

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

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|---|---|---------------------------|
| In re:  | ) |                           |
|   | ) | Chapter 11                |
|   | ) |                           |
| WESTMORELAND COAL COMPANY, <i>et al.</i> , <sup>1</sup> | ) | Case No. 18-35672 (DRJ)   |
|   | ) |                           |
| Debtors.  | ) | (Jointly Administered)    |
|   | ) |                           |
|   | ) | <b>Re: Docket No. ___</b> |

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**ORDER AUTHORIZING AND APPROVING  
THE SETTLEMENT TERM SHEET BETWEEN  
THE WMLP DEBTORS, THE MLP SECURED LENDERS, AND THE COMMITTEE**

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Upon the motion (the “Motion”)<sup>2</sup> of the WMLP Debtors for entry of this Order, approving a settlement consistent with the Term Sheet (the “WMLP Committee Settlement”) attached hereto as **Exhibit 1**, by and among the WMLP Debtors, the MLP Secured Lenders, and the Committee, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1409; and this Court having found that the parties negotiated the terms and conditions of the WMLP Committee Settlement in good faith, at arm’s length, and free of any collusion; and this Court having found that the terms and conditions of the WMLP Committee Settlement are fair, equitable, reasonable and in the best interests of the

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<sup>1</sup> 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](http://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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

WMLP Debtors, their respective estates, creditors and equity holders, and is a valid and sound exercise of the business judgment of the WMLP Debtors and should be approved; and this Court having found that the WMLP Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having found that there is good cause for waiving the stay referred to in Bankruptcy Rule 6004(h), to the extent it is applicable; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT.

1. The Motion is granted as provided herein.
2. The terms of the WMLP Committee Settlement attached hereto as **Exhibit 1** are approved.
3. The WMLP Debtors are hereby authorized and directed to effectuate the WMLP Committee Settlement consistent with the Term Sheet, and the WMLP Debtors are authorized to enter into, perform, execute, and deliver all documents, and take all actions, necessary to immediately continue and fully implement the WMLP Committee Settlement in accordance with the terms and conditions set forth in the Term Sheet, all of which are hereby approved.
4. Upon the WMLP Debtors' entry into the WMLP Committee Settlement, it shall be binding on them, their estates, and any trustee appointed in these cases.
5. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

6. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: \_\_\_\_\_, 2019  
Houston, Texas

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DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Term Sheet**

## EXECUTION VERSION

The following are the terms and conditions of a settlement (the “Settlement”) between the Official Committee of Unsecured Creditors (the “Committee”), the WMLP Debtors<sup>1</sup>, Westmoreland Resources GP, LLC (“WMGP”) and the MLP Secured Lenders (collectively, the “Parties”). This Term Sheet is dated as of February 25, 2019.

THIS TERM SHEET HAS BEEN PREPARED FOR SETTLEMENT PURPOSES ONLY AND SHALL NOT CONSTITUTE AN ADMISSION OF LIABILITY BY ANY PARTY OR CONSTITUTE A WAIVER OF ANY RIGHTS OF THE PARTIES EXCEPT AS EXPRESSLY STATED HEREIN. THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER OR SOLICITATION OF VOTES FOR OR AGAINST ANY CHAPTER 11 PLAN.

| Agreement  | Description   |
|--|---|
| <p><b>Payment of Post-Petition Administrative Expenses</b></p> | <p>Subject to (a) the occurrence of the Effective Date, and (b) the terms of the MLP Cash Collateral Order, the MLP Secured Lenders shall consent to the WMLP Debtors’ use of Cash Collateral to pay the allowed, undisputed, accrued and unpaid administrative expenses that arose or were incurred after the Petition Date and before the Outside Date in accordance with the Budget (x) in the ordinary course of business or (y) that are non-ordinary course to the extent allowed by the Bankruptcy Court under section 503(b) of the Bankruptcy Code (the “<u>Pre-Sale Administrative Expense Claims</u>”).</p> <p>Notwithstanding the foregoing and subject to (a) the occurrence of the Effective Date, and (b) the terms of the MLP Cash Collateral Order, the MLP Secured Lenders shall consent to the WMLP Debtors’ use of Cash Collateral to pay the allowed, undisputed, accrued and unpaid estate professionals (including a transaction fee of \$300,000 to Jefferies LLC) incurred after the Kemmerer Closing Date and before the Outside Date in accordance with the Budget (as defined in the MLP Cash Collateral Order), which shall be modified by the “Post-Kemmerer Sale Closing Budget” attached hereto as <u>Exhibit A</u>, which Budget shall include any net working capital adjustment whether or not included on <u>Exhibit A</u> (the “<u>Post-Sale Professional Fees</u>”, and together with the Pre-Sale Administrative Expense Claims, the “<u>Post-Petition Administrative Expense Claims</u>”).</p> <p>Except as provided in the previous paragraph, nothing in this</p> |

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the *Final Order (I) Authorizing the MLP Debtors to Use Cash Collateral Pursuant to 11 U.S.C. §363, (II) Granting Certain Protections to Prepetition Lenders Pursuant to 11 U.S.C. §§105, 361, 362, 363, and 507, (III) Modifying the Automatic Stay and (IV) Granting Related Relief* [Dkt. No. 521] (as amended from time to time in accordance with the provisions thereof, the “MLP Cash Collateral Order”).

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|                          | Term Sheet shall modify the terms of any estate professional's retention order or paragraph 7(b) of the MLP Cash Collateral Order.   |
| <b>Payment of Claims</b> | <p>Subject to the occurrence of the Effective Date, the payment of the Post-Petition Administrative Expense Claims, and the payment of the Kemmerer Distribution, the MLP Secured Lenders shall consent to the WMLP Debtors' payment of, and the WMLP Debtors shall pay, up to \$8.6 million (the "<u>Settlement Amount</u>") on account of (a) accrued and unpaid allowed claims under 503(b)(9) of the Bankruptcy Code, (b) accrued and unpaid allowed priority tax claims<sup>2</sup>, (c) accrued and unpaid allowed claims based under the Black Lung Benefits Act, (d) the costs to wind down the WMLP Debtors' chapter 11 cases (the "<u>Wind-Down</u>"), (e) accrued and unpaid allowed claims of lienholders that are party to post-petition vendor agreements and/or with liens that would otherwise prime the liens of the MLP Secured Parties ((a) through (e) collectively, the "<u>Settlement Claims</u>") authorized to be paid under the <i>Final Order (I) Authorizing the Payment of Specified Trade Claims and Outstanding Orders, and (II) Confirming Administrative Expense Priority of Outstanding Orders</i> [Dkt. No. 512]; <u>provided that</u> if the Settlement Amount is insufficient to pay the Settlement Claims, the MLP Secured Lenders shall consent to the WMLP Debtors' payment of up to an additional \$800,000 to fund the Settlement Claims (the "<u>Contingency</u>"); <u>provided further</u> that notwithstanding the Settlement Amount and the Contingency, no more than \$2.7 million can be used to fund the Wind-Down (the "<u>Wind-Down Reserve</u>").</p> <p>For the avoidance of doubt, the Settlement Amount may only be used to pay the Settlement Claims, and Settlement Claims shall not be paid from any other sources. Any surplus from the Settlement Amount in excess of the Settlement Claims shall be distributed 75% to the MLP Agent (on behalf of the MLP Secured Lenders) in accordance with this Term Sheet and 25% to be distributed in accordance with the WMLP Plan in a manner determined by the WMLP Debtors and the Committee (collectively, the "<u>Settlement Surplus</u>"); <u>provided that</u> any unused portion of the Contingency shall be distributed to the</p> |

<sup>2</sup> Any claim contemplated in preparing the "Amended Schedule 1," which was circulated on February 25, 2019, to the Parties by counsel to the MLP Secured Lenders, that is satisfied as an administrative expense claim (as opposed to a priority tax claim) shall result in a dollar-for-dollar reduction of the Settlement Amount.

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|  | MLP Agent (on behalf of the MLP Secured Lenders).  |
| <b>Reconciliation of Settlement Claims</b>         | The WMLP Debtors or the Wind-Down Administrator, as applicable, shall determine which claims constitute Settlement Claims that are entitled to payment from the Settlement Amount (the “ <u>Reconciliation</u> ”) and shall dispute, object to, compromise, or seek to recharacterize, reclassify, or disallow any such claims to the maximum extent permitted by law.   |
| <b>Wind-Down of WMLP Debtors’ Chapter 11 Cases</b> | <p>The WMLP Debtors, in consultation with the Committee, shall file a chapter 11 plan of liquidation to wind down the WMLP Debtors’ chapter 11 cases (the “<u>WMLP Plan</u>”) in accordance with this Term Sheet and seek confirmation of the WMLP Plan such that the plan can become effective by no later than April 30, 2019 (or such later date with the consent of the MLP Secured Lenders or as determined in the WMLP Plan).</p> <p>The WMLP Plan shall incorporate the terms of this Term Sheet and shall otherwise be in form and substance acceptable to the MLP Secured Lenders, the WMLP Debtors and the Committee.</p> <p>The Committee and the MLP Secured Lenders shall support, and shall not directly or indirectly oppose, the WMLP Plan.<sup>3</sup></p> <p>Gerald Tywoniuk or such other person appointed by the WMLP Debtors and the MLP Secured Lenders in consultation with the Committee shall be appointed as the liquidating trustee under the WMLP Plan or the estate representative to conduct the Wind-Down and Reconciliation (such person, the “<u>Wind-Down Administrator</u>”).</p> <p>In the event the WMLP Debtors conclude that a plan of liquidation cannot be confirmed, the WMLP Debtors, the Committee and MLP Secured Lenders shall confer in good faith regarding alternative exit strategies.</p> <p>The “<u>Outside Date</u>” shall be the earlier of (a) the effective date of the WMLP Plan, (b) the date on which the WMLP Debtors’ chapter 11 cases are converted to cases under chapter 7, (c) the date on which a final non-appealable order is entered authorizing a dismissal of the WMLP Debtors’ chapter 11 cases, and (d) April 30, 2019.</p> |
| <b>Intercompany Settlement</b>                     | Subject to approval of the Bankruptcy Court of the   |

<sup>3</sup> Individual members of the Committee reserve their rights as individual parties in interest with respect to this Term Sheet and the WMLP Plan.

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| <b>Amounts</b>  | Intercompany Settlement (as defined below), the MLP Secured Lenders shall consent to the WMLP Debtors' payment of any obligations thereunder.   |
| <b>No Payment Prior to Kemmerer Closing Date</b>          | Prior to the Effective Date, the WMLP Debtors shall not make any payments on account of the Settlement Claims unless expressly authorized by the MLP Secured Lenders; <u>provided that</u> any such payments on account of the Settlement Claims authorized by the MLP Secured Lenders shall permanently reduce the Settlement Amount on a dollar-for-dollar basis.   |
| <b>Waiver of WMLP Debtors' Claims Against WLB Debtors</b> | Upon the Effective Date, the WMLP Debtors shall waive any right to a distribution on account of any general unsecured claims against the WLB Debtors that would otherwise share in the General Unsecured Claims Amount (as defined in the Committee's settlement with the WLB Debtors [Dkt. No. 1115])).  |
| <b>Waiver of MLP Secured Lenders' Claims Against WLB</b>  | Upon the Effective Date, the MLP Secured Lenders shall waive all claims against the WLB Debtors (including (a) any section 503(b) claims or adequate protection claims in connection with the sale of the Oxford Assets (as defined in Dkt. No. 1289)) and (b) any right to a distribution on account of any general unsecured claims against the WLB Debtors that would otherwise share in the General Unsecured Claims Amount (as defined in the Committee's settlement with the WLB Debtors [Dkt. No. 1115])).   |
| <b>Kemmerer Sale and Other Estate Distributions</b>       | <p>Effective as of the date of this Term Sheet and notwithstanding anything in the bidding procedures for the Kemmerer Assets [Dkt. No. 1287] (the "<u>Kemmerer Bidding Procedures</u>") or otherwise, the MLP Agent (on behalf of the MLP Secured Lenders) may "credit bid," without the need for further Court order, for the mining properties and related assets owned by Westmoreland Kemmerer, LLC and Westmoreland Kemmerer Fee Coal Holdings, LLC (collectively, the "<u>Kemmerer Assets</u>").</p> <p>Effective as of the date of the Term Sheet, the Committee agrees to support, and to not directly or indirectly oppose, the sale(s) of the Kemmerer Assets (the "<u>Kemmerer Sale</u>") to Western Coal Acquisition Partners, LLC or to a designee of the MLP Agent (on behalf of the MLP Secured Lenders) in the event Western Coal Acquisition Partners, LLC ("<u>WCA</u>") fails to consummate the Kemmerer Sale (such purchaser of the Kemmerer Assets, the "<u>Kemmerer Purchaser</u>").</p> |

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|   | <p>Subject to the occurrence of the Effective Date, (a) \$7.5 million of cash and all non-cash proceeds of the Kemmerer Sale shall be distributed directly by the Kemmerer Purchaser to the MLP Agent (on behalf of the MLP Secured Lenders) upon the Kemmerer Closing Date (the “<u>Kemmerer Distribution</u>”), (b) any other proceeds realized by the WMLP Debtors from any other sale, disposition or monetization of any other assets of the WMLP Debtors (“<u>Other Proceeds</u>”) shall be distributed to the MLP Agent (on behalf of the MLP Secured Lenders) on the Effective Date or if such proceeds are received after the Effective Date, within three (3) days of the WMLP Debtors' receipt of such proceeds, and (c) any surplus cash of the WMLP Debtors (including the MLP Secured Lenders' portion of the Settlement Surplus but excluding the Wind-Down Reserve) after payment of Post-Petition Administrative Expense Claims, the Settlement Amount, and the Contingency (if necessary) shall be paid by the WMLP Debtors to the MLP Agent (on behalf of the MLP Secured Lenders) on a periodic basis in the reasonable discretion of the Wind-Down Administrator with all such surplus being distributed to the MLP Agent (on behalf of the MLP Secured Lenders) by December 31, 2019, which date may be extended with the consent of the MLP Secured Lenders or by the Bankruptcy Court for cause. The MLP Secured Lenders' portion of any excess funds in the Wind-Down Reserve shall be distributed to the MLP Agent (on behalf of the MLP Secured Lenders) at the conclusion of the Wind-Down.</p> <p>All distributions (including cash and non-cash consideration) made to the MLP Agent (on behalf of the MLP Secured Lenders) pursuant to this Term Sheet shall not be subject to disgorgement for any reason.</p> |
| <p><b>Kemmerer Executory Contracts/Unexpired Leases</b></p> | <p>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.</p>  |
| <p><b>Avoidance and Other Actions</b></p>                   | <p>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 Plan shall provide for the waiver of any Avoidance Actions against holders of</p>  |

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|  | <p>general unsecured claims against the WMLP Debtors, to the extent not already waived pursuant to the Oxford sale.</p>   |
| <b>Estate Professional Fees and Expenses</b> | <p>Subject to the Effective Date, the MLP Secured Lenders agree not to directly or indirectly oppose (a) the payment of the fees and expenses of the Committee Professionals allocable to the WMLP Debtors (which may include amounts incurred investigating Claims against the MLP Secured Parties in excess of the cap provided for in paragraph 20 of the MLP Cash Collateral Order) pursuant to and in accordance with the Interim Compensation Order [Dkt. No. 495], each estate professional's retention order, and paragraph 7(b) of the MLP Cash Collateral Order, (b) any interim or final fee applications filed by any of the Committee Professionals seeking payment, or (c) the payment of the fees and expenses of the WMLP Debtors' legal counsel and restructuring adviser and the Conflicts Committee's investment banker (but in each case of subclause (a), (b), and (c) without prejudice to the rights of any party-in-interest with respect to the Fee and Expense Allocation (as defined in the Interim Compensation Order)).</p> <p>Until the 9019 Motion is either denied or withdrawn, the Committee Professionals will not incur any additional fees relating to the investigation or the Challenge.</p> |
| <b>Challenge Deadline</b>                    | <p>The Challenge Period Deadline, solely with respect to the Letter Claims, shall be extended through three (3) days following the earlier of (a) the hearing on the 9019 Motion, or (b) the date the 9019 Motion is withdrawn or denied, <u>provided that</u>, if the 9019 Motion is approved, the Challenge Period Deadline shall be extended through the earlier of (x) the Effective Date and (y) April 1, 2019 (which may be extended by mutual agreement of the Parties). The Outside Challenge Period Deadline shall be one week after the Challenge Period Deadline.</p> <p>Upon the Effective Date, all Claims and Defenses against any MLP Secured Party shall be released by the Committee and the provisions of Paragraph 19 of the MLP Cash Collateral Order shall be operative and effective as against the Committee and all other parties in interest and the Claims and Defenses shall be irrevocably waived and relinquished.</p>   |
| <b>9019 Motion</b>                           | <p>The Parties shall use good faith efforts to implement this Settlement, including filing a motion seeking the entry of an order approving the Settlement under Bankruptcy Rule 9019 (the "9019 Motion"), which motion shall be heard at, or prior</p>   |

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|                        | <p>to, the commencement of the hearing to approve the Kemmerer Sale. The Parties shall use their best efforts to cause the 9019 Motion to be heard by the Bankruptcy Court by no later than February 28, 2019. The “<u>Effective Date</u>” shall be the later of (a) the date on which the order approving the 9019 Motion (the “<u>9019 Order</u>”) is approved, and (b) the date the Kemmerer Sale is consummated (the “<u>Kemmerer Closing Date</u>”).</p> <p>The 9019 Order and all documents to implement and effectuate this Settlement must be consistent with this Term Sheet and otherwise acceptable to the WMLP Debtors, the Committee and the MLP Secured Lenders in their respective sole discretion.</p>   |
| <p><b>Releases</b></p> | <p>On the Effective Date, the Committee, the WMLP Debtors, GP and each of the foregoing’s respective current and former equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals shall release and discharge the MLP Secured Parties and each of the MLP Secured Parties’ respective current and former equity holders, subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals from any and all claims, demands, liabilities, responsibilities, disputes, remedies, objections, challenges, defenses, counterclaims, setoff rights, rights to subordinate, recoupment, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof related to the Debtors (collectively, “<u>Causes of Action</u>”). For the avoidance of doubt, the foregoing releases and discharge shall exclude (a) any Cause of Action and/or obligation arising under this Settlement and (b) all obligations owed to the MLP Secured Lenders by the WMLP Debtors including the MLP Secured Obligations.</p> <p>The WMLP Plan shall contain the releases set forth in the</p> |

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|   | Intercompany Settlement (as defined below), which release shall be modified to incorporate the Committee and the members thereof as released and releasing parties, in each case, in their respective capacities as such.   |
| <b>Intercompany Settlement</b>                  | Effective as of the date of this Term Sheet, the Committee agrees to support, and to not directly or indirectly oppose, the intercompany settlement at Dkt No. 1367 (as may be amended from time to time in accordance with the terms thereof, the “ <u>Intercompany Settlement</u> ”); <u>provided that</u> if the Effective Date does not occur, then within 30 days of delivery of a Termination Notice (as defined below), the Committee may seek reconsideration of the order approving the Intercompany Settlement (the standard for any such reconsideration being as if the Settlement had not been approved) for the sole purpose of allowing the WLB Debtors (or the WLB plan administrator or claims administrator) to assert unsecured claims (if any) against the WMLP Debtors solely as a defense to any unsecured claims (if any) that the WMLP Debtors may assert against the WLB Debtors. All parties rights to challenge the Committee’s request for reconsideration are preserved. |
| <b>Binding on Successors and Assigns</b>        | This agreement will be binding upon all Parties including their respective successors and assigns (including, without limitation, any trustee or other fiduciary subsequently elected or appointed for or on behalf of any WMLP Debtor’s or GP’s estate or with respect to its property) and shall not be modified by any other order of the Bankruptcy Court (including an order converting the WMLP Debtors’ cases to cases under chapter 7, confirming a chapter 11 plan or approving a dismissal of the WMLP Debtors’ chapter 11 cases).  |
| <b>Non-Consummation of Kemmerer Sale to WCA</b> | <p>In the event the Kemmerer Sale to WCA is not consummated and the MLP Secured Lenders will not receive the Kemmerer Distribution, the MLP Secured Lenders shall have the option in their sole discretion to fund the payment of Post-Petition Administrative Expenses and the Settlement Amount (including the Contingency) in accordance with the terms of this Settlement or to terminate this Settlement by sending a written notice of termination to the Committee and the WMLP Debtors (which may be delivered by e-mail) (the “<u>Termination Notice</u>”).</p> <p>Notwithstanding anything to the contrary in this Term Sheet, if the MLP Secured Lenders send a Termination Notice, all rights of the Parties with respect to the Kemmerer Sale are reserved and the Challenge Period Deadline with respect to the Letter</p>  |

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|  | Claims shall be extended ten days following the delivery of the Termination Notice. |
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Agreed as of the date set forth above:

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| <p><i>On Behalf of the Official Committee of Unsecured Creditors</i></p> <p><u>/s/ Lorenzo Marinuzzi</u><br/>                 Michael D. Warner, Esq. (TX Bar No. 00792304)<br/> <b>COLE SCHOTZ P.C.</b><br/>                 301 Commerce Street, Suite 1700<br/>                 Fort Worth, Texas 76102<br/>                 Telephone: (817) 810-5250<br/>                 Facsimile: (817) 810-5255<br/>                 mwarner@coleschotz.com</p> <p>-and -</p> <p>Lorenzo Marinuzzi, Esq. (admitted Pro Hac Vice)<br/>                 Todd Goren, Esq. (admitted Pro Hac Vice)<br/>                 Jennifer L. Marines, Esq. (admitted Pro Hac Vice)<br/> <b>MORRISON &amp; FOERSTER LLP</b><br/>                 250 West 55th Street<br/>                 New York, New York 10019<br/>                 Telephone: (212) 468-8000<br/>                 Facsimile: (212) 468-7900<br/>                 lmarinuzzi@mofo.com<br/>                 tgoren@mofo.com<br/>                 jmarines@mofo.com</p> | <p><i>On Behalf of the WMLP Debtors and Westmoreland Resources GP, LLC</i></p> <p><u>/s/ Gregory F. Pesce</u><br/>                 James H.M. Sprayregen, P.C.<br/>                 Michael B. Slade (Bar No. 24013521)<br/>                 Gregory F. Pesce (admitted pro hac vice)<br/> <b>KIRKLAND &amp; ELLIS LLP</b><br/> <b>KIRKLAND &amp; ELLIS INTERNATIONAL LLP</b><br/>                 300 North LaSalle<br/>                 Chicago, Illinois 60654<br/>                 Telephone: (312) 862-2000<br/>                 Facsimile: (312) 862-2200<br/>                 Email: james.sprayregen@kirkland.com<br/>                 michael.slade@kirkland.com<br/>                 gregory.presce@kirkland.com</p> <p>-and-</p> <p>Edward O. Sassower, P.C.<br/>                 Stephen E. Hessler, P.C. (admitted pro hac vice)<br/> <b>KIRKLAND &amp; ELLIS LLP</b><br/> <b>KIRKLAND &amp; ELLIS INTERNATIONAL LLP</b><br/>                 601 Lexington Avenue<br/>                 New York, New York 10022<br/>                 Telephone: (212) 446-4800<br/>                 Facsimile: (212) 446-4900<br/>                 Email: edwardsassower@kirkland.com<br/>                 stephen.hessler@kirkland.com</p> <p>-and-</p> <p>Anna G. Rotman, P.C. (Bar No. 24046761)<br/> <b>KIRKLAND &amp; ELLIS LLP</b><br/> <b>KIRKLAND &amp; ELLIS INTERNATIONAL LLP</b><br/>                 609 Main Street<br/>                 Houston, Texas 77002<br/>                 Telephone: (713) 836-3600<br/>                 Email: anna.rotman@kirkland.com</p> |
| <p><i>On Behalf of the MLP Secured Lenders</i></p> <p><u>/s/ David M. Hillman</u><br/>                 Joseph E. Bain<br/>                 Texas Bar No. 24085187<br/> <b>JONES WALKER LLP</b><br/>                 811 Main Street, Suite 2900<br/>                 Houston, Texas 77002<br/>                 Tel: 713.437.1800<br/>                 Fax: 713.437.1917<br/>                 E-mail: jrbain@joneswalker.com</p> <p>-and-</p> <p>David M. Hillman (admitted pro hac vice)<br/>                 Kristine Manoukian (admitted pro hac vice)<br/>                 Lucy F. Kweskin (admitted pro hac vice)<br/> <b>SCHULTE ROTH &amp; ZABEL LLP</b><br/>                 919 Third Avenue<br/>                 New York, New York 10022<br/>                 Tel: 212.756.2000<br/>                 Fax: 212.593.5955<br/>                 David.Hillman@srz.com<br/>                 Kristine.Manoukian@srz.com<br/> <a href="mailto:Lucy.Kweskin@srz.com">Lucy.Kweskin@srz.com</a></p>                   |  |

**EXHIBIT A**

**WMLP - Professional Fee Detail****April Budget <sup>1</sup>**

(\$ in 000's)

|                                     | <b>Amount <sup>1</sup></b>    |
|-------------------------------------|-------------------------------|
| <u>Debtor Advisors <sup>2</sup></u> |                               |
| Jones Day                           | \$ 700                        |
| Lazard <sup>3</sup>                 | 150                           |
| Alvarez & Marsal                    | 300                           |
| Kirkland & Ellis                    | 250                           |
| <u>Lender Advisors</u>              |                               |
| Schulte Roth & Zabel                | 263                           |
| Dinsmore                            | -                             |
| Seward & Kissel                     | 25                            |
| Houlihan Lokey                      | 150                           |
| Keith Alessi                        | 30                            |
| Jones Walker                        | 20                            |
| Stephen D. Williams                 | -                             |
| <u>UCC Advisors</u>                 |                               |
| Morrison Foerster                   | 200                           |
| Jefferies                           | 38                            |
| BRG                                 | 21                            |
| Cole Schotz                         | 18                            |
| <u>U.S. Trustee Fees</u>            | 100                           |
| <b>Total</b>                        | <b><u><u>\$ 2,264</u></u></b> |

<sup>1</sup> Assumes that the Kemmerer transaction closes March 31st, 2019

<sup>2</sup> The Debtors (including the Conflicts Committee of Westmoreland Resources GP, LLC) and their respective professionals shall work in good faith to apportion the fees and expenses associated with the reconciliation process in an effort to reduce the total amount of projected fees and expenses in this Budget.

<sup>3</sup> Shown at full amount; half will be credited to success fee