

THIS SPECIAL WARRANTY DEED, made and entered into as of this 1st day of January, 2007, by and between **DINGESS-RUM PROPERTIES, INC.**, a West Virginia corporation, formerly named Dingess-Rum Coal Company, party of the first part (hereinafter called "Grantor") and **WPP LLC**, a Delaware limited liability company, party of the second part (hereinafter called "Grantee").

WITNESSETH that, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and the further consideration of the assumption by Grantee of the payment of the taxes for 2007 assessed against the real estate hereinafter described and hereby conveyed, Grantor does hereby grant, bargain, sell and convey unto Grantee:

All of Grantor's right, title and interest of every nature, kind and character whatsoever, in and to all of its real property and real property interests situate, lying and being in Logan County, West Virginia, including without limitation, those parcels or tracts of land listed or described on Schedule A attached hereto and made a part hereof, subject however to the following:

(a) With respect to those tracts or parcels wherein Grantor owns only the surface thereof, only the surface thereof is conveyed by this Deed; and,

(b) With respect to those tracts or parcels wherein Grantor owns only the minerals, only the minerals therein or thereunder are conveyed by this Deed;

and including the same property which was conveyed to Grantor, successor by change of name to Dingess-Rum Coal Company, by those deeds of record in the office of the Clerk of the County Commission of Logan County, West Virginia, the recording information with respect to which is set forth on Schedule A attached to and made a part of this Deed, and

including further the same property which was conveyed to Grantor by D-R Stores, Inc., a West Virginia corporation (to which corporation Grantor has succeeded by merger effective December 18, 2006, Articles of Merger with respect to which are on file with the Office of the Secretary of State of the State of West Virginia and a certified copy of which is of record in the office of the Clerk of the County Commission of Logan County, West Virginia, in Deed Book 583 at Page 291) by a Confirmation Deed which is of record in Deed Book 583 at Page 287 in said Clerk's Office.

PROVIDED HOWEVER, Grantor excepts and reserves from this conveyance, for itself and its successors and assigns, any and all oil and gas, including without limitation, coal-bed methane and all other gaseous and liquid hydrocarbons, in, on, or under the parcels or tracts of land conveyed by this Deed, together with the rights to explore for, capture, recover, extract, produce, take from, drill, transport (by pipeline or otherwise), compress, clean and otherwise treat all such oil, gas, coal-bed methane and other gaseous and liquid hydrocarbons, all so long as the exercise of such rights by Grantor, its successors and assigns (a) does not unreasonably interfere with the use by Grantee, its successors and assigns, of the tracts or parcels of property conveyed by this Deed and (b) is done in a manner which will, to the best of the ability of Grantor, its successors and assigns, preserve the value and mineability of any coal conveyed by this Deed and the ability of Grantee, its successors and assigns, to safely mine through any plugged oil, gas and coal bed methane wells, it being understood that the coal estate in any of the tracts or parcels of property conveyed hereby is the DOMINANT ESTATE and the owner of the DOMINANT ESTATE shall have no duty to capture or preserve any coal-bed methane which is vented or escapes during coal mining operations, all subject however to any

outstanding rights granted to others by Grantor or its predecessors in interests, prior to January 1, 2007, with respect to the oil, gas, coal-bed methane and other gaseous and liquid hydrocarbons, which are described or listed on Schedule B attached hereto and made a part hereof.

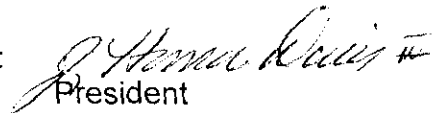
TO HAVE AND TO HOLD said real properties together with all of the rights, easements, privileges, appurtenances, appendages and hereditaments thereunto belonging or in anywise appertaining unto Grantee, its successors and assigns, forever. This conveyance is made subject to any and all easements, rights-of-way, covenants and restrictions as may appear of record in the aforesaid Clerk's office. In addition to anything set forth above, subject to such easements, rights-of-way, covenants and restrictions of record in the aforesaid Clerk's office, and the real estate taxes assessed against the property hereby conveyed for the year 2007, which taxes have been assumed by Grantee, Grantor covenants to and with Grantee that Grantor will **WARRANT SPECIALLY** the title to the property hereby conveyed.

Grantor, under penalty as provided by law, declares that the total consideration paid for the real property conveyed by this deed is \$139,160,000.00.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed by its duly authorized officer as of the day and year first above written.

DINGESS-RUM PROPERTIES, INC., a
West Virginia corporation

By:


President

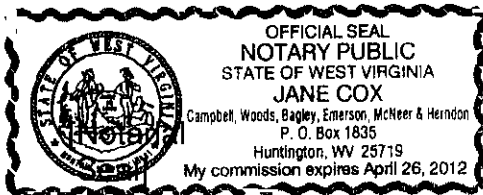
STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO WIT:

The foregoing instrument dated as of the 1st day of January, 2007, was acknowledged before me this 16th day of January, 2007, by J. Hornor Davis, IV, President of Dingess-Rum Properties, Inc., a West Virginia corporation, on behalf of said corporation.

My commission expires:

April 26, 2012



Jane Cox
Notary Public

This instrument prepared
without examination of title by:

Roy F. Layman, Esquire
Campbell Woods, P.L.L.C.
517 Ninth Street, Suite 1000
P. O. Box 1835
Huntington, WV 25719

**SCHEDULE A
to
DEED**

Tax Tract Description	Map-Parcel	District	Deed Book	Page
7 Ac Surface John Smith McConnell	32-0012-0000-0000	Logan Rural	329	220
Lots 9 & 6 Surface John Smith McConnell	32-0015-0000-0000	Logan Rural	329	220
Lots 1-5 Surface John Smith McConnell	32-0020-0000-0000	Logan Rural	329	220
Lots 12-15 Surface John Smith McConnell	32-0021-0000-0000	Logan Rural	329	220
45.59 Acre Fee - Except Oil & Gas Parcel Greemont (318x182.94x40x190x125)	32-0085-0000-0000	Logan Rural	X	264
0.29 Acre Surface Greenmont	32-0085-0001-0000	Logan Rural	X	264
5.5 Acre Fee - Except Oil & Gas Greenmont	32-0302-0000-0000	Logan Rural	X	264
23.38 Acre Fee - Except Oil & Gas Greenmont	32-0303-0000-0000	Logan Rural	109	479
6.30 Acre Surface Buffalo Creek	106-0002-0000-0000	Triadelphia	525	172
389.67 Acre Fee - Except Oil & Gas Buffalo Creek	115-0003-0000-0000	Triadelphia	U	120
2921.05 Acre Fee - Except Oil & Gas Chilton Coal Company (Managed Timber)	126-0001-0000-0000	Logan Rural	T	168
			T	241
			U	303
			X	145
			X	251
			Y	149
			Y	463
			Z	42

Tax Tract Description	Map-Parcel	District	Deed Book	Page
334.39 Acre Fee - Except Oil & Gas	135-0001-0000-0000	Logan Rural	69	144
Wanda (Managed Timber)			T	187
			U	303
			X	145
42.46 Acre Fee - Except Oil & Gas	135-0002-0000-0000	Logan Rural	X	145
Fort Branch - Dingess Run				
543.49 Acre Fee - Except Oil & Gas	136-0002-0000-0000	Logan Rural	32	246
Manitoba (Managed Timber)			U	303
1510.94 Acre Fee - Except Oil & Gas	137-0001-0000-0000	Logan Rural	32	246
Ames Mining Company (Managed Timber)			T	241
			U	303
144 Acre Surface - Lawson Branch	146-0001-0000-0000	Logan Rural	U	112
Guyan River (Managed Timber)				
811.04 Acre Fee - Except Oil & Gas	146-0002-0000-0000	Logan Rural	T	164
Sunbeam (Managed Timber)			U	112
			U	303
1102.516 Acre Fee - Except Oil & Gas	146-0003-0000-0000	Logan Rural	1	124
Fort Branch			69	144
			T	389
			U	303
118.43 Acre Fee - Except Oil & Gas	147-0001-0000-0000	Logan Rural	1	124
Dingess Run Back of Wanda			U	303
1044.52 Acre Fee - Except Oil & Gas	147-0002-0000-0000	Logan Rural	T	164
Rex (Managed Timber)			T	241
			T	389
			U	303
			X	251
			Z	85
1553.36 Acre Fee - Except Oil & Gas	148-0001-0000-0000	Logan Rural	32	246
Crystal Block Georges Creek			T	213
			T	389
			U	303
			W	236

Tax Tract Description	Map-Parcel	District	Deed Book	Page
18.65 Acre Fee - Except Oil & Gas Stollings Parcell FFD, Stollings Property	157-0001-0000-0000	Logan Rural	133	95
18.48 Acre Fee - Except Oil & Gas D-R Coal Company (Managed Timber)	157-0002-0000-0000	Logan Rural	T U	164 303
46.48 Acre Fee - Except Oil & Gas Dingess Run (Managed Timber)	157-0009-0000-0000	Logan Rural	X	145
38.10 Acre Surface Dingess Rum (Managed Timber)	157-0010-0000-0000	Logan Rural	130	398
10.90 Acre Surface McConnell	157-0011-0000-0000	Logan Rural	329	220
5.585 Acre Surface North Side Road, McConnell	157-0011-0001-0000	Logan Rural	329	220
2295.69 Acre Fee - Except Oil & Gas Melville (Managed Timber)	158-0001-0000-0000	Logan Rural	T U W	241 303 236
1022.58 Acre Fee - Except Oil & Gas Ames Mining Company (Managed Timber)	159-0001-0000-0000	Logan Rural	47 T T U Y	121 47 241 303 176
1204.134 Acre Fee - Except Oil & Gas Argyle #2	159-0002-0000-0000	Logan Rural	32 T T T U W Y Y	246 47 216 389 303 236 149 176
205.197 Acre Fee - Except Oil & Gas McGregor	160-0001-0000-0000	Logan Rural	137	265
52.85 Acre Fee - Except Oil & Gas	168-0004-0000-0000	Logan Rural	118	248
92.75 Acre Surface Dingess Rum	168-0009-0000-0000	Logan Rural	L	334

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Tax Tract Description	Map-Parcel	District	Deed Book	Page
51.72 Acre Fee - Except Oil & Gas Guyan River & BRS	168-0014-0000-0000	Logan Rural	131	395
3.76 Acre Surface - Guyan River Guyan River	168-0016-0000-0000	Logan Rural	111	85
60.2 Acre Fee - Except Oil & Gas Guyan River Above Beach Creek	168-0017-0000-0000	Logan Rural	111	85
0.65 Acre Fee - Except Oil & Gas Lot Guyan River	168-0020-0000-0000	Logan Rural	111	85
595 Acre Fee - Except Oil & Gas Guyan River	168-0031-0000-0000	Logan Rural	111	85
83.19 Acre Fee - Except Oil & Gas West Side Guyan River	168-0032-0000-0000	Logan Rural	160	221
469.19 Acre Fee - Except Oil & Gas Greenmont	169-0001-0000-0000	Logan Rural	T W	271 236
1293.296 Acre Fee - Except Oil & Gas McBeth	169-0002-0000-0000	Logan Rural	T U U W	271 303 422 236
8.27 Acre Surface Rum Creek	170-0001-0000-0000	Logan Rural	32	268
1132.02 Acre Fee - Except Oil & Gas Paragon	170-0004-0000-0000	Logan Rural	T U W	271 117 556
6.05 Acre Fee - Except Oil & Gas Rum Creek	170-0005-0000-0000	Logan Rural	T	271
334.24 Acre Fee - Except Oil & Gas Orville	170-0013-0000-0000	Logan Rural	T U W	271 117 556
57.73 Acre Fee - Except Oil & Gas Right Fork Rum Creek	170-0014-0000-0000	Logan Rural	85 T	148 271
943.818 Acre Fee - Except Oil & Gas Cub Fork	171-0001-0000-0000	Logan Rural	T	271
37.146 Acre Surface Rum Creek	179-0001-0000-0000	Logan Rural	157	319

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Tax Tract Description	Map-Parcel	District	Deed Book	Page
38.4 Acre Fee - Except Oil & Gas	179-0004-0000-0000	Logan Rural	160	221
Goody Koontz				
0.68 Acre Surface	180-0004-0001-0000	Logan Rural	445	234
New Survey Guyan River				
369.29 Acre Fee - Except Oil & Gas	180-0024-0000-0000	Logan Rural	32	232
Hutchinson			T	213
71.22 Acre Fee - Except Oil & Gas	180-0047-0000-0000	Logan Rural	32	232
HC & Cush Avis			253	246
			T	213
3972.107 Acre Fee - Except Oil & Gas	181-0003-0000-0000	Logan Rural	44	269
Right Fork Rum Creek			P	117
			T	271
			U	117
			W	256
			X	565
2998.65 Acre Fee - Except Oil & Gas	182-0001-0000-0000	Logan Rural	N	232
McGregor			T	271
			U	117
			W	256
			X	565
138.47 Acre Fee - Except Oil & Gas	182-0002-0000-0000	Logan Rural	37	128
Rum Creek				
32.10 Acre Fee - Except Oil & Gas	182-0003-0000-0000	Logan Rural	37	129
Rum Creek				
12.2 Acre Mineral - Except Oil & Gas	9999-0000-0090-0000	Logan Rural	160	221
West Side Guyan River				
5 Acre Mineral - Except Oil & Gas	9999-0000-0100-0000	Logan Rural	160	221
West Side Guyan River				
41.17 Acre Mineral - Except Oil & Gas	9999-0000-0120-0000	Logan Rural	32	268
Hutchinson Coal Company				
302 Acre Mineral - Except Oil & Gas	9999-0000-0160-0000	Logan Rural	T	389
Rex			U	303
			X	251
			Z	85

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Tax Tract Description	Map-Parcel	District	Deed Book	Page
10.72 Acre Mineral - Except Oil & Gas Greenmont	9999-0000-0170-0000	Logan Rural	X	264
557.38 Acre Mineral - Chilton Seam only Marsh Fork of Wanda	9999-0000-0180-0000	Logan Rural	277	137
144 Acre Mineral - Except Oil & Gas Lawson Br Guyan River - Above Alma Seam	9999-0000-0190-0000	Logan Rural	287	208
334 Acre Mineral - Except Oil & Gas Guyan River	9999-0000-0210-0000	Logan Rural	111	85
55.45 Acre Mineral - Except Oil & Gas Dingess Rum	9999-0000-0220-0000	Logan Rural	L	334
24.185 Acre Mineral - Except Oil & Gas McConnell - North Side of County Road	9999-0000-0230-0000	Logan Rural	329	220
35 Acre Mineral - Except Oil & Gas Guyan River & BRS	9999-0000-0240-0000	Logan Rural	111	85
45.57 Acre Mineral - Except Oil & Gas Dingess Rum	9999-0000-0250-0000	Logan Rural	130	398
43.146 Acre Mineral - Except Oil & Gas Rum Creek	9999-0000-0260-0000	Logan Rural	157	319
49.39 Acre Mineral - Except Oil & Gas West Side Guyan River	9999-0000-0270-0000	Logan Rural	160	221
18.72 Acre Mineral - Except Oil & Gas West Side Guyan River	9999-0000-0280-0000	Logan Rural	160	221
52.97 Acre Mineral - Except Oil & Gas Orville	9999-0000-0490-0000	Logan Rural	T	271
156.75 Acre Fee - Except Oil & Gas Rum Creek	169-0003-0000-0000	Logan Rural	49	296
19 Acre Mineral - Except Oil & Gas Rum Creek	9999-0000-0080-0000	Logan Rural	49	296
Lot 99 Greenmont	32-0031-0000-0000	Logan Rural	583	287
Lot 102 Greenmont	32-0071-0000-0000	Logan Rural	583	287
457.07 Acre Fee Guyan River (Managed Timber)	157-0012-0000-0000	Logan Rural	583	287
97 Acre Fee Guyan River	168-0038-0000-0000	Logan Rural	583	287

**SCHEDULE B
to
DEED**

Item 1: ALLEGHENY ENERGY

1. Agreement, March 1, 1919
2. Agreement, December 8, 1919
3. Agreement, December 8, 1919
4. Agreement, December 8, 1919
5. Agreement, October 20, 1920
6. Agreement, December 1, 1920
7. Agreement, March 14, 1922
8. Supplemental Agreement, January 4, 1923
9. Supplemental Agreement, May 23, 1923
10. Agreement of Modification & Surrender, May 1, 1951
11. Agreement, December 11, 1952
12. Conveyance & Bill of Sale, July 21, 1992
13. Conveyance & Bill of Sale, July 21, 1992
14. Partial Assignment & Bill of Sale, May 7, 2001(effective April 1, 2001)
15. Petition for Consent & Approval, October 27, 1998

Item 2: CABOT CORPORATION

1. Lease, August 8, 1925
2. Agreement, May 14, 1926

3. Agreement, May 14, 1926
4. Deed of Release, January 12, 1933
5. Pipeline R-O-W Agreement, September 19, 1974
6. Oil & Gas Lease, March 1, 1975
7. Lease Amendment, January 1, 1976
8. Oil & Gas Lease Agreement, January 1, 1976
9. Royalty Division Order, March 29, 1979

Item 3: CHESAPEAKE APPALACHIA, LLC

1. R-O-W Agreement, October 30, 1946
2. Supplemental Easement Agreement, September 11, 1968
3. R-O-W Agreement, September 16, 1969
4. Oil & Gas Lease, June 1, 1971
5. Agreement, November 24, 1971
6. R-O-W Agreement, March 25, 1980
7. Agreement, July 26, 19903.

Item 4: JACKSON RESOURCES COMPANY

1. Agreement, December 1, 1952
2. Agreement, December 2, 1952
3. R-O-W Deed, July 19, 1954
4. R-O-W Deed, April 17, 1957
5. R-O-W Deed, August 15, 1957

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6. R-O-W Deed, March 12, 1958
7. Partial Surrender, February 19, 1960
8. Supplemental Agreement, June 27, 1962
9. Lease, June 29, 1962
10. Supplemental R-O-W Deed, October 24, 1971
11. Oil & Gas Lease, April 30, 1980
12. Jackson Letter, September 23, 1991
13. Purchase Sale Agreement, October 29, 1992
14. Bill of Sale & Assignment, November 2, 1992
15. Agreement, July 1, 1995
16. Jackson Letter, November 5, 1997
17. Jackson Letter, July 1, 1999



Item 5: NEW RIVER ENERGY COMPANY

1. Partial Assignment & Bill of Sale, (Aracoma Gas Wells), March 7, 2001, effective April 1, 2001



ADMITTED TO RECORD

2007 JAN 17 A 11: 23

JOHN A. TURNER, CLERK
LOGAN CO. COMMISSION

FILING FEE

~~18.00~~
2.00 AP

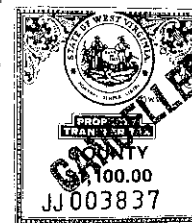
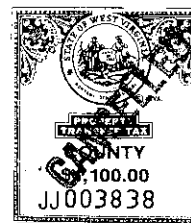
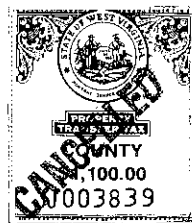
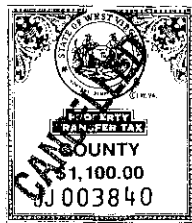
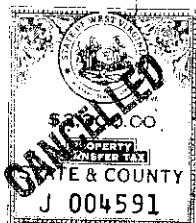
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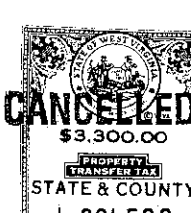
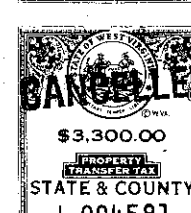
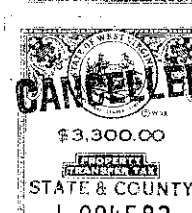
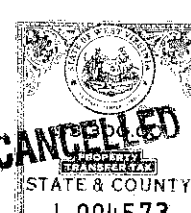
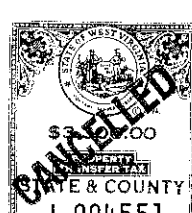
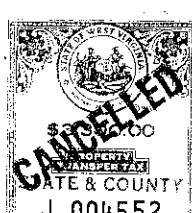
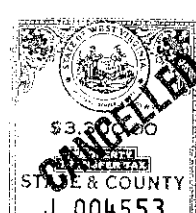
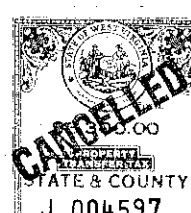
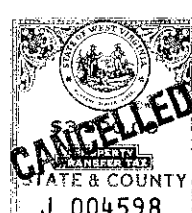
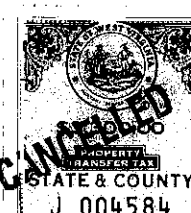
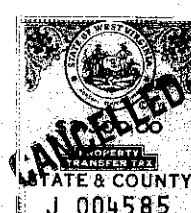
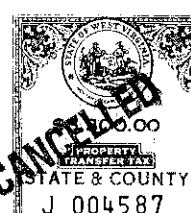
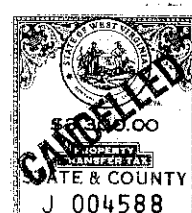
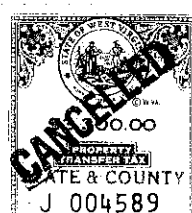
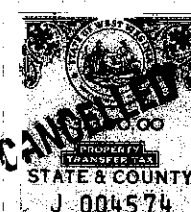
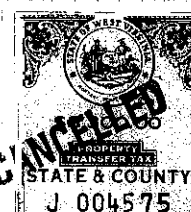
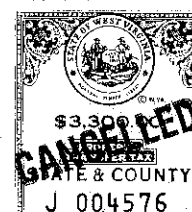
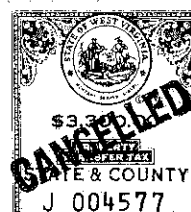
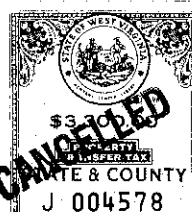
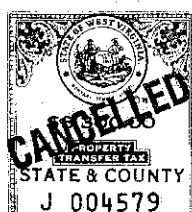
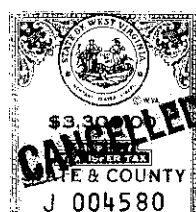
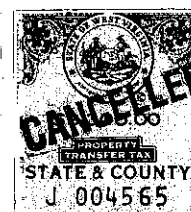
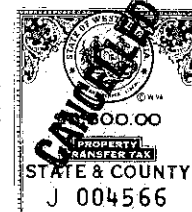
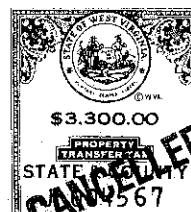
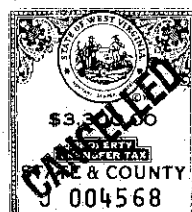
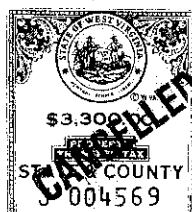
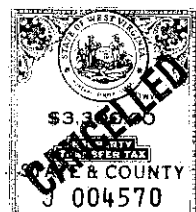
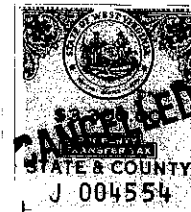
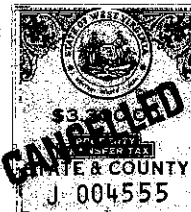
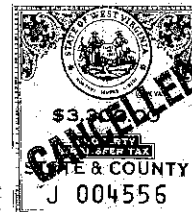
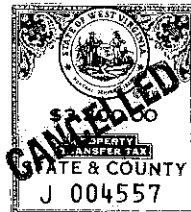
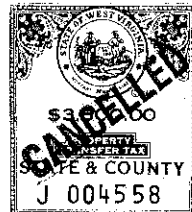
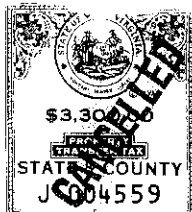
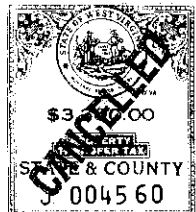
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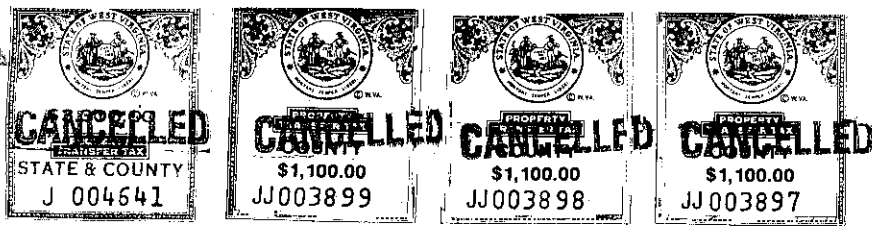


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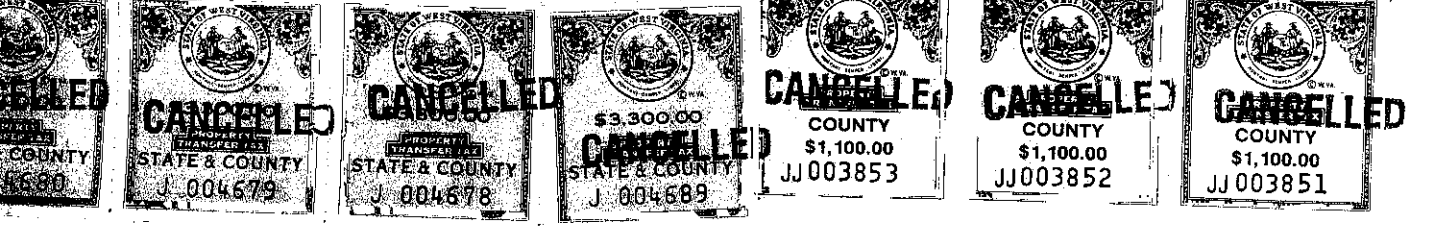
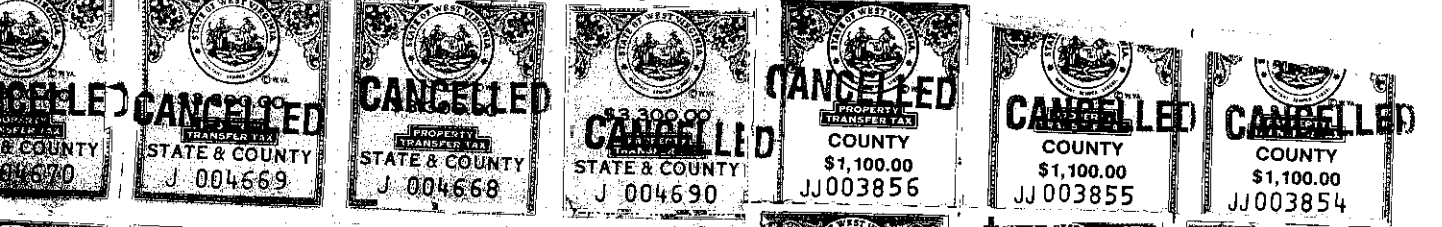
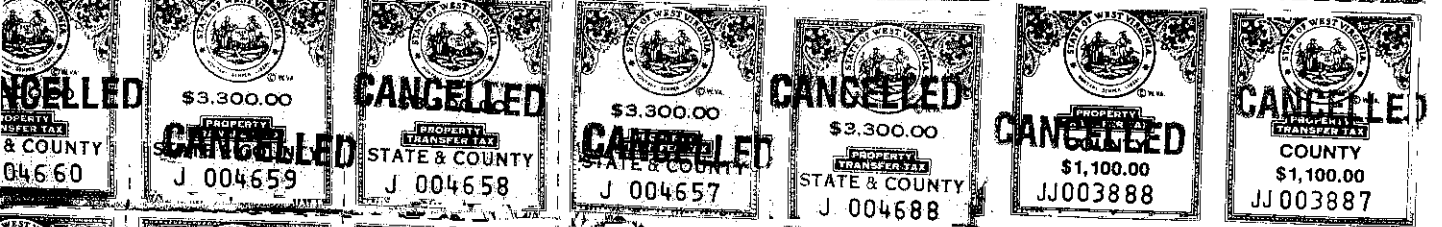
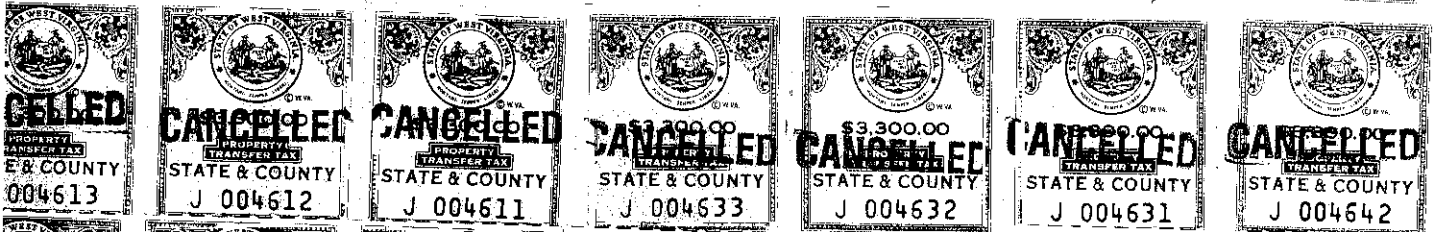
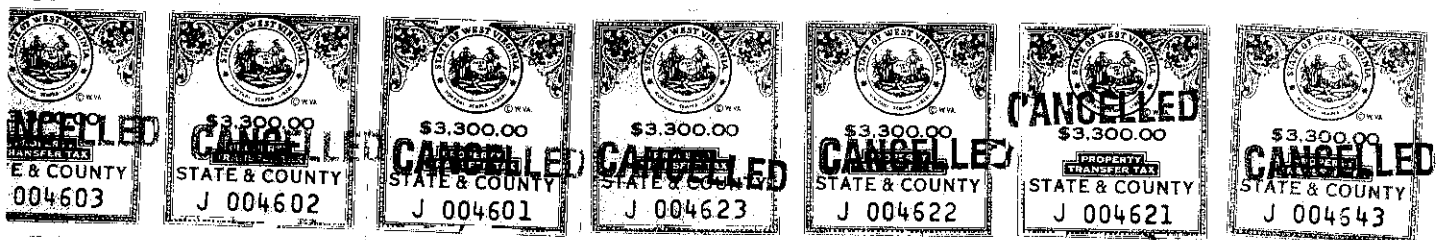
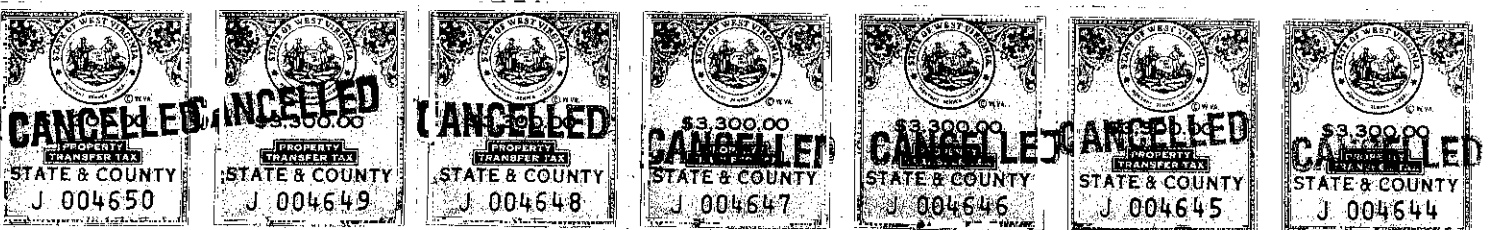
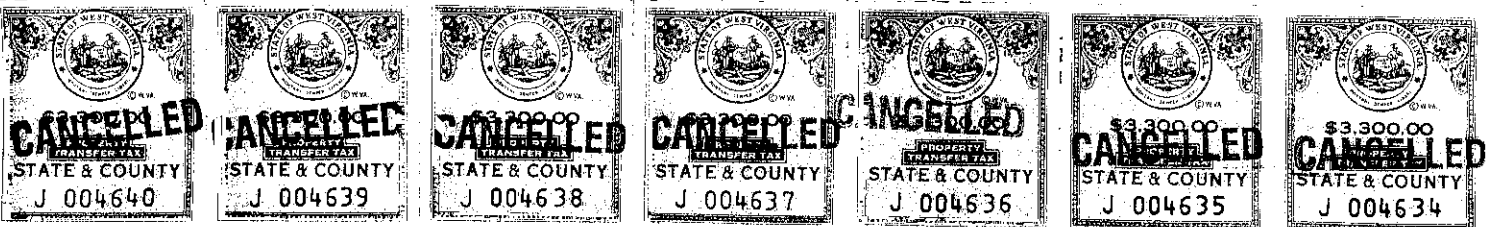
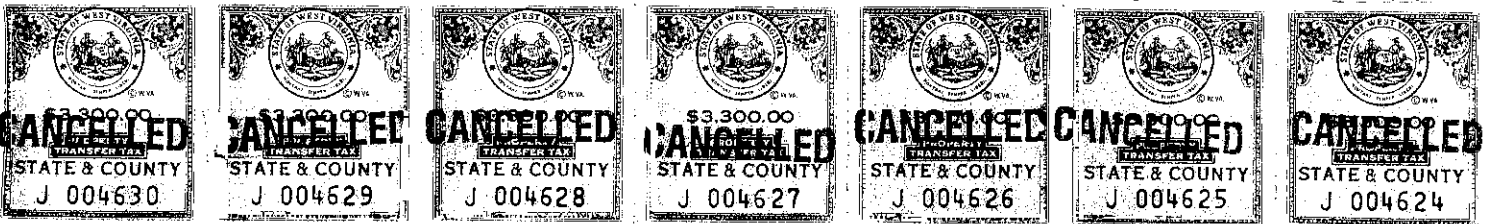
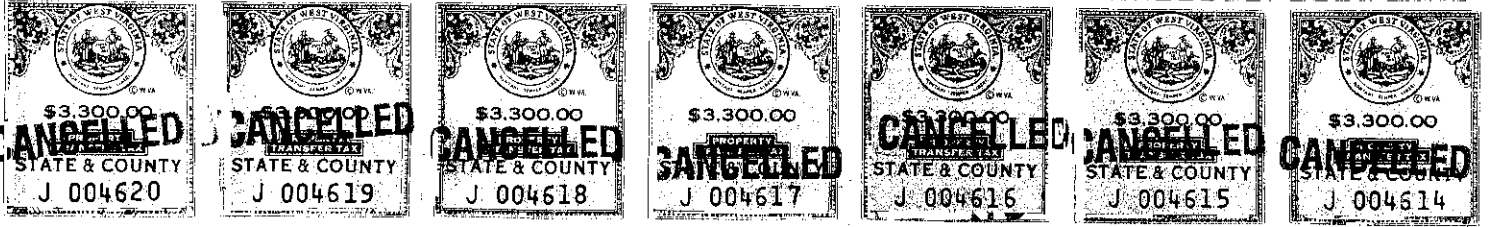
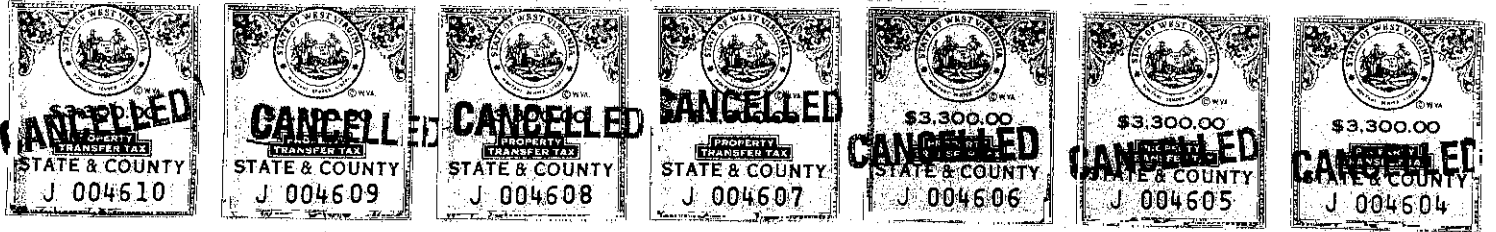


PAGE 583 461





583 462





STATE OF WEST VIRGINIA, COUNTY OF LOGAN, TO-WIT:

IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION:

The foregoing paper was this the 17 day of January, 20 07 at 11:23 AM
presented to me in my office, and thereupon, together with a certificate thereunto annexed is admitted to record.

Recording Fee \$ 18.00

Teste: JOHNA. TURNER, County Clerk

By Jenny Smith Deputy

THIS SPECIAL WARRANTY DEED, made and entered into as of this 1st day of January, 2007, by and between **DINGESS-RUM PROPERTIES, INC.**, a West Virginia corporation, formerly named Dingess-Rum Coal Company, party of the first part (hereinafter called "Grantor") and **WPP LLC**, a Delaware limited liability company, party of the second part (hereinafter called "Grantee").

WITNESSETH that, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and the further consideration of the assumption by Grantee of the payment of the taxes for 2007 assessed against the real estate hereinafter described and hereby conveyed, Grantor does hereby grant, bargain, sell and convey unto Grantee:

All of Grantor's right, title and interest of every nature, kind and character whatsoever, in and to all of its real property and real property interests situate, lying and being in Clay and Nicholas Counties, West Virginia, including without limitation, those parcels or tracts of land listed or described on Schedule A attached hereto and made a part hereof, subject however to the following:

(a) With respect to those tracts or parcels wherein Grantor owns only the surface thereof, only the surface thereof is conveyed by this Deed; and,

(b) With respect to those tracts or parcels wherein Grantor owns only the minerals, only the minerals therein or thereunder are conveyed by this Deed;

and including the same property which was conveyed to Grantor, successor by change of name to Dingess-Rum Coal Company, by that certain deed dated July 14, 1958 by D-R Stores, Inc. of record in the office of the Clerk of the County Commission of Clay County, West Virginia, in Deed Book 82 at Page 321 and in the Office of the Clerk of the Nicholas

(THG)
Huddleston, Bellen
PO Box 3185
Huntington, WV 25722-3185



Doc ID: 002122630007 Type: DEE
Recorded: 01/17/2007 at 11:56:01 AM
Fee Amt: \$14,071.00 Page 1 of 7
Excise Tax: \$14,058.00
Stamp# 31

Nicholas County Clerk
Wanda Hendrickson County Clerk

BK 437 PG 225-231

County Commission in Deed Book 182 at page 185. There are expressly excepted and reserved from the foregoing tracts or boundaries of real estate and from this conveyance, and not conveyed hereby those certain tracts or parcels of land excepted and reserved in said Deed of record in Deed Book 82 at Page 321 and Deed Book 182 at Page 185, respectively, in said Clerk's Offices.

PROVIDED HOWEVER, Grantor excepts and reserves from this conveyance, for itself and its successors and assigns, any and all oil and gas, including without limitation, coal-bed methane and all other gaseous and liquid hydrocarbons, in, on, or under the parcels or tracts of land conveyed by this Deed, together with the rights to explore for, capture, recover, extract, produce, take from, drill, transport (by pipeline or otherwise), compress, clean and otherwise treat all such oil, gas, coal-bed methane and other gaseous and liquid hydrocarbons, all so long as the exercise of such rights by Grantor, its successors and assigns (a) does not unreasonably interfere with the use by Grantee, its successors and assigns, of the tracts or parcels of property conveyed by this Deed and (b) is done in a manner which will, to the best of the ability of Grantor, its successors and assigns, preserve the value and mineability of any coal conveyed by this Deed and the ability of Grantee, its successors and assigns, to safely mine through any plugged oil, gas and coal bed methane wells, it being understood that the coal estate in any of the tracts or parcels of property conveyed hereby is the DOMINANT ESTATE and the owner of the DOMINANT ESTATE shall have no duty to capture or preserve any coal-bed methane which is vented or escapes during coal mining operations, all subject however to any outstanding rights granted to others by Grantor or its predecessors in interests, prior to January 1, 2007, with respect to the oil, gas, coal-bed methane and other gaseous and liquid hydrocarbons, which are described or listed on Schedule B attached hereto and

made a part hereof.

TO HAVE AND TO HOLD said real properties together with all of the rights, easements, privileges, appurtenances, appendages and hereditaments thereunto belonging or in anywise appertaining unto Grantee, its successors and assigns, forever.

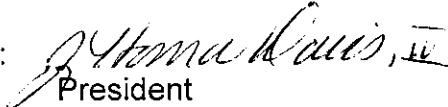
This conveyance is made subject to any and all easements, rights-of-way, covenants and restrictions as may appear of record in the aforesaid Clerk's office. In addition to anything set forth above, subject to such easements, rights-of-way, covenants and restrictions of record in the aforesaid Clerk's office, and the real estate taxes assessed against the property hereby conveyed for the year 2007, which taxes have been assumed by Grantee, Grantor covenants to and with Grantee that Grantor will **WARRANT SPECIALLY** the title to the property hereby conveyed.

Grantor, under penalty as provided by law, declares that the total consideration paid for the real property located in Clay County, West Virginia conveyed by this deed is \$710,000.00.

Grantor, under penalty as provided by law, declares that the total consideration paid for the real property located in Nicholas County, West Virginia conveyed by this deed is \$2,130,000.00.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed by its duly authorized officer as of the day and year first above written.

DINGESS-RUM PROPERTIES, INC., a
West Virginia corporation

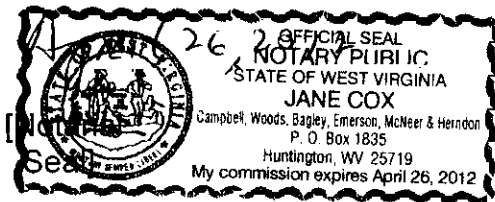
By: 
President

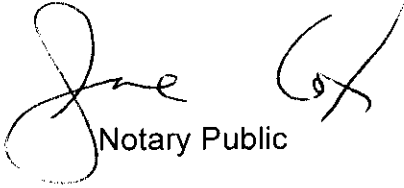
STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO WIT:

The foregoing instrument dated as of the 1st day of January, 2007, was acknowledged before me this 16th day of January, 2007, by J. Hornor Davis, IV, President of Dingess-Rum Properties, Inc., a West Virginia corporation, on behalf of said corporation.

My commission expires:




Notary Public

This instrument prepared
without examination of title by:

Roy F. Layman, Esquire
Campbell Woods, P.L.L.C.
517 Ninth Street, Suite 1000
P. O. Box 1835
Huntington, West Virginia 25719

SCHEDULE A
to
DEED

All those certain lands and interests in lands, situate in Pleasant District of Clay County and Jefferson District of Nicholas County, West Virginia, on the waters of the Open Fork of Bell Creek, and bounded and described as follows:

TRACT NO. 1

BEGINNING at a set stone, with sycamore, beech and hemlock pointers on the north side of Lick Branch, thence N 53-10 W 553.0 feet to a set stone, with a white oak pointer a corner of the Homer Hill 25-acre tract (now W. H. Hill) as shown on a map dated June 30, 1937, titled "Subdivision of Hill and Long, et al. On Open Fork Bell Creek, Nicholas and Clay Counties", the tracing being filed under No. 1-208 in the office of E. B. Roeser, Engineer, Montgomery, West Virginia, thence with said Hill line N 44-21-W 1330 feet to a stake a corner to said Hill tract, thence N 23-40 W 268.0 feet to the corner of said Hill tract and also a corner of W.R. and T.J. Odell tract, and with said Odell tract and leaving said Hill tract N 23-40 W 1021.0 feet to a corner of the Odell tract, thence N 22-00 E 350.00 feet to a corner of the Odell tract, thence N 13-14 W 890.00 feet to a corner of the Odell tract, in Ramp Hollow, thence down Ramp Hollow S 54-19 W 465.0 feet to a corner of the Odell tract, thence S 20-50 E. 270.00 feet more or less to a point where the said Odell tract intersects the center line of Open Fork of Bell Creek, thence leaving the Odell tract and up the center of Open Fork of Bell Creek with its meanders 14,100 feet more or less to a point at the intersection of Big Hollow and Open Fork of Bell Creek, thence with a division line (as shown on map dated June 30, 1937), S 87-30 E 2570.0 feet to a chestnut (down) and a chestnut oak (dead) on top of divide of Open Fork Bell Creek and Sangamore Creek, said corner being a corner to the E.E. Walker 33.88 acre tract and the T. T. Morton 19.56 acre tract; thence with the same N 50-59 E 249.4 feet to a black oak stump in a gap, thence S 86-53 E 160.1 feet to a large chestnut on a knob; thence N 40-28 E. 253.6 feet to a locust, thence N 22-06 E 257.3 feet to a double chestnut on a ridge a corner to the E. E. Walker 33.88 acre tract, the T. T. Morton 19.56 acre tract, The Gauley Co. Exchange 130.88 acre tract, and the T. T. Morton 63.06 acre tract, thence with the two latter tracts, N 23-30 E 204.7 feet, thence N 33-14 E 271.7 feet, thence N 5-56 E 445.1 feet, thence N 35-44 E 361.4 feet, thence N 15-59 E 243.0 feet to the division line of W. H. Hill and J. W. Long (see map), thence with same N 14-30 W 1370 feet to the west line of the T. T. Morton 63-06 acre tract, thence N 38-15 E 685.0 feet to a rock below the road a corner to said tract, thence S 24-30 E 1020.0 feet to a chestnut, and dogwood (gone), thence leaving the T. T. Morton 63.06 acre tract, and with The Gauley Co. Exchange 130.88 acre tract, N. 43-59 E 315.9

feet, thence N 75-00 E. 436.6 feet, thence east 299.3 feet, thence N 64-01 E 40 feet to a point in a line of the Joseph Backhouse 326.32 acre tract, thence leaving the Gauley Co. Exchange tract, and with the Joseph Backhouse tract of 326.32 acres, N 10-40 E 2625.0 feet to a white oak and chestnut oak, thence N 35-04 E 1845.0 feet to a poplar, gum and dogwood, thence S 22-33 E 2740.0 feet to 2 bushes and a white oak, thence S 14-28 E 3600.0 feet to a stake, thence S 87-00 W 2790.0 feet to a white oak, maple and spruce pine stumps, thence N 68-42 W 550.0 feet to a stake corner to the Gauley Co. Exchange 130.88 acre tract, thence with same and leaving the Joseph Backhouse 326.32 acre tract S 2-00 W 2220.0 feet to a stake with two hemlock pointers close to Sangamore Creek, thence up the Creek leaving the Gauley Co. Exchange tract N 61-31 E 1853.4 feet to a stake, thence N 40-45 E 191.8 feet to a stake with white lynn pointer, thence S 8-53 W 1717.0 feet to a white oak, dogwood and beech on a hillside, thence S 6-37 W 1840.0 feet to 3 hickories at edge of field on top of mountain by road, thence S 7-15 W 1403.6 feet to a large chestnut (cut down 1910) in edge of field, thence S 24-00 W. 1051.4 feet to an ash between two large boulders with sugar, beech and hickory pointers in Ramp Hollow, thence S 75-00 W 552.1 feet to a stake, with double lynn, sugar and beech pointers in Ramp Hollow, thence S 7-55 W 3836.8 feet to a sugar near Lick Branch, thence S 25-49 W 239.5 feet to a stake with lynn and beech pointers, near Lick Branch, thence down said Lick Branch S 26-23 W 2276.5 feet to a poplar stump, with beech pointers, thence S 0-30 W 1447.1 feet to a poplar stump, thence S 51-01 W 2643.0 feet to the beginning, containing 2289.25 acres, more or less.

TRACT NO. 2

BEGINNING at a set stone, white oak pointer and running S 73-28 W 767.4 feet to a buckeye with hemlock pointer, thence S 86-24 W 309.0 feet to a set stone on a hillside in a field, thence up the creek with Homer Hill tract and Pearl Seitz 359.63 acre tract as shown on a Map dated June 30, 1937, titled "Subdivision of Hill and Long, et al, on Open Fork Bell Creek, Nicholas and Clay Counties", (filed under No. A-208 in the office of E. B. Roeser, Engineer, Montgomery, WV), N 22-10 W 1330.0 feet to a corner of the Homer Hill tract, thence leaving said Hill tract and with the W. R. And T. J. Odell tract, N 18-23 W 338.0 feet to a division line of J.W. Long and W.H. Hill (as shown on the aforementioned map dated June 30, 1937), thence with said line N 69-05 E 530.0 feet to the other side of the Odell tract, thence down the creek S 23-40 E 341.0 feet to a corner of said Odell and Homer Hill tracts, thence leaving Odell tract and with said Homer Hill tract S 23-40 E 268.0 feet to a corner of the Homer Hill tract, thence S 44-21 E 1330.0 feet to the beginning, containing 28.93 acres, more or less.

SCHEDULE B
to
DEED

1. That certain Lease dated June 2, 1930, to Godfrey L. Cabot, Inc. for oil and gas.

STATE OF WEST VIRGINIA, Nicholas
County Commission Clerk's Office
01/17/2007. The foregoing Deed together
with the certificate of its acknowledgment,
was this day presented in said office and
admitted to record.

Teste: *Mande Henderson* Clerk

STATE TAX COMMISSIONER OF WEST VIRGINIA

SALES LISTING FORM

The Instrument May Not Be Recorded If This Form Is Not Completed In Its Entirety

West Virginia Code §§11-22-6, 11A-3-2 & 11A-3-3 (Amended 3-11-95)

Revised 12/03

County: NicholasTaxing District: JeffersonTax Map No.(s): See Attached Schedule AParcel(s): See Attached Schedule ATax Map No.(s): See Attached Schedule AParcel(s): See Attached Schedule A

Assessor Account No.:

Grantor's Name: Dingess-Rum Properties, Inc.Phone No. (304) 752-1484Grantee's Name: WPP LLCPhone No. (304) 522-5757Mailing Address of New Owner: P.O. Box 2827, Huntington WV 25727-2827

Most Recent Previous Deed Book No.:

Page No.

Grantor's Source of Title:

(If not by "Previous Deed" referenced above.)

(a) Real Estate:

(b) Other Valuable Goods/Services: (If Applicable)

Consideration/Value \$ SEE DEEDLot Size or Acreage Involved: Various tracts JeffersonEstate(s) Transferred: (1) FEE/mineral; (1) Surface

(Examples: Fee, Surface, Mineral, Coal, etc.)

(1) Was this transaction on the open market?

Yes / No (Circle One)

(2) Does this transaction involve more than one parcel?

Yes / No (Circle One)

(3) Was this sale between related individuals or related corporations?

Yes / No (Circle One)

(4) Was this a liquidation, foreclosure or other "Forced" sale?

Yes / No (Circle One)

(5) Is this transaction pursuant to a land contract or owner financing?

Yes / No (Circle One)

(6) Does this transaction include personal property?

Yes / No (Circle One)

(7) Does this transaction include minerals and/or timber?

Yes / No (Circle One)

(8) Any other financing arrangements materially affecting consideration?

Yes / No (Circle One)

If "No" to Question 1 or "Yes" to Questions 2 - 8 above, please explain below:

The deed to which this Sales Listing Form relates transfers to Grantee all of Grantor's properties and interests therein, excluding all oil and gas, including without limitation, coal-bed methane and all other gaseous and liquid hydrocarbons.

Printed Name Greg Wooten

Signature

Phone Number

Filed By (check one): ☒ Buyer ☐ Seller ☐ Agent/Attorney ☐ Other(304) - 522-5757**LIENHOLDER INFORMATION (OPTIONAL)**☐ Check if change of name or address

Name:

Address for Notice:

INTEREST IN PROPERTY

_____ Surface Owner's Rights
 _____ Fiduciary Interest
 _____ Lienholder
 _____ Other

Deed Book:
 Relationship to Owner:
 Trust Deed Book No.:

Page No.:

Page No.:

To Be Completed By County Clerk:

Stamp Fee Paid:

Date Recorded:

New Deed Book No.:

New Deed Book Page No.:

Date of Transaction:

Sheriff's Use Only

Date Received:

Effective Dates of Lien:

Date Entered:

Entered By:

Tax Ticket No.:

RELEASE OF LIEN**COMPLETE THIS SECTION IF YOU ARE RELEASING THIS LIEN**

Date Lien Is Released:

Signature of Lienholder:

Schedule A to Sales Listing Form

DINGESS-RUM PROPERTIES, INC.

NICHOLAS COUNTY

Tax Tract Description	Map-Parcel	District	Deed Book	Page
1169.8637 Acre Fee - Except Oil & Gas	17-0088-0000-0000	Jefferson	182	185
72.76 Mineral - Except Oil & Gas				
Open Fork - <i>Bell Creek</i>				
8.352 Mineral - Except Oil & Gas	9999-0440-5140-0000	Jefferson	182	185
Open Fork - <i>Bell Creek</i>				



Doc ID: 000023180009 Type: DEE
Recorded: 12/01/2006 at 08:16:21 AM
Fee Amt: \$15.00 Page 1 of 9
Excise Tax: \$0.00
Boone County Clerk
Gary W. Williams County Clerk

SPECIAL WARRANTY DEED

BK **253** PG **210-218**

THIS SPECIAL WARRANTY DEED, made as of this 27th day of November, 2006, between JPMORGAN CHASE BANK, N.A., a national banking association (herein sometimes called "JPM"), in its capacity as successor trustee under that certain Indenture dated December 31, 1951, by and among Alisa M. Bruce, et al., and The Charleston National Bank, as trustee, which Indenture is established solely for the benefit of a voluntary charitable association (as amended and modified from time to time, the "**Indenture**"), the party of the first part and grantor (JPM, in such capacity, herein sometimes called "**Grantor**"), and SHEPARD BOONE COAL COMPANY LLC, a Delaware limited liability company, the party of the second part and grantee (herein sometimes called "**Grantee**"),

W I T N E S S E T H:

That for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party of the first part does hereby **GRANT** and **CONVEY** with covenants of **SPECIAL WARRANTY** unto the party of the second part, all the right, title and interest, if any, of Grantor in and to all interests, whether fee interest, surface interest or interest in Minerals (as such term is defined in the General Assignment), in, to and under, the lands situate in Boone County, West Virginia and Logan County, West Virginia, described in the instruments listed on Exhibit 1 attached hereto, together further with all rights, privileges, easements, hereditaments, appendages and appurtenances thereunto belonging or in any wise appertaining, less, save and except those rights, titles and interests subsequently conveyed by Grantor, or predecessors in interest to the Grantor, in the instruments listed on Exhibit 2 attached hereto. Reference is hereby made to the instruments listed in Exhibit 1 and

24608870 06115715

RETURN TO:
Steven M. Condaras, Esq.
Jackson Kelly PLLC
P. O. Box 553
Charleston WV 25322

the instruments listed in Exhibit 2 for a more particular description of the property hereby conveyed.

This Special Warranty Deed is made pursuant and subject to that certain General Assignment, Bill of Sale and Conveyance of even date herewith, between Grantor and Grantee (herein called the “**General Assignment**”), to which reference is made for all purposes. This Special Warranty Deed is further subject to Permitted Encumbrances, as defined in the General Assignment.

Subject to all such Permitted Encumbrances, the party of the first part hereby **WARRANTS SPECIALLY** the property hereby conveyed.

The rights, titles and interests conveyed by this Special Warranty Deed are free and clear of the burden and encumbrance of the Indenture.

Intending to comply with the notice provisions of Chapter 22, Article 17, Section 19 and Chapter 22, Article 18, Section 21 of the West Virginia Code, as amended, notice is hereby given by Grantor that there may be located on the property hereby conveyed underground storage tanks and that the property or the subsurface thereof may have been used for storage, treatment or disposal of hazardous waste.

Grantee joins in the execution of this Special Warranty Deed in order to confirm that:

(a) Grantee accepts this Special Warranty Deed subject to, and hereby assumes, all of the Assumed Obligations (as such term is defined in the General Assignment);

(b) Grantee hereby agrees to indemnify, defend and hold harmless Grantor, and Grantor’s attorneys, directors, trustees, beneficiaries, managers, officers, employees, agents, contractors and representatives from and against all Losses (as such term is

defined in the General Assignment) arising from or related to the Assumed Obligations;
and

(c) Grantee acknowledges that this Special Warranty Deed is subject to the terms of the General Assignment including, without limitation, the Permitted Encumbrances listed therein.

DECLARATION OF CONSIDERATION OR VALUE: The undersigned party of the first part hereby declares that the conveyance of the herein described real estate is exempt from the excise tax on the privilege of transferring real property in West Virginia for the reason that this is a transfer from a voluntary charitable association.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be signed hereinbelow by its duly authorized officer as of the date first above written:

GRANTOR:

JPMORGAN CHASE BANK, N.A., as successor trustee under that certain Indenture dated December 31, 1951, by and among Alisa M. Bruce, et al., and The Charleston National Bank, as trustee, which Indenture is established solely for the benefit of a voluntary charitable association

By: *Carol H. Fletcher*
Its: *Vice President*

GRANTEE:

SHEPARD BOONE COAL COMPANY LLC, a Delaware limited liability company

By: *[Signature]*
Its: Manager

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

STATE OF West Virginia,
COUNTY OF Kanawha, To-Wit:

The foregoing instrument was acknowledged before me this 28th day of November, 2006, by Carol H. Fletcher, the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as successor trustee under that certain Indenture dated December 31, 1951, by and among Alisa M. Bruce, et al., and The Charleston National Bank, as trustee, which Indenture is established solely for the benefit of a voluntary charitable association, for and on behalf of said trust.

My commission expires:

May 15, 2013

Eleanor Sue Bragg
Notary Public

[NOTARIAL SEAL REQUIRED]



OFFICIAL SEAL
ELEANOR SUE BRAGG
NOTARY PUBLIC
STATE OF WEST VIRGINIA
707 Virginia St. East
Charleston, WV 25301
My Commission Expires May 15, 2013

STATE OF NEW YORK,

COUNTY OF NEW YORK, To-Wit:

The foregoing instrument was acknowledged before me this 27th day of November, 2006,
by JOHN E. HULL, the Manager of SHEPARD BOONE COAL COMPANY LLC, a Delaware
limited liability company, for and on behalf of said limited liability company.

My commission expires: September 15, 2007.


Notary Public State of New York

[NOTARIAL SEAL REQUIRED]

JACQUELINE D. EWENSTEIN
Notary Public, State of New York
No. 02EW6098675
Qualified In New York County
Commission Expires September 15, 2007

This Deed was prepared by Joyce F. Ofsa, Attorney at Law, of the Law Firm of Spilman Thomas & Battle, PLLC, Spilman Center, 300 Kanawha Boulevard, East, Spilman Center, Charleston, West Virginia 25301. Neither Joyce F. Ofsa nor the Law Firm of Spilman Thomas & Battle, PLLC, by the preparation of this Deed, makes any representation or warranty with respect to the extent or quality of title to the property hereby conveyed.

Exhibit 1

1. Deed dated December 31, 1951, recorded in the office of the Clerk of the County Commission of Boone County, West Virginia in Deed Book 71, at page 155, from Donald D. Shepard and Emily H. Shepard and The Charleston National Bank, as Trustee.
2. Deed dated April 20, 1957, recorded in the office of the Clerk of the County Commission of Boone County, West Virginia in Deed Book 89, at page 24, from Burton Cook and wife and Roscoe Cook and wife to The Charleston National Bank, as Trustee.
3. Inter Parties Deed dated September 14, 1962, recorded in the office of the Clerk of the County Commission of Boone County, West Virginia in Deed Book 106/165, and in Logan County in Deed Book 293, at page 387, between The Charleston National Bank, as Trustee, and Pardee Land Company.
4. Deed dated October 2, 1967, recorded in the office of the Clerk of the County Commission of Boone County, West Virginia in Deed Book 117, at page 536, from Maude F. Workman and others to The Charleston National Bank, as Trustee.
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6. Right of Way Agreement dated July 1, 1970, recorded in the office of the Clerk of the County Commission of Boone County, West Virginia in Contract Book 34, at page 741, from Bethel Lee Cook and Helen Mae Cook, his wife, to The Charleston National Bank, Trustee.
7. Agreement dated January 1, 1979, between The Charleston National Bank, Western Pocahontas Corporation, EACC and Armco, Inc. (unrecorded).
8. Deed dated September 16, 1982, between Charleston National Bank, Trustee, EACC, and Wendell Ricky Coon and Brenda K. Coon. (unrecorded).
9. Deed of Conveyance dated December 15, 1994, recorded in the office of the Clerk of the County Commission of Boone County, West Virginia in Deed Book 205, at page 441, from Boone East Development Co. to Bank One, West Virginia, N.A.
10. Deed dated April 18, 2002, recorded in the office of the Clerk of the County Commission of Boone County, West Virginia in Deed Book 235, at page 633, from West Virginia Department of Transportation, Division of Highways to Bank One, West Virginia, N.A., Charleston.

Exhibit 2

1. Deed dated July 9, 1952, and recorded in said Clerk's office in Deed Book 74, at page 62, from The Charleston National Bank, as Trustee, to Woodrow Wilson Conner and Dulcie Fay Conner.
2. Deed dated September 17, 1953, and recorded in said Clerk's office in Deed Book 77, at page 439, from The Charleston National Bank, as Trustee, to The Board of Education of the County of Boone.
3. Deed dated October 14, 1955, and recorded in said Clerk's office in Deed Book 84, at page 101 from The Charleston National Bank, as Trustee, to The Chesapeake and Potomac Telephone Company of West Virginia.
4. Indenture dated September 3, 1958, and recorded in said Clerk's office in Deed Book 93, at page 406, from The Charleston National Bank, as Trustee, to Trustees of Wharton Missionary Baptist Church.
5. Deed dated May 11, 1961, and recorded in said Clerk's office in Deed Book 102, at page 77, from The Charleston National Bank, as Trustee, to The Southern Land Company and Dickinson Properties, Inc.
6. Inter Partes Deed dated September 14, 1962, and recorded in the said Clerk's in Deed Book 106, at page 165, and in the office of the Clerk of the County Commission of Logan County, in Deed Book 293, at page 387, by and between The Charleston National Bank, as Trustee, and Pardee Land Company.
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8. Inter Partes Deed dated January 1, 1968, and recorded in said Clerk's office in Deed Book 123, at page 239, by and between James O. Cole, Fred Lindsey and Luther E. Woods, as Trustees, Western Pocahontas Corporation, The Charleston National Bank, as Trustee, Eastern Associated Coal Corp., Bethlehem Steel Corporation, Island Creek Coal Company, RFC, The Youghiogheny and Ohio Coal Company and Armco Steel Corporation.
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11. Deed dated November 18, 1976, and recorded in said Clerk's office in Deed Book 148, at page 382, from The Charleston National Bank, as Trustee, to Wharton Community Recreation Council.
12. Deed of Exchange and Release dated August 18, 1977, and recorded in said Clerk's office in Deed Book 154, at page 416, from The Charleston National Bank, as Trustee, to The West Virginia Department of Highways.
13. Deed dated October 4, 1977, and recorded in said Clerk's office in Deed Book 152, at page 29, from The Charleston National Bank, as Trustee, to Eastern Associated Coal Company.
14. Agreement dated January 1, 1979, and recorded in said Clerk's office in Coal Lease Book 18, at page 86, between The Charleston National Bank, as Trustee, Western Pocahontas Corporation, Eastern Associated Coal Corp. and Armco, Inc.
15. Deed dated April 19, 1982, and recorded in said Clerk's office in Deed Book 167, at page 228, from The Charleston National Bank, as Trustee, to Eastern Associated Coal Company.

16. Deed and Release dated May 12, 1994, and recorded in said Clerk's office in Deed Book 204, at page 634, from Bank One, West Virginia, Charleston, N.A., as Trustee, to The Board of Education of the County of Boone.
17. Quitclaim Deed dated October 19, 1994, and recorded in said Clerk's office in Deed Book 204, at page 870, from Bank One, West Virginia, N.A., as Trustee, to Stephen C. Browning.
18. Deed dated October 31, 1994, and recorded in said Clerk's office in Deed Book 205, at page 61, from Bank One, N.A. as Trustee, to David Osborne, Troy Vaughn and Donald Elam, Trustees for the Church of God of Greenwood.
19. Deed dated December 19, 1994, and recorded in said Clerk's office in Deed Book 205, at page 418, from Bank One, West Virginia, N.A., as Trustee, to Eastern Associated Coal Corp.
20. Quitclaim Deed dated December 29, 1995, and recorded in said Clerk's office in Deed Book 231, at page 169, from Bank One, West Virginia, N.A., as Trustee, to Wharton-Barrett Fire Department, Inc.
21. Agreed Final Order Vesting Absolute Title entered August 8, 1996, in the Circuit Court of Boone County, West Virginia, styled, West Virginia Department of Transportation, Division of Highways, Petitioner, v. The Charleston National Bank, as Trustee, Southern Land Company Limited Partnership Dickinson Properties Limited Partnership and Jennings P. Miller, Respondents, Civil Action No. 93-C-474.
22. Deed dated March 26, 1998, and recorded in said Clerk's office in Deed Book 218, at page 920, from Bank One, West Virginia, N.A., as Trustee, to Eastern Associated Coal Corp.
23. Deed dated February 23, 1999, and recorded in said Clerk's office in Deed Book 222, at page 352, from Bank One, West Virginia, N.A., Trustee, to John L. Moore and Helen M. Moore.
24. Special Warranty Deed dated March 22, 1999, and recorded in said Clerk's office in Deed Book 223, at page 488, from Bank One, West Virginia, N.A., as Trustee, to Thomas J. Bishop and Frances Ann Bishop.
25. Corrective Quitclaim Deed dated February 24, 2000, and recorded in said Clerk's office in Deed Book 226, at page 894, from Bank One, West Virginia, N.A., as Trustee, to John L. Moore and Helen M. Moore.

STATE OF WEST VIRGINIA, Boone
County Commission Clerk's Office
12/01/2006. The foregoing Deed together
with the certificate of its acknowledgment,
was this day presented in said office and
admitted to record.

Teste: Gary Williams Clerk

SPECIAL WARRANTY DEED

BOOK 582 PAGE 976

THIS SPECIAL WARRANTY DEED, made as of this 27th day of November, 2006, between JPMORGAN CHASE BANK, N.A., a national banking association (herein sometimes called "JPM"), in its capacity as successor trustee under that certain Indenture dated December 31, 1951, by and among Alisa M. Bruce, et al., and The Charleston National Bank, as trustee, which Indenture is established solely for the benefit of a voluntary charitable association (as amended and modified from time to time, the "Indenture"), the party of the first part and grantor (JPM, in such capacity, herein sometimes called "Grantor"), and SHEPARD BOONE COAL COMPANY LLC, a Delaware limited liability company, the party of the second part and grantee (herein sometimes called "Grantee"),

WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party of the first part does hereby GRANT and CONVEY with covenants of SPECIAL WARRANTY unto the party of the second part, all the right, title and interest, if any, of Grantor in and to all interests, whether fee interest, surface interest or interest in Minerals (as such term is defined in the General Assignment), in, to and under, the lands situate in Boone County, West Virginia and Logan County, West Virginia, described in the instruments listed on Exhibit 1 attached hereto, together further with all rights, privileges, easements, hereditaments, appendages and appurtenances thereunto belonging or in any wise appertaining, less, save and except those rights, titles and interests subsequently conveyed by Grantor, or predecessors in interest to the Grantor, in the instruments listed on Exhibit 2 attached hereto. Reference is hereby made to the instruments listed in Exhibit 1 and

24608870 06115715

RETURN TO:
Steven M. Condaras, Esq.
Jackson Kelly PLLC
P. O. Box 553
Charleston, WV 25322

the instruments listed in Exhibit 2 for a more particular description of the property hereby conveyed.

This Special Warranty Deed is made pursuant and subject to that certain General Assignment, Bill of Sale and Conveyance of even date herewith, between Grantor and Grantee (herein called the "**General Assignment**"), to which reference is made for all purposes. This Special Warranty Deed is further subject to Permitted Encumbrances, as defined in the General Assignment.

Subject to all such Permitted Encumbrances, the party of the first part hereby **WARRANTS SPECIALLY** the property hereby conveyed.

The rights, titles and interests conveyed by this Special Warranty Deed are free and clear of the burden and encumbrance of the Indenture.

Intending to comply with the notice provisions of Chapter 22, Article 17, Section 19 and Chapter 22, Article 18, Section 21 of the West Virginia Code, as amended, notice is hereby given by Grantor that there may be located on the property hereby conveyed underground storage tanks and that the property or the subsurface thereof may have been used for storage, treatment or disposal of hazardous waste.

Grantee joins in the execution of this Special Warranty Deed in order to confirm that:

(a) Grantee accepts this Special Warranty Deed subject to, and hereby assumes, all of the Assumed Obligations (as such term is defined in the General Assignment);

(b) Grantee hereby agrees to indemnify, defend and hold harmless Grantor, and Grantor's attorneys, directors, trustees, beneficiaries, managers, officers, employees, agents, contractors and representatives from and against all Losses (as such term is

defined in the General Assignment) arising from or related to the Assumed Obligations;
and

(c) Grantee acknowledges that this Special Warranty Deed is subject to the terms of the General Assignment including, without limitation, the Permitted Encumbrances listed therein.

DECLARATION OF CONSIDERATION OR VALUE: The undersigned party of the first part hereby declares that the conveyance of the herein described real estate is exempt from the excise tax on the privilege of transferring real property in West Virginia for the reason that this is a transfer from a voluntary charitable association.

[SIGNATURES ON FOLLOWING PAGES]

BOOK 582 PAGE 979
IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be
signed hereinbelow by its duly authorized officer as of the date first above written:

GRANTOR:

JPMORGAN CHASE BANK, N.A., as successor
trustee under that certain Indenture dated December
31, 1951, by and among Alisa M. Bruce, et al., and
The Charleston National Bank, as trustee, which
Indenture is established solely for the benefit of a
voluntary charitable association

By: Carol H. Fletcher

Its: Vice President

GRANTEE:

SHEPARD BOONE COAL COMPANY LLC, a
Delaware limited liability company

By: [Signature]

Its: Manager

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

STATE OF *West Virginia*,
 COUNTY OF *Kanawha*, To-Wit:

The foregoing instrument was acknowledged before me this 28th day of *November*, 2006, by *Carol H. Fletcher*, the *Vice President* of JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as successor trustee under that certain Indenture dated December 31, 1951, by and among Alisa M. Bruce, et al., and The Charleston National Bank, as trustee, which Indenture is established solely for the benefit of a voluntary charitable association, for and on behalf of said trust.

My commission expires: *May 15, 2013*

Eleanor Sue Bragg
 Notary Public

[NOTARIAL SEAL REQUIRED]



OFFICIAL SEAL
 ELEANOR SUE BRAGG
 NOTARY PUBLIC
 STATE OF WEST VIRGINIA
 707 Virginia St. East
 Charleston, WV 25301
 My Commission Expires May 15, 2013

STATE OF NEW YORK,

COUNTY OF NEW YORK, To-Wit:

The foregoing instrument was acknowledged before me this 27th day of November, 2006,
by JOHN E. HULL, the Manager of SHEPARD BOONE COAL COMPANY LLC, a Delaware
limited liability company, for and on behalf of said limited liability company.

My commission expires: September 15, 2007.


Notary Public State of New York

[NOTARIAL SEAL REQUIRED]

JACQUELINE D. EWENSTEIN
Notary Public, State of New York
No. 02EW6098675
Qualified in New York County
Commission Expires September 15, 2007

This Deed was prepared by Joyce F. Ofsa, Attorney at Law, of the Law Firm of Spilman Thomas & Battle, PLLC, Spilman Center, 300 Kanawha Boulevard, East, Spilman Center, Charleston, West Virginia 25301. Neither Joyce F. Ofsa nor the Law Firm of Spilman Thomas & Battle, PLLC, by the preparation of this Deed, makes any representation or warranty with respect to the extent or quality of title to the property hereby conveyed.

Exhibit 1

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21. Agreed Final Order Vesting Absolute Title entered August 8, 1996, in the Circuit Court of Boone County, West Virginia, styled, West Virginia Department of Transportation, Division of Highways, Petitioner, v. The Charleston National Bank, as Trustee, Southern Land Company Limited Partnership Dickinson Properties Limited Partnership and Jennings P. Miller, Respondents, Civil Action No. 93-C-474.
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24. Special Warranty Deed dated March 22, 1999, and recorded in said Clerk's office in Deed Book 223, at page 488, from Bank One, West Virginia, N.A., as Trustee, to Thomas J. Bishop and Frances Ann Bishop.
25. Corrective Quitclaim Deed dated February 24, 2000, and recorded in said Clerk's office in Deed Book 226, at page 894, from Bank One, West Virginia, N.A., as Trustee, to John L. Moore and Helen M. Moore.

STATE OF WEST VIRGINIA, COUNTY OF LOGAN, TO-WIT:

IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION:

The foregoing paper was this the

day of

December

20

at

9:14 AM

presented to me in my office, and thereupon,

together with a certificate thereunto annexed is admitted to record.

Recording Fee \$

15.00 pd.

Teste: LEONARD HOVIS, Clerk

By *James Sotho* Deputy

24608870 06115715

ADMITTED TO RECORD

2006 DEC -11 A 9:14

LEONARD HOVIS, CLERK
LOGAN CO. COMMISSION

FILING FEE 14.00

1.00 AF
15.00

RECORDED IN DEED BOOK

No. 582 at Page 976

LEONARD HOVIS, Clerk

THIS SPECIAL WARRANTY DEED, made and entered into as of this 1st day of January, 2007, by and between DINGESS-RUM PROPERTIES, INC., a West Virginia corporation, formerly named Dingess-Rum Coal Company, party of the first part (hereinafter called "Grantor") and WPP LLC, a Delaware limited liability company, party of the second part (hereinafter called "Grantee").

WITNESSETH that, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and the further consideration of the assumption by Grantee of the payment of the taxes for 2007 assessed against the real estate hereinafter described and hereby conveyed, Grantor does hereby grant, bargain, sell and convey unto Grantee:

All of Grantor's right, title and interest of every nature, kind and character whatsoever, in and to all of its real property and real property interests situate, lying and being in Clay and Nicholas Counties, West Virginia, including without limitation, those parcels or tracts of land listed or described on Schedule A attached hereto and made a part hereof, subject however to the following:

(a) With respect to those tracts or parcels wherein Grantor owns only the surface thereof, only the surface thereof is conveyed by this Deed; and,

(b) With respect to those tracts or parcels wherein Grantor owns only the minerals, only the minerals therein or thereunder are conveyed by this Deed;

and including the same property which was conveyed to Grantor, successor by change of name to Dingess-Rum Coal Company, by that certain deed dated July 14, 1958 by D-R Stores, Inc. of record in the office of the Clerk of the County Commission of Clay County, West Virginia, in Deed Book 82 at Page 321 and in the Office of the Clerk of the Nicholas

County Commission in Deed Book 182 at page 185. There are expressly excepted and reserved from the foregoing tracts or boundaries of real estate and from this conveyance, and not conveyed hereby those certain tracts or parcels of land excepted and reserved in said Deed of record in Deed Book 82 at Page 321 and Deed Book 182 at Page 185, respectively, in said Clerk's Offices.

PROVIDED HOWEVER, Grantor excepts and reserves from this conveyance, for itself and its successors and assigns, any and all oil and gas, including without limitation, coal-bed methane and all other gaseous and liquid hydrocarbons, in, on, or under the parcels or tracts of land conveyed by this Deed, together with the rights to explore for, capture, recover, extract, produce, take from, drill, transport (by pipeline or otherwise), compress, clean and otherwise treat all such oil, gas, coal-bed methane and other gaseous and liquid hydrocarbons, all so long as the exercise of such rights by Grantor, its successors and assigns (a) does not unreasonably interfere with the use by Grantee, its successors and assigns, of the tracts or parcels of property conveyed by this Deed and (b) is done in a manner which will, to the best of the ability of Grantor, its successors and assigns, preserve the value and mineability of any coal conveyed by this Deed and the ability of Grantee, its successors and assigns, to safely mine through any plugged oil, gas and coal bed methane wells, it being understood that the coal estate in any of the tracts or parcels of property conveyed hereby is the DOMINANT ESTATE and the owner of the DOMINANT ESTATE shall have no duty to capture or preserve any coal-bed methane which is vented or escapes during coal mining operations, all subject however to any outstanding rights granted to others by Grantor or its predecessors in interests, prior to January 1, 2007, with respect to the oil, gas, coal-bed methane and other gaseous and liquid hydrocarbons, which are described or listed on Schedule B attached hereto and

made a part hereof.

TO HAVE AND TO HOLD said real properties together with all of the rights, easements, privileges, appurtenances, appendages and hereditaments thereunto belonging or in anywise appertaining unto Grantee, its successors and assigns, forever.

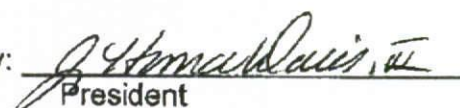
This conveyance is made subject to any and all easements, rights-of-way, covenants and restrictions as may appear of record in the aforesaid Clerk's office. In addition to anything set forth above, subject to such easements, rights-of-way, covenants and restrictions of record in the aforesaid Clerk's office, and the real estate taxes assessed against the property hereby conveyed for the year 2007, which taxes have been assumed by Grantee, Grantor covenants to and with Grantee that Grantor will WARRANT SPECIALLY the title to the property hereby conveyed.

Grantor, under penalty as provided by law, declares that the total consideration paid for the real property located in Clay County, West Virginia conveyed by this deed is \$710,000.00.

Grantor, under penalty as provided by law, declares that the total consideration paid for the real property located in Nicholas County, West Virginia conveyed by this deed is \$2,130,000.00.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed by its duly authorized officer as of the day and year first above written.

DINGESS-RUM PROPERTIES, INC., a
West Virginia corporation

By: 

President

CLAY COUNTY CLERK
DEED
Date/Time: 01/17/2007 10:27
Inst #: 29088
Book/Page: 199- / 796-
Recd/Tax: 3139.00 3124.00

STATE OF WEST VIRGINIA,

COUNTY OF CABELL, TO WIT:

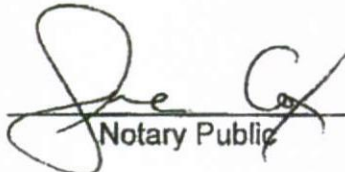
The foregoing instrument dated as of the 1st day of January, 2007, was acknowledged before me this 16th day of January, 2007, by J. Hornor Davis, IV, President of Dingess-Rum Properties, Inc., a West Virginia corporation, on behalf of said corporation.

My commission expires:



This instrument prepared
without examination of title by:

Roy F. Layman, Esquire
Campbell Woods, P.L.L.C.
517 Ninth Street, Suite 1000
P. O. Box 1835
Huntington, West Virginia 25719



Notary Public

SCHEDULE A
to
DEED

All those certain lands and interests in lands, situate in Pleasant District of Clay County and Jefferson District of Nicholas County, West Virginia, on the waters of the Open Fork of Bell Creek, and bounded and described as follows:

TRACT NO. 1

BEGINNING at a set stone, with sycamore, beech and hemlock pointers on the north side of Lick Branch, thence N 53-10 W 553.0 feet to a set stone, with a white oak pointer a corner of the Homer Hill 25-acre tract (now W. H. Hill) as shown on a map dated June 30, 1937, titled "Subdivision of Hill and Long, et al. On Open Fork Bell Creek, Nicholas and Clay Counties", the tracing being filed under No. 1-208 in the office of E. B. Roeser, Engineer, Montgomery, West Virginia, thence with said Hill line N 44-21-W 1330 feet to a stake a corner to said Hill tract, thence N 23-40 W 268.0 feet to the corner of said Hill tract and also a corner of W.R. and T.J. Odell tract, and with said Odell tract and leaving said Hill tract N 23-40 W 1021.0 feet to a corner of the Odell tract, thence N 22-00 E 350.00 feet to a corner of the Odell tract, thence N 13-14 W 890.00 feet to a corner of the Odell tract, in Ramp Hollow, thence down Ramp Hollow S 54-19 W 465.0 feet to a corner of the Odell tract, thence S 20-50 E. 270.00 feet more or less to a point where the said Odell tract intersects the center line of Open Fork of Bell Creek, thence leaving the Odell tract and up the center of Open Fork of Bell Creek with its meanders 14,100 feet more or less to a point at the intersection of Big Hollow and Open Fork of Bell Creek, thence with a division line (as shown on map dated June 30, 1937), S 87-30 E 2570.0 feet to a chestnut (down) and a chestnut oak (dead) on top of divide of Open Fork Bell Creek and Sangamore Creek, said corner being a corner to the E.E. Walker 33.88 acre tract and the T. T. Morton 19.56 acre tract; thence with the same N 50-59 E 249.4 feet to a black oak stump in a gap, thence S 86-53 E 160.1 feet to a large chestnut on a knob; thence N 40-28 E. 253.6 feet to a locust, thence N 22-06 E 257.3 feet to a double chestnut on a ridge a corner to the E. E. Walker 33.88 acre tract, the T. T. Morton 19.56 acre tract, The Gauley Co. Exchange 130.88 acre tract, and the T. T. Morton 63.06 acre tract, thence with the two latter tracts, N 23-30 E 204.7 feet, thence N 33-14 E 271.7 feet, thence N 5-56 E 445.1 feet, thence N 35-44 E 361.4 feet, thence N 15-59 E 243.0 feet to the division line of W. H. Hill and J. W. Long (see map), thence with same N 14-30 W 1370 feet to the west line of the T. T. Morton 63-06 acre tract, thence N 38-15 E 685.0 feet to a rock below the road a corner to said tract, thence S 24-30 E 1020.0 feet to a chestnut, and dogwood (gone), thence leaving the T. T. Morton 63.06 acre tract, and with The Gauley Co. Exchange 130.88 acre tract, N. 43-59 E 315.9

feet, thence N 75-00 E. 436.6 feet, thence east 299.3 feet, thence N 64-01 E 40 feet to a point in a line of the Joseph Backhouse 326.32 acre tract, thence leaving the Gauley Co. Exchange tract, and with the Joseph Backhouse tract of 326.32 acres, N 10-40 E 2625.0 feet to a white oak and chestnut oak, thence N 35-04 E 1845.0 feet to a poplar, gum and dogwood, thence S 22-33 E 2740.0 feet to 2 bushes and a white oak, thence S 14-28 E 3600.0 feet to a stake, thence S 87-00 W 2790.0 feet to a white oak, maple and spruce pine stumps, thence N 68-42 W 550.0 feet to a stake corner to the Gauley Co. Exchange 130.88 acre tract, thence with same and leaving the Joseph Backhouse 326.32 acre tract S 2-00 W 2220.0 feet to a stake with two hemlock pointers close to Sangamore Creek, thence up the Creek leaving the Gauley Co. Exchange tract N 61-31 E 1853.4 feet to a stake, thence N 40-45 E 191.8 feet to a stake with white lynn pointer, thence S 8-53 W 1717.0 feet to a white oak, dogwood and beech on a hillside, thence S 6-37 W 1840.0 feet to 3 hickories at edge of field on top of mountain by road, thence S 7-15 W 1403.6 feet to a large chestnut (cut down 1910) in edge of field, thence S 24-00 W. 1051.4 feet to an ash between two large boulders with sugar, beech and hickory pointers in Ramp Hollow, thence S 75-00 W 552.1 feet to a stake, with double lynn, sugar and beech pointers in Ramp Hollow, thence S 7-55 W 3836.8 feet to a sugar near Lick Branch, thence S 25-49 W 239.5 feet to a stake with lynn and beech pointers, near Lick Branch, thence down said Lick Branch S 26-23 W 2276.5 feet to a poplar stump, with beech pointers, thence S 0-30 W 1447.1 feet to a poplar stump, thence S 51-01 W 2643.0 feet to the beginning, containing 2289.25 acres, more or less.

TRACT NO. 2

BEGINNING at a set stone, white oak pointer and running S 73-28 W 767.4 feet to a buckeye with hemlock pointer, thence S 86-24 W 309.0 feet to a set stone on a hillside in a field, thence up the creek with Homer Hill tract and Pearl Seitz 359.63 acre tract as shown on a Map dated June 30, 1937, titled "Subdivision of Hill and Long, et al, on Open Fork Bell Creek, Nicholas and Clay Counties", (filed under No. A-208 in the office of E. B. Roeser, Engineer, Montgomery, WV), N 22-10 W 1330.0 feet to a corner of the Homer Hill tract, thence leaving said Hill tract and with the W. R. And T. J. Odell tract, N 18-23 W 338.0 feet to a division line of J.W. Long and W.H. Hill (as shown on the aforementioned map dated June 30, 1937), thence with said line N 69-05 E 530.0 feet to the other side of the Odell tract, thence down the creek S 23-40 E 341.0 feet to a corner of said Odell and Homer Hill tracts, thence leaving Odell tract and with said Homer Hill tract S 23-40 E 268.0 feet to a corner of the Homer Hill tract, thence S 44-21 E 1330.0 feet to the beginning, containing 28.93 acres, more or less.

**SCHEDULE B
to
DEED**

1. That certain Lease dated June 2, 1930, to Godfrey L. Cabot, Inc. for oil and gas.

SALES LISTING FORM

The Instrument May Not Be Recorded If This Form Is Not Completed In Its Entirety

West Virginia Code §§11-22-6, 11A-3-2 & 11A-3-3 (Amended 3-11-95)

Revised 12/03

County: Clay Taxing District: Pleasant
 Tax Map No.(s): See Attached Schedule A Parcel(s): See Attached Schedule A
 Tax Map No.(s): See Attached Schedule A Parcel(s): See Attached Schedule A
 Assessor Account No.: _____
 Grantor's Name: Dingess-Rum Properties, Inc. Phone No. (304) 752-1484
 Grantee's Name: WPP LCC Phone No. (304) 522-5757
 Mailing Address of New Owner: P.O. Box 2827, Huntington WV 25727-2827
 Most Recent Previous Deed Book No.: _____ Page No. _____
 Grantor's Source of Title: _____

(If not by "Previous Deed" referenced above.)

(a) Real Estate:

(b) Other Valuable Goods/Services: (If Applicable)

Consideration/Value \$ See DeedLot Size or Acreage Involved: Various tracts PleasantEstate(s) Transferred: (7) Mineral; (1) Surface

(Examples: Fee, Surface, Mineral, Coal, etc.)

- (1) Was this transaction on the open market? Yes / No (Circle One)
 (2) Does this transaction involve more than one parcel? Yes / No (Circle One)
 (3) Was this sale between related individuals or related corporations? Yes / No (Circle One)
 (4) Was this a liquidation, foreclosure or other "Forced" sale? Yes / No (Circle One)
 (5) Is this transaction pursuant to a land contract or owner financing? Yes / No (Circle One)
 (6) Does this transaction include personal property? Yes / No (Circle One)
 (7) Does this transaction include minerals and/or timber? Yes / No (Circle One)
 (8) Any other financing arrangements materially affecting consideration? Yes / No (Circle One)

If "No" to Question 1 or "Yes" to Questions 2 - 8 above, please explain below:

The deed to which this Sales Listing Form relates transfers to Grantee all of Grantor's properties and interests therein, excluding all oil and gas, including without limitation, coal-bed methane and all other gaseous and liquid hydrocarbons.

Printed Name Greg Wooten Signature _____ Phone Number (304) 522-5757
 Filed By (check one): ☐ Buyer ☐ Seller ☐ Agent/Attorney ☐ Other

LIENHOLDER INFORMATION (OPTIONAL)

☐ Check if change of name or address

Name: _____

Address for Notice: _____

INTEREST IN PROPERTY

_____ Surface Owner's Rights
 _____ Fiduciary Interest
 _____ Lienholder
 _____ Other

Deed Book: _____ Page No.: _____
 Relationship to Owner: _____
 Trust Deed Book No.: _____ Page No.: _____

To Be Completed By County Clerk:

Stamp Fee Paid: 3124.00
 Date Recorded: 01/17/2007
 New Deed Book No.: 199
 New Deed Book Page No.: 794
 Date of Transaction: 01/17/2007

Sheriff's Use Only

Date Received: _____
 Effective Dates of Lien: _____
 Date Entered: _____
 Entered By: _____
 Tax Ticket No.: _____

RELEASE OF LIEN

COMPLETE THIS SECTION IF YOU ARE RELEASING THIS LIEN

Date Lien Is Released: _____

Signature of Lienholder: _____

Schedule A to Sales Listing Form

DINGESS-RUM PROPERTIES, INC.

CLAY COUNTY				
Tax Tract Description	Map-Parcel	District	Deed Book	Page
502.102 Acre Surface	29-0032-0000-0000	Pleasant	82	321
Big Sycamore				
8.93 Acre Mineral - Except Oil & Gas	9999-0000-0150-0000	Pleasant	82	321
Bell Creek				
326.32 Acre Mineral - Except Oil & Gas	9999-0000-0151-0000	Pleasant	82	321
Bell Creek				
63.06 Acre Mineral - Except Oil & Gas	9999-0000-0152-0000	Pleasant	82	321
Bell Creek				
0.89 Acre Mineral - Except Oil & Gas	9999-0000-0153-0000	Pleasant	82	321
Bell Creek				
33.50 Acre Mineral - Except Oil & Gas	9999-0000-0154-0000	Pleasant	82	321
Bell Creek				
17.10 Acre Mineral - Except Oil & Gas	9999-0000-0155-0000	Pleasant	82	321
Bell Creek				
600.162 Acre Mineral - Except Oil & Gas	9999-0000-1917-0000	Pleasant	82	321
Big Sycamore				

West Virginia, Clay County Commission Clerk's Office *Jan 17, 2007*

This instrument was this day presented to me in my office and thereupon together with the certificate thereto annexed is admitted to record.

Test:
Connie Workman, Clerk
 Clay County Commission
C. Michelle Deyler, Deputy



NATURAL RESOURCE PARTNERS L.P.

MEMORANDUM

TO: Debbie Damron
FROM: Chuck Preston
SUBJECT: 8.93 Acre Tract Clay County, West Virginia (File DRPI-002)
DATE: March 19, 2012

Dingess Rum Properties, Inc. conveyed to WPP LLC all of its interest in Clay County, WV, with the exception of Oil & Gas by that certain Special Warranty Deed dated January 1, 2007 (DB 82 @ Page 321).

The Sales Listing Form (Schedule A) attached to the deed, incorrectly listed a certain tract as being 8.93 Acre Mineral (Except Oil & Gas) with Map and Parcel 9999-0000-0150-0000. The correct description should have been 8.93 Acres Only Oil & Gas.

Therefore, this tract should not have been conveyed to WPP LLC.

A corrective deed may need to be prepared.