

May. 14. 2018 3:09PM

No. 2899 P. 2

**IN THE CIRCUIT COURT OF CABELL COUNTY, WEST VIRGINIA  
BUSINESS COURT DIVISION**

**PEOPLES BANK, NATIONAL ASSOCIATION,**  
a national banking association,

Plaintiff,

v.

**APPALACHIAN MINING AND RECLAMATION, L.L.C.,**  
a Kentucky limited liability company,  
**DJVV2, LLC,** a West Virginia limited liability  
company,  
**GREEN COAL, LLC,** a Kentucky limited liability  
company,  
**JOINT VENTURE DEVELOPMENT, LLC,** a Kentucky  
limited liability company,  
**PRODUCER'S COAL, INC.,** a Kentucky corporation  
formerly known as Producer's Dock, Inc.  
**PRODUCER'S LAND, LLC,** a Kentucky limited  
liability company,  
**REDBUD DOCK, LLC,** a Kentucky limited liability  
company,  
**SOUTHERN MARINE SERVICES LIMITED LIABILITY  
COMPANY,** a Kentucky limited liability  
company,  
**SOUTHERN MARINE TERMINAL, LLC,** a Kentucky  
limited liability company,  
**DENISE DAWN JOHNSON,** Trustee of the Denise  
Johnson Real Estate Trust,  
**DENNIS JOHNSON,** a West Virginia resident, and  
**MARK PINSON,** a West Virginia resident,

Defendants.

**Civil Action No. 15-C-807  
Business Court Civil Action  
No. 15-C-807-CBL  
Presiding Judge: Tablt  
Resolution Judge: Young**

2018 MAY 14 PM 3:36

FILED

**ORDER GRANTING RECEIVER'S MOTION TO APPROVE SALE**

On April 27, 2018 came Zachary B. Burkons, the duly appointed and acting successor Receiver in the above-captioned matter (the "Receiver"), by counsel, and moved this Court (the "Motion") to issue an Order approving the sale of the real property and improvements located at 1550 Wolohan Drive, Ashland, Kentucky 41102 in accordance with the

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terms and provisions of a certain Real Estate Purchase Agreement dated April 9, 2018 and signed and submitted by Jeremiah Holmes, or his assigns, as buyer ("Buyer"), and signed and accepted by the Receiver, as seller (the "Purchase Agreement").

Upon review of the Receiver's Motion and the Purchase Agreement, which Purchase Agreement was attached to the Receiver's Motion, and upon review of the pleadings of the parties filed in this case, this Court finds the Motion well taken and the same is hereby granted.

IT IS THEREFORE ORDERED that the transactions contemplated by the Purchase Agreement, including the sale to Buyer of the real property and improvements located at 1550 Wolohan Drive, Ashland, Kentucky 41102, and more particularly described in the Purchase Agreement (the "Property"), be and they hereby are approved and confirmed.

IT IS FURTHER ORDERED that Buyer shall, on or prior to the Closing Date as defined in the Purchase Agreement, pay to the Receiver, through escrow, the balance of the purchase price payable under the Purchase Agreement.

IT IS FURTHER ORDERED that concurrently upon Buyer paying the purchase price in full, the Receiver shall cause to be prepared and delivered to Buyer, through escrow, a deed conveying the Property to Buyer in accordance with and subject to the terms and conditions of the Purchase Agreement.

IT IS FURTHER ORDERED that the Receiver be authorized and directed to undertake such actions and execute, if necessary, such further documents or instruments as he may deem necessary or appropriate to consummate the transactions contemplated by the Purchase Agreement.

IT IS FURTHER ORDERED that any and all expenses chargeable to the Receiver pursuant to the terms of the Purchase Agreement or otherwise incurred by the Receiver in connection

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with the sale of the Property, including, without limitation, broker's commissions, title charges, real estate tax prorations, escrow fees, and attorneys' fees, be paid out of the proceeds of the sale of the Property.

IT IS FURTHER ORDERED that the Receiver shall distribute to Peoples Bank National Association the net proceeds of the sale of the Property actually received by the Receiver.

IT IS FURTHER ORDERED that effective upon the closing of the transactions contemplated by the Purchase Agreement, the exclusive management and control of the Property shall be vested in Buyer, and the Receiver shall be discharged of any responsibility thereafter arising with respect to the Property.

IT IS FURTHER ORDERED that the Clerk send certified copies of this Order to:

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Entered: May 14, 2018

Joanna N. Tabit  
JOANNA TABIT, JUDGE  
BUSINESS COURT DIVISION

Presented by:

Barry Y. Freeman  
Barry Y. Freeman (WV Bar #10929)  
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Attorney for Successor Receiver, Zachary B. Burkons

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