

**ENTERED**

June 27, 2022

Nathan Ochsner, Clerk

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

In re:

WESTMORELAND COAL COMPANY et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-35672 (DRJ)

(Jointly Administered)

**ORDER** (Docket No. 3313)

Upon the agreed motion (the “Motion”)<sup>2</sup> of Debtor Westmoreland Coal Company (“WCC”), by and through Jeffrey S. Stein, the WLB Plan Administrator for the WLB Liquidating Trust, for entry of an order, pursuant to 11 U.S.C. §§ 1142(b) and 105(a), authorizing WCC to prosecute the NAFTA Claim, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and Article X.S of the Plan; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the WLB Debtors’ estates, their creditors, the WLB Plan Administrator, and other parties in interest; and this Court having found that the notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no

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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> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

other notice need be provided; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Court finds that: (a) the NAFTA Claim did not transfer to Westmoreland Mining LLC (“New Westmoreland”) or any other party pursuant to the Purchase Agreement, the Confirmation Order, the Plan, or any other Plan Documents or Sale Transaction Documentation; (b) pursuant to the Plan, on the Plan Effective Date, WCC’s rights to the NAFTA Claim remained with WCC as reorganized, and (c) WCC retains title to the NAFTA Claim to the same extent it did prior to the Plan Effective Date.

2. WCC is authorized to pursue the NAFTA Claim in accordance with the Bankruptcy Code, the Plan, and this Order.

3. Pursuant to the Purchase Agreement, New Westmoreland is entitled to the economic benefit and proceeds of the NAFTA Claim.

4. WCC, the other WLB Debtors, the Plan Administrator, the Liquidating Trustee, and New Westmoreland, as and to the extent applicable, without further notice to, or action, order or approval of this Court or any other Person, are authorized 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.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

6. In the event of any inconsistency between the Plan and this Order as to the NAFTA Claim, and between the Confirmation Order and this Order, this Order shall govern.

7. Nothing in this Order shall be deemed to preclude WCC from seeking, if necessary, to modify the Plan (a) to remedy any defect or omission or to reconcile any inconsistencies in the Plan or in this Order, as may be necessary to carry out the purposes and effects of the Plan, provided that the Debtor: (i) upon sufficient notice to parties in interest obtains approval of the Bankruptcy Court for such modification after notice and a hearing; and (ii) such modification shall not materially adversely affect the interests, rights, treatment, or distribution of any class of creditors under the Plan, or (b) pursuant to Article XIIA of the Plan.

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

9. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Signed: June 23, 2022.**

  
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DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE