

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
AT CHARLESTON

ROCKWELL MINING, LLC and
BLACKHAWK LAND AND RESOURCES,
LLC,

Plaintiffs,

v.

Civil Action No. 2:20-cv-00487

POCAHONTAS LAND LLC,

Defendant.

JUDGMENT ORDER

Pursuant to the court's memorandum opinion and order
this day entered, it is ORDERED as follows:

1. Judgment is hereby entered for defendant and
counterclaimant Pocahontas Land LLC ("Pocahontas Land") on Count
III of Pocahontas Land's counterclaim;

2. Judgment is hereby entered for Pocahontas Land on
Count I of plaintiffs' complaint (the sole count) and Count II
of Pocahontas Land's counterclaim except as to the relief
requested;

3. Judgment is hereby entered for plaintiffs Rockwell
Mining, LLC and Blackhawk Land and Resources, LLC (collectively,
"plaintiffs") on Count I of Pocahontas Land's counterclaim; and

4. Nominal damages in the amount of \$1.00 are awarded to Pocahontas Land, to be paid by plaintiffs.

Further, the court hereby DECLARES as follows:

1. The 1937 Lease is valid;

2. The prohibition against assignment set forth in the Indenture of Lease between the Loup Creek Colliery Company and The Koppers Coal Company, July 1, 1937 ("1937 Lease"), as amended by the Consent and Amendment Agreement between Pocahontas Land Corporation, Rockwell Mining, LLC, and Blackhawk Land and Resources, LLC, December 21, 2015 ("2015 Consent and Amendment"), is enforceable;

3. The prohibition against mortgages contained in the 1937 Lease is enforceable;

4. The 2020 Sev.en Energy Merger as described in the accompanying memorandum opinion and order was a transfer of control for which Pocahontas Land's consent was required and plaintiffs' failure to adequately notice Pocahontas Land or obtain Pocahontas Land's consent to that merger constituted a breach of the 1937 Lease as amended by the 2015 Consent and Amendment;

5. Plaintiffs' failure to obtain Pocahontas Land's consent to the pledging of the 1937 Lease as security under the

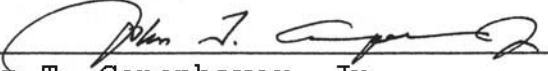
deeds of trust described in the accompanying memorandum opinion and order constituted a breach of the 1937 Lease; and

6. Pocahontas Land does not, by virtue of the harms addressed in this action, have the right to terminate the 1937 Lease.

It is further ORDERED that this action be, and it hereby is, DISMISSED from the docket of this court.

The Clerk is directed to transmit copies of this order to all counsel of record and any unrepresented parties.

ENTER: September 18, 2024



John T. Copenhaver, Jr.
Senior United States District Judge