



ENTERED
10/15/2018

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

In re: WESTMORELAND COAL COMPANY, <i>et al.</i> , ¹ Debtors.	§ § § § § § § §	Chapter 11 Case No. 18-35672 (DRJ) (Joint Administration Requested) Re: Docket No. 8
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**FINAL ORDER (I) APPROVING THE DEBTORS’
PROPOSED ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE
UTILITY SERVICES, (II) PROHIBITING UTILITY COMPANIES FROM ALTERING,
REFUSING, OR DISCONTINUING SERVICES, AND (III) APPROVING THE DEBTORS’
PROPOSED PROCEDURES FOR RESOLVING ADDITIONAL ASSURANCE REQUESTS**

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”), (a) approving the Debtors’ Proposed Adequate Assurance of payment for future utility services, (b) prohibiting the Utility Companies from altering, refusing, or discontinuing services, and (c) approving the Adequate Assurance Procedures for resolving Additional Assurance Requests, 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. § 1334; and 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

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 Debtors’ 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.

proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the 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. Subject to the Adequate Assurance Procedures for resolving Additional Assurance Requests, the Motion is granted on a final basis as set forth herein.

2. The following Adequate Assurance Procedures are approved on a final basis:

- a. The Debtors will serve a copy of the Motion and this Final Order granting the relief requested herein to each Utility Company within two business days after entry of the order by the Court.
- b. Subject to paragraphs (e)–(h) herein, the Debtors will deposit the Adequate Assurance Deposit, in the aggregate amount of \$729,000, in the Adequate Assurance Account as soon as practicable after entry of the Final Order; *provided* that to the extent any Utility Company receives any value from the Debtors as adequate assurance of payment, the Debtors may reduce the Adequate Assurance Deposit maintained in the Adequate Assurance Account by such amount.
- c. If an amount relating to Utility Services provided postpetition by a Utility Company is unpaid, and remains unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Adequate Assurance Account by giving notice to: (i) Westmoreland Coal Company, 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112, Attn.: Jennifer Grafton; (ii) proposed counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Gregory F. Pesce and Timothy R. Bow; (iii) proposed co-counsel for the Debtors, Jackson Walker LLP, 1401 McKinney Street, Suite 1900,

Houston, Texas 77010, Attn.: Patricia B. Tomasco, Matthew D. Cavanaugh, and Jennifer F. Wertz; (iv) Office of The United States Trustee, 1515 Rusk Street Houston, Texas 77002; (v) counsel to the lenders under the 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; (vi) counsel to the ad hoc group of lenders under the Debtors' prepetition term loan due 2020 and the 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; (vii) counsel to the administrative agent under the WMLP Debtors' term loan facility due 2018; (viii) 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; and (ix) to the extent not listed herein those parties requesting notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors shall honor such request within five business days after the date the request is received by the Debtors, subject to the ability of the Debtors and any such requesting Utility Company to resolve any dispute regarding such request without further order of the Court; *provided* that in no event shall a Utility Company be permitted to receive aggregate disbursements in excess of the total amount set forth for such Utility Company under the column labeled "Adequate Assurance Deposit" on the Utility Service List attached to the Motion as **Exhibit 1**. To the extent a Utility Company receives a disbursement from the Adequate Assurance Account, the Debtors shall replenish the Adequate Assurance Account in the amount disbursed.

- d. The portion of the Adequate Assurance Deposit attributable to each Utility Company shall be returned to the Debtors on the earlier of (i) the reconciliation and payment by the Debtors of the Utility Company's final invoice in accordance with applicable nonbankruptcy law following the Debtors' termination of Utility Services from such Utility Company; and (ii) the effective date of any chapter 11 plan approved in these chapter 11 cases.
- e. Any Utility Company desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "Additional Assurance Request") on the Notice Parties.
- f. Any Additional Assurance Request must (i) be in writing, (ii) identify the location for which the Utility Services are provided, (iii) summarize the Debtors' payment history relevant to the affected account(s), (iv) certify the amount that is equal to two weeks of the Utility Services the Utility Company provides to the Debtors, calculated as a historical average over the 12-month period ended July 31, 2018; and (v) explain why the Utility

Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

- g. An Additional Assurance Request may be made at any time. If a Utility Company fails to file and serve an Additional Assurance Request, the Utility Company shall be: (i) deemed to have received “satisfactory” adequate assurance of payment in compliance with section 366 of the Bankruptcy Code; and (ii) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- h. Upon the Debtors’ receipt of any Additional Assurance Request, the Debtors shall have 30 days from the receipt of such Additional Assurance Request (the “Resolution Period”) to negotiate with such Utility Provider to resolve such Utility Company’s Additional Assurance Request; *provided* that the Debtors and such Utility Company may extend the Resolution Period by mutual agreement.
- i. The Debtors may without further order from the Court, resolve any Additional Assurance Request by mutual agreement with a Utility Company and the Debtors may, in connection with any such agreement, provide a Utility Company with additional adequate assurance of payment, including, but not limited to, cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable, subject to the terms of the DIP Budget (as defined in the order approving the Debtors’ postpetition financing (the “DIP Order”)) and the order approving the WMLP Debtors’ use of cash collateral (as may be amended, modified, or supplemented in accordance therewith and any final order, the “Cash Collateral Order”), and the budget related thereto; the Debtors will provide notice of any such agreement to counsel to the Required Consenting Stakeholders (as defined in the Restructuring Support Agreement, attached to the First Day Declaration), counsel to the DIP Lenders (as defined in the DIP Order), and the counsel to the lenders under the WMLP Debtors’ term loan facility.
- j. If the Debtors determine, in their sole discretion, that the Additional Assurance Request is not reasonable and are not able to reach an alternative resolution with the Utility Company during the Resolution Period, the Debtors, during or immediately after the Resolution Period, may request a hearing (a “Determination Hearing”) before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Company pursuant to section 366(c)(3) of the Bankruptcy Code.
- k. Pending resolution of any such Determination Hearing, the relevant Utility Company filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing Utility Services to the

Debtors on account of: (i) unpaid charges for prepetition services; (ii) a pending Adequate Assurance Request; or (iii) any objections filed in response to the Proposed Adequate Assurance.

1. Every four weeks, the WLB Debtors will provide the advisors to the Required Consenting Stakeholders (as defined in the Restructuring Support Agreement, attached to the First Day Declaration), the advisors to the lenders for the WLB Debtors' proposed postpetition secured debtor-in-possession financing (the "DIP Financing"), counsel to the administrative agent for the WLB Debtors' DIP Financing, counsel to the ad hoc committee of certain lenders under the WMLP Debtors' prepetition term loan facility due 2018 (only to the extent that the relief herein affects the WMLP Debtors), and counsel to any statutory committee appointed in these chapter 11 cases, with a schedule of payments related to the Utility Services.
3. The Utility Companies are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.
4. All Utility Companies who do not file an objection or serve an Adequate Assurance Request shall be: (a) deemed to have received adequate assurance of payment "satisfactory" to such Utility Company in compliance with section 366 of the Bankruptcy Code; and (b) forbidden to discontinue, alter, or refuse services to, or discriminate against, the Debtors on account of any unpaid prepetition charges, or require additional assurance of payment other than the Proposed Adequate Assurance.
5. The Adequate Assurance Deposit shall be deemed adequate assurance of payment for any Utility Company that fails to make an Additional Assurance Request.
6. The Debtors will cause a copy of this Final Order, including the Adequate Assurance Procedures, to be served on any subsequently identified Utility Company and any such Utility Company shall be bound by the Adequate Assurance Procedures.
7. The Debtors' service of the Motion upon the Utility Services List shall not constitute an admission or concession that each such entity is a "utility" within the meaning of

section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

8. 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 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.

9. 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, but not 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.

10. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Utility Services.

11. 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 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.

12. 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.

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

14. 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.

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

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

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

Signed: October 11, 2018.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

United States Bankruptcy Court
Southern District of TexasIn re:
Westmoreland Coal Company
Westmoreland Texas Jewett Coal Company
DebtorsCase No. 18-35672-drj
Chapter 11**CERTIFICATE OF NOTICE**

District/off: 0541-4

User: VrianaPor
Form ID: pdf002Page 1 of 3
Total Noticed: 16

Date Rcvd: Oct 15, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 17, 2018.

db +Westmoreland Coal Company, 9540 South Maroon Circle, Suite 300, Englewood, CO 80112-5735
db +Westmoreland Texas Jewett Coal Company, 9540 South Maroon Circle, Suite 300, Englewood, CO 80112-5730
aty +Kelly Wright, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022-3921
aty +Kristine Manoukian, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022-3921
aty +Timothy James Kern, 30 East Broad Street 25th Floor, Columbus, OH 43266-0001
cr +American Guarantee and Liability Insurance Company, c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531
cr +Colonial American Casualty and Surety Company, c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531
cr +Fidelity and Deposit Company of Maryland, c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531
intp +North American Coal Corporation, c/o Hunton Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, TX 77002-2929
intp Railroad Commission of Texas, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548, Austin, TX 78711-2548
cr +Texas Comptroller of Public Accounts, John Stern, P.O. Box 12548, Austin, TX 78711-2548
cr +Zurich American Insurance Company, c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531
cr +Zurich Insurance Company Ltd., c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531
cr +Zurich Insurance Group, Ltd., c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

cr E-mail/Text: houston_bankruptcy@LGBS.com Oct 15 2018 21:45:51 Harris County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, PO Box 3064, Houston, TX 77253-3064
cr E-mail/Text: pat@pmfpc.com Oct 15 2018 21:46:47 United Mine Workers of America, c/o Patrick M. Flynn, P.C., 1225 North Loop W, STE 1000, Houston, TX 77008-1775
TOTAL: 2

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

aty The WMLP Debtors and the Conflicts Committee of th
cr Lenders and Ad Hoc Noteholders
cr MLP Ad Hoc Group
intp Ohio Department of Natural Resources
intp Ohio Environmental Protection Agency
cr Ohio Machinery Co. ("Ohio Cat") and OMCO Leasing C
cr Pension Benefit Guaranty Corporation
cr Wheeler Machinery Co.
cr Wilmington Savings Fund Society, FSB

TOTALS: 9, * 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Oct 17, 2018

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 15, 2018 at the address(es) listed below:

Bruce J. Ruzinsky on behalf of Debtor Westmoreland Energy Services New York, Inc.
bruzinsky@jw.com, ygalvin@jw.com;bhowell@jw.com
Bruce J. Ruzinsky on behalf of Debtor Westmoreland North Carolina Power, LLC bruzinsky@jw.com,
ygalvin@jw.com;bhowell@jw.com

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Bruce J. Ruzinsky on behalf of Debtor Absaloka Coal, LLC bruzinsky@jw.com, ygalvin@jw.com;bhowell@jw.com

Bruce J. Ruzinsky on behalf of Debtor Haystack Coal Company bruzinsky@jw.com, ygalvin@jw.com;bhowell@jw.com

Bruce J. Ruzinsky on behalf of Debtor Texas Westmoreland Coal Company bruzinsky@jw.com, ygalvin@jw.com;bhowell@jw.com

Bruce J. Ruzinsky on behalf of Debtor Westmoreland San Juan Holdings, Inc. bruzinsky@jw.com, ygalvin@jw.com;bhowell@jw.com

Cullen Drescher Speckhart on behalf of Creditor Wheeler Machinery Co. cspeckhart@wolriv.com, restructuring@wolriv.com;jstiff@wolriv.com;econway@wolriv.com

Cullen Drescher Speckhart on behalf of Creditor Ohio Machinery Co. ("Ohio Cat") and OMCO Leasing Corporation ("OMCO") cspeckhart@wolriv.com, restructuring@wolriv.com;jstiff@wolriv.com;econway@wolriv.com

David L Curry, Jr on behalf of Creditor Wilmington Savings Fund Society, FSB dcurry@okinadams.com, bmoore@okinadams.com

David M Hillman on behalf of Creditor MLP Ad Hoc Group david.hillman@srz.com

Duane J Brescia on behalf of Creditor Zurich American Insurance Company duane.brescia@clarkhillstrasburger.com, donna.krupa@clarkhillstrasburger.com;Kathryn.Alexander@clarkhillstrasburger.com;bkrtycynotices@strasburger.com

Duane J Brescia on behalf of Creditor Colonial American Casualty and Surety Company duane.brescia@clarkhillstrasburger.com, donna.krupa@clarkhillstrasburger.com;Kathryn.Alexander@clarkhillstrasburger.com;bkrtycynotices@strasburger.com

Duane J Brescia on behalf of Creditor Fidelity and Deposit Company of Maryland duane.brescia@clarkhillstrasburger.com, donna.krupa@clarkhillstrasburger.com;Kathryn.Alexander@clarkhillstrasburger.com;bkrtycynotices@strasburger.com

Duane J Brescia on behalf of Creditor Zurich Insurance Company Ltd. duane.brescia@clarkhillstrasburger.com, donna.krupa@clarkhillstrasburger.com;Kathryn.Alexander@clarkhillstrasburger.com;bkrtycynotices@strasburger.com

Duane J Brescia on behalf of Creditor Zurich Insurance Group, Ltd. duane.brescia@clarkhillstrasburger.com, donna.krupa@clarkhillstrasburger.com;Kathryn.Alexander@clarkhillstrasburger.com;bkrtycynotices@strasburger.com

Duane J Brescia on behalf of Creditor American Guarantee and Liability Insurance Company duane.brescia@clarkhillstrasburger.com, donna.krupa@clarkhillstrasburger.com;Kathryn.Alexander@clarkhillstrasburger.com;bkrtycynotices@strasburger.com

Hal F Morris on behalf of Interested Party Railroad Commission of Texas hal.morris@texasattorneygeneral.gov

Hector Duran, Jr on behalf of U.S. Trustee US Trustee Hector.Duran.Jr@usdoj.gov

John F Higgins, IV on behalf of Creditor Lenders and Ad Hoc Noteholders jhiggins@porterhedges.com, ksteverson@porterhedges.com;emoreland@porterhedges.com

John Mark Stern on behalf of Creditor Texas Comptroller of Public Accounts john.stern@oag.texas.gov, bk-mbecker@oag.texas.gov

John P Dillman on behalf of Creditor Harris County Houston_bankruptcy@publicans.com

Joseph E Bain on behalf of Creditor MLP Ad Hoc Group JBain@joneswalker.com, LDuncan@joneswalker.com

Joseph Peak Rovira on behalf of Interested Party North American Coal Corporation josephrovira@HuntonAK.com

Kristhy M Peguero on behalf of Debtor Dakota Westmoreland Corporation kpeguero@jw.com

Kristhy M Peguero on behalf of Debtor Westmoreland Resource Partners, LP kpeguero@jw.com

Kristhy M Peguero on behalf of Debtor Oxford Mining Company kpeguero@jw.com

Kristhy M Peguero on behalf of Debtor Westmoreland - Roanoke Valley, LP kpeguero@jw.com

Kristhy M Peguero on behalf of Debtor Westmoreland Kemmerer Fee Coal Holdings, LLC kpeguero@jw.com

Kristhy M Peguero on behalf of Debtor Western Energy Company kpeguero@jw.com

Lucy Kveskin on behalf of Creditor MLP Ad Hoc Group Lucy.Kveskin@srz.com

Matthew D Cavanaugh on behalf of Debtor Westmoreland Resources GP, LLC mcavanaugh@jw.com, bhowell@jw.com

Matthew D Cavanaugh on behalf of Debtor WRI Partners, Inc. mcavanaugh@jw.com, bhowell@jw.com

Matthew D Cavanaugh on behalf of Debtor Westmoreland Coal Company Asset Corp. mcavanaugh@jw.com, bhowell@jw.com

Matthew D Cavanaugh on behalf of Debtor Daron Coal Company, LLC mcavanaugh@jw.com, bhowell@jw.com

Matthew D Cavanaugh on behalf of Debtor Basin Resources, Inc. mcavanaugh@jw.com, bhowell@jw.com

Matthew D Cavanaugh on behalf of Debtor Westmoreland Energy Services, Inc. mcavanaugh@jw.com, bhowell@jw.com

Matthew D Cavanaugh on behalf of Debtor Westmoreland San Juan, LLC mcavanaugh@jw.com, bhowell@jw.com

Matthew D Cavanaugh on behalf of Debtor Westmoreland Coal Company mcavanaugh@jw.com, bhowell@jw.com

Matthew D Cavanaugh on behalf of Debtor San Juan Coal Company mcavanaugh@jw.com, bhowell@jw.com

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Matthew D Cavanaugh on behalf of Debtor WCC Land Holding Company, Inc. mcavanaugh@jw.com, bhowell@jw.com
 Matthew D Cavanaugh on behalf of Debtor Westmoreland Partners mcavanaugh@jw.com, bhowell@jw.com
 Matthew D Cavanaugh on behalf of Debtor Westmoreland Kemmerer, LLC mcavanaugh@jw.com, bhowell@jw.com
 Matthew D Cavanaugh on behalf of Debtor Oxford Conesville, LLC mcavanaugh@jw.com, bhowell@jw.com
 Michael Scott Held on behalf of Debtor San Juan Transportation Company mheld@jw.com, lcrumble@jw.com;tsalter@jw.com;bhowell@jw.com
 Michael Scott Held on behalf of Debtor Westmoreland Resources, Inc. mheld@jw.com, lcrumble@jw.com;tsalter@jw.com;bhowell@jw.com
 Michael Scott Held on behalf of Debtor Westmoreland Mining LLC mheld@jw.com, lcrumble@jw.com;tsalter@jw.com;bhowell@jw.com
 Michael Scott Held on behalf of Debtor Westmoreland Coal Sales Company, Inc. mheld@jw.com, lcrumble@jw.com;tsalter@jw.com;bhowell@jw.com
 Michael Scott Held on behalf of Debtor Harrison Resources, LLC mheld@jw.com, lcrumble@jw.com;tsalter@jw.com;bhowell@jw.com
 Nathaniel Rayle on behalf of Creditor Pension Benefit Guaranty Corporation rayle.nathaniel@pbgc.gov, efile@pbgc.gov
 Oliver Stephen Zeltner on behalf of Attorney The WMLP Debtors and the Conflicts Committee of the Westmoreland Resources GP, LLC Board of Directors ozeltner@jonesday.com
 Patricia Baron Tomasco on behalf of Debtor Westmoreland Coal Company ptomasco@jw.com, kgradney@jw.com;bhowell@jw.com
 Patricia Baron Tomasco on behalf of Debtor Westmoreland Texas Jewett Coal Company ptomasco@jw.com, kgradney@jw.com;bhowell@jw.com
 Patrick Michael Flynn on behalf of Creditor United Mine Workers of America pat@pmfpc.com, sandra@pmfpc.com
 Stephen Douglas Statham on behalf of U.S. Trustee US Trustee stephen.statham@usdoj.gov
 Timothy Alvin Davidson, II on behalf of Interested Party North American Coal Corporation TadDavidson@HuntonAK.com
 Timothy W Hoffmann on behalf of Attorney The WMLP Debtors and the Conflicts Committee of the Westmoreland Resources GP, LLC Board of Directors thoffmann@jonesday.com
 US Trustee USTPRegion07.HU.ECF@USDOJ.GOV
 Vienna Flores Anaya on behalf of Debtor Westmoreland Savage Corporation vanaya@jw.com, kgradney@jw.com
 Vienna Flores Anaya on behalf of Debtor Westmoreland Power, Inc. vanaya@jw.com, kgradney@jw.com
 Vienna Flores Anaya on behalf of Debtor Westmoreland Energy, LLC vanaya@jw.com, kgradney@jw.com
 Vienna Flores Anaya on behalf of Debtor Oxford Mining Company - Kentucky, LLC vanaya@jw.com, kgradney@jw.com
 Vienna Flores Anaya on behalf of Debtor WEI - Roanake Valley, Inc. vanaya@jw.com, kgradney@jw.com
 Vienna Flores Anaya on behalf of Debtor Buckingham Coal Company, LLC vanaya@jw.com, kgradney@jw.com

TOTAL: 63