

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 (DRJ)	
)		
Debtors.)	(Jointly Administered)	
)		

**STIPULATION AND AGREED ORDER
TO EXTEND THE OBJECTION DEADLINE
TO THE MOTION OF HYG FINANCIAL SERVICES, INC.
TO COMPEL ASSUMPTION OR REJECTION OF CONTRACT LEASES**

Westmoreland Kemmerer, Inc. (“Kemmerer”) and its debtor affiliates in the above captioned chapter 11 cases (collectively, together with Kemmerer, the “Debtors”)² and HYG Financial Services, Inc., f/k/a NMHG Financial Services, Inc. (collectively “HYG,” and together with the Debtors, the “Parties”), through their undersigned counsel, enter into this stipulation and agreed order (the “Stipulation and Order”):

WHEREAS, on January 9, 2019, HYG filed the *Motion to Compel Assumption or Rejection of Equipment Leases* [Docket No. 1008] (the “Motion to Compel”);³

WHEREAS, the current deadline to object to the Motion to Compel is January 30, 2019 (the “Objection Deadline”);

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 Westmoreland Coal Company and certain of its affiliates are also Debtors in these chapter 11 cases but are not a party to this Stipulation and Order.

³ HYG also previously filed the same pleading earlier in these chapter 11 cases at Docket No. 702. For the avoidance of doubt, the “Motion to Compel” captures both filings at Docket Nos. 702 and 1008.

WHEREAS, the Parties have agreed to extend the Objection Deadline and desire to memorialize their agreement in this Stipulation and Order.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Parties, which agreement, when “so-ordered” by the Bankruptcy Court, shall constitute an order of the Bankruptcy Court, as follows:

1. The Objection Deadline is extended through February 20, 2019, and is without prejudice to the Parties’ rights to seek further extensions of the Objection Deadline.

2. The Parties agree to not seek a hearing on the Motion to Compel prior to February 27, 2019.

5. This Stipulation and Order shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. This Stipulation and Order shall not be modified, altered, amended, or vacated without written consent of the Parties. Any such modification, alteration, amendment, or vacation, in whole or in part, shall be subject to the approval of the Bankruptcy Court.

7. This Stipulation and Order contains the entire agreement by and between the Parties with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation and Order.

8. Each of the undersigned counsel represents that she or he is authorized to execute this Stipulation and Order on behalf of her or his respective client.

9. This Stipulation and Order may be executed in multiple counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original, but all of which together shall constitute one instrument.

10. The Debtors are authorized to take all actions necessary to effectuate the relief provided by this Stipulation and Order.

11. The terms and conditions of this Stipulation and Order shall be immediately effective and enforceable upon its entry.

12. The Bankruptcy Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulation and Order.

Date: _____, 2019
Houston, Texas

IT IS SO ORDERED.

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

STIPULATED AND AGREED TO THIS 30th DAY OF JANUARY, 2019:

Houston, Texas
January 30, 2019

/s/ Patricia B. Tomasco

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