

**EXHIBIT**  
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**SURETY DRAFT SUBJECT TO REVIEW AND  
REVISION APRIL 29, 2019**

Certain commercial surety companies (collectively, the “**Sureties**” and each, individually, a “**Surety**”) — including, but not limited to, ACE American Insurance Company, Argonaut Insurance Company (“**Argonaut**”), Fidelity & Deposit Company of Maryland, First Surety Corporation, Lexon Insurance Company, Travelers Casualty and Surety Company of America, Westchester Fire Insurance Company, and Zurich American Insurance Company (together with Fidelity & Deposit Company of Maryland, “**Zurich**”) — have issued commercial surety bonds on behalf of the WMLP Debtors and the WLB Debtors, their affiliates, including certain non-Debtor affiliates (and, together with the WLB Debtors, the “**WLB Entities**”), (collectively, the “**Existing Surety Bonds**” and each individually, an “**Existing Surety Bond**”. Existing Surety Bonds include the Existing Kemmerer Surety Bonds (as defined below).

Certain of the WMLP Debtors and the WLB Entities entered into, or are potentially otherwise liable under, certain indemnity agreements and/or related agreements with one or more of the Sureties (collectively, the “**Existing Indemnity Agreements**” and, each, an “**Existing Indemnity Agreement**”). Notwithstanding anything to the contrary in this Order, the WLB Entities and the WMLP Debtors reserve all rights and defenses with respect to the Existing Indemnity Agreements.

Debtor Bonded Obligations. Nothing in the Plan or this Order shall alter, limit, modify, release, discharge, preclude or enjoin any obligation of the WMLP Debtors and/or the WLB Debtors to the Sureties under the Joint Chapter 11 plan of Westmoreland Coal Company and Certain of its Debtor Affiliates (the “**WLB Plan**”), the Order Confirming the Amended Joint Chapter 11 Plan of Westmoreland Coal Company and Certain of its Debtor Affiliates (Docket Entry No. 1561) (the “**WLB Confirmation Order**”), the Oxford Sale Order, the Kemmerer Sale Order, the Existing Surety Bonds, Existing Indemnity Agreements, and obligations under the common law of suretyship and such obligations to the Sureties are not being released, discharged, precluded or enjoined by the Plan, this Order, or agreements with third parties.

Existing Collateral and Related Agreements. Except as otherwise provided in the Kemmerer Sale Order with respect to the Kemmerer Surety Bonds, all collateral, on which an applicable Surety had a perfected lien as of the Plan Effective Date, and all control agreements, trust agreements, deposit accounts, letters of credit and proceeds therefrom issued to the Sureties as security for a Debtor’s obligations under the Existing Surety Bonds (collectively, the “**Existing Surety Collateral**”) shall remain in place to secure all payment and performance obligations under the Existing Surety Bonds or for obligations arising under the Existing Indemnity Agreements. Notwithstanding any other provisions of the Plan, nothing in the Plan or Confirmation Order, including, without limitation, the discharge, injunction and release provisions of the Plan and Article VII, shall be deemed to apply to the Sureties’ claims to pursue the Existing Surety Collateral, nor shall these provisions be interpreted to bar, impair, prevent or otherwise limit the Sureties from exercising their valid rights under or with respect to any of the Existing Surety Bonds, the Existing Indemnity Agreements, the WLB Plan, the

WLB Confirmation Order, the Oxford Sale Order, the Kemmerer Sale Order, or any related indemnity agreements, coal bond reclamation agreements, deposit agreements, control agreements, trust agreements, deposit accounts, letters of credit or applicable law, including SMCRA or the common law of suretyship.

Nothing herein shall be deemed to provide a Surety's consent to the involuntary substitution of any principal under any Existing Surety Bond.

Notwithstanding the foregoing, nothing contained herein relieves any non-Debtor affiliate of any obligations under the Existing Indemnity Agreements.

Surety Rights as to Third Parties Unaffected; No Waiver. Nothing in the Plan, and/or this Order shall be interpreted to alter, diminish or enlarge the rights or obligations of the Sureties in regard to state and federal agencies, third parties or otherwise under any surety bonds, any indemnity agreements or applicable law nor shall any of the foregoing be deemed to enjoin the Sureties from asserting any rights, claims or defenses, in regard to or against any state and federal agencies, third parties including, without limitation, any of the Sureties' indemnitors, insurers, or otherwise under any surety bonds, any indemnity agreements, coal bond reclamation agreements, the WLB Plan or applicable law.

Further, nothing contained in paragraphs [●] through [●] of this Order relating to Surety matters shall constitute or be deemed a waiver of any Cause of Action that any WMLP Debtor may hold against any entity.

Article VII(F). Nothing in Article VII(F) of the Plan, or any amendments thereto, shall be deemed to apply to the Existing Surety Bonds.