

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

In re:

Westmoreland Coal Company, et al.,¹
Debtors.

Chapter 11

Case No. 18-35672 (DRJ)

(Jointly Administered)

**NOTICE OF FILING OF REVISED PROPOSED ORDER APPROVING
THE DISCLOSURE STATEMENT AND CONFIRMING THE AMENDED
JOINT PLAN OF LIQUIDATION FOR THE WMLP DEBTORS, AS MODIFIED**

PLEASE TAKE NOTICE that on March 15, 2019, the WMLP Debtors filed the *Joint Plan of Liquidation for the WMLP Debtors* [Docket No. 1612] (the "Plan").²

PLEASE TAKE FURTHER NOTICE that on March 18, 2018, the Bankruptcy Court entered an order conditionally approving the Disclosure Statement [Docket No. 1620].

PLEASE TAKE FURTHER NOTICE that on June 3, 2019, the WMLP Debtors filed the *Amended Joint Plan of Liquidation for the WMLP Debtors* (the "Amended Plan") [Docket No. 1932].

PLEASE TAKE FURTHER NOTICE that on June 3, 2019, the WMLP Debtors filed the proposed *Order Approving Disclosure Statement and Confirming Amended Joint Plan of Liquidation for the WMLP Debtors* (the "Proposed Confirmation Order") [Docket No. 1933].

PLEASE TAKE FURTHER NOTICE that on June 4, 2019, the WMLP Debtors filed the *Amended Joint Plan of Liquidation for the WMLP Debtors, as Modified* (the "Amended Plan as Modified").³

¹ Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the Debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent in these chapter 11 cases at www.donlinrecano.com/westmoreland. Westmoreland Coal Company's service address for the purposes of these chapter 11 cases is 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112.

² The "WMLP Debtors" consist of the following entities: Westmoreland Resources GP, LLC; Westmoreland Resource Partners, LP; Westmoreland Kemmerer, LLC; Westmoreland Kemmerer Fee Coal Holdings, LLC; Oxford Mining Company, LLC; Harrison Resources, LLC; Oxford Mining Company-Kentucky, LLC; Daron Coal Company, LLC; and Oxford Conesville, LLC.

³ Capitalized terms used but not defined herein shall have the meanings given to them in the Amended Plan as Modified.

PLEASE TAKE FURTHER NOTICE that the WMLP Debtors hereby file the revised proposed *Order Approving Disclosure Statement and Confirming Amended Joint Plan of Liquidation for the WMLP Debtors, as Modified* (the "Revised Proposed Confirmation Order"), attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** is a redline reflecting the changes between the Revised Proposed Confirmation Order and the Proposed Confirmation Order.

PLEASE TAKE FURTHER NOTICE that a hearing to consideration confirmation of the Amended Plan as Modified and entry of the Revised Proposed Confirmation Order is scheduled for **June 5, 2019 at 10:30 a.m. (prevailing Central Time)**.

PLEASE TAKE FURTHER NOTICE that copies of all documents in these chapter 11 cases are available free of charge by (a) visiting the Debtors' restructuring website at <http://www.donlinrecano.com/westmoreland>, (b) writing to Donlin, Recano & Company, Inc., Re: Westmoreland Coal Company, *et al.*, 6201 15th Avenue, Brooklyn, New York 11219, (c) calling the Debtors' Notice and Claims Agent at (800) 499-8519 (U.S. and Canada) or (212) 771-11289 (International), or (d) emailing westmorelandinfo@donlinrecano.com.

Dated: June 4, 2019
Houston, Texas

Respectfully submitted,

/s/ Oliver S. Zeltner

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***Conflicts Counsel to the WMLP Debtors and
Counsel to the Conflicts Committee of Debtor
Westmoreland Resources GP, LLC***

CERTIFICATE OF SERVICE

I certify that on June 4, 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

Revised Proposed Confirmation Order

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

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

**ORDER APPROVING DISCLOSURE STATEMENT AND CONFIRMING
AMENDED JOINT PLAN OF LIQUIDATION FOR THE WMLP DEBTORS**

The WMLP Debtors² having:

- (a) commenced their Chapter 11 Cases on the Petition Date;
- (b) continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code;
- (c) on June 4, 2019, filed the Plan, a copy of which is attached hereto as Exhibit A;
- (d) on March 17, 2019, filed the *Disclosure Statement with Respect to Joint Plan of Liquidation for the WMLP Debtors* (Docket No. 1617) (the "Disclosure Statement");
- (e) caused (i) the Solicitation Packages (as defined in the Solicitation Procedures Order) to be distributed to Holders of Claims entitled to vote on the Plan and (ii) the notices and opt-out forms described in the Solicitation Procedures Motion³ to be distributed to Holders of Claims and Interests not entitled to vote on the Plan, in accordance with the Solicitation Procedures Order, as evidenced by the

¹ Due to the large number of debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the debtors' claims and noticing agent in these chapter 11 cases at www.donlinrecano.com/westmoreland. Westmoreland Coal Company's service address for the purposes of these chapter 11 cases is 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the *Amended Joint Plan of Liquidation for the WMLP Debtors, As Modified* (Docket No. [____]) (the "Plan").

³ "Solicitation Procedures Motion" means the *WMLP Debtors' Emergency Motion for Entry of an Order (I) Conditionally Approving the Adequacy of the WMLP Disclosure Statement, (II) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the WMLP Plan, (III) Approving the Form of Various Ballots and Notices in Connection Therewith, and (IV) Approving the Scheduling of Certain Dates in Connection with Confirmation of the WMLP Plan* (Docket No. 1615).

Affidavit of Service (Docket No. 1647) (the "Solicitation Affidavit") filed on March 27, 2019;

- (f) caused the Combined Hearing Notice (as defined in the Solicitation Procedures Order) to be published on March 21, 2019 in *USA Today*, the *Columbus Dispatch* and the *Kemmerer Gazette*, as evidenced by the *Affidavits of Publication* (Docket Nos. 1654, 1655 and 1656) (collectively, the "Publication Affidavits");
- (g) on April 15, 2019 (Docket No. 1740) and May 1, 2019 (Docket No. 1804), filed notices of reset of the Confirmation Hearing and related deadlines (together, the "Notices of Reset") and caused the Notices of Reset to be served on parties in interest in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order and the Solicitation Procedures Order, as evidenced by the corresponding affidavits of service (Docket Nos. 1776 and 1818) (together, the "Notice of Reset Affidavits");
- (h) on May 22, 2019, filed the Plan Supplement (Docket No. 1862);
- (i) on June 3, 2019, filed the Amendment to Plan Supplement (Docket No. 1934);
- (j) on May 31, 2019, filed the *WMLP Debtors' Memorandum of Law in Support of Confirmation of the Amended Joint Chapter 11 Plan of Liquidation for the WMLP Debtors* (Docket No. 1904) (the "Confirmation Brief"); and
- (k) on June 4, 2019, filed the *Declaration of Jung W. Song on Behalf of Donlin, Recano & Company, Inc. Regarding Voting and Tabulation of Ballots Accepting and Rejecting the Amended Joint Plan of Liquidation for the WMLP Debtors* (Docket No. 1948) (the "Voting Report").

The Bankruptcy Court having:

- (a) on March 18, 2019, entered the Disclosure Statement Order conditionally approving the Disclosure Statement;
- (b) set May 24, 2019, at 5:00 p.m. (Central Time) as the deadline for filing objections to (i) final approval of the Disclosure Statement or (ii) Confirmation of the Plan (the "Objection Deadline");
- (c) set June 3, 2019, at 5:00 p.m. (Central Time) as the deadline for voting on the Plan;
- (d) set June 5, 2019, at 10:30 a.m. (Central Time) as the date and time for the commencement of (i) the hearing on final approval of the Disclosure Statement and (ii) the Confirmation Hearing;
- (e) reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the Voting Report, and all pleadings, exhibits, declarations, affidavits, statements, responses and comments regarding the Disclosure Statement and Confirmation of the Plan,

including all objections, statements, and reservations of rights filed by parties in interest on the docket of these Chapter 11 Cases;

- (f) held the Confirmation Hearing;
- (g) heard the statements and arguments made by counsel in respect of Confirmation of the Plan and final approval of the Disclosure Statement;
- (h) considered all oral representations, live testimony, written direct testimony, exhibits, documents, filings and other evidence presented at the Confirmation Hearing;
- (i) made rulings on the record at the Confirmation Hearing; and
- (j) overruled on the merits all unresolved objections, reservations of rights, and other statements to the Disclosure Statement and/or Confirmation of the Plan, except as otherwise stated or indicated on the record.

NOW, THEREFORE, the Bankruptcy Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation of the Plan and final approval of the Disclosure Statement have been adequate and appropriate as to all parties affected or to be affected by the Disclosure Statement, the Plan and the transactions contemplated thereby, and the Bankruptcy Court having considered the record in these Chapter 11 Cases, the Voting Report, the compromises and settlements embodied in and contemplated by the Plan, the briefs and arguments regarding Confirmation of the Plan, the evidence regarding Confirmation of the Plan, and the Confirmation Hearing having been held on June 5, 2019; and after due deliberation,

IT IS HEREBY FOUND AND CONCLUDED THAT:

A. Jurisdiction and Venue. The WMLP Debtors were and are qualified to be debtors under section 109 of the Bankruptcy Code. Venue in the Southern District of Texas was proper as of the Petition Date and continues to be proper. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Bankruptcy Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Bankruptcy Court has exclusive jurisdiction to

determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

B. Voting Report. Prior to the Confirmation Hearing, the Claims and Noticing Agent filed the Voting Report. All procedures used to distribute solicitation materials to the applicable Holders of Claims and Interests and to tabulate the Ballots were fair and conducted in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations. Pursuant to sections 1124 and 1126 of the Bankruptcy Code, at least one Impaired Class entitled to vote on the Plan has voted to accept the Plan.

C. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the clerk of the Bankruptcy Court and/or its duly appointed agent, including, without limitation, all pleadings and other documents Filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases (including the Confirmation Hearing). Resolutions of any objections to Confirmation explained on the record at the Confirmation Hearing are hereby incorporated by reference.

D. Notice. As evidenced by the Solicitation Affidavit, the Publication Affidavits, the Notice of Reset Affidavits, and the Voting Report, due, adequate, and sufficient notice of the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Hearing, and the release and exculpation provisions set forth in Section VII.F of the Plan, along with all deadlines for voting on or objecting to the Plan, has been given to (a) all known Holders of Claims and Interests, (b) parties that requested notice in accordance with Bankruptcy Rule 2002, (c) all parties to Unexpired Leases and Executory Contracts and (d) all taxing authorities listed on the

Schedules or in the claims register, in compliance with the Solicitation Procedures Order and Bankruptcy Rules 2002, 3017, 3019 and 3020(b), and such transmittal and service were appropriate, adequate, and sufficient. Adequate and sufficient notice of the Confirmation Hearing and other dates, deadlines, and hearings described in the Solicitation Procedures Order was given in compliance with the Bankruptcy Rules and such order, and no other or further notice is or shall be required.

E. Solicitation. Votes for acceptance and rejection of the Plan were solicited in good faith and complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Solicitation Procedures Order, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws, and regulations. The WMLP Debtors and their respective directors, managers, officers, employees, agents, affiliates, representatives, attorneys, and advisors, as applicable, have solicited votes on the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code and the Solicitation Procedures Order and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section VII.F of the Plan. The WMLP Debtors solicited acceptance of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code.

F. Burden of Proof. The WMLP Debtors, as proponents of the Plan, have satisfied their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan.

G. The Plan complies with all requirements of section 1129 of the Bankruptcy Code as follows:

1. Proper Classification. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article II of the Plan designates Classes of Claims and Interests, other than Administrative Expense Claims, Professional Fee Claims and Priority Tax Claims, which are not required to be classified. As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.
2. Specification of Unimpaired Classes. Pursuant to section 1123(a)(2) of the Bankruptcy Code, Article II of the Plan specifies all Classes of Claims and Interests that are not Impaired.
3. Specification and Treatment of Impaired Classes. Pursuant to section 1123(a)(3) of the Bankruptcy Code, Article II of the Plan specifies the treatment of all Classes of Claims and Interests that are Impaired.
4. No Discrimination. Pursuant to section 1123(a)(4) of the Bankruptcy Code, Article II of the Plan provides the same treatment for each Claim or Interest within a particular Class, as the case may be, unless the Holder of a particular Claim or Interest has agreed to less favorable treatment with respect to such Claim or Interest, as applicable.
5. Plan Implementation. Pursuant to section 1123(a)(5) of the Bankruptcy Code, the Plan provides adequate and proper means for the Plan's implementation. Immediately upon the Plan Effective Date, sufficient Cash and other consideration provided under the Plan will be available to make all payments required to be made on the Plan Effective Date pursuant to the terms of the Plan. Moreover, Article III and various other provisions of the Plan specifically provide adequate means for the Plan's implementation.
6. Nonvoting Equity Securities. In accordance with section 1123(a)(6) of the Bankruptcy Code, the Plan does not issue nonvoting equity securities.
7. Liquidation Trustee. To the extent that section 1123(a)(7) of the Bankruptcy Code applies to the selection of the Liquidation Trustee, the selection of the Liquidation Trustee is consistent with the interests of Holders of Claims and Interests and public policy.
8. Impairment/Unimpairment of Classes of Claims and Interests. Pursuant to section 1123(b)(1) of the Bankruptcy Code: (a) Class 2 Claims (Credit Agreement Claims), Class 4 Claims (General Unsecured Claims, Class 5 Claims (WMLP Intercompany Claims) and Class 6 Interests (WMLP Interests and WMGP Interests) are Impaired under the Plan; and (b) Class 1 Claims (Priority Claims), Class 3 Claims (Other Secured Claims) and Class 7 Interests (Subsidiary Interests) are Unimpaired under the Plan.
9. Assumption and Rejection of Executory Contracts and Unexpired Leases. In accordance with section 1123(b)(2) of the Bankruptcy Code, pursuant to

Article IV of the Plan, on the Plan Effective Date, except as otherwise provided in the Plan, each of the WMLP Debtors' Executory Contracts and Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court shall be deemed rejected as of the Plan Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for any Executory Contract or Unexpired Lease (a) identified on Exhibit IV.A to the Plan as an Executory Contract or Unexpired Lease designated for assumption and assignment to the Liquidation Trust, (b) that is the subject of a separate motion or notice to assume or reject Filed by a WMLP Debtor and pending as of the Confirmation Hearing or (c) that previously expired or terminated pursuant to its own terms. The WMLP Debtors' assumption and assignment of the Executory Contracts and Unexpired Leases pursuant to the Plan satisfies the requirements of section 365(b) of the Bankruptcy Code and, accordingly, the requirements of section 1123(b)(2) of the Bankruptcy Code. The WMLP Debtors have exercised reasonable business judgment in determining whether to reject, assume, or assume and assign each of their Executory Contracts and Unexpired Leases under the terms of the Plan. Each pre- or post-Confirmation rejection, assumption, or assumption and assignment of an Executory Contract or Unexpired Lease pursuant to Article IV of the Plan will be legal, valid and binding upon the applicable WMLP Debtor and all other parties to such Executory Contract or Unexpired Lease, as applicable, all to the same extent as if such rejection, assumption, or assumption and assignment had been effectuated pursuant to an appropriate order of the Bankruptcy Court entered before the Confirmation Date under section 365 of the Bankruptcy Code. Each of the Executory Contracts and Unexpired Leases to be rejected, assumed, or assumed and assigned is deemed to be an executory contract or an unexpired lease, as applicable.

10. Settlement of Claims and Causes of Action. All of the settlements and compromises pursuant to and in connection with the Plan or incorporated by reference into the Plan comply with the requirements of section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. Pursuant to Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided under the Plan, any and all compromise and settlement provisions of the Plan constitute good-faith compromises, are in the best interests of the WMLP Debtors, the WMLP Debtors' Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.
11. Cure of Defaults. The Plan does not propose to cure any defaults of the type referenced in section 1123(d) of the Bankruptcy Code.
12. Other Appropriate Provisions. The Plan's other provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including without limitation, provisions for (a) distributions to holders of Claims and Interests, (b) objections to Claims and (c) procedures for resolving Disputed Claims.

H. Section 1129(a)(2) – Compliance of the WMLP Debtors with Applicable Provisions of the Bankruptcy Code. The WMLP Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018, and 3019. In particular, the WMLP Debtors are proper debtors under section 109 of the Bankruptcy Code and proper proponents of the Plan under section 1121(a) of the Bankruptcy Code. Furthermore, the solicitation of acceptances or rejections of the Plan was (a) pursuant to the Solicitation Procedures Order; (b) in compliance with all applicable laws, rules, and regulations governing the adequacy of disclosure in connection with such solicitation; and (c) solicited after disclosure to Holders of Claims or Interests of adequate information as defined in section 1125(a) of the Bankruptcy Code. Accordingly, the WMLP Debtors and their respective directors, officers, employees, agents, affiliates, and Professionals have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and, therefore, are entitled to the protections set forth in section 1125 of the Bankruptcy Code and Section VII.F.3 of the Plan.

I. Section 1129(a)(3) – Proposal of Plan in Good Faith. The WMLP Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of the WMLP Debtors' Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The WMLP Debtors' Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the WMLP Debtors to wind up their Estates in connection with the sale of substantially all of their remaining assets pursuant to the Kemmerer Sale Order.

J. Section 1129(a)(4) – Bankruptcy Court Approval of Certain Payments as Reasonable. Pursuant to section 1129(a)(4) of the Bankruptcy Code, the payments to be made for services or for costs in connection with the WMLP Debtors' Chapter 11 Cases or the Plan are approved. The fees and expenses incurred by Professionals retained by the WMLP Debtors or the Creditors' Committee shall be payable according to the orders approving such Professionals' retentions, the Interim Compensation Order, other applicable Bankruptcy Court orders, or as otherwise provided in the Plan.

K. Section 1129(a)(5) – Disclosure of Identity of Proposed Management, Compensation of Insiders, and Consistency of Management Proposals with the Interests of Creditors and Public Policy. Pursuant to section 1129(a)(5) of the Bankruptcy Code, (a) information concerning the Person proposed to serve as the Liquidation Trustee has been disclosed in the Plan, and (b) the Liquidation Trustee's proposed compensation has been disclosed in the Plan Supplement. Because the WMLP Debtors are not reorganizing, the remaining portions of section 1129(a)(5) of the Bankruptcy Code are not applicable.

L. Section 1129(a)(6) – Approval of Rate Changes. Section 1129(a)(6) of the Bankruptcy Code is not applicable because the Plan does not provide for rate changes by any of the WMLP Debtors.

M. Section 1129(a)(7) – Best Interests of Creditors and Interest Holders. The liquidation analysis included in the evidence related to the Disclosure Statement and the Plan that was proffered or adduced at or prior to, or in affidavits in connection with, the Confirmation Hearing, is reasonable. The methodology used and assumptions made in such liquidation analysis, as supplemented by the evidence proffered or adduced at or prior to, or in affidavits filed in connection with, the Confirmation Hearing, are reasonable. With respect to

each Impaired Class, each Holder of an Allowed Claim or Interest in such Class has accepted the Plan or will receive under the Plan on account of such Claim or Interest property of a value, as of the Plan Effective Date, that is not less than the amount such Holder would receive if the WMLP Debtors were liquidated under chapter 7 of the Bankruptcy Code.

N. Section 1129(a)(8) – Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Impaired Class. Certain Classes of Claims and Interests are Unimpaired and are deemed conclusively to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. In addition, at least one Impaired Class that was entitled to vote has voted to accept the Plan. Because the Plan provides that certain Classes of Claims and Interests will be Impaired and no distributions shall be made to Holders in such Classes, such Holders are deemed conclusively to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

O. Section 1129(a)(9) – Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code. The treatment of Administrative Expense Claims, Professional Fee Claims, Priority Claims, and Priority Tax Claims under Article II of the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

P. Section 1129(a)(10) – Acceptance by at Least One Impaired Class. One Impaired Class – i.e., Class 2 (Credit Agreement Claims) – has voted to accept the Plan. Accordingly, section 1129(a)(10) of the Bankruptcy Code is satisfied.

Q. Section 1129(a)(11) – Feasibility of the Plan. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. Based upon the evidence proffered or adduced at, or prior to, or in affidavits filed in connection with, the Confirmation Hearing, the Plan is

feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the WMLP Debtors or any successor to the WMLP Debtors, except as such liquidation is proposed in the Plan. Furthermore, the WMLP Debtors will have adequate assets to satisfy their respective obligations under the Plan.

R. Section 1129(a)(12) – Payment of Bankruptcy Fees. Section II.A.1.b of the Plan provides for the payment of all fees payable under 28 U.S.C. § 1930(a) in accordance with section 1129(a)(12) of the Bankruptcy Code.

S. Section 1129(a)(13) – Retiree Benefits. The Plan does not provide for the continuation after the Plan Effective Date of payment of any retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code). Therefore, section 1129(a)(13) of the Bankruptcy Code is not applicable.

T. Section 1129(a)(14) – Domestic Support Obligations. The WMLP Debtors are not required by a judicial or administrative order, or by statute, to pay any domestic support obligations, and therefore, section 1129(a)(14) of the Bankruptcy Code is not applicable.

U. Section 1129(a)(15) – The WMLP Debtors Are Not Individuals. The WMLP Debtors are not individuals, and therefore, section 1129(a)(15) of the Bankruptcy Code is not applicable.

V. Section 1129(a)(16) – No Applicable Nonbankruptcy Law Regarding Transfers. Each of the WMLP Debtors that is a corporation is a moneyed, business, or commercial corporation or trust, and therefore, section 1129(a)(16) of the Bankruptcy Code is not applicable.

W. Section 1129(b) – Confirmation of Plan Over Rejection of Impaired Classes. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code with respect to the Classes presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy

Code. The Plan does not discriminate unfairly with respect to Holders of Claims and Interests in the Classes deemed to reject the Plan because such Holders are receiving the same treatment as holders of similarly situated Claims and Interests against the applicable WMLP Debtor.

The Plan also is fair and equitable with respect to each Class deemed to reject the Plan because (a) it does not provide a recovery on account of any Claim or Interest that is junior in priority to the Impaired, non-accepting Classes of Claims and Interests and (b) no Holder of a Claim or Interest in any Class will receive or retain property under the Plan that has a value greater than 100% of such Holder's Allowed Claim or Interest.

X. Section 1129(c) – Confirmation of Only One Plan With Respect to the WMLP Debtors. The Plan is the only plan that has been Filed in these Chapter 11 Cases with respect to the WMLP Debtors. Accordingly, the Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code.

Y. Section 1129(d) – Principal Purpose Not Avoidance of Taxes. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

Z. Section 1129(e) – Small Business Case. Section 1129(e) is inapplicable because these Chapter 11 Cases do not qualify as small business cases thereunder.

AA. Releases, Injunction, and Exculpation. The releases of Claims and Causes of Action described in the Plan, including releases by the WMLP Debtors and by Holders of Claims and Interests, constitute good faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for consideration and are in the best interests of Holders of Claims and Interests, are fair, equitable, reasonable, and are integral

elements of the resolution of the WMLP Debtors' Chapter 11 Cases in accordance with the Plan. Each of the release, injunction, and exculpation provisions set forth in the Plan: (1) is within the jurisdiction of the Bankruptcy Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (2) is an essential means of implementing the Plan pursuant to section 1123(a)(6) of the Bankruptcy Code; (3) is an integral element of the transactions incorporated into the Plan; (4) confers material benefit on, and is in the best interests of, the WMLP Debtors, their Estates, and their creditors; (5) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the WMLP Debtors' Chapter 11 Cases; (6) is consistent with sections 105, 1123, and 1129 and all other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and any other applicable bankruptcy or non-bankruptcy law; and (7) given and made after due notice and opportunity for hearing.

BB. Confirmation Hearing Exhibits. All of the exhibits presented at the Confirmation Hearing have been properly received into evidence and are a part of the record before the Bankruptcy Court.

CC. Objections to Confirmation of the Plan. Any and all objections to Confirmation have been withdrawn, settled, overruled, or otherwise resolved.

DD. Retention of Jurisdiction. The Bankruptcy Court may properly retain jurisdiction over the matters set forth in Article VIII of the Plan and section 1142 of the Bankruptcy Code.

EE. Plan Supplement. The WMLP Debtors filed the Plan Supplement; all documents included therein comply with the terms of the Plan; and the filing and notice of such documents was adequate, proper and in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

FF. Modifications to the Plan. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan described or set forth in this Confirmation Order constitute technical changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest. Notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan, as modified, is properly before the Bankruptcy Court, and all votes cast with respect to the Plan prior to such modifications shall be binding and shall apply to the Plan.

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

1. The Disclosure Statement is approved on a final basis pursuant to section 1125 of the Bankruptcy Code. Any and all remaining objections or reservations of rights with respect to the Disclosure Statement that have not been withdrawn or resolved as of the entry of this Confirmation Order are hereby overruled on the merits.

2. The Plan (including the Plan Supplement) is confirmed pursuant to section 1129 of the Bankruptcy Code.

3. Plan Supplement, Related Documents. The documents contained in the Plan Supplement and in the Exhibits to the Plan are integral to the Plan and are approved by the Bankruptcy Court, and the WMLP Debtors and the Liquidation Trustee are authorized to take all

actions required or appropriate under the Plan and the Plan Supplement documents to effectuate the Plan and the Dissolution Transactions.

4. The terms of the Plan, the Plan Supplement, and any Exhibits thereto are incorporated herein by reference, and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall be effective and binding as of the Plan Effective Date (unless different date(s) is/are specified in the applicable foregoing documents, in which case the applicable terms shall be effective and binding on such date(s)). The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, the Exhibits thereto, or any related document in this Confirmation Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision.

5. The compromises and settlements set forth in the Plan (including Exhibits thereto) are approved, and will be effective immediately and binding on all parties in interest on the Plan Effective Date (unless different date(s) is/are specified in the applicable foregoing documents, in which case the applicable terms shall be effective and binding on such date(s)).

6. Releases by the WMLP Debtors. The following release by the WMLP Debtors in Section VII.F.4.a of the Plan is approved:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Plan Effective Date, each Released Party is deemed released and discharged by the WMLP Debtors and their Estates from any and all Claims and Causes of Action, including any derivative claims asserted on behalf of the WMLP Debtors, that the WMLP Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a WMLP Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the WMLP Debtors, the WMLP Debtors' capital structure, the assertion or enforcement of rights and remedies against the WMLP Debtors, the WMLP Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a WMLP Debtor and another WMLP Debtor, the WMLP Debtors' Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Asset Sales, or any

Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the WMLP Debtors' Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, except for any claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases herein, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the releases herein are: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the releases herein; (iii) in the best interests of the WMLP Debtors and all Holders of Claims and Interests; (iv) fair, equitable and reasonable; (v) given and made after reasonable investigation by the WMLP Debtors and after notice and opportunity for hearing; and (vi) a bar to any of the WMLP Debtors or their Estates asserting any claim released by the releases herein against any of the Released Parties.

7. Releases by Holders of Claims and Interests. The following release by Holders of Claims and Interests in Section VII.F.4.b of the Plan is approved:

As of the Plan Effective Date, except as otherwise provided herein, each Releasing Party is deemed to have released and discharged each WMLP Debtor and Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted on behalf of the WMLP Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the WMLP Debtors, the WMLP Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a WMLP Debtor and another WMLP Debtor, the WMLP Debtors' Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Asset Sales, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the WMLP Debtors' Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, except for any claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases herein, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the releases herein are: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of

the claims released by the releases herein; (iii) in the best interests of the WMLP Debtors and all Holders of Claims and Interests; (iv) fair, equitable and reasonable; (v) given and made after reasonable investigation and after notice and opportunity for hearing; and (vi) a bar to any of the Releasing Parties asserting any claim released by the releases herein against any of the Released Parties.

For the avoidance of doubt, the United States is not a Releasing Party under the Plan.

8. Exculpation. The following exculpation of the Exculpated Parties in Section VII.F.3 of the Plan is approved:

Except as otherwise specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the WMLP Debtors' Chapter 11 Cases, the Disclosure Statement, this Plan, the Intercompany Settlement, the WMLP Committee Settlement, the Asset Sales or any Dissolution Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the Intercompany Settlement, the WMLP Committee Settlement, the Asset Sales, the filing of the WMLP Debtors' Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

Notwithstanding anything herein to the contrary, nothing in the foregoing paragraph shall exculpate any Person or Entity from any liability resulting from any act or omission constituting fraud, willful misconduct, gross negligence, criminal conduct, malpractice, misuse of commercially sensitive confidential information for competitive purposes that causes damages, or ultra vires acts as determined by a Final Order.

9. Injunction. The following injunction in Section VII.F.5 of the Plan is approved:

Except as otherwise expressly provided in this Plan or for Distributions required to be paid or delivered pursuant to this Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to this Plan shall be discharged pursuant to this Plan, or are subject to exculpation pursuant to section VII.F.3 of this Plan, are permanently enjoined, from and after the Plan Effective Date, from taking any of the following actions against, as applicable, the WMLP Debtors, the Released Parties or the Exculpated Parties (to the extent of the exculpation provided pursuant to section VII.F.3 of this

Plan with respect to the Exculpated Parties): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to this Plan.

10. Exclusions. The following exclusions set forth in Section VII.F.6 of the Plan are approved:

Notwithstanding anything to the contrary in Section VII.F of the Plan or any other provision of the Plan, except as expressly released, discharged or enjoined under the Intercompany Settlement Order or the WMLP Committee Settlement Order, the release, discharge, injunction, exculpation and other provisions with similar effect in the Plan: (a) do not release, discharge, exculpate or enjoin any post-Plan Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan; (c) shall exclude (and nothing in the Plan, the Confirmation Order or any document related to the foregoing releases, discharges, exculpates or enjoins), (i) any Claim, Cause of Action and/or obligation arising under the Intercompany Settlement Term Sheet or the Intercompany Settlement Order or any document, agreement or transaction entered into pursuant thereto (including the WMLP TSA), (ii) any Claim, Cause of Action and/or obligation arising under the WMLP Committee Settlement Order or any document, agreement or transaction entered into pursuant thereto or after the entry of the WMLP Committee Settlement Order related to obligations thereunder and/or (iii) any Claim, Cause of Action and/or obligation arising after the entry of the Intercompany Settlement Order.

11. Liquidation Trustee. The appointment of the Liquidation Trustee is approved in all respects and the Liquidation Trustee is authorized to carry out all rights and duties as set forth in the Plan.

12. Consolidation of the WMLP Debtors. As no objections to such consolidation have been filed or served by any party, pursuant to Section III.F of the Plan, the limited administrative consolidation of the WMLP Debtors solely for administrative purposes related to the Plan, including for purposes of voting, assessing whether the standards for Confirmation have been met, calculating and making Distributions under the Plan, filing post-Confirmation reports and paying quarterly fees to the U.S. Trustee, is hereby approved. Pursuant to such administrative consolidation, as of the Plan Effective Date: (a) all assets and liabilities of the WMLP Debtors shall be deemed merged; (b) all guarantees by one WMLP Debtor of the obligations of any other WMLP Debtor shall be deemed eliminated, and all guarantees executed by multiple WMLP Debtors of the obligations of any other Entity shall be deemed consolidated into a single obligation, so that any Claim against any WMLP Debtor and any guarantee thereof executed by any other WMLP Debtor and any joint or several liability of any of the WMLP Debtors shall be deemed to be one obligation of the WMLP Debtors; (c) each and every Claim Filed or to be Filed in the Chapter 11 Case of any WMLP Debtor shall be deemed Filed against all WMLP Debtors and shall be deemed one Claim against and a single obligation of the WMLP Debtors; and (d) all Intercompany Claims between WMLP Debtors shall be eliminated and extinguished.

13. This consolidation shall not affect (a) the legal and corporate structures of the WMLP Debtors; (b) the vesting of the WMLP Debtors' assets in the Liquidation Trust; (c) the right to distributions from any insurance policies or proceeds of such policies; (d) any Liens granted or arising at any time prior to the Plan Effective Date or the priority of those Liens; or (e) the rights of the WMLP Debtors or the Liquidation Trustee to contest setoff or recoupment

rights alleged by creditors on the grounds of lack of mutuality under section 553 of the Bankruptcy Code and other applicable law.

14. Executory Contracts and Unexpired Leases. Entry of this Confirmation Order shall constitute approval of all assumptions, assignments, and rejections of Executory Contracts and Unexpired Leases provided for under the Plan pursuant to section 365 of the Bankruptcy Code. Unless otherwise indicated, assumptions, assignments or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Plan Effective Date without the need for any further action or consents that may otherwise be required under applicable nonbankruptcy law. Any motions to assume Executory Contracts or Unexpired Leases pending on the Plan Effective Date shall be subject to approval by a Final Order of the Bankruptcy Court on or after the Plan Effective Date, the entry of which shall result in such assumptions becoming effective without the need for any further action that may otherwise be required under applicable nonbankruptcy law.

15. Surety Matters. 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"). Prior to the Petition Date, 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").

16. 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 WLB Plan, the WLB Confirmation Order, the Oxford Sale Order, the Kemmerer Sale Order or the Existing Surety Bonds. With respect to the WMLP Debtors' Existing Indemnity Agreements and any related monetary obligations under the common law of suretyship, nothing in the Plan or this Order shall alter, limit, modify, release, discharge, preclude or enjoin any obligation of the WMLP Debtors thereunder, unless any Claim relating to, or deriving from, such obligation is a Class 4 Claim under the Plan. 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.

17. 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 prevent or limit the Sureties from

exercising their rights with respect to the Existing Surety Collateral 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.

18. 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.

19. Nothing contained in paragraphs 14 through 18 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.

20. Implementation of Other Necessary Documents and Agreements. The WMLP Debtors and the Liquidation Trustee, as applicable, are authorized, without further notice to, or action, order or approval of the Bankruptcy Court or any other Person, to execute and deliver all

agreements, documents, instruments and certificates relating to such documents and agreements and to perform their obligations thereunder, including, without limitation, to pay all fees, costs and expenses thereunder in accordance with the Plan. The terms and conditions of such documents and agreements are reaffirmed or approved, as applicable, and shall, upon completion of documentation and execution, be valid, binding and enforceable.

21. Kemmerer Closing Date. In the event that the Kemmerer Closing Date does not occur, the WMLP Debtors shall either withdraw the Plan or file proposed Plan amendments after notice and opportunity to object.

22. No Action Required. Under section 1142(b) of the Bankruptcy Code and applicable nonbankruptcy law, no action of the directors or stockholders of the WMLP Debtors is required to authorize the WMLP Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan.

23. Enforceability of Plan Documents. Pursuant to Sections 1123(a) and 1142(a) of the Bankruptcy Code and the provisions of this Confirmation Order, the Plan and all documents arising under or related to the Plan shall be enforceable notwithstanding any otherwise applicable nonbankruptcy law and the WMLP Debtors and the Liquidating Trustee are entitled to enforce the terms of this Confirmation Order.

24. Notice of Confirmation and Plan Effective Date. The WMLP Debtors shall cause to be served a notice of the entry of this Confirmation Order and occurrence of the Plan Effective Date, substantially in form attached hereto as Exhibit B (the "Confirmation Notice"), upon (a) all parties listed in the creditor matrix maintained by the Claims and Noticing Agent and (b) such

additional persons and entities as deemed appropriate by the WMLP Debtors, no later than five business days after the Plan Effective Date. The WMLP Debtors shall cause the Confirmation Notice to be published in *USA Today* (national edition), the *Kemmerer Gazette*, and the *Columbus Dispatch* seven business days after the Plan Effective Date.

25. No Stay of Confirmation Order. Notwithstanding Bankruptcy Rule 3020(e), the terms and conditions of this Confirmation Order will be effective and enforceable immediately upon its entry.

Signed:

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Amended Joint Plan of Liquidation for the WMLP Debtors, As Modified

Exhibit B

Confirmation Notice

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

In re:

Westmoreland Coal Company, et al.,¹

Debtors.

Chapter 11

Case No. 18-35672 (DRJ)

(Jointly Administered)

**NOTICE OF ENTRY OF ORDER CONFIRMING AMENDED
JOINT PLAN OF LIQUIDATION OF THE WMLP DEBTORS, AS MODIFIED²**

TO ALL CREDITORS, INTEREST HOLDERS, AND OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE that on June [], 2019, the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order [Docket No. []] (the "Confirmation Order") confirming the *Amended Joint Plan of Liquidation for the WMLP Debtors, as Modified* (with all supplements and exhibits thereto, the "Plan"),³ attached as **Exhibit A** to the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that the transactions contemplated under the Plan will not take place until the occurrence of the Plan Effective Date. The WMLP Debtors will serve a separate notice following the occurrence of the Plan Effective Date.

PLEASE TAKE FURTHER NOTICE that the terms of the Plan, the Plan Supplement, and the Confirmation Order are immediately effective and enforceable and deemed binding upon the WMLP Debtors, and any and all Holders of Claims or Interests (regardless of whether such Holders of Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases and injunctions described in the Plan, each Entity acquiring property under the Plan, the Confirmation Order and any and all

¹ Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the Debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent in these chapter 11 cases at www.donlinrecano.com/westmoreland. Westmoreland Coal Company's service address for the purposes of these chapter 11 cases is 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112.

² The "WMLP Debtors" consist of the following entities: Westmoreland Resources GP, LLC; Westmoreland Resource Partners, LP; Westmoreland Kemmerer, LLC; Westmoreland Kemmerer Fee Coal Holdings, LLC; Oxford Mining Company, LLC; Harrison Resources, LLC; Oxford Mining Company-Kentucky, LLC; Daron Coal Company, LLC; and Oxford Conesville, LLC.

³ Capitalized terms used but not defined herein shall have the meanings given to them in the Plan.

non-WMLP Debtor parties to the Executory Contracts and Unexpired Leases with the WMLP Debtors.

PLEASE TAKE FURTHER NOTICE that the Plan, the Plan Supplement, the Confirmation Order, and copies of all documents filed in these chapter 11 cases may be obtained free of charge by visiting www.donlinrecano.com/westmoreland or by calling the Debtors' restructuring hotline at (855) 252-2156. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: ecf.txsb.uscourts.gov.

Dated: [____], 2019
Houston, Texas

Respectfully submitted,

/s/ _____
Heather Lennox (admitted *pro hac vice*)
Oliver S. Zeltner (Tex. Bar No. 24104000)
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***Conflicts Counsel to the WMLP Debtors and
Counsel to the Conflicts Committee of Debtor
Westmoreland Resources GP, LLC***

**IF YOU HAVE ANY QUESTIONS ABOUT THIS
NOTICE, PLEASE CONTACT DONLIN, RECANO &
COMPANY, INC. BY CALLING (800) 499-8519.**

Exhibit B

Redline of Revised Proposed Confirmation Order and Proposed Confirmation Order

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

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

**ORDER APPROVING DISCLOSURE STATEMENT AND CONFIRMING
AMENDED JOINT PLAN OF LIQUIDATION FOR THE WMLP DEBTORS**

The WMLP Debtors² having:

- (a) commenced their Chapter 11 Cases on the Petition Date;
- (b) continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code;
- (c) on June 34, 2019, filed the Plan, a copy of which is attached hereto as Exhibit A;
- (d) on March 17, 2019, filed the *Disclosure Statement with Respect to Joint Plan of Liquidation for the WMLP Debtors* (Docket No. 1617) (the "Disclosure Statement");
- (e) caused (i) the Solicitation Packages (as defined in the Solicitation Procedures Order) to be distributed to Holders of Claims entitled to vote on the Plan and (ii) the notices and opt-out forms described in the Solicitation Procedures Motion³ to be distributed to Holders of Claims and Interests not entitled to vote on the Plan, in accordance with the Solicitation Procedures Order, as evidenced by the

¹ Due to the large number of debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the debtors' claims and noticing agent in these chapter 11 cases at www.donlinrecano.com/westmoreland. Westmoreland Coal Company's service address for the purposes of these chapter 11 cases is 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the *Amended Joint Plan of Liquidation for the WMLP Debtors, As Modified* (Docket No. [____]) (the "Plan").

³ "Solicitation Procedures Motion" means the *WMLP Debtors' Emergency Motion for Entry of an Order (I) Conditionally Approving the Adequacy of the WMLP Disclosure Statement, (II) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the WMLP Plan, (III) Approving the Form of Various Ballots and Notices in Connection Therewith, and (IV) Approving the Scheduling of Certain Dates in Connection with Confirmation of the WMLP Plan* (Docket No. 1615).

Affidavit of Service (Docket No. 1647) (the "Solicitation Affidavit") filed on March 27, 2019;

- (f) caused the Combined Hearing Notice (as defined in the Solicitation Procedures Order) to be published on March 21, 2019 in *USA Today*, the *Columbus Dispatch* and the *Kemmerer Gazette*, as evidenced by the *Affidavits of Publication* (Docket Nos. 1654, 1655 and 1656) (collectively, the "Publication Affidavits");
- (g) on April 15, 2019 (Docket No. 1740) and May 1, 2019 (Docket No. 1804), filed notices of reset of the Confirmation Hearing and related deadlines (together, the "Notices of Reset") and caused the Notices of Reset to be served on parties in interest in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order and the Solicitation Procedures Order, as evidenced by the corresponding affidavits of service (Docket Nos. 1776 and 1818) (together, the "Notice of Reset Affidavits");
- (h) on May 22, 2019, filed the Plan Supplement (Docket No. 1862);
- (i) on June 3, 2019, filed the Amendment to Plan Supplement (Docket No. 1934);
- (j) on May 31, 2019, filed the *WMLP Debtors' Memorandum of Law in Support of Confirmation of the Amended Joint Chapter 11 Plan of Liquidation for the WMLP Debtors* (Docket No. 1904) (the "Confirmation Brief"); and
- (k) on June 4, 2019, filed the *Declaration of Jung W. Song on Behalf of Donlin, Recano & Company, Inc. Regarding Voting and Tabulation of Ballots Accepting and Rejecting the Amended Joint Plan of Liquidation for the WMLP Debtors* (Docket No. 1948) (the "Voting Report").

The Bankruptcy Court having:

- (a) on March 18, 2019, entered the Disclosure Statement Order conditionally approving the Disclosure Statement;
- (b) set May 24, 2019, at 5:00 p.m. (Central Time) as the deadline for filing objections to (i) final approval of the Disclosure Statement or (ii) Confirmation of the Plan (the "Objection Deadline");
- (c) set June 3, 2019, at 5:00 p.m. (Central Time) as the deadline for voting on the Plan;
- (d) set June 5, 2019, at ~~1:00 pm~~ 10:30 a.m. (Central Time) as the date and time for the commencement of (i) the hearing on final approval of the Disclosure Statement and (ii) the Confirmation Hearing;
- (e) reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the Voting Report, and all pleadings, exhibits, declarations, affidavits, statements, responses

and comments regarding the Disclosure Statement and Confirmation of the Plan, including all objections, statements, and reservations of rights filed by parties in interest on the docket of these Chapter 11 Cases;

- (f) held the Confirmation Hearing;
- (g) heard the statements and arguments made by counsel in respect of Confirmation of the Plan and final approval of the Disclosure Statement;
- (h) considered all oral representations, live testimony, written direct testimony, exhibits, documents, filings and other evidence presented at the Confirmation Hearing;
- (i) made rulings on the record at the Confirmation Hearing; and
- (j) overruled on the merits all unresolved objections, reservations of rights, and other statements to the Disclosure Statement and/or Confirmation of the Plan, except as otherwise stated or indicated on the record.

NOW, THEREFORE, the Bankruptcy Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation of the Plan and final approval of the Disclosure Statement have been adequate and appropriate as to all parties affected or to be affected by the Disclosure Statement, the Plan and the transactions contemplated thereby, and the Bankruptcy Court having considered the record in these Chapter 11 Cases, the Voting Report, the compromises and settlements embodied in and contemplated by the Plan, the briefs and arguments regarding Confirmation of the Plan, the evidence regarding Confirmation of the Plan, and the Confirmation Hearing having been held on June 5, 2019; and after due deliberation,

IT IS HEREBY FOUND AND CONCLUDED THAT:

A. Jurisdiction and Venue. The WMLP Debtors were and are qualified to be debtors under section 109 of the Bankruptcy Code. Venue in the Southern District of Texas was proper as of the Petition Date and continues to be proper. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Bankruptcy Court has subject matter jurisdiction over this

matter pursuant to 28 U.S.C. § 1334 and the Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

B. Voting Report. Prior to the Confirmation Hearing, the Claims and Noticing Agent filed the Voting Report. All procedures used to distribute solicitation materials to the applicable Holders of Claims and Interests and to tabulate the Ballots were fair and conducted in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations. Pursuant to sections 1124 and 1126 of the Bankruptcy Code, at least one Impaired Class entitled to vote on the Plan has voted to accept the Plan.

C. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the clerk of the Bankruptcy Court and/or its duly appointed agent, including, without limitation, all pleadings and other documents Filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases (including the Confirmation Hearing). Resolutions of any objections to Confirmation explained on the record at the Confirmation Hearing are hereby incorporated by reference.

D. Notice. As evidenced by the Solicitation Affidavit, the Publication Affidavits, the Notice of Reset Affidavits, and the Voting Report, due, adequate, and sufficient notice of the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Hearing, and the release and exculpation provisions set forth in Section VII.F of the Plan, along with all deadlines for voting on or objecting to the Plan, has been given to (a) all known Holders of Claims and Interests, (b) parties that requested notice in accordance with Bankruptcy Rule 2002, (c) all

parties to Unexpired Leases and Executory Contracts and (d) all taxing authorities listed on the Schedules or in the claims register, in compliance with the Solicitation Procedures Order and Bankruptcy Rules 2002, 3017, 3019 and 3020(b), and such transmittal and service were appropriate, adequate, and sufficient. Adequate and sufficient notice of the Confirmation Hearing and other dates, deadlines, and hearings described in the Solicitation Procedures Order was given in compliance with the Bankruptcy Rules and such order, and no other or further notice is or shall be required.

E. Solicitation. Votes for acceptance and rejection of the Plan were solicited in good faith and complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Solicitation Procedures Order, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws, and regulations. The WMLP Debtors and their respective directors, managers, officers, employees, agents, affiliates, representatives, attorneys, and advisors, as applicable, have solicited votes on the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code and the Solicitation Procedures Order and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section VII.F of the Plan. The WMLP Debtors solicited acceptance of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code.

F. Burden of Proof. The WMLP Debtors, as proponents of the Plan, have satisfied their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan.

G. The Plan complies with all requirements of section 1129 of the Bankruptcy Code as follows:

1. Proper Classification. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article II of the Plan designates Classes of Claims and Interests, other than Administrative Expense Claims, Professional Fee Claims and Priority Tax Claims, which are not required to be classified. As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.
2. Specification of Unimpaired Classes. Pursuant to section 1123(a)(2) of the Bankruptcy Code, Article II of the Plan specifies all Classes of Claims and Interests that are not Impaired.
3. Specification and Treatment of Impaired Classes. Pursuant to section 1123(a)(3) of the Bankruptcy Code, Article II of the Plan specifies the treatment of all Classes of Claims and Interests that are Impaired.
4. No Discrimination. Pursuant to section 1123(a)(4) of the Bankruptcy Code, Article II of the Plan provides the same treatment for each Claim or Interest within a particular Class, as the case may be, unless the Holder of a particular Claim or Interest has agreed to less favorable treatment with respect to such Claim or Interest, as applicable.
5. Plan Implementation. Pursuant to section 1123(a)(5) of the Bankruptcy Code, the Plan provides adequate and proper means for the Plan's implementation. Immediately upon the Plan Effective Date, sufficient Cash and other consideration provided under the Plan will be available to make all payments required to be made on the Plan Effective Date pursuant to the terms of the Plan. Moreover, Article III and various other provisions of the Plan specifically provide adequate means for the Plan's implementation.
6. Nonvoting Equity Securities. In accordance with section 1123(a)(6) of the Bankruptcy Code, the Plan does not issue nonvoting equity securities.
7. Liquidation Trustee. To the extent that section 1123(a)(7) of the Bankruptcy Code applies to the selection of the Liquidation Trustee, the selection of the Liquidation Trustee is consistent with the interests of Holders of Claims and Interests and public policy.
8. Impairment/Unimpairment of Classes of Claims and Interests. Pursuant to section 1123(b)(1) of the Bankruptcy Code: (a) Class 2 Claims (Credit Agreement Claims), Class 4 Claims (General Unsecured Claims, Class 5 Claims (WMLP Intercompany Claims) and Class 6 Interests (WMLP Interests and WMGP Interests) are Impaired under the Plan; and (b) Class 1 Claims (Priority

Claims), Class 3 Claims (Other Secured Claims) and Class 7 Interests (Subsidiary Interests) are Unimpaired under the Plan.

9. Assumption and Rejection of Executory Contracts and Unexpired Leases. In accordance with section 1123(b)(2) of the Bankruptcy Code, pursuant to Article IV of the Plan, on the Plan Effective Date, except as otherwise provided in the Plan, each of the WMLP Debtors' Executory Contracts and Unexpired Leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court shall be deemed rejected as of the Plan Effective Date in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for any Executory Contract or Unexpired Lease (a) identified on Exhibit IV.A to the Plan as an Executory Contract or Unexpired Lease designated for assumption and assignment to the Liquidation Trust, (b) that is the subject of a separate motion or notice to assume or reject Filed by a WMLP Debtor and pending as of the Confirmation Hearing or (c) that previously expired or terminated pursuant to its own terms. The WMLP Debtors' assumption and assignment of the Executory Contracts and Unexpired Leases pursuant to the Plan satisfies the requirements of section 365(b) of the Bankruptcy Code and, accordingly, the requirements of section 1123(b)(2) of the Bankruptcy Code. The WMLP Debtors have exercised reasonable business judgment in determining whether to reject, assume, or assume and assign each of their Executory Contracts and Unexpired Leases under the terms of the Plan. Each pre- or post-Confirmation rejection, assumption, or assumption and assignment of an Executory Contract or Unexpired Lease pursuant to Article IV of the Plan will be legal, valid and binding upon the applicable WMLP Debtor and all other parties to such Executory Contract or Unexpired Lease, as applicable, all to the same extent as if such rejection, assumption, or assumption and assignment had been effectuated pursuant to an appropriate order of the Bankruptcy Court entered before the Confirmation Date under section 365 of the Bankruptcy Code. Each of the Executory Contracts and Unexpired Leases to be rejected, assumed, or assumed and assigned is deemed to be an executory contract or an unexpired lease, as applicable.
10. Settlement of Claims and Causes of Action. All of the settlements and compromises pursuant to and in connection with the Plan or incorporated by reference into the Plan comply with the requirements of section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. Pursuant to Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided under the Plan, any and all compromise and settlement provisions of the Plan constitute good-faith compromises, are in the best interests of the WMLP Debtors, the WMLP Debtors' Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.
11. Cure of Defaults. The Plan does not propose to cure any defaults of the type referenced in section 1123(d) of the Bankruptcy Code.

12. Other Appropriate Provisions. The Plan's other provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including without limitation, provisions for (a) distributions to holders of Claims and Interests, (b) objections to Claims and (c) procedures for resolving Disputed Claims.

H. Section 1129(a)(2) – Compliance of the WMLP Debtors with Applicable Provisions of the Bankruptcy Code. The WMLP Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018, and 3019. In particular, the WMLP Debtors are proper debtors under section 109 of the Bankruptcy Code and proper proponents of the Plan under section 1121(a) of the Bankruptcy Code. Furthermore, the solicitation of acceptances or rejections of the Plan was (a) pursuant to the Solicitation Procedures Order; (b) in compliance with all applicable laws, rules, and regulations governing the adequacy of disclosure in connection with such solicitation; and (c) solicited after disclosure to Holders of Claims or Interests of adequate information as defined in section 1125(a) of the Bankruptcy Code. Accordingly, the WMLP Debtors and their respective directors, officers, employees, agents, affiliates, and Professionals have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and, therefore, are entitled to the protections set forth in section 1125 of the Bankruptcy Code and Section VII.F.3 of the Plan.

I. Section 1129(a)(3) – Proposal of Plan in Good Faith. The WMLP Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of the WMLP Debtors' Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The WMLP Debtors' Chapter 11 Cases were filed,

and the Plan was proposed, with the legitimate purpose of allowing the WMLP Debtors to wind up their Estates in connection with the sale of substantially all of their remaining assets pursuant to the Kemmerer Sale Order.

J. Section 1129(a)(4) – Bankruptcy Court Approval of Certain Payments as Reasonable. Pursuant to section 1129(a)(4) of the Bankruptcy Code, the payments to be made for services or for costs in connection with the WMLP Debtors' Chapter 11 Cases or the Plan are approved. The fees and expenses incurred by Professionals retained by the WMLP Debtors or the Creditors' Committee shall be payable according to the orders approving such Professionals' retentions, the Interim Compensation Order, other applicable Bankruptcy Court orders, or as otherwise provided in the Plan.

K. Section 1129(a)(5) – Disclosure of Identity of Proposed Management, Compensation of Insiders, and Consistency of Management Proposals with the Interests of Creditors and Public Policy. Pursuant to section 1129(a)(5) of the Bankruptcy Code, (a) information concerning the Person proposed to serve as the Liquidation Trustee has been disclosed in the Plan, and (b) the Liquidation Trustee's proposed compensation has been disclosed in the Plan Supplement. Because the WMLP Debtors are not reorganizing, the remaining portions of section 1129(a)(5) of the Bankruptcy Code are not applicable.

L. Section 1129(a)(6) – Approval of Rate Changes. Section 1129(a)(6) of the Bankruptcy Code is not applicable because the Plan does not provide for rate changes by any of the WMLP Debtors.

M. Section 1129(a)(7) – Best Interests of Creditors and Interest Holders. The liquidation analysis included in the evidence related to the Disclosure Statement and the Plan that was proffered or adduced at or prior to, or in affidavits in connection with, the

Confirmation Hearing, is reasonable. The methodology used and assumptions made in such liquidation analysis, as supplemented by the evidence proffered or adduced at or prior to, or in affidavits filed in connection with, the Confirmation Hearing, are reasonable. With respect to each Impaired Class, each Holder of an Allowed Claim or Interest in such Class has accepted the Plan or will receive under the Plan on account of such Claim or Interest property of a value, as of the Plan Effective Date, that is not less than the amount such Holder would receive if the WMLP Debtors were liquidated under chapter 7 of the Bankruptcy Code.

N. Section 1129(a)(8) – Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Impaired Class. Certain Classes of Claims and Interests are Unimpaired and are deemed conclusively to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. In addition, at least one Impaired Class that was entitled to vote has voted to accept the Plan. Because the Plan provides that certain Classes of Claims and Interests will be Impaired and no distributions shall be made to Holders in such Classes, such Holders are deemed conclusively to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

O. Section 1129(a)(9) – Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code. The treatment of Administrative Expense Claims, Professional Fee Claims, Priority Claims, and Priority Tax Claims under Article II of the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

P. Section 1129(a)(10) – Acceptance by at Least One Impaired Class. One Impaired Class – i.e., Class 2 (Credit Agreement Claims) – has voted to accept the Plan. Accordingly, section 1129(a)(10) of the Bankruptcy Code is satisfied.

Q. Section 1129(a)(11) – Feasibility of the Plan. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. Based upon the evidence proffered or adduced at, or prior to, or in affidavits filed in connection with, the Confirmation Hearing, the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the WMLP Debtors or any successor to the WMLP Debtors, except as such liquidation is proposed in the Plan. Furthermore, the WMLP Debtors will have adequate assets to satisfy their respective obligations under the Plan.

R. Section 1129(a)(12) – Payment of Bankruptcy Fees. Section II.A.1.b of the Plan provides for the payment of all fees payable under 28 U.S.C. § 1930(a) in accordance with section 1129(a)(12) of the Bankruptcy Code.

S. Section 1129(a)(13) – Retiree Benefits. The Plan does not provide for the continuation after the Plan Effective Date of payment of any retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code). Therefore, section 1129(a)(13) of the Bankruptcy Code is not applicable.

T. Section 1129(a)(14) – Domestic Support Obligations. The WMLP Debtors are not required by a judicial or administrative order, or by statute, to pay any domestic support obligations, and therefore, section 1129(a)(14) of the Bankruptcy Code is not applicable.

U. Section 1129(a)(15) – The WMLP Debtors Are Not Individuals. The WMLP Debtors are not individuals, and therefore, section 1129(a)(15) of the Bankruptcy Code is not applicable.

V. Section 1129(a)(16) – No Applicable Nonbankruptcy Law Regarding Transfers. Each of the WMLP Debtors that is a corporation is a moneyed, business, or commercial corporation or trust, and therefore, section 1129(a)(16) of the Bankruptcy Code is not applicable.

W. Section 1129(b) – Confirmation of Plan Over Rejection of Impaired Classes.

The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code with respect to the Classes presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Plan does not discriminate unfairly with respect to Holders of Claims and Interests in the Classes deemed to reject the Plan because such Holders are receiving the same treatment as holders of similarly situated Claims and Interests against the applicable WMLP Debtor.

The Plan also is fair and equitable with respect to each Class deemed to reject the Plan because (a) it does not provide a recovery on account of any Claim or Interest that is junior in priority to the Impaired, non-accepting Classes of Claims and Interests and (b) no Holder of a Claim or Interest in any Class will receive or retain property under the Plan that has a value greater than 100% of such Holder's Allowed Claim or Interest.

X. Section 1129(c) – Confirmation of Only One Plan With Respect to the WMLP

Debtors. The Plan is the only plan that has been Filed in these Chapter 11 Cases with respect to the WMLP Debtors. Accordingly, the Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code.

Y. Section 1129(d) – Principal Purpose Not Avoidance of Taxes. The principal

purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

Z. Section 1129(e) – Small Business Case. Section 1129(e) is inapplicable because

these Chapter 11 Cases do not qualify as small business cases thereunder.

AA. Releases, Injunction, and Exculpation. The releases of Claims and Causes of

Action described in the Plan, including releases by the WMLP Debtors and by Holders of

Claims and Interests, constitute good faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for consideration and are in the best interests of Holders of Claims and Interests, are fair, equitable, reasonable, and are integral elements of the resolution of the WMLP Debtors' Chapter 11 Cases in accordance with the Plan. Each of the release, injunction, and exculpation provisions set forth in the Plan: (1) is within the jurisdiction of the Bankruptcy Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (2) is an essential means of implementing the Plan pursuant to section 1123(a)(6) of the Bankruptcy Code; (3) is an integral element of the transactions incorporated into the Plan; (4) confers material benefit on, and is in the best interests of, the WMLP Debtors, their Estates, and their creditors; (5) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the WMLP Debtors' Chapter 11 Cases; (6) is consistent with sections 105, 1123, and 1129 and all other applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and any other applicable bankruptcy or non-bankruptcy law; and (7) given and made after due notice and opportunity for hearing.

BB. Confirmation Hearing Exhibits. All of the exhibits presented at the Confirmation Hearing have been properly received into evidence and are a part of the record before the Bankruptcy Court.

CC. Objections to Confirmation of the Plan. Any and all objections to Confirmation have been withdrawn, settled, overruled, or otherwise resolved.

DD. Retention of Jurisdiction. The Bankruptcy Court may properly retain jurisdiction over the matters set forth in Article VIII of the Plan and section 1142 of the Bankruptcy Code.

EE. Plan Supplement. The WMLP Debtors filed the Plan Supplement; all documents included therein comply with the terms of the Plan; and the filing and notice of such documents

was adequate, proper and in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

FF. Modifications to the Plan. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan described or set forth in this Confirmation Order constitute technical changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest. Notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan, as modified, is properly before the Bankruptcy Court, and all votes cast with respect to the Plan prior to such modifications shall be binding and shall apply to the Plan.

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

1. The Disclosure Statement is approved on a final basis pursuant to section 1125 of the Bankruptcy Code. Any and all remaining objections or reservations of rights with respect to the Disclosure Statement that have not been withdrawn or resolved as of the entry of this Confirmation Order are hereby overruled on the merits.

2. The Plan (including the Plan Supplement) is confirmed pursuant to section 1129 of the Bankruptcy Code.

3. Plan Supplement, Related Documents. The documents contained in the Plan Supplement and in the Exhibits to the Plan are integral to the Plan and are approved by the

Bankruptcy Court, and the WMLP Debtors and the Liquidation Trustee are authorized to take all actions required or appropriate under the Plan and the Plan Supplement documents to effectuate the Plan and the Dissolution Transactions.

4. The terms of the Plan, the Plan Supplement, and any Exhibits thereto are incorporated herein by reference, and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall be effective and binding as of the Plan Effective Date (unless different date(s) is/are specified in the applicable foregoing documents, in which case the applicable terms shall be effective and binding on such date(s)). The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, the Exhibits thereto, or any related document in this Confirmation Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision.

5. The compromises and settlements set forth in the Plan (including Exhibits thereto) are approved, and will be effective immediately and binding on all parties in interest on the Plan Effective Date (unless different date(s) is/are specified in the applicable foregoing documents, in which case the applicable terms shall be effective and binding on such date(s)).

6. Releases by the WMLP Debtors. The following release by the WMLP Debtors in Section VII.F.4.a of the Plan is approved:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Plan Effective Date, each Released Party is deemed released and discharged by the WMLP Debtors and their Estates from any and all Claims and Causes of Action, including any derivative claims asserted on behalf of the WMLP Debtors, that the WMLP Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a WMLP Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the WMLP Debtors, the WMLP Debtors' capital structure, the assertion or enforcement of rights and remedies against the WMLP Debtors, the WMLP Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a WMLP Debtor and

another WMLP Debtor, the WMLP Debtors' Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Asset Sales, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the WMLP Debtors' Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, except for any claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases herein, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the releases herein are: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the releases herein; (iii) in the best interests of the WMLP Debtors and all Holders of Claims and Interests; (iv) fair, equitable and reasonable; (v) given and made after reasonable investigation by the WMLP Debtors and after notice and opportunity for hearing; and (vi) a bar to any of the WMLP Debtors or their Estates asserting any claim released by the releases herein against any of the Released Parties.

7. Releases by Holders of Claims and Interests. The following release by Holders of Claims and Interests in Section VII.F.4.b of the Plan is approved:

As of the Plan Effective Date, except as otherwise provided herein, each Releasing Party is deemed to have released and discharged each WMLP Debtor and Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted on behalf of the WMLP Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the WMLP Debtors, the WMLP Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a WMLP Debtor and another WMLP Debtor, the WMLP Debtors' Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Asset Sales, or any Dissolution Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan, the Asset Sales, the filing of the WMLP Debtors' Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, except for any claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases herein, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the

Bankruptcy Court's finding that the releases herein are: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the releases herein; (iii) in the best interests of the WMLP Debtors and all Holders of Claims and Interests; (iv) fair, equitable and reasonable; (v) given and made after reasonable investigation and after notice and opportunity for hearing; and (vi) a bar to any of the Releasing Parties asserting any claim released by the releases herein against any of the Released Parties.

For the avoidance of doubt, the United States is not a Releasing Party under the Plan.

8. Exculpation. The following exculpation of the Exculpated Parties in Section VII.F.3 of the Plan is approved:

Except as otherwise specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the WMLP Debtors' Chapter 11 Cases, the Disclosure Statement, this Plan, the Intercompany Settlement, the WMLP Committee Settlement, the Asset Sales or any Dissolution Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the Intercompany Settlement, the WMLP Committee Settlement, the Asset Sales, the filing of the WMLP Debtors' Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

Notwithstanding anything herein to the contrary, nothing in the foregoing paragraph shall exculpate any Person or Entity from any liability resulting from any act or omission constituting fraud, willful misconduct, gross negligence, criminal conduct, malpractice, misuse of commercially sensitive confidential information for competitive purposes that causes damages, or ultra vires acts as determined by a Final Order.

9. Injunction. The following injunction in Section VII.F.5 of the Plan is approved:

Except as otherwise expressly provided in this Plan or for Distributions required to be paid or delivered pursuant to this Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to this Plan shall be discharged pursuant to this Plan, or are subject to exculpation pursuant to section VII.F.3 of this Plan, are permanently enjoined, from and after the Plan Effective Date, from taking any of the

following actions against, as applicable, the WMLP Debtors, the Released Parties or the Exculpated Parties (to the extent of the exculpation provided pursuant to section VII.F.3 of this Plan with respect to the Exculpated Parties): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to this Plan.

10. Exclusions. The following exclusions set forth in Section VII.F.6 of the Plan are approved:

Notwithstanding anything to the contrary in Section VII.F of the Plan or any other provision of the Plan, except as expressly released, discharged or enjoined under the Intercompany Settlement Order or the WMLP Committee Settlement Order, the release, discharge, injunction, exculpation and other provisions with similar effect in the Plan: (a) do not release, discharge, exculpate or enjoin any post-Plan Effective Date obligations of any party or Entity under the Plan, any Dissolution Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (b) do not affect the rights of Holders of Allowed Claims or Interests to receive Distributions under the Plan; (c) shall exclude (and nothing in the Plan, the Confirmation Order or any document related to the foregoing releases, discharges, exculpates or enjoins), (i) any Claim, Cause of Action and/or obligation arising under the Intercompany Settlement Term Sheet or the Intercompany Settlement Order or any document, agreement or transaction entered into pursuant thereto (including the WMLP TSA), (ii) any Claim, Cause of Action and/or obligation arising under the WMLP Committee Settlement Order or any document, agreement or transaction entered into pursuant thereto or after the entry of the WMLP Committee Settlement Order related to obligations thereunder and/or (iii) any Claim, Cause of Action and/or obligation arising after the entry of the Intercompany Settlement Order.

11. Liquidation Trustee. The appointment of the Liquidation Trustee is approved in all respects and the Liquidation Trustee is authorized to carry out all rights and duties as set forth in the Plan.

12. Consolidation of the WMLP Debtors. As no objections to such consolidation have been filed or served by any party, pursuant to Section III.F of the Plan, the limited administrative consolidation of the WMLP Debtors solely for administrative purposes related to the Plan, including for purposes of voting, assessing whether the standards for Confirmation have been met, calculating and making Distributions under the Plan, filing post-Confirmation reports and paying quarterly fees to the U.S. Trustee, is hereby approved. Pursuant to such administrative consolidation, as of the Plan Effective Date: (a) all assets and liabilities of the WMLP Debtors shall be deemed merged; (b) all guarantees by one WMLP Debtor of the obligations of any other WMLP Debtor shall be deemed eliminated, and all guarantees executed by multiple WMLP Debtors of the obligations of any other Entity shall be deemed consolidated into a single obligation, so that any Claim against any WMLP Debtor and any guarantee thereof executed by any other WMLP Debtor and any joint or several liability of any of the WMLP Debtors shall be deemed to be one obligation of the WMLP Debtors; (c) each and every Claim Filed or to be Filed in the Chapter 11 Case of any WMLP Debtor shall be deemed Filed against all WMLP Debtors and shall be deemed one Claim against and a single obligation of the WMLP Debtors; and (d) all Intercompany Claims between WMLP Debtors shall be eliminated and extinguished.

13. This consolidation shall not affect (a) the legal and corporate structures of the WMLP Debtors; (b) the vesting of the WMLP Debtors' assets in the Liquidation Trust; (c) the right to distributions from any insurance policies or proceeds of such policies; (d) any Liens granted or arising at any time prior to the Plan Effective Date or the priority of those Liens; or (e) the rights of the WMLP Debtors or the Liquidation Trustee to contest setoff or recoupment

rights alleged by creditors on the grounds of lack of mutuality under section 553 of the Bankruptcy Code and other applicable law.

14. Executory Contracts and Unexpired Leases. Entry of this Confirmation Order shall constitute approval of all assumptions, assignments, and rejections of Executory Contracts and Unexpired Leases provided for under the Plan pursuant to section 365 of the Bankruptcy Code. Unless otherwise indicated, assumptions, assignments or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Plan Effective Date without the need for any further action or consents that may otherwise be required under applicable nonbankruptcy law. Any motions to assume Executory Contracts or Unexpired Leases pending on the Plan Effective Date shall be subject to approval by a Final Order of the Bankruptcy Court on or after the Plan Effective Date, the entry of which shall result in such assumptions becoming effective without the need for any further action that may otherwise be required under applicable nonbankruptcy law.

15. Surety Matters. 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"). Prior to the Petition Date, 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").

16. 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 WLB Plan, the WLB Confirmation Order, the Oxford Sale Order, the Kemmerer Sale Order or the Existing Surety Bonds. With respect to the WMLP Debtors' Existing Indemnity Agreements and any related monetary obligations under the common law of suretyship, nothing in the Plan or this Order shall alter, limit, modify, release, discharge, preclude or enjoin any obligation of the WMLP Debtors thereunder, unless any Claim relating to, or deriving from, such obligation is a Class 4 Claim under the Plan. 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.

17. 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 prevent or limit the Sureties from

exercising their rights with respect to the Existing Surety Collateral 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.

18. 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.

19. Nothing contained in paragraphs 14 through 18 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.

20. Implementation of Other Necessary Documents and Agreements. The WMLP Debtors and the Liquidation Trustee, as applicable, are authorized, without further notice to, or action, order or approval of the Bankruptcy Court or any other Person, to execute and deliver all

agreements, documents, instruments and certificates relating to such documents and agreements and to perform their obligations thereunder, including, without limitation, to pay all fees, costs and expenses thereunder in accordance with the Plan. The terms and conditions of such documents and agreements are reaffirmed or approved, as applicable, and shall, upon completion of documentation and execution, be valid, binding and enforceable.

21. Kemmerer Closing Date. In the event that the Kemmerer Closing Date does not occur, the WMLP Debtors shall either withdraw the Plan or file proposed Plan amendments after notice and opportunity to object.

~~21~~22. No Action Required. Under section 1142(b) of the Bankruptcy Code and applicable nonbankruptcy law, no action of the directors or stockholders of the WMLP Debtors is required to authorize the WMLP Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan.

~~22~~23. Enforceability of Plan Documents. Pursuant to Sections 1123(a) and 1142(a) of the Bankruptcy Code and the provisions of this Confirmation Order, the Plan and all documents arising under or related to the Plan shall be enforceable notwithstanding any otherwise applicable nonbankruptcy law and the WMLP Debtors and the Liquidating Trustee are entitled to enforce the terms of this Confirmation Order.

~~23~~24. Notice of Confirmation and Plan Effective Date. The WMLP Debtors shall cause to be served a notice of the entry of this Confirmation Order and occurrence of the Plan Effective Date, substantially in form attached hereto as Exhibit B (the "Confirmation Notice"), upon (a) all parties listed in the creditor matrix maintained by the Claims and Noticing Agent and (b) such

additional persons and entities as deemed appropriate by the WMLP Debtors, no later than five business days after the Plan Effective Date. The WMLP Debtors shall cause the Confirmation Notice to be published in *USA Today* (national edition), the *Kemmerer Gazette*, and the *Columbus Dispatch* seven business days after the Plan Effective Date.

| [2425](#). No Stay of Confirmation Order. Notwithstanding Bankruptcy Rule 3020(e), the terms and conditions of this Confirmation Order will be effective and enforceable immediately upon its entry.

Signed:

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Amended Joint Plan of Liquidation for the WMLP Debtors, [As Modified](#)

Exhibit B

Confirmation Notice

~~{To come}~~

Summary report:	
Litera® Change-Pro for Word 10.4.0.0 Document comparison done on 6/4/2019 5:55:00 PM	
Style name: JD Color With Moves	
Intelligent Table Comparison: Inactive	
Original DMS: iw://NAI/NAI/1507727049/1	
Modified DMS: iw://NAI/NAI/1507727049/2	
Changes:	
<u>Add</u>	11
Delete	11
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	22