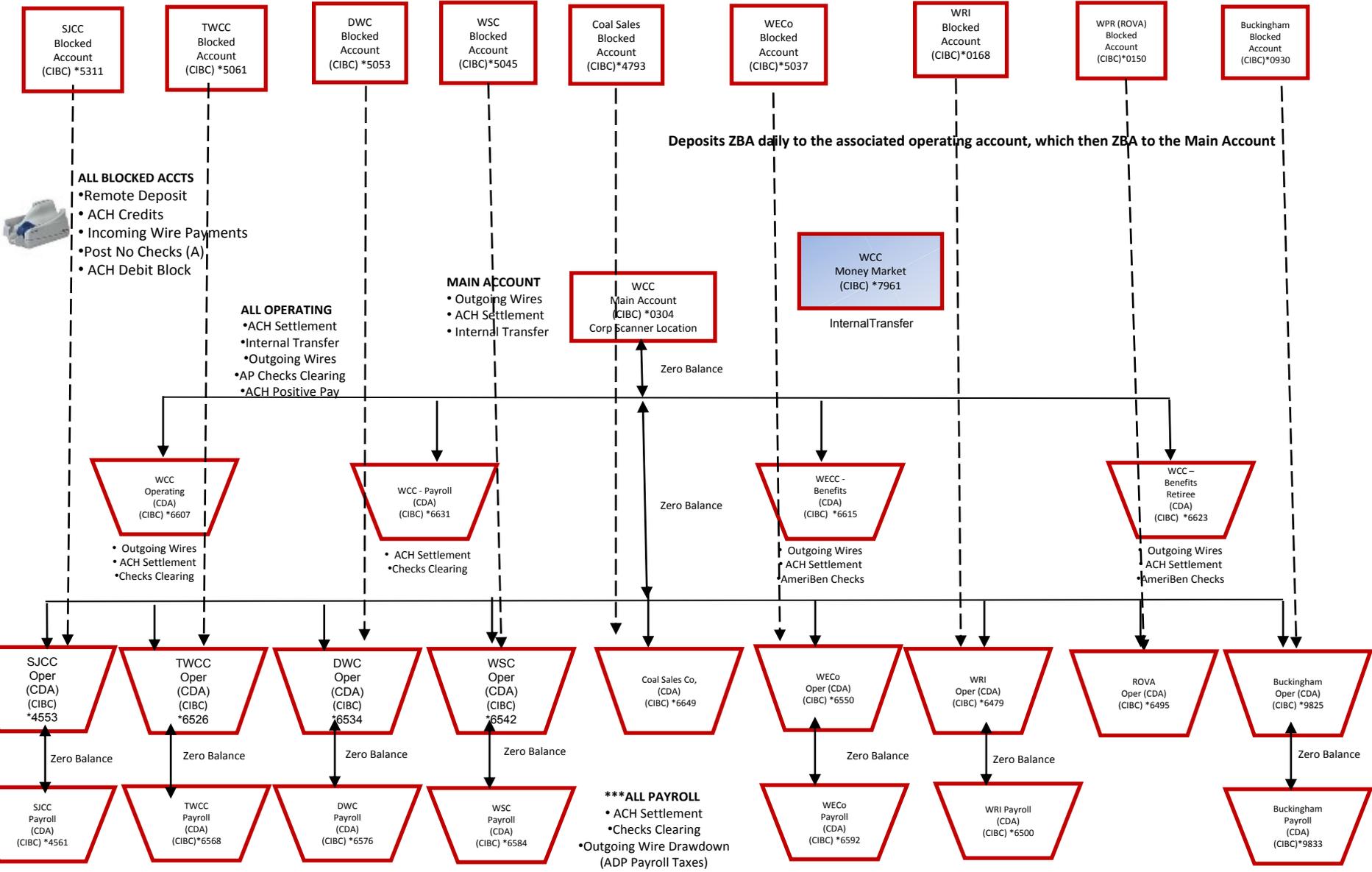
WMLP Bank Accounts

Entity	Bank Name	Account Number (Ending)	Account Type
Westmoreland Resource Partners, LP	CIBC Bank US	7488	Concentration Account
Westmoreland Kemmerer, Inc.	CIBC Bank US	0134	Customer Deposit Account
Oxford Mining Company	CIBC Bank US	8436	Customer Deposit Account
Westmoreland Kemmerer, Inc.	CIBC Bank US	6487	Subsidiary Operating Account
Oxford Mining Company	CIBC Bank US	9809	Subsidiary Operating Account
Westmoreland Kemmerer, Inc.	Bank of New York Mellon	8733	Collateral Account
Westmoreland Kemmerer, Inc.	MorganStanley	2340	Collateral Account
Oxford Mining Company	UBS Financial Services, Inc.	1174	Collateral Account
Oxford Mining Company	Wellington Shields	9315	Collateral Account
Westmoreland Resource Partners, LP	CIBC Bank US	7303	Money Market Account

Exhibit C

Cash Management System Schematic

Cash Management Schematic

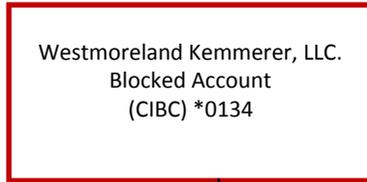


Cash Management Schematic



ALL BLOCKED ACCTS

- Remote Deposit
- ACH Credits
- Incoming Wire Payments
- Post No Checks (A)
- ACH Debit Block



- MAIN ACCOUNT**
- Outgoing Wires
 - ACH Settlement
 - Internal Transfer



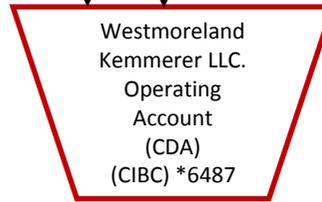
Express Transfer

Zero Balance

Zero Balance

ALL OPERATING

- ACH Settlement
- Express Transfer
- Outgoing Wires
- AP Checks Clearing
- ACH Positive Pay



Deposits ZBA daily to the associated operating account, which then ZBA to the Main Account

Other Accounts at Other Institutions

- Outgoing Wires

Westmoreland
Coal Company
FIB Money Market
(First Interstate)
*1165

Westmoreland
Coal Company
CAD Oper
(CIBC CA) *3816

- Outgoing Wires
- Internal Transfer

- Outgoing Wires
- ACH Settlement
- Internal Transfer
- ACH Positive Pay

Westmoreland
Resource GP, LLC
Oper
(CIBC) *9817

Westmoreland
Coal Company
Utility
Oper
(CIBC) *2998

- Outgoing Wires
- ACH Settlement
- Internal Transfer
- ACH Positive Pay

CIBC – US Escrow Accounts – San Juan Coal Company - Dormant

San Jan Coal
Company/AU Mines
Escrow Account
(CIBC) *5068

San Jan Coal
Company/Cimarron
Mines
Escrow Account
(CIBC) *0141

San Jan Coal
Company/Fruitland
Escrow Account
(CIBC) *0294

DEBTORS' Restricted/Reclamation Accounts

First Interstate Bank	Wells Fargo	Texas Capital	First Interstate Wealth Management	Morgan Stanley	Bank of New York
WECo Restricted Cash *0620	WCC(Coal Valley/Obed) Restricted Cash *4971	WECo/ARGO Restricted Cash *0024	WECo Restricted Cash *0352	WML (WECo)/Traveler's Restricted Cash *3-139	WECo/Zurich Restricted Cash *1503
WECo Restricted Cash *1033	First Tennessee	WRI/ARGO Restricted Cash *0235	WECo Restricted Cash *0353	WRI/Traveler's Restricted Cash *4-139	WECo/Zurich Restricted Cash *3269
WECo Restricted Cash *0588	WECo/Indemnity National Restricted Cash *7908	Wellington Shields	WRI/Lexon Restricted Cash *4085A	Heritage/Traveler's Restricted Cash *2-139	Heritage/Zurich Restricted Cash *3704
WECo Restricted Cash *8666	UBS Financial Services	Oxford/First Surety Restricted Cash *9315	WRI/Lexon Restricted Cash *0850	Heritage/Traveler's Restricted Cash *3-139	Kemmerer/Zurich Restricted Cash *8733
WRI Restricted Cash Collateral for LC 0157 COD 8301	Oxford/ARGO Restricted Cash *1174	Buckingham/First Surety Restricted Cash *4579		Oxford/Evergreen Restricted Cash *0-139	