

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)
)	

**WMLP DEBTORS' EMERGENCY MOTION
FOR ENTRY OF AN ORDER AUTHORIZING
AND APPROVING THE SETTLEMENT TERM SHEET BETWEEN
THE WMLP DEBTORS, THE MLP SECURED LENDERS, AND THE COMMITTEE**

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

EMERGENCY RELIEF HAS BEEN REQUESTED. IF THE COURT CONSIDERS THE MOTION ON AN EMERGENCY BASIS, THEN YOU WILL HAVE LESS THAN 21 DAYS TO ANSWER. IF YOU OBJECT TO THE REQUESTED RELIEF OR IF YOU BELIEVE THAT THE EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU SHOULD FILE AN IMMEDIATE RESPONSE.

A HEARING WILL BE HELD ON THIS MATTER ON FEBRUARY 28, 2019, AT 1:00 P.M. (CT) BEFORE THE HONORABLE DAVID R. JONES, 515 RUSK STREET, COURTROOM 400, HOUSTON, TEXAS 77002.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

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.

Westmoreland Resource Partners, LP and its subsidiaries, as debtors and debtors in possession in the above-captioned cases (collectively, the “WMLP Debtors”) respectfully state the following in support of this motion (this “Motion”).

Preliminary Statement²

1. In recent weeks, the Debtors have engaged extensively with their stakeholders regarding their strategy to address inter-estate matters. Those discussions have already unlocked significant value for the estates: on February 13, 2019, the WLB Debtors and the WMLP Debtors, together with certain of their respective secured creditors, entered into a settlement to resolve various inter-estate disputes [Docket No. 1367] (the “Intercompany Settlement”). That settlement will, subject to Court approval, resolve WMLP-related objections to the WLB Debtors’ chapter 11 plan, waive potential administrative claims against the WLB Debtors, permit the continuation of shared services, address possible tax liabilities of WMLP common unit holders related to the resolution of the WMLP Debtors’ restructuring, and allocate certain professional fees and expenses between the estates in an agreed-upon manner.

2. Since that time, the Debtors have engaged with the Committee to obtain its support for the Intercompany Settlement and the WMLP Debtors’ proposed Kemmerer sale transaction, as well as to resolve possible claims and causes of action identified in the Committee’s investigation. Those discussions have now resulted in a settlement between the WMLP Debtors, the MLP Secured Lenders, and the Committee (the “WMLP Committee Settlement”), the terms of which are set forth in a term sheet attached as **Exhibit 1** to **Exhibit A** attached hereto (the “Term Sheet”).

² Capitalized terms used but not defined in this section shall have the meanings ascribed to them elsewhere in this Motion. If such terms are not otherwise defined in this Motion, they shall have the meanings ascribed to them in the Term Sheet.

The WMLP Committee Settlement, subject to Court approval, will: (a) resolve the Committee's objections to the Intercompany Settlement; (b) secure the Committee's support for the proposed Kemmerer sale transaction; (c) provide funding to pay priority, administrative, secured, and lienholder claims; and (d) create a timeline and framework to wind down the WMLP Debtors' estates.

3. More specifically, and as detailed herein, the WMLP Committee Settlement provides a host of benefits to the estates, including:

- ***Payment of Claims.*** The MLP Secured Lenders shall consent to the WMLP Debtors' payment, in a manner of up to \$8.6 million on account of certain administrative and priority claims, including the costs of winding down the WMLP Debtors' estates up to \$2.7 million;
- ***Intercompany Settlement.*** The Committee will support the Intercompany Settlement and the releases embodied therein;
- ***Kemmerer Sale.*** The Committee shall agree to support, and to not directly or indirectly oppose, the Kemmerer Sale and the distribution of all proceeds thereunder to the MLP Agent (on behalf of the MLP Secured Lenders);
- ***WMLP Chapter 11 Plan.*** The WMLP Debtors shall file and seek confirmation of the WMLP Debtors' plan so that such plan can become effective by April 30, 2019, and thereafter promptly wind down the estates;
- ***Release of Claims.*** The Committee will release all claims and causes of action against any MLP Secured Party; and
- ***Consent to Committee Professional Fees.*** The MLP Secured Lenders shall agree not to directly or indirectly oppose the payment of fees and expenses and fee applications of certain estate professionals.

In light of the interrelated nature of the Intercompany Settlement, the Kemmerer sale transaction, and the WLB Debtors' chapter 11 plan, the WMLP Debtors respectfully request that the Court consider approval of the WMLP Committee Settlement in connection with the hearing to consider approval of such matters at 1:00 p.m. (Central Time) on February 28, 2019.

Relief Requested

4. The WMLP Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), authorizing the WMLP Debtors’ entry into the Term Sheet and approving the WMLP Committee Settlement.

Jurisdiction, Venue and Procedural Background

5. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. The WMLP Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The bases for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), and Bankruptcy Rules 2002 and 9019.

7. On October 9, 2018 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases. On October 18, 2018, the United States Trustee for the Southern District of Texas appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code [Docket No. 206] (the “Committee”).

Background

I. The WLB Debtors' Chapter 11 Plan, the Original Committee Settlement, and the Intercompany Settlement.

8. The WLB Debtors filed the initial version of their chapter 11 plan on October 25, 2018 [Docket No. 294].³ The Court entered an order approving the WLB Debtors' disclosure statement and establishing deadlines for the confirmation process on December 18, 2018 [Docket No. 841], and solicitation of the WLB Debtors' chapter 11 plan commenced shortly thereafter.

9. On January 22, 2019, the WLB Debtors and the Committee announced the terms of an amended chapter 11 plan for the WLB Debtors that the Committee was prepared to support (the "WLB Committee Settlement").⁴

10. Thereafter, on February 13, 2019, the WLB Debtors filed the *Debtors' Emergency Motion for Entry of an Order Authorizing and Approving Intercompany Settlement Term Sheet* [Docket No. 1367] (the "Intercompany Settlement Motion"), which sought approval of the Intercompany Settlement, which, if approved, would resolve all outstanding disputes between the parties thereto, and would result in the parties supporting an amended chapter 11 plan for the WLB Debtors incorporating such settlement.

11. Although the Committee was generally supportive of much of the Intercompany Settlement, the Committee raised several concerns, including that under the Intercompany Settlement the WLB Debtors agreed to release the WMLP Debtors, while the WMLP Debtors and

³ As a result of ongoing negotiations with the WMLP Debtors, the WLB Debtors' creditors, and other stakeholders and parties in interest, the WLB Debtors' chapter 11 plan has been amended twice, once prior to solicitation and once on February 22, 2019 [Docket Nos. 841, 1457]. The most recent version of that plan incorporates the terms of the Intercompany Settlement (as defined herein).

⁴ See *Second Stipulation and Agreed Order (A) Extending Challenge Period Termination Date in Final DIP Order and (B) Resolving Possible Confirmation Objections Pursuant to Settlement Term Sheet* [Docket No. 1402].

their lenders retained certain purported claims against the WLB Debtors (potentially diluting creditor recoveries at WLB). Because the Intercompany Settlement is a key component of the proposed chapter 11 plan for the WLB Debtors, a further agreement with the Committee was appropriate to ensure the Committee's support for the amended chapter 11 plan for the WLB Debtors and the Intercompany Settlement.

II. The Kemmerer Sale Process.

12. On November 15, 2019, the Court entered the *Final Order (I) Authorizing the MLP Debtors to Use Cash Collateral (II) Granting Certain Protection to Prepetition Lenders, (III) Modifying the Automatic Stay and (IV) Granting Related Relief* [Docket No. 521] (the "Final Cash Collateral Order"). Pursuant to the Final Cash Collateral Order, the MLP Secured Parties consented to the use of their cash collateral pursuant to the terms of the Final Cash Collateral Order, and the WMLP Debtors made stipulations regarding the extent, validity, and enforceability of their prepetition secured debt, as well as agreed to provide adequate protection to the MLP Secured Lenders including payment of their professional fees, superpriority adequate protection claims supported by adequate protection liens on substantially all of the WMLP Debtors' assets, the agreement to operate pursuant to an agreed budget, the agreement to pursue a sale process in accordance with established milestones, and acknowledging the MLP Secured Parties' right to credit bid, subject to section 363(k), their prepetition and adequate protection claims in connection with a sale of estate assets. The WMLP Debtors also agreed to release the MLP Secured Parties.

13. Those stipulations and releases were subject to the right of the Committee to investigate and, if appropriate, to challenge such matters. The Committee's original deadline to assert a challenge was January 7, 2019. In an effort to foster a consensual resolution, the parties extended that deadline on different occasions through February 28, 2019.

14. In the final stages of the investigation, the Committee notified the WMLP Debtors and the MLP Secured Lenders of certain parcels of unencumbered real estate, possible lien perfection defects, claims and causes of action against the MLP Secured Lenders, and certain other concerns. The MLP Secured Lenders disputed the colorability and materiality of the Committee's claims and also noted that any lien perfection defects would be cured by the adequate protection claims and liens granted to the MLP Secured Parties under the Final Cash Collateral Order. The Committee, in turn, disputed that the MLP Secured Lenders would be allowed an adequate protection claim and also notified the WMLP Debtors and the MLP Secured Parties that, absent a consensual resolution, the Committee planned to seek standing to pursue such claims and causes of action, a development that could have negatively affected the Kemmerer sale process.

III. Summary of the Material Terms of the WMLP Committee Settlement.

15. The WMLP Debtors have continued to work closely with the Committee and other parties in interest regarding the Kemmerer sale motion to resolve the Committee's outstanding concerns. Those productive discussions have resulted in the WMLP Committee Settlement, which resolves all issues between the parties related to the Intercompany Settlement, the Kemmerer sale motion, and the WLB Debtors' chapter 11 plan. This WMLP Committee Settlement also sets forth the terms and conditions for a potential chapter 11 plan for the WMLP Debtors that would be supported by the WMLP Debtors, their secured creditors, and the Committee:⁵

- ***Postpetition Administrative Claims.*** The MLP Secured Lenders have agreed to consent, subject to an approved budget, to the payment of all postpetition administrative claims (including any net working capital adjustment under the Kemmerer or Oxford sales, whether or not such working capital adjustment is reflected in the approved budget);

⁵ The following summary is provided for illustrative purposes only and is qualified in its entirety by reference to the Term Sheet. In the event of any inconsistency between this summary and the Term Sheet, the Term Sheet controls in all respects.

- **Payment of Claims.** Subject to the payment of postpetition administrative claims, the MLP Secured Lenders shall consent to the WMLP Debtors' payment, in an amount of up to \$8.6 million (the "Settlement Amount") (plus an \$800,000 contingency reserve) for the payment of administrative, priority, and other senior claims. Twenty-five percent of the remaining Settlement Amount after payment of such claims shall be available for distribution in a manner to be agreed by the WMLP Debtors and the Committee in accordance with the chapter 11 plan for the WMLP Debtors;
- **Kemmerer Sale.** The Committee shall agree to support, and to not directly or indirectly oppose, the Kemmerer Sale and the distribution of all proceeds thereunder to the MLP Agent (on behalf of the MLP Secured Lenders);
- **WMLP Chapter 11 Plan.** The WMLP Debtors shall file and seek confirmation of the WMLP Debtors' plan so that such plan can become effective by April 30, 2019, and thereafter promptly wind down the estates;
- **Release of Claims.** The Committee will release all claims and causes of action against any MLP Secured Party;
- **Consent to Professional Fees.** The MLP Secured Lenders shall agree not to directly or indirectly oppose the payment of fees and expenses and fee applications of certain estate professionals;
- **Avoidance Actions.** To the extent the Kemmerer Purchaser purchases any Avoidance Actions against holders of general unsecured claims, the WMLP Debtors and MLP Secured Lenders shall use best efforts to cause the Kemmerer Purchaser to waive such claims, and if the Kemmerer Purchaser does not purchase any such Avoidance Actions, the WMLP Debtors' chapter 11 plan shall provide for the waiver of any Avoidance Actions against holders of general unsecured claims against the WMLP Debtors, to the extent not already waived pursuant to the Oxford sale; and
- **Assumption and Assignment.** The parties shall work in good faith with the Kemmerer Purchaser to effectuate the assumption and assignment (including payment of all associated undisputed cure obligations) to the Kemmerer Purchaser of all trade agreements that the Kemmerer Purchaser determines is integral to the operation of the Kemmerer Assets.

16. After extensive discussions between the WMLP Debtors, the MLP Secured Lenders, and the Committee, the parties have agreed to the WMLP Committee Settlement, which resolves the Committee's potential lien challenge (including a potential adequate protection dispute), outstanding concerns regarding the Intercompany Settlement and Kemmerer sale motion,

and ensures the support of the parties with respect to the WLB Debtors' and WMLP Debtors' respective chapter 11 plans. Accordingly, the WMLP Debtors have determined that the settlement is in the best interest of both their estates, and seek authorization from the Court to effectuate the WMLP Committee Settlement and implement its terms consistent with the Term Sheet.

Basis for Relief

17. Bankruptcy Rule 9019(a) provides, in relevant part: “On motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee, . . . and indenture trustee as provided in Rule 2002 and to any other entity as the court may direct.” Fed. R. Bankr. P. 9019(a).

18. “To minimize litigation and expedite the administration of a bankruptcy estate, compromises are favored in bankruptcy.” *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996) (internal quotations omitted). Settlements are considered a “normal part of the process of reorganization” and a “desirable and wise method[s] of bringing to a close proceedings otherwise lengthy, complicated, and costly.” *Rivercity v. Herpel (In re Jackson Brewing Co.)*, 624 F.2d 599, 602 (5th Cir. 1980) (citations omitted) (decided under the Bankruptcy Act).

19. Pursuant to Bankruptcy Rule 9019(a), a bankruptcy court may, after appropriate notice and a hearing, approve a compromise or settlement so long as the proposed settlement is fair, equitable, and in the best interest of the estate. *See In re Age Ref. Inc.*, 801 F.3d 530, 540 (5th Cir. 2015). Ultimately, approval of a compromise is within the “sound discretion” of the bankruptcy court. *United States v. AWECO, Inc. (In re AWECO, Inc.)*, 725 F.2d 293, 297 (5th Cir. 1984); *see also Jackson Brewing Co.*, 624 F.2d 599, 602-603 (same).

20. Generally, the role of the bankruptcy court is not to decide the issues in dispute when evaluating a settlement. *Watts v. Williams*, 154 B.R. 56, 59 (S.D. Tex. 1993). Instead, the

court should determine whether the settlement as a whole is fair and equitable. *Protective Comm. for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968).⁶

21. The standard set forth under Bankruptcy Rule 9019(a) is similar to the requirements for relief of section 363(b)(1) of the Bankruptcy Code.⁷ It is well established in this jurisdiction that a debtor may use property of the estate outside the ordinary course of business if there is a good business reason for doing so. *See, e.g., ASARCO, Inc. v. Elliott Mgmt. (In re ASARCO, L.C.C.)*, 650 F.3d 593, 601(5th Cir. 2011) (“[F]or the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors, and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”) (quoting *In re Cont’l Air Lines, Inc.*, 780 F.3d 1223, 1226 (5th Cir. 1986)); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1308 (5th Cir. 1985) (holding that the standard to assume a lease is the business judgment standard).

22. “Great judicial deference is given to the [debtor’s] exercise of business judgment.” *GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd. (In re State Park Bldg. Grp., Ltd.)*, 331 B.R. 251, 254 (Bankr. N.D. Tex. 2005). “As long as [the decision] appears to enhance a debtor’s estate, court approval of a debtor-in-possession’s decision . . . should only be withheld if the debtor’s judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.” *Richmond Leasing Co.*, 762 F.2d at 1309.

⁶ Further, under section 105(a) of the Bankruptcy Code, the Court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” Authorizing the WMLP Debtors to proceed with the WMLP Committee Settlement falls squarely within the spirit of Bankruptcy Rule 9019, if not the letter, as well as the Bankruptcy Code’s predilection for compromise. Thus, to the extent necessary, section 105(a) relief is appropriate in this instance and would best harmonize the settlement processes contemplated by the Bankruptcy Code.

⁷ The Bankruptcy Code authorizes a debtor in possession to “use, sell, or lease, other than in the ordinary course of business, property of the estate,” after notice and a hearing. 11 U.S.C. § 363(b)(1).

23. The Fifth Circuit has established a three-factor balancing test under which bankruptcy courts are to analyze proposed settlements. The factors a court must consider in determining whether a compromise is “fair, equitable, and within the best interest of the estate are: ‘(1) the probability of success in litigating the claim subject to settlement, with due consideration for the uncertainty in fact and law; (2) the complexity and likely duration of litigation and any attendant expense, inconvenience, and delay; and (3) all other factors bearing on the wisdom of the compromise.’” *In re Roqumore*, 393 B.R. 474, 479 (Bankr. S.D. Tex. 2008) (citing the factors set forth by the court in *Jackson Brewing*); *see also Age Ref. Inc.*, 801 F.3d at 540 (same).

24. Under the rubric of the third factor referenced above, the Fifth Circuit has specified two additional factors that bear on the decision to approve a proposed settlement. **First**, the court should consider “the paramount interest of creditors with proper deference to their reasonable views.” *Conn. Gen. Life Ins. Co. v. United Cos. Fin. Corp. (In re Foster Mortg. Corp.)*, 68 F.3d 914, 917 (5th Cir. 1995); *see also Age Ref. Inc.*, 801 F.3d at 540 (noting the *Foster Mortgage* factors). “While the desires of the creditors are not binding, a court ‘should carefully consider the wishes of the majority of the creditors.’” *Foster Mortgage*, 68 F.3d at 917 (quoting *In re Transcontinental Energy Corp.*, 764 F.2d 1296, 1299 (9th Cir. 1985)). **Second**, the court should consider the “extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion.” *Age Ref. Inc.*, 801 F.3d at 540; *Foster Mortg. Corp.*, 68 F.3d at 918 (citations omitted).

25. The WMLP Debtors respectfully submit that the WMLP Committee Settlement satisfies the standards for approval pursuant to Bankruptcy Rule 9019 and section 363 of the Bankruptcy Code, and that the Court should therefore approve the WMLP Committee Settlement. The WMLP Committee Settlement, which is the product of extensive good-faith, arm’s-length

discussions between the WMLP Debtors, the MLP Secured Lenders, and the Committee, resolves the Committee's potential lien challenge (including a potential adequate protection dispute) as well as outstanding concerns regarding the Intercompany Settlement and the Kemmerer sale motion and, by extension, obviates possible litigation between the estates. In doing so, the WMLP Committee Settlement clears the way for the proposed Kemmerer sale transaction. The WMLP Committee Settlement will also resolve possible disputes regarding the Intercompany Settlement, which is a pre-condition to confirmation of the WLB Debtors' chapter 11 plan. Finally, the WMLP Committee Settlement provides funding for administrative, priority, and other senior claims, which claims are intended to be paid pursuant to a chapter 11 plan. The foregoing will clear the way for the Kemmerer sale while also permitting the WMLP Debtors to wind down their affairs and pay claims in a prudent, responsible manner. Accordingly, the WMLP Debtors respectfully request that the Court approve the WMLP Committee Settlement and authorize the WMLP Debtors to enter into the Term Sheet.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

26. To implement the foregoing successfully, the WMLP Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the WMLP Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Emergency Consideration

27. Pursuant to Bankruptcy Local Rule 9013-1(i), the WMLP Debtors respectfully request emergency consideration of this Motion. The hearings on the Kemmerer sale motion, the WLB Debtors' plan confirmation, and the Intercompany Settlement Motion are each scheduled to take place on February 28, 2019. In light of the interrelated nature of the foregoing matters, as well as the level of consensus for such matters from the WMLP Debtors and the Committee, the

WMLP Debtors respectfully request that the Court consider the relief requested in this Motion on an emergency basis so the WMLP Committee Settlement may be heard on February 28, 2019.

Notice

28. The WMLP Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the Official Committee of Unsecured Creditors; (c) the indenture trustee under the WLB Debtors' 8.75% senior secured notes due 2022; (d) the ad hoc group of lenders under the WLB Debtors' prepetition term loan facility due 2020 and the WLB Debtors' 8.75% senior secured notes due 2022; (e) the administrative agent under the WLB Debtors' prepetition term loan facility due 2020; (f) the administrative agent under the WMLP Debtors' term loan facility due 2018; (g) the ad hoc committee of certain lenders under the WMLP Debtors' term loan facility due 2018; (h) the administrative agent under the WLB Debtors' debtor-in-possession financing facility; (i) the lenders under the WLB Debtors' debtor-in-possession financing facility; (j) any statutory committee appointed in these cases; (k) the United States Attorney's Office for the Southern District of Texas; (l) the Internal Revenue Service; (m) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (n) the offices of the attorneys general for the states in which the Debtors operate; (o) the Securities and Exchange Commission; (p) any party that has requested notice pursuant to Bankruptcy Rule 2002. The WMLP Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the WMLP Debtors respectfully request that the Court enter the Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas
February 25, 2019

/s/ Matthew D. Cavanaugh

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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*

Certificate of Service

I certify that on February 25, 2019, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh