

03-391-CD  
PUBLIC CREDIT, LLC, a PA. VS.  
JOHNSON BROTHERS COAL CO., INC. ET AL.

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company,

PLAINTIFF,

v.

JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON

DEFENDANTS.

: No. 03-391-CD

: TYPE OF PLEADING:

: COMPLAINT TO  
CONFESS JUDGMENT

:

:

: FILED BY:  
PLAINTIFF

:

: ATTORNEY FOR PARTY:

Theron G. Noble, Esq

: Ferraraccio & Noble

Pa. I.D.#: 55942

: 301 East Pine Street

Clearfield, PA 16830

: (814)-375-2221.

**FILED**

MAR 20 2003  
012:30 PM  
William A. Shaw

Prothonotary/Clerk of Courts PO

CERT w/ NOTICE TO DEF

2 CERT TO ATTY

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
PLAINTIFF, )  
v. ) No. 03-\_\_\_\_\_ -CD  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

**CONFESS OF JUDGMENT**

**PURSUANT TO THE AUTHORITY CONTAINED IN THE WARRANT OF  
ATTORNEY, THE ORIGINAL OR A COPY OF WHICH IS ATTACHED TO THE  
COMPLAINT FILED IN THIS ACTION, I APPEAR FOR THE DEFENDANTS AND  
CONFESS JUDGMENT IN FAVOR OF PLAINTIFF AND AGAINST THE  
DEFENDANTS AS FOLLOWS:**

Principal Sum:.....\$131,917.11  
Other Authorized Sums:  
Attorney's Fees.....\$ 13,191.17  
Costs of Suit.....\$To Be Determined  
Additional Interest.....\$To Be Determined  
Total Amount.....\$145,108.82; plus additional interest and  
costs of suit

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Respectfully Submitted,

  
\_\_\_\_\_  
Theron G. Noble, Esquire  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
PLAINTIFF, )  
v. ) No. 03-\_\_\_\_\_ -CD  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

**COMPLAINT TO CONFESS JUDGMENT**

**NOW COMES THE PLAINTIFF, Public Credit, LLC, by and through its attorney, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows:**

**The Parties**

1. That Plaintiff is Public Credit, LLC, hereinafter "Public Credit", a Pennsylvania Limited Liability Company, with address of P.O. Box 220, Brockway, Jefferson County, Pennsylvania. A Certificate of Residence is attached hereto as Exhibit "A".
2. That first defendant is Johnson Brothers Coal Company, Inc., which upon information and belief, is a duly formed and existing Pennsylvania corporation with a principal place of business located at RD #1, Box 580, Mahaffey, Clearfield County, Pennsylvania 15767.
3. That second defendant is Leslie P. Johnson, an adult individual, who does and at all material times, did reside at RD #1, Box 580, Mahaffey, Clearfield County, Pennsylvania 15767.
4. That third defendant is Norman M. Johnson, an adult individual, who does and at all material times, did reside at RD#3, Box 425, Grampian, Clearfield County, Pennsylvania 16838.

5. A certificate of residence for each defendant is attached hereto as Exhibit "B".

Background

6. That on, or about, October, 2001, the Defendants Leslie P. Johnson and Norman M. Johnson contacted Public Credit, LLC, concerning a loan in the amount of Three Hundred Seventy-Five Thousand Eight Hundred and Thirty-One Dollars and Twenty-Five Cents (\$375,831.25) for the purpose of refinancing various obligations owed by the defendants.

7. That on October 30, 2001, Public Credit, LLC did lend to the Defendants Leslie P. Johnson and Norman M. Johnson, the sum of Three Hundred Seventy-Five Thousand Eight Hundred and Thirty-One Dollars and Twenty-Five Cents (\$375,831.25), which was to be repaid on a monthly basis, over a five (5) year basis, with an interest rate of 12.0% per year, commencing on December 1, 2001, and continuing on the 1st of each month thereafter until fully repaid. Attached hereto as Exhibit "C" is a true and correct copy of the PROMISSORY NOTE, containing a CONFESSION OF JUDGMENT clause, concerning said loan.

8. That Defendants Leslie P. Johnson and Norman M. Johnson are principals in Defendant Johnson Brothers Coal Company, Inc..

9. That said loan was intended to benefit and did benefit Defendant Johnson Brothers Coal Company, Inc., which was also a party to said loan in that Defendant Johnson Brothers Coal Company, Inc., did agree to guaranty and provide security for said loan. Attached hereto as Exhibit "D" is a true and correct copy of said GUARANTY AND SURETYSHP AGREEMENT, which also provides for a CONFESSION OF JUDGMENT clause.

10. That in conjunction with this loan, all Defendants agreed to be jointly and severally liable concerning the repayment of this loan. See Exhibit "D".

11. That all defendants also agreed to provide security and collateral for repayment of this obligation. Attached hereto is a true and correct copy of a SECURITY AGREEMENT and various UCC III filings concerning the collateralization of this loan. True and correct copies of the SECURITY AGREEMENT and various UCC III filings are attached as Exhibits "E" and "E(1) - E(6)".

Default & Arrearages

12. The amount borrowed was to be repaid over a five (5) year period, with monthly payments, in the amount of Nine Thousand Nine Hundred and Three Dollars and Fifty-nine Cents (9,903.59) commencing on December 1, 2001, and continuing on the 1st of each month thereafter, with a final payment due on November 1, 2005.

13. The defendants agreed that if a payment was made past its scheduled date, a late payment fee of ten percent (10%) of the monthly payment amount would be due, for an amount of \$990.36. (See Exhibit "C").

13. That as of March 17, 2003 Defendants have only made payments as follows, since the loan of October 30, 2001:

<u>Date</u>	<u>Amount</u>
12/14/01	\$9,903.59
1/15/02	\$9,903.59
4/16/02	\$9,903.59
7/22/02	\$21,787.90

14. The Defendants have not tendered any payment since July 22, 2002.

15. That Defendants' payments, based on their payments, arrearages, and late fees, have only completed scheduled payments through April of 2001. Thus, defendants are in default dating back to April 1, 2001.

16. That Public Credit has sent to Defendants numerous default notices and requests for payment concerning the deficiencies as above outlined. Attached hereto as Exhibits F(1) - (6) are true and correct copies of letters sent from Public Credit to the Defendants concerning their default.

17. That pursuant to the terms of the SECURITY AGREEMENT, Public Credit did seize certain collateral of the Defendants and did cause the same to be sold at public sale, which netted proceeds of \$262,504.15, which will be applied to Defendants' balance.

18. That based upon Defendants' payments and credit, they owe to Public Credit the sum of One Hundred Thirty-One Thousand Nine Hundred Seventeen Dollars and Eleven Cents (\$131,917.11), as of March 20, 2003, reflecting the principal balance, interest (accrued at the rate of \$127.19 per day), and late fees.

19. That per the various agreements, Defendants also agreed to permit Public Credit attorney's fees of ten (10%) percent of the total indebtedness in the event Defendants were in default and Public Credit confessed judgment. As such, Public Credit is entitled to attorney's fees in the amount of Thirteen Thousand One Hundred Ninety-One Dollars and Seventy-One Cents (\$13,191.71), being ten (10%) percent of the principal balance, interest in arrears and late fees.

20. That plaintiff has not entered judgment pursuant to the terms of the PROMISSORY NOTE or GUARANTY AND SURETYSHIP AGREEMENT, or other loan documents, at any time prior heretofore.
21. That jurisdiction is proper.
22. That venue is proper.

**WHEREFORE, Plaintiff demands that JUDGMENT be entered against each defendant, jointly and severally, in the amount of \$145,108.82 as permitted in said agreements attached hereto, together with additional interest as accrued and cost of suit.**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221 (DuBois)  
PA I.D.#: 55942

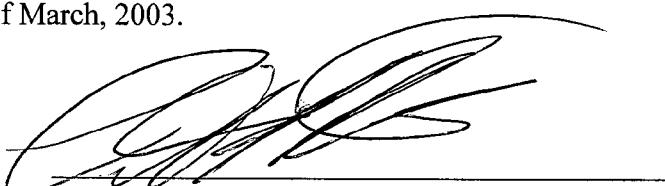
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
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PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
PLAINTIFF, )  
v. ) No. 03-\_\_\_\_\_ -CD  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

**CERTIFICATION**

I, Peter C. Varischetti, Manager of Plaintiff Public Credit, LLC, does hereby swear and affirm that the correct address for Plaintiff is P.O. Box 20, Brockway, PA 15824 with actual physical address located at Rt. 219 North, Brockway, Jefferson County, Pennsylvania. Furthermore, that I make this statement subject to the penalties of 18 Pa.C.S.A. 4101, relating to unsworn falsification to authorities.

So made this 14<sup>th</sup> day of March, 2003.



Peter C. Varischetti, Manager  
Public Credit, LLC

Exhibit "A"

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
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COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

**CERTIFICATION**

I, Peter C. Varischetti, Manager of Plaintiff Public Credit, LLC, does hereby swear and affirm that the correct address for Defendants Johnson Brothers Coal Company, Inc., and Defendant Leslie P. Johnson is RD #1, Box 580, Mahaffey, Clearfield County, Pennsylvania 15767; while the address for Defendant Norman M. Johnson is RD #3, Box 425, Grampian, Clearfield County, Pennsylvania 16838. This statement is based upon business dealings with these defendants at the aforementioned addresses. Furthermore, that I make this statement subject to the penalties of 18 Pa.C.S.A. 4101, relating to unsworn falsification to authorities.

So made this 14<sup>th</sup> day of March, 2003.



Peter C. Varischetti, Manager  
Public Credit, LLC

Exhibit "B"

\$ 375,831.25

PROMISSORY NOTE

Loan # 01422

Dated October 30, 2001

Debtor Leslie P. Johnson

of R D #1 Box 580, Mahaffey, PA 15767

Debtor Norman M. Johnson

of R.R. #3 Box 425, Grampian, PA 16838

FOR VALUE RECEIVED AND INTENDING TO BE LEGALLY BOUND HEREBY, the person or persons who sign as debtor below (each jointly and severally liable if more than one person and hereinafter referred to as "Debtor"), promises to pay to the order of Public Credit, LLC, P O Box 220, Brockway, PA 15824 ("Lender")

at any of Lender's branch offices,

the Principal sum of Three Hundred Seventy Five Thousand Eight Hundred Thirty One and 25/100\*\*\*\*\* Dollars in lawful money of the United States, to be paid as follows: \$375,831.25 which consists of \$166,931.25 to payoff loan #01326 with Public Credit, LLC, \$137,900.00 payable to Apple Tractor, \$70,000.00 payable to Cobblestone, and an Administrative Fee of \$1,000.00, along with interest thereon at the rate of twelve percent (12.0%) per annum, payable in forty eight (48) equal monthly installments of principal and interest of \$9,903.59 commencing on December 1, 2001 and continuing on the same day of each month thereafter, with all outstanding principal, interest, and all other sums due and owing under this Note due and payable in full on November 1, 2005. Interest from the date of this Note shall accrue on the unpaid Principal balance hereof at the rate of twelve percent (12.0%)

and shall be payable on the 1st day of each month beginning on December 1, 2001. 888888

Late Charge: If payment is late, you will be charged 10% of payment.

Interest is calculated for the actual number of days that the Principal is outstanding based on a [ ] 360 [x] 365 day year:

**SECURITY INTEREST:** As security for the prompt payment as and when due of all amounts due under this Note, including any renewals, extensions and/or modifications thereof, together with all other existing and future liabilities and obligations of Debtor, or any of them, to Lender, whether absolute or contingent, of any nature whatsoever and out of whatever transactions arising (hereinafter collectively referred to as the "Liabilities"), in addition to any other security agreement or document granting Lender any rights in any of Obligor's ("Obligo"), as used herein, shall include Debtor and all other persons liable, either absolutely or contingently, on the Liabilities, including endorsers, sureties and guarantors property for the purpose of securing the Liabilities. Obligor acknowledges Lender's right of set-off and further hereby grants to Lender a lien and security interest in and to all property of Obligor, or any of them, which at any time Lender shall have in its possession, or which is in transit to it, including, without limitation, any balance or share belonging to Obligor, or any of them, of any deposit, agency, trust, escrow or other account or accounts with Lender and any other amounts which may be owing from time to time by Lender to Obligor, or any of them. Said lien and security interest shall be independent of Lender's right of set-off, which, if exercised, shall be deemed to occur at the time Lender first restricts access of Obligor to property in Lender's possession, although such set off may be entered upon Lender's books and records at a later time.

If checked, Debtor agrees that this Note is a renewal of the Promissory Note dated March 1, 1999, and that, whether or not additional funds are advanced herewith, this Note is not intended to create a totally new debt. If Lender was given a purchase money or other security interest in connection with the prior Promissory Note, that security interest shall be retained by Lender in connection with this Note.

**UNCONDITIONAL LIABILITY:** Obligor's liability shall be unconditional and without regard to the liability of any other Obligor, and shall not be affected by any indulgence, extension of time, renewal, waiver or modification of this Note, or the release, substitution and/or addition of collateral security for this Note. Obligor consents to any and all extensions of time, renewals, waivers or modifications, as well as to the release, substitution or addition of Obligors and/or collateral security, without notice to Obligor and without affecting Obligor's liability hereunder or under the Liabilities.

This Note is entitled to the benefits of any loan agreement(s), surety and/or guaranty agreement(s), security agreement(s), mortgage(s), assignment(s) and/or other such loan documents (referred to as the "Loan Documents") issued in connection with the Liabilities, whether executed previous to or concurrently with, or to be executed subsequent to, this Note, and which may be amended, modified, replaced or substituted without affecting in any way the validity or enforceability of this Note.

**EVENTS OF DEFAULT:** Each of the following shall be an "Event of Default" hereunder: (1) the nonpayment when due, or if this is a demand obligation, upon demand, of any amount payable under this Note or of any amount when due under or on any of the Liabilities, or the failure of any Obligor to observe or perform any agreement of any nature whatsoever with Lender, including, but not limited to, those contained in the Loan Documents; (2) if any Obligor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against any Obligor under any provision of any state or federal law or statute alleging that such Obligor is insolvent or unable to pay debts as they mature or under any provision of the Federal Bankruptcy Code; (3) the entry of any judgment against any Obligor on any of Obligor's property which remains unsatisfied for fifteen (15) days; (4) the issuing of any attachment, levy or garnishment against any property of any Obligor; (5) the occurrence of any substantial change in the financial condition of any Obligor which, in the sole, reasonable good faith judgment of Lender is materially adverse; (6) the sale of all or substantially all of the assets, or change in ownership, or the dissolution, liquidation, merger, consolidation or reorganization of any Obligor which is a corporation or partnership, without the express prior written consent of Lender; (7) the death, incarceration or adjudication of legal incompetence of any Obligor who is a natural person; (8) if any information or signature furnished to Lender by any Obligor at any time in connection with any of the Liabilities, or in connection with any guaranty or surety agreement applicable to any of the Liabilities, is false or incorrect; or (9) the failure of any Obligor to timely furnish to Lender such financial and other information as Lender may reasonably request or require.

**LENDER'S RIGHTS UPON DEFAULT:** Notwithstanding anything to the contrary contained herein or

elsewhere, or the fact that Debtor may be required to make Principal and/or interest payments from time to time, if this Note is payable upon demand, Lender may demand payment of all outstanding Principal and accrued interest at any time, whether or not an Event of Default shall have occurred. In any event, upon the occurrence of any Event of Default, Lender may do any or all of the following:

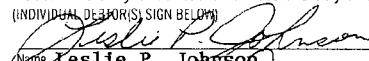
- (1) accelerate the maturity of this Note and demand immediate payment of all outstanding Principal and accrued interest. Debtor agrees to pay interest at the rate provided in this Note on all such sums until Lender has actually received payment in full thereof, even if Lender has obtained judgment against Debtor therefor.
- (2) pursuant to the Warrant of Attorney contained herein, confess judgment against Debtor, or any of them, if more than one.
- (3) exercise Lender's right of set-off and all of the rights, privileges and remedies of a secured party under the Pennsylvania Uniform Commercial Code and all of its rights and remedies under any security agreement, pledge agreement, assignment, mortgage, power, this Note or any other note, or other agreement, instrument or document issued in connection with or arising out of any of the Liabilities, all of which remedies shall be cumulative and not alternative. The net proceeds of any collateral held by Lender as security for any of the Liabilities shall be applied first to the expenses of Lender in preparing the collateral for sale, selling and the like, including, without limitation, reasonable attorney's fees and expenses incurred by Lender (including fees and expenses of any litigation incident to any of the foregoing), and second, in such order, as Lender may, in its sole discretion, elect, to the complete satisfaction of all of the Liabilities together with all interest thereon. Obligor waives and releases any right to require Lender to collect any of the Liabilities to Lender from any other collateral under any theory of marshalling of assets or otherwise, and specifically authorizes Lender to apply any collateral in which Obligor has any right, title or interest against any of the Obligor's Liabilities to Lender in any manner that Lender may determine.
- (4) Upon five (5) days written notice to Debtor, begin accruing interest, addition to the interest provided for above, if any, at a rate not to exceed four percent (4%) per annum on the unpaid Principal balance; provided, however, that no interest shall accrue hereunder in excess of the maximum amount of interest then allowed by law. Debtor agrees to pay such accrued interest upon demand.

**WARRANT OF ATTORNEY:** Debtor, and each of them if more than one, hereby irrevocably authorizes and empowers any Attorney or any Clerk of any court of record prior to, upon or after the occurrence of any Event of Default, as specified above, to appear for and confess judgment against Debtor, or any of them, (a) for such sums as are due and/or may become due on the Liabilities, and/or (b) in any action or replevin instituted by Lender to obtain possession of any collateral securing this Note or securing any of the Liabilities, in either case with or without declaration, with costs of suit, without stay of execution and with an amount not to exceed fifteen percent (15%) of the unpaid principal amount of such judgment, but not less than One Thousand Dollars (\$1,000.00), added for attorney's collection fees. Debtor: (1) waives the right of inquisition on any real estate levied on, voluntarily condemns the same, authorizes the Prothonotary or Clerk to enter upon the Writ of Execution sale, voluntary condemnation and agrees that said real estate may be sold on a Writ of Execution; (2) to the extent permitted by law, waives and releases all relief from all appraisement, stay, exemption or appeal laws of any state now in force or hereafter enacted; and (3) releases all errors in such proceedings. If a copy of this Note, verified by affidavit by or on behalf of Lender shall have been filed in such action, it shall not be necessary to file the original Note as a Warrant of Attorney. The authority and power to appear for and enter judgment against Debtor shall not be exhausted by the initial exercise thereof, and the same may be exercised, from time to time, as often as Lender shall deem necessary and desirable, and this Note shall be a sufficient Warrant therefore. Lender may enter one or more judgments in the same or different counties for all or part of the Liabilities, without regard to whether judgment has been entered on more than one occasion for the same Liabilities. In the event any judgment entered against Debtor hereunder is stricken or opened upon application by or on Debtor's behalf for any reason whatsoever, Lender is hereby authorized and empowered to again appear for and confess judgment against Debtor or any of them; subject, however, to the limitation that such subsequent entry or entries of judgment by Debtor may only be done to cure any errors in prior proceedings, only and to the extent that such errors are subject to cure in the later proceedings.

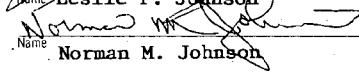
THE PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS NOTE.

Debtor has duly executed this Note the day and year first above written and has hereunto set Debtor's hand and seal.

(INDIVIDUAL DEBTOR(S) SIGN BELOW)

 (SEAL)

Name Leslie P. Johnson

 (SEAL)

Name Norman M. Johnson

Name \_\_\_\_\_ (SEAL)

BANCONSUMER FORM PA 170 (Rev. 12/85.)

(CORPORATION OR PARTNERSHIP DEBTOR(S) SIGN BELOW)

Name of Corporation or Partnership \_\_\_\_\_

By: \_\_\_\_\_ Name and Title \_\_\_\_\_ (SEAL)

Attest: \_\_\_\_\_ Name and Title \_\_\_\_\_ (CORPORATE SEAL)

©1997 BANCONSUMER SERVICE, INC.

Exhibit "C"

**PREPAYMENTS:** Unless otherwise agreed to in writing by Debtor, this Note may be prepaid, in whole or in part, at any time without penalty. However, if the Principal of this Note is repayable in installments, any such prepayments shall be applied first to accrued interest to the date of prepayment and then on account of the last remaining unpaid Principal payment to become due, and the number of installments on due hereunder shall be correspondingly reduced. No such prepayments shall reduce the amounts of the scheduled installments nor relieve Debtor from paying a scheduled installment on each installment payment date until all Principal due together with accrued interest thereon has been paid in full.

**DISBURSEMENT OF PROCEEDS:** Each Debtor hereby represents and warrants to Lender that the disbursement of the Principal of this Note, or any portion thereof, to any one or more Debtors, shall conclusively be deemed to constitute disbursement of such Principal to and for the benefit of all Debtors.

**RIGHT TO COMPLETE NOTE:** Lender may at any time and from time to time, without notice to any blank spaces according to the terms upon which Lender has granted such loan; and (3) cause the signature of one or more persons to be added as additional Debtors without in any way affecting or limit the liability of the existing Obligors to Lender.

**MISCELLANEOUS:** Debtor hereby waives protest, notice of protest, presentment, dishonor, notice of dishonor and demand. Debtor hereby waives and releases all errors, defects and imperfections in any

**Law Governing - Exclusive Venue - Statute of Limitations:**

Any contract resulting from this Promissory Note shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Public Credit, LLC in a state other than Pennsylvania. Any suit by Borrower for breach of any resulting contract for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date of the cause of action accrues or be forever barred. Any suit by Borrower must be brought in the United States District Court for the Western District of Pennsylvania or any proper Pennsylvania State Court located in the Jefferson County, Pennsylvania.

proceeding instituted by Lender under the terms of this Note. Debtor agrees to reimburse Lender for costs, including court costs and reasonable attorney's fees of 15% (but in no event less than \$1,000) hereof. If this Note bears interest at a rate based on the reference rate designated by Lender or otherwise from time to time as the Prime Rate, Base Rate, or otherwise, or the Discount Rate in effect from time to time as set by the Federal Reserve Bank in whose district the Lender is located, changes in the rate of Federal Reserve Bank announces changes in its Discount Rate, as applicable. The rights and privilege warranties and agreements of Obligor made in connection with this Note shall bind Obligor's personal representatives, heirs, successors and assigns. All representations, heirs, successors and assigns. If any provision of this Note shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. The waiver of any Event of Default or the failure of Lender to exercise any right or remedy to which it may be entitled shall not be deemed a waiver of any subsequent Event of Default or of Lender's right to exercise that or any other right or remedy to which Lender is entitled. This Note has been delivered to and accepted by Lender in, and shall be governed by the laws of, the Commonwealth of Pennsylvania, unless federal law otherwise applies. The parties agree to the jurisdiction of the federal and state courts located in Pennsylvania in connection with any matter arising hereunder, including the collection and enforcement hereof.

# Guaranty and Suretyship Agreement

THIS GUARANTY AND SURETYSHIP AGREEMENT is made the 30<sup>th</sup> day of October, 2001 by Johnson Brothers Coal Company, Inc. ("Guarantor") in favor of Public Credit, LLC ("Lender"), to secure obligations of Leslie P. Johnson and Norman M. Johnson ("Borrowers").

Lender has made a Loan (the "Loan") in the amount of Three Hundred Seventy Five Thousand Eight Hundred Thirty One and 25/100 (\$375,831.25) Dollars, which Loan is evidenced by Borrower's Promissory Note (the "Note") of even date herewith. The Note is secured by a Security Agreement and UCC-1 Financing Statements ("Security Agreement") of even date from Borrower and Guarantor to Lender encumbering certain personal property. As an inducement to Lender to accept the Note and to make the Loan to Borrower, Guarantor has agreed to execute and deliver this Guaranty.

NOW THEREFORE, in consideration of making of the Loan by Lender to Borrower, and intending to be legally bound, Guarantor hereby agrees as follows:

1. In order to secure payment of the Note by Borrower, and the payment and performance of all other obligations of Borrower under the Note and the Security Agreement, Guarantor, jointly and severally, hereby irrevocably and unconditionally guarantees to Lender, and becomes surety to Lender for, the due and punctual payment and performance of all the obligations of Borrower, now existing or hereafter at any time or times incurred under the Note, or under any renewals, extensions or modifications thereof such obligations hereinafter are referred to individually as "Obligation" and collectively as "Obligations".
2. If any Obligation is not paid or performed by Borrower punctually when due, including, without limitation, any Obligation due by acceleration, Guarantor will upon Lender's demand, immediately pay or perform such Obligation. Guarantor will pay to Lender, upon demand, all costs and expenses including, without limitation, reasonable attorneys' fees, which may be incurred by Lender in the collection or enforcement of the Obligations or of Guarantor's obligations under the Guaranty.
3. Guarantor hereby waives notice of acceptance of this Guaranty and any notice of default by Borrower with respect to the Obligations, and consents and agrees that Lender may at any time, and from time to time, in its sole discretion (a) extend or change the time of payment, and/or the manner, place or terms of payment, and/or the time, manner, place or terms of performance of all or any part of the Obligations, (b) settle or compromise with Borrower or others liable thereunder all or any part of the Obligations, and (c) take or refrain from taking such action as Lender may, in its sole discretion, deem to be in its best interest with respect to the Obligations, all in such manner and upon such terms as Lender may deem fit and without notice to or further assent from Guarantor, who hereby

agrees to be and remain bound upon this Guaranty for the balance of the obligations, notwithstanding any such extension, change, settlement, compromise, surrender, release, renewal, extension or other action.

4. Guarantor agrees that no promises, representations, agreements, conditions or covenants have been made relating to this Guaranty other than those contained herein, and that no modification of the terms hereof shall be binding on Lender unless in writing signed by Lender. Guarantor further agrees to provide Lender promptly with such information pertaining to Guarantor's financial condition as may reasonably be requested by Lender from time to time.
5. Guarantor hereby authorizes and empowers any attorney of any court of record within the United States of America or elsewhere to appear for Guarantor in such Court and, with or without complaint filed, confess judgment, or a series of judgments, so often as any such default shall be made, against Guarantor in favor of Lender for the unpaid sums due, together with interest thereon, costs of suit and any attorney's commission for collection of ten (10%) percent of such sums due or Two Thousand Five Hundred and No/100 (\$2,500.00), whichever is the greater amount, on which judgment or judgments one or more executions may issue forthwith. Such authority and power shall not be exhausted by any exercise thereof, and judgment any be confessed as aforesaid from time to time, as often as there is occasion therefor, and for doing so, this Guaranty or a copy verified by affidavit shall be sufficient warrant. Guarantor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time for payment, agrees to the condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now or hereafter may be exempted by law.
6. This Guaranty shall bind Guarantor and Guarantor's heirs, executors, administrators and assigns, and the benefits hereof shall inure to Lender, its successors and assigns.
7. This Guaranty shall terminate and be of no further force or effect upon the payment and performance in full of all of the Obligations of Borrower under the Note provided that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of any of the Obligations is rescinded or must otherwise be returned by Lender upon the bankruptcy, reorganization or similar proceeding of relief of Borrower under state or federal law, all as though such payment had not been made.
8. If more than one Guarantor shall execute this Guaranty, then this Guaranty shall be the joint and several obligation of such Guarantors, and shall not be revoked or impaired as to one by the death or bankruptcy of any other or by the revocation or release from any obligations hereunder of any Guarantor.
9. This Guaranty is an instrument of suretyship and not merely a guaranty. Should Borrower at any time be in default under any obligation beyond any applicable notice and cure period, if any, Lender may proceed directly and immediately under this Guaranty

against the Guarantor, both jointly and severally, to the full extent of the amount or performance with respect to such obligation, without first being required to proceed against Borrower or any other person or entity, or against any other security for Borrower's obligations to Lender. The Guaranty and Surety contained in this Guaranty is absolute and unconditional, primary, direct and immediate, and shall be valid and binding upon Guarantor regardless of any invalidity, defect or unenforceability of or in the Note any action or inaction by Lender, or any other circumstance which might otherwise constitute a defense available to, or a discharge or release of, Borrower, or a Guarantor, by operation of law.

10. If a provision of this Guaranty is found by a court of competent jurisdiction to be prohibited or unenforceable, such provision shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision nor the other provisions hereof, all of which shall be construed in favor of Lender in order to effect the provisions of this Guaranty.
11. This Guaranty shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

ATTEST:

Norman M. Johnson - Sec.  
Norman M. Johnson, Secretary

GUARANTOR: Johnson Brothers Coal  
Company, Inc.

Leslie P. Johnson President  
Leslie P. Johnson, President

# SECURITY AGREEMENT

MADE the 30th day of October, two thousand and one.

BETWEEN **Johnson Brothers Coal Company, Inc., Leslie P. Johnson and Norman M. Johnson**, whose place of business is R D #1 Box 580, Mahaffey, Pennsylvania 15767, hereinafter called DEBTORS;

A  
N  
D

**Public Credit, LLC**, whose address is P.O. Box 220, Brockway, Pennsylvania 15824, hereinafter with its successors and assigns called the Secured Party;

**NOW, THEREFORE**, for an in consideration of the loan and other goods and valuable consideration and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

That to secure the repayment of the sum of Three Hundred Seventy Five Thousand Eight Hundred Thirty One and 25/100 Dollars (\$375,831.25), with interest at the annual rate of twelve percent (12.0%), evidenced by a Note of Leslie P. Johnson and Norman M. Johnson to the Secured Party, of even date herewith, Debtors hereby bargain, sell and convey to Secured Party, its successors and assigns the following described personal property herein called collateral, as well as future additions and supplements to said collateral in which Debtors shall acquire an interest within said period of the Promissory Note (which property, together with replacements, additions and supplements thereto are sometimes hereinafter called "collateral"), namely:

- (1) Cat D9HCrawler Tractor, S/N 90V7006
- (1) Cat 627 Motor Scraper, S/N 54K880
- (1) TA35 Terex 35 Ton Articulated Truck, S/N 7761068
- (1) TA35 Terex 35 Ton Articulated Truck, S/N 7761067

Complete with all present and future attachments, accessories, replacement parts, repairs, additions, and proceeds thereof.

This Security Agreement is executed under and pursuant to the Act of the General Assembly of the Commonwealth of Pennsylvania, 1979, November 1, P.L. 255, Act No. 86, 1, Division 9., Uniform Commercial Code - Secured Transaction, 13 P.C.S.A. 9101-9507, as variously amended, and it is intended that the same shall be subject to all the provisions, rights and powers conferred upon the Secured Party by this action.

This Security Agreement shall include replacements, additions or supplements to any of the collateral herein described and shall also cover the proceeds from the sale of any and all of the collateral.

Any further advances to be made by the Secured Party, at its option in the manner hereinabove set forth shall be secured by this Security Agreement equally and to the same extent as the amount originally advanced by the Secured Party to the Debtors on the Security of this Security Agreement, and all such future advances shall be a lien upon the property hereinabove described from the time of recording of this Security Agreement.

This Security Agreement shall also include any chattel or chattels of any kind or description of the same class of those above described acquired by the Debtors, subsequent to the execution of this Security Agreement.

Debtors warrant, covenant and agree with the Secured Party, its successors and assigns as follows (1.) That Debtors alone has clear title to the property hereby secured; (2.) That Debtors will not remove or permit the removal of any part of the collateral from the described premises or sell or encumber said property without the written consent of Secured Party except as same becomes obsolete; (3.) That Debtors will care for said collateral in a proper and careful manner; (4.) That Debtors will permit inspection of collateral at any time; (5.) That Debtors will not ask for the benefits of any bankruptcy or insolvency law and will pay when due all rents, taxes, assessments, levies, charges or any liens whatsoever affecting the collateral in any way; (6.) That Debtors will keep the collateral insured, payable to Secured Party and pay all premiums when due; (7.) That Debtors will pay when due the debt and all future advancements hereby secured, whether evidenced by notes, bonds or renewals thereof or otherwise plus any interest due, and perform all conditions and terms hereof; (8.) That upon the death of Debtors, whereupon any breach of any warrants, covenants or terms hereof of all obligations hereunder are secured or evidenced by the said notes or otherwise, may in the option of the Secured Party be declared immediately due and payable; (9.) That Debtors hereby waives all notices and all exceptions and should this Security Agreement be placed in the hands of any attorney to foreclose, agrees to pay all costs incurred but not to exceed ten percent (10%) of the unpaid principal and interest as Attorney fees or Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), whichever is the smaller amount, and ; (10.) That should the Secured Party pay any rents, taxes, expenses, levies, charges or liens whatsoever, affecting said property, including insurance premiums, repairs or maintenance, they shall become part of the Secured Debt and be recoverable hereunder with interest.

In the event any of the collateral shall be injured or destroyed without fault of Debtors, such injury or destruction shall at the option of Secured Party, constitute a default under the terms of this Security Agreement.

If Debtors, without the consent of Secured Party, shall substantially injure any part of the collateral or conceal or purport to sell or otherwise dispose of any part of the collateral under claim of full ownership, or otherwise by his willful act or willful neglect substantially impair the value of the collateral, such actions shall, at the option of the Secured Party, constitute a default under the terms hereof.

Debtors shall be entitled to retain possession of the collateral until default under the terms hereof.

The breach of any warranty, covenant or agreements herein contained shall constitute a default. Upon a default being made or, at the option of Secured Party, being declared, then Secured Party, its successors or assigns, or the duly authorized attorney, or agent of said Secured Party, its successors and assigns, shall have the right, with or without process of law, immediately to take possession of the collateral, and to do all things necessary to preserve the same, and after due notice, to sell, lease or otherwise dispose of any or all of the collateral at public or private proceedings, any expense incurred in connection therewith shall be included in and secured by the lien of this Security Agreement and the Security Agreement may be foreclosed by any of the methods authorized by law for the foreclosure of a mortgage, including the entry of judgment on the bond or bonds secured hereby, and the collateral sold in the same manner as authorized by the laws of this Commonwealth in the case of personal property sold under execution returning the over-plus (if any) to the Debtors; and Debtors will still remain liable for any amount so unpaid.

**PROVIDED**, however, that, if Debtors shall pay the debt and future advances hereby secured and shall faithfully perform all the warranties, covenants, agreements and conditions herein and of the aforesaid Bonds or renewals thereof, then these presents shall be void.

**IN WITNESS WHEREOF**, Debtors has hereunto set his/her hand and seal the day and year first above written.

Singed, sealed and delivered in the presence of:

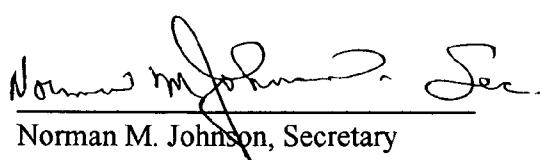
Public Credit, LLC



Peter C. Varischetti, Manager

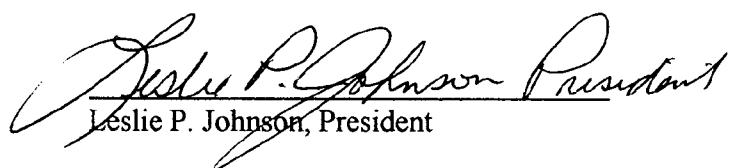
ATTEST:

DEBTORS: Johnson Brothers Coal  
Company, Inc.



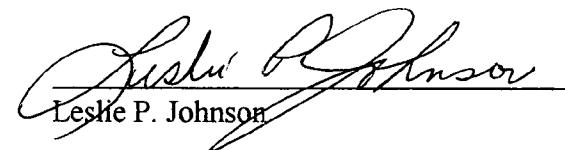
Norman M. Johnson Sec.

Norman M. Johnson, Secretary



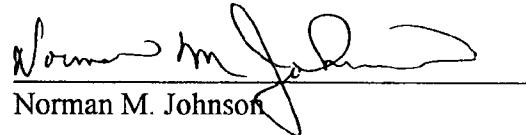
Leslie P. Johnson President

Leslie P. Johnson, President



Leslie P. Johnson

Leslie P. Johnson



Norman M. Johnson

Norman M. Johnson

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
UNIFORM COMMERCIAL CODE  
P.O. BOX 8721  
HARRISBURG, PA 17105-8721

PUBLIC CREDIT LLC  
PO BOX 220  
BROCKWAY PA 15824

DEBTOR:

JOHNSON, LESLIE P  
RD 1 BOX 580  
MAHAFFEY, PA 15757

JOHNSON, NORMAN M  
RR 3 BOX 425  
GRAMPIAN, PA 16868

SECURED PARTY:

Exhibit "E(1)"

PUBLIC CREDIT LLC  
PO BOX 220  
BROCKWAY, PA 15824

EFFECTIVE DATE: APRIL 19, 2000 AT 09:09 AM

FINANCING STATEMENT NUMBER: 31520940

## PARTIES

Debtor name (last name first if individual) and mailing address:

JOHNSON, LESLIE P.

R D #1 BOX 580

MAHAFFEY, PA 15757

1

Debtor name (last name first if individual) and mailing address:

JOHNSON, NORMAN M.

R R #3 BOX 425

GRAMPIAN, PA 16868

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

PUBLIC CREDIT, LLC

P O BOX 220

BROCKWAY, PA 15824

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) —

- a.  acquired after a change of name, identity or corporate structure of the Debtor.
- b.  as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania —
  when the collateral was moved to this county.
- when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction —
  when the collateral was moved to Pennsylvania.
- when the Debtor's location was moved to Pennsylvania.
- e.  which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

4

## FINANCING STATEMENT

Uniform Commercial Code Form UCC-1

IMPORTANT: Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer) Date, Time, Filing Office (stamped by filing officer):

5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

 Secretary of the Commonwealth. Prothonotary of \_\_\_\_\_ County. real estate records of \_\_\_\_\_ County.

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

## COLLATERAL

Identify collateral by item and/or type:

- (1) KOBELCO 916 LC MARK II EXCAVATOR, S/N YS00305
- (1) VOLVO A25 ARTICULATED TRUCK, S/N 4752
- (1) VOLVO A25 ARTICULATED TRUCK, S/N 6105
- (1) CAT D9H CRAWLER TRACTOR, S/N 90V7006
- (1) CAT 627 MOTOR SCRAPER, S/N 54K880

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS, AND PROCEEDS THEREOF.

9

 (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)) —

- a.  crops growing or to be grown on —
- b.  goods which are or are to become fixtures on —
- c.  minerals or the like (including oil and gas) as extracted on —
- d.  accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:

Described at: Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

## DEBTOR SIGNATURE(S)

Debtor Signature(s):

LESLIE P. JOHNSON

1 

NORMAN M. JOHNSON

1a 

1b

11

RETURN RECEIPT TO:

PUBLIC CREDIT, LLC  
P O BOX 220  
BROCKWAY, PA 15824

4

12

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
UNIFORM COMMERCIAL CODE  
P.O. BOX 8721  
HARRISBURG, PA 17105-8721

PUBLIC CREDIT LLC  
PO BOX 220  
BROCKWAY PA 15824

DEBTOR:

JOHNSON, LESLIE P  
RD 1 BOX 580  
MAHAFFEY, PA 15757

Exhibit "E(2)"

JOHNSON, NORMAN M  
RR 3 BOX 425  
GRAMPIAN, PA 16868

SECURED PARTY:

PUBLIC CREDIT LLC  
PO BOX 220  
BROCKWAY, PA 15824

EFFECTIVE DATE: NOVEMBER 19, 2001 AT 03:42 PM

ORIGINAL FINANCING STATEMENT NUMBER: 31520940

AMENDMENT MICROFILM NUMBER: 34600676

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Melissa Beatty (814) 265-1441, ext 831

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Public Credit, LLC  
P O Box 220  
Brockway, PA 15824

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

31520940 Filed April 19, 2000

1b. This FINANCING STATEMENT AMENDMENT is  
to be filed (or record) (or recorded) in the  
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

7d. TAX ID #: SSN OR EIN  ADDL INFO RE ORGANIZATION  
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

Please add the following Collateral to the Original Financing Statement:

- (1) TA35 Terex 35 Ton Articulated Truck, S/N 7761068
- (1) TA35 Terex 35 Ton Articulated Truck, S/N 7761067

Complete with all present and future attachments, accessories, replacement parts, repairs, additions, and proceeds thereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

Public Credit, LLC

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

#1422 Norman and Leslie Johnson

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
UNIFORM COMMERCIAL CODE  
P.O. BOX 8721  
HARRISBURG, PA 17105-8721

PUBLIC CREDIT LLC  
MELISSA BEATTY  
PO BOX 220  
BORCKWAY PA 15824

DEBTOR:

JOHNSON, LESLIE P  
RD 1 BOX 580  
MAHAFFEY, PA 15757

JOHNSON, NORMAN M  
RR 3 BOX 425  
GRAMPIAN, PA 16868

SECURED PARTY:

PUBLIC CREDIT LLC  
PO BOX 220  
BROCKWAY, PA 15824

Exhibit "E(3)"

EFFECTIVE DATE: DECEMBER 10, 2001 AT 12:51 PM

ORIGINAL FINANCING STATEMENT NUMBER: 31520940

AMENDMENT MICROFILM NUMBER: 34690690

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

Melissa Beatty (814) 265-1441, ext. 831

## B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Public Credit, LLC  
 P O Box 220  
 Brockway, PA 15824

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 1a. INITIAL FINANCING STATEMENT FILE #

31520940

1b. This FINANCING STATEMENT AMENDMENT is  
 to be filed (or record) (or recorded) in the  
 REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.				
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.				
<input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7q (if applicable).				
6. CURRENT RECORD INFORMATION:				
OR <input type="checkbox"/> 6a. ORGANIZATION'S NAME				
OR <input type="checkbox"/> 6b. INDIVIDUAL'S LAST NAME <input type="checkbox"/> FIRST NAME <input type="checkbox"/> MIDDLE NAME <input type="checkbox"/> SUFFIX				
7. CHANGED (NEW) OR ADDED INFORMATION:				
OR <input type="checkbox"/> 7a. ORGANIZATION'S NAME				
OR <input type="checkbox"/> 7b. INDIVIDUAL'S LAST NAME <input type="checkbox"/> FIRST NAME <input type="checkbox"/> MIDDLE NAME <input type="checkbox"/> SUFFIX				
7c. MAILING ADDRESS <input type="checkbox"/> CITY <input type="checkbox"/> STATE <input type="checkbox"/> POSTAL CODE <input type="checkbox"/> COUNTRY				
7d. TAX ID #: SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
<input type="checkbox"/> NONE				

## 8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

Please add the following Collateral to the Original Financing Statement:

- (1) TA35 Used Terex 35 Ton Articulated Truck, S/N 7761068  
 (1) TA35 Used Terex 35 Ton Articulated Truck, S/N 7761067

Complete with all present and future attachments, accessories, replacement parts, repairs, additions, and proceeds thereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

OR <input type="checkbox"/> 9a. ORGANIZATION'S NAME Public Credit, LLC	
OR <input type="checkbox"/> 9b. INDIVIDUAL'S LAST NAME <input type="checkbox"/> FIRST NAME <input type="checkbox"/> MIDDLE NAME <input type="checkbox"/> SUFFIX	

10. OPTIONAL FILER REFERENCE DATA

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
UNIFORM COMMERCIAL CODE  
P.O. BOX 8721  
HARRISBURG, PA 17105-8721

PUBLIC CREDIT LLC  
PO BOX 220  
BROCKWAY PA 15824

DEBTOR:

JOHNSON BROTHERS COAL INC  
RR 1 BOX 580  
MAHAFFEY, PA 15767

SECURED PARTY:

PUBLIC CREDIT LLC  
PO BOX 220  
BROCKWAY, PA 15824

EFFECTIVE DATE: NOVEMBER 19, 2001 AT 03:42 PM

ORIGINAL FINANCING STATEMENT NUMBER: 25210139

AMENDMENT MICROFILM NUMBER: 34600677

Exhibit "E(4)"

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

Melissa Beatty (814) 265-1441, ext. 831

## B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Public Credit, LLC  
 P O Box 220  
 Brockway, PA 15824

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 1a. INITIAL FINANCING STATEMENT FILE #

25210139

This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

## 6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

## 7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME				
OR				
7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any

 NONE

## 8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

Please add the following Collateral to the Original Financing Statement

- (1) TA35 Used Terex 35 Ton Articulated Truck, S/N 7761068
- (1) TA35 Used Terex 35 Ton Articulated Truck, S/N 7761067

Complete with all present and future attachments, accessories, replacement parts, repairs, additions, and proceeds thereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
OR			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

## 10. OPTIONAL FILER REFERENCE DATA

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
UNIFORM COMMERCIAL CODE  
P.O. BOX 8721  
HARRISBURG, PA 17105-8721

PUBLIC CREDIT CO  
PO BOX 220  
BROCKWAY, PA 15824

DEBTOR:

JOHNSON BROTHERS COAL INC  
RR 1 BOX 580  
MAHAFFEY, PA 15767

SECURED PARTY:

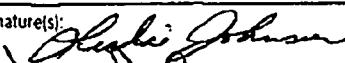
PUBLIC CREDIT CO  
PO BOX 220  
BROCKWAY, PA 15824

EFFECTIVE DATE: FEBRUARY 29, 1996 AT 10:42 AM

FINANCING STATEMENT NUMBER: 25210139

Exhibit "E(5)"

PARTIES	
Debtor name (last name first if individual) and mailing address:  Johnson Brothers Coal Inc. R.R. #1 Box 580 Mahaffey, Pa 15767	
1 Debtor name (last name first if individual) and mailing address	
ia Debtor name (last name first if individual) and mailing address	
1b Secured Party name(s) (last name first if individual) and address for security interest information:  Public Credit Company PO Box 220 Brockway, Pa 15824	
2 Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	
2a Special Types of Parties (check if applicable):	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility	
3 SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) —	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor b. <input type="checkbox"/> as to which the filing has lapsed. c. <input type="checkbox"/> already subject to a security interest in another county in Pennsylvania — <input type="checkbox"/> when the collateral was moved to this county <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county. d. <input type="checkbox"/> already subject to a security interest in another jurisdiction — <input type="checkbox"/> when the collateral was moved to Pennsylvania <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania. e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above):  _____ _____ _____	
4	

FINANCING STATEMENT	
Uniform Commercial Code Form UCC-1 IMPORTANT — Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):  25210139	Date, Time, Filing Office (stamped by filing officer): 55 FEB 29 AM 10:42 PA DEPT OF STATE
5 This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):	
<input checked="" type="checkbox"/> Secretary of the Commonwealth <input type="checkbox"/> Prothonotary of _____ County. <input type="checkbox"/> real estate records of _____ County.	
6 Number of Additional Sheets (if any): 1	
7 Optional Special Identification (Max. 10 characters):	
8 COLLATERAL	
Identify collateral by item and/or type:  See Attachment	
9 <input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)) —	
a. <input type="checkbox"/> crops growing or to be grown on — b. <input type="checkbox"/> goods which are or are to become fixtures on — c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on — d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —	
the following real estate: Street Address: Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet.	
Name of record owner (required only if no Debtor has an interest of record):  10 DEBTOR SIGNATURE(S)	
Debtor Signature(s):   I,  Johnson Brothers Coal Inc. Title _____	
1a _____	
1b _____	
11 RETURN RECEIPT TO:  Public Credit Company PO Box 220 Brockway, Pa 15824	
12	

ATTACHMENT

25210140

- ✓ (1) Cat D9L Crawler Tractor (S/N 14Y1307)
- ✓ (1) Cat 769 Rock Truck (S/N 99F1881)
- ✓ (1) T133 Thomas Skid Steer Loader (S/N LE0005971)
- ✓ (1) Cat 769 Rock Truck (S/N 99F5278)
- ✓ (1) Cat D9H Crawler Tractor (S/N 90V7006)
- ✓ (1) Cat 988A Rubber Tired Loader (S/N 87A5566)
- ✓ (1) Cat 627 Motor Scraper (S/N 54K880)

Complete with all Present and Future Attachments, Accessories,  
Replacement Parts, Repairs, Additions and Proceeds Thereof.

✓

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
UNIFORM COMMERCIAL CODE  
P.O. BOX 8721  
HARRISBURG, PA 17105-8721

PUBLIC CREDIT LLC  
PO BOX 220  
BROCKWAY PA 15824

DEBTOR:

JOHNSON BROTHERS COAL INC  
RR 1 BOX 580  
MAHAFFEY, PA 15767

SECURED PARTY:

PUBLIC CREDIT LLC  
PO BOX 220  
BROCKWAY, PA 15824

EFFECTIVE DATE: NOVEMBER 20, 2000 AT 10:52 AM

ORIGINAL FINANCING STATEMENT NUMBER: 25210139

CONTINUATION MICROFILM NUMBER: 33311763

**PARTIES**

Debtor name (last name first if individual) and mailing address:

**JOHNSON BROTHERS COAL INC.**  
**R R #1 BOX 580**  
**MAHAFFEY, PA 15767**

1

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

1a

**FINANCING STATEMENT CHANGE**  
**Uniform Commercial Code Form UCC-3**  
**IMPORTANT: Please read instructions on**  
**reverse side of page 4 before completing**

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

5

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

 Secretary of the Commonwealth. Prothonotary of \_\_\_\_\_ County. Real Estate Records of \_\_\_\_\_ County. 6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

**ORIGINAL FINANCING STATEMENT BEING CHANGED**This Financing Statement Change relates to an original Financing Statement No. 25210139 filed with the: Secretary of the Commonwealth on (date) FEBRUARY 29, 1996 Prothonotary of \_\_\_\_\_ County on (date) \_\_\_\_\_ Real Estate Records of \_\_\_\_\_ County on (date) \_\_\_\_\_

9

**DESCRIPTION OF FINANCING STATEMENT CHANGE** Continuation - The original Financing Statement identified above is still effective. Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above. Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above. Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above. Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

1b  
Secured Party(ies) of Record name(s) (last name first if individual) and address for security interest information:

**PUBLIC CREDIT COMPANY NOW KNOWN AS**  
**PUBLIC CREDIT, LLC**  
**P O BOX 220**  
**BROCKWAY, PA 15824**

2

Special Types of Parties (check if applicable):

 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. Debtor is a Transmitting Utility.

3

**SIGNATURE(S)**

Debtor Signature(s) (only if Amendment):

RETURN RECEIPT TO:

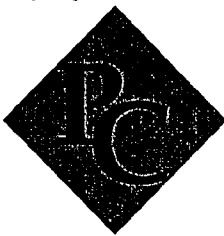
**PUBLIC CREDIT, LLC**  
**P O BOX 220**  
**BROCKWAY, PA 15824**

Secured Party Signature(s):

4

11

12



## Public Credit, LLC

P.O. Box 220  
Brockway, PA 15824

Tel. (814) 265-1441  
Fax (814) 265-8896

June 4, 2002

Exhibit "F(1)"

Mr. Leslie P. Johnson  
R D #1 Box 580  
Mahaffey, PA 15767

Dear Mr. Leslie Johnson:

According to our records you have an outstanding balance of \$43,575.80 on loan #01422 which is delinquent by 95 days.

In review of the delinquency of your account, if we do not receive payment in the amount of \$30,000.00 by June 18, 2002, we will be left with no other choice but to take legal action against you and to pursue any and all of our options and remedies as provided under the loan documentation, there are no exceptions.

The demands set forth herein are in addition to and not in lieu of any other remedies to which Public Credit may be entitled, and Public Credit expressly reserves its rights to exercise any and all remedies available to it at law or in equity.

Should you have any questions, please feel free to contact me at the number above.

Sincerely,

Peter C. Varischetti  
Manager

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only: No Insurance Coverage Provided)

OFFICE USE

Postage	\$ .34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94

Postmark: JACKSONVILLE, FL 32207-5824  
Date: 5/20/02

Sent To: Mr. Leslie Johnson  
Street, Apt. No.:  
or PO Box No.: RD #1 Box 580  
City, State, ZIP+4: Mahanay, PA 15767

PS Form 3800, January 2000  
See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Leslie Johnson  
RD #1 Box 580  
Mahanay, PA 15767

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Leslie Johnson*  Agent  Addressee

B. Received by (Printed Name)

*Leslie Johnson*  C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                   |
| <input type="checkbox"/> Registered                | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                         |

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7001 2510 0007 3710 4471

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509



## Public Credit, LLC

P.O. Box 220  
Brockway, PA 15824

Tel. (814) 265-1441  
Fax (814) 265-8896

June 4, 2002

Exhibit "F(2)"

Mr. Norman M. Johnson  
R R #3 Box 425  
Grampian, PA 15767

Dear Mr. Norman Johnson:

According to our records you have an outstanding balance of \$43,575.80 on loan #01422 which is delinquent by 95 days.

In review of the delinquency of your account, if we do not receive payment in the amount of \$30,000.00 by June 18, 2002, we will be left with no other choice but to take legal action against you and to pursue any and all of our options and remedies as provided under the loan documentation, there are no exceptions.

The demands set forth herein are in addition to and not in lieu of any other remedies to which Public Credit may be entitled, and Public Credit expressly reserves its rights to exercise any and all remedies available to it at law or in equity.

Should you have any questions, please feel free to contact me at the number above.

Sincerely,

Peter C. Varischetti  
Manager

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

4464	Postage	\$ 3.10	Postmark Here
3710	Certified Fee	2.10	
0007	Return Receipt Fee (Endorsement Required)	1.50	
2510	Restricted Delivery Fee (Endorsement Required)		
7001	Total Postage & Fees	\$ 3.74	
<p><i>Sent To</i>  <b>Mr. Norman Johnson</b>          Street, Apt. No.          or PO Box No. <b>RR #3 BOX 425</b>          City, State, ZIP+4 <b>Camplian PA 13767</b></p> <p>PS Form 3800, January 2001 <i>See Reverse for Instructions!</i></p>			

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Mr. Norman Johnson  
 RR #3 BOX 425  
 Camplian PA  
 13767*

2. Article Number  
*(Transfer from service label)*

**7001 2510 0007 3710 4464**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Norman Johnson*  Agent  Addressee

B. Received by (Printed Name)

*Norman Johnson*  C. Date of Delivery

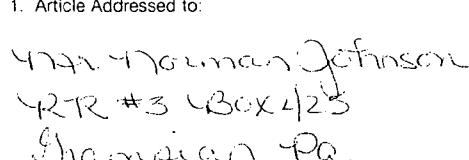
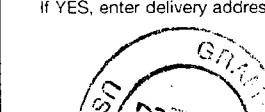
D. Is delivery address different from item 1?  Yes

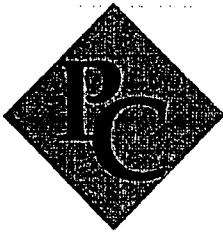
If YES, enter delivery address below:  No

- GRANGE*
3. Service Type
- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

<b>U.S. Postal Service</b>	
<b>CERTIFIED MAIL RECEIPT</b>	
<i>(Domestic Mail Only. No Insurance Coverage Provided)</i>	
Postage	\$ <u>3.21</u>
Certified Fee	<u>2.10</u>
Return Receipt Fee (Endorsement Required)	<u>1.50</u>
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ <u>3.71</u></b>
Postmark Here	

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature </p> <p>B. Received by (Printed Name) Norman Johnson</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p></p> <p></p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.   </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
2. Article Number (Transfer from service label)	7001 2510 0007 3710 4464		



## Public Credit, LLC

P.O. Box 220  
Brockway, PA 15824

Tel. (814) 265-1441  
Fax (814) 265-8896

March 08, 2002

LESLIE P JOHNSON  
R D #1 BOX 580  
MAHAFFEY, PA 15767

RE: Loan No. 1422  
R D #1 BOX 580  
MAHAFFEY, PA 15767

Dear LESLIE P JOHNSON,

Exhibit "F(3)"

A couple of weeks ago, we sent a late notice to you concerning your past due payment. We still have not received it. If there is some reason why you cannot meet your payment, please notify us by phone or letter.

If this is simply forgetfulness, please take a moment and write out a check for the total amount of \$10893.95. This represents the sum total of your current payment \$9903.59 plus a late charge of \$990.36.

If you have mailed in your payment within the last few days, please disregard this letter.

If you have any questions, please feel free to contact me at the number above.

Sincerely,

Peter C. Varischetti  
Manager



## Public Credit, LLC

P.O. Box 220  
Brockway, PA 15824

Tel. (814) 265-1441  
Fax (814) 265-8896

February 22, 2002

Leslie P. Johnson  
R D #1 Box 580  
Mahaffey, PA 15767

RE: Loan No. 1422  
R D #1 Box 580  
Mahaffey, PA 15767

Dear Mr. Johnson,

Our records indicate that the grace period for your payment has expired. It often happens that a borrower forgets a payment date from time to time.

Regardless of the circumstance, we have not received your February payment.

If you have not mailed in your payment please take a moment and write out a check for the total amount of \$10,893.95. Your check is the sum total of your current payment \$9,903.59 plus a late charge of \$990.36.

If you have mailed in your payment within the last few days, it probably crossed in the mail. In any case, a late charge is still due. When you mail in next month's payment, please include the late charge or mail us a check for the late charge.

If you have any questions, please feel free to contact me at the number above.

Sincerely,



Peter C. Varischetti  
mae

Peter C. Varischetti  
Manager

Exhibit "F(4)"

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
PLAINTIFF, )  
v. )  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

No. 03- 391 -CD

**FILED**

JAN 21 2004

William A. Shaw  
Prothonotary

**STIPULATED ORDER**

NOW THIS, 20 day of January, 2004, the parties by and through  
their counsel of record, agree and stipulate, and the same is hereby ORDERED as follows:

1. That Plaintiff, Public Credit, LLC, agrees to release operation of its lien from judgment entered in this matter to certain premises, in exchange for Defendants paying the sum of \$12,000 to plaintiff, in accordance with Exhibit "A" attached hereto;
2. That said sum shall be applied to Defendants outstanding debt to Plaintiff; and
3. As to the remaining debt owed to Plaintiff, Defendants shall:
  - (a) Pay to Plaintiff the minimum sum of \$2,000 per month until their entire obligation shall be paid in full. Said payment shall be made by the first day of each month;
  - (b) That said payment can be made, in whole or in part, in the form of the sale of clay under the following terms and conditions:
    - (i) For each ton of clay mined and hauled, by the defendants, their agents or employees, to the Green Tree Landfill facility, located in Fox Township, Elk County, Pennsylvania, defendants shall receive a \$4.00 credit; and

(ii) The clay shall be of suitable quality as determined by Plaintiff.

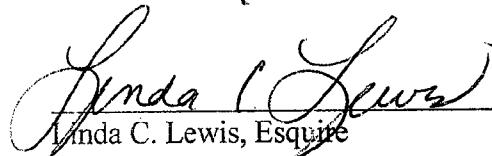
By The Court,



Judge

So agreed and stipulated,

By,



Linda C. Lewis

Linda C. Lewis, Esquire  
Attorney for Defendants  
P.O. Box 552  
Clearfield, PA 16830  
(814)-765-1601

By,



TG

Theron G. Noble, Esquire  
Attorney for Plaintiff  
301 E. Pine Street  
Clearfield, PA 16830  
(814)-375-2221

**FILED**

Rec'd U.S. Mail  
03:55 PM  
, 2004

JAN 21 2004

*CGT*

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PUBLIC CREDIT, LLC,  
A Pennsylvania Limited  
Liability Company,  
Plaintiff,

No. 03-391-CD

Real Debt, - - - \$145,108.82

vs.

Int. from

JOHNSON BROTHERS COAL CO., INC,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants.

Costs, - - - - \$

Entered and filed 05/20/03

KNOW ALL MEN BY THESE PRESENTS, that Public Credit,  
LLC, the plaintiff named in the above entitled judgment, for and  
in consideration of the sum of Twelve Thousand (\$12,000.00)  
Dollars, lawful money of the United States, to it paid by the  
defendants above named, the receipt whereof is hereby  
acknowledged, does hereby forever acquit, exonerate, discharge  
and release from the lien of the above entitled judgment, the  
following described property, to-wit:

ALL that certain lot or piece of land situate in the Township of  
Brady, Clearfield County, Pennsylvania, bounded and described as  
follows:

BEGINNING at a post; thence by lands of A. W. Lee, South 4  
degrees West 36 perches to a hemlock tree; thence by same  
lands now or formerly of A. W. Lee, North 86 degrees West  
8 perches to a post; thence still by same South 4 degrees  
West 94 perches to a chestnut stump; thence by lands now  
or formerly of Godfrey Heilburn and Henry Hartzfeld, North  
86 degrees West 56.3 perches to a post in public road;  
thence in said public road North 25-1/2 degrees West 17-  
1/2 perches to a post on public road; thence by lands of  
said Henry Hartzfeld North 86 degrees West 8.4 perches to

a stone; thence subdivision line of John J. Schaffer, North 3-1/2 degrees East 115 perches to a stone; thence by lands now or formerly of James B. England and A. W. Lee South 86 degrees East 82.4 perches to a post formerly ironwood and place of beginning. Containing 61 acres and 84 perches, more or less.

BEING the same premises conveyed to Leslie P. Johnson and Norman M. Johnson by Deed of Lance Marshall, et al dated June 22, 1998 and recorded in Clearfield County Deed and Record Book 1952, page 306.

And it is further agreed that the plaintiff above named will not look to the said above mentioned and described premises or any part thereof, for payment of any part of the principal and interest of said above entitled judgment, now or hereafter to become due, or in any way disturb, molest, put to charge or damage, the present or any future owner or owners, occupier or occupiers of the said above mentioned and described premises, or any part or portion thereof, for or by reason of the said judgment, or any matter, cause or thing thence accruing or to arise: Provided, that nothing herein contained shall affect the said judgment or its legal validity, so far as respects all other lands and tenements of the said defendant situate in the County aforesaid, which are not herein expressly exonerated therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of December, 2003.

ATTEST:

PUBLIC CREDIT, LLC

By \_\_\_\_\_

**FERRARACCIO & NOBLE**  
**301 East Pine Street**  
**Clearfield, PA 16830**  
**(814) 765-4990**  
**(814) 375-2221**  
**FAX: (814) 765-9377**

Hon. Fredric J. Ammerman, PJ  
Court of Common Pleas  
Clearfield County Courthouse  
2nd and Market Streets  
Clearfield, PA 16830

January 16, 2004

Re: Public Credit, LLC v. Johnson, et.al.;  
03-391-CD  
Stipulated Order

Dear Judge Ammerman:

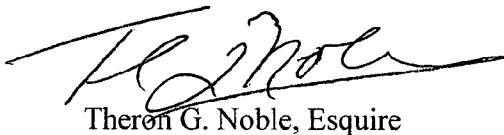
Please be advised that I represent Public Credit, LLC in the above captioned matter while Linda C. Lewis, Esquire represents the various defendants. This concerns a loan which had gone into default causing Public Credit to confess judgment.

The parties have reached an agreement concerning a re-payment schedule, which we have incorporated into a "stipulated order". I and Attorney Lewis have signed the same and kindly request the Court to enter the same of record.

I am not sure how you want to proceed on these type of matters. As such, I thought I would present the same to you via letter, if you prefer to be presented the same in open Court, please advise.

With regards, I am

Sincerely,



Theron G. Noble, Esquire

tn/TGN w.encl.  
cc: Mr. Peter C. Varischetti w.encl.  
Linda C. Lewis, Esquire w.encl.

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JAN 21 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

PUBLIC CREDIT, LLC,  
A Pennsylvania Limited  
Liability Company,  
Plaintiff,

No. 03-391-CD

Real Debt, - - - \$145,108.82

vs.

Int. from

JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants.

Costs, - - - - \$

Entered and filed 05/20/03

KNOW ALL MEN BY THESE PRESENTS, that Public Credit, LLC, the plaintiff named in the above entitled judgment, for and in consideration of the sum of Twelve Thousand (\$12,000.00) Dollars, lawful money of the United States, to it paid by the defendants above named, the receipt whereof is hereby acknowledged, does hereby forever acquit, exonerate, discharge and release from the lien of the above entitled judgment, the following described property, to-wit:

ALL that certain lot or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post; thence by lands of A. W. Lee, South 4 degrees West 36 perches to a hemlock tree; thence by same lands now or formerly of A. W. Lee, North 86 degrees West 8 perches to a post; thence still by same South 4 degrees West 94 perches to a chestnut stump; thence by lands now or formerly of Godfrey Heilburn and Henry Hartzfeld, North 86 degrees West 56.3 perches to a post in public road; thence in said public road North 25-1/2 degrees West 17-1/2 perches to a post on public road; thence by lands of said Henry Hartzfeld North 86 degrees West 8.4 perches to

a stone; thence subdivision line of John J. Schaffer, North 3-1/2 degrees East 115 perches to a stone; thence by lands now or formerly of James B. England and A. W. Lee South 86 degrees East 82.4 perches to a post formerly ironwood and place of beginning. Containing 61 acres and 84 perches, more or less.

BEING the same premises conveyed to Leslie P. Johnson and Norman M. Johnson by Deed of Lance Marshall, et al dated June 22, 1998 and recorded in Clearfield County Deed and Record Book 1952, page 306.

And it is further agreed that the plaintiff above named will not look to the said above mentioned and described premises or any part thereof, for payment of any part of the principal and interest of said above entitled judgment, now or hereafter to become due, or in any way disturb, molest, put to charge or damage, the present or any future owner or owners, occupier or occupiers of the said above mentioned and described premises, or any part or portion thereof, for or by reason of the said judgment, or any matter, cause or thing thence accruing or to arise: Provided, that nothing herein contained shall affect the said judgment or its legal validity, so far as respects all other lands and tenements of the said defendant situate in the County aforesaid, which are not herein expressly exonerated therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and  
seal this 14<sup>th</sup> day of January 2004  
2004

ATTEST:

Melissa Beatty

PUBLIC CREDIT, LLC

By

John C. Miller

FILED *Atty Yeager*  
JAN 11 2004  
11:05 AM  
pd. 1.00  
JAN 2 12004  
No CC  
EWT  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
PLAINTIFF, )  
v. ) No. 03- 391 -CD  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

**NOTICE OF SERVICE**

To: William A. Shaw, Prothonotary

Date: January 23, 2004

I, Theron G. Noble, Esquire, counsel for Plaintiff, does hereby certify that I did mail a certified copy of the STIPULATED ORDER, entered January 20, 2004, in the above captioned matter, to the below identified person, being counsel of record for the defendants, the day set forth above, via United States Mail, first class, postage prepaid:

Linda C. Lewis, Esquire  
c/o James Naddeo, Attorney at Law  
211 1/2 East Locust Street  
Clearfield, PA 16830

By,

  
\_\_\_\_\_  
Theron G. Noble, Esquire  
Attorney for Plaintiff  
301 E. Pine Street  
Clearfield, PA 16830  
(814)-375-2221

**FILED**

**JAN 27 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
109-07-304  
JAN 27 2004  
William A. Shaw  
Prothonotary/Clerk of Courts  
EAS

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company,

PLAINTIFF,

: No. 03-391-CD

v.

JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON

DEFENDANTS.

: TYPE OF PLEADING:

: MOTION FOR CONTEMPT

: FILED BY:  
PLAINTIFF

: ATTORNEY FOR PARTY:  
Theron G. Noble, Esq  
: Ferraraccio & Noble  
: Pa. I.D.#: 55942  
: 301 East Pine Street  
: Clearfield, PA 16830  
: (814)-375-2221.

FILED NO CC  
m 1-29-07  
FEB 12 2007  
©

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
PLAINTIFF, )  
v. ) No. 03- 391 -CD  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

FILED  
01247501 Atty Noble  
FEB 13 2007  
6K

William A. Shaw  
Prothonotary/Clerk of Courts

**RULE TO SHOW CAUSE**

Now, this 12 day of February, 2007, upon consideration of the attached MOTION FOR CONTEMPT, a RULE is hereby issued upon the Defendant to SHOW CAUSE why the MOTION should not be granted. RULE RETURNABLE, for filing written response, is set for the 27th day of February, 2007, and hearing will be held on the 27th day of February, 2007, commencing at 10 : 30, A.M., Courtroom No. 3, Clearfield County Courthouse.

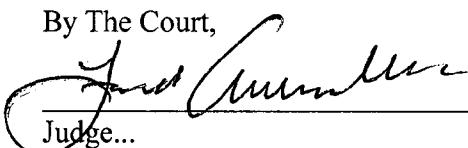
**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Second & Market Streets  
Clearfield, PA 16830  
(814)-765-2641

By The Court,

  
\_\_\_\_\_  
Judge...

DATE: 2/13/07

X You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney  Other

Special Instructions:

**FILED**

**FEB 13 2007**

**William A. Shaw**  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
PLAINTIFF, )  
v. ) No. 03- 391 -CD  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

**MOTION FOR CONTEMPT**

AND NOW, comes the Plaintiff, Public Credit, LLC, by and through its counsel of record, Theron G. Noble, Esquire of Ferraraccio & Noble, who avers as follows in support of its **MOTION FOR CONTEMPT**:

Background

1. This matter concerns money owed to Plaintiff by Defendants.
2. That in 2004, the parties entered into a Stipulated Order, to resolve some issues which concerned the litigation and release of a lien created by Plaintiff's judgment. A true and correct copy of such ORDER is attached hereto as Exhibit "A".

Count I: Motion for Contempt

3. That the ORDER provides that Defendants shall pay to Plaintiff the sum of at least \$2,000 per month. See paragraph 3 of said ORDER (Exhibit "A").
4. That in addition to the sum of \$12,000 which was paid in early 2004, as per the ORDER, Defendants have made "monthly payments" totaling \$36,000. Attached

hereto as Exhibit "B" is Plaintiff's history on this account.

5. Since the entry of the ORDER, defendants should have made monthly payments totaling at least \$74,000, being thirty-seven (37) such payments, and are therefore in non-compliance with the terms of the ORDER entered January 21, 2004.
6. That Plaintiff has attempted to communicate with defendants but such attempts have been futile.
7. That defendants have offered no explanation as to their non-compliance with the terms of the ORDER.
8. That upon information and belief, defendants have the ability to pay the money ORDERED to be paid in a timely manner.
9. As such, Plaintiff avers that Defendants are in contempt of this Court's ORDER of January 21, 2004.

**WHEREFORE, Plaintiff requests that defendants be held in CONTEMPT OF COURT, concerning the ORDER entered January 21, 2004, and it be further ORDERED as follows:**

- 1. Defendant immediately pay to Plaintiff the sum of \$38,000 being the amount in arrears of the monthly payment schedule, plus additional interest and attorney's fees;**
- 2. In the alternative, the individual Defendants be incarcerated until they purge themselves of their contempt for this Court's ORDER;**
- 3. The Defendants pay to Clearfield County a fine in the amount to be determined by the Court to assure the Defendants and others' compliance with lawful orders; and**

**4. Any other relief deemed just and proper under the circumstances.**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221 (DuBois)  
PA I.D.#: 55942

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
PLAINTIFF, )  
v. )  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

No. 03- 391 -CD



JAN 21 2004

William J. Brown  
Prothonotary

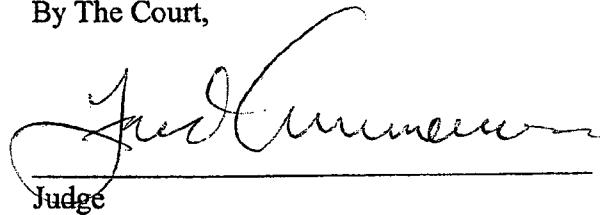
**STIPULATED ORDER**

NOW THIS, 20 day of January, 2004, the parties by and through  
their counsel of record, agree and stipulate, and the same is hereby ORDERED as follows:

1. That Plaintiff, Public Credit, LLC, agrees to release operation of its lien from judgment entered in this matter to certain premises, in exchange for Defendants paying the sum of \$12,000 to plaintiff, in accordance with Exhibit "A" attached hereto;
2. That said sum shall be applied to Defendants outstanding debt to Plaintiff; and
3. As to the remaining debt owed to Plaintiff, Defendants shall:
  - (a) Pay to Plaintiff the minimum sum of \$2,000 per month until their entire obligation shall be paid in full. Said payment shall be made by the first day of each month;
  - (b) That said payment can be made, in whole or in part, in the form of the sale of clay under the following terms and conditions:
    - (i) For each ton of clay mined and hauled, by the defendants, their agents or employees, to the Green Tree Landfill facility, located in Fox Township, Elk County, Pennsylvania, defendants shall receive a \$4.00 credit; and

(ii) The clay shall be of suitable quality as determined by Plaintiff.

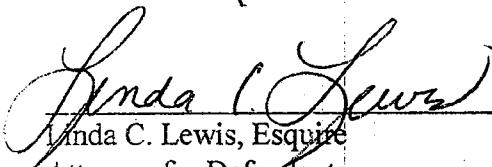
By The Court,



Judge

So agreed and stipulated,

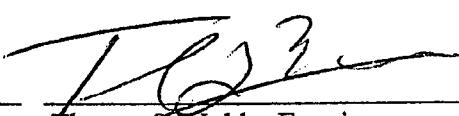
By,



---

Linda C. Lewis, Esquire  
Attorney for Defendants  
P.O. Box 552  
Clearfield, PA 16830  
(814)-765-1601

By,



---

Theron G. Noble, Esquire  
Attorney for Plaintiff  
301 E. Pine Street  
Clearfield, PA 16830  
(814)-375-2221

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PUBLIC CREDIT, LLC,  
A Pennsylvania Limited  
Liability Company,  
Plaintiff,

No. 03-391-CD

Real Debt, - - - \$145,108.82

vs.

Int. from

JOHNSON BROTHERS COAL CO., INC,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants.

Costs, - - - - - \$

Entered and filed 05/20/03

KNOW ALL MEN BY THESE PRESENTS, that Public Credit,  
LLC, the plaintiff named in the above entitled judgment, for and  
in consideration of the sum of Twelve Thousand (\$12,000.00)  
Dollars, lawful money of the United States, to it paid by the  
defendants above named, the receipt whereof is hereby  
acknowledged, does hereby forever acquit, exonerate, discharge  
and release from the lien of the above entitled judgment, the  
following described property, to-wit:

ALL that certain lot or piece of land situate in the Township of  
Brady, Clearfield County, Pennsylvania, bounded and described as  
follows:

BEGINNING at a post; thence by lands of A. W. Lee, South 4  
degrees West 36 perches to a hemlock tree; thence by same  
lands now or formerly of A. W. Lee, North 86 degrees West  
8 perches to a post; thence still by same South 4 degrees  
West 94 perches to a chestnut stump; thence by lands now  
or formerly of Godfrey Heilburn and Henry Hartzfeld, North  
86 degrees West 56.3 perches to a post in public road;  
thence in said public road North 25-1/2 degrees West 17-  
1/2 perches to a post on public road; thence by lands of  
said Henry Hartzfeld North 86 degrees West 8.4 perches to

a stone; thence subdivision line of John J. Schaffer, North 3-1/2 degrees East 115 perches to a stone; thence by lands now or formerly of James B. England and A. W. Lee South 86 degrees East 82.4 perches to a post formerly ironwood and place of beginning. Containing 61 acres and 84 perches, more or less.

BEING the same premises conveyed to Leslie P. Johnson and Norman M. Johnson by Deed of Lance Marshall, et al dated June 22, 1998 and recorded in Clearfield County Deed and Record Book 1952, page 306.

And it is further agreed that the plaintiff above named will not look to the said above mentioned and described premises or any part thereof, for payment of any part of the principal and interest of said above entitled judgment, now or hereafter to become due, or in any way disturb, molest, put to charge or damage, the present or any future owner or owners, occupier or occupiers of the said above mentioned and described premises, or any part or portion thereof, for or by reason of the said judgment, or any matter, cause or thing thence accruing or to arise: Provided, that nothing herein contained shall affect the said judgment or its legal validity, so far as respects all other lands and tenements of the said defendant situate in the County aforesaid, which are not herein expressly exonerated therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of December, 2003.

ATTEST:

PUBLIC CREDIT, LLC

By \_\_\_\_\_

## JOHNSON BROTHERS COAL COMPANY

Compound Period ..... : Monthly

Nominal Annual Rate .. : 12.000 %  
 Effective Annual Rate .. : Undefined  
 Periodic Rate ..... : 1.0000 %  
 Daily Rate ..... : 0.03288%

## CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Loan	01/01/2003	386,281.10		1	
2 Payment	01/01/2003	262,504.15		1	
3 Payment	01/23/2004	11,009.64		1	
4 Payment	03/24/2004	4,000.00		1	
5 Payment	04/15/2004	2,000.00		1	
6 Payment	05/03/2004	2,000.00		1	
7 Payment	06/03/2004	2,000.00		1	
8 Payment	07/12/2004	2,000.00		1	
9 Payment	09/10/2004	4,000.00		1	
10 Payment	10/04/2004	2,000.00		1	
11 Payment	11/08/2004	2,000.00		1	
12 Payment	12/13/2004	2,000.00		1	
13 Payment	04/12/2005	6,000.00		1	
14 Payment	05/20/2005	2,000.00		1	
15 Payment	05/27/2005	2,000.00		1	
16 Payment	09/15/2005	2,000.00		1	
17 Payment	10/11/2005	2,000.00		1	
18 Payment	02/01/2007	135,613.51		1	

## AMORTIZATION SCHEDULE - US Rule

Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest Paid	Balance Due Principal	Total
Loan 01/01/2003	386,281.10		0.00	0.00	0.00	0.00	386,281.10	386,281.10
1 01/01/2003	262,504.15		0.00	0.00	262,504.15	0.00	123,776.95	123,776.95
2003 Totals	386,281.10	262,504.15	0.00	0.00	262,504.15			
2 01/23/2004	* 11,009.64	15,748.50	11,009.64	0.00	4,738.86	123,776.95	128,515.81	
3 03/24/2004	4,000.00	2,516.23	4,000.00	0.00	3,255.09	123,776.95	127,032.04	
4 04/15/2004	2,000.00	895.26	2,000.00	0.00	2,150.35	123,776.95	125,927.30	
5 05/03/2004	2,000.00	732.49	2,000.00	0.00	882.84	123,776.95	124,659.79	
6 06/03/2004	2,000.00	1,237.77	2,000.00	0.00	120.61	123,776.95	123,501.57	
7 07/12/2004	2,000.00	1,604.01	1,724.52	275.38	0.00	121,914.08	121,914.08	
8 09/10/2004	4,000.00	2,412.51	2,412.51	1,587.49	0.00	120,876.03	120,876.03	
9 10/04/2004	2,000.00	961.95	961.95	1,038.05	0.00	120,243.75	120,243.75	
10 11/08/2004	2,000.00	1,367.72	1,367.72	632.28	0.00	118,391.27	118,391.27	
11 12/13/2004	2,000.00	1,400.10	1,400.10	599.90	0.00	118,413.21	118,413.21	
2004 Totals	0.00	33,009.64	28,876.54	28,876.54	4,133.10			
12 04/12/2005	6,000.00	4,769.36	4,769.36	1,230.64	0.00	117,908.79	117,908.79	
13 05/20/2005	2,000.00	1,495.58	1,495.58	504.42	0.00	116,180.14	116,180.14	
14 05/27/2005	2,000.00	271.35	271.35	1,728.65	0.00	116,180.14	116,180.14	
15 09/15/2005	2,000.00	4,211.13	2,000.00	0.00	2,211.13	116,180.14	118,391.27	
16 10/11/2005	2,000.00	993.10	2,000.00	0.00	1,204.23	116,180.14	117,384.37	
2005 Totals	0.00	14,000.00	11,740.52	10,536.29	3,463.71			
17 02/01/2007	* 135,613.51	18,229.14	19,433.37	116,180.14	0.00	0.00	0.00	
2007 Totals	0.00	135,613.51	18,229.14	19,433.37	116,180.14			
Grand Totals	386,281.10	445,127.30	58,846.20	58,846.20	386,281.10			

\* Please note that \$12,000.00 was paid on this day, however, the late fees of \$990.36 are subtracted from this figure.

\*\* Please note the amount of \$135,613.51 was not paid. This amount represents the payoff as of February 1, 2007.

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
 )  
PLAINTIFF, ) ) No. 03- 391 -CD  
v. )  
 )  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
 )  
DEFENDANTS. )

**NOTICE OF SERVICE**

To: William A. Shaw, Prothonotary

Date: February 9, 2004

I, Theron G. Noble, Esquire, counsel for Plaintiff, does hereby certify that I did mail a certified copy of Plaintiff's MOTION FOR CONTEMPT, in the above captioned matter, to the below identified person, being counsel of record for the defendants, the day set forth above, via United States Mail, first class, postage prepaid:

Linda C. Lewis, Esquire  
c/o James Naddeo, Attorney at Law  
211 1/2 East Locust Street  
Clearfield, PA 16830

By, 

\_\_\_\_\_  
Theron G. Noble, Esquire  
Attorney for Plaintiff  
301 E. Pine Street  
Clearfield, PA 16830  
(814)-375-2221

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania Limited Liability Company, :  
PLAINTIFF, : No. 03- 391 -CD  
v. :  
JOHNSON BROTHERS COAL CO., INC., :  
LESLIE P. JOHNSON; and :  
NORMAN M. JOHNSON :  
DEFENDANTS. : TYPE OF PLEADING:  
 : CERTIFICATE OF SERVICE  
 :  
 : FILED BY:  
 PLAINTIFF :  
 : ATTORNEY FOR PARTY:  
 Theron G. Noble, Esq  
 : Ferraraccio & Noble  
 Pa. I.D.#: 55942  
 : 301 East Pine Street  
 Clearfield, PA 16830  
 : (814)-375-2221.

FILED NO  
M.J. ROK  
FEB 16 2007  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
PLAINTIFF, )  
v. ) No. 03- 391 -CD  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

**NOTICE OF SERVICE**

To: William A. Shaw, Prothonotary

Date: February 15, 2007

I, Theron G. Noble, Esquire, counsel for Plaintiff, does hereby certify that I did mail a certified copy of the RULE RETURNABLE issued upon Plaintiff's MOTION FOR CONTEMPT, in the above captioned matter, to the below identified person, being counsel of record for the defendants, the day set forth above, via United States Mail, first class, postage prepaid:

Linda C. Lewis, Esquire  
c/o James Naddeo, Attorney at Law  
207 E. Market Street  
Clearfield, PA 16830

By,

  
\_\_\_\_\_  
Theron G. Noble, Esquire  
Attorney for Plaintiff  
301 E. Pine Street  
Clearfield, PA 16830  
(814)-375-2221

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company,  
Plaintiff

vs.

No. 03-391-CD

JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants

CASE NUMBER: 03-391-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: MOTION FOR CONTINUANCE and/or TO PROVIDE  
WRITTEN ARGUMENT OF CERTAIN LEGAL ISSUES

FILED ON BEHALF OF: Defendants

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
207 E. Market Street  
Clearfield, PA 16830  
(814) 765-1581

FILED 3cc  
03-3464 Atty Gearhart  
FEB 22 2007  
(6P)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company,  
Plaintiff

vs.

No. 03-391-CD

JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants

MOTION FOR CONTINUANCE and/or TO PROVIDE  
WRITTEN ARGUMENT OF CERTAIN LEGAL ISSUES

AND NOW, comes Johnson Brothers Coal Co., Inc., Leslie P. Johnson and  
Norman M. Johnson, Defendants, by and through their attorneys, R. Denning Gearhart,  
Esq., and Linda C. Lewis, Esq., who move and aver as follows:

1. That the attorneys have been retained by the Defendants in the above  
captioned matter.
2. That earlier, Defendants incurred a debt to the Plaintiff for services  
provided.
3. That Defendants did not pay the debt, and Plaintiff took a Judgment  
against the Defendants.
4. Following entry of Judgment, Defendants were conveying some real  
estate which required that the real estate be released from the Judgment.

5. That Defendants entered into an Agreement with the Plaintiff to pay to the Plaintiff a sum of money upon the sale of the real estate. Further, Defendants agreed to sign a Stipulation that they would pay this certain amount by a specific date.

6. That Defendants were unable to pay that amount, and, accordingly, Plaintiff filed a Motion for Contempt based on the Court Order that was executed pursuant to the above referenced Stipulation.

7. That the Court has set a Rule Returnable for written responses on February 27, 2007, and for a hearing for February 27, 2007, at 10:30 o'clock A.M.

8. Attorney Gearhart was retained by the Defendants and co-counsel on February 19, 2007. He is leaving the State on February 23, 2007, and will not return until April 9, 2007.

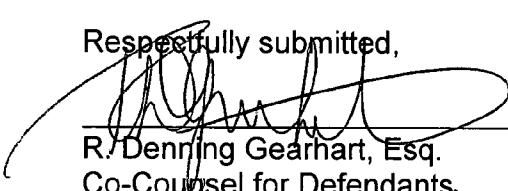
9. As a result of this as well as work that needed completed prior to February 23, 2007, he was unable to file a written response.

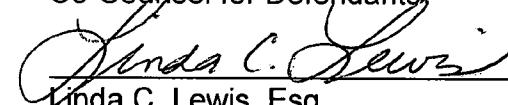
10. As a result of his leaving, he will be unable to attend the hearing scheduled for February 27, 2007, at 10:30 o'clock A.M.

11. Counsel for Defendants maintains that there is a legal issue as to whether or not contempt of Court is a proper and available remedy for collection of a Judicial Money Judgment.

WHEREFORE, Petitioner prays your Honorable Court to continue the Rule  
Returnable for filing written response and the hearing scheduled for February 27, 2007.  
In the alternative, movant asks that the Court continue the same pending written legal  
arguments on the legal issue of the imposition of contempt.

Respectfully submitted,

  
R. Denning Gearhart, Esq.  
Co-Counsel for Defendants

  
Linda C. Lewis, Esq.  
Co-Counsel for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company,  
Plaintiff

vs.

No. 03-391-CD

JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants

O R D E R

AND NOW, this \_\_\_\_\_ Day of \_\_\_\_\_, 2007, upon  
consideration of the foregoing Motion, the Court ORDERS one of the following:

\_\_\_\_\_ The Rule Returnable for written response and the  
hearing scheduled for February 27, 2007, is continued  
and will be rescheduled by the Court Administrator.

\_\_\_\_\_ Defendants shall submit written Argument on the issue  
of the use of Contempt of Court for the collection of  
a Judicial Money Judgment. Said written Argument, as  
well as Rule Returnable for filing written response is  
hereby due on the \_\_\_\_\_ Day of \_\_\_\_\_,  
2007. Defendants shall have \_\_\_\_\_ Days thereafter  
to respond, and the Court shall decide when and if to  
schedule a hearing.

BY THE COURT

JUDGE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company,  
Plaintiff

vs.

No. 03-391-CD

JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants

CERTIFICATE OF CONCURRENCE OR NON-CONCURRENCE

Be advised that:

I Concur  
 I Do Not Concur

\*\*\*\* SEE BELOW

with the request of Attorney R. Denning Gearhart for a continuance of the hearing  
scheduled for February 27, 2007, at 10:30 o'clock A.M., at the Clearfield County  
Courthouse, Clearfield, Pennsylvania.

\_\_\_\_\_  
THERON G. NOBLE, ESQ.

Date: \_\_\_\_\_

\*\*\* NOTE: Attorney Gearhart has talked with Attorney Noble. He has not been able  
to discuss this with his client, and, therefore, he is not able to agree.

W  
Lap over margin

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION No. 03-391-CD

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company,  
Plaintiff

vs.

JOHNSON BROTHERS COAL CO., INC.  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants

MOTION FOR CONTINUANCE and/or TO  
PROVIDE WRITTEN ARGUMENT OF  
CERTAIN LEGAL ISSUES

Prothonotary/Clerk of Courts  
William A. Stever

EB 22 2007

FILED

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830

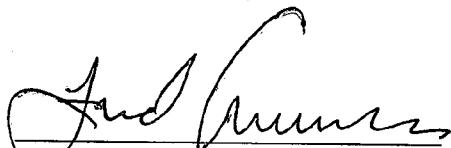
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company, \*  
Plaintiff \*  
vs. \* No. 03-391-CD  
JOHNSON BROTHERS COAL CO., INC., \*  
LESLIE P. JOHNSON, and \*  
NORMAN M. JOHNSON, \*  
Defendants \*

ORDER

NOW, this 23rd day of February, 2007, the Court being in receipt and having  
reviewed the Motion for Continuance and/or To Provide Written Argument of Certain  
Legal Issues filed by R. Denning Gearhart, counsel for the Defendants, it is the ORDER  
of this Court that said Motion be and is hereby DENIED.

BY THE COURT,

  
FREDERIC J. AMMERMAN  
President Judge

100  
FILED ~~92.25 cm~~ <sup>100</sup> A.M.  
FEB 23 2007 Noble  
Lewis  
Gearhart

William A. Shaw  
Prothonotary/Clerk of Courts

(60)

DATE: 2/23/07

- You are responsible for serving all appropriate parties.
- The Prothonotary's office has provided service to the following parties:
- Plaintiff(s)  Plaintiff(s) Attorney  Other
- Defendant(s)  Defendant(s) Attorney
- Special Instructions: *Lewis & Gearhart*

**FILED**

**FEB 23 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

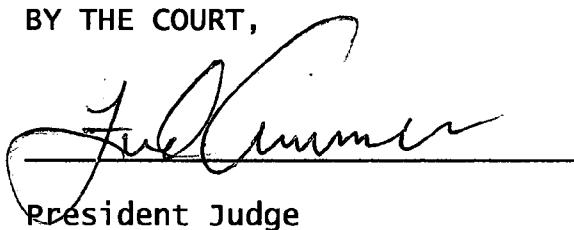
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PUBLIC CREDIT, LLC, a :  
Pennsylvania Limited :  
Liability Company :  
-vs- : No. 03-391-CD  
JOHNSON BROTHERS COAL CO., :  
INC., LESLIE P. JOHNSON, :  
and NORMAN M. JOHNSON :

O R D E R

AND NOW, this 27th day of February, 2007,  
following taking of testimony relative the Motion for  
Contempt filed on behalf of the Plaintiff, it is the ORDER  
of this Court that counsel for both parties have no more  
than seven (7) days from this date in which to supply the  
Court with proposed order relative the issues discussed.

BY THE COURT,



Fred L. Summer

President Judge

FILED <sup>ICC</sup>  
013-210-671 Atty Noble  
FEB 27 2007 Lewis  
Gorchast  
William A. Shaw  
Prothonotary/Clerk of Courts <sup>GP</sup>

**FILED**

**FEB 27 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 2/27/07

       You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

       Plaintiff(s)  Plaintiff(s) Attorney        Other  
       Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PUBLIC CREDIT, LLC, a  
Pennsylvania Limited  
Liability Company

v.

JOHNSON BROTHERS COAL CO.,  
INC., LESLIE P. JOHNSON,  
and NORMAN M. JOHNSON

\*  
\*  
\*  
\*  
\*  
\* No. 03-391-CD

FILED  
03/09/2007  
MAR 09 2007  
ICC Atty's:  
Noble  
Lewis  
Gearhart  
William A. Shaw  
Prothonotary/Clerk of Courts  
GR

ORDER

AND NOW, this 8<sup>th</sup> day of March, 2007, it is hereby ORDERED  
and DIRECTED that Plaintiff's Motion for Contempt be and is  
hereby dismissed. It is the further ORDER of this Court that  
the Defendant, Johnson Brothers Coal Co., Inc., shall supply  
Plaintiff with a copy of its corporate income tax return for  
2005 along with copies of all financial documents for 2006. The  
Defendants, Leslie P. Johnson and Norman M. Johnson, shall  
supply the Plaintiff with copies of their individual income tax  
returns for 2005. All tax returns and financial documents shall  
be supplied within thirty (30) days from the date of this Order.  
Finally, it is the ORDER of this Court that the Defendant,  
Johnson Brothers Coal Co., Inc., file its bankruptcy petition by  
April 16, 2007.

BY THE COURT

Paul Gummeman

**FILED**

**MAR 09 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3/9/07

       You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

       Plaintiff(s) X Plaintiff(s) Attorney        Other

       Defendant(s) X Defendant(s) Attorney       

Special Instructions:

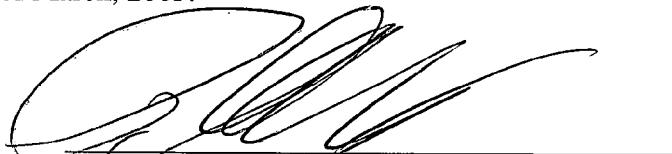
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania )  
Limited Liability Company, )  
PLAINTIFF, )  
v. ) No. 03-\_\_\_\_\_ -CD  
JOHNSON BROTHERS COAL )  
COMPANY, INC.; LESLIE P JOHNSON; )  
and NORMAN M. JOHNSON, )  
DEFENDANTS. )

**VERIFICATION**

I, Peter C. Varischetti, Manager of Public Credit, LLC, does hereby swear and affirm that I have read the foregoing and attached CIVIL COMPLAINT in the above captioned matter, and that to the best of my information, knowledge and belief, the facts as set forth therein are true and correct. Furthermore, that I make this statement subject to the penalties of 18 Pa.C.S.A. 4101, relating to unsworn falsification to authorities.

So made this 14<sup>th</sup> day of March, 2003.



Peter C. Varischetti, Manager  
Public Credit, LLC; Plaintiff

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Public Credit, LLC

Vs.

No. 2003-00391-CD

Johnson Brothers Coal Company, Inc. Leslie P.  
Johnson Norman M. Johnson

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$145,108.82 on the March 20, 2003.

William A. Shaw  
Prothonotary

---

William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Public Credit, LLC  
Plaintiff(s)

No.: 2003-00391-CD

Real Debt: \$142,108.82

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Johnson Brothers Coal Company, Inc.  
Leslie P. Johnson  
Norman M. Johnson  
Defendant(s)

Entry: \$20.00

Instrument: Complaint to Confess Judgment

Date of Entry: March 20, 2003

Expires: March 20, 2008

Certified from the record this March 20, 2003

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

---

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company,  
Plaintiff

vs.

No. 03-391-CD

JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants

CASE NUMBER: 03-391-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: PRAECIPE TO FILE NOTICE OF BANKRUPTCY FILING

FILED ON BEHALF OF: Defendants

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
Supreme Court I.D. #26540  
207 E. Market Street  
Clearfield, PA 16830  
(814) 765-1581

FILED NO  
04/10/2007  
APR 19 2007  
GK

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company,  
Plaintiff

vs. : No. 03-391-CD

JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants

CASE NUMBER: 03-391-CD

TYPE OF CASE: Civil

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COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE  
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APR 19 2007  
GK

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PUBLIC CREDIT, LLC, a Pennsylvania  
Limited Liability Company,  
Plaintiff

vs.

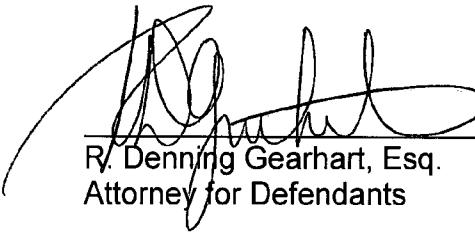
No. 03-391-CD

JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON,  
Defendants

PRAECIPE TO FILE NOTICE OF BANKRUPTCY FILING

**TO THE PROTHONOTARY OF SAID COURT:**

Please file the attached Notice of Bankruptcy Case Filing to the above  
captioned case.



R. Denning Gearhart, Esq.  
Attorney for Defendants

DATED: April 18, 2007

United States Bankruptcy Court  
Western District of Pennsylvania**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 7 of the United States Bankruptcy Code, entered on 04/18/2007 at 3:10 PM and filed on 04/18/2007.

**Johnson Brothers Coal Company, Inc.**  
1390 Lee Run Road  
Mahaffey, PA 15757  
Tax id: 25-1735476



The case was filed by the debtor's attorney:

**R. Denning Gearhart**  
207 E. Market Street  
Clearfield, PA 16830  
814-765-1581

The case was assigned case number 07-70409.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <https://ecf.pawb.uscourts.gov> or at the Clerk's Office, U.S. Bankruptcy Court, 5414 U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA 15219.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**John J. Horner**  
Clerk, U.S. Bankruptcy  
Court

**PACER Service Center**

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION No. 03-391-CD

PUBLIC CREDIT, LLC, a  
Pennsylvania Limited Liability  
Company, Plaintiff  
vs.  
JOHNSON BROTHERS COAL CO., INC.,  
LESLIE P. JOHNSON; and  
NORMAN M. JOHNSON, Defendants

PROCECIPLE TO FILE NOTICE OF  
BANKRUPTCY FILING

Prothonotary/Clerk of Courts  
William A. Shaw

APR 19 2007

FILED

R. DENNING GEARHART  
ATTORNEY AT LAW  
CLEARFIELD, PA. 16830