

IN THE CIRCUIT COURT OF MINGO COUNTY, WEST VIRGINIA
BUSINESS COURT DIVISION

THE GORMAN COMPANY, LLC,
a Kentucky limited liability company,

Plaintiff,

v.

Civil Action No.: 21-C-11

Presiding Judge: Maryclaire Akers

Resolution Judge: Paul T. Farrell

OK GENTRY, LLC, an Ohio
limited liability company, and
COAL-MAC LLC, a Kentucky
limited liability company,

Defendants.

AGREED ORDER OF DISMISSAL

This matter is before the Court upon the joint request of the plaintiff, The Gorman Company, LLC ("Gorman"), and the defendants, OK Gentry, LLC, and Coal-Mac LLC (collectively the "Defendants"), to dismiss the within civil action as settled.

The parties represent to the Court that they have reached an agreement with respect to the payments to Gorman of amounts owed under the Overriding Royalty Agreement, as amended, which is the subject matter of this action (the "Overriding Royalty Agreement") for coal mined and sold from the Mingo County Mining Properties to which the Overriding Royalty Agreement pertains.

On December 2, 2021, Gorman and the Defendants were heard on Gorman's motion for partial summary judgment. The Court granted Gorman's motion for partial summary judgement finding that the Overriding Royalty Agreement constituted a covenant running with the land to which it pertained.

The parties have agreed to bear their own costs, expenses and attorneys' fees.

The Court has considered the joint request of the parties, the record in this matter and is otherwise duly and sufficiently advised.

IT IS THEREFORE HEREBY ORDERED AND ADJUDGED as follows:

1. This civil action be and hereby is DISMISSED with prejudice as to amounts due and owing to Gorman under the Overriding Royalty Agreement from October 1, 2020, to and including December 31, 2021.
2. This civil action be and hereby is DISMISSED without prejudice as to obligations and/or amounts which may be due or become due and owing to Gorman under the Overriding Royalty Agreement from and after December 31, 2021, and as to any obligations and/or amounts which may be due or become due and owing to Gorman by any obligor other than the Defendants.
3. Each party shall bear their own costs, expenses and attorneys' fees.
4. This is a final and appealable Order. All rights of appeal are waived.

ENTERED:

February 3, 2022

Judge

Maryelaine Allen
Circuit Court of ~~Wet~~ ^{Missouri} County, West
Virginia, Business Court Division

HAVE SEEN AND AGREED TO:


J. Mark Adkins, Esq. (WVSB #7414)

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Coal-Mac LLC*


CLERK'S CERTIFICATE OF MAILING

A copy of the foregoing was mailed to the following:

J. Mark Adkins, Esq.
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Bailey & Glasser, LLP
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Charleston, West Virginia 25301

Dated: February 8, 2022


Clerk/Deputy Clerk of the Court