

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

In re:  WESTMORELAND COAL COMPANY, <i>et al.</i> <sup>1</sup>  Debtors.	§ § § § § § §	Chapter 11  Case No. 18-35672 (DRJ)  (Jointly Administered)
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**STIPULATION AND AGREED ORDER RESOLVING DEBTORS’  
NINETEENTH OMNIBUS OBJECTION TO PROOF OF CLAIM NO. 331-1  
FILED IN CASE NO. 18-35672 BY MONSEN ENGINEERING**

The WMLP Debtors,<sup>2</sup> and after the Effective Date, the WMLP Liquidation Trust, and the WLB Debtors<sup>3</sup> (collectively, with the WMLP Debtors or WMLP Liquidation Trust, the “Debtors”) in the above-captioned cases and Monsen Engineering (“Creditor,” and together with the Debtors, the “Parties”) hereby enter into this stipulation and order (this “Stipulation and Agreed Order”) as follows:

WHEREAS, on October 9, 2018 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”). These chapter 11

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

<sup>2</sup> Specifically, the WMLP Debtors are: (a) WMLP; (b) Westmoreland Kemmerer, LLC; (c) Oxford Mining Company, LLC; (d) Harrison Resources, LLC; (e) Oxford Mining Company-Kentucky, LLC; (f) Daron Coal Company, LLC; (g) Oxford Conesville, LLC; and (h) Westmoreland Kemmerer Fee Coal Holdings, LLC.

<sup>3</sup> “WLB Debtors” means all Debtors except for Westmoreland Resources GP, LLC, Westmoreland Resource Partners, LP (“WMLP”), and WMLP’s subsidiaries (collectively with WMLP, the “WMLP Debtors”).

cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) [ECF No. 71];

WHEREAS, on October 18, 2018, the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to § 1102 of the Bankruptcy Code (the “Committee”) [ECF No. 206];

WHEREAS, the Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409;

WHEREAS, on March 2, 2019, the Bankruptcy Court entered the *Order Confirming the Amended Joint Chapter 11 Plan of Westmoreland Coal Company and Certain of Its Debtor Affiliates* (the “Confirmation Order”) [ECF No. 1561] confirming WLB Debtors’ plan (the “WLB Plan”);

WHEREAS, on March 15, 2019, the effective date of the WLB Plan occurred (the “Effective Date”) [ECF No. 1608];

WHEREAS, on June 5, 2019, the Bankruptcy Court entered the *Order Approving Disclosure Statement and Confirming Amended Joint Plan of Liquidation for the WMLP Debtors, as Modified* (the “WMLP Confirmation Order”) [ECF No. 1967] confirming the WMLP Debtors’ plan of liquidation (the “WMLP Plan”);

WHEREAS, on June 21, 2019, the effective date of the WMLP Plan occurred (the “WMLP Effective Date”) [ECF No. 2068];

WHEREAS, the Debtors filed the *Debtors’ Nineteenth Omnibus Objection to Certain Proofs of Claim (Amended Claims, Incorrect Debtor Claims, No Liability Claims, Late-Filed Claims, Modified Claims, and Reclassified Claims)* [ECF No. 1850] (the “Objection”) whereby

the Debtors objected to Proof of Claim No. 331-1 filed by Monsen Engineering in Case No. 18-35672 (DRC Claim No. 764) filed by Creditor (such claim, the "Claim"); and

WHEREAS, the Debtors and Creditor have agreed to resolve the Objection, as provided herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into this Stipulation and Agreed Order, the Parties hereby stipulate and agree as follows:

1. The Debtors hereby withdraw the Objection solely with respect to the Claim.
2. The Parties hereby agree that the Claim is modified to be an allowed section 503(b)(9) claim in the amount of \$14,831.75 against Debtor Oxford Mining Company, LLC (Case No. 18-35682) (the "Allowed 503(b)(9) Claim") and an allowed general unsecured claim in the amount of \$5,600.00 against Debtor Westmoreland Kemmerer, LLC (Case No. 18-35696) (the "Allowed General Unsecured Claim").
3. In accordance with the foregoing, and subject to the terms of this Stipulation and Agreed Order and the approval thereof by the Court, the WMLP Liquidation Trust agrees to transfer to Creditor cash in the amount of \$14,831.75 in full and final payment of the Allowed 503(b)(9) Claim (the "Allowed 503(b)(9) Claim Payment"), which Allowed 503(b)(9) Payment shall be made within seven (7) business days from the date of entry of this Stipulation and Agreed Order on the docket in these bankruptcy cases.
4. The Parties agree that upon payment of the Allowed 503(b)(9) Payment by the WMLP Liquidation Trust to Creditor under the terms of this Stipulation and Agreed Order, the WMLP Liquidation Trust and Debtor Oxford Mining Company, LLC will have formally and fully satisfied all outstanding amounts due to Monsen Engineering with respect to the Allowed 503(b)(9) Claim. Accordingly, upon the Allowed 503(b)(9) Claim Payment in accordance with

the terms hereof, the Allowed 503(b)(9) Claim shall be deemed fully satisfied, and the Debtors shall thereafter file an objection (the “Objection”) to the Claim asserting a partial satisfaction of the Claim and seeking to have the portion of the Claim related to the Allowed 503(b)(9) Claim expunged. The Creditor agrees that it will not challenge such Objection.

5. The Clerk of the Court is authorized and directed to update the claims register maintained in these chapter 11 cases to reflect the relief granted in this Stipulation and Agreed Order.

6. The terms and conditions of this Stipulation and Agreed Order shall be immediately effective and enforceable upon entry by the Bankruptcy Court.

7. This Stipulation and Agreed Order is intended by the Parties to be binding upon their successors, agents, assigns, including bankruptcy trustees and estate representatives, and any parent, subsidiary, or affiliated entity of the Parties.

8. The undersigned hereby represent and warrant that they have full authority to execute this Stipulation and Agreed Order on behalf of the respective parties and that the respective parties have full knowledge of, and have consented to, this Stipulation and Agreed Order.

9. The Parties agree that each of them, through their respective counsel, has had a full opportunity to participate in the drafting of this Stipulation and Agreed Order and, accordingly, any claimed ambiguity shall be construed neither for nor against either of the Parties.

10. This Stipulation and Agreed Order constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings, both written and oral, among the Parties with respect thereto.

11. This Stipulation and Agreed Order shall not be modified, altered, amended or supplemented except by a writing executed by the Parties or their authorized representatives.

12. The Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation and Agreed Order, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation and Order.

**IT IS SO ORDERED.**

Signed: \_\_\_\_\_, 2019  
Houston, Texas

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DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE

**IN WITNESS WHEREOF**, the Parties, by their authorized counsel, executed this Stipulation and Agreed Order as of the date written below.

Dated: August 30, 2019

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*/s/ Vienna F. Anaya*

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**COUNSEL TO MONSEN ENGINEERING**