

**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 AUTHORIZING AND  
APPROVING THE NEW WMLP COMMITTEE SETTLEMENT**

This matter coming before the Court on the *Expedited Motion of the WMLP Debtors for Entry of an Order Authorizing and Approving the New WMLP Committee Settlement* (the "Motion")<sup>2</sup> for entry of an order approving a settlement (the "New WMLP Committee Settlement") consistent with the term sheet, attached hereto as Exhibit 1 (the "Term Sheet"); the Court having reviewed the Motion and having heard the statements of counsel and evidence presented with respect to the Motion at a hearing before the Court (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b), (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (c) venue is proper before this Court pursuant to 28 U.S.C. § 1409(a), (d) the New WMLP Committee Settlement (i) is the product of good faith, arm's-length negotiations among the Settlement Parties, without collusion, and (ii) is fair and equitable and in the best interests of the WMLP Debtors' and WMGP's estates,

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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 not otherwise defined herein shall have the meanings given to them in the Motion.

creditors and equity holders, (e) each of the Settlement Parties provides sufficient consideration for the transactions contemplated by the New WMLP Committee Settlement, as set forth in the Term Sheet, (f) cause exists to waive the stay imposed by Bankruptcy Rule 6004(h) to the extent applicable and (g) notice of the Motion and the Hearing was sufficient under the circumstances and no further notice is necessary; and the 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;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The *Order Authorizing and Approving the Settlement Term Sheet Between the WMLP Debtors, the MLP Secured Lenders and the Committee* (Docket No. 1545) is vacated and superseded in its entirety by this Order.
3. The terms of the New WMLP Committee Settlement set forth in the Term Sheet are approved in their entirety, pursuant to Bankruptcy Rule 9019 and section 105(a) of the Bankruptcy Code.
4. The WMLP Debtors and WMGP are hereby authorized and directed to effectuate the New WMLP Committee Settlement consistent with the Term Sheet, and the WMLP Debtors and WMGP are authorized to enter into, perform, execute and deliver all documents, and take all actions, necessary to immediately continue and fully implement the New WMLP Committee Settlement in accordance with the terms and conditions set forth in the Term Sheet, all of which are hereby approved.
5. Upon the WMLP Debtors and WMGP's entry into the New WMLP Committee Settlement, it shall be binding on them, their estates, and any trustee appointed in these cases.

6. Nothing contained in the Motion or this Order shall be deemed or construed as: (a) an admission as to the validity or priority of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) a request to assume or reject any executory contract or unexpired lease, pursuant to section 365 of the Bankruptcy Code; or (e) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms of this Order are immediately effective and enforceable upon its entry.

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

9. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

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

\_\_\_\_\_  
DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Term Sheet**

**AMENDED AND RESTATED SETTLEMENT**

The following term sheet (this "Term Sheet")<sup>1</sup> sets forth the terms and conditions of an amended and restated settlement (the "Settlement") between the Official Committee of Unsecured Creditors (the "Committee"), Westmoreland Resource Partners and its direct and indirect subsidiaries (collectively, the "WMLP Debtors"), Westmoreland Resources GP, LLC ("WMGP") and the WMLP Debtors' secured term loan lenders (the "MLP Secured Lenders") (collectively, the "Parties"). This Term Sheet is dated as of May 30, 2019, and supersedes in all respects the Term Sheet dated February 25, 2019 between the Parties (the "Prior Term Sheet") and approved by the Court on February 28, 2019 [Dkt. No. 1545].

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
<b>Payment of Plan Confirmation Claims As Part of Wind-Down Amount</b>	<p>Subject to the occurrence of the Settlement Effective Date (as defined below) and in accordance with the Credit Bid APA, up to \$4,533,000 (the "<u>Plan Confirmation Amount</u>") of the Wind-Down Amount shall be used to pay the following claims (the "<u>Plan Confirmation Claims</u>"), which claims shall be paid solely from the Plan Confirmation Amount (and no other source):</p> <p>(a) accrued and unpaid allowed claims under section 503(b)(9) of the Bankruptcy Code against any WMLP Debtor (the "<u>503(b)(9) Claims</u>");</p> <p>(b) accrued and unpaid allowed priority claims against any WMLP Debtor, including those priority claims stemming from the Wyoming DEQ's audits of Kemmerer, except to the extent such claims (i) are being assumed by the Purchaser pursuant to the Credit Bid APA, (ii) were assumed by the purchaser pursuant to the Oxford sale, or (iii) are paid in the ordinary course of business prior to the Settlement Effective Date (collectively, the "<u>Priority Claims</u>"); and</p> <p>(c) accrued and unpaid allowed claims of lienholders that are party to post-petition vendor agreements with any WMLP Debtor authorized to be paid under the <i>Final Order (I) Authorizing the Payment of Specified Trade Claims and Outstanding Orders, and (II)</i></p>

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement among the certain of the WMLP Debtors and Kemmerer Operations, LLC [Dkt. No. 1863] (as amended, modified or supplemented in accordance with the terms thereof, the "Credit Bid APA").

	<p><i>Confirming Administrative Expense Priority of Outstanding Orders</i> [Dkt. No. 512] (the “<u>Vendor Agreement Claimants</u>”) or hold liens that would otherwise prime the liens of the MLP Secured Parties.</p> <p>The Wind-Down Amount available to pay Plan Confirmation Claims shall be reduced on dollar for dollar basis to the extent that (x) the claims objected to in Dkt. Nos. 1816 and 1822, and the claims asserted by Perry County Treasurer (Oxford - Claim No. 1277) and Pennsylvania Department of Revenue (Oxford - Claim No. 1254), are determined by the Bankruptcy Court to be junior in priority to the claims or liens of the MLP Secured Lenders, or (y) any Plan Confirmation Claim (or any portion thereof) is paid prior to the Settlement Effective Date, disallowed by the Bankruptcy Court or settled for a lesser amount.</p> <p>A summary schedule of the Plan Confirmation Claims has been provided to the MLP Secured Lenders at or prior to the date of this Term Sheet.</p> <p>Pursuant to the Credit Bid APA, Purchaser may, in its sole discretion, deem any portion of the Plan Confirmation Claims to be an Assumed Liability and any amount of cash that would have otherwise been included in the Wind-Down Amount with respect to such portion of Plan Confirmation Claims shall instead be deemed a Purchased Asset.</p> <p>Subject to the occurrence of the Settlement Effective Date, any allowed Plan Confirmation Claims shall be paid in accordance with the WMLP Plan and the Credit Bid APA; <u>provided that</u> in the event that the WMLP Plan has not been consummated as of the Kemmerer Closing Date, then (a) allowed unpaid and undisputed claims of Vendor Agreement Claimants and (b) allowed unpaid and undisputed 503(b)(9) Claims, shall be paid on or as soon as reasonably practicable after the Kemmerer Closing Date.</p>
<p><b>Payment of Professional Fees &amp; Fee Budget</b></p>	<p>The fees and expenses of Professionals retained by the WMLP Debtors and the Committee, in each case for the work performed (or to be performed) for or allocated to the WMLP Debtors (collectively, the “<u>Professional Fees</u>”) shall be paid subject to the Final Cash Collateral Order, the Compensation Orders and subject to and in accordance with the Credit Bid APA, including the funding of the escrow account on the Closing Date as set forth in Section 4.2(c) of the Credit Bid APA; <u>provided that</u> notwithstanding anything in the Final Cash</p>

	<p>Collateral Order, the Compensation Orders, or the Credit Bid APA to the contrary, section (i)(y) of the definition of Wind-Down Amount in the Credit Bid APA shall not be limited by the cap set forth in the final sentence of paragraph 8(a) of the Final Cash Collateral Order relating to the amount of any Pre-Carve Out Trigger Notice Allowed Professional Fees (as defined in the Final Cash Collateral Order) incurred by the Committee Professionals; <u>provided further that</u> in an absence of an written agreement between the MLP Secured Lenders and the applicable professional of any WMLP Debtor and/or the Committee with respect to a consensual fee reduction, the MLP Secured Lenders retain the right to object to the allowance of such professional's fees and/or expenses and the payment thereof.</p> <p>Within 3 days of the execution of this Term Sheet, the Parties shall enter into a stipulation amending paragraph 9 of the Final Cash Collateral Order to include the following as an additional Termination Event (as defined in the Final Cash Collateral Order): "any Professional Persons' fees and expenses from and after May 23, 2019 exceed the amount of fees and expenses for such Professional Person set forth in the professional fee budget attached hereto as <u>Exhibit A</u> (the "<u>Fee Budget</u>")". Each Professional shall provide weekly updates to the MLP Secured Lenders beginning May 31, 2019 regarding whether their actual fees and expenses for the preceding week are in compliance with the amount set forth for such Professional for such week in the Fee Budget.</p> <p>Except as expressly forth in this Term Sheet, nothing in this Term Sheet shall modify the terms of any estate professional's retention order or paragraph 7(b) of the Final Cash Collateral Order; <u>provided, however,</u> that subject to the occurrence of the Settlement Effective Date, Jefferies LLC shall be allowed a transaction fee of \$250,000 (the "<u>Jefferies Fee</u>") payable solely from the Estimated Fee Amount included in the Wind-Down Amount.</p> <p>Notwithstanding anything in this Term Sheet, no portion of the Wind-Down Amount (including the Estimated Fee Amount) shall be used to pay any Professional Fees, including the Jefferies Fee, to the extent not allowed by the Bankruptcy Court or not payable pursuant to the terms of the interim compensation order [Dkt. No. 495].</p>
<b>Reconciliation of Plan</b>	The WMLP Debtors or the Liquidation Trustee (as defined in the <i>Joint Plan of Liquidation for the WMLP Debtors</i> [Dkt. No.

<p><b>Confirmation Claims</b></p>	<p>1612] (as amended, modified or supplemented in accordance with the terms thereof, the “<u>WMLP Plan</u>”), as applicable, shall determine, in consultation with the MLP Secured Lenders, which claims constitute Plan Confirmation Claims and shall dispute, object to, compromise, or seek to recharacterize, reclassify, or disallow any such claims to the maximum extent permitted by law in accordance with the WMLP Plan and the liquidation trust agreement filed as a plan supplement thereto (the “<u>Reconciliation</u>”); <u>provided however</u> that the reasonable consent of the MLP Secured Lenders shall be obtained before compromising or settling any such claim. For the avoidance of doubt, the Reconciliation shall also apply to any Plan Confirmation Claims deemed Assumed Liabilities under the Credit Bid APA.</p>
<p><b>Wind-Down of WMLP Debtors’ Chapter 11 Cases</b></p>	<p>The WMLP Debtors shall, to the extent necessary, amend the WMLP Plan to incorporate the terms of this Term Sheet and seek confirmation of the WMLP Plan such that the plan can become effective contemporaneously with the closing of the Kemmerer Sale, by no later than June 14, 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 otherwise be in form and substance acceptable to the MLP Secured Lenders, the WMLP Debtors and the Committee.</p> <p>Effective as of the date of this Term Sheet, the Committee and the MLP Secured Lenders shall support, and shall not directly or indirectly oppose, the WMLP Plan. Individual members of the Committee, each in their capacity as such, shall not oppose the WMLP Plan; <u>provided that</u> the United Mine Workers of America’s (“<u>UMWA</u>”) agreement not to oppose the WMLP Plan shall be conditioned upon the UMWA and the Purchaser reaching agreement with respect to the terms of a new collective bargaining agreement and treatment of retiree healthcare benefits (“<u>UMWA Agreement</u>”).</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 Liquidation Trustee under the WMLP Plan.</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</p>



	faith regarding alternative exit strategies.
<b>No Payments Prior to the Settlement Effective Date</b>	Prior to the Settlement Effective Date, the WMLP Debtors shall not make any payments on account of the Plan Confirmation Claims; <u>provided that</u> any such payments on account of such claims may be made to the extent authorized by the MLP Secured Lenders, which shall permanently reduce the Wind-Down Amount on a dollar-for-dollar basis. The WMLP Debtors shall notify counsel to the Committee of any payments made on account of Plan Confirmation Claims prior to the Settlement Effective Date.
<b>Limited Waiver of WMLP Debtors' Right to Distributions From WLB Debtors</b>	Upon the Settlement 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]); <u>provided</u> that nothing herein shall waive, release, or discharge any claims, demands, rights, or Cause of Action that the WMLP Debtors may have or hereafter acquire against any person or entity that may be payable from a source other than the General Unsecured Claims Amount, including, but not limited to, any claims, demands, rights, or causes of action against the WLB Debtors or their 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.
<b>Limited Waiver of MLP Secured Lenders' Rights to Distributions From WLB Debtors</b>	Upon the Settlement Effective Date, the MLP Secured Lenders shall waive any right to a distribution (a) solely on account of any claims against the WLB Debtors in connection with the sale of the Oxford Assets (as defined in [Dkt. No. 1289]), including section 503(b) claims or adequate protection claims and (b) from the General Unsecured Claims Amount (as defined in the Committee's settlement with the WLB Debtors [Dkt. No. 1115]); <u>provided</u> that nothing herein shall waive, release, or discharge any claims, demands, rights, or Cause of Action (as defined below) that the MLP Secured Lenders or the Purchaser (as applicable) may have, hereafter acquire, or obtain standing to bring against any person or entity that may be payable from a source other than the General Unsecured Claims Amount, including, but not limited to, any claims, demands, rights, or causes of action against the WLB Debtors or their 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.
<b>Kemmerer Sale</b>	<p>Effective as of the date of this Term Sheet and notwithstanding anything in the Kemmerer bidding procedures [Dkt. No. 1287] or otherwise, the Purchaser or any other designee or assignee of the MLP Secured Parties may “credit bid” up to the full amount of the MLP Secured Obligations and Adequate Protection Obligations without the need for further Court order, for any of the WMLP Debtors' assets (including the Purchased Assets).</p> <p>Effective as of the date of the Term Sheet, the Committee shall support, and not directly or indirectly oppose, the sale of any of the WMLP Debtors' assets, including the Purchased Assets, to the Purchaser (or any other designee or assignee of the MLP Secured Parties) (the “<u>Kemmerer Sale</u>”). The individual members of the Committee shall not oppose the Kemmerer Sale; <u>provided that</u> the UMWA’s agreement not to oppose the Kemmerer Sale shall be conditioned upon the UMWA and the Purchaser reaching a UMWA Agreement.</p> <p>Nothing herein shall preclude any Committee member who is party to a contract being assumed by the Purchaser from raising a good faith objection with respect to the cure amount for such contract in accordance with the Supplemental Assignment Notice [Dkt. No. 1863 at Ex. C].</p>
<b>Distributions to MLP Secured Lenders</b>	All distributions (including cash and non-cash consideration) made to the MLP Agent (for the benefit of the MLP Secured Lenders) or the Purchaser pursuant to this Term Sheet, the Credit Bid APA or the WMLP Plan shall not be subject to disgorgement for any reason.
<b>Kemmerer Executory Contracts/Unexpired Leases</b>	The Parties shall work in good faith with the Purchaser to effectuate the assumption and assignment (including payment of all associated undisputed cure obligations) to the Purchaser of all trade agreements that the Purchaser determines is integral to the operation of the Purchased Assets.
<b>Avoidance and Other Actions</b>	The Purchaser shall purchase any and all preference actions, fraudulent conveyance actions and other Causes of Action to avoid a transfer of property of, or an obligation incurred by, any of the WMLP Debtors under chapter 5 of the Bankruptcy Code and other similar state law claims and Causes of Action, in each case, that are held by the WMLP Debtors and/or their

	<p>respective estates (“<u>Avoidance Actions</u>”) against holders of general unsecured claims against the WMLP Debtors (to the extent not previously sold to the purchaser of the Oxford assets or waived pursuant to such sale); <u>provided that</u> the Purchaser shall not pursue any Avoidance Actions against such holders but shall be entitled to use such Avoidance Actions as a defense against claims brought by such holders against the Purchaser.</p>
<p><b>Challenge Deadline</b></p>	<p>The Challenge Period Deadline shall be extended, solely with respect to the Letter Claims, through three (3) days following the earlier of (a) the Settlement Effective Date and (b) June 20, 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 Settlement 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 Final 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> <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>
<p><b>9019 Motion</b></p>	<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 “<u>9019 Motion</u>”), which motion shall be heard at, or prior 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 June 5, 2019.</p> <p>The “<u>Settlement 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. The 9019 Order shall contain an express provision</p>

	that it supersedes the order [Dkt. No. 1545] approving the Prior Settlement.
<b>Releases</b>	<p>On the Settlement Effective Date, the Committee, the WMLP Debtors, WMGP 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 each of the MLP Secured Parties and the Purchaser, and each of the MLP Secured Parties' and the Purchaser'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 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 be modified to include the Committee and the members thereof (excluding the UMWA, the release for which shall be conditioned upon the UMWA agreeing not to oppose the WMLP Plan and the Kemmerer Sale) as released and releasing parties, in each case, in their respective capacities as such.</p>
<b>Intercompany Settlement</b>	Nothing in this Term Sheet shall modify the order approving the intercompany settlement [Docket No. 1548] (the " <u>Intercompany Settlement Order</u> ").
<b>Binding on Successors and</b>	This agreement will be binding upon all Parties including their

<p><b>Assigns</b></p>	<p>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 WMGP's estate or with respect to its property) and shall not be modified by any other order of the Bankruptcy Court (other than an order further amending this Settlement, which order shall be in form and substance acceptable to the Parties), 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.</p>
<p><b>Termination</b></p>	<p>In the event there is a sale of the Purchased Assets or a portion thereof to an entity other than the Purchaser or the Settlement Effective Date does not occur by June 14, 2019 (which date may be extended in writing (email being sufficient) by the MLP Secured Lenders), the MLP Secured Lenders shall have the option, in their sole discretion, to permit the use of Cash Collateral to fund the Plan Confirmation Claims in accordance with and subject to 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 Claims shall be extended ten days following the delivery of the Termination Notice.</p>

Agreed as of the date set forth above:

<p><i>On Behalf of the Official Committee of Unsecured Creditors</i></p> <p><u>/s/ Todd M. Goren</u>                  Michael D. Warner, Esq. (TX Bar No. 00792304)  <b>COLE SCHOTZ P.C.</b>                  301 Commerce Street, Suite 1700                  Fort Worth, Texas 76102                  Telephone: (817) 810-5250                  Facsimile: (817) 810-5255                  mwarner@coleschotz.com</p> <p>-and -</p> <p>Lorenzo Marinuzzi, Esq. (admitted Pro Hac Vice)                  Todd Goren, Esq. (admitted Pro Hac Vice)                  Jennifer L. Marines, Esq. (admitted Pro Hac Vice)  <b>MORRISON &amp; FOERSTER LLP</b>                  250 West 55th Street                  New York, New York 10019                  Telephone: (212) 468-8000                  Facsimile: (212) 468-7900                  lmarinuzzi@mof.com                  tgoren@mof.com                  jmarines@mof.com</p>	<p><i>On Behalf of the WMLP Debtors and Westmoreland Resources GP, LLC</i></p> <p><u>/s/ Matthew C. Corcoran</u>                  James H.M. Sprayregen, P.C.                  Michael B. Slade (Bar No. 24013521)                  Gregory F. Pesce (admitted pro hac vice)  <b>KIRKLAND &amp; ELLIS LLP</b>  <b>KIRKLAND &amp; ELLIS INTERNATIONAL LLP</b>                  300 North LaSalle                  Chicago, Illinois 60654                  Telephone: (312) 862-2000                  Facsimile: (312) 862-2200                  Email: james.sprayregen@kirkland.com                  michael.slade@kirkland.com                  gregory.presce@kirkland.com</p> <p>-and-</p> <p>Edward O. Sassower, P.C.                  Stephen E. Hessler, P.C. (admitted pro hac vice)  <b>KIRKLAND &amp; ELLIS LLP</b>  <b>KIRKLAND &amp; ELLIS INTERNATIONAL LLP</b>                  601 Lexington Avenue                  New York, New York 10022                  Telephone: (212) 446-4800                  Facsimile: (212) 446-4900                  Email: edward.sassower@kirkland.com                  stephen.hessler@kirkland.com</p> <p>-and-</p> <p>Anna G. Rotman, P.C. (Bar No. 24046761)  <b>KIRKLAND &amp; ELLIS LLP</b>  <b>KIRKLAND &amp; ELLIS INTERNATIONAL LLP</b>                  609 Main Street                  Houston, Texas 77002                  Telephone: (713) 836-3600                  Email: anna.rotman@kirkland.com</p> <p>-and-</p> <p>Heather Lennox (admitted pro hac vice)                  Oliver S. Zeltner (Tex. Bar No. 24104000)  <b>JONES DAY</b>                  901 Lakeside Avenue                  Cleveland, Ohio 44114                  Telephone: (216) 586-3939                  Facsimile: (216) 579-0212                  E-mail: hlennox@jonesday.com                  ozeltner@jonesday.com</p> <p>-and-</p>
<p><i>On Behalf of the MLP Secured Lenders</i></p> <p><u>/s/ Kristine Manoukian</u>                  Joseph E. Bain                  Texas Bar No. 24085187  <b>JONES WALKER LLP</b>                  811 Main Street, Suite 2900                  Houston, Texas 77002                  Tel: 713.437.1800                  Fax: 713.437.1917                  E-mail: jbain@joneswalker.com</p> <p>-and-</p> <p>Kristine Manoukian (admitted pro hac vice)                  Lucy F. Kweskin (admitted pro hac vice)  <b>SCHULTE ROTH &amp; ZABEL LLP</b>                  919 Third Avenue                  New York, New York 10022                  Tel: 212.756.2000                  Fax: 212.593.5955                  Kristine.Manoukian@srz.com                  Lucy.Kweskin@srz.com</p> <p>-and-</p> <p>David M. Hillman (admitted pro hac vice)  <b>PROSKAUER ROSE LLP</b>                  Eleven Times Square                  New York, NY 10036</p>	<p>-and-</p>

<p>Tel: (212) 969-3000 Fax: (212) 969-2900 dhillman@proskauer.com</p>	<p>Timothy W. Hoffman (admitted pro hac vice) <b>JONES DAY</b> 77 West Wacker Chicago, Illinois 60601 Telephone: (312) 782-3939 Facsimile: (312) 782-8585 E-mail: thoffman@jonesday.com</p> <p>-and-</p> <p>Matthew C. Corcoran (admitted pro hac vice) <b>JONES DAY</b> 325 John H. McConnell Blvd. Columbus, Ohio 43215 Telephone: (614) 469-3939 Facsimile: (614) 461-4198 Email: mccorcoran@jonesday.com</p>
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**EXHIBIT A**

**Fee Budget**



**WMLP Estimated Professional Fees - Accrual Basis**

Assuming June 5, 2019 Confirmation Date and June 14, 2019 Emergence Date

(\$ in 000's)

Weekly Accruals <sup>1</sup>	05/31/19	06/07/19	06/14/19	06/21/19	06/28/19	June Total	Total Fees	Success Fees	Grand Total
<u>Debtor Advisors</u> <sup>2</sup>									
Jones Day	\$ 175	\$ 320	\$ 240	\$ 70	\$ 70	\$ 700	\$ 875	\$ -	\$ 875
Lazard <sup>3</sup>	38	38	38	38	38	150	188	2,575	2,763
Alvarez & Marsal	100	160	160	40	40	400	500	-	500
Kirkland & Ellis	100	140	140	35	35	350	450	-	450
Jackson Walker	25	40	40	10	10	100	125	-	125
Donlin Recano	13	20	20	5	5	50	63	-	63
PwC	5	6	6	6	6	25	30	-	30
EY	12	15	15	15	15	60	72	-	72
	467	739	659	219	219	1,835	2,302	2,575	4,877
<u>UCC Advisors</u>									
Morrison Foerster	70	80	50	10	10	150	220	-	220
Jefferies	9	9	9	9	9	38	47	250	297
BRG	5	5	5	5	5	20	25	-	25
Cole Schotz	6	10	10	3	3	25	31	-	31
	91	104	74	27	27	233	323	250	573
<b>Total</b>	<b>\$ 558</b>	<b>\$ 843</b>	<b>\$ 733</b>	<b>\$ 246</b>	<b>\$ 246</b>	<b>\$ 2,068</b>	<b>\$ 2,625</b>	<b>\$ 2,825</b>	<b>\$ 5,450</b>

<sup>1</sup> May amount represents a quarter of May monthly fees. For hourly professionals, June fees are spread 80% evenly in the first two weeks with the remaining 20% evenly in the last two weeks. All other professional fees are spread evenly within the month. Excludes Trustee Fees. Investment banker fees are spread evenly over the period. Amounts are generally payable in advance

<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 in an effort to reduce the total amount of projected fees and expenses in this Budget

<sup>3</sup> May and June 2019 fees will be credited to success fee