

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

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<b>IN RE:</b>	)	<b>CHAPTER 11</b>	
	)		
<b>WESTMORELAND COAL COMPANY, et</b>	)	<b>CASE NO. 18-35672 (DRJ)</b>	
<b>al.,</b>	)		
	)	<b>JOINTLY ADMINISTERED</b>	
<b>DEBTORS.</b>	)		
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**LIMITED OBJECTION OF HOPEDALE MINING LLC TO CONFIRMATION OF THE  
JOINT PLAN OF WESTMORELAND COAL COMPANY AND CERTAIN OF ITS  
DEBTOR AFFILIATES**

Hopedale Mining LLC (“Hopedale”), by counsel, files this limited objection (this “Limited Objection”) to confirmation of the Joint Plan of Westmoreland Coal Company and Certain of Its Debtor Affiliates (the “Plan”) [Doc. No. 788] filed by the above-captioned debtors (collectively, the “Debtors”). In support of this Limited Objection, Hopedale respectfully states:

1. On October 9, 2018 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
2. The Debtors filed the Plan on December 14, 2018. On December 21, 2018, the Debtors filed the Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases (the “Notice”) [Doc. No. 874]. On January 18, 2019, the Debtors filed the Supplemental Notice of (A) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by Westmoreland Coal Company and Certain of Its Debtor Affiliates Pursuant to the

Plan, (B) Cure Costs, if any, and (C) Related Procedures in Connection Therewith (the “Supplemental Notice”, together with the Notice, the “Notices”) [Doc. No. 1103].

3. The Notices identify an alleged executory contract to which Hopedale is a counterparty that the Debtors may seek to assume or assume and assign. Specifically, the Notice identifies Hopedale as being a counterparty with WCC Land Holding Company, Inc. (“WCC Land”), one of the Debtors, to an “Amendment to Coal Transfer Agreement.” Hopedale and WCC Land are parties to a Coal Transfer Agreement effective as of July 1, 2012 (as assigned and amended, the “Coal Transfer Agreement”).

4. As of the Petition Date, the Coal Transfer Agreement was an executory contract; however, the Coal Transfer Agreement expired by its terms on December 31, 2018. Therefore, the Coal Transfer Agreement is no longer executory and cannot be assumed or assumed and assigned by the Debtors. Additionally, if the Coal Transfer Agreement were executory, the cure amount is not \$0 as stated by the Debtors, but rather \$125,379.74 as reflected in Hopedale’s proof of claim filed in these chapter 11 cases.

5. Hopedale objects to confirmation of the Plan to the extent that the Debtors seek to assume or assume and assign the Coal Transfer Agreement pursuant to the Plan, or otherwise, pursuant to section 365 of the Bankruptcy Code or applicable non-bankruptcy law.

**RESERVATION OF RIGHTS**

6. Nothing in this Limited Objection is intended to be, or should be construed as, a waiver by Hopedale of any of its rights under the Coal Transfer Agreement, the Bankruptcy Code, or applicable law.

WHEREFORE, Hopedale respectfully requests that this Court (a) sustain this Limited Objection and (b) grant Hopedale such other and further relief as this Court deems just and appropriate under the circumstances.

Dated: January 31, 2019

Frost Brown Todd LLC

/s/ Mark A. Platt

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**ATTORNEYS FOR HOPEDALE MINING LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on January 31, 2019, a copy of the foregoing document was served on all parties receiving electronic notification via the Court's CM/ECF system.

/s/ Mark A. Platt

Mark A. Platt

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