

Exhibit E

Assumption/Assignment Notice

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

In re:

Westmoreland Coal Company, et al.,¹
Debtors.

Case No. 18-35672 (DRJ)

CHAPTER 11

Jointly Administered

**NOTICE OF (A) POTENTIAL ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (B) CURE AMOUNTS**

You are receiving this notice because you may be a counterparty to an executory contract or unexpired lease with Westmoreland Kemmerer, LLC, Westmoreland Kemmerer Fee Coal Holdings, LLC or one or more of their affiliated debtors. Please read this notice carefully as your rights may be affected by the transactions described herein.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On October 9, 2018 (the "Petition Date"), Westmoreland Coal Company and certain of its affiliates, as debtors and debtors in possession (collectively, the "WLB Debtors")² and the WMLP Debtors, also as debtors and debtors in possession in the above captioned cases, each filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court").

¹ Due to the large number of debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent in these chapter 11 cases at www.donlinrecano.com/westmoreland. Westmoreland Coal Company's service address for the purposes of these chapter 11 cases is 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112.

² The term "WLB Debtors" does not include Westmoreland Resource Partners, LP, or their subsidiaries (collectively, the "WMLP Debtors" and, collectively with the WLB Debtors, the "Debtors").

2. On January 18, 2019, the WMLP Debtors filed the *Expedited Motion of Westmoreland Resource Partners, LP and Its Subsidiaries for Entry of (I) An Order (A) Establishing Bidding and Sale Procedures with Respect to the Sale of the Kemmerer Mine and Substantially All Assets Related Thereto, (B) Authorizing the Entry Into a Stalking Horse Agreement and the Provision of Stalking Horse Protections, (C) Scheduling an Auction and Sale Hearing and Approving the Form and Manner of Notice Thereof and (D) Granting Related Relief; and (II) an Order Approving the Sale of such Assets and Granting Related Relief* (the "Sale Motion") (Docket No. ___).³ Pursuant to the Sale Motion, the WMLP Debtors are seeking to sell (a) the mining properties of WMLP Debtor Westmoreland Kemmerer, LLC and WMLP Debtor Westmoreland Kemmerer Fee Coal Holdings, LLC, including certain executory contracts and unexpired leases (the "Kemmerer Assets"). The Sale Motion contemplates that the sale of the Kemmerer Assets will take place via an auction (the "Auction") governed by the Bidding Procedures attached to the Sale Motion as Annex 1 to Exhibit A (the "Bidding Procedures"). Pursuant to the Bidding Procedures, interested potential purchasers must fulfill certain requirements to, among other things, (a) participate in the bidding process, (b) become "Qualified Bidders" and (c) submit "Qualified Bids." A bid shall not constitute a Qualified Bid unless it is submitted in accordance with the Bid Procedures, and a bidder shall not constitute a Qualified Bidder unless it submits a Qualified Bid. The WMLP Debtors will determine the winner of the Auction (the "Successful Bidder") pursuant to the terms of the Bidding Procedures.

2. Attached to the Sale Motion, as Exhibit B is an unexecuted proposed Form of Asset Purchase Agreement for the purchase of the Kemmerer Assets (the "Form APA"). Additionally, at any time until February 7, 2019 or such other date approved by the Bankruptcy Court after notice and a hearing, the WMLP Debtors may file one or more "stalking horse" Asset Purchase Agreements with the Bankruptcy Court (any such agreement, a "Stalking Horse Agreement"). Finally, promptly following the designation of the bid of a Successful Bidder as the "Successful Bid," the WMLP Debtors will file such bid (including the applicable Asset Purchase Agreement) with the Bankruptcy Court.

3. Pursuant to the Sale Motion, the WMLP Debtors may, in accordance with section 365 of the Bankruptcy Code, assume and assign to a Successful Bidder one or more of the Assumed and Assigned Contracts listed on the attached Exhibit 1 hereto; **provided, however**, that the inclusion of an executory contract or unexpired lease on the attached Exhibit 1 does not mean that (a) a Successful Bidder will ultimately identify such agreement as an executory contract or unexpired lease to be assumed and assigned or (b) such contract or lease is an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code. In the event that such agreements are assumed and assigned to a Successful Bidder, the WMLP Debtors have identified on the attached Exhibit 1 the Cure Amounts that the WMLP Debtors believe must be paid to cure all prepetition defaults as required by section 365 of the Bankruptcy Code.

³ Capitalized terms used herein that are otherwise not defined shall have the meaning given to them in the Sale Motion.

4. To the extent not contained in the Sale Motion, all objections to the assumption and assignment of any lease or contract, including, without limitation, any objection to the WMLP Debtors' proposed Cure Amount or the provision of adequate assurance of future performance under any lease or contract pursuant to section 365 of the Bankruptcy Code ("Adequate Assurance"), must (a) comply with the General Objection Procedures (as defined in the *Notice of Auction and Sale Hearing for the Sale of the Kemmerer Assets*, served herewith); (b) identify the lease or contract to which the objector is a party; (c) describe with particularity any cure the claimant contends is required under section 365 of the Bankruptcy Code (the "Cure Claim"); (d) be filed with the Bankruptcy Court no later than **February 21, 2019**; (e) attach all documents supporting or evidencing the Cure Claim; and (f) if the response contains an objection to Adequate Assurance, state with specificity what the objecting party believes is required to provide Adequate Assurance (collectively with the General Objection Procedures, the "Assigned Contract Objection Procedures").

5. If no objection is timely and properly filed and served in accordance with the Assigned Contract Objection Procedures, (a) the Cure Amount set forth in Exhibit 1 hereto shall be controlling, notwithstanding anything to the contrary in any contract or lease or other document, and the non-debtor party to the contract or lease shall be forever barred from asserting any other claim arising prior to the assignment against the WMLP Debtors or the purchaser, and (b) the purchaser's promise to perform under the contract or lease shall be deemed Adequate Assurance under the contract or lease. To the extent the WMLP Debtors dispute any Cure Claim, such dispute shall be presented to the Bankruptcy Court at the Sale Hearing or such earlier or later date and time as the WMLP Debtors and the objector may agree or the Bankruptcy Court may order. All Cure Amounts shall be paid by the purchaser.

6. Following the designation of a Successful Bid, the WMLP Debtors shall file a notice of the Successful Bid, along with copies of the Successful Bidder's Asset Purchase Agreement and Sale Order, marked to show changes from the form documents previously filed with the Bankruptcy Court (a "Successful Bid Notice"). Upon the selection of the Successful Bid, the WMLP Debtors will (a) file the Successful Bid Notice with the Bankruptcy Court and (b) post such notice on www.donlinrecano.com/westmoreland. No further notice will be provided. All objections for any specific issues relating to the Successful Bid Notice (i.e., the provision of Adequate Assurance from a Successful Bidder other than the Stalking Horse Bidder) shall be raised with the Bankruptcy Court no later than **February 25, 2019**.

7. An objection to the assumption and assignment of any lease or contract will not constitute an objection to the sale of Asset or the other terms of the Sale Transaction. Parties wishing to object to the Sale Transaction must file and serve a separate objection in accordance with the General Objection Procedures no later than **February 21, 2019**.

8. If you agree with the Cure Amount(s) indicated on Exhibit 1, and otherwise do not object to the WMLP Debtors' assignment of your lease or contract, you need not take any further action.

9. **The WMLP Debtors' decision to assume and assign executory contracts and unexpired leases is subject to Bankruptcy Court approval and consummation of the Sale Transaction. Accordingly, the WMLP Debtors shall be deemed**

to have assumed and assigned each of the executory contracts and unexpired leases only as of the date of, and effective and conditioned upon, the closing of the Sale Transaction. Absent such closing, the executory contracts and unexpired leases shall neither be deemed assumed nor assigned and shall in all respects be subject to further administration under the Bankruptcy Code.

Dated: [____], 2019

Respectfully submitted,

/s/

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*Conflicts Counsel for the WMLP Debtors and
Counsel for the Conflicts Committee of the
Westmoreland Resources GP, LLC Board of
Directors*

Exhibit 1

Executory Contracts and Unexpired Leases

ASSIGNED CONTRACTS

<u>Agreement Name and Date</u>	<u>Counterparties</u>
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