

IN THE CIRCUIT COURT OF PRESTON COUNTY, WEST VIRGINIA

MANGUS COAL COMPANY, INC.,
A West Virginia Corporation,
JESSE A. JENNINGS,
Individually, and as a minority shareholder
of Mangus Coal Company, Inc.,
FRANKLIN M. JENNINGS,
Individually, and as a minority shareholder
of Mangus Coal Company, Inc,

Plaintiffs,

v.

Case No.: 12-C- 63

CHRISTOPHER JENNINGS,
Individually, and as an officer, director, and
majority shareholder of Mangus Coal Company, Inc.
DORRIS JENNINGS,
Individually, and as an officer, director, and
shareholder of Mangus Coal Company, Inc.
DARLENE MURRAY,
Individually, and as an officer, director, and
agent of Mangus Coal Company, Inc.

Defendants.

COMPLAINT

Come now the Plaintiffs, by counsel, Lisa Hyre, to bring this derivative action pursuant to Rule 23.1 of the West Virginia Rules of Civil Procedure and to file this Complaint pursuant to W. Va. Code §31D-7-701, et seq., W. Va. Code §31D-8-801 et seq., common law contract law, violation of fiduciary duty, oppressive conduct, and common law fraud. In support of this complaint, the Plaintiffs state as follows:

1. The Plaintiff, Jesse Jennings, is a resident of Preston County and is a minority shareholder of Mangus Coal Company, Inc. (hereinafter "Mangus" or "Mangus Coal," or the "Company")

2. The Plaintiff, Franklin Jennings, is a resident of Preston County and is a minority shareholder of Mangus Coal.
3. The Plaintiff, Mangus Coal Company, Inc., is a West Virginia Corporation registered with the Secretary of State's office to do business in West Virginia.
4. The Defendant, Christopher Jennings is a resident of Preston County, West Virginia and is, or was, the majority shareholder of Mangus Coal and is, or was, a director and officer of Mangus Coal. At certain times relevant to this action, this Defendant was the President of Mangus Coal.
5. The Defendant, Dorris Jennings, is a resident of Preston County, West Virginia and is, or was, a minority shareholder of Mangus Coal and is, or was, a director and/or officer of Mangus Coal. Upon information and belief, this Defendant is the current President of Mangus Coal.
6. The Defendant, Darlene Murray, is a resident of Preston County, West Virginia and is, or was, an officer and/or director of Mangus Coal. However, upon information and belief, Ms. Murray does not own any shares in the company.
7. Alden Blaine Jennings, is a minority shareholder in the company with 2% shares and was not named as a party as the Plaintiffs do not believe he conspired with the named Defendants to commit the actions set forth herein.
8. Ralph D. Jennings, is a minority shareholder in the company with 2% shares, and was not named as a party in this action as the Plaintiffs do not believe he conspired with the named Defendants to commit the actions set forth herein.
9. Mangus Coal has, or had, certain real estate holdings in Preston County, West Virginia which are subject to this action.

10. Mangus Coal was established and incorporated by Maurice Jennings, who is now deceased. Prior to his death, Maurice Jennings was the majority shareholder in the company.
11. Following Maurice Jennings death, an estate was opened, litigation ensued, and Maurice Jennings' shares in Mangus Coal were divided between certain heirs as a result of a Mediation Agreement dated September 6, 2000. (See Exhibit A attached hereto)
12. Pursuant to the Mediation Agreement, the Plaintiff, Jesse Jennings owns 2% of shares and the Plaintiff, Franklin Jennings owns 39.5% of shares in the company.
13. Pursuant to the Mediation Agreement, the Defendant, Christopher Jennings owned 52.5% of shares and Defendant, Dorris Jennings owned 2% of shares in the company.
14. Prior to October of 2001, Mangus Coal had been issued several permits by the West Virginia Department of Environmental Protection (WV DEP), for the mining of coal and, consequentially, Mangus Coal was required to post a bond.
15. On or about October 15, 2001, as a result of the Mediation Agreement, Christopher Jennings, then the President of Mangus Coal, signed a "Declaration of Assumption and Indemnity" wherein he, as an agent and Officer of the company, agreed to assume full responsibility for the permits which were held for the benefit of Mangus Coal and to further indemnify and save harmless the Estate of Maurice Jennings, the Maurice Jennings Trust, all the fiduciaries of said Estate and Trust with regard to permits issued by the

WV DEP to Mangus Coal. See attached Exhibit B

16. The Defendant, Christopher Jennings, while serving as president of Mangus Coal, did convey certain real property belonging to the company to himself for less than fair market value.
17. This transfer of real property was not part of Mangus Coal's regular course of business as the company rarely transferred interest in surface rights to real property because the company's main business is buying, selling, and mining coal.
18. The Defendant, Christopher Jennings, while serving as president of Mangus Coal, did also compensate himself for work he alleged was completed in the name of Jennings Excavating even while stating the company was inactive.
19. The Defendants, and all of them, failed to make efforts to release certain West Virginia Department of Environmental Protection permits on Mangus Coal property as agreed between the parties as set forth on the indemnity agreement and in the mediation agreement.
20. The Defendants, and all of them, further failed to inform the Plaintiffs, as minority shareholders, of actions the company was taking outside the normal course of business.
21. The Defendants, and each of them, in their respective roles as officers, directors, and majority shareholders did breach their respective fiduciary duties owed to the Company and the Defendants, as minority shareholders.
22. The Defendants, and each of them, utilized their control over the company to provide financial benefits to themselves which were not shared with the minority shareholders or the company.

23. Upon information and belief, the Defendants acted as a group in exercising control of the company and violated their duty to deal fairly with the minority shareholders and, consequently the Company.
24. The Defendants, and each of them, by their oppressive conduct, secretly hid company assets and income from the minority shareholders and failed to properly protect the Company.
25. Upon information and belief, the Company sold valuable real estate, with precious mineral rights, to the President of the company, (then Christopher Jennings) for considerably less than fair market value as shown by Deed dated October 3, 2007 and recorded in the records of the Office of the Clerk of the Preston County Commission in Deed Book 683, page 143. (See Attached Exhibit C)
26. Prior to this sale, and upon information and belief, the Defendants sold the timber from this property for a substantial profit, none of which is shown in the company books and none of which was shared with the stockholders.
27. Within approximately six (6) months of the sale of this property to then president Christopher Jennings, Christopher Jennings entered into an Oil and Gas Lease on April 12, 2008 with Mangus Land Services as shown in that Oil and Gas Lease recorded in the records of the Office of the Clerk of the Preston County Commission in Deed Book 696, at page 265.
28. Then, almost immediately after leasing the O&G rights on this property to Mangus Land Services, the Defendant Christopher Jennings, transferred the property to his business, Jennings Excavating, by deed signed on April 30, 2008 and recorded in Deed Book 692, at page 068. (See Exhibit D)

29. These actions on the part of the Defendant, Christopher Jennings, by transferring company property to himself for less than fair market value, then leasing the oil and gas rights on the property before transferring the property to his company, breeched his fiduciary duty to the company and its shareholders.
30. The Defendants, and each of them, have conspired to prevent the Plaintiffs from accessing the financial records and accounting information of the company.
31. The Plaintiffs have, over the course of several years, attempted to obtain the financial records and documentation of the company's business activities, with little or inadequate responses.
32. Most of the Plaintiffs' requests for financial information were ignored by the Defendants until counsel sent a letter demanding disclosure of the company's financial records.
33. The Defendants did then provide minimal documentation regarding the sale of the valuable real estate to the then President of the company, but have continued to fail or refuse to provide the specifics of where the proceeds from the sale were spent.
34. Upon information and belief, the Defendants have utilized the profits from the company for their own personal benefit and have failed to protect the company's assets and, in effect, the minority shareholders' interests in said assets.
35. The Defendants, and each of them, owe the minority shareholders and the company a fiduciary duty to properly protect the company's assets and to

make decisions in the best interest of the company.

36. The officers of the company have chosen to make decisions which benefit certain officers and/or insiders instead of making decisions that would benefit the company.
37. The Plaintiffs have also requested the original stock certificates issued to each of them but the Defendants, and each of them, have failed to provide the same to the Plaintiffs. The Plaintiffs have only received a copy of such certificates.
(See Exhibit E)
38. The Defendants, and each of them, have further breached the mediation agreement reached in September of 2000 and the subsequent indemnity agreement, by failing and refusing to properly indemnify the Plaintiffs from any liability on the company's forfeited permits with the WV DEP.
39. The Plaintiffs are unable to obtain new permits for the purpose of mining coal due to the Defendants' oppressive actions, and the Defendants and each of them, have failed to properly indemnify the Plaintiffs for the company's forfeitures.
40. In fact, on October 25, 2001, this Court, during a hearing in Case No.:99-C-127, stated the Court was going to keep jurisdiction of the proper transfer of permits and bonds in case it was not done. (See Transcript of hearing attached hereto as Exhibit F, lines 16, 17)
41. Upon information and belief, the Defendants, and each of them, are profiting, individually, and as a group, from the company's assets and business, while failing and refusing to distribute any dividends to the minority shareholders and failing and refusing to properly protect the company's assets.

42. As part of the Mediation Agreement, Paragraph 7, the Defendant, Christopher Jennings and the Plaintiff, Franklin Jennings were to execute and sign any documents necessary to convey the "scale house" property on Scotch Hill, and assessed in Reno District, Preston County, as "Sur .88 Sandy Cr." and "Sur .57 1/2 sq rods, Sandy Cr" consisting of approximately 1 1/2 acres to Mangus Coal Co., Inc. (See Exhibit A)
43. Upon information and belief, the Plaintiff, Franklin Jennings, did sign a deed to properly convey the "scale house" property to the company, yet no deed has been recorded to properly convey the "scale house" property to the Company in the land records of Preston County as this property continues to be assessed under the Maurice Jennings Trust.
44. Also as part of the Mediation Agreement, Paragraph 7(b), the Defendant, Christopher Jennings and the Plaintiff, Franklin Jennings, were to sign any necessary documents to transfer the "shop" property and a right of way to the Company. (See Exhibit A)
45. The "shop property" is currently assessed in Lyon District, Preston County under the Maurice Jennings Trust, as ".867 A &PGH Coal Raccoon Cr"
46. The Plaintiff, Franklin Jennings, does remember signing a deed to convey this property to the Company, however, upon information and belief, an executed deed conveying this property to Mangus Coal has never been recorded in the Preston County land records and the Plaintiffs believe the Defendant, Christopher Jennings failed to execute the deed and have the same recorded.

Count One: Breach of Fiduciary Duties

1. The Plaintiffs reassert the allegations set forth in Paragraphs Numbered 1-46

as set forth above as if set forth verbatim herein.

2. The Defendants, and each of them, as officers in the close held company, owed the Plaintiffs and the Company a duty to properly protect the financial interests of all of the shareholders and of the company.
3. The Defendants, and each of them, breached that duty when they, as individuals and as a group, sold the real property of the company for less than fair market value, failed to inform the shareholders of the possibility of the sale of the property, and failed to protect the assets and finances of the Company.

Count Two: Breach of the Implied Covenant of Good Faith and Fair Dealing

1. The Plaintiffs reassert the allegations set forth in Paragraphs Numbered 1-46 as set forth above as if set forth verbatim herein.
2. The Plaintiffs had a reasonable expectation based on the circumstances, that the Defendants would act in good faith and deal fairly with the Plaintiffs, as the Defendants were in a position of power in the Company, and were or are, either shareholders or officers of the Company.
3. The Defendants breached that implied covenant when they made decisions and took actions to prevent the Plaintiffs, as minority shareholders and/or non-officers, from obtaining information about the company, the company's assets, and the sale of real property owned by the company outside the normal course of business.

Count Three: Unjust Enrichment

1. The Plaintiffs reassert the allegations set forth in Paragraphs Numbered 1-46 as if set forth verbatim herein.

2. The Defendants, individually, and as a group, have enriched themselves by their actions as set forth herein, and each of them have profited from the proceeds of the sale of the real property, including the mineral rights, when those assets should have remained with the company and the shareholders.
3. The Defendant, Christopher Jennings, as President of the company, clearly profited when he signed a deed conveying the company's real property to himself for less than fair market value and then leasing the O&G rights for himself.
4. Basically, the Defendant, Christopher Jennings, sold himself company assets for less than fair market value, while he was president of the Company and his personal interest clearly interfered with his responsibilities and fiduciary duties to the Company.

Count Four: Conversion

1. The Plaintiffs reassert the allegations set forth in Paragraphs Numbered 1-46 as set forth above as if set forth verbatim herein.
2. The Defendant, Christopher Jennings, wrongfully and willfully, converted Company assets to his own name, for less than fair market value.
3. The Defendant, Christopher Jennings, then leased the mineral rights to the Company property for less than fair market value, inconsistent with his responsibilities and duties to the company.

Count Five: Breach of Contract

1. The Plaintiffs reassert the allegations set forth in Paragraphs Numbered 1-46 as set forth above as if set forth verbatim herein.
2. The Defendant, Christopher Jennings, as president of Mangus Coal Company

signed a document, titled, "Declaration of Assumption and Indemnity" (hereinafter the Indemnity Contract) wherein he, on behalf of the Company, agreed to assume full responsibility for the permits which are for its benefit and to indemnify and save harmless the beneficiaries of the Estate and Trust of Maurice Jennings. See attached Exhibit A

3. The Plaintiffs are both beneficiaries of the Estate of Maurice Jennings.
4. The Defendant, Christopher Jennings, as acting president at the time the Indemnity Contract was signed has failed and/or refused to properly indemnify the Plaintiffs as set forth in the contract.
5. The DEP permits covered by the Indemnity Contract are S-61-83, S-53-78, S-1036-91, and S-1058-86 and have not been properly transferred to the Company as agreed in the Indemnity Contract.
6. The Defendants, and each of them, have, as officers of the Company further breached the Indemnity Contract as each of them in their respective capacities as officers/directors/and/or majority shareholders have failed and/or refused to take the necessary steps to finalize the terms contained in the Indemnity Contract.

Count Six: Civil Conspiracy

1. The Plaintiffs reassert the allegations set forth in Paragraphs Numbered 1-46 as set forth above as if set forth verbatim herein.
2. The Plaintiffs reassert the allegations contained in each of the Paragraphs contained under each Count set forth above as if set forth verbatim herein.
3. Upon information and belief, the Defendants, and each of them, conspired with the others, to commit the acts and/or omissions set forth throughout this

Complaint, in an attempt to deprive the Plaintiffs, and other minority shareholders from obtaining the full value of the Company's real property.

4. Upon information and belief, the Defendants, and each of them, conspired with the other Defendants, to commit the acts and/or omissions set forth throughout this Complaint, to deprive the Plaintiffs, and other minority shareholders from obtaining the full value of the Company's assets.
5. Upon information and belief, the Defendants, and each of them, conspired with the others, to commit the acts and/or omissions set forth throughout this Complaint, to hide or conceal the acts and/or omissions from the Plaintiffs, and other minority shareholders.

WHEREFORE, the Plaintiffs pray the Court will 1) find the Defendants, and each of them have breached their fiduciary duties to the minority shareholders; 2) find the Defendants, and each of them, have conspired to sell company property for less than fair market value by insider trading and dealings; 3) find the Defendants and each of the them are liable to the Company and the minority shareholders for the breach of fiduciary duties; 4) find the Defendants, and each of them, have inappropriately conspired to prevent the minority shareholders from obtaining financial records of the company; 5) award the Plaintiffs damages for the sale of valuable real property, gas and oil rights from the sale of company real estate and interests in real property that were sold to an officer of the company without informing the minority shareholders and for less than fair market value; 6) Order the Defendants and each of them to compensate the Company and the Plaintiffs for the wrongful acts and concealment of company assets; 7) Order the Company to issue original stock certificates to the minority shareholders; 8) Set aside the

deed to Christopher Jennings for the property conveyed to him for less than fair market value; and 9) any other additional relief this Court deems just and fair under the circumstances.

Respectfully Submitted,

JESSE A. JENNINGS, SR. and
FRANKLIN M. JENNINGS,
Plaintiffs,

By Counsel,



Lisa Hyre, WV Bar #8729
Hyre Law Office, PLLC
202 Tunnelton St., Suite 320
Kingwood, WV 26537
(304) 329-1032
Fax (304) 329-1832

Verification of the Pleadings

I, Franklin M. Jennings, hereby verify the information and allegations contained in the foregoing Complaint are true to the best of my knowledge and belief, except where stated to be upon information and belief, and in that case, I do believe them to be true.

Franklin M. Jennings
Franklin M. Jennings, Plaintiff

To Wit:

State of West Virginia;
County of Preston;

Taken, sworn to, and subscribed to before me this 23rd day of February, 2012 by Franklin M. Jennings.



Lisa R. Hyre
Notary Public

My commission expires: November 22, 2012.

Verification of the Pleadings

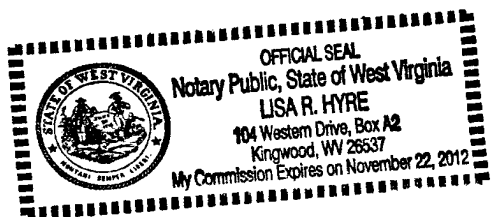
I, Jesse A. Jennings, hereby verify the information and allegations contained in the foregoing Complaint are true to the best of my knowledge and belief, except where stated to be upon information and belief, and in that case, I do believe them to be true.

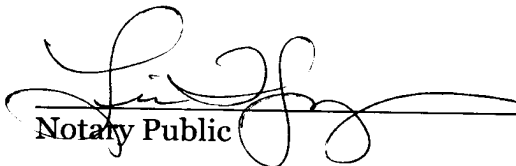

Jesse A. Jennings, Plaintiff

To Wit:

State of West Virginia;
County of Preston;

Taken, sworn to, and subscribed to before me this 23rd day of February, 2012 by
Jesse A. Jennings.




Notary Public

My commission expires: November 22, 2012.

EXHIBIT

A

MEDIATION
MEMORANDUM OF AGREEMENT

The undersigned, subject to the approval of the Circuit Court of Preston County, West Virginia, agree as follows:

1. Louise Jennings shall sell all of her interest in the Estate of Maurice Jennings and the Maurice Jennings Trust, including the Marital Trust, and will execute any and all necessary documents to effect such sale in exchange for \$544,000, paid in the following manner:
 - a) \$100,000 within seven days of the Court's approval;
 - b) \$300,000 on or before January 7, 2001; and
 - c) \$144,000 paid on or before January 31, 2001.
2. Louise Jennings may reside in and shall be responsible for the marital residence for a period of no more than six (6) months from the date of the Court's approval of this agreement.
3. Louise Jennings is entitled, for her lifetime only, to all royalties, payable monthly, derived from 71.1 acres Sandy Creek and 638.806 acres Raccoon Creek.
4. Louise Jennings shall file a federal gift tax return reflecting the transactions relating to her as contained in this agreement, pay any taxes, and in due course, shall provide a copy of such return as may be requested by any party.
5. Louise Jennings shall be responsible to file all of her personal federal and state income tax returns relating to these transactions and the payment of any federal and state income taxes owed by her as a result of this settlement agreement.
6. Louise Jennings shall retain the life estate in coal royalties previously provided to her in a 1993 deed to Christopher Jennings from Maurice Jennings.
7. The Scotch Hill property given to Christopher Jennings and Franklin Jennings on page 9 of the Maurice Jennings Trust under paragraph (B)(5)(c)(12) of Article IV shall be divided as follows:
 - a) As set forth on the attached Exhibits A & B, parcels

1, 2, 2a and 4 shall be owned by Franklin Jennings in fee simple ownership and parcel 3 shall be owned by Christopher Jennings in fee simple ownership; and
b) Christopher Jennings and Franklin Jennings shall execute such documents as are necessary to transfer to Mangus Coal Co., Inc. the property encompassing the Scale House, consisting of approximately 1 1/2 acres, the "shop" property encompassing 3 acres, and a right of way located in Parcel 2, as identified on the attached Exhibits A & B.

8. All parties to this agreement shall execute any and all documents necessary to effect the transfer of the "homeplace" consisting of 8 tracts as shown on Exhibit C to Franklin Jennings in fee simple ownership.

9. The parties will promptly make such conveyances as are necessary so that ownership of Mangus Coal Co., Inc. shall be as follows:

Christopher Jennings	52.5%
Franklin Jennings	39.5%
Jessie Jennings	2%
Doris Rowland Jennings	2%
Alden Blaine Jennings	2%
Ralph D. Jennings	2%

10. Any and all instruments requiring Mangus Coal Co., Inc. to purchase a shareholder's shares shall be amended to delete such obligation, any restriction on the pledge of shares shall be of no effect, any legends on stock certificates shall be removed and the only restriction on a shareholder's shares will be that Christopher Jennings and the company shall have a right of first refusal in the event a shareholder desires to sell his shares.

11. Christopher Jennings shall pay the balance of his note (approximately \$20,000) to the Maurice Jennings Trust to complete his obligation for the shares of Mangus Coal Co., Inc. he purchased from Maurice Jennings.

12. Franklin Jennings shall have no further obligation to pay for the shares of Mangus Coal Co., Inc. which he purchased from Maurice Jennings or Anthony Riddle.

13. The Estate of Maurice Jennings shall pay $\frac{1}{2}$ of the remaining amount due for the shares of Mangus Coal Co., Inc. owned by Anthony Riddle and the remaining $\frac{1}{2}$ shall be canceled.
14. All shareholders of Mangus Coal Co., Inc. agree that the company shall assume and have responsibility for testing, treating and correcting any water or other environmental problems on property operated or formerly operated by Mangus Coal Co., Inc.
15. Mangus Coal Co., Inc. shall indemnify and hold harmless the other undersigned parties from all liabilities arising in the future from the aforementioned environmental problems on such property.
16. All parties shall waive any claims to any and all timber proceeds received by the trust or estate prior to the execution of this agreement and consent to the use of such proceeds for payment of certain amounts as set forth herein.
17. Franklin Jennings and Jessie Jennings shall have no further obligation to pay any amount to or on the behalf of the Maurice Jennings Estate or Maurice Jennings Trust. Certain other beneficiaries shall contribute to the trust in the proportions, as they bear to each other, as shown on the attached Exhibit D or as they may subsequently agree, in order to make up the shortfall estimated to be \$178,000.
18. Upon consummation of this agreement all properties and assets of the Maurice Jennings Estate and Maurice Jennings Trust shall pass in fee simple ownership and free of the Maurice Jennings Trust and the trust shall be terminated.
19. Any assets of the Maurice Jennings Estate and Maurice Jennings Trust, except as otherwise specifically set forth in this agreement, shall pass to such beneficiaries as designated in the testamentary documents of Maurice Jennings as provided for upon the death of Louise Jennings without issue surviving and, specifically, as to residue assets, as if she had predeceased Maurice Jennings, without issue surviving.
20. The parties agree to dismiss, with prejudice, all relevant litigation now pending before the Circuit Court and County Commission of Preston County, West Virginia.

21. The relevant parties agree to execute a short form settlement (waiver of final settlement) in due course to facilitate the closing of the estate and termination of the Maurice Jennings Trust

22. All parties, including Darlene Murray and Christopher Jennings, as Trustees, shall be responsible for their own attorney's fees.

23. The parties further agree to fully, completely and mutually release and discharge each other from any and all claims arising from the Estate of Maurice Jennings or the Maurice Jennings Trust and any issues relevant thereto.

24. All parties agree to execute any and all documents as may be necessary or appropriate to effect this agreement.

25. The parties and Mangus Coal Company, Inc. agree to convey to Franklin Jennings, Jessie Jennings and Stan and Susan Jennings, all "deep coal" located under their respective properties consisting of approximately 288 acres. To the extent that Franklin Jennings does not receive ownership to the "deep coal" under the "homeplace" as defined herein, the parties and Mangus Coal Company, Inc. shall make such conveyances to Franklin Jennings as necessary to vest ownership of the "deep coal" under the "homeplace" in Franklin Jennings.

This agreement, consisting of five (5) pages, shall be binding on all the parties, their successor and assigns and is hereby executed this 6th day of September, 2000.

Franklin R. Jennings
Franklin R. Jennings

Jessie Jennings
Jessie Jennings

Louise Jennings
Louise Jennings

MANGUS COAL COMPANY, INC.

By Chris B. Jennings
Its President

MAURICE JENNINGS TRUST

By Darlene Murray
Trustee

By Franklin R. Jennings
Trustee

By Chris B. Jennings
Trustee

Alden Blaine Jennings
Alden Blaine Jennings

Ralph D. Jennings
Ralph D. Jennings

Doris Rowland Jennings
Doris Rowland Jennings

Christopher Jennings
Christopher Jennings

Susan Jennings
Susan Jennings

Kenneth Riddle
Kenneth Riddle

ESTATE OF MAURICE JENNINGS

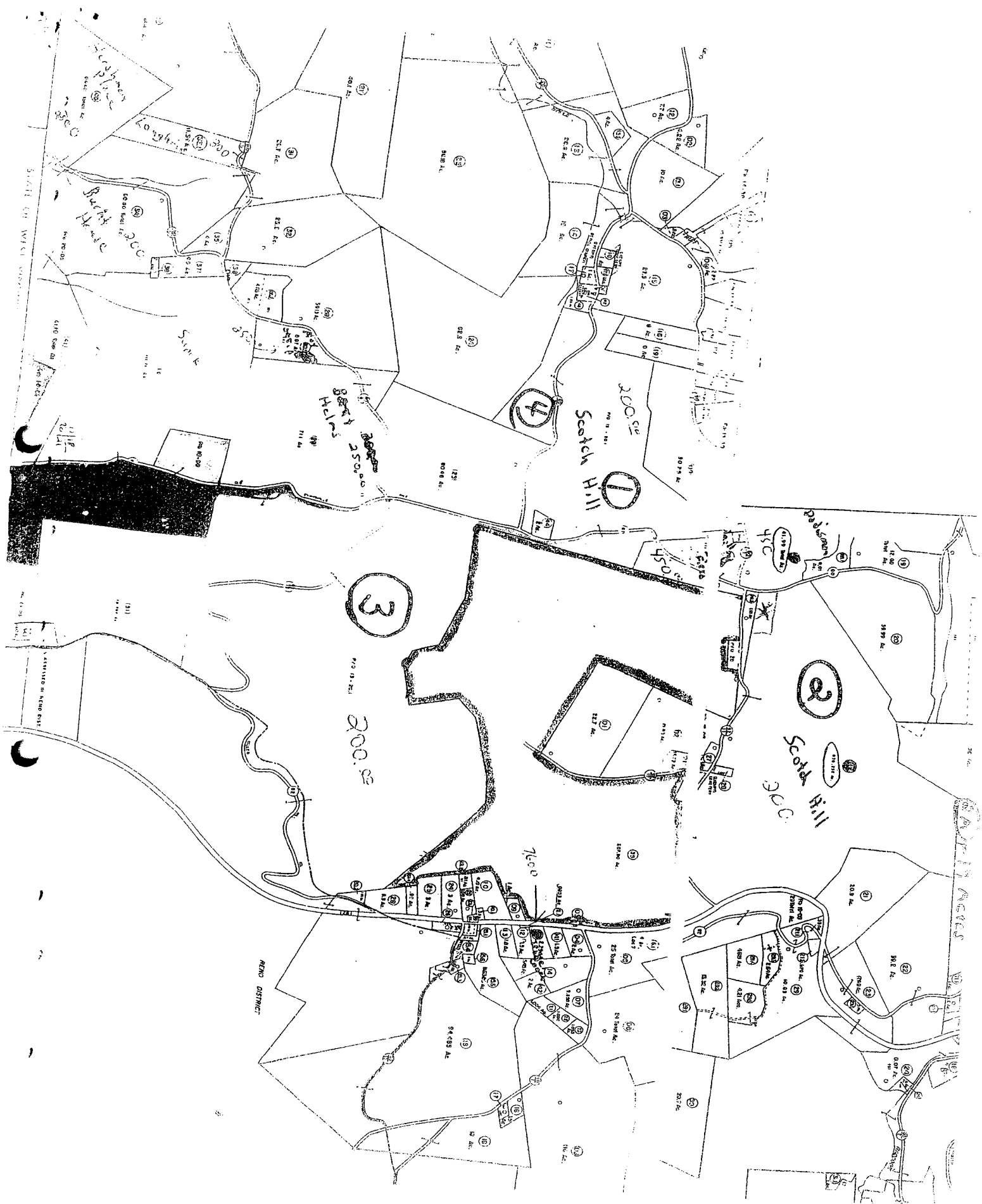
By Maurice Jennings
Executor

By Maurice Jennings
Executor

Franklin Jennings	44.0860%
Christopher Jennings	18.5124%
Alden Blaine Jennings	17.8038%
Doris R. Jennings	7.9948%
Darlene Murray	5.0032%
Kenneth Riddle	2.5027%
Jessie Jennings	2.7744%
Rhonda Clarkson	.7680%
Ralph Jennings	<u>.5647%</u>
	100.0000%

EXHIBIT D





1. Kimbel Place - 36.49 Acres
2. Got off of Rosey - 4.034 Acres
3. Next To Theos' - 2.32 Acres
4. Lougrie Place - 11.39 Acres
5. Burnt House - 80.50 Acres
6. ^(Knott's)
_(Mexico) Next to Brick House - 106.75 Acres
7. Brick House & Buildings - 93.60 Acres
8. Hershman Place - 78.14 (56.595 Ac.)

69.68

Exhibit C

EXHIBIT
B

**DECLARATION OF
ASSUMPTION AND INDEMNITY**

This Declaration of Assumption and Indemnity made this 15th day of October, 2001.

1. Maurice Jennings, now deceased, took out in his individual name certain permits with the West Virginia Division of Environmental Protection which were for the benefit of Mangus Coal Company, a corporation of which he was the majority shareholder.

2. The ownership of the stock of Mangus Coal Company is to change as a result of the death of Maurice Jennings, resulting in Christopher Jennings being the majority shareholder.

Mangus Coal Company hereby agrees to assume full responsibility for the permits which are for its benefit and to indemnify and save harmless the Estate of Maurice Jennings, the Maurice Jennings Trust, all the fiduciaries and all the beneficiaries of the said Estate and Trust with regard to the permits and all related surety bonds and letter of credit. The permits covered and included by this Declaration of Assumption and Indemnification are as follows:

S-61-83
S-53-78
S-1036-91
S-1058-86

NPDES#
WV 0067709
WV 0067709
WV 0067709
WV 1002660

This Assumption and Indemnification shall be effective immediately upon the transfer of ownership of shares of stock of Mangus Coal Company resulting from the death of Maurice Jennings as set forth in a Mediation Agreement dated September 6, 2000, and Mangus Coal Company shall thereupon promptly apply for and exercise its best efforts for the transfer of the permits to Mangus Coal Company.

Dated this 15 day of October, 2001.

MANGUS COAL COMPANY

By: Chris R. Jennings
its President

EXHIBIT
C

CHRISTOPHER R. JENNINGS
P.O. BOX 86
NEWBURG, WV 26410-0086

2009 5 33 AM 01 63

THIS DEED, made this 3rd day of October 2007, by and between, **MANGUS COAL, INC.**, a West Virginia corporation, party of the first part, the GRANTOR, and, **CHRISTOPHER R. JENNINGS**, whose mailing address is P.O. Box 86, Newburg, West Virginia, 26410, party of the second part, the GRANTEE.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and more, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the said GRANTOR does hereby grant and convey unto the said GRANTEE, with covenants of GENERAL WARRANTY, all the following tracts and parcels of surface and all coal and other minerals, except the Freeport or Upper Freeport seam or vein of coal together with attendant mining rights as hereinafter stated, together with all improvements thereon and appurtenances thereunto belonging, situate in Kingwood Taxation District, Preston County, West Virginia, and more particularly identified, bounded and described as follows:

First Tract

Parcel No. 1:

Beginning at a stake and corner of the original tract belonging to Mary Helms Heirs, and running S. 72° W. 36 ½ poles to pointers; thence S. 18° E. 21 poles to pointers; thence N. 72° E. 38 poles to the outline of the entire tract; thence S. 23° E. 27 ½ poles to the beginning, containing 3 ¾ acres, more or less

Parcel No. 2:

Beginning at pointers in the original line (a corner to Lot No. 8), with the original line S. 89° E. 127 poles to a poplar; S. 1 ½° W. 127 poles to pointers (a corner to Lot No. 1); thence S. 85° W. 47 ½ poles to a stake with the road; thence N. 57° W. 28 poles; thence N. 23° W. 27 ½ poles; thence N. 57° W. 18 poles; N. thence 15° W. 32 ½ poles; thence N. 47 ½° W. 19 poles; thence N. 19° W. 46 poles to the beginning, adjoining lands now or formerly of William B. Zinn, G.M. McGinnis tract, and others, containing 98 acres, more or less.

Parcel No. 3:

Beginning at pointers in the original line and corner to Charles W. Helms part; thence N. 10° E. 35 poles to a line of George Helms; thence with his line reversed; N. 85° E. 47 ½ pole to the outline of the original tract; thence East 1- ½° W. 42 ½ poles to the original corner; thence W. 53 poles to the beginning, containing 12 ½ acres, more or less.

Parcel No. 4:

A parcel on the water of Hunts Run adjoining lands of Squires and Knisell and others, and bounded as follows: On the South by land of Letitia B. Squires; on the East by land of Phillip W. Knisell; and on the North by (and including) the bank of Hunts Run to Squires line including Saw Mill and dam containing 8 acres, more or less.

Parcel No. 5:

Beginning at two stones, M. Simms corner S. $2\frac{1}{2}^{\circ}$ W. 179 poles; S. $86\frac{3}{4}^{\circ}$ E. 181 poles to a Chestnut root; thence N. 12° E. 39 poles to a road; thence N. 45° W. 15 poles with the road; thence N. 59° W. 23 poles; thence N. 20° W. 6 poles; thence S. $74\frac{1}{2}^{\circ}$ W. 16 poles; thence N. 17° W. $21\frac{1}{8}$ poles; thence N. $74\frac{1}{2}^{\circ}$ E. 32 poles; thence N. 56° W. 16 poles; thence with road N. $15\frac{3}{4}^{\circ}$ W. 35 poles; thence N. 60° W. $14\frac{1}{2}$ poles; thence N. 19° W. $52\frac{1}{2}$ poles; thence N. $87\frac{1}{2}^{\circ}$ W. 41 poles to the beginning, containing an unspecified acreage.

Parcel No. 6:

Beginning at pointers in a line of George W. Helms tract also a corner to the Canfield survey; thence with said line N. $86\frac{3}{4}^{\circ}$ W. 133 poles to a stone in the original line of Lot No. 11 of the Clairborne Manly survey; thence with said line S. $2^{\circ} 50'$ W. $76\frac{4}{5}$ poles to a stone pile and pointers; thence S. $87\frac{1}{4}^{\circ}$ E. 133 poles to a stone and pointers; thence N. $2^{\circ} 50'$ E. 75 poles to the beginning, containing 63 acres, more or less.

Parcel No. 7:

Beginning at pointers in the original line and a corner to Charles Helms part; thence N. 10° E. 35 poles to a line of George Helms, Jr.; thence with his line reversed N. 85° E. $47\frac{1}{2}$ poles to the outline of the original tract; thence with the same S. $\frac{1}{2}^{\circ}$ W. $42\frac{1}{2}$ poles to the beginning, containing $12\frac{1}{4}$ acres, more or less.

The seven (7) above described parcels comprising the First Tract contain an assessed 268.56 acres, more or less, and is all of the same property conveyed to the Grantor by Patriot Mining Company, Inc., a West Virginia corporation, by deed dated June 14, 1996, and recorded in the Office of the Clerk of the County Commission of Preston County, West Virginia, in Deed Book No. 592, at page 523, but reserving therefrom the Upper Freeport seam of coal, together with mining rights, as hereinafter set forth.

Second Tract

On the waters of Birds Creek, and being part of the old Henry Shaffer farm, and more particularly described as follows:

Beginning at a cherry tree corner to E.C. Shaffer's land, and with his line N. $34^{\circ} 45'$ W. 91 poles to the original outline; thence with same W. (V. 4 degrees) 37 poles; thence S. (V. 4 degrees) 22.75 poles; thence S. 43° E. 34.25 poles; thence S. 21° E. 66 poles; thence S. 79° W. 11 poles to the Lees Ferry and

Tunnelton Pike; thence with same S. 55° 30' E. 13.7 poles to a stake, corner to Viola Shaffer, now Sheridan Danks and wife; thence with two (2) lines of the same N. 29° 45' E. 34 poles to a cherry tree; thence N. 65° 30' E. 28.5 poles to the beginning containing 28.58 acres, more or less, and being all of the same property conveyed to the Grantor by Frances Swearingen, a widow, Kells J. Sapp and Reneita P. Sapp, his wife, by deed December 7, 1988, and recorded in said County Clerk's office in Deed Book No. 545, at page 115; and to which deed reference is also hereby made.

There was excepted and reserved from the hereinbefore described "First Tract" in the aforesaid deed dated June 14, 1996, from Patriot Mining Company, Inc., the following seam or vein of coal together with mining rights and attendant privileges:

There is excepted and reserved from the "First Tract" and the several parcels thereof all the Upper Freeport seam or vein of coal underlying said property together with the right to enter into, upon, under, over, across and through said coal and the surface and subsurface overlying the same at such points and in such manner as may be necessary or convenient for the purpose of mining all the Freeport or Upper Freeport coal by deep mining, stripping, augering or any or all other methods; the right to strip said surface, subsurface and other strata overlying all of said coal; the right to have and use the free and uninterrupted right of way into, over, under, across and upon said coal and the surface and subsurface overlying the same, at such points and in such manner for the construction, repair and maintenance of such roads and other transportation facilities as may be necessary anywhere upon said surface, subsurface and/or the space after the removal of any of said coal, such earth, rock, stone, slate and other material as may be produced in connection with the operation thereunder and also such products as may be derived from operation of the said Patriot Mining Company, Inc., its successors and assigns, conducted upon adjacent, coterminous and neighboring lands; the right to take and use off the described premises any such material produced from the operations thereunder for all purposes as may be necessary or convenient to the operation of the said Patriot Mining Company, Inc., its successors and assigns, or to its operations upon adjacent coterminous or neighboring lands; the right to transport over, under, across and through the coal, or the surface or subsurface overlying the same, any coal now or hereafter owned, leased or otherwise acquired by the said Patriot Mining Company, Inc., or its assigns and located on other lands; the free and uninterrupted right to build, construct, maintain and use electric power lines, water lines, gas lines, telephone lines, utility lines, poles, towers, guys, anchors, roads, access road, way, structures, buildings, stations, substations, belt and conveyor lines, ponds, etc., necessary to or convenient for the mining and removal of said coal from the described premises and from adjacent, coterminous or neighboring lands; and any and all rights and privileges necessary or convenient for the purpose of mining and removing the coal from the described premises and from adjacent, coterminous and neighboring premises; all without liability to Patriot Mining Company, Inc., successors and assigns, for damages arising out of the exercise of such rights to the surface or subsurface or anything therein or thereon or to the springs and water courses therein or thereon.

In the aforesaid deed from Patriot Mining Company, Inc., to the Grantor herein, Mangus Coal (Mangus), all duties, statutory or otherwise, on the part of Mangus, its successors or assigns, to maintain a barrier pillar in the coal in each or either side of the outside boundary line of the above described property were waived. It was further recognized and agreed by Mangus in the Patriot Deed that the granting of the surface mining right and auger mining rights permitted and gave Patriot Mining Company, its successors and assigns, the absolute right and privileges to the surface of the property overlying the Upper Freeport seam or vein of coal reserved by Patriot

There is excepted and reserved from the "Second Tract" herein conveyed all of the coal and other minerals together with mining rights, as may have been excepted, reserved or conveyed away by predecessors in title, it being the intention of the Grantor, however, to convey all such coal and other minerals as it may own.

VERIFIED SALES LISTING AND DECLARATION OF CONSIDERATION
OR VALUE: The undersigned GRANTOR hereby declares: (i) The total consideration paid for the property conveyed by the document to which this declaration is appended is Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00); and said declared consideration does not include any personal property and there are no other extraordinary financing arrangements which affect the price paid; (ii) All other information required by Chapter 11, Article 22, Section 6 of the *West Virginia Code*, as amended, not set forth herein is contained elsewhere in this instrument.

First Tract

Second Tract

"Mangus Coal, Inc.
Map 18, Parcel 2
Sur 28.50 & B Coal - Birds Cr"

Witness the following signature and seal:

Mangus Coal, Inc., a West Virginia corporation.

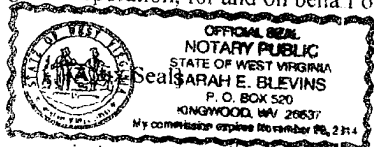
By Christopher A. Jennings

Its President

STATE OF WEST VIRGINIA,

COUNTY OF PRESTON, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of October 2007, by Christopher A. Jennings who is President of Mangus Coal, Inc., a West Virginia corporation, for and on behalf of said corporation.



Sarah E. Blewins
Notary Public

My commission expires November 16, 2011

The foregoing instrument was prepared without a title examination by James T. Dailey, Jr., Attorney at Law, McNeer, Highland, McMunn, and Varner, L.C., 107 West Court Street, P.O. Box 585, Kingwood, West Virginia, 26537, ja

NANCY L. RECKART
PRESTON County 11:05:37 AM
Instrument No 78614
Date Recorded 10/04/2007
Document Type DEED

EXHIBIT
D

THIS CORRECTIVE AND QUIT CLAIM DEED, made this 12th day of March 2008, by and between, **CHRISTOPHER R. JENNINGS**, individually and as constructive trustee, party of the first part, the GRANTOR, and, **JENNINGS EXCAVATING, INC.**, a West Virginia corporation, whose mailing address is P.O. Box 86, Newburg, West Virginia, 26410, party of the second part, the GRANTEE.

WHEREAS by deed dated October 3, 2007, and recorded in the Office of the Clerk of the County Commission of Preston County, West Virginia, in Deed Book No. 683, at Page 143, Mangus Coal, Inc., a West Virginia corporation, conveyed unto the Grantor herein the tracts and parcels of land therein described for the consideration therein stated; and,

WHEREAS the Grantee is a wholly owned corporation of the Grantor and responsible for the payment of the purchase price stipulated in the aforesaid deed dated October 3, 2007 and it is now the desire of the parties to correct the aforesaid deed so that the proper entity is named as the intended Grantee.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises hereof, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the said GRANTOR does hereby grant, convey and quit claim unto the said GRANTEE, with covenants of GENERAL WARRANTY, all of the following described tracts and parcels of real estate, together with the improvements thereon and appurtenances thereunto belonging, situate in Kingwood Taxation District, Preston County, West Virginia, and more particularly identified, bounded and described as follows:

First Tract

Parcel No. 1:

Beginning at a stake and corner of the original tract belonging to Mary Helms Heirs, and running S. 72° W. 36½ poles to pointers; thence S. 18° E. 21 poles to pointers; thence N. 72° E. 38 poles to the outline of the entire tract; thence S. 23° E. 27½ poles to the beginning, containing 3-3/4 acres, more or less.

Parcel No. 2:

Beginning at pointers in the original line (a corner to Lot No. 8), with the original line S. 89° E. 127 poles to a poplar, S. 1½ W. 127 poles to pointers (a corner to Lot No. 1); thence S. 85° W. 47½ poles to a stake with the road; thence

N. 57° W. 28 poles; thence N. 23° W. 27½ poles; thence N. 57° W. 18 poles; N. thence 15° W. 32½ poles; thence N. 47½° W. 19 poles; thence N. 19° W. 46 poles to the beginning, adjoining lands now or formerly of William B. Zinn, G.M. McGinnis tract, and others, containing 98 acres, more or less.

Parcel No. 3:

Beginning at pointers in the original line and corner to Charles W. Helms part; thence N. 10° E. 35 poles to a line of George Helms; thence with his line reversed; N. 85° E. 47½ poles to the outline of the original tract; thence East 1½° W. 42½ poles to the original corner; thence W. 53 poles to the beginning, containing 12½ acres, more or less.

Parcel No. 4:

A parcel on the water of Hunts Run adjoining lands of Squires and Knisell and others, and bounded as follows: On the South by land of Letitia B. Squires; on the East by land of Phillip W. Knisell; and on the North by (and including) the bank of Hunts Run to Squires line including Saw Mill and dam containing 8 acres, more or less.

Parcel No. 5:

Beginning at two stones, M. Simms corner S. 2½° W. 179 poles; S. 86-3/4° E. 181 poles to a Chestnut root; thence N. 12° E. 39 poles to a road; thence N. 45° W. 15 poles with the road; thence N. 59° W. 23 poles; thence N. 20° W. 6 poles; thence S. 74½° W. 26 poles; thence N. 17° W. 21-1/8 poles; thence N. 74½° E. 32 poles; thence N. 56° W. 16 poles; thence with road N. 15-3/4° W. 35 poles; thence N. 60° W. 14½ poles; thence N. 19° W. 52½ poles; thence N. 87½° W. 41 poles to the beginning, containing an unspecified acreage.

Parcel No. 6:

Beginning at pointers in a line of George W. Helms tract also a corner to the Canfield survey; thence with said line N. 86-3/4° W. 133 poles to a stone in the original line of Lot No. 11 of the Clairborne Manly survey; thence with said line S. 2° 50' W. 76-4/5 poles to a stone pile and pointers; thence S. 87-1/4° E. 133 poles to a stone and pointers; thence N. 2° 50' E. 75 poles to the beginning, containing 63 acres, more or less.

Parcel No. 7:

Beginning at pointers in the original line and a corner to Charles Helms part; thence N. 10° E. 35 poles to a line of George Helms, Jr.; thence with his line reversed N. 85° E. 47½ poles to the outline of the original tract; thence with the same S. ½° W. 42½ poles to the beginning, containing 12-1/4 acres, more or less.

The seven (7) above described parcels of land, comprising the First Tract, contain an assessed 268.56 acres, more or less.

Second Tract

On the waters of Birds Creek, and being part of the old Henry Shaffer farm, and more particularly described as follows:

Beginning at a cherry tree corner to E.C. Shaffer's land, and with his line N. 34° 45' W. 91 poles to the original outline; thence with same W. (V. 4 degrees) 37 poles; thence S. (V. 4 degrees) 22.75 poles; thence S. 43° E. 34.25 poles; thence S. 21° E. 66 poles; thence S. 79° W. 11 poles to the Ices Ferry and Tunnelton Pike; thence with same S. 55° 30' E. 13.7 poles to a stake, corner to Viola Shaffer, now Sheridan Danks and wife; thence with two (2) lines of the same N. 29° 45' E. 34 poles to a cherry tree; thence N. 65° 30' E. 28.5 poles to the beginning containing 28.58 acres, more or less.

There is excepted and reserved from the hereinbefore described "First Tract" the following seam or vein of coal together with mining rights and attendant privileges:

There is excepted and reserved from the "First Tract" and the several parcels thereof all the Upper Freeport seam or vein of coal underlying said property together with the right to enter into, upon, under, over, across and through said coal and the surface and subsurface overlying the same at such points and in such manner as may be necessary or convenient for the purpose of mining all the Freeport or Upper Freeport coal by deep mining, stripping, augering or any or all other methods; the right to strip said surface, subsurface and other strata overlying all of said coal; the right to have and use the free and uninterrupted right of way into, over, under, across and upon said coal and the surface and subsurface overlying the same, at such points and in such manner for the construction, repair and maintenance of such roads and other transportation facilities as may be necessary anywhere upon said surface, subsurface and/or the space after the removal of any of said coal, such earth, rock, stone, slate and other material as may be produced in connection with the operation thereunder and also such products as may be derived from operation of the said Patriot Mining Company, Inc., its successors and assigns, conducted upon adjacent, coterminous and neighboring lands; the right to take and use off the described premises any such material produced from the operations there under for all purposes as may be necessary or convenient to the operation of the said Patriot Mining Company, Inc., its successors and assigns, or to its operations upon adjacent coterminous or neighboring lands; the right to transport over, under, across and through the coal, or the surface or subsurface overlying the same, any coal now or hereafter owned, leased or otherwise acquired by the said Patriot Mining Company, Inc., or its assigns and located on other lands; the free and uninterrupted right to build, construct, maintain and use electric power lines, water lines, gas lines, telephone lines, utility lines, poles, towers, guys, anchors, roads, access road, way, structures, buildings, stations, substations, belt and conveyor lines, ponds, etc., necessary to or convenient for the mining and removal of said coal from the described premises and from adjacent, coterminous or neighboring lands; and any and all rights and privileges necessary or convenient for the purpose of mining and removing the coal from the described premises and from adjacent, coterminous and neighboring premises; all without liability to Patriot Mining Company, Inc., successors and assigns, for damages arising out of the exercise of such rights to the surface or subsurface or anything therein or thereon or to the springs and water courses therein or thereon, all as excepted and reserved by Patriot Mining Company, Inc., a West Virginia corporation, in the deed to Mangus Coal Company, Inc., a West Virginia corporation, dated June 14, 1996 and recorded in said County Clerk's Office in Deed Book No. 592, at Page 523.

In the aforesaid deed from Patriot Mining Company, Inc., to Mangus Coal (Mangus), all duties, statutory or otherwise, on the part of Mangus, its successors or assigns, to maintain a barrier pillar in the coal in each or either side of the outside boundary line of the above

described property were waived. It was further recognized and agreed by Mangus in the Patriot deed that the granting of the surface mining right and auger mining rights permitted and gave Patriot Mining Company, its successors and assigns, the absolute right and privileges to the surface of the property overlying the Upper Freeport seam or vein of coal reserved by Patriot Mining Company in the course of preparation for or actual mining operation. Mangus further waived and relinquish any and all right to or claim for compensation for any such surface disturbance or subsidence arising from mining operations.

There is excepted and reserved from the "Second Tract" herein conveyed all of the coal and other minerals together with mining rights, as may have been excepted, reserved or conveyed away by predecessors in title, it being the intention of the Grantor, however, to convey all such coal and other minerals as he may own.

The above described tracts and parcels of real estate are all of the same property conveyed to the Grantor by mistake and accordingly held by him as constructive trustee, for the benefit of the Grantee herein, by deed dated October 3, 2007, and recorded in said County Clerk's Office in Deed Book No. 683, at Page 143; and to which deed reference is hereby made.

This conveyance is subject, however, to an imposition of restrictions on the properties herein described by deeds, leases, assignments, rights of way, easements, agreements, exceptions and reservations, and all legal documents, of record in the aforesaid County Clerk's Office.

VERIFIED SALES LISTING AND DECLARATION OF CONSIDERATION

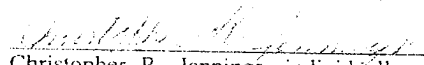
OR VALUE: The undersigned GRANTOR hereby declares: (i) The property conveyed by the document to which this declaration is appended is a Quit Claim Deed for the purpose of correcting an error and mistake and a deed by a constructive trustee to the beneficiary of said trust, and as such not subject to State and County Transfer Tax; and said declared consideration does not include any personal property and there are no other extraordinary financing arrangements which affect the price paid; (ii) All other information required by Chapter 11, Article 22, Section 6 of the *West Virginia Code*, as amended, not set forth herein is contained elsewhere in this instrument.

The real estate herein conveyed is included and assessed on the 2007 Preston County, West Virginia, Land Book for Kingwood Taxation District, as follows:

First Tract
 "Mangus Coal, Inc.
 Map 14, Parcel 25
 Fee (less UF) 268.56 ac
 Three Fork CID 2-3"
 Acct. No. 06184602

Second Tract
 "Mangus Coal, Inc."
 Map 18, Parcel 2
 Sur 28.50 & B Coal - Birds Cr"
 Acct. No. 06192899

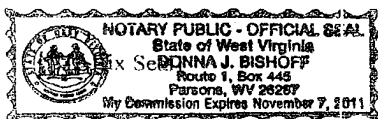
Witness the following signature and seal:

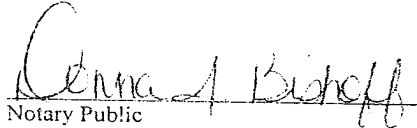

 Christopher R. Jennings, individually and as
 constructive trustee

STATE OF WEST VIRGINIA.

COUNTY OF PRESTON, to-wit:

The foregoing instrument was acknowledged before me this 30th day of
~~March~~ April 2008, by Christopher R. Jennings, individually and as constructive trustee.




 Notary Public

My commission expires November 7, 2011

The foregoing instrument was prepared with a title examination by James T. Dailey, Jr., Attorney at Law, McNeer,
 Highland, McMunn, and Varner, L.C., 107 West Court Street, P.O. Box 585, Kingwood, West Virginia, 26537 /ja

NANCY L. RECKART
 PRESTON County 03:15:19 PM
 Instrument No 89238
 Date Recorded 04/30/2008
 Document Type DEED
 Book-Page 692-68
 Rec/Preserve \$10.00 \$1.00

EXHIBIT
E

CERTIFICATE



25,935

Shares

Christopher R. Jennings

Subscribed

FROM WHOM IT WAS TRANSFERRED

Subscribed

NO. ORIGINAL
CERTIFICATE

NO. ORIGINAL
SHARES

NO. OF SHARES
TRANSFERRED

Received Certificate No.

for

Shares

this

day of



23

25,935

INCORPORATED UNDER THE LAWS OF THE STATE OF WEST VIRGINIA

MANGUS COAL, INC.

The Corporation is authorized to issue 60,000 Shares — Par Value \$5.00 Each

This Certifies that

Christopher R. Jennings

is the owner of

Twenty-Five Thousand Nine Hundred Thirty-Five

Mangus Coal, Inc., fully paid and non-assessable,

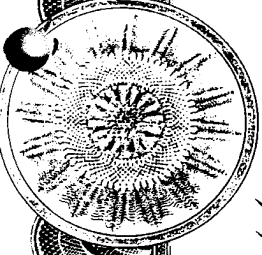
Shares of the Capital Stock of

transmittable only on the books of the Corporation by the holder hereof in
proof in his handwriting upon orders of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its corporate seal to be hereunto affixed.
this *day of* *A.D.*

Secretary

President



CERTIFICATE



19,513

Shares

Franklin M. Jennings

Dated

FROM WHOM TRANSFERRED

Dated

NO. ORIGINAL
CERTIFICATE

NO. ORIGINAL
SHARES

NO. OF SHARES
TRANSFERRED

Received Certificate No.

(Share)

this day of

NUMBER
24

SHARES
19,513



INCORPORATED UNDER THE LAWS OF THE STATE OF WEST VIRGINIA

MANGUS COAL, INC.

The Corporation is authorized to issue 60,000 Shares — Par Value \$5.00 Each

This Certifies that

Franklin M. Jennings

Nineteen Thousand Five Hundred Thirteen

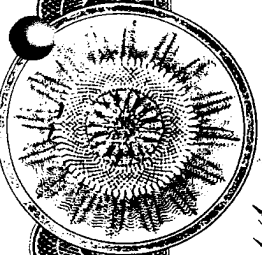
Mangus Coal, Inc., fully paid and non-assessable,

transferred only on the books of the Corporation by the holder hereof in
pursuance of the order of the Board of Directors of the Corporation properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers, and its Corporate Seal to be hereunto affixed
this _____ day of _____ A.D. 19____

Secretary

President



NOTICE: THE SIGNATURE OF THIS ASSIGNMENT
MUST CONFORM WITH THE NAME AS WRITTEN UPON THE
FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT
ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Shareholder
of the Capital Stock represented by the within
certificate, and do hereby irrevocably constitute and appoint
Attorney
to transfer the said Stock on the books of the within named
corporation with full power of substitution in the premises.
Dated _____
In presence of _____

And I do hereby — hereby sell, assign and transfer

CERTIFICATE
FOR
SHARES
OF
CAPITAL STOCK
(ISSUED TO)
DATED _____

The securities represented hereby are subject to the provisions of a
Shareholders' Agreement between the Corporation and certain investors
of its capital stock, and no transfer hereof may be made except in
accordance with the provisions of that Agreement, a copy of which may
be obtained at no cost from the Secretary of the Corporation at its
principal offices.

CERTIFICATE



988

Issued to

Jesse A. Jennings

Dated

FROM WHOM TRANSFERRED

Dated

NO. ORIGINAL
CERTIFICATE

NO. ORIGINAL
SHARES

NO. OF SHARES
TRANSFERRED

Received CERTIFICATE NO.

for

(Share)

this day of



INCORPORATED UNDER THE LAWS OF THE STATE OF WEST VIRGINIA
MANGUS COAL, INC.
The Corporation is authorized to issue 60,000 Shares — Par Value \$5.00 Each

This Certifies that

Nine Hundred Eighty-Eight

Mangus Coal, Inc., fully paid and non-assessable,

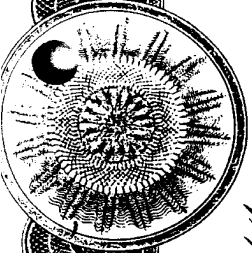
Jesse A. Jennings

is the owner of
Shares of the Capital Stock of

*transferred to only on the books of the Corporation by the holder hereof in
person or by attorney upon surrender of this Certificate properly endorsed.
In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto appended
this day of A.D. 19__*

Secretary

President



CERTIFICATE

FOR

SHARES OF

CAPITAL STOCK

ISSUED TO

unto _____ *Thurs*
of the Capital Stock represented by the within
Certificate, and do hereby irrevocably constitute and appoint

Attorney
to transfer the said Stock on the books of the within named
Corporation with full power of substitution in the premises.

In presence of

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE. IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

CERTIFICATE



988

A. Blaine Jennings

Printed

FROM WHOM TRANSFERRED

Printed

NO. ORIGINAL
CERTIFICATE

NO. ORIGINAL
SHARES

NO. OF SHARES
TRANSFERRED

Received CERTIFICATE NO.

(Share)

this day of



26

988

INCORPORATED UNDER THE LAWS OF THE STATE OF WEST VIRGINIA

MANGUS COAL, INC.

The Corporation is authorized to issue 60,000 Shares — Par Value \$5.00 Each

This Certifies that

A. Blaine Jennings

Nine Hundred Eighty-Eight

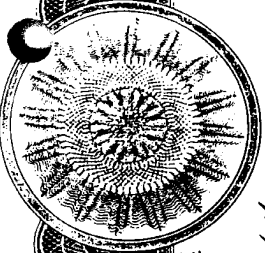
Mangus Coal, Inc., fully paid and non-assessable,

transferred only on the books of the Corporation by the holder hereof in person or by attorney upon surrender of this Certificate properly endorsed.

The Witness My hand, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this _____ day of _____ A.D. _____

Secretary

President



The securities represented hereby are subject to the provisions of a Shareholders' Agreement between the Corporation and certain investors of its capital stock, and no transfer hereof may be made except in accordance with the provisions of that Agreement, a copy of which may be obtained at no cost from the Secretary of the Corporation at its principal offices.



For Value Received, _____ hereby sell, assign and transfer unto _____

_____ Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney to transfer the said Stock on the books of the within named Corporation with full power of substitution in the premises.

Dated: _____

In presence of _____

NOTICE: THE SIGNATURE OF THIS ASSIGNEE MUST BE CONSIDERED VALID AND BINDING UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ATTENTION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.



For 988 *Shares*
Issued to
 Ralph A. Jennings

Dated
 FROM WHOM TRANSFERRED

<i>Dated</i>			
No. ORIGINAL CERTIFICATE	No. ORIGINAL SHARES	No. OF SHARES TRANSFERRED	

Received CERTIFICATE No. _____
for _____ *Shares*
this _____ *day of* _____



INCORPORATED UNDER THE LAWS OF THE STATE OF WEST VIRGINIA
 MANGUS COAL, INC.
 The Corporation is authorized to issue 60,000 Shares — Par Value \$5.00 Each

This Certifies that

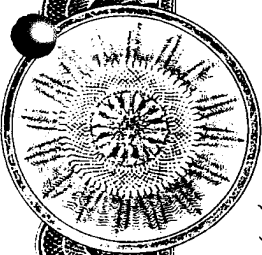
Nine Hundred Eighty-Eight
 Mangus Coal, Inc., fully paid and non-assessable,

is the owner of
Twenty-five Capital Stock of

transferred to me on the books of the Corporation by the proper officers in
presence of my attorney upon surrender of this certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this _____ *day of* _____ *A.D.*

Secretary _____ President _____



NOTICE: THE SIGNATURE OF THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT
ALTERATION OR ENLARGEMENT OF ANY CHANGE WHATEVER.

Shareholder _____
of the Capital Stock represented by the within
certificate, and do hereby irrevocably constitute and appoint
Attorney _____
to transfer the said Stock on the books of the within named
Corporation with full power of substitution in the premises;
Dated _____
In presence of _____

Testimony _____
I hereby do assign and transfer

DATED

ISSUED TO

CAPITAL STOCK

OF

SHARES

COMMON

The securities represented hereby are subject to the provisions of
a Shareholders' Agreement between the Corporation and certain
investors of its capital stock, and no transfer hereof may be made
except in accordance with the provisions of that Agreement, a copy
of which may be obtained at no cost from the Secretary of the
Corporation at its principal offices.

CERTIFICATE



988

Dorris R. Jennings

Put
FROM WHOM TRANSFERRED

Put
No. ORIGINAL
CERTIFICATE

No. ORIGINAL
SHARESNo. OF SHARES
TRANSFERRED

Put
Received Certificate No.

(Share)

Put
this day of



28

988

INCORPORATED UNDER THE LAWS OF THE STATE OF WEST VIRGINIA

MANGUS COAL, INC.

The Corporation is authorized to issue 60,000 Shares — Par Value \$5.00 Each.

Put
This Certificate that

Nine Hundred Eighty-Eight

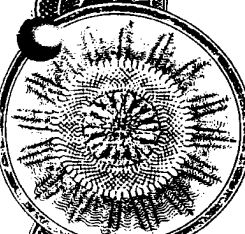
Mangus Coal, Inc., fully paid and non-assessable,

transferrable only on the books of the Corporation by the holder hereof in
person or by attorney upon surrender of this Certificate properly endorsed.

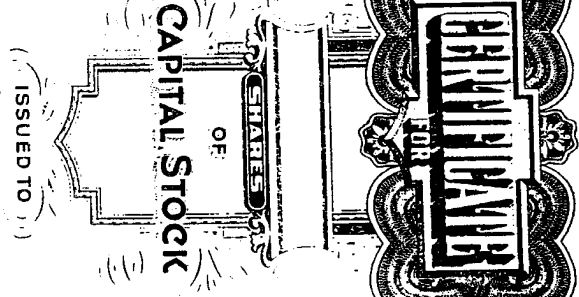
In Witness Whereof, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this day of (C.D.)

Secretary

President



The securities represented hereby are subject to the provisions of a Shareholders' Agreement between the Corporation and certain investors of its capital stock, and no transfer hereof may be made except in accordance with the provisions of that Agreement, a copy of which may be obtained at no cost from the Secretary of the Corporation at its principal offices.



For Value Received — hereby sell, assign and transfer

with
of the Capital Stock represented by the within
certificate, and do hereby irrevocably constitute and appoint
Attorney
to transfer the said Stock on the books of the within named
Corporation with full power of substitution in the premises;
Dated
the presence of

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
FACE OF THE CERTIFICATE. IN CERTAIN CASES, WITHOUT
ALTERATION OR ENDORSEMENT, OF ANY CHANGE WHATSOEVER.

EXHIBIT
F

1 with.

2 MR. LIGHT: If I could speak with Mr. Crooks
3 one moment.

4 PAUSE IN PROCEEDINGS

5 MR. LIGHT: Your Honor, I conferred with my
6 client and with Mr. Crooks, and one of the issues as we
7 pointed out at the last hearing is the significant concern
8 that my client had about transferring the permits and bonds,
9 and Mr. Crooks and I had talked about this earlier and we are
10 planning to put in the order a deadline for them to make
11 application for the transfer of the permits and bonds, and
12 Mr. Crooks and I will attempt to agree on what's a reasonable
13 amount of time to make the application.

14 THE COURT: Yes, that's appropriate.

15 MR. LIGHT: Thank you.

16 THE COURT: I'm going to keep jurisdiction
17 over that in case it is not done.

18 MR. LIGHT: Thank you, Your Honor.

19 THE COURT: That will protect everybody.
20 Okay. Mr. Crooks, would you do an order for me from today?

21 MR. CROOKS: Yes, Your Honor. I will.

22 THE COURT: Now, I want you to make the
23 copies and give them to Mr. Jesse Jennings before you leave
24 today so he can start looking at them tonight.