

Exhibit F

Sale Order

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

In re:

Westmoreland Coal Company, et al.,¹

Debtors.

Chapter 11

Case No. 18-35672 (DRJ)

(Jointly Administered)

**ORDER (I) APPROVING THE SALE OF
THE KEMMERER MINE AND SUBSTANTIALLY ALL ASSETS
RELATED THERETO FREE AND CLEAR OF ALL NON-ASSUMED
LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (II) APPROVING
THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (III) GRANTING RELATED RELIEF**

Upon 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")² (Docket No. [___]) dated
January 18, 2019, of Westmoreland Resource Partners, LP ("WMLP") and WMLP's direct and
indirect subsidiaries (collectively, with WMLP, the "WMLP Debtors"), as debtors and debtors-
in-possession, pursuant to sections 105(a), 363 and 365 of chapter 11 of title 11 of the United

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 WMLP 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 Capitalized terms used, but not defined, herein have the meaning ascribed to them in the Sale Motion. This order shall be deemed to incorporate any findings of fact and conclusions of law made on the record at the Sale Hearing (as defined herein) pursuant to Fed. R. Bankr. P. 7052.

States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 5 of and Exhibit C to the United States Bankruptcy Court for the Southern District of Texas Procedures for Complex Chapter 11 Cases (the "Complex Case Procedures"), for, among other things, (i) approval of the sale (the "Sale Transaction") of the mining properties of WMLP Debtor Westmoreland Kemmerer, LLC and related assets (the "Kemmerer Assets") free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature; (ii) approval of the assumption and assignment of certain executory contracts and unexpired leases (the "Assigned Contracts"), and (iii) approval of related relief; and the Court having previously entered its *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* (Docket No. [____]) (the "Bidding Procedures Order"); and the Bankruptcy Court having conducted a hearing on the Sale Motion on February 28, 2019 (the "Sale Hearing") and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Sale Motion; and the Bankruptcy Court having reviewed and considered the Sale Motion, and the arguments of counsel made, and the evidence adduced, at the hearing to approve the Bidding Procedures (the "Bidding Procedures Hearing") and the Sale Hearing; and upon the record of the Bidding Procedures Hearing and the Sale Hearing, and these chapter 11 cases and proceedings, and after due deliberation thereon, and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. **Jurisdiction and Venue.** The Bankruptcy Court has jurisdiction over the Sale Motion and the Sale Transaction pursuant to 28 U.S.C. §§ 157 and 1334 and may enter a final order on the Motion consistent with Article III of the United States Constitution.

This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory predicates for the relief requested in the Sale Motion are sections 105, 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Rule 5 of Exhibit C to the Complex Case Procedures.

C. **Notice.** Proper, timely, adequate and sufficient notice of the Sale Motion, including, without limitation, the Sale Transaction, the assumption and assignment of the Assigned Contracts, the Auction, the Sale Hearing and the Bidding Procedures (as defined in the Bidding Procedures Order) have been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006 and 9007 and Rule 5 of Exhibit C to the Complex Case Procedures. Such notice was good and sufficient and appropriate under the circumstances. No other or further notice of the Sale Motion, including, without limitation, the Sale Transaction, the WMLP Debtors' assumption and assignment of the Assigned Contracts, the Auction or the Sale Hearing, is necessary or shall be required.

D. An Assumption/Assignment Notice has been provided to each of the non-WMLP Debtor counterparties to the Assigned Contracts identified on the list(s) the WMLP Debtors have filed on the docket, all in accordance with the Bidding Procedures provided in the Sale Motion. The service of the Assumption/Assignment Notice was sufficient under the circumstances, and no further notice need be given in respect of the WMLP Debtors' assumption

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

and assignment of the Assigned Contracts or the establishment of associated Cure Costs (as defined below). Nondebtor parties to the Assigned Contracts have had an adequate opportunity to object to the Debtors' assumption and assignment of the Assigned Contracts and the associated Cure Costs.

E. **Opportunity to Object.** A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities.

F. **Business Justification.** The WMLP Debtors have demonstrated an adequate business justification supporting their entry into the Sale Transaction, and the WMLP Debtors' assumption and assignment of the Assigned Contracts and the sale of the Kemmerer Assets. Such action is an appropriate exercise of the WMLP Debtors' business judgment and in the best interests of the WMLP Debtors, their estates and their creditors. The reasons underlying the WMLP Debtors' sound exercise of their business judgment reasons include, but are not limited to, the facts that (i) the Kemmerer Assets have been aggressively marketed and the asset purchase agreement (the "Buyer's APA") among the WMLP Debtors and [_____] (the "Buyer") constitutes the highest or otherwise best offer for the Kemmerer Assets; (ii) the continued operation of the Kemmerer Assets and corresponding costs will continue to deplete the WMLP Debtors' assets, so there is a "need for speed" to consummate the Sale Transaction; (iii) the Sale Transaction will present the best opportunity to realize the value of the Kemmerer Assets on a going concern basis and to avoid decline and devaluation of the related business; (iv) the Bidding Procedures utilized were designed to yield the highest or otherwise best bids for the Kemmerer Assets; and (v) the WMLP Debtors and the Buyer engaged in good faith, arm's-length negotiations with the Buyer in order to achieve the Sale Transaction contemplated in the Buyer's APA. Entry of this Order and all provisions hereof is a necessary condition precedent to the Buyer consummating the Sale Transaction.

G. **Opportunity to Bid.** The WMLP Debtors and their professionals robustly marketed the Kemmerer Assets and conducted the marketing and sale process as set forth in the Sale Motion and in accordance with the Bidding Procedures included in the Sale Motion. The Auction process included in the Bidding Procedures afforded a full and fair opportunity for any entity to make an offer to purchase the Kemmerer Assets. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Kemmerer Assets.

H. **Auction.** An Auction was conducted in accordance with the Bidding Procedures and after conclusion of the Auction, the Buyer was declared to have made the highest or otherwise best offer. The Auction was conducted at arm's length, without collusion and in good faith.

I. **Highest or Otherwise Best Offer.** The total consideration provided by the Buyer for the Kemmerer Assets is the highest or otherwise best offer received by the WMLP Debtors. The Buyer is the successful bidder for the Kemmerer Assets in accordance with the Bidding Procedures.

J. **Good Faith Purchaser.** The Sale Transaction has been negotiated by the WMLP Debtors and the Buyer (and their respective affiliates and representatives) in good faith, at arm's length and without collusion or fraud. The terms and conditions of the Sale Transaction, including the total consideration to be realized by the WMLP Debtors pursuant to the Buyer's APA are fair and reasonable, and the Sale Transaction is in the best interest of the WMLP Debtors, their creditors and their estates.

K. The Buyer is a "good faith purchaser" entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code with respect to the sale and assignment of the Kemmerer Assets and the Sale Transaction.

L. The Buyer's APA was not controlled by an agreement between potential or actual bidders within the meaning of section 363(n) of the Bankruptcy Code. The WMLP Debtors and the Buyer have not engaged in any conduct that would cause or permit the Buyer's APA or the consummation of the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Buyer is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code.

M. Cause has been shown as to why this Order should not be stayed pursuant to Bankruptcy Rules 6004(h) and 6006(d). The Buyer is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code.

N. **Transfer of Kemmerer Assets and Assumed Liabilities.** The transfer of the Kemmerer Assets and Assumed Liabilities (as such term is defined in the Buyer's APA) in accordance with the terms of this Order is integral to the Buyer's APA and is in the best interests of the WMLP Debtors, their estates and their creditors, and the WMLP Debtors have an adequate business justification therefor.

O. **Assumption and Assignment in Best Interests.** The WMLP Debtors' assumption and assignment of the Assigned Contracts pursuant to the terms of this Order is integral to the Sale Transaction and is in the best interests of the WMLP Debtors, their estates and their creditors, and represents the WMLP Debtors' exercise of reasonable business judgment. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyer notwithstanding any provision of the Assigned Contracts or other restriction prohibiting their assignment or transfer.

P. **Cure/Adequate Assurance.** The WMLP Debtors have met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The WMLP Debtors have provided adequate assurance (within the meaning of section 365(b)(1))

of the Bankruptcy Code) of cure of any default existing prior to the Closing Date under any of the Assigned Contracts. The Buyer has provided adequate assurance of its future performance of and under the Assigned Contracts, within the meaning of section 365(b)(1)(C) of the Bankruptcy Code (including to the extent, if any, modified by section 365(b)(3) of the Bankruptcy Code).

Q. **Free and Clear.** The sale and assignment of the Kemmerer Assets to the Buyer will be, as of the Closing Date, a legal, valid and effective transfer of such assets, and each such transfer and assignment shall, upon the Closing Date, vest the Buyer with all right, title and interest of the WMLP Debtors to the Kemmerer Assets free and clear of all Liens and Excluded Liabilities (as such terms are defined in the Buyer's APA), with any such Liens or Excluded Liabilities to attach to the net proceeds to be received by the WMLP Debtors in the same priority and subject to the same defenses and avoidability, if any, as were in existence on the Closing Date. The Buyer would not enter into the Sale Transaction if the sale of the Kemmerer Assets were not free and clear of all Liens and Excluded Liabilities, or if the Buyer would, or in the future could, be liable for any such Liens or Excluded Liabilities.

R. **Satisfaction of 363(f) Standards.** The WMLP Debtors may sell and assign the Kemmerer Assets free and clear of all liens or other interests in the Kemmerer Assets, because, with respect to each creditor asserting a Lien, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Liens who did not object or who withdrew their objections to the Sale Transaction or any Assumption/Assignment Notice are deemed to have consented to the Sale Motion and the sale and assignment of the Kemmerer Assets to the Buyer under section 363(f)(2) of the Bankruptcy Code. Those holders of liens or other interests in the Kemmerer Assets who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their liens or other interests (if any) attach to the net proceeds of the Sale Transaction ultimately attributable to the Kemmerer Assets in which such holders allege

a lien or other interest, in the same order of priority, with the same validity, force and effect that such holder had prior to the Sale Transaction, and subject to any claims and defenses the WMLP Debtors and their estates may possess with respect thereto.

S. **No Successor Liability.** The Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, principals, directors, officers and shareholders (or equivalent) shall have no obligations with respect to any liabilities of the WMLP Debtors other than the Assumed Liabilities.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. **Relief Granted.** The relief requested in the Sale Motion is granted as set forth herein.

2. **Objections Overruled.** All objections and responses to the Sale Motion, this Order or the relief granted herein that have not been overruled, withdrawn, waived, settled or otherwise resolved, are hereby overruled and denied on their respective merits with prejudice.

3. **Notice.** Notice of the Sale Motion, including without limitation, the transactions set forth in the Buyer's APA and the assumption and assignment of the Assigned Contracts, the Auction, the Sale Hearing and the Sale Transaction, was fair and reasonable under the circumstances and complied in all respects with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006 and 9007 and Rule 5 of and Exhibit C to the Complex Case Procedures.

4. **Approval of Buyer's APA.** The Buyer's APA and the Sale Transaction are hereby approved and authorized in all respects, and the WMLP Debtors are hereby authorized and empowered to enter into, and to perform their obligations under, the Buyer's APA and to execute and perform such agreements or documents, and take such other actions as are necessary or desirable to effectuate the terms of the Buyer's APA.

5. **Good Faith Buyer.** The Buyer is a good faith purchaser of the Kemmerer Assets and is hereby granted and is entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification or vacatur shall not affect the validity and enforceability of any sale, transfer or assignment under the Buyer's APA or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal prior to the Closing Date) and, notwithstanding any reversal, modification or vacatur, any sale, transfer or assignment, shall be governed in all respects by the original provisions of this Order or the Buyer's APA, as the case may be.

6. **Section 363(n) of the Bankruptcy Code.** The sale approved by this Order is not subject to avoidance or any recovery or damages pursuant to section 363(n) of the Bankruptcy Code.

7. **Authorization of Performance by the WMLP Debtors.** The WMLP Debtors are authorized to fully perform under, consummate and implement the terms of the Buyer's APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Buyer's APA, this Order and the Sale Transaction, including, without limitation, deeds, assignments, stock powers, transfers of membership interests and other instruments of transfer and to take all further actions as may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to possession any or all of the Kemmerer Assets, as may be necessary or appropriate to the performance of the

WMLP Debtors' obligations as contemplated by the Buyer's APA, without any further corporate action or orders of the Bankruptcy Court.

8. The WMLP Debtors are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements or amendments necessary or appropriate to effectuate the transactions contemplated by the Buyer's APA, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the WMLP Debtors may determine are necessary or appropriate.

9. **Valid Transfer.** Effective as of the Closing, the sale and assignment of the Kemmerer Assets and the Assigned Contracts by the WMLP Debtors to the Buyer shall constitute a legal, valid and effective transfer of the Kemmerer Assets and the Assigned Contracts notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest of the WMLP Debtors in and to the Kemmerer Assets, free and clear of all liens and other interests (other than those liens or interests assumed under the Buyer's APA), pursuant to section 363(f) of the Bankruptcy Code.

10. **The Debtors Shall Not Retain Liability for Assigned Contracts and Assumed Liabilities.** Effective on the Closing, (a) the assumption of the Assigned Contracts and the Assumed Liabilities by the Buyer constitutes a legal, valid, effective, complete and absolute sale, conveyance and transfer from the Seller to the Buyer of any and all Liabilities relating to, in connection with or arising under the Assigned Contracts and Assumed Liabilities and (b) the WMLP Debtors shall have no liability to Buyer, any governmental agency, surety or any other person for any Liabilities with respect to the Assigned Contracts and such Assumed Liabilities (which shall, for the avoidance of doubt, include, among other things, all Liabilities

arising under or relating to (x) any Environmental Laws and (y) the Transferred Permits/Licenses, including such liabilities thereunder arising out of or relating to all Reclamation and post-mining Liabilities of the Business and Assets).

11. Further, it is the Parties' express intention that the Sale Transaction be, and be treated for all purposes, as an absolute sale, conveyance and transfer of all Liabilities relating to, in connection with or arising under the Assigned Contracts and Assumed Liabilities.

12. **Free and Clear.** Except to the extent specifically provided in the Buyer's APA, upon the Closing, the WMLP Debtors shall be, and hereby are, authorized, empowered and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell the Kemmerer Assets and assign the Assigned Contracts to the Buyer. The sale and assignment of the Kemmerer Assets and the assignment of the Assigned Contracts to the Buyer vests the Buyer with all right, title and interest of the WMLP Debtors to the Kemmerer Assets free and clear of any and all Liens, Excluded Liabilities and other liabilities or interests of any kind or nature whatsoever, whether imposed by agreement, understanding, law, equity or otherwise, with all such Liens to attach only to the net proceeds of the sale with the same priority, validity, force and effect as they now have in or against the Kemmerer Assets. The Sale Motion shall be deemed to provide sufficient notice as to the sale and assignment of the Kemmerer Assets free and clear of all Liens and Excluded Liabilities in accordance with the Bankruptcy Code, Bankruptcy Rules and Complex Case Procedures. Following the Closing, no holder of any Lien on the Kemmerer Assets may interfere with the Buyer's use and enjoyment of the Kemmerer Assets based on or related to such Lien or any actions that the WMLP Debtors may take in their chapter 11 cases.

13. The provisions of this Order authorizing the sale and assignment of the Kemmerer Assets free and clear of Liens and the Excluded Liabilities, shall be self-executing, and neither the WMLP Debtors nor the Buyer shall be required to execute or file releases,

termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Order.

14. **Direction to Creditors.** On the Closing Date, each of the WMLP Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens on the Kemmerer Assets, if any, as such Liens may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, lis pendens or other documents, instruments, notices or agreements evidencing any Lien against or in the Kemmerer Assets shall not have delivered to the WMLP Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Kemmerer Assets, then with regard to the Kemmerer Assets, (a) the WMLP Debtors and/or the Buyer are authorized to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to the Kemmerer Assets; and (b) the WMLP Debtors and/or Buyer are authorized to file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens against the Kemmerer Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal or foreign government agency, department or office.

15. **Direction to Government Agencies.** Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official and any other persons or entities that may be required by operation of law or the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Kemmerer Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the

Buyer's APA and this Order. All such entities described above in this paragraph are authorized and specifically directed to strike all recorded Liens against the Kemmerer Assets from their records.

16. **Direction to Surrender Possession or Control.** All persons or entities, presently or on or after the Closing Date, in possession or control of some or all of the Kemmerer Assets are directed to surrender possession or control of the Kemmerer Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

17. **Licenses and Permits.** To the extent provided in the Buyer's APA and available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and any other governmental authorization or approval of the WMLP Debtors with respect to the Kemmerer Assets and the Assigned Contracts, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date. To the extent any license or permit necessary for the operation of the business is determined not to be an executory contract assumable and assignable under section 365 of the Bankruptcy Code, the Buyer shall apply for and obtain any necessary license or permit promptly after the Closing Date, and such licenses or permits of the WMLP Debtors shall remain in place for the Buyer's benefit until new licenses and permits are obtained.

18. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Kemmerer Assets sold, transferred or conveyed to the Buyer on account of the filing or pendency of this chapter 11 cases or the consummation of the transactions contemplated by the Buyer's APA.

19. **No Successor Liability.** The Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals and shareholders (or equivalent) are not and shall not be (a) deemed a "successor" in any respect to

the WMLP Debtors or their estates as a result of the consummation of the Sale Transaction contemplated by the Buyer's APA or any other event occurring in the chapter 11 cases under any theory of law or equity, (b) deemed to have, de facto or otherwise, merged or consolidated with or into the WMLP Debtors or their estates, (c) deemed to have a common identity with the WMLP Debtors, (d) deemed to have a continuity of enterprise with the WMLP Debtors or (e) deemed to be a continuation or substantial continuation of the WMLP Debtors or any enterprise of the WMLP Debtors. The Buyer shall not assume, nor be deemed to assume or in any way be responsible for any liability or obligation of any of the WMLP Debtors and/or their estates including, but not limited to, any Excluded Liabilities, any bulk sales law, successor liability, liability or responsibility for any claim against the WMLP Debtors or against an insider of the WMLP Debtors, or similar liability except as otherwise expressly provided in the Buyer's APA, and the Sale Motion contains sufficient notice of such limitation in accordance with applicable law. Except for the Assumed Liabilities, the transfer of the Kemmerer Assets and the Assigned Contracts to the Buyer under the Buyer's APA shall not result in (x) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals and shareholders (or equivalent) or the Kemmerer Assets, having any liability or responsibility for any claim against the WMLP Debtors or against an insider of the WMLP Debtors (including, without limitation, Excluded Liabilities); (y) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals and shareholders (or equivalent) or the Kemmerer Assets, having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Liens or Excluded Liability; or (z) the Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals and shareholders (or equivalent) or the Kemmerer Assets, having any liability or responsibility to the WMLP Debtors except as is expressly set forth in the Buyer's APA.

20. **No Bulk Sales; No Brokers.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction. No brokers were involved in consummating the Sale Transaction, and no brokers' commissions are due to any person or entity in connection with the Sale Transaction. The Buyer is not, and will not become, obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the Sale Transaction based upon any arrangement made by, or on behalf of, the WMLP Debtors.

21. **Assumption and Assignment of Assigned Contracts.** Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Sale Transaction, the WMLP Debtors' assumption and assignment of the Assigned Contracts to the Buyer free and clear of all Liens and Excluded Liabilities pursuant to the terms set forth in the Buyer's APA, as modified by the terms of any amendments reached directly by the Buyer with the respective counterparty, is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code (including to the extent, if any, modified by section 365(b)(3) of the Bankruptcy Code) with respect thereto are hereby deemed satisfied. Each counterparty to the Assigned Contracts is hereby forever barred, estopped and permanently enjoined from raising or asserting against the WMLP Debtors or the Buyer, or the property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown, liquidated or unliquidated senior or subordinate) arising under or out of, in connection with, or in any way related to the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing.

22. **Adequate Assurance.** The Buyer has provided adequate assurance of its future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including to the extent, if any, modified by section 365(b)(3) of the Bankruptcy Code). All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the WMLP Debtors' assumption and assignment to the Buyer of the Assigned Contracts have been satisfied.

23. **Anti-Assignment Provisions Unenforceable.** No sections or provisions of the Assigned Contracts that purport to (a) prohibit, restrict or condition WMLP Debtors' assignment of the Assigned Contracts, including, but not limited to, the conditioning of such assignment on the consent of the nondebtor party to such Assigned Contracts; (b) authorize the termination, cancellation or modification of the Assigned Contracts based on the filing of a bankruptcy case, the financial condition of the WMLP Debtors or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the WMLP Debtors; or (d) provide for additional payments, penalties, conditions, renewals, extensions, charges or other financial accommodations in favor of the nondebtor third party to the Assigned Contracts, or modification of any term or condition upon the assignment of an Assigned Contract or the occurrence of the conditions set forth in subsection (b) above, shall have any force and effect, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code. The entry of this Order constitutes the consent of the nondebtor parties to the Assigned Contracts to the WMLP Debtors' assumption and assignment of such agreements to the Buyer. All Assigned Contracts shall remain in full force and effect, without

existing default(s), subject only to payment of the appropriate cure amount, if any, by the Buyers.

24. **No Fees for Assumption and Assignment.** There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Buyer, its successors or assigns or the WMLP Debtors as a result of the assumption and assignment of the Assigned Contracts.

25. **Cure Costs.** All defaults or other obligations shall be deemed cured by the Buyer's payment or other satisfaction of the cure amounts, if any, associated with the Assigned Contracts (the "Cure Costs").

26. **Notice of Assumption and Assignment.** The WMLP Debtors have served all of the nondebtor counterparties to the Assigned Contracts, identified on the lists the WMLP Debtors have filed with the Bankruptcy Court, by first class mail, an Assumption/Assignment Notice that included (a) the title of the Assigned Contract, (b) the name of the counterparty to the Assigned Contract, (c) any applicable Cure Costs, (d) the deadline by which any such Assigned Contract counterparty must file an objection ("Cure Objection") to the proposed assumption and assignment. No other or further notice is required.

27. **Objections to Assumption and Assignment.** Except as provided herein, all Cure Objections have been overruled, withdrawn, waived, settled or otherwise resolved. Any Cure Objections as to applicable Cure Costs that have not been resolved by the parties may be heard at a later date as set by the Bankruptcy Court. The pendency of a dispute relating to a particular Assigned Contract shall not prevent or delay the assumption and assignment of any other Assigned Contract or the closing of the Sale Transaction.

28. Any nondebtor counterparty to the Assigned Contract designated for the WMLP Debtors' assumption and assignment to the Buyer that has not filed an Objection on or before the deadline as set forth in the relevant Assumption/Assignment Notice shall thereafter be barred from objecting or asserting monetary or non-monetary defaults with respect to any such Assigned Contract, and such Assigned Contract shall be deemed assumed by the WMLP Debtors and assigned to the Buyer on the Closing Date.

29. **Direction to Assigned Contracts Counterparties.** All counterparties to the Assigned Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Buyer for, any instruments, applications, consents or other documents that may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale Transaction.

30. **Amendments.** Subject to the terms of the Buyer's APA, the Buyer's APA and any related agreements may be waived, modified, amended or supplemented by agreement of the WMLP Debtors and the Buyer, without further action or order of the Bankruptcy Court; provided, however, that any such waiver, modification, amendment or supplement does not have a material and adverse effect on the WMLP Debtors and their estates. The WMLP Debtors and the Buyer are expressly authorized, without further order of the Bankruptcy Court, to execute an amendment to Buyer's APA to provide for the Closing to occur on one or more Closing Dates. Any material modification, amendment or supplement to the Buyer's APA that has an adverse effect on the WMLP Debtors and their estates must be approved by order of the Bankruptcy Court following a motion on notice to all interested parties.

31. **Failure to Specify Provisions.** The failure specifically to include any particular provisions of the Buyer's APA or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court, the WMLP Debtors and the Buyer that the Buyer's APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

32. **Binding Order.** This Order and the Buyer's APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the WMLP Debtors and the Buyer, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the WMLP Debtors' estates or any trustee appointed in a chapter 7 case if this case is converted from chapter 11, all creditors of any WMLP Debtor (whether known or unknown), all nondebtor parties to any Assigned Contracts, filing agents, filing officers, title agents, recording agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Kemmerer Assets. The Buyer's APA and Sale Transaction shall not be subject to rejection or avoidance under any circumstances. This Order and the Buyer's APA shall inure to the benefit of the WMLP Debtors, their estates, their creditors, the Buyer and its respective successors and assigns.

33. **Allocation of Consideration.** Except as provided in the Buyer's APA, all rights of the respective WMLP Debtors' estates with respect to the allocation of

consideration received from the Buyer in connection with the Sale Transaction (including, without limitation, the value of the assumption of the Assumed Liabilities) are expressly reserved for later determination by the Bankruptcy Court and, to the extent consideration is received by any WMLP Debtor that is determined to be allocable to another WMLP Debtor, the recipient WMLP Debtor shall be liable to such other WMLP Debtor for a claim with the status of an expense of administration in the case of the recipient WMLP Debtor under section 503(b) of the Bankruptcy Code.

34. **No Stay of Order.** Notwithstanding Bankruptcy Rules 6004 and 6006, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Time is of the essence in closing the Sale Transaction referenced herein, and the WMLP Debtors and the Buyer intend to close the Sale Transaction as soon as practicable. Any party objecting to this Order must exercise due diligence in filing an appeal, pursuing a stay and obtaining a stay prior to the Closing or risk its appeal being foreclosed as moot.

35. **Lift of Automatic Stay.** The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the WMLP Debtors to the extent necessary, without further order of the Bankruptcy Court, to allow the Buyer to deliver any notice provided for in the Buyer's APA and allow the Buyer to take any and all actions permitted under the Buyer's APA, including, without limitation, terminating the Buyer's APA, in each case in accordance with the terms and conditions thereof.

36. **Retention of Jurisdiction.** The Bankruptcy Court shall retain exclusive jurisdiction to: (a) interpret, implement and enforce the terms and provisions of this Order and the Buyer's APA, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith, in all respects; and (b) to decide

any disputes concerning this Order and the Buyer's APA, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Buyer's APA and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Kemmerer Assets and any Assigned Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning (i) the transfer of the assets free and clear of all Liens and (ii) the absolute conveyance of the Assumed Liabilities and Assigned Contracts.

37. **Further Assurances.** From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale Transaction, including, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in the Buyer its right, title and interest in and to the Kemmerer Assets and the Assigned Contracts.

38. **Governing Terms.** To the extent this Order is inconsistent with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern. To the extent there is any inconsistency with between the terms of this Order and the terms of the Buyer's APA (including all ancillary documents executed in connection therewith), the terms of the Buyer's APA and such documents shall govern.

Dated: _____, 2019
Houston, Texas

THE HONORABLE DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE