

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

In re:

Westmoreland Coal Company, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-35672 (DRJ)

(Jointly Administered)

**MOTION OF THE WMLP DEBTORS  
FOR AN ORDER (I) AUTHORIZING THEM TO  
ASSUME AND ASSIGN CERTAIN AGREEMENTS RELATED  
TO THE OXFORD ASSETS AND (II) GRANTING RELATED RELIEF**

**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. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. 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.**

**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

TO THE CHIEF U.S. BANKRUPTCY JUDGE HONORABLE DAVID R. JONES:

Westmoreland Resource Partners, LP ("WMLP") and WMLP's direct and indirect subsidiaries (collectively with WMLP, the "WMLP Debtors"), as debtors and debtors in possession in the above-captioned cases, hereby move this Court, pursuant to sections 105 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), and Rule 6006 of the Federal

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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.

Rules of Bankruptcy Procedure (the "Bankruptcy Rules") for entry of an order authorizing the assumption and assignment to CCU Coal and Construction, LLC ("CCU") of certain of the WMLP Debtors' agreements (collectively, the "Supplemental Agreements") related to the Oxford Assets (as defined below) identified on Exhibit 1 (the "Cure Schedule") to the proposed order, attached hereto as Exhibit A (the "Proposed Order"), to the extent not already included in the "Purchased Assets," as defined in the Oxford APA (as defined below), and granting certain related relief. In support of this motion (the "Motion"), the WMLP Debtors respectfully state as follows:

### **Jurisdiction and Venue**

1. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334.

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Background**

3. On October 9, 2018 (the "Petition Date"), each WMLP Debtor – along with other affiliated entities not relevant to this pleading – filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The WMLP 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 (the "Creditors' Committee") [Docket No. 206].

4. Since commencing these chapter 11 cases, the WMLP Debtors' businesses have been substantially reduced, as the WMLP Debtors have sold various tranches of assets, including

pursuant to (a) 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* [Docket No. 1101], as approved by the order [Docket No. 1560] entered on March 3, 2019, and which sale has yet to close; and (b) the *Joint Expedited Motion of the WLB Debtors and the WMLP Debtors for Entry of an Order (I) Approving the Sale of (A) Substantially All of the Assets of Oxford Mining Company, LLC, and Certain of its Subsidiaries and (B) the Buckingham Mine, (II) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith, and (II) Granting Related Relief, Including Approval of the Related Sale Process* [Docket No. 1116] (the "Oxford Motion"), as approved by the order [Docket No. 1289] (the "Oxford Sale Order") entered on February 5, 2019, and which closed on February 11, 2019 [Docket No. 1351] (the "Closing Date"). On March 15, 2019, the WMLP Debtors filed the *Joint Plan of Liquidation for the WMLP Debtors* [Docket No. 1612], pursuant to which the WMLP Debtors have proposed to liquidate the assets remaining in their estates after the closing of the aforementioned sales.

## **Background Facts**

### ***The Oxford Sale<sup>2</sup>***

5. On January 22, 2019, the WMLP Debtors filed the Oxford Motion seeking, among other things, approval of the sale of substantially all of the assets of Oxford Mining Company, LLC (one of the WMLP Debtors) and certain of its subsidiaries (collectively, the "Oxford Assets") and bidding procedures utilized in relation thereto. Pursuant to the bidding procedures utilized in connection with the sale of the Oxford Assets (the "Oxford Sale"), the WMLP Debtors received a stalking horse bid from Sabine Pass Coal Company, LLC (the "Stalking Horse").

6. On February 1, 2019, an auction was held for the Oxford Assets. Two bidders attended the auction: the Stalking Horse and CCU, an entity affiliated with a former director of WMLP, Charles C. Ungurean. Prior to the auction, CCU submitted a higher and better bid than the Stalking Horse's bid, and during the auction the Stalking Horse declined to submit a topping bid. Upon the conclusion of the auction, the WMLP Debtors designated CCU as the successful bidder for the Oxford Assets.

7. The Bankruptcy Court held a hearing regarding the Oxford Sale on February 4, 2019. On February 5, 2019, the Bankruptcy Court entered the Oxford Sale Order approving the Oxford Sale and the terms of that certain Asset Purchase Agreement by and among CCU and the WMLP Debtors (the "Oxford APA"). The Oxford Sale closed on the Closing Date pursuant to the terms of the Oxford APA and the Oxford Sale Order.

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<sup>2</sup> The Oxford Sale (as defined below) also included the sale of certain other assets related to the Buckingham Mine; however, because those assets are not relevant to this Motion, they are not addressed herein.

***The Supplemental Agreements***

8. On February 25, 2019, the WMLP Debtors filed the *Notice of Filing of Oxford Sale Transaction Assigned Contracts List* (the "Original Contracts") [Docket No. 1490], attached to which the WMLP Debtors provided a list of executory contracts and unexpired leases identified by CCU as being necessary or beneficial to CCU's operation of the Oxford Assets.

9. Thereafter, however, CCU identified the Supplemental Agreements as also relating to the Oxford Assets but that were inadvertently not included on the list of Original Contracts that were assumed and assigned to CCU. Although it is unclear whether all of the Supplemental Agreements are, in fact, executory contracts or unexpired leases subject to section 365 of the Bankruptcy Code, to avoid any doubt, CCU has specifically requested the filing of this Motion for comfort in the form of an order approving the assumption and assignment of the Supplemental Agreements pursuant to section 365 of the Bankruptcy Code to the extent not already included in the Purchased Assets. Nevertheless, the parties reserve all rights with respect to whether the Supplemental Agreements constitute executory contracts or unexpired leases subject to section 365 of the Bankruptcy Code.

10. In addition, pursuant to section 365(b)(1)(A) of the Bankruptcy Code, the cure of any and all defaults under the Supplemental Agreements (if any) will occur via CCU's cash payment of the amount identified on Exhibit 1 to the Proposed Order for each Supplemental Agreement (any such amount, a "Cure Amount"). The WMLP Debtors further request that, upon payment of the Cure Amounts, the counterparties to the Supplemental Agreements shall be forever barred and enjoined from asserting against the either WMLP Debtors or CCU any claims for cure costs under section 365 of the Bankruptcy Code other than the Cure Amounts or such other amount as may be agreed by the parties, consistent with the terms of any Order granting this Motion.

**Relief Requested**

11. Pursuant to sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006, the WMLP Debtors request the entry of an order, substantially in the form attached as Exhibit A hereto, authorizing them to assume and assign to CCU the Supplemental Contracts, to the extent they are not already included in the Purchased Assets (as defined in the Oxford APA).

**Basis for Relief**

**A. *The Assumption and Assignment of the Supplemental Agreements is an Appropriate Exercise of the WMLP Debtors' Business Judgment and Should be Authorized***

12. Section 365(a) of the Bankruptcy Code provides that a debtor may assume or reject an executory contract or unexpired lease, subject to the Court's approval. The Fifth Circuit has adopted the business judgment rule for determining whether a debtor is justified in assuming or rejecting an executory contract. *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311–12 (5th Cir. 1985) (noting that "the question of whether a [contract or] lease should be [assumed or] rejected ... is one of business judgment") (internal quotation marks and citation omitted). The business judgment rule is a highly deferential standard. Under the business judgment rule, the decision to assume or "reject an executory contract because of a perceived business advantage requires that the decision be accepted by courts unless it is shown that the [debtor's] decision was one taken in bad faith or in gross abuse of the [debtor's] retained business discretion." *In re Idearc, Inc.*, 423 B.R. 138, 162 (Bankr. N.D. Tex. 2009) (quoting *NLRB v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982)); *see also In re Farmland Indus., Inc.*, 294 B.R. 855, 881 (Bankr. W.D. Mo. 2003) ("[M]anagement of a corporation's affairs is placed in the hands of its board of directors and officers, and the Court should interfere with their decisions only if it is made clear that those decisions are, *inter alia*, clearly erroneous, made arbitrarily, are in breach of the officers' and directors' fiduciary duty to

the corporation, are made on the basis of inadequate information or study, are made in bad faith, or are in violation of the Bankruptcy Code.").

13. In order to satisfy the business judgment rule, a debtor must carry its burden to show the proposed action is beneficial to the estate and based on sound business judgment. *See Idearc*, 423 B.R. at 162 ("Courts apply the 'business judgment test,' which requires a showing that the proposed course of action will be advantageous to the estate and the decision be based on sound business judgment."); *In re TM Vill., Ltd.*, No. 18-32770-BJH, 2019 WL 994383, at \*6 (Bankr. N.D. Tex. Feb. 27, 2019) ("Absent a showing of bad faith or an abuse of discretion [in determining whether to assume or reject an executory contract or unexpired lease], the debtor's business judgment will not be disturbed."). Once a benefit to the estate has been shown, "court approval of [the debtor'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*, 762 F.2d at 1309 (quoting *Allied Tech., Inc. v. R.B. Brunemann & Sons*, 25 B.R. 484, 495 (Bankr. S.D. Ohio 1982)).

**B. *The WMLP Debtors Have Determined that Assumption and Assignment of the Supplemental Agreements Is Appropriate under the Circumstances of this Case***

14. The WMLP Debtors' proposed assumption and assignment of the Supplemental Agreements is an appropriate exercise of the WMLP Debtors' business judgment based upon the information available to them. Specifically, each of the Supplemental Agreements relates to the Oxford Assets, which have been sold to CCU as part of the Oxford Sale, and the WMLP Debtors are currently seeking confirmation of a plan of liquidation for the remaining assets in their estates. The proposed plan of liquidation provides for rejection of executory contracts and unexpired leases that are not assumed. Accordingly, the Supplemental Agreements will provide no benefit to the WMLP Debtors' estates in the future and, instead, would be best utilized by

CCU as it continues to operate the Oxford Assets as a going concern. The WMLP Debtors have thus determined in their business judgment that the benefits associated with assuming and assigning the Supplemental Agreements significantly outweigh the costs at this time.

15. For these reasons, the WMLP Debtors believe that the assumption and assignment of the Supplemental Agreements is proper under the circumstances and should be approved. Moreover, the WMLP Debtors submit that the payment of the Cure Costs will fully satisfy the WMLP Debtors' obligations to cure outstanding defaults (if any) under the Supplemental Agreements, pursuant to section 365(b) of the Bankruptcy Code, and should be approved.

16. Pursuant to section 365(b)(1) of the Bankruptcy Code, if there has been a default under an executory contract or unexpired lease, a debtor may not assume such contract or lease unless, at the time of assumption thereof, the debtor (a) cures or provides adequate assurance that it will promptly cure the default, (b) compensates or provides adequate assurance of prompt future compensation for any pecuniary losses resulting from such default, and (c) provides adequate assurance of the debtor's future performance under such lease. *See* 11 U.S.C. § 365(b)(1). As mentioned above, the WMLP Debtors plan to provide all counterparties to the Supplemental Agreements with the respective Cure Amounts identified on the Cure Schedule.

17. Finally, pursuant to section 365(f) of the Bankruptcy Code, once a debtor has properly assumed an executory contract or unexpired lease in compliance with the above provisions, such executory contracts and unexpired leases may only be assigned if the assignee has provided adequate assurance of future performance thereunder. The WMLP Debtors respectfully submit that adequate assurance of CCU's future performance under the Supplemental Agreements has been established previously as part of the Oxford Sale.



**Request for Waiver of Bankruptcy Rule 6004(h)**

18. Bankruptcy Rule 6004(h) provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). Courts generally authorize the waiver of this provision when the particular circumstances of the case justify the waiver. *See, e.g., Yamaha Motor Co., Ltd. v. Perry Hollow Mgmt. Co., Inc. (In re Perry Hollow Mgmt. Co., Inc.)*, 297 F.3d 34, 41 (1st Cir. 2002) (holding that the bankruptcy court properly waived the stay imposed under Bankruptcy Rule 6004, because the proposed sale was fair and would preserve the value of the bankruptcy estate).

19. As described above, the relief that the WMLP Debtors seek in this Motion is necessary to allow CCU to operate the businesses related to the Oxford Assets without interruption and to avoid any doubt that such Supplemental Agreements are included in the Purchased Assets, and the WMLP Debtors' estates have no use for the Supplement Agreements since they no longer operate the related businesses. Accordingly, the WMLP Debtors respectfully request that the Court waive the 14-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

**Reservation of Rights**

20. The WMLP Debtors reserve the right to withdraw this Motion at any time at the request of CCU prior to entry of an order approving the same, and the filing of this Motion does not constitute an agreement to assume or assign any contract.

WHEREFORE, the WMLP Debtors respectfully request that the Court enter an order, substantially in the form attached as Exhibit A hereto authorizing the WMLP Debtors to assume and assign to CCU the Supplemental Agreements and granting such other and further relief to the WMLP Debtors as the Court may deem just and proper.

Dated: April 22, 2019  
Houston, Texas

Respectfully submitted,

/s/ Oliver S. Zeltner

Heather Lennox (admitted *pro hac vice*)

Oliver S. Zeltner (TX 24104000)

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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 April 22, 2019, I caused a copy of the foregoing document to be served by the Electronic Case Filing System of the United States Bankruptcy Court for the Southern District of Texas.

*/s/ Oliver S. Zeltner* \_\_\_\_\_

**Oliver S. Zeltner**

**Exhibit A**

**Proposed Order**

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

In re:

Westmoreland Coal Company, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-35672 (DRJ)

(Jointly Administered)

Re: Docket No.

**ORDER (I) AUTHORIZING THE WMLP DEBTORS  
TO (I) ASSUME AND ASSIGN CERTAIN AGREEMENTS RELATED  
TO THE OXFORD ASSETS AND (II) GRANTING RELATED RELIEF**

This matter coming before the Court on the *Motion of the WMLP Debtors for an Order (I) Authorizing Them to Assume and Assign Certain Agreements Related to the Oxford Assets and (II) Granting Related Relief* (the "Motion"),<sup>2</sup> filed by the WMLP Debtors; the Court having reviewed the Motion; the Court having found that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (c) notice of the Motion and the Hearing was sufficient under the circumstances, (d) service of the Motion provided the counterparties to the Supplemental Agreements with adequate notice of the proposed assumption and assignment thereof, (e) the proposed assumption and assignment of the Supplemental Agreements as requested in the Motion and granted herein is an appropriate exercise of the WMLP Debtors' business judgment, and (f) the proposed assumption and

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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 shall have the meanings given to them in the Motion.

assignment of the Supplemental Agreements satisfies the requirements of section 365(a), (b), and (f) of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, finds that the following order should be entered.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Motion is granted as set forth herein.
2. The WMLP Debtors are authorized to assume and assign to CCU Coal and Construction, LLC ("CCU") the Supplemental Agreements identified on Exhibit 1 (the "Cure Schedule"), attached hereto<sup>3</sup> and the Supplemental Agreements are deemed assumed and assigned to CCU as provided in the Cure Schedule, pursuant to section 365 of the Bankruptcy Code. The assumption and assignment of the Supplemental Agreements is only to the extent such agreements are executory contracts or unexpired leases, and to the extent not otherwise already included in the "Purchased Assets" (as such term is defined in the Oxford APA). Neither the WMLP Debtors nor CCU makes any admission that the Supplemental Agreements are executory contracts or unexpired leases, or that the Supplemental Agreements were not already included in the Purchased Assets. All rights are reserved with respect to the same.
3. The cure amount to be paid to cure all prepetition defaults under each Supplemental Agreement, pursuant to section 365(b) of the Bankruptcy Code, shall be the applicable Cure Amount set forth on the Cure Schedule attached hereto.

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<sup>3</sup> Each Supplemental Agreement identified on the Cure Schedule includes any modifications, amendments, addenda or supplements thereto or restatements thereof. Notwithstanding the foregoing, to the extent that any of Supplemental Agreements do not constitute executory contracts or unexpired leases for the purposes of section 365(a) the Bankruptcy Code, such agreements shall not be considered assumed and assigned, and such agreements shall not be deemed altered, amended, or modified hereby.

4. The Cure Amount set forth in the Cure Schedule shall be paid by CCU and binding upon the counterparties to the Supplemental Agreements for all purposes in these chapter 11 cases and shall constitute a final determination of the total Cure Amounts required to be paid by CCU in connection with the assumption of the Supplemental Agreements. In addition, all counterparties to Supplemental Agreements shall be forever (a) barred from objecting to the Cure Amounts and from asserting any additional cure or other amounts with respect to the Supplemental Agreements, and the WMLP Debtors and/or CCU shall be entitled to rely solely upon the Cure Amounts set forth in the Cure Schedule; and (b) barred, estopped and permanently enjoined from asserting or claiming against the WMLP Debtors and/or CCU, or their respective property, that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Supplemental Agreements, or that there is any objection or defense to the assumption of such Supplemental Agreement.

5. Bankruptcy Rule 6004(h) is hereby waived, and this order is effective as of the date of its entry on the docket in this case.

6. The WMLP Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

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

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

\_\_\_\_\_  
David R. Jones  
United States Bankruptcy Judge

**Exhibit 1**

**Cure Schedule**



## ASSUMED AND ASSIGNED AGREEMENTS

## Exhibit 1

Debtor(s)	Counterparty	Description of Assumed Contracts or Leases	Cure Cost, if applicable
Westmoreland Resource Partners, LP	Enterprise FM Trust	2017 Pickup lease VIN#1GC1KUEG3HF228725	\$3,898.40
Westmoreland Resource Partners, LP	Enterprise FM Trust	2017 Pickup lease VIN#1GC1KUEG2HF107362	\$3,898.40
Oxford Mining Company, LLC	Ohio Gathering Company, LLC	6-21-13 Sandy Ridge Partial Release of Lease	\$0.00
Oxford Mining Company, LLC	Ohio Gathering Company, LLC	9-23-13 Piergallini Partial Release of Lease	\$0.00
Oxford Mining Company, LLC	Ohio Power Company	7-21-16 Bellaire Dock Property Lease	\$0.00

Potentially Executory Coal Leases

Cravat Coal Company	Abe J. Hochstetler and Anna E. Hochstetler	3-17-06 Coal Lease	\$0.00
Oxford Mining Company, LLC	Ascent Resources - Utica, LLC	8-28-18 Lease Oil & Gas Lease	\$0.00
Oxford Mining Company, LLC	Belmont Underground, LLC	10-8-18 Coal Lease	\$0.00
Oxford Mining Company, LLC	Belmont Underground, LLC	10-8-18 Memorandum of Coal Lease	\$0.00
Cravat Coal Company	Buckeye Management Enterprises, Inc	4-16-07 Memorandum of Assignment of Lease	\$0.00
Oxford Mining Company, LLC	CONSOL Mining Company, LLC	8-2-17 Daron deed extension with reversion	\$0.00 <sup>(1)</sup>
Harrison Resources, LLC	Consolidation Coal Company	6-25-07 Coal deed with reversion	\$0.00
Harrison Resources, LLC	Consolidation Coal Company	8-6-10 Harrison Tranche 4 coal deed with reversion	\$0.00 <sup>(1)</sup>
Harrison Resources, LLC	Consolidation Coal Company	10-8-14 Amendment 1 to Tranche 4 coal deed	\$0.00 <sup>(1)</sup>
Harrison Resources, LLC	Consolidation Coal Company	10-8-14 Tranche 4 Adjacent coal deed	\$0.00 <sup>(1)</sup>
Oxford Mining Company	Consolidation Coal Company	7-30-02 Coal deed with reversion	\$0.00
Oxford Mining Company, LLC	Eagle Creek Farm Properties, Inc	11-21-14 Belmont County Oil & Gas Sharing Agreement	\$0.00
Harrison Resources, LLC	Hess Ohio Developments, LLC	8-31-15 Oil & Gas deed with royalty provision	\$0.00
Oxford Mining Company, LLC	Hess Ohio Developments, LLC	6-12-13 Additional Property added to 3-13-12 Oil & Gas Agreement	\$0.00
Oxford Mining Company, LLC	Hess Ohio Developments, LLC	10-17-13 Additional Property added to 6-12-13 Oil & Gas Agreement	\$0.00
Oxford Mining Company, LLC	Hess Ohio Developments, LLC	7-11-18 Hess to Ascent Transfer of Oil & Gas Rights	\$0.00
Oxford Mining Company, LLC	Hochstetler Family Retreat, LLC	2-11-15 Limestone Lease	\$0.00
Oxford Mining Company, LLC	Hochstetler Family Retreat, LLC	7-2-18 Limestone Lease Addendum 1	\$0.00
Oxford Mining Company, LLC	Hochstetler Family Retreat, LLC	2-11-15 Memorandum of Limestone Lease	\$0.00
Oxford Mining Company, LLC	John S. Mauersberger and Susan V. Mauersberger, Tollgate Holdings, LLC, George A. Mauersberger and Christine M. Mauersberger, Jennifer K. Dean and Steven M. Dean, Joseph P. Shepherd, Jennifer K. Dean	1-5-19 Coal Lease Addendum 1	\$0.00
Oxford Mining Company, LLC	John S. Mauersberger and Susan V. Mauersberger, Tollgate Holdings, LLC, George A. Mauersberger and Christine M. Mauersberger, Jennifer K. Dean and Steven M. Dean, Joseph P. Shepherd, Jennifer K. Dean	1-5-19 Memorandum of Addendum to Coal Lease	\$0.00
Oxford Mining Company, LLC	ROBERT A. SHUGERT	5-4-2017 Lease Agreement	\$0.00
Oxford Mining Company, LLC	Rock Ridge Properties, Inc, Margaret Worner, Bonita K. Taylor, Laura Lee Biggs	9-2-15 Rice Heirs Oil & Gas Sharing Agreement	\$0.00
Oxford Mining Company, LLC	Sidco Development Inc.	9-1-17 Limestone Agreement Addendum 1	\$0.00
Oxford Mining Company, LLC	State of Ohio, Department of Natural Resources, Division of Mineral Resources Management	9-7-18 Powelson AML Contract	\$0.00
Oxford Mining Company, LLC	State of Ohio, Department of Natural Resources, Division of Mineral Resources Management	9-26-18 Powelson AML Contract extension letter	\$0.00
Oxford Mining Company, LLC	Sunoco Pipeline L.P.	6-30-15 Sunoco Piergallini Pipeline Agreement	\$0.00

(1) All cure costs for these contracts were already included in the Final Oxford Contract List previously filed (contract #11646 on 2-11-19 Executory Contract List (Tranche 5 Option)). No further cure is due for these contracts.