

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE)	
)	
Gary L. Fleming, Sr.,)	Case No. 19-20486 TPA
)	
Debtor)	Chapter 11
)	Docket No.
)	
Gary L. Fleming, Sr.,)	
)	
Movant)	
)	
Vs.)	
)	
Pieria Holdings, LLC,)	
)	
Respondent)	

MOTION TO SELL MINERAL AND ROYALTY RIGHTS
FREE AND DIVESTED OF LIENS

AND NOW, comes the Debtor, Gary L. Fleming, Sr., by and through attorney, Christopher M. Frye, and Steidl and Steinberg, Attorneys at Law, and respectfully represents as follows:

1. This is an action arising under or related to a case under Title 11, U.S.C.
2. Jurisdiction of the Court is based on 28 U.S.C. Section 171(a), (b) and (c). Venue is based on 28 U.S.C. Section 1473(a).
3. Gary L. Fleming, Sr. is the Debtor in the above-captioned proceeding and is the Movant in this motion.
4. Among the Debtor’s assets are mineral and royalty rights related to property in Ritchie County, West Virginia (“Mineral Rights”).
5. The legal description of the mineral and royalty rights being sold is in the Mineral and Royalty Deed to be filed upon sale approval and attached to this Motion and labeled “Exhibit A”.
8. The Debtor has agreed to sell and Pieria Holdings, LLC (“Buyer”) has agreed to purchase the Mineral Rights free and clear of liens and encumbrances.
9. The purchase price for the Mineral Rights is \$25,000.00.
10. Attached and labeled Exhibit “B”, please find a Purchase and Sale Agreement, which is contingent upon Bankruptcy Court sale approval.

11. The sale is an arms-length transaction in as much as the Debtor has no prior relationship with the Buyer.
12. Said sale will be a benefit to the bankruptcy estate as it will generate funds for the estate.
13. Based on the Debtor's knowledge of sales of mineral rights in that area, the Debtor believes that this is a fair price for the Mineral Rights being sold.
14. The sale will be advertised as required under the Bankruptcy Code and Local Rules.
15. The Debtor believes that the offered purchase price is fair and reasonable but will welcome higher and better offers at the time of sale.

WHEREFORE, the Debtor requests an Order of Court authorizing the sale of the mineral rights and royalties as described in this Motion.

Respectfully submitted,

February 14, 2019

DATE

/s/ Christopher M. Frye

Christopher M. Frye, Esquire

Attorney for the Debtor(s)

STEIDL & STEINBERG

Suite 2830 – Gulf Tower

707 Grant Street

Pittsburgh, PA 15219

(412) 391-8000

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PA I. D. No. 208402

MINERAL & ROYALTY DEED

That **Gary Fleming aka Gary L. Fleming**, dealing with his sole and separate property, whose address is 804 Beaver St., Sewickley, PA 15143, hereinafter called "Grantor" for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, cash in hand paid by **Pieria Holdings, LLC**, whose address is 25 Highland Park Village 100-308, Dallas, TX 75205, hereinafter called "Grantee", the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign, set over and deliver unto the said Grantee **ALL** of Grantor's right, title and interest in and to all of the oil, gas, and other minerals, together with any and all royalties, overriding royalties, production payments, leasehold interests or working interests, in, on and under, that may be produced from the following lands situated in Ritchie County, West Virginia, to wit (collectively, the "Lands"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

For the same consideration, Grantor also grants, sells, conveys, assigns, and transfers to Grantee, its successors and assigns, by this conveyance (i) the rights of ingress, egress, and possession at all times to mine, drill, and explore the Lands for oil, gas, and other minerals, and to produce, store, dehydrate, compress, treat, process, transport, market, and remove them from the Lands, and to exercise all other rights lawfully belonging to the oil, gas, and mineral estate; (ii) each valid and subsisting oil, gas, and/or other mineral lease (the "Lease," whether one or more) evidenced in the public records of the above-named county, insofar as it covers the above described Lands (and this conveyance is made subject to each such Lease, insofar as it covers the Lands), together with all royalties, overriding royalties, shut-in royalties, delay rentals paid to extend the term within which operations may be conducted on the Lands, and other rights and interests under each such Lease, insofar as it covers the above described Lands; (iii) all royalties, overriding royalties, revenues, payments, production payments, bonuses, delay rentals, accounts, suspended funds, refunds, interest on overdue payments and other things of value due, payable or owed by any lessee, operator, purchaser of production, seller of production, or other person or entity, with respect to any oil, gas, and or other minerals produced from, or attributable to, the above described Lands (regardless of whether such rights to payment accrue on, before or after the effective date of this deed) and (iv) any and all claims or causes of action of Grantor for any of the foregoing.

For the same consideration, Grantor also grants, sells, conveys, assigns, and transfers to Grantee, its heirs, successors, administrators, executors/executrixes and assigns, all of Grantor's interest in any production of oil, gas or other minerals from the Lands covered hereby prior to the date hereof, if not already paid to Grantor, together with any such production now held in storage, tanks and pipelines, and any and all sums of money, suspended runs or accounts of any type or character, due, payable or owing to Grantor by parties by reason of any such prior production, and all of Grantor's future interest and after-acquired title in and to the above described interest, insofar as they cover said Lands. It being the express intent of Grantor to sell, transfer, assign and convey unto Grantee any undistributed funds, including but not limited to, all accrued revenue or suspended funds for the production of oil, gas and other minerals, attributable to this interest, which may have preceded this conveyance to Grantee.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights granted to Grantee, and further agrees to execute, acknowledge, and deliver such additional documents and instruments, or take such other actions, as may be reasonably necessary or advisable in the judgment of Grantee to more effectively vest the Lands unto the Grantee, and to carry out the purposes and intent of this conveyance without additional consideration. Further, Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, correction conveyances, amendments of description, amendments of Grantor's capacity, including typographical errors, and all other instruments as may be necessary for this conveyance of interest, so that Grantee may act in Grantor's place and stead for this limited purpose only. Grantee is also given, through this provision, the authority to correct the description of the property being conveyed, if necessary, to show the actual description of the property as reflected by the County Records in which the property is located. This is a Durable Power of Attorney and is not affected by the subsequent disability or incapacity of the principal.

This Mineral and Royalty Deed may be executed in duplicate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto and anywise belonging unto said Grantee, and Grantee's heirs, successors, administrators, executors/executrixes and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their (as the case may be) heirs, successors, administrators, executors/executrixes and assigns to warrant and forever defend, all and singular, the Lands and title thereto, property, rights, titles and interests herein conveyed unto the said Grantee, and Grantee's heirs, successors, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This document affects your legal rights. Please read it carefully or seek legal counsel prior to signing. Grantor represents and warrants that Grantor has read the entire contract or has had it read to him/her and understands and agrees to the terms of this contract.

DECLARATION OF RESIDENCY

The party of the first part is not a *bona fide* resident of the State of West Virginia, and thus the said party of the second part is required by *W.Va.Code* § 11-21-71b to withhold and remit to the West Virginia State Tax Commissioner a sum equal to either (a) two and one-half percent of the total payment to a nonresident or nonresident entity, or (b) six and one-half percent of the estimated capital gain derived from the sale or exchange. The amount so withheld from the non-resident grantor is: Six Hundred Twenty-Five Dollars and 00/100 Cents (\$625.00).

The undersigned each hereby warrants that to the best of his or her information and belief, there are no underground storage tanks within and underlying any of the subject premises (*see W.Va.Code* § 22-17-19) nor are or have any of the subject premises been used for the storage, treatment or disposal of hazardous waste (*see W.Va.Code* § 22-18-21).

DECLARATION OF CONSIDERATION

The Grantor does hereby declare that the consideration for this conveyance is Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00).

{Remainder of page left blank}

IN WITNESS WHEREOF, this instrument is executed as of the date of the respective acknowledgments below, but for all purposes effective as of February 1, 2019.

GRANTOR:

Gary Fleming aka Gary L. Fleming

By: Gary Fleming

NOTARY ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2019 by **Gary Fleming aka Gary L. Fleming**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the foregoing instrument for the purpose and consideration therein.

(SEAL)

Notary Public, State of _____

{Remainder of page left blank}

EXHIBIT "A"
Legal Description

This Exhibit "A" is made part of, and incorporated into, that certain Mineral and Royalty Deed effective this 1st day of February, 2019, by and between **Gary Fleming aka Gary L. Fleming**, as Grantor, and **Pieria Holdings, LLC**, as Grantee, for the conveyance of all of Grantor's rights, titles and interest in and to all the oil, gas, mineral and royalty rights to Grantee in and to the following properties, to wit:

Clay District, Ritchie County, West Virginia

Tract One: 138.75 acres, more or less, situated in Clay District, Ritchie County, West Virginia, described in that certain General Warranty Deed dated October 17, 1889, between Elias Marsh, as Grantor, and Laura D. Steele, as Grantee, recorded in Deed Book 30, page 541 in the office of the County Commission of Ritchie County, West Virginia, more particularly described as follows:

BEGINNING at a White Oak, a corner to land of Saul Thomas, thence S. 81-1/2 E. 150 poles to a white oak; thence S. 39-1/2 E. 34 poles to a stone; thence S. 32-1/2 W. 22 poles to a white walnut; thence S. 21 E. 4 poles to a beech; thence S. 27 W. 27 poles to a stone; thence N. 52 W. 4-4/5 poles to a stone; thence S. 39-1/2 W. 39-2/5 poles to a chestnut; thence S. 29 W. 18 poles to a dead Chestnut; thence S. 2-1/2 W. 43-2/3 poles to a Hickory and pointers; thence S. 23 W. 20 poles to a chestnut oak; thence N. 51 W. 111 poles to a chestnut oak; thence N. 20 W. 22 poles to a white oak; thence N. 62-2/3 W. 44-1/5 poles to an Ash and pointers, a corner to land of Simion Lantz and Saul Thomas; thence N. 29 E. 67 poles to a cherry; thence N. 3-1/4 E. 29 poles to the place of beginning containing 138-3/4 acres, more or less.

Surface Tax Identification Number (Including but not limited to): 03-9-24, 03-9-25, 03-9-27, 03-9-27.1, 03-9-27.2, 03-9-27.3, 03-9-27.4

Mineral Assessment Identification Numbers: 9999-0003-0094

Tract Two: 11,460 square feet, more or less, situated in Clay District, Ritchie County, West Virginia, described in that certain General Warranty Deed dated November 24, 1947, between J.L. Griffin and Maud Griffin, his wife, as Grantor, and Arthur Fleming, as Grantee, recorded in Deed Book 119, page 599 in the office of the County Commission of Ritchie County, West Virginia, more particularly described as follows:

BEGINNING at a gate post in the line fence between the lands of the said J.L. Griffin and the said Arthur Fleming; thence S. 79 E. 88 feet to a stone and stake in the said J.L. Griffin line; thence S. 27 W. 136-1/2 feet, running at right angles, to another stone and stake; thence N. 71 W. 89 feet to a stone and stake; thence N. 28-1/2 E. 122-1/2 feet to the place of beginning, containing approximately 11,460 square feet, more or less.

Surface Tax Identification Number (Including but not limited to): 03-9-24.1

Mineral Assessment Identification Numbers: 9999-0003-0095

Tract Three: 90 acres, more or less, situated in Clay District, Ritchie County, West Virginia, described in that certain General Warranty Deed dated January 23, 1906, between Ellen M. Shepherd and J.P. Shepherd, as Grantor, and John Fleming, as Grantee, recorded in Deed Book 56, page 119 in the office of the County Commission of Ritchie County, West Virginia, more particularly described as follows:

BEGINNING at a white oak tree, thence N. 70-1/2 W. 43-1/2 poles to a white oak, corner to Lot No. 6; thence with a line of the same, S. 33 W. 197 poles to a stone; thence N. 75-1/2 E. 82 poles to a stone and pointers; thence S. 1 W. 17 poles to a stone, corner to W. O. Jones; thence N. 83 E. 39-2/5 poles to a chestnut oak, corner to Bill Jones; thence W. 1 E. 19-1/2 poles to a stone and pointers; thence N. 80-1/2 E. 31-3/4 poles to a beech; thence N. 24 poles to a hickory bush; thence N. 83 E. 70 poles to a chestnut oak, corner to Stull & Bailey; thence with Bailey's line, N. 39-1/2 W. 109-3/5 poles to the place of beginning, containing Ninety (90) acres, be the same more or less.

LESS AND EXCEPT 2 acres and 40 poles heretofore sold and conveyed to M. J. Peck, lying East and with E. Cooper's private road, and with a line on the South end of E. Cooper's land in Clay District, County of Ritchie, State of West Virginia, and being bounded and described as follows:

BEGINNING at a stone thence N. $75-1/2^\circ$ E. 24-3/4 poles to a stone a corner to Cooper, thence N. 15 poles to a stone, thence W. 20 poles to a stone, thence S. 17-3/4 poles to the place of beginning, containing two (2) acres and forty (40) poles, more or less.

Being the same property described in that certain Deed dated December 18, 1894, from James P. Shepherd and Ellen M. Shepherd, his wife, to Margaret J. Peck, recorded in Book 44, Page 133, in the Office of the Clerk of the County Commission of Ritchie County, West Virginia.

CONTAINING 87.75 acres, more or less

Surface Tax Identification Number (Including but not limited to): 03-9-32

Mineral Assessment Identification Number: 9999-0003-0092

Tract Four: 2 acres and 40 poles, more or less, situated in Clay District, Ritchie County, West Virginia, described in that certain General Warranty Deed dated January 18, 1909, between Maywood Monroe and Michia Monroe, his wife, as Grantor, and John Fleming, as Grantee, recorded in Deed Book 61, page 207 in the office of the County Commission of Ritchie County, West Virginia, more particularly described as follows:

BEGINNING at a stone thence N. $75-1/2^\circ$ E. 24-3/4 poles to a stone a corner to Cooper, thence N. 15 poles to a stone, thence W. 20 poles to a stone, thence S. 17-3/4 poles to the place of beginning, containing two (2) acres and forty (40) poles, more or less.

Surface Tax Identification Number (Including but not limited to): 03-9-32.1

Mineral Assessment Identification Number: 9999-0003-0093

This document prepared by and return to:
Pieria Holdings, LLC
25 Highland Park Village 100-308
Dallas, TX 75205

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into by and between **Gary Fleming aka Gary L. Fleming**, dealing with his sole and separate property, whose address is 804 Beaver St., Sewickley, PA 15143 (hereinafter referred to as "Seller" whether one or more), and Pieria Holdings, LLC or its affiliates or assigns, whose address is 25 Highland Park Village 100-308, Dallas, Texas 75205, (hereinafter referred to as "Buyer"). Buyer and Seller may each be referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Seller holds, good and marketable title to certain mineral interests in the lands located in Ritchie County, West Virginia, which may be referred to in this Agreement as (the "**Lands**" whether one or more tracts), being further described in **Exhibit "A"** attached hereto and made a part herewith; and,

WHEREAS, Seller has agreed to sell and Buyer has agreed to purchase all of Seller's rights, title and interests (of whatever kind or character, whether legal or equitable, and whether vested or contingent) in and to the following, (hereinafter collectively referred to as the "**Mineral Interests**"): all oil, gas and other minerals in and under and that may be produced from the Lands including, without limitation, all interests in oil, gas and/or mineral leases covering any part of the Lands, overriding royalty interests, production payments, and net profits interests in any part of the Lands or leases, fee royalty interests, fee mineral interests, and other interests in oil, gas and other minerals in any part of the Lands described in Exhibit "A", including, but not limited to, all production and/or royalty payments that are being held in suspense or are unpaid to Sellers as of the Effective Date, along with any other rights, revenues, benefits, or privileges arising from or related to the Mineral Interests.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants, conditions and considerations contained in this Agreement, the Parties hereto, intending to be legally bound, agree to the following terms and conditions:

1. The above-stated recitals are hereby incorporated into, and made a part of, the terms of this Agreement.
2. Seller does hereby agree to GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto Buyer, all (100%) of Seller's rights, titles and interests in and to all of the Mineral Interests in an under and that may be produced from the Lands, being more specifically described in Exhibit "A", attached hereto and incorporated herein.
3. The purchase price is **\$25,000.00** (the "**Purchase Price**") (being **\$5,353.31** per Net Mineral Acre ("Allocated Value") multiplied by **4.67** Net Mineral Acres), as adjusted in accordance with the provisions of this Agreement and subject to Buyer's approval of geology and title to the Lands and/or Mineral Interests. The Purchase Price is allocated among the Mineral Interests on a Net Mineral Acre basis, and is based on Seller owning 100% of the Mineral Interests in and to the Lands. Seller and Buyer agree that the Allocated Value shall be used to compute any adjustments to the Purchase Price pursuant to the provisions hereof. In the event that Seller owns less than the Net Mineral Acres stated above, the Purchase Price shall be reduced accordingly by multiplying the actual Net Mineral Acres Seller owns in the Lands by the Allocated Value. As used in this Agreement, the term "Net Mineral Acre" means the full Mineral Interest in one acre of land, including without limitation 100% of the royalty interest, determined without regard to whether such Mineral Interest is subject to existing leases. Thus, if Seller owns an undivided 50% of the Mineral Interest in and under a certain 100-acre tract, Seller owns 50 Net Mineral Acres in such tract. Notwithstanding anything herein to the contrary, in the event it is determined by Buyer in good faith that Seller owns less than 100% royalty interest in and to the Mineral Interests, the Purchase Price related thereto shall be proportionately reduced – *i.e.*, if Seller owns 50% of the royalty interests in said 50 Net Mineral Acres, the Purchase Price for said tract would be reduced in half and therefore, calculated as if Seller owned 25 Net Mineral Acres.
4. Seller shall execute a Mineral and Royalty Deed substantially in the form shown on **Exhibit "B"** attached hereto and made a part hereof (the "**Deed**"), and shall execute or cause to be executed any other documents necessary to carry out the intent, purpose, and the terms of this Agreement, on or before the Closing Date (defined below), conveying all of Seller's right, title and interest in and to the Mineral Interests to Buyer or Buyer's assigns. The Deed shall have the same effective date as this Agreement. On or before closing ("Title Defect Date"), Buyer shall

prepare and send to Seller a closing statement stating the net mineral acres being acquired and the purchase price thereof. In such closing statement Buyer shall notify Seller of any claimed defect in Sellers' title to the Mineral Interests or any claimed breach of Sellers' representations and warranties contained in Paragraph 6, which Buyer deems, in Buyer's sole discretion, to materially and adversely affect the value of the Mineral Interests. Notwithstanding anything herein this Agreement to the contrary, if any claimed defect or breach is deemed by Buyer, in its sole discretion, to affect the marketable title to the Mineral Interests in any of the Lands ("Defected Tract(s)"), Buyer shall have the following options on or before the Closing Date: (a) Buyer shall have the right to terminate this Agreement and have no further obligation or liability to Seller under the terms of this Agreement; or, (b) Buyer may exclude the Defected Tract(s) from this Agreement (and reduce the Purchase Price accordingly) and continue to close on the remaining Mineral Interests to which this Agreement shall remain in full force and effect; or, (c) Buyer may waive (in its sole discretion) any claimed defect and breach and close this transaction, and accept the Mineral Interests with any claimed defect or breach, and pay Seller the Purchase Price provided in Paragraph 3.

5. The closing shall occur, on or before April 19, 2019 or 45 business days from the date Buyer receives the executed Agreement from Seller, whichever occurs later (the "**Closing Date**"). During this period, Buyer will have the exclusive right to conduct its title review and due diligence on the Mineral Interests and the Lands. On the Closing Date Buyer and Seller agree that the following shall occur as a contemporaneous exchange: payment for purchase of the Mineral Interests shall be made by wire transfer or immediately available funds payable to Seller and Seller deliver to Buyer the fully executed Deed. Buyer and Seller agree that Buyer may, in Buyer's sole discretion, use an attorney licensed in the State of West Virginia to facilitate the closing contemplated herein, including without limitation, making payment of the Purchase Price, in which case said payment shall be treated herein this Agreement as being made by Buyer. **Notwithstanding anything herein this Agreement to the contrary, should Buyer be unable to get an order (proper and legal written approval) from the judge/court presiding over Buyer's current chapter 11 bankruptcy proceeding, either Buyer or Seller may terminate this agreement without further obligation or liability to the other party.**

6. Sellers' Representations and Warranties. ~~Sellers represents and warrants to Buyer that as of the Closing Date: (1) Seller owns marketable title to the Mineral Interests (including, but not limited to, 100% of all associated royalty interests) in an amount equal to at least 4.0 Net Mineral Acres; (2) There are no material claims or litigation pending which impair the right of Seller to sell the Mineral Interests or otherwise adversely affect the Mineral Interests; (3) Besides filing for chapter 11 bankruptcy, there are no material liens, encumbrances, title discrepancies (including without limitation, clouds on title, will(s) not probated in the county in which the Lands are situated, or anything preventing Seller from providing Marketable title) or other encumbrances that adversely affect the Mineral Interests (collectively referred to as the "**Encumbrances**"); (4) Seller is not in default under any contract or agreement pertaining to the Mineral Interests; (5) All ad valorem, property, production, severance, excise, and similar taxes and assessments based on or measured by the ownership of property, the production of hydrocarbons, or the receipt of proceeds from the Mineral Interests that have become due and payable have been properly and timely paid; (6) Seller has incurred no liability, contingent or otherwise, for brokers' or finders' fees relating to the transactions contemplated by this Agreement for which Buyer shall have any responsibility; (7) No suit, action, or other proceeding is threatened or pending before any court or governmental agency and no cause of action exists that relates to the Mineral Interests or that might result in impairment or loss of Sellers' title to any portion of the Mineral Interests, the value of the Mineral Interests, or that might hinder or impede the operation or enjoyment of the Mineral Interests; and (8) besides filing for chapter 11 bankruptcy, Seller has not sold, encumbered, or otherwise affected Marketable title to any portion of its Mineral Interests or the Lands prior to the effective date of this Agreement. Seller further represents and warrants that, as of the Closing Date, any of the aforementioned representations and warranties which affect the Mineral Interests or title thereto will either be released, paid-off or cured by Seller on or before the Closing Date and Seller shall obtain all necessary written releases as required by and to the satisfaction of Buyer. Seller further represents to Buyer that it has full authority to enter into this Agreement and to perform its obligations under this Agreement and the conveyance of the Mineral Interests under this Agreement is not and will not be in violation of any provision of, or require any consent, authorization, or approval of any third-party. Notwithstanding anything herein this Agreement to the contrary, if, on the Closing Date, there are Encumbrances which affect the Mineral Interests and/or title curative measures needed to ensure that Seller's title thereto is Marketable title or a breach of any of the aforementioned representations and warranties, in Buyer's good faith and sole discretion, Buyer may extend the Closing Date by an additional 60 business days or until Seller cures said Encumbrances to Buyer's satisfaction, whichever occurs sooner.~~

7. Seller agrees that all ad valorem taxes assessed against the Mineral Interests for all time periods prior to the Effective Date shall be the responsibility of the Seller, and all ad valorem taxes assessed against the Mineral Interests for all time periods subsequent to the Effective Date shall be the responsibility of the Buyer. If Buyer pays any taxes which are the responsibility of Seller, Seller shall promptly reimburse Buyer the amounts paid by Buyer upon receipt of written evidence of such payment or, at Buyer's discretion, Buyer may deduct said amounts from the Purchase Price.

8. Seller shall, upon the reasonable request of the Buyer, execute and deliver all deeds, transfer orders, division orders, letters-in-lieu, curative documents and such other documents necessary to carry out the purposes of this Agreement whether before or after the Closing Date. Seller shall also execute any other conveyance documents as required by Buyer, to the satisfaction of Buyer, or its assigns, in the performance of this Agreement and in order to close on the Mineral Interests by the Closing Date. Seller will transfer to Buyer all of the revenue Seller receives from the production of oil, gas, and other hydrocarbons from the Mineral Interests, if any, after the Effective Date (regardless of whether such rights to payment accrue on, before or after the Effective Date).

9. Prior to the Closing Date or termination of this Agreement, Seller shall not offer the Mineral Interests and/or Lands for sale to any person or entity or accept or negotiate any offer to purchase by any person, entity, or other party. Prior to the Closing Date, Seller shall not terminate, modify, or amend any existing oil and gas lease covering the Mineral Interests or Lands, execute a new lease or amendments thereof, or otherwise encumber the Mineral Interests or Lands.

10. Seller and Buyer acknowledge and agree that each has been represented by counsel in this matter, or have had the opportunity to be represented by counsel and have decided against it, and for purposes of the rule of contract interpretation that construes a document against its drafter, Sellers and Buyer agree that neither party nor its counsel shall be considered the drafter hereof. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement

11. If, for any reason and for so long as, any clause or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable or unconscionable under any present or future law (or interpretation thereof), the remainder of this Agreement shall not be affected by such illegality or invalidity. Any such invalid provision shall be deemed severed from this Agreement as if this Agreement had been executed without the invalid provisions. The surviving provisions of this Agreement shall remain in full force and effect unless the removal of the invalid provisions destroys the legitimate purposes of this Agreement; in which event this Agreement shall be null and void. The Parties shall use reasonable efforts to attempt to negotiate any required modifications to this Agreement.

12. This Agreement may be executed by signing the original or a duplicate counterpart thereof. If this Agreement is executed in multiple counterparts, each counterpart shall be deemed an original and all of which when taken together shall constitute but one and the same agreement with the same effect as if all Parties had signed the same instrument.

13. This Agreement, including all Exhibits, and the rights, duties and obligations represented hereby shall be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns. The rights and obligations of the Buyer hereunder are assignable in whole, or in part, prior to the Closing Date. This Agreement represents the final and mutual understanding of the Parties and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid. Unless otherwise stated in this Agreement, this Agreement may only be supplemented, altered, amended, or modified in writing and must be signed by all of the Parties hereto.

14. Notwithstanding anything herein this Agreement to the contrary, in the event Seller is deemed not to have marketable title in and to the Mineral Interests or the Mineral Interests are deemed not commercially viable, such determination being in Buyer's sole discretion, Buyer shall have the right to terminate this Agreement at any time, in which case Buyer shall have no liability, or owe further obligations, to Seller.

15. **NOTICE TO SELLER.** Please be advised that pursuant to West Virginia Code §11-21-71b, (the "Statute"), as of January 1, 2008, withholding tax will be collected at closing from non-exempt non-residents and non-resident

entities. If Seller is a non-exempt nonresident or nonresident entity, as defined under the Statute, and is therefore subject to withholding tax on West Virginia income, and Buyer acts as the closing agent or the person responsible for closing the transaction contemplated herein, Seller authorizes Buyer to withhold from this transaction and to pay to the West Virginia State Tax Department either: (a) 2.5% of the total payment to Seller, as defined in the Statute; or (b) 6.5% of the estimated capital gain derived from the sale contemplated herein, as defined in the Statute. Please consult your tax advisor with any questions you might have regarding this requirement

16. This executed Agreement serves as notice from Seller and Buyer to all operators under the Lands to put all royalty payments to Seller for production under these Lands in suspense until the Mineral & Royalty Deed is executed by Seller and recorded in the appropriate County and State. All production, royalty payments or any other revenue arising from, attributable or related to the Mineral Interests that is currently being held in suspense or is unpaid to Seller as of the Effective Date, shall be paid to Buyer. Any payments or revenue attributable to production from the Lands described herein received by Seller after the Effective Date shall be reimbursed to Buyer.

This Agreement is executed and agreed to this ____ day of February 2019 but for all purposes effective as of February 1, 2019 (the "Effective Date").

SELLER:
GARY FLEMING AKA
GARY L. FLEMING

BUYER:
PIERIA HOLDINGS, LLC

x _____
By: Gary L. Fleming

x _____
By: Lorenzo Cola, Member

EXHIBIT "A"
LANDS

This Exhibit "A" is made part of, and incorporated into, that certain Purchase and Sale Agreement effective February 1, 2019, by and between **Gary L. Fleming**, as Seller and **Pieria Holdings, LLC**, as Buyer, for the purchase and sale of all of Seller's rights, title and interest in and to all of the oil, gas, and minerals in and under and that may be produced from the following lands, to wit:

Clay District, Ritchie County, West Virginia

Tract One: 138.75 acres, more or less, situated in Clay District, Ritchie County, West Virginia, described in that certain General Warranty Deed dated October 17, 1889, between Elias Marsh, as Grantor, and Laura D. Steele, as Grantee, recorded in Deed Book 30, page 541 in the office of the County Commission of Ritchie County, West Virginia, more particularly described as follows:

BEGINNING at a White Oak, a corner to land of Saul Thomas, thence S. 81-1/2 E. 150 poles to a white oak; thence S. 39-1/2 E. 34 poles to a stone; thence S. 32-1/2 W. 22 poles to a white walnut; thence S. 21 E. 4 poles to a beech; thence S. 27 W. 27 poles to a stone; thence N. 52 W. 4-4/5 poles to a stone; thence S. 39-1/2 W. 39-2/5 poles to a chestnut; thence S. 29 W. 18 poles to a dead Chestnut; thence S. 2-1/2 W. 43-2/3 poles to a Hickory and pointers; thence S. 23 W. 20 poles to a chestnut oak; thence N. 51 W. 111 poles to a chestnut oak; thence N. 20 W. 22 poles to a white oak; thence N. 62-2/3 W. 44-1/5 poles to an Ash and pointers, a corner to land of Simion Lantz and Saul Thomas; thence N. 29 E. 67 poles to a cherry; thence N. 3-1/4 E. 29 poles to the place of beginning containing 138-3/4 acres, more or less.

Surface Tax Identification Number (Including but not limited to): 03-9-24, 03-9-25, 03-9-27, 03-9-27.1, 03-9-27.2, 03-9-27.3, 03-9-27.4

Mineral Assessment Identification Numbers: 9999-0003-0094

Tract Two: 11,460 square feet, more or less, situated in Clay District, Ritchie County, West Virginia, described in that certain General Warranty Deed dated November 24, 1947, between J.L. Griffin and Maud Griffin, his wife, as Grantor, and Arthur Fleming, as Grantee, recorded in Deed Book 119, page 599 in the office of the County Commission of Ritchie County, West Virginia, more particularly described as follows:

BEGINNING at a gate post in the line fence between the lands of the said J.L. Griffin and the said Arthur Fleming; thence S. 79 E. 88 feet to a stone and stake in the said J.L. Griffin line; thence S. 27 W. 136-1/2 feet, running at right angles, to another stone and stake; thence N. 71 W. 89 feet to a stone and stake; thence N. 28-1/2 E. 122-1/2 feet to the place of beginning, containing approximately 11,460 square feet, more or less.

Surface Tax Identification Number (Including but not limited to): 03-9-24.1

Mineral Assessment Identification Numbers: 9999-0003-0095

Tract Three: 90 acres, more or less, situated in Clay District, Ritchie County, West Virginia, described in that certain General Warranty Deed dated January 23, 1906, between Ellen M. Shepherd and J.P. Shepherd, as Grantor, and John Fleming, as Grantee, recorded in Deed Book 56, page 119 in the office of the County Commission of Ritchie County, West Virginia, more particularly described as follows:

BEGINNING at a white oak tree, thence N. 70-1/2 W. 43-1/2 poles to a white oak, corner to Lot No. 6; thence with a line of the same, S. 33 W. 197 poles to a stone; thence N. 75-1/2 E. 82 poles to a stone and pointers; thence S. 1 W. 17 poles to a stone, corner to W. O. Jones; thence N. 83 E. 39-2/5 poles to a chestnut oak, corner to Bill Jones; thence W. 1 E. 19-1/2 poles to a stone and pointers; thence N. 80-1/2 E. 31-3/4 poles to a beech; thence N. 24 poles to a hickory bush; thence N. 83 E. 70 poles to a chestnut oak, corner to Stull & Bailey; thence with

Bailey's line, N. 39-1/2 W. 109-3/5 poles to the place of beginning, containing Ninety (90) acres, be the same more or less.

LESS AND EXCEPT 2 acres and 40 poles heretofore sold and conveyed to M. J. Peck, lying East and with E. Cooper's private road, and with a line on the South end of E. Cooper's land in Clay District, County of Ritchie, State of West Virginia, and being bounded and described as follows:

BEGINNING at a stone thence N. 75-1/2° E. 24-3/4 poles to a stone a corner to Cooper, thence N. 15 poles to a stone, thence W. 20 poles to a stone, thence S. 17-3/4 poles to the place of beginning, containing two (2) acres and forty (40) poles, more or less.

Being the same property described in that certain Deed dated December 18, 1894, from James P. Shepherd and Ellen M. Shepherd, his wife, to Margaret J. Peck, recorded in Book 44, Page 133, in the Office of the Clerk of the County Commission of Ritchie County, West Virginia.

CONTAINING 87.75 acres, more or less

Surface Tax Identification Number (Including but not limited to): 03-9-32

Mineral Assessment Identification Number: 9999-0003-0092

Tract Four: 2 acres and 40 poles, more or less, situated in Clay District, Ritchie County, West Virginia, described in that certain General Warranty Deed dated January 18, 1909, between Maywood Monroe and Michia Monroe, his wife, as Grantor, and John Fleming, as Grantee, recorded in Deed Book 61, page 207 in the office of the County Commission of Ritchie County, West Virginia, more particularly described as follows:

BEGINNING at a stone thence N. 75-1/2° E. 24-3/4 poles to a stone a corner to Cooper, thence N. 15 poles to a stone, thence W. 20 poles to a stone, thence S. 17-3/4 poles to the place of beginning, containing two (2) acres and forty (40) poles, more or less.

Surface Tax Identification Number (Including but not limited to): 03-9-32.1

Mineral Assessment Identification Number: 9999-0003-0093

In the event the legal description of the Lands herein this Agreement or in the Deed is incorrect, Buyer has the right to correct the legal description accordingly for a more complete and accurate description of the Lands without additional consideration.

{End of Exhibit "A"}

EXHIBIT "B"
MINERAL AND ROYALTY DEED

This Exhibit "B" is made part of, and incorporated into, that certain Purchase and Sale Agreement effective February 1, 2019, by and between **Gary L. Fleming**, as Seller, and **Pieria Holdings, LLC**, as Buyer.

MINERAL & ROYALTY DEED

That **Gary Fleming aka Gary L. Fleming**, dealing with his sole and separate property, whose address is 804 Beaver St., Sewickley, PA 15143, hereinafter called "Grantor" for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, cash in hand paid by **Pieria Holdings, LLC**, whose address is 25 Highland Park Village 100-308, Dallas, TX 75205, hereinafter called "Grantee", the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign, set over and deliver unto the said Grantee **ALL** of Grantor's right, title and interest in and to all of the oil, gas, and other minerals, together with any and all royalties, overriding royalties, production payments, leasehold interests or working interests, in, on and under, that may be produced from the following lands situated in Ritchie County, West Virginia, to wit (collectively, the "Lands"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

For the same consideration, Grantor also grants, sells, conveys, assigns, and transfers to Grantee, its successors and assigns, by this conveyance (i) the rights of ingress, egress, and possession at all times to mine, drill, and explore the Lands for oil, gas, and other minerals, and to produce, store, dehydrate, compress, treat, process, transport, market, and remove them from the Lands, and to exercise all other rights lawfully belonging to the oil, gas, and mineral estate; (ii) each valid and subsisting oil, gas, and/or other mineral lease (the "Lease," whether one or more) evidenced in the public records of the above-named county, insofar as it covers the above described Lands (and this conveyance is made subject to each such Lease, insofar as it covers the Lands), together with all royalties, overriding royalties, shut-in royalties, delay rentals paid to extend the term within which operations may be conducted on the Lands, and other rights and interests under each such Lease, insofar as it covers the above described Lands; (iii) all royalties, overriding royalties, revenues, payments, production payments, bonuses, delay rentals, accounts, suspended funds, refunds, interest on overdue payments and other things of value due, payable or owed by any lessee, operator, purchaser of production, seller of production, or other person or entity, with respect to any oil, gas, and or other minerals produced from, or attributable to, the above described Lands (regardless of whether such rights to payment accrue on, before or after the effective date of this deed) and (iv) any and all claims or causes of action of Grantor for any of the foregoing.

For the same consideration, Grantor also grants, sells, conveys, assigns, and transfers to Grantee, its heirs, successors, administrators, executors/executrixes and assigns, all of Grantor's interest in any production of oil, gas or other minerals from the Lands covered hereby prior to the date hereof, if not already paid to Grantor, together with any such production now held in storage, tanks and pipelines, and any and all sums of money, suspended runs or accounts of any type or character, due, payable or owing to Grantor by parties by reason of any such prior production, and all of Grantor's future interest and after-acquired title in and to the above described interest, insofar as they cover said Lands. It being the express intent of Grantor to sell, transfer, assign and convey unto Grantee any undistributed funds, including but not limited to, all accrued revenue or suspended funds for the production of oil, gas and other minerals, attributable to this interest, which may have preceded this conveyance to Grantee.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of

the rights granted to Grantee, and further agrees to execute, acknowledge, and deliver such additional documents and instruments, or take such other actions, as may be reasonably necessary or advisable in the judgment of Grantee to more effectively vest the Lands unto the Grantee, and to carry out the purposes and intent of this conveyance without additional consideration. Further, Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, correction conveyances, amendments of description, amendments of Grantor's capacity, including typographical errors, and all other instruments as may be necessary for this conveyance of interest, so that Grantee may act in Grantor's place and stead for this limited purpose only. Grantee is also given, through this provision, the authority to correct the description of the property being conveyed, if necessary, to show the actual description of the property as reflected by the County Records in which the property is located. This is a Durable Power of Attorney and is not affected by the subsequent disability or incapacity of the principal.

This Mineral and Royalty Deed may be executed in duplicate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto and anywise belonging unto said Grantee, and Grantee's heirs, successors, administrators, executors/executrixes and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their (as the case may be) heirs, successors, administrators, executors/executrixes and assigns to warrant and forever defend, all and singular, the Lands and title thereto, property, rights, titles and interests herein conveyed unto the said Grantee, and Grantee's heirs, successors, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This document affects your legal rights. Please read it carefully or seek legal counsel prior to signing. Grantor represents and warrants that Grantor has read the entire contract or has had it read to him/her and understands and agrees to the terms of this contract.

DECLARATION OF RESIDENCY

The party of the first part is not a *bona fide* resident of the State of West Virginia, and thus the said party of the second part is required by *W.Va.Code* § 11-21-71b to withhold and remit to the West Virginia State Tax Commissioner a sum equal to either (a) two and one-half percent of the total payment to a nonresident or nonresident entity, or (b) six and one-half percent of the estimated capital gain derived from the sale or exchange. The amount so withheld from the non-resident grantor is: Six Hundred Twenty-Five Dollars and 00/100 Cents (\$625.00).

The undersigned each hereby warrants that to the best of his or her information and belief, there are no underground storage tanks within and underlying any of the subject premises (*see W.Va.Code* § 22-17-19) nor are or have any of the subject premises been used for the storage, treatment or disposal of hazardous waste (*see W.Va.Code* § 22-18-21).

DECLARATION OF CONSIDERATION

The Grantor does hereby declare that the consideration for this conveyance is Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00).

{Remainder of page left blank}

IN WITNESS WHEREOF, this instrument is executed as of the date of the respective acknowledgments below, but for all purposes effective as of February 1, 2019.

GRANTOR:

Gary Fleming aka Gary L. Fleming

By: Gary Fleming

NOTARY ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2019 by **Gary Fleming aka Gary L. Fleming**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the foregoing instrument for the purpose and consideration therein.

(SEAL)

Notary Public, State of _____

{Remainder of page left blank}

EXHIBIT "A"
Legal Description

This Exhibit "A" is made part of, and incorporated into, that certain Mineral and Royalty Deed effective this 1st day of February, 2019, by and between **Gary Fleming aka Gary L. Fleming**, as Grantor, and **Pieria Holdings, LLC**, as Grantee, for the conveyance of all of Grantor's rights, titles and interest in and to all the oil, gas, mineral and royalty rights to Grantee in and to the following properties, to wit:

Clay District, Ritchie County, West Virginia

Tract One: 138.75 acres, more or less, situated in Clay District, Ritchie County, West Virginia, described in that certain General Warranty Deed dated October 17, 1889, between Elias Marsh, as Grantor, and Laura D. Steele, as Grantee, recorded in Deed Book 30, page 541 in the office of the County Commission of Ritchie County, West Virginia, more particularly described as follows:

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24 poles to a hickory bush; thence N. 83 E. 70 poles to a chestnut oak, corner to Stull & Bailey; thence with Bailey's line, N. 39-1/2 W. 109-3/5 poles to the place of beginning, containing Ninety (90) acres, be the same more or less.

LESS AND EXCEPT 2 acres and 40 poles heretofore sold and conveyed to M. J. Peck, lying East and with E. Cooper's private road, and with a line on the South end of E. Cooper's land in Clay District, County of Ritchie, State of West Virginia, and being bounded and described as follows:

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Being the same property described in that certain Deed dated December 18, 1894, from James P. Shepherd and Ellen M. Shepherd, his wife, to Margaret J. Peck, recorded in Book 44, Page 133, in the Office of the Clerk of the County Commission of Ritchie County, West Virginia.

CONTAINING 87.75 acres, more or less

Surface Tax Identification Number (Including but not limited to): 03-9-32
Mineral Assessment Identification Number: 9999-0003-0092

Tract Four: 2 acres and 40 poles, more or less, situated in Clay District, Ritchie County, West Virginia, described in that certain General Warranty Deed dated January 18, 1909, between Maywood Monroe and Michia Monroe, his wife, as Grantor, and John Fleming, as Grantee, recorded in Deed Book 61, page 207 in the office of the County Commission of Ritchie County, West Virginia, more particularly described as follows:

BEGINNING at a stone thence N. 75-1/2° E. 24-3/4 poles to a stone a corner to Cooper, thence N. 15 poles to a stone, thence W. 20 poles to a stone, thence S. 17-3/4 poles to the place of beginning, containing two (2) acres and forty (40) poles, more or less.

Surface Tax Identification Number (Including but not limited to): 03-9-32.1
Mineral Assessment Identification Number: 9999-0003-0093

This document prepared by and return to:
Pieria Holdings, LLC
25 Highland Park Village 100-308
Dallas, TX 75205

{End of Exhibit "B"}

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: Gary L. Fleming, Sr.

BANKRUPTCY NUMBER: 19-20486 TPA

NOTICE OF SALE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notice is hereby given that Christopher M. Frye, Attorney for the Debtor, has filed a Motion to Sell Real Mineral Rights and Royalties Free and Divested of Liens.

The Debtor, Gary L. Fleming, Sr., has received an offer of \$25,000.00 for the Debtor's mineral rights and royalties located in Ritchie County, West Virginia free and clear of all liens and encumbrances. The exact location and detail on the mineral rights being sold may be obtained by review of the Motion to Sell and/or by contacting Debtor's counsel.

A hearing will be held in Courtroom C, 54th Floor, U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA 15219 on March 14, 2019 at 11:30 AM for the purpose of passing on said Motion when and where all objections will be heard, when and where the public is invited, and when and where higher and better offers will be accepted.

Additional information is available at the office of the Debtor's attorney, Christopher M. Frye, Esquire, Steidl and Steinberg, Suite 2830 – Gulf Tower, 707 Grant Street, Pittsburgh, PA 15219, (412) 391-8000.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE)	
)	
Gary L. Fleming, Sr.,)	Case No. 19-20486 TPA
)	
Debtor)	Chapter 11
)	Docket No.
)	
Gary L. Fleming, Sr.,)	
)	
Movant)	
)	
Vs.)	
)	
Pieria Holdings, LLC,)	
)	
Respondent)	

**ORDER CONFIRMING SALE OF MINERAL AND ROYALTY RIGHTS
FREE AND DIVESTED OF LIENS**

AND NOW, this _____, on consideration of the Debtor’s Motion for Sale of Property Free and Divested of Liens, filed at Document No. ____, to Pieria Holdings, LLC, 25 Highland Park Village 100-308, Dallas, TX, 75205 for \$25,000.00, after hearing held in Courtroom C, 54th Floor, 600 Grant Street, Pittsburgh, PA, this date, the Court finds:

(1) That service of the *Notice of Hearing* and *Order* setting hearing on said *Motion* for private sale of mineral and royalty rights free and divested of liens of the above-named Respondents, was effected on the following secured creditors whose liens are recited in said Motion for Private sale, viz:

<u>DATE OF SERVICE</u>	<u>NAME OF LIENOR AND SECURITY</u>
-------------------------------	---

NONE

(2) That sufficient general notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the moving party as shown by the certificate of serviced duly filed and that the named parties were duly served with the Motion.

(3) That said sale hearing was duly advertised on the Court’s website pursuant to *W.P.A LBR 6004-1(c)(2)* on _____, in _____ on _____, 2019.

(4) That at the sale hearing the highest/best offer received was that of the

above Purchaser and no objections to the sale were made which would result in cancellation of said sale.

(5) That the price of \$25,000.00 by Pieria Holdings, LLC was a full and fair price for the property in question.

(6) That the Purchaser has acted in good faith with respect to the within sale in accordance with *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F2d.143 (*3d Cir. 1986).

Now therefore, **IT IS ORDERED, ADJUDGED AND DECREED**, that the sale by Mineral and Royalty Deed of the mineral and royalty rights for certain property located in Ritchie County, West Virginia as described in the Mineral and Royalty Deed attached to this Motion is hereby **CONFIRMED** to Pieria Holdings, LLC for \$25,000.00, free and divested of the above recited liens and claims, and, that the Movant is authorized to make, execute and deliver to the Buyer above named the necessary deed and/or other documents required to transfer title to the property purchased upon compliance with the terms of sale;

IT IS FURTHER ORDERED, that the above recited liens and claims, be, and they hereby, are, transferred to the proceeds of sale, if and to the extent they may be determined to be valid liens against the sold property, that the within decreed sale shall be free, clear and divested of said liens and claims;

FURTHER ORDERED, that the following expenses/costs shall immediately be paid at the time of closing. *Failure of the closing agent to timely make and forward the disbursements required by this Order will subject the closing agent to monetary sanctions*, including among other things, a fine or the imposition of damages, after notice and hearing, for failure to comply with the above terms of this *Order*. Except as to the distribution specifically authorized herein, all remaining funds shall be held by Counsel for Movant pending further Order of this Court after notice and hearing.

- (1) The following liens(s)/claim(s) and amounts; No known liens;
- (2) Any normal and necessary taxes and closing costs related to the sale of mineral rights;
- (3) The costs of local newspaper advertising in the amount of \$_____ payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (4) The Court filing fee of \$181.00 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (5) The Court approved attorney fees in the amount of \$_____ payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (6) The balance of the funds realized from the within sale shall be held by the Attorney for the Movant until further Order of Court, after notice and hearing; and,
- (7) Other:_____.

FURTHER ORDERED that:

- (1) *Within seven (7) days of the date of this Order*, the Movant shall serve a copy of the within *Order* on each Respondent/Defendant (i.e., each party against whom relief is sought) and its attorney of record, if any, upon any

attorney or party who answered the motion or appeared at the hearing, the attorney of the Debtor, the Closing Agent, the Purchaser, and the attorney for the Purchaser, if any, and file a certificate of service.

- (2) ***Closing shall occur within ninety (90) days of this Order.***
- (3) ***Within seven (7) days following closing,*** the Movants/Plaintiffs shall file a ***Report of Sale*** which shall include a copy of the HUD-1 or other Settlement Statement; and,
- (4) This ***Sale Confirmation Order*** survives any dismissal or conversion of the within case.

Honorable Thomas P. Agresti
United States Bankruptcy Judge