

05-1183-CD
Alpha Land & Reser. vs. C. Norwood et

Alpha Land and Reser. Vs Carolyn Norwood
2005-1183-CD

William A. Shaw
Prothonotary/Clerk of Courts

ALPHA LAND AND RESERVES, LLC, : IN THE COURT OF COMMON PLEAS
a Delaware Limited Liability : CLEARFIELD COUNTY, PENNSYLVANIA
Company, registered to do business :
in Pennsylvania :

Plaintiff, : CIVIL ACTION - At Law
vs. : ACTION FOR
: DECLARATORY JUDGMENT

CAROLYN A. NORWOOD and :
LAWRENCE W. NORWOOD, : NO. _____ C.D. 2005
her husband; :
SARAH L. KORB; :
DAVID L. KORB and, :
RUTH L. KORB his wife; :
RAYMOND A. ROYER, JR.; :
HORWARD TRIPP and :
SYLVIA E. TRIPP, formerly :
SYLVIA E. MILLER, his wife; and :
RAMONA J. ROYER, :

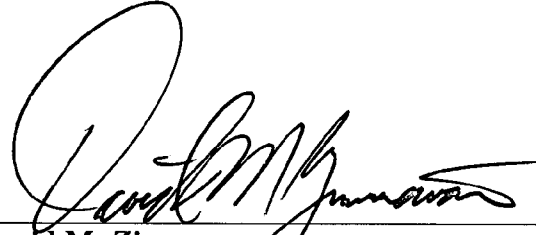
Defendants. :

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield, Pennsylvania 16830
(814) 765-2641 Ext, 50-51

A handwritten signature in black ink, appearing to read 'David M. Zimmerman', is positioned above a horizontal line.

David M. Zimmerman

PA ID No.: 62496

Bonya Gazza & DeGory, LLP

134 South 6th Street

Indiana, PA 15701

724-465-5535

ALPHA LAND AND RESERVES, LLC,	:	IN THE COURT OF COMMON PLEAS
a Delaware Limited Liability	:	CLEARFIELD COUNTY, PENNSYLVANIA
Company, registered to do business	:	
in Pennsylvania	:	
	:	
Plaintiff,	:	CIVIL ACTION - ACTION FOR
	:	DECLARATORY JUDGMENT
vs.	:	
	:	
CAROLYN A. NORWOOD and	:	
LAWRENCE W. NORWOOD,	:	NO. _____ C.D. 2005
her husband;	:	
SARAH L. KORB;	:	
DAVID L. KORB and,	:	
RUTH L. KORB his wife;	:	
RAYMOND A. ROYER, JR.;	:	
HORWARD TRIPP and	:	
SYLVIA E. TRIPP, formerly	:	
SYLVIA E. MILLER, his wife; and	:	
RAMONA J. ROYER,	:	
	:	
Defendants.	:	

COMPLAINT IN ACTION FOR DECLARATORY JUDGMENT

AND NOW, comes the Plaintiff, Alpha Land and Reserves, LLC, which by and through its attorneys, John A. Bonya, David M. Zimmerman and Bonya, Gazza and DeGory LLP, files an Action for Declaratory Judgment as follows:

1. Plaintiff Alpha Land and Reserves, LLC is a Delaware Limited Liability Company that is registered to do business in Pennsylvania with a business address of One Energy Place, Latrobe, Penn, 15650-9628.
2. Defendants are as follows:
 - a. Carolyn A. Norwood and Lawrence W. Norwood, her husband, adult individuals who reside at 654 Indiana Avenue, McDonald, Ohio, 44437;
 - b. Sarah L. Korb, an adult individual who resides at 628 Wellman Avenue, Girard, OH 44420;
 - c. David L. Korb and Ruth L. Korb, his wife, adult individuals who reside at 6276 Youngstown Road SE, Hubbard, Ohio, 44425

d. Raymond A. Royer, Jr., an adult individual who resides at 7-F Yester Oaks Circle, Greensboro, North Carolina, 27455;

e. Howard C. Tripp, Jr. and Sylvia E. Tripp, formerly Sylvia E. Miller, his wife, adult individuals who reside at 210 SW Starfish Avenue, Port St. Lucie, Florida, 34984; and

f. Ramona J. Royer, an adult individual who resides at 296 Louis Avenue, Girard, Ohio, 44420.

3. This Declaratory Judgment action pertains to a coal lease dispute regarding a parcel of land containing approximately 55 acres in Bloom Township, Clearfield County, Pennsylvania, with a Clearfield County tax parcel identification number of 104-E8-31 (hereinafter the "Premises").

4. This action is authorized under, and filed pursuant to, the Pennsylvania Declaratory Judgments Act, 42 Pa.C.S.A. §7531 et seq. and Rules 1601 through 1604 of the Pennsylvania Rules of Civil Procedure.

5. The owners of the surface and coal pertaining to the Premises (hereinafter together referred to as the "Owners"), and their undivided interests, are as follows:

<u>Owner</u>	<u>Undivided Ownership Interest</u>
Defendants Carolyn A. Norwood and Lawrence W. Norwood, her husband	1/12
Defendant Sarah L. Korb	1/12
Defendants David L. Korb and Ruth L. Korb, his wife	1/12
Defendant Raymond A. Royer, Jr.	1/12
Defendants Howard Trip and Sylvia E. Trip, his wife	1/12
Defendant Ramona J. Royer	1/12
Martha V. Klinger	1/4
Emily J. Schindley	1/4

6. In 2002, the Owners and Laurel Energy, LP, entered into an Option and Agreement of Lease (the "Agreement") dated April 28, 2002. A copy of the Agreement (with the Owners' telephone and social security numbers redacted) is attached hereto as Exhibit "A."

7. Under the Agreement, Laurel Energy obtained the right to surface mine the Premises for coal.

8. The Agreement had an initial three year term from August 26, 2002 to August 26, 2005.

9. On March 11, 2003, Laurel Energy, LP assigned the Agreement to Plaintiff. A copy of the assignment is attached hereto as Exhibit "B."

10. Since obtaining the Agreement, Plaintiff, through its affiliate AMFIRE Mining Company, LLC., arranged for a mining permit to be issued by the Pennsylvania Department of Environmental Protection, and in consultation with the Owners, particularly Defendant David L. Korb, in or about December 2004, identified the locations for ponds, timbering and haul roads on the Premises.

11. Owners, particularly Defendant David L. Korb, subsequently timbered the Premises and then Plaintiff installed the ponds and haul roads.

12. As of May 2005, Defendants knew or should have known that Plaintiff was investing time and effort and incurring great expense in preparing the Premises for mining that Defendants knew or should have known would take significantly more than the three and one-half months remaining to termination of the lease to complete.

13. By letter dated May 9, 2005, Defendants David L. Korb and Raymond A. Royer, Jr., by and through their counsel, informed Plaintiff that Plaintiff failed to provide formal written notice of renewal for an additional one-year term within 120 days of August 26, 2005 (i.e. by April 28, 2005) as required under paragraph 11 of the Agreement and that the Agreement would therefore expire on August 26, 2005. A copy of the May 9, 2005 letter is attached hereto as Exhibit "C."

14. Within two days of receipt of the May 9, 2005 letter, Plaintiff provided the Owners with written notice of its intention to renew the Agreement for an additional one year term. Copies of the renewal letters dated May 13, 2005 are attached hereto as Exhibit "D."

15. Thus, Plaintiff's renewal notice was at most eleven days late, and Plaintiff believes that, under the circumstances, renewal was validly exercised with the Agreement being due to terminate on August 26, 2006.

16. Upon issuing the May 13, 2005 renewal letter, Plaintiff also obtained acknowledgements from Martha V. Klinger and Emily J. Schindley, who together own an undivided one-half interest in the Premises, that Plaintiff's renewal was validly exercised. Copies of the acknowledgements are attached hereto as Exhibit "E."

17. Plaintiff began mining of the Premises in July 2005.

18. Plaintiff hereby requests a declaration that the April 28, 2002 Option and Agreement of Lease was validly renewed as to the Defendants for a one year term and will not expire until August 26, 2006.

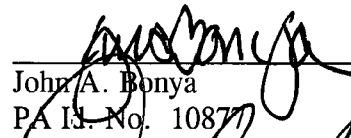
19. In the alternative, Plaintiff requests (1) a declaration and directive that Plaintiff can continue to mine the Premises, even if the extension as to Defendants was not effective, based on the continued validity of the lease as to Martha V. Klinger and Emily J. Schindley, and (2) that the Court declare that royalties due under the lease are fair and reasonable as to Defendants and that Plaintiff tender to the Defendants or pay into Court one-half of the royalties (i.e. the Defendants' share) as to any coal mined, removed and sold after August 26, 2005.

WHEREFORE, Plaintiff Alpha Land and Reserves, LLC requests a declaratory judgment that the April 28, 2002 Option and Agreement of Lease was validly extended as to Defendants for a one year term and will not expire on August 26, 2005, and/or that Plaintiff can continue to mine the Premises under the same terms and conditions as it has a valid lease with persons having an undivided one-half interest in the Premises and pay into Court one-half of the royalties (i.e. the Defendants' share) as to any coal mined, removed and sold from the Premises after August 26, 2005.

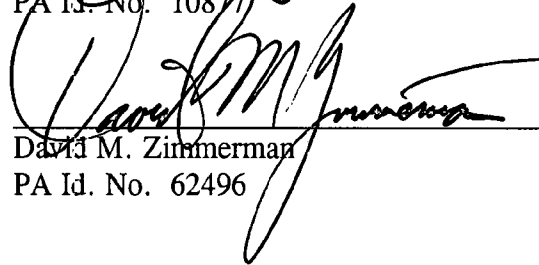
Respectfully submitted,

BONYA, GAZZA AND DeGORY LLP

134 South Sixth Street
Indiana, PA 15701
(724) 465-5535



John A. Bonya
PA Id. No. 10877



David M. Zimmerman
PA Id. No. 62496

OPTION AND AGREEMENT OF LEASE

THIS OPTION AND AGREEMENT OF LEASE is made and executed this 29th
day of April, 20 02, by and between Jesse L Koeb ^{ETAL} of
names and address attached, party of the first part,
hereinafter referred to as Optionor/Lessor.

AND

Laurel Energy, L.P., a Pennsylvania limited partnership acting by and through its
general partner, Laurel Mountain Management, Inc., located at One Energy Place, Suite
7500, Latrobe, PA 15650-9628, hereinafter referred to as Lessee.

WHEREAS, Lessor is the owner of certain surface, coal, or fee premises
(Premises) situate in Bloom Township, Clearfield County, State of
Pennsylvania, more fully described in Deed Book Volume 734, Page 92,
containing a total of 55.95 acres, and identified by tax map numbers 164/E-8/31.

WHEREAS, Lessee has expressed an interest in leasing the Premises from Lessor
for a period of three (3) years with two (2) one (1) year renewals.

~~WHEREAS, Lessor has expressed an interest in leasing the Premises to Lessee as
set forth herein provided, however, that Lessee undertakes an inspection of the Premises,
including core borings within the first thirty (30) days of this Agreement which reveal
that the royalties set forth in Paragraph 12 hereof will amount to at least Six Hundred
Thousand Dollars (\$600,000.00) during the initial term of this Agreement.~~

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, in
consideration of the above covenants and conditions and those hereinafter set forth,
mutually agree as follows:

Area To be Affected To be determined After drilling and evaluation is
completed.

DLK RAK SLK LAR CAN MVK EJS
RAR JET HET 1 JR



Names, Addresses, and Telephone Numbers

David L. & Ruth A. Korb
6276 Youngstown Road SE
Hubbard, OH 44425
[REDACTED]

Sarah L. Korb
628 Wellman Avenue
Girard, OH 44420
[REDACTED]

Carolyn A. & Lawrence W. Norwood
654 Indiana Avenue
McDonald, OH 44437
[REDACTED]

Martha V. Klinger
647 Ohio Avenue
McDonald, OH 44437
[REDACTED]

Emily J. Schindley
115 West Washington Avenue
DuBois, PA 15801-2006
[REDACTED]

Raymond A. Royer, Jr.
7-F Yester Oaks Circle
Greensboro, NC 27455
[REDACTED]

Sylvia E. & Howard Tripp
210 SW Starfish Avenue
Port St. Lucie, FL 34984
[REDACTED]

Ramona J. Royer
1092 Patricia Drive SE
Girard, OH 44420
[REDACTED]

1. GRANT OF OPTION. Lessor hereby grants to Lessee the exclusive and irrevocable right and option to lease during the option period the above-described property hereinafter referred to as the Premises.

2. OPTION. The option to lease the Premises above mentioned shall commence at the time of the execution of this Agreement by the Lessee and Lessor and continue for a period of sixty (60) days.

3. AUTOMATIC TERMINATION. If Lessee fails to exercise the option in writing in accordance with the terms of this Agreement within the option period, then the option to lease granted by this Agreement, and all rights hereunder of Lessee, shall automatically and immediately terminate without notice by either party.

4. CONSIDERATION. This Option is granted in consideration of Lessee's payment to Lessor upon the execution of this Agreement of the sum of Five Thousand Dollars (\$5,000.00), in hand paid by the Lessee, the receipt of which is hereby acknowledged.

5. EXERCISE OF OPTION. The option granted by this Agreement is exercisable only by Lessee and by written notice to Lessor given at any time after the execution of this Agreement, and on or before 12:00 o'clock midnight sixty (60) days from the date of the execution hereof in accordance with Paragraph 6, said written notice to specify clearly and unequivocally whether the option is being exercised by the Lessee.

6. NOTICES. All notices and other communications to be provided during the term of this Agreement by either party may be effectuated by personal delivery in writing or by certified mail, postage prepaid, return receipt requested, and shall be deemed received for all purposes hereunder as of the date of the actual receipt.

All notices by mail shall be addressed to the respective parties at their addresses set forth above or to such other address or addresses the parties may hereafter designate by notice to each other.

7. REPRESENTATIONS AND WARRANTIES OF LESSOR. Lessor

represents and warrants to Lessee as follows:

- A. Lessor is the sole and exclusive owner of the leased or optioned land or interest referred to above in Paragraph 1, has good and marketable title to the same, free and clear of all liens and encumbrances, clouds and defects whatsoever and has the authority to enter into this Lease Agreement with Lessee. Notwithstanding anything to the contrary set forth herein, Lessee shall acquire a title report with respect to the Premises and the warranties and representations of Lessor shall be subject to Schedule B of said title report, along with all other restrictions, liens and other acceptors of title set forth therein.
- B. There are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the premises or any portion thereof at law or in equity before any court or governmental administration or agency.
- C. There are no pending or threatened proceedings in eminent domain, or otherwise, which would affect the land owned by the Lessor or any portion of the land upon which the same are located.

- D. Neither the execution and delivery of this Agreement, nor the incurrence of the obligations hereby, nor the compliance with the terms of this Agreement will conflict with or result in a breach of any of the terms, conditions, provisions of, or constitute a default under, any bond, note or other evidence of the indebtedness or any contract, indenture, mortgage, deed of trust, loan, agreement, lease or other agreement or instrument to which Lessor is a party other than the items that are set forth in the title report referenced in Paragraph 7A above.
- E. To the best of Lessor's knowledge, neither it nor any other person, entity or direct or indirect affiliate has caused to be deposited or has deposited on the surface premises any substance or material defined by the environmental laws as hazardous or toxic. For the purpose of the preceding sentence and if hereinafter used in this Agreement the term environmental laws means any federal, state, or local law, rule, regulation or ordinance regulating or relating to protection of the environment, including without limitation, the land, air and water, or human health or safety and the term hazardous or toxic substances means any substance defined as hazardous or toxic or otherwise regulated by any environmental law. Lessee agrees that it will conduct an environmental review of the Premises during the option period in order to determine whether the Premises are appropriate for the Lessee's use.

8. ACCESS TO INFORMATION. Lessor shall provide Lessee and Lessee's counsel, accountants, engineers, and other representatives full access, during normal business hours throughout the period of the option above stated, all of Lessor's business records and information pertaining to the Leased Premises as necessary for Lessee to conduct due diligence.

9. ENTRY, INSPECTION, AND TESTING. Lessee, by its agents, employees or contractors, shall have the right to enter upon the above mentioned property of Lessor on and after the execution of this Agreement for a period of sixty (60) days for the purpose of inspecting, surveying, test drilling, making contour drawings, soil tests, and performing such other tests as Lessee shall deem necessary to determine the suitability of the Premises for the purpose intended by the Lessee. ~~In the event that Lessee's inspection of the Premises reveals that the activities set forth in Paragraph 12 herein below will not produce royalties during the initial term of this agreement in an amount of at least Six Hundred Thousand Dollars (\$600,000.00), then, in that event, this Option and Agreement of Lease shall be null and void.~~

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10. POST-EXERCISE AGREEMENT. In the event the option above mentioned is exercised by Lessee, and only if the above mentioned option is exercised by Lessee, Lessor and Lessee agree and understand that the following terms and conditions shall be and constitute the Lease Agreement by and between the parties following the date of exercise of the option by the Lessee.

11. DESIRE OF PARTIES. Lessor hereby agrees to lease to Lessee from the date of exercise of the option above mentioned for a period of three (3) years thereafter with two (2) one (1) year renewals, under the same terms and conditions

provided, however, that Lessee notifies Lessor in writing of its desire to exercise its option to renew at least one hundred twenty (120) days prior to the end of the initial term or any option renewal term thereof.

Lessor does hereby further give and grant unto Lessee for the time period above mentioned, the free and unrestricted right of ingress, egress, and regress, in, on, over, to, and from the surface area of the Leased Premises, including the right to use all existing roads and access ways on the Leased Premises, necessary and incident to the operations of Lessee to be conducted thereon.

Finally, the Lessor does hereby give and grant unto Lessee the right to construct on the Leased Premises, at mutually agreed locations on the Premises, roads, buildings, scales and other structures and fixtures necessary and incident to the operations of Lessee to be conducted thereon, consistent with the laws of the Commonwealth of Pennsylvania and the United States now in force or which may hereinafter be enacted regulating the operation of Lessee to be conducted thereon.

Any buildings or fixtures constructed by Lessee incident to its operations to be constructed on the Leased Premises shall be and remain property of Lessee provided that any building or fixture remaining on the Premises thirty (30) days after the termination of the Lease shall be the property of Lessor.

12. STRIP AND AUGER MINE SURFACE ROYALTY. The Lessee does hereby covenant and agree that it will pay as royalty \$2.50 (Two Dollars and Fifty cents) or 10% (Ten per cent) FOB P. & whichever is greater per net ton of two thousand (2,000) for all coal removed and shipped from the Premises. Such payments shall be made on the 25th day of each month for all coal removed and shipped from the Premises during the previous calendar

month and shall be accompanied by a correct statement showing the truck weights of all coal shipped during such monthly period together with the sales price of each such shipment. The weight of all such coal removed from the Premises shall be determined by truck weights on legally licensed truck scales. It is understood and agreed by and between the parties hereto that the Lessee shall not be required to mine, remove, ship or pay for coal, which in its judgment, is not merchantable and mineable at a profit. In the event that the Lessee chooses not to mine, remove, ship or pay for coal which in its judgment is not merchantable and mineable at a profit for a period of sixty (60) consecutive days then, in that event, this Lease shall terminate and Lessee shall have no further leasehold rights or any other rights to the Premises thereafter.

13. CLEAN COAL PROVISION. In the event the strip or auger mined coal is cleaned on the Premises, then the raw coal tonnage (gross tons) shall be reduced by the percentage factor of rejects to arrive at net tons for which royalties are to be paid. The monthly statement shall reflect the gross tons of coal removed and cleaned with the percentage of reject factor for which royalties are to be paid hereinbefore stated. Said monthly statements shall be submitted to Lessor pursuant to the notice provisions hereof within seven (7) days of the first day of each month during the term of this Lease.

14. DEP PERMIT. Lessor agrees to sign any and all reasonable documents, including Contractual Consent of Land Owner form, necessary to obtain the appropriate permits required for the mining operation.

15. TAXES. The Lessee shall pay or cause to be paid all taxes, levies and assessments imposed upon the operations conducted by Lessee on the Leased Premises or any improvements constructed by Lessee thereon, so that Lessor shall be

entirely relieved from such charges. It is not intended that the Lessee shall pay any real estate taxes nor be required to pay any so called income or profits tax levied or assessed upon the income of the Lessor.

16. RECORDS AND REPORTS. The Lessee shall furnish unto the Lessor, on or before the twenty-fifth (25) day of each month, a complete and itemized statement, on a form or forms furnished to Lessee, showing for the preceding calendar month, the number of tons of raw or clean strip or auger mined coal taken from the Premises. The Lessee shall keep and preserve full and complete books of account and records, which shall be open to the Lessor to permit inspection and verification of the tonnage mined and shipped, as well as verification of the gross selling price of said tonnage.

17. INDEMNIFICATION BY LESSEE. Lessee shall hold harmless, defend and indemnify Lessor, its successors and assigns, from and against any and all claims by or on behalf of any person arising during the term of this Agreement from (a) any breach or default on the part of Lessee in the performance of any covenant or obligation on the part of Lessee to be performed pursuant to the terms of this Agreement, or, (b) any error, act of omission of Lessee, its agents, contractors, employees or licensees during the term of this Agreement to any person in or on the leased surface premises, and all costs and expenses (including reasonable counsel fees) reasonably incurred with respect to any such claim or any action or proceeding brought against Lessor thereon, provided, Lessor shall notify Lessee of such claim and Lessee shall have the right to resist or defend the claim. In case of any action or proceeding brought against Lessor by any reason of such claim, Lessee covenants upon notice from Lessor to

resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor, and Lessor will cooperate and assist in the defense of such action or proceeding if reasonably requested so to do by Lessee. Further, Lessee agrees to comply with all federal, state and local environmental laws and regulations, including but not limited to restoration of land obligations.

18. AUGER MINING. Lessor does hereby agree to permit Lessee to use the method of auger mining on the Option leased premises; however, this provision of auger mining is subject to the Department of Environmental Protection approval.

19. ENVIRONMENTAL LIABILITIES. It is expressly understood and agreed between the parties that Lessee is not hereby assuming any responsibility or liability whatsoever for any prior or existing violations of any environmental laws by Lessor or its predecessors. Lessee will assume all environmental liabilities, by reason of the operations on the leased premises. Further, Lessee specifically agrees to comply with all obligations of timely restoration of the real property located within the Premises.

20. CONDUCT OF OPERATIONS. Lessee will materially obey and comply with all applicable laws of the United States of America and the Commonwealth of Pennsylvania, and with all rules and regulations, orders and ordinances of any political subdivision, Bureau or Department thereof relating to the use and occupancy of the Leased Premises or the conditions thereof, in the removing of said surface mine coal and restoration operations relating thereto, including all such laws, ordinances, rules and regulations now in effect or made, enacted or issued during the term hereof, and further will, at Lessee's own cost, obtain any and all necessary permits, bonds and licenses

required by the Commonwealth of Pennsylvania, or any political subdivision thereof in connection with the operation herein contemplated.

The provisions of this paragraph shall survive the cancellations, nullification, termination and expiration of this Lease, and shall remain in full force and effect until such time as all permits, bonds and/or licenses required by the Commonwealth of Pennsylvania in connection with this operation have been restored, returned or released to the Lessee after satisfactory completion of any and all requirements of the Commonwealth.

Lessee shall conduct its operations with respect to the surface mine coal in a workmanlike fashion consistent with the practices, customs, and methods utilized in its trade or profession.

Lessee shall also at its sole cost and expense comply with all Federal, State and Local laws, regulations and ordinances governing its activities with respect to the surface mine coal.

21. REMOVAL OF EQUIPMENT. At the expiration or upon the termination of this Agreement, and upon compliance with all terms hereof by Lessee, Lessee shall remove all buildings, scales, equipment and machinery installed on the Leased Premises by it within a period of time not to exceed one (1) month from the date of said expiration or termination of this Agreement, and all such buildings, scales, equipment and machinery not so removed within said period of time shall become the property of the Lessor unless otherwise agreed between the parties in writing.

The Lessee shall keep in good repair all the buildings, structures, improvements, machinery, fixtures and appliances constructed, erected, made or placed

upon the Leased Premises, or used by the Lessee in connection with its operations under this Agreement.

22. EVENTS OF DEFAULT AND REMEDIES.

(a) It is agreed that the following shall constitute acts of default by Lessee hereunder:

- (1) The neglect or refusal of Lessee to make payment of royalties, taxes or other sums required to be paid by Lessee hereunder for a period of ten (10) days after Lessor has made written demand upon Lessee.
- (2) The neglect or refusal of Lessee to perform any other covenant, term or condition of this Agreement to be performed by Lessee hereunder for a period of thirty (30) days after Lessor shall have made written demand upon Lessee for the performance thereof, except for any default not reasonably susceptible of being cured within such thirty (30) day period in which event the time permitted to Lessee to complete such performance shall be extended for as long as shall be necessary to complete the same, provided Lessee commences promptly and proceeds diligently to complete such performance, and provided further that the period of time shall not be so extended so as to subject the Lessor or Lessee to any civil or criminal penalties.
- (3) Lessee shall file a voluntary petition in bankruptcy or for the appointment of a receiver or shall be adjudicated a bankrupt or

insolvent, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver or liquidator for all or any substantial part of its assets or be unable to meet its obligations to creditors as they come due.

(b) In the event of any such default by Lessee, Lessor shall have in addition to any other remedies it may have at law or in equity, all and singular the following rights and remedies:

- (1) The right to terminate and cancel this Agreement upon thirty (30) days written notice of the same in addition to any other notice requirement above set forth, being provided to the Lessee.
- (2) If Lessor elects to terminate and cancel this Agreement, Lessee authorizes any attorney of any court of record to appear for it and confess judgment against it and in favor of the Lessor, in ejectment or its equivalent legal remedy, for possession of the Leased Premises and, further, authorizes said attorney to cause the immediate issuance of a writ of possession delivering possession of the surface premises and coal and Leased Premises to the Lessor.
- (3) All of the rights and remedies of Lessor shall be cumulative and shall not be deemed to exclude Lessor from any other legal or equitable remedy or remedies, which they may have. Failure on the part of Lessor to enforce any of the rights herein reserved by them on default for a period shall not operate as an estoppel or as a

waiver against Lessor or prevent it at any subsequent time from electing to exercise all or any of such rights for any subsequent default.

- (4) Lessee hereby authorizes any attorney of any court of record, as often as default be made in the payment of royalties and other moneys as above stipulated, to appear for it and confess judgment or judgments against it for the amount of royalties and other moneys due and unpaid, with attorney's commissions of ten percent (10%) and costs of suit, without stay of execution, waiving inquisition and exemption. This power of attorney shall be continuous and may be exercised as often as any default be made by Lessee in the terms of this Agreement.

23. PLACE OF PAYMENT AND NOTICES. All royalties, and other moneys payable hereunder, and all notices and other communications hereunder by either party may be effectuated by personal delivery or in writing by first class U.S. Mail, postage prepaid, and shall be deemed received for all purposes hereunder as of the date of actual mailing as determined by postmark date. All payments and notices by mail shall be addressed to the respective parties at their addresses set forth above, or to such other address or addresses the parties may hereafter designate by notice to each other.

24. FORCE MAJEURE. The Lessee's obligations hereunder, including the payment of royalties and minimum royalties, shall be suspended, and the term of this Lease and the period of removal of the Lessee's property in the event of

termination shall be extended, by the period of time which the Lessee is prevented from complying therewith by strikes, lockouts, riots, action of the elements, laws, rules, or regulations of any federal, state, municipal or other governmental agency, authority, or representative having jurisdiction, inability to secure or absence of market for commercial sale of coal produced from the Premises or by other matters or conditions beyond the reasonable control of the Lessee, whether or not similar to the conditions or matters in this paragraph specifically enumerated.

25. SURRENDER. The Lessee may, at any time, surrender this Lease to the Lessor(s) in its entirety or, by executing and delivering to the Lessor(s) written notice of said surrender in form suitable for recording in the office of the Recorder of Deeds in and for the county or counties where the Premises are situated upon six (6) months prior written notice.

26. CANCELLATION. It is mutually agreed by the parties hereto, that the Lessee, at any time, may terminate this Agreement, provided all accrued royalties to date are paid, by giving the Lessor(s) thirty (30) days written notice, by Certified Mail, Return Receipt Requested, and at the end of the said thirty (30) days, this Agreement shall become null and void and of no effect.

27. TIMBER PROVISION. Lessee shall notify Lessor that it intends to mine an area where there may be marketable timber. Lessee shall require Lessor to remove timber only from the areas where it intends to mine and remove coal and adjoining support areas as requested by the Department of Environmental Protection. Lessor, shall, within ninety (90) days of said written

notice, remove or have removed all of the marketable timber that can economically be removed. However, the removal of timber shall not interfere with Lessee's mining operations. It is understood and agreed that the Lessor shall be entitled to the timber royalties for the removal of timber from the Premises.

28. INTEGRATION. This Agreement contains and constitutes the final expression of the intent of the parties hereto, and is the complete and exclusive statement of the terms and conditions agreed upon by the parties hereto. No modification or amendment of this Agreement will be valid unless stated in writing and executed by the parties hereto.

29. RECORDING. Lessor and Lessee agree that this agreement shall not be recorded in the office of the recorder of deeds. If either party desires, a memorandum of lease shall be prepared in lieu of the recording of this Lease Agreement.

30. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

31. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their respective successors and assigns.

32. SEVERABILITY. If any part or provision of this Agreement is found or declared to be invalid in contravention of any governing law or regulation, such part or provision shall be severable without affecting the validity of this agreement.

33. If the trailer or electric pole needs moved, they will be replaced later.

34. If access road is altered, it will be replaced.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the
day and year first written above:

WITNESS:

LESSOR:

Jeff M. Swine

By: Carolyn Ann Norwood
Social Security #: [REDACTED]

Jeff M. Swine

By: ^{Spouse} Lawrence W. Norwood
Social Security #: [REDACTED]

ATTEST:

LAUREL ENERGY, L.P.
By Laurel Mountain Management,
Inc., Its General Partner.

Robert A. Kulich

By: Scott Kroh
Scott Kroh, President

Witness: Jeff M. Swine

LESSOR:
By: David S. Kohl
Social Security #: [REDACTED]

Jeff M. Swine

By: ^{Spouse} Carol A. Kohl
Social Security #: [REDACTED]

Jeff M. Swine

By: Sarah L. Kohl
S.S. #: [REDACTED]

Jason A. Swank
Randy E. Swank

By: Martha V. Klinger
S.S. #: [REDACTED]

Laurette G. Wallace

By: Emily J. Klinger
S.S. #: [REDACTED]

[Signature]

By: Gregory A. Klinger
S.S. #: [REDACTED]

[Signature]

By: Harold C. Klinger
S.S. #: [REDACTED]

Witness:

Margaret A. Vinson
Margaret A. Vinson

Edith Brown

Lessor:

By: Raymond A. Royer, Jr.
S.S.# [REDACTED]

BY: [Signature]
S.S.# [REDACTED]
Raymond J. Royer

The undersigned hereby agree to the deletion of Item No. 4 on Page 2 titled Consideration in the Option and Agreement of Lease with Laurel Energy, L.P. for the 55.98 acres in Bloom Township, Clearfield County, Commonwealth of Pennsylvania.

By: Raymond A. Royer, Jr. Date: 4/11/02

By: Sylvia E. Tripp Date: 4/17/02

By: Harold C. Tripp Jr. Date: 4-17-02

1. GRANT OF OPTION. Lessor hereby grants to Lessee the exclusive and irrevocable right and option to lease during the option period the above-described property hereinafter referred to as the Premises.

2. OPTION. The option to lease the Premises above mentioned shall commence at the time of the execution of this Agreement by the Lessee and Lessor and continue for a period of sixty (60) days.

3. AUTOMATIC TERMINATION. If Lessee fails to exercise the option in writing in accordance with the terms of this Agreement within the option period, then the option to lease granted by this Agreement, and all rights hereunder of Lessee, shall automatically and immediately terminate without notice by either party.

~~4. CONSIDERATION: This Option is granted in consideration of Lessee's payment to Lessor upon the execution of this Agreement of the sum of Five Thousand Dollars (\$5,000.00), in hand paid by the Lessee, the receipt of which is hereby acknowledged.~~

5. EXERCISE OF OPTION. The option granted by this Agreement is exercisable only by Lessee and by written notice to Lessor given at any time after the execution of this Agreement, and on or before 12:00 o'clock midnight sixty (60) days from the date of the execution hereof in accordance with Paragraph 6, said written notice to specify clearly and unequivocally whether the option is being exercised by the Lessee.

6. NOTICES. All notices and other communications to be provided during the term of this Agreement by either party may be effectuated by personal delivery in writing or by certified mail, postage prepaid, return receipt requested, and shall be deemed received for all purposes hereunder as of the date of the actual receipt.

"COPY"

Date: April 10, 2002

The undersigned hereby agrees to the
deletion of Item No. 4 on page 2 titled
"Consideration in the Option and Agreement
of Lease with Laurel Energy L.P. for the
5598 acres in Bloom Township, Bedford County,
State of Pennsylvania."

By: Sarah J. Herb
4-10-02

Date: 4-10-02

The undersigned hereby agrees to the
deletion of Item No. 4 on page 2 titled
"Consideration in the Option and Agreement
of Lease with Laurel Energy L.P. for the
5598 acres in Bloom Township, Bedford County,
State of Pennsylvania."

By: 

Date: April 13, 2002

The undersigned hereby agree to the
deletion of term No. 4 on page 2 titled
Consideration in the Option And Agreement
of Lease with Laurel Energy, L.P. for the
55.98 acres in Bloom Township, Blairfield County
State of Pennsylvania

By: Emily Gofchik

Date: 4-10-02

The undersigned hereby agree to the
deletion of term No. 4 on page 2 titled
Consideration in the Option And Agreement
of Lease with Laurel Energy, L.P. for the
55.98 acres in Bloom Township, Blairfield County
State of Pennsylvania

By: David L. Korb
Ruth A. Korb

Date: April 10, 02

The undersigned hereby agree to the
addition of Item No. 4 on page 2 titled
Contribution in the Option and Agreement
of Lease with Laurel Energy L.P. for the
55.98 acres in Bloom Township, Bedford County
State of Pennsylvania.

By: Michael V. Kluge

Date: 10 April 2002

The undersigned hereby agree to the
addition of Item No. 4 on page 2 titled
Contribution in the Option and Agreement
of Lease with Laurel Energy L.P. for the
55.98 acres in Bloom Township, Bedford County
State of Pennsylvania.

By: Eugene W. Howard
Carolyn A. Howard

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is executed this 7 day of February, 2003, effective as of the 11 day of March, 2003 by and between LAUREL ENERGY, L.P., a Pennsylvania limited partnership acting by and through its general partner, Laurel Mountain Management, Inc., with an address of One Energy Place, Suite 7500, Latrobe PA 15650 (the "Assignor"), and ALPHA LAND AND RESERVES, LLC, a Delaware limited liability company with an address of 406 West Main Street, Abingdon, Virginia 24210 ("Assignee"). Assignor and Assignee are individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Assignor or one of its affiliates has entered into certain contracts and owns certain assets, which are more fully described in the attached Exhibit A (the "Acquired Assets");

WHEREAS, Assignor, ANR Holdings, LLC, a Delaware limited liability company and the indirect parent of Assignee, and certain other persons and entities have entered into a Contribution Agreement dated December 31, 2002, as amended (the "Contribution Agreement"), pursuant to which Assignor agreed to assign all of its rights and obligations to the Acquired Assets to Assignee in accordance with the terms of the Contribution Agreement; and

WHEREAS, Assignee desires to take an assignment of all of Assignor's rights and obligations to the Acquired Assets from Assignor and to assume certain liabilities as more fully described below in accordance with the terms of the Contribution Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged the Parties agree as follows:

1. **Assignment of Rights and Obligations** – Assignor hereby grants, bargains, sells, conveys, transfers, and assigns absolutely and delegates to Assignee all of Assignor's rights, benefits, title and interest in, and obligations to the Acquired Assets. This assignment shall be effective as of the date of this Agreement. Assignor and Assignee covenant and agree to execute and deliver, or to cause to be executed and delivered, and to do or make, or cause to be done or made, upon request of the other party, any and all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as reasonably may be required for the purpose of, or in connection with, perfecting and completing the transfer of the Assigned Agreements to Assignee.

2. **Acceptance of Obligation; Assumption of Liabilities** – Assignee, for itself and its successors and assigns, hereby assumes, accepts the transfer of, and agrees to pay, perform and discharge when due on a timely basis, all of the Assumed Liabilities (as such term is defined in the Contribution Agreement) which are associated with the Acquired Assets. Except for the representations and warranties made by Assignor pursuant to the Contribution Agreement, Assignee accepts the Acquired Assets "as is, where is."

3. **Taxes** – Assignor acknowledges that Assignor is responsible for all taxes and assessments accruing to Assignor as a result of the conveyance of the Acquired Assets to Assignee. Assignee acknowledges that Assignee is responsible for all taxes and assessments accruing to Assignee as a result of the conveyance of the Acquired Assets from Assignor.

4. **Successors and Assigns** – This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.



5. Contribution Agreement Controls – To the extent of any inconsistency between this Agreement and the Contribution Agreement, the Contribution Agreement shall control and prevail.

6. Approvals – Assignor represents and warrants that it has all necessary authority to assign the Acquired Assets to Assignee and that no further consents or approvals by anyone is required for the assignment of the Acquired Assets to Assignee.

7. Status – As of the date of this Agreement the contracts included within the Acquired Assets are valid and in full force and effect.

8. Governing Law – This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

9. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which is an original as of the date first written above.

LAUREL ENERGY, L.P.

By Laurel Mountain Management, Inc.
Its General Partner

By: 

Scott Kroh, President

ALPHA LAND AND RESERVES, LLC

By: 

Eddie W. Neely, Vice President

NOTARY CERTIFICATE

STATE OF ~~CONNECTICUT~~ Pennsylvania

) To-wit:

COUNTY OF ~~Meriden~~ Westmoreland

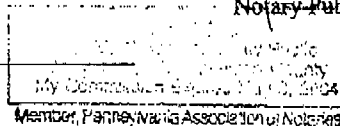
I, Rita M. Hattomen, a Notary Public of said County, do certify that Scott Kroh, its President of Laurel Mountain Management, Inc., who signed the writing above, dated as of _____, 2003, for Laurel Energy, L.P., has this day in my said County, before me, acknowledged the said writing to be the act and deed of said Limited Partnership.

Given under my hand and official seal this 7th day of March, 2003.

Rita M. Hattomen

Notary Public

My commission expires: _____



NOTARY CERTIFICATE

STATE OF Pennsylvania

) To-wit:

COUNTY OF Allegheny

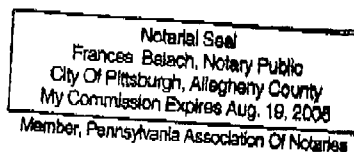
I, Frances Balach, a Notary Public of said County, do certify that Eddie W. Neely, its Vice President, who signed the writing above, dated as of March 11, 2003, for Alpha Land and Reserves, LLC, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said limited liability company.

Given under my hand and official seal this 11th day of March, 2003.

Frances Balach

Notary Public

My commission expires: _____



Y. Surface and Coal Lease dated April 29, 2002, by and between David and Ruth Korb, Sarah Korb, Carolyn and Lawrence Norwood, Martha Klinger, Emily Schindley, Raymond Royer, Sylvia and Howard Tripp, Ramona Royer and Laurel Energy, L.P.



THE McDONALD GROUP, LLP.
ATTORNEYS AT LAW

456 WEST 6TH STREET
P.O. BOX 1757
ERIE, PA 16507-0757

814/456-5318
FAX: 814/456-3840
E-MAIL: ting@lmgtatlys.com

JAMES D. McDONALD, JR.
GARY EBBEN
THOMAS J. BUSECK
JOSEPH P. CONTI
BRIAN M. McDOWAN
JOHN J. PSTOK

JOHN G. GENT (1921-2004)
FRANK J. SCUTELLA (1949-2000)

May 9, 2005

DIRECT E-MAIL:
goibcn@lmgtatlys.com

Mr. Gil Widenhofer
Vice President
Laurel Energy, LP
Laurel Mountain Management, Inc., General Partner
One Energy Place, Suite 7500
Latrobe, PA 15650

**Re: Option and Agreement of Lease
Bloom Township, Clearfield County**

Dear Mr. Widenhofer:

We are writing on behalf of David L. Korb and Raymond A. Royer, Jr. with respect to the Option and Agreement of Lease for the property located in Bloom Township, Clearfield County, State of Pennsylvania (Deed Book 734, page 92) consisting of approximately 56 acres and identified by Tax Map No. 104/E-8/31.

The purpose of this letter is to document that the Option and Agreement of Lease will terminate on August 26, 2005.

The Option and Agreement of Lease itself is dated April 29, 2002. By its terms, Laurel Energy, LP was to exercise its option within a 60-day period. You did not exercise the option within a 60-day period but did so within a 120-day period. The exercise of the option was acknowledged by David L. Korb and Ruth A. Korb by letter mailed to you on or about August 12, 2002. We do not know if your belated exercise of the option was acknowledged and accepted by the other lessors.

We are not conceding any legal point or position of our clients. We will assume, however, for the purpose of confirming the termination of the lease, that your August 26, 2002, letter to David L. and Ruth A. Korb constitutes a valid exercise of the option. By the terms of the agreement the initial term would expire no later than August 26, 2005. The agreement provides for two one-year renewals only if Laurel Energy, LP acting by and through its General Partner, Laurel Mountain Management, Inc., notifies the lessors in writing at least 120 days prior to the end of the initial term of its desire to exercise the option to renew. (See paragraph 11 on pages 5-6 of the Option and



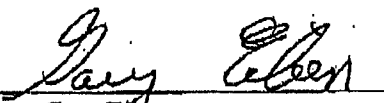
Mr. Gil Widenhofer
May 9, 2005
Page 2

Agreement of Lease.) One hundred twenty days prior to August 26, 2005, is April 28, 2005. Having received no written notification on or before April 28, 2005, the agreement is now terminated.

Mr. Korb and Mr. Royer are willing to renegotiate. You may contact Mr. Korb directly to discuss renegotiation.

Very truly yours,

THE McDONALD GROUP, L.L.P.

By: 
Gary Eiben

csc

Copy to:

David L. and Ruth A. Korb
6276 Youngstown Road, S. E.
Hubbard, OH 44425-1313

Raymond A. Royer, Jr.
7-F Yester Oaks Circle
Greensboro, NC 27455

Alpha

Land and Reserves

Alpha Land and Reserves, LLC
One Energy Place
Latrobe, PA 15650-9628
Phone: 724-537-2062
Fax: 724-537-5840

May 13, 2005

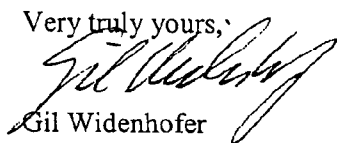
Ramona J. Royer
296 Louis Avenue
Girard, OH 44420

Re: Option and Agreement of Lease dated April 29, 2002 ("Lease")

Dear Ms. Royer:

We have been notified that Alpha Land and Reserves, LLC, formerly Laurel Energy, L.P., did not provide you with written notice of its intent to renew the Lease for an additional period of one (1) year. Please be advised that Alpha Land and Reserves does hereby elect to renew the Lease for an additional period of one (1) year, effective August 26, 2005. If you have any questions feel free to call me at (724) 532-4327.

Very truly yours,


Gil Widenhofer
Vice President

Certified Mail: 7004 2510 0003 0326 0928



Alpha

Land and Reserves

Alpha Land and Reserves, LLC
One Energy Place
Latrobe, PA 15650-9628
Phone: 724-537-2062
Fax: 724-537-5840

May 13, 2005

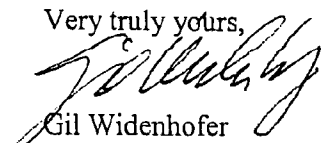
Raymond A. Royer, Jr.
7-F Yester Oaks Circle
Greensboro, NC 27455

Re: Option and Agreement of Lease dated April 29, 2002 ("Lease")

Dear Mr. Royer, Jr.:

We have been notified that Alpha Land and Reserves, LLC, formerly Laurel Energy, L.P., did not provide you with written notice of its intent to renew the Lease for an additional period of one (1) year. Please be advised that Alpha Land and Reserves does hereby elect to renew the Lease for an additional period of one (1) year, effective August 26, 2005. If you have any questions feel free to call me at (724) 532-4327.

Very truly yours,



Gil Widenhofer
Vice President

Certified Mail: 7004 2510 0003 0326 0911

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Latrobe, PA 15650-9628
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Fax: 724-537-5840

May 13, 2005

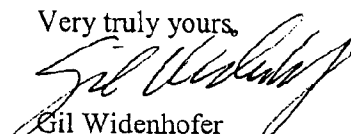
Martha V. Klinger
647 Ohio Avenue
McDonald, OH 44437

Re: Option and Agreement of Lease dated April 29, 2002 ("Lease")

Dear Ms.Klinger:

We have been notified that Alpha Land and Reserves, LLC, formerly Laurel Energy, L.P., did not provide you with written notice of its intent to renew the Lease for an additional period of one (1) year. Please be advised that Alpha Land and Reserves does hereby elect to renew the Lease for an additional period of one (1) year, effective August 26, 2005. If you have any questions feel free to call me at (724) 532-4327.

Very truly yours,


Gil Widenhofer
Vice President

Certified Mail: 7004 2510 0003 0326 0904

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Latrobe, PA 15650-9628
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May 13, 2005

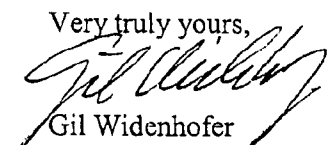
Lawrence W. and Carolyn A. Norwood
654 Indiana Avenue
McDonald, OH 44437

Re: Option and Agreement of Lease dated April 29, 2002 ("Lease")

Dear Mr. and Mrs. Norwood:

We have been notified that Alpha Land and Reserves, LLC, formerly Laurel Energy, L.P., did not provide you with written notice of its intent to renew the Lease for an additional period of one (1) year. Please be advised that Alpha Land and Reserves does hereby elect to renew the Lease for an additional period of one (1) year, effective August 26, 2005. If you have any questions feel free to call me at (724) 532-4327.

Very truly yours,



Gil Widenhofer
Vice President

Certified Mail: 7004 2510 0003 0326 0898

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Alpha Land and Reserves, LLC
One Energy Place
Latrobe, PA 15650-9628
Phone: 724-537-2062
Fax: 724-537-5840

May 13, 2005

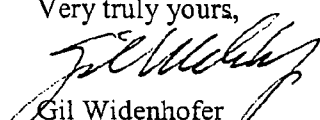
Howard and Sylvia E. Tripp
210 SW Starfish Avenue
Port St. Lucie, FL 34984

Re: Option and Agreement of Lease dated April 29, 2002 ("Lease")

Dear Mr. and Mrs. Tripp:

We have been notified that Alpha Land and Reserves, LLC, formerly Laurel Energy, L.P., did not provide you with written notice of its intent to renew the Lease for an additional period of one (1) year. Please be advised that Alpha Land and Reserves does hereby elect to renew the Lease for an additional period of one (1) year, effective August 26, 2005. If you have any questions feel free to call me at (724) 532-4327.

Very truly yours,


Gil Widenhofer
Vice President

Certified Mail: 7004 2510 0003 0326 0881

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One Energy Place
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May 13, 2005

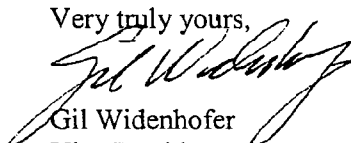
Emily J. Schindley
115 W Washington Avenue
DuBois, PA 15801

Re: Option and Agreement of Lease dated April 29, 2002 ("Lease")

Dear Ms.Schindley:

We have been notified that Alpha Land and Reserves, LLC, formerly Laurel Energy, L.P., did not provide you with written notice of its intent to renew the Lease for an additional period of one (1) year. Please be advised that Alpha Land and Reserves does hereby elect to renew the Lease for an additional period of one (1) year, effective August 26, 2005. If you have any questions feel free to call me at (724) 532-4327.

Very truly yours,



Gil Widenhofer
Vice President

Certified Mail: 7004 2510 0003 0326 0874

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Fax: 724-537-5840

May 13, 2005

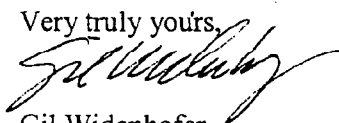
Sarah L. Korb
628 Wellman Avenue
Girard, OH 44420

Re: Option and Agreement of Lease dated April 29, 2002 ("Lease")

Dear Ms.Korb:

We have been notified that Alpha Land and Reserves, LLC, formerly Laurel Energy, L.P., did not provide you with written notice of its intent to renew the Lease for an additional period of one (1) year. Please be advised that Alpha Land and Reserves does hereby elect to renew the Lease for an additional period of one (1) year, effective August 26, 2005. If you have any questions feel free to call me at (724) 532-4327.

Very truly yours,



Gil Widenhofer
Vice President

Certified Mail: 7004 2510 0003 0326 0867

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Latrobe, PA 15650-9628
Phone: 724-537-2062
Fax: 724-537-5840

May 13, 2005

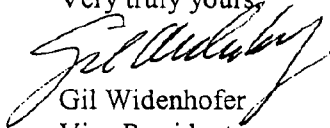
David L. and Ruth A. Korb
6276 Youngtown Road SE
Hubbard, OH 44425

Re: Option and Agreement of Lease dated April 29, 2002 ("Lease")

Dear Mr. and Mrs. Korb:

We have been notified that Alpha Land and Reserves, LLC, formerly Laurel Energy, L.P., did not provide you with written notice of its intent to renew the Lease for an additional period of one (1) year. Please be advised that Alpha Land and Reserves does hereby elect to renew the Lease for an additional period of one (1) year, effective August 26, 2005. If you have any questions feel free to call me at (724) 532-4327.

Very truly yours,


Gil Widenhofer
Vice President

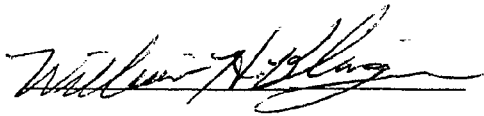
Certified Mail: 7004 2510 0003 0326 0850

ACKNOWLEDGEMENT

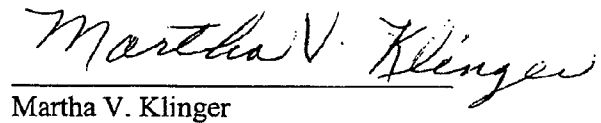
dated June 16, 2005

Intending to be legally bound hereby, I acknowledge and agree that the Option and Agreement of Lease (the "Lease") dated April 18, 2002, with Laurel Energy, L.P., now Alpha Land and Reserves, LLC, is in full force and effect and has been validly extended for a period of one (1) year by the Lessee's exercise of the renewal provisions in paragraph 11 of the Lease. I understand that this Acknowledgement will be relied upon by the Lessee in its decision to enter upon and surface mine my property located in Bloom Township, Clearfield County, Pennsylvania.

Witness:



Lessor:


Martha V. Klinger

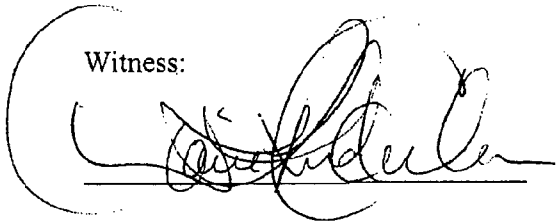


ACKNOWLEDGEMENT

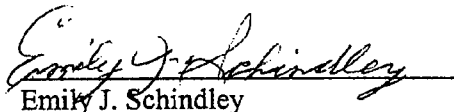
dated June 16th, 2005

Intending to be legally bound hereby, I acknowledge and agree that the Option and Agreement of Lease (the "Lease") dated April 18, 2002, with Laurel Energy, L.P., now Alpha Land and Reserves, LLC, is in full force and effect and has been validly extended for a period of one (1) year by the Lessee's exercise of the renewal provisions in paragraph 11 of the Lease. I understand that this Acknowledgement will be relied upon by the Lessee in its decision to enter upon and surface mine my property located in Bloom Township, Clearfield County, Pennsylvania.

Witness:



Lessor:


Emily J. Schindley

Commonwealth of PA .SS
County of Clearfield

On this, the 16th day of June, 2005, before me
Liane Lind-Carlson, the undersigned officer, personally
appeared Emily J. Schindley, satisfactorily proven
to be the person whose name is subscribed to the
within instrument, and acknowledged that she
executed the same for the purposes therein
contained. In witness whereof, I hereunto

Set my hand and official seals.

Diane Reed Carlson, Notary Public

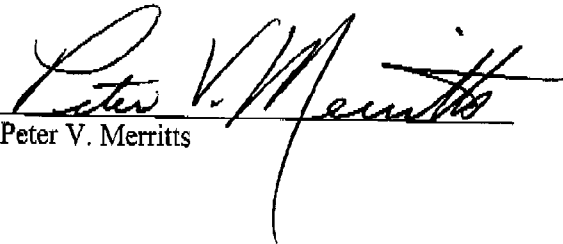
Notarial Seal
Diane L. Reed-Carlson, Notary Public
City of DuBois, Clearfield County
My Commission Expires July 23, 2005

Member, Pennsylvania Association of Notaries

VERIFICATION

I, Peter V. Merritts, am a Vice President of Alpha Land and Reserves, LLC, and hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I further verify that I am authorized to execute this verification on behalf of Alpha Land and Reserves, LLC. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

COPY


Peter V. Merritts

COPY

FILED

AUG 10 2005

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA**

**ALPHA LAND AND RESERVES,
LLC,
a Delaware Limited Liability
Company, registered to do business
in Pennsylvania**

Plaintiff,

vs.

**CAROLYN A. NORWOOD and
LAWRENCE W. NORWOOD,
her husband;**

**SARAH L. KORB;
DAVID L. KORB and,
RUTH L. KORB his wife;
RAYMOND A. ROYER, JR.;
HORWARD TRIPP and
SYLVIA E. TRIPP, formerly
SYLVIA E. MILLER, his wife; and
RAMONA J. ROYER,**

Defendants.

:
:
:
:
: **NO. 05-1183-C.D.**
:
: **TYPE OF CASE: CIVIL - ACTION FOR**
: **DECLARATORY**
: **JUDGMENT**

:
: **TYPE OF DOCUMENT: AFFIDAVIT**
:
: **FILED ON BEHALF OF: PLAINTIFF**

:
: **COUNSEL OF RECORD FOR**
: **PLAINTIFF**

: **John A. Bonya**
: **PA Id. No. 10877**

: **David M. Zimmerman**
: **PA Id. No. 62496**

: **Bonya Gazza & DeGory, LLP**
: **134 South Sixth Street**
: **Indiana, PA 15701**
: **(724) 465-5535**

Dated: August 24, 2005

FILED ^{NO} ^{CC}
m/b: 28/31
AUG 25 2005 (JP)

William A. Shaw
Prothonotary/Clerk of Courts

ALPHA LAND AND RESERVES, LLC,	:	IN THE COURT OF COMMON PLEAS
a Delaware Limited Liability	:	CLEARFIELD COUNTY, PENNSYLVANIA
Company, registered to do business	:	
in Pennsylvania	:	
	:	
	:	
Plaintiff,	:	CIVIL ACTION - ACTION FOR
	:	DECLARATORY JUDGMENT
vs.	:	
	:	
CAROLYN A. NORWOOD and	:	
LAWRENCE W. NORWOOD,	:	NO. 05-1183-CD
her husband;	:	
SARAH L. KORB;	:	
DAVID L. KORB and,	:	
RUTH L. KORB his wife;	:	
RAYMOND A. ROYER, JR.;	:	
HORWARD TRIPP and	:	
SYLVIA E. TRIPP, formerly	:	
SYLVIA E. MILLER, his wife; and	:	
RAMONA J. ROYER,	:	
	:	
Defendants.	:	

AFFIDAVIT/RETURN OF SERVICE
OF COMPLAINT AND NOTICE TO PLEAD BY CERTIFIED MAIL

1. I, David M. Zimmerman, am an attorney for Alpha Land and Reserves, LLC, Plaintiff in the above captioned matter.

2. I hereby certify that I served a copy of the Complaint with a Notice to Defend on the defendants, each of whom resides outside of Pennsylvania, by United States Certified Mail, Return Receipt Requested, pursuant to Pa.R.C.P. 403 and 404(2).

3. Attached hereto together as Exhibit "A" are copies of the Mailing Receipts and the Return Receipts by which a Complaint with Notice to Defend was sent to and signed for by each of the Defendants or their agents. A summary of the mailing and receipt information is as follows:

Defendant	Address	Mailing Date	Mailing Certificate Number	Signature Date
Carolyn A. Norwood and Lawrence W. Norwood, her husband,	654 Indiana Avenue McDonald, OH 44437	8-11-05	7002 2030 0002 9326 6918	8-15-05
Sarah L. Korb	628 Wellman Avenue Girard, OH 44420	8-11-05	7002 2030 0002 9326 6949	8-15-05
David L. Korb and Ruth L. Korb, his wife	6276 Youngstown Road SE Hubbard, OH 44425	8-11-05	7002 2030 0002 9326 6956	8-15-05
Raymond A. Royer, Jr.,	7-F Yester Oaks Circle Greensboro, NC 27455	8-11-05	7002 2030 0002 9326 6895	8-16-05
Howard C. Tripp, Jr. and Sylvia E. Tripp, formerly Sylvia E. Miller, his wife	210 SW Starfish Avenue Port St. Lucie, FL 34984	8-11-05	7002 2030 0002 9326 6925	8-16-05
Ramona J. Royer	296 Louis Avenue Girard, OH 44420	8-11-05	7002 2030 0002 9326 6888	Before 8-19-05

4. This Affidavit/Return of Service is executed and filed pursuant to Pa.R.C.P. 405(a) - (e).

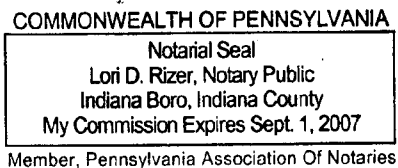
Dated: August 23, 2005

Sworn to and subscribed before me
this 23rd day of August, 2005.

Lori D. Rizer
Notary Public

David M. Zimmerman

David M. Zimmerman
PA I.D. # 62496
Bonya Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535




7002 2030 0002 9326 6918

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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OFFICIAL USE

Postage	\$ 3.85
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.90



Sent To: Lawrence W. & Carolyn A. Norwood
 Street, Apt. No., or PO Box No.: 654 Indiana Avenue
 City, State, ZIP+4: McDonald, OH 44437

PS Form 3800, June 2002 See Reverse for Instructions

7002 2030 0002 9326 6949

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

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OFFICIAL USE

Postage	\$ 2.21
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.26



Sent To: Sarah L. Korb
 Street, Apt. No., or PO Box No.: 628 Wellman Avenue
 City, State, ZIP+4: Girard, OH 44420

PS Form 3800, June 2002 See Reverse for Instructions

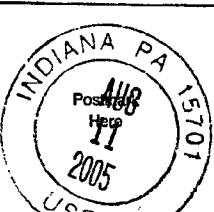
7002 2030 0002 9326 6956

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 3.85
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.90



Sent To: David L. & Ruth A. Korb
 Street, Apt. No., or PO Box No.: 6276 Youngstown Road SE
 City, State, ZIP+4: Hubbard, OH 44425

PS Form 3800, June 2002 See Reverse for Instructions

7002 2030 0002 9326 6895

U.S. Postal Service™
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 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 2.21
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.26



Sent To: Raymond A. Royer, Jr.
 Street, Apt. No., or PO Box No.: 7-F Yester Oaks Circle
 City, State, ZIP+4: Greensboro, NC 27455

PS Form 3800, June 2002 See Reverse for Instructions

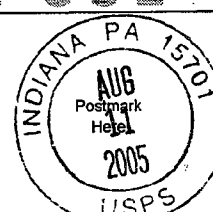
7002 2030 0002 9326 6925

U.S. Postal Service™
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 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 3.85
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.90



Sent To: Howard & Sylvia E. Tripp
 Street, Apt. No., or PO Box No.: 210 SW Starfish Avenue
 City, State, ZIP+4: Port St. Lucie, FL 34984

PS Form 3800, June 2002 See Reverse for Instructions

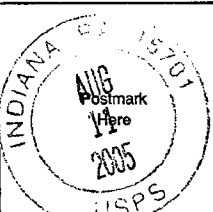
7002 2030 0002 9326 6888

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 2.21
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.26



Sent To: Ramona J. Royer
 Street, Apt. No., or PO Box No.: 296 Louis Avenue
 City, State, ZIP+4: Girard, OH 44420

PS Form 3800, June 2002 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:

Lawrence W. & Carolyn A.
Norwood
654 Indiana Avenue
McDonald, OH 44437

2. Article Number
(Transfer from service label)

7002 2030 0002 9326 6918

PS Form 3811, February 1

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Lawrence Norwood

☐ Agent

☒ Addressee

B. Received by (Printed Name)

LAWRENCE NORWOOD

C. Date of Delivery

8-15-01

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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:

Sarah L. Korb
628 Wellman Avenue
Girard, OH 44420

2. Article Number
(Transfer from service label)

7002 2030 0002 9326 6949

PS Form 3811, February 21

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Sarah L. Korb

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Sarah L. Korb

C. Date of Delivery

8/15/01

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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:

David L & Ruth A.
Korb
6276 Youngstown Road SE
Hubbard, OH 44425

2. Article Number
(Transfer from service label)

PS Form 3811, February 2

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Ruth A. Korb

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Ruth A. Korb

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7002 2030 0002 9326 6956

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:

Raymond A. Rayer, Jr.
17-F Yester Oaks Circle
Greensboro, NC 27455

2. Article Number
(Transfer from service label)

PS Form 3811, February

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Ray Rayer, Jr.

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

16

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7002 2030 0002 9326 6895

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:

Howard & Sylvia E. Tripp
210 SW Starfish Avenue
Port St. Lucie, FL
34984

2. Article Number
(Transfer from service label)

PS Form 3811, February

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7002 2030 0002 9326 6925

10

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:

Ramona J. Royer
296 Louis Avenue
Girard, OH 44420

Rec'd by DMZ
8-19-05

2. Article Number
(Transfer from service label)

PS Form 3811, February

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7002 2030 0002 9326 6888

1540

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

ALPHA LAND AND RESERVES, LLC,
a Delaware Limited Liability Company,
registered to do business in Pennsylvania,
Plaintiff

v.

CAROLYN A. NORWOOD and
LAWRENCE W. NORWOOD, her husband;
SARAH L. KORB;
DAVID L. KORB and
RUTH L. KORB, his wife;
RAYMOND A. ROYER, JR.;
HORWARD TRIPP and
SYLVIA E. TRIPP, formerly
SYLVIA E. MILLER, his wife; and
RAMONA J. ROYER,
Defendants

)
)
) No. 05-1183 C.D.
)
) TYPE OF CASE: CIVIL – ACTION FOR
) DECLARATORY
) JUDGMENT
)
) TYPE OF DOCUMENT: APPEARANCE
)
) FILED ON BEHALF OF DEFENDANTS
)
) COUNSEL OF RECORD:
)
) Gary Eiben
) Pa. I.D. No. 26375
) The McDonald Group, L.L.P.
) 456 West Sixth Street
) P.O. Box 1757
) Erie, PA 16507-0757
)
) Phone: (814) 456-5318
)

FILED ^{no cc}
m/12:54/6
SEP 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - At Law
ACTION FOR DECLARATORY
JUDGMENT

No. 05-1183 C.D. 2005

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

ALPHA LAND AND RESERVES, LLC,
a Delaware Limited Liability Company,
registered to do business in Pennsylvania,
Plaintiff

v.

CAROLYN A. NORWOOD and
LAWRENCE W. NORWOOD, her husband;
SARAH L. KORB;
DAVID L. KORB and
RUTH L. KORB, his wife;
RAYMOND A. ROYER, JR.;
HORWARD TRIPP and
SYLVIA E. TRIPP, formerly
SYLVIA E. MILLER, his wife; and
RAMONA J. ROYER,

Defendants

)
)
) No. 05-1183 C.D.
)
) TYPE OF CASE: CIVIL – ACTION FOR
) DECLARATORY
) JUDGMENT
)
) TYPE OF DOCUMENT: ANSWER
) AND COUNTERCLAIM TO COMPLAINT
) IN ACTION FOR DECLARATORY
) JUDGMENT
)
) FILED ON BEHALF OF DEFENDANTS
)
) COUNSEL OF RECORD:
)
) Gary Eiben
) Pa. I.D. No. 26375
) The McDonald Group, L.L.P.
) 456 West Sixth Street
) P.O. Box 1757
) Erie, PA 16507-0757
)
)
) Phone: (814) 456-5318

FILED NO CC
m112:5484
SEP 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

ALPHA LAND AND RESERVES, LLC,
a Delaware Limited Liability Company,
registered to do business in Pennsylvania,
Plaintiff

v.

CAROLYN A. NORWOOD and
LAWRENCE W. NORWOOD, her husband;
SARAH L. KORB;
DAVID L. KORB and
RUTH L. KORB, his wife;
RAYMOND A. ROYER, JR.;
HORWARD TRIPP and
SYLVIA E. TRIPP, formerly
SYLVIA E. MILLER, his wife; and
RAMONA J. ROYER,
Defendants

) IN THE COURT OF COMMON PLEAS
)
) CLEARFIELD COUNTY, PENNSYLVANIA
)

) CIVIL ACTION - At Law
) ACTION FOR DECLARATORY JUDGMENT

) No. 05-1183 C.D. 2005
)
)
)
)
)
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)
)
)
)

NOTICE

TO: John A. Bonya, Esquire
David M. Zimmerman, Esquire
Bonya, Gazza and DeGory LLP
134 South Sixth Street
Indiana, PA 15701

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Court Administrator
Clearfield County Courthouse
Second and Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 50-51

THE McDONALD GROUP, L.L.P.

By: _____

Gary Eiben

Pa. I.D. No. 26375

456 West 6th Street

P.O. Box 1757

Erie, PA 16507-0757

Phone: (814) 456-5318

Attorneys for Defendants

ALPHA LAND AND RESERVES, LLC,
a Delaware Limited Liability Company,
registered to do business in Pennsylvania,
Plaintiff

v.

CAROLYN A. NORWOOD and
LAWRENCE W. NORWOOD, her husband;
SARAH L. KORB;
DAVID L. KORB and
RUTH L. KORB, his wife;
RAYMOND A. ROYER, JR.;
HOWARD TRIPP and
SYLVIA E. TRIPP, formerly
SYLVIA E. MILLER, his wife; and
RAMONA J. ROYER,
Defendants

) IN THE COURT OF COMMON PLEAS
)
) CLEARFIELD COUNTY, PENNSYLVANIA
)
)

) CIVIL ACTION - At Law
) ACTION FOR DECLARATORY
) JUDGMENT

) No. 05-1183 C.D. 2005
)
)
)
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)
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)
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)
)

ANSWER TO COMPLAINT AND COUNTERCLAIM
IN ACTION FOR DECLARATORY JUDGMENT

AND NOW, come the Defendants, Carolyn A. Norwood and Lawrence W. Norwood, her husband, Sarah L. Korb, David L. Korb and Ruth A. Korb, his wife, Raymond A. Royer, Jr., Howard Tripp and Sylvia E. Tripp, formerly Sylvia E. Miller, his wife, and Ramona J. Royer, by and through their counsel, The McDonald Group, L.L.P., and file this Answer and Counterclaim to the Complaint in Action for Declaratory Judgment, averring the following:

1. Defendants are without knowledge or information sufficient to form a belief as to the averments of paragraph 1.

2. Admitted in part and denied in part. Without a complete title search, Defendants are without knowledge or information sufficient to form a belief as to whether spouses of the heirs of Jesse Korb and Sylvia Royer are owners of the properties. Further, the interest owned by Sylvia E.

Tripp, if shared with her husband, should be identified as owned by "Sylvia E. Tripp and Howard Tripp, her husband." Ruth Korb's middle initial is "A."

3. The averment of this paragraph simply identifies the alleged subject matter of the declaratory judgment action.

4. The averment of this paragraph constitutes a conclusion of law to which no responsive pleading is necessary.

5. Admitted in part and denied in part. The averments of paragraph 2 of this answer, *supra*, are incorporated herein by reference as if set forth in their entirety.

6. Admitted, except that the date is incorrect and should read April 29, 2002, rather than April 28, 2002. Further, the exhibit is not a complete agreement as it does not contain the exercise of the option which occurred on August 26, 2002, which, as a consequence, is the document which establishes August 26, 2002, as the date upon which the term of the agreement first commenced. A true and correct copy of the letter as sent to Mr. and Mrs. Korb and Mr. Royer exercising the option is appended hereto as Exhibit A.

7. The rights of Laurel Energy to mine are defined and controlled by the agreement.

8. Admitted.

9. These Defendants are without knowledge or information sufficient to form a belief as to the truth of this averment. It is acknowledged that a document which purports to be an assignment is attached to the complaint as Exhibit B. Defendants have no knowledge as to the authenticity of the document or all of the terms and conditions of the documents, particularly in light of the absence from the exhibit of the "Contribution Agreement" pursuant to which the assignment agreement was apparently executed and in light of the absence of a complete copy of the document identifying the assigned assets.

10. The Defendants are without knowledge or information sufficient to form a belief as to the averment that the mining permit was obtained through an affiliate by the name of "AMFIRE Mining Company, LLC" or that AMFIRE is an affiliate of Plaintiff. It is unknown what consultation the Plaintiff or any of its affiliates or representatives may have had with owners other than the Defendants on whose behalf this answer is being filed. These Defendants had no knowledge that AMFIRE or any other entity had obtained a mining permit as of the date upon which the agreement had to have been renewed. It is admitted that representatives of Laurel Energy L.P. advised as to areas to be timbered and sent one map pertaining to location of the pond and road without specification of dimensions. Mr. Korb had no meetings with any representatives pertaining to ponds and roads and agreement was not reached pertaining to the location of ponds and roads.

11. It is admitted that arrangements were made for timbering by all Defendants and not only David L. Korb. No ponds or roads were installed until subsequent to the final date upon which the agreement could be renewed and subsequent to notification from the Defendants that the agreement had not been renewed.

12. Denied. The Defendants had no knowledge as to the investment being made by Plaintiff. Further, Defendants at the current time do not know what investment was made of time or effort or expense in preparing the premises as of May, 2005, and did not know and do not know of the length of time to complete mining. In further response thereto, Plaintiff itself knew or should have known of time limitations within the lease and it is believed and therefore averred that construction did not commence until after Plaintiff knew or should have known that the Plaintiff had failed to timely extend the term of the agreement.

13. Admitted.

14. It is unknown when Plaintiff received the May 9, 2005, letter. It is admitted that the Plaintiff then did provide a written notice of intention to renew. Said written notice was sent past the date upon which the agreement could be renewed.

15. It is unknown how Plaintiff is counting that the renewal was at most 11 days late. The agreement speaks for itself and renewal was not validly exercised.

16. The acknowledgements appended to the complaint as Exhibit 5 speak for themselves. These documents do not and cannot impact upon the contractual rights of the Defendants on whose behalf this answer is being filed.

17. Admitted.

18. Paragraph 18 constitutes a statement of the relief requested by Plaintiff. It is denied that Plaintiff is entitled to a declaration that the option and agreement of lease was validly renewed and it is denied that Plaintiff is entitled to a declaration that the agreement will not expire until August 26, 2006.

19. The averments of paragraph 19 constitute a statement of the relief requested by the Plaintiff. It is denied that Plaintiff may continue to mine the premises as the extension was not effective, notwithstanding any acknowledgement from two of the co-tenants. Further, it is denied that this Court has any authority or responsibility to declare the reasonableness and fairness of royalties due under the lease.

WHEREFORE, the Defendants respectfully request that this Honorable Court dismiss the Plaintiff's complaint and deny the declaratory relief requested. Specifically, this Honorable Court is requested to deny the request for a determination that the April 29, 2002, option and agreement of lease was validly extended and that it will not expire (has not expired) on August 26, 2005, and

deny the request that Plaintiff may continue to mine the premises as the Plaintiff does not have a valid lease.

COUNTERCLAIM

20. The averments of paragraphs 1 through 19 of the preceding answer are incorporated herein by reference as if set forth in their entirety.

21. Pursuant to the terms of the option and agreement of lease, specifically, paragraph 11 thereof, it is necessary that lessee notify lessor of its desire to exercise an option to renew at least 120 days prior to the end of the initial term or any option renewal term thereof.

22. The Plaintiff failed to notify the Defendants of its intention to renew within the 120-day period provided by the agreement.

WHEREFORE, this Honorable Court is respectfully requested to enter a declaratory judgment that the option and lease agreement has terminated by its own terms due to the failure of the Plaintiff to timely notify Defendants of its intent to renew, and such other relief as this Honorable Court deems fair and reasonable.

Respectfully submitted,

THE McDONALD GROUP, L.L.P.

By: 

Gary Eiben
Pa. I.D. No. 26375
456 West Sixth Street
P. O. Box 1757
Erie, PA 16507-0757
Phone: (814) 456-5318

Attorneys for Defendants

Laurel Energy, L.P.

Laurel Mountain Management, Inc., general partner

August 26, 2002

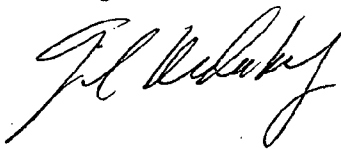
David L. and Ruth A. Korb
6276 Youngstown Road SE
Hubbard, OH 44425

Dear Mr. and Mrs. Korb:

This letter is to inform you that exploratory drilling results from your property were favorable; we therefore are exercising our option to lease as provided for in your Option and Agreement of Lease dated April 29, 2002. In reviewing the lease agreement, we discovered that we have made a clerical error in regards to the exercise of the option. Your attorney provided for a 60-day option, while our standard is a 120-day option. When I entered the information onto our calendar I mistakenly used our standard 120-day time frame. I apologize for the error and request that you please sign the acknowledgment of this letter and return it to us in the envelope provided.

If you have any questions, please call. Thank you for the opportunity to conduct business with you.

Best regards,



Gil Widenhofer
Vice President

GW:jh

Enclosure

One Energy Place, Suite 7500
Latrobe, PA 15650

EXHIBIT

tabbies

A

724 532-4327
Phone: 724-537-5731
Fax: 724-537-5820

Laurel Energy, L.P.

Laurel Mountain Management, Inc., general partner

August 26, 2002 *(120 days from 4/29/02.)*

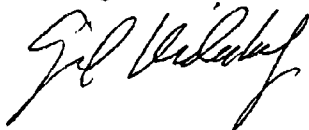
Raymond A. Royer, Jr.
7-F Yester Oaks Circle
Greensboro, NC 27455

Dear Mr. Royer:

This letter is to inform you that exploratory drilling results from your property were favorable; we therefore are exercising our option to lease as provided for in your Option and Agreement of Lease dated April 29, 2002. In reviewing the lease agreement, we discovered that we have made a clerical error in regards to the exercise of the option. Your attorney provided for a 60-day option, while our standard is a 120-day option. When I entered the information onto our calendar I mistakenly used our standard 120-day time frame. I apologize for the error and request that you please sign the acknowledgment of this letter and return it to us in the envelope provided.

If you have any questions, please call. Thank you for the opportunity to conduct business with you.

Best regards,



Gil Widenhofer
Vice President

GW:jh

Enclosure

Mailed on 9/10/02.

One Energy Place, Suite 7500
Latrobe, PA 15650

Phone: 724-537-5731
Fax: 724-537-5820

ALPHA LAND AND RESERVES, LLC,	)	IN THE COURT OF COMMON PLEAS
a Delaware Limited Liability Company,	)	CLEARFIELD COUNTY, PENNSYLVANIA
registered to do business in Pennsylvania,)	
	)	CIVIL ACTION - At Law
Plaintiff	)	ACTION FOR DECLARATORY
	)	JUDGMENT
v.)	
	)	No. 05-1183 C.D. 2005
CAROLYN A. NORWOOD and)	
LAWRENCE W. NORWOOD, her husband;)	
SARA L. KORB;)	
DAVID L. KORB and)	
RUTH L. KORB, his wife;)	
RAYMOND A. ROYER, JR.;)	
HORWARD TRIPP and)	
SYLVIA E. TRIPP, formerly)	
SYLVIA E. MILLER, his wife; and)	
RAMONA J. ROYER,)	
Defendants)	
)	
)	

VERIFICATION

David L. Korb, Defendant, deposes and says that the facts set forth in the foregoing Answer to Complaint

in Action for Declaratory Judgment are true and correct to the best of his knowledge,
information and belief. This statement is made subject to the penalties of 18 Pa. Con. Stat. Ann.
§4904 relating to unsworn falsification to authorities.

David L. Korb

David L. Korb

Dated: 9/2/05

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - At Law
ACTION FOR DECLARATORY
JUDGMENT

No. 05-1183 C.D. 2005

Raymond A. Royer, Jr., Defendant in the above matter, deposes and says that the facts set forth in the foregoing Answer to Complaint in Action for Declaratory Judgment are true and correct to the best of his knowledge, information and belief. This statement is made subject to the penalties of 18 Pa.Con.Stat.Ann. §4904 relating to unsworn falsification to authorities.

Dated: 9/6/2005

ALPHA LAND AND RESERVES, LLC,
a Delaware Limited Liability Company,
registered to do business in Pennsylvania,
Plaintiff

v.

CAROLYN A. NORWOOD and
LAWRENCE W. NORWOOD, her husband;
SARAH L. KORB;
DAVID L. KORB and
RUTH L. KORB, his wife;
RAYMOND A. ROYER, JR.;
HORWARD TRIPP and
SYLVIA E. TRIPP, formerly
SYLVIA E. MILLER, his wife; and
RAMONA J. ROYER,
Defendants

) IN THE COURT OF COMMON PLEAS
)
) CLEARFIELD COUNTY, PENNSYLVANIA
)
)
)

CIVIL ACTION - At Law
ACTION FOR DECLARATORY
JUDGMENT

No. 05-1183 C.D. 2005

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the Answer of David L. Korb, Ruth A. Korb, and Raymond A. Royer, Jr. to Complaint in Action for Declaratory Judgment was served upon counsel for Plaintiff, John A. Bonya, Esquire, and David M. Zimmerman, Esquire, Bonya, Gazza and DeGory LLP, 134 South Sixth Street, Indiana, PA 15701 on the 6 day of September, 2005, by first class, United States mail, postage pre-paid.

Respectfully submitted,

THE McDONALD GROUP, L.L.P.

By: Gary Eiben
Gary Eiben
Pa. I.D. No. 26375
456 West 6th Street
P.O. Box 1757
Erie, PA 16507-0757
Phone: (814) 456-5318

Attorneys for Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

ALPHA LAND AND RESERVES, LLC, :
a Delaware Limited Liability Company, :
registered to do business in Pennsylvania : NO. 05-1183-C.D.

Plaintiff,

vs.

CAROLYN A. NORWOOD and
LAWRENCE W. NORWOOD,
her husband;
SARAH L. KORB;
DAVID L. KORB and,
RUTH L. KORB his wife;
RAYMOND A. ROYER, JR.;
HOWARD TRIPP and
SYLVIA E. TRIPP, formerly
SYLVIA E. MILLER, his wife; and
RAMONA J. ROYER,

Defendants.

: TYPE OF CASE: Civil – Action for
: Declaratory Judgment

: TYPE OF DOCUMENT: Answer and New
: Matter to Defendants' Counterclaim

: FILED ON BEHALF OF: Plaintiff

: COUNSEL OF RECORD FOR PLAINTIFF:

: John A. Bonya
: PA Id. No. 10877

: David M. Zimmerman
: PA Id. No. 62496

: Bonya Gazza & DeGory, LLP
: 134 South Sixth Street
: Indiana, PA 15701
: (724) 465-5535

Dated: September 21, 2005

FILED 3cc
rd 2:54 PM
SEP 22 2005
William A. Shaw
Prothonotary/Clerk of Courts
Zimmerman

ALPHA LAND AND RESERVES, LLC, : IN THE COURT OF COMMON PLEAS
a Delaware Limited Liability : CLEARFIELD COUNTY, PENNSYLVANIA
Company, registered to do business :
in Pennsylvania :

Plaintiff, : CIVIL ACTION - ACTION FOR
: DECLARATORY JUDGMENT

vs. :

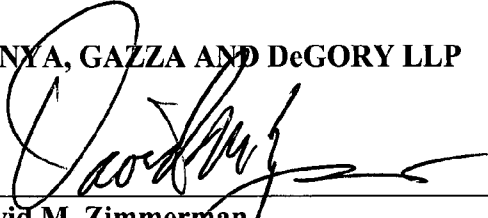
CAROLYN A. NORWOOD and :
LAWRENCE W. NORWOOD, : NO. 05-1183 C.D. 2005
her husband; :
SARAH L. KORB; :
DAVID L. KORB and, :
RUTH L. KORB his wife; :
RAYMOND A. ROYER, JR.; :
HORWARD TRIPP and :
SYLVIA E. TRIPP, formerly :
SYLVIA E. MILLER, his wife; and :
RAMONA J. ROYER, :

Defendants. :

TO: DEFENDANTS

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE
ENCLOSED NEW MATTER TO DEFENDANTS' COUNTERCLAIM WITHIN
TWENTY (20) DAYS FROM SERVICE HEREOF OR A JUDGMENT MAY BE
ENTERED AGAINST YOU.

BONYA, GAZZA AND DeGORY LLP



David M. Zimmerman
PA Id. No. 62496
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

ALPHA LAND AND RESERVES, LLC,	:	IN THE COURT OF COMMON PLEAS
a Delaware Limited Liability	:	CLEARFIELD COUNTY, PENNSYLVANIA
Company, registered to do business	:	
in Pennsylvania	:	
	:	
Plaintiff,	:	CIVIL ACTION - ACTION FOR
	:	DECLARATORY JUDGMENT
vs.	:	
	:	
CAROLYN A. NORWOOD and	:	
LAWRENCE W. NORWOOD,	:	NO. 05-1183 C.D. 2005
her husband;	:	
SARAH L. KORB;	:	
DAVID L. KORB and,	:	
RUTH L. KORB his wife;	:	
RAYMOND A. ROYER, JR.;	:	
HORWARD TRIPP and	:	
SYLVIA E. TRIPP, formerly	:	
SYLVIA E. MILLER, his wife; and	:	
RAMONA J. ROYER,	:	
	:	
Defendants.	:	

ANSWER AND NEW MATTER TO DEFENDANTS' COUNTERCLAIM

AND NOW, comes the Plaintiff, Alpha Land and Reserves, LLC, which by and through its attorneys, John A. Bonya, David M. Zimmerman and Bonya, Gazza and DeGory LLP, files the following Answer and New Matter to Defendants' Counterclaim:

Answer to Counterclaim

20. By Paragraph 20 of their Counterclaim, Defendants incorporate Paragraphs 1 through 19 of their answer and no response is required. To the extent a response is required, Plaintiff incorporates herein Paragraphs 1 through 19 of its Complaint.

21. The Option and Agreement of Lease, specifically Paragraph 11 thereof, speaks for itself. The averment that it is necessary that lessee notify lessor of its desire to exercise an option to renew at least 120 days prior to the end of the initial or option renewal term is denied to the extent that such averment implies that the lessee would forfeit renewal rights by a mere technical

failure to adhere to such notice provision.

22. It is admitted that Plaintiff did not provide formal written notice of renewal for an additional one-year term within 120 days of August 26, 2005. By way of further reply, the averments of Paragraphs 13 through 16 of Plaintiff's Complaint are included herein by reference.

WHEREFORE, Plaintiff Alpha Land and Reserves, LLC requests the Court to grant the relief requested in its Complaint.

New Matter to Counterclaim

23. Plaintiff incorporates the averments of its Complaint and Answer to Counterclaim.

24. Defendants are barred by the doctrines of ratification, equitable estoppel, laches and/or waiver from asserting that any failure by Plaintiff to adhere to the technical provisions of Paragraph 11 of the Option and Agreement of Lease resulted in termination of the Agreement or Plaintiff's rights to mine the Premises under the Agreement.

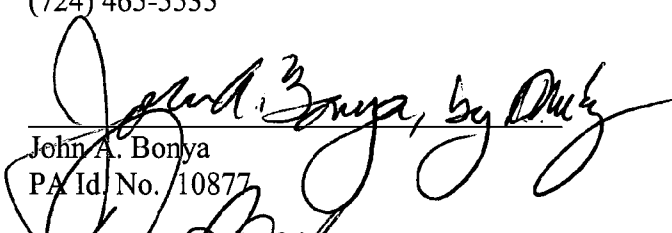
25. For the reasons set forth in the Complaint, and for the reason that on and after August 26, 2005 Defendants failed to take any action to prevent Plaintiff from continuing to mine the Premises, Defendants have no legal authority to assert and/or are barred by the doctrines of ratification, equitable estoppel, laches and/or waiver from asserting that Plaintiff does not have the right to mine the Premises under a lease as between Plaintiff and Martha V. Klinger and Emily J. Schindley or in any other manner attempting to prevent Plaintiff from mining the Premises.

WHEREFORE, Plaintiff Alpha Land and Reserves, LLC requests the Court to grant the relief requested in its Complaint.

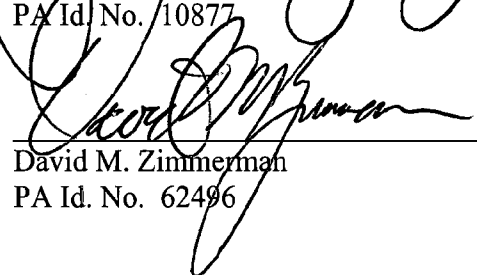
Respectfully submitted,

BONYA, GAZZA AND DeGORY LLP

134 South Sixth Street
Indiana, PA 15701
(724) 465-5535




John A. Bonya
PA Id. No. 10877



David M. Zimmerman
PA Id. No. 62496

VERIFICATION

I, Peter V. Merritts, am a Vice President of Alpha Land and Reserves, LLC, and hereby verify that the facts set forth in the foregoing Answer and New Matter to Counterclaim are true and correct to the best of my knowledge, information and belief. I further verify that I am authorized to execute this verification on behalf of Alpha Land and Reserves, LLC. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.


Peter V. Merritts

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of September, 2005, I served a copy of the above pleading on the following persons and at the following addresses by United States first class mail, postage prepaid:

Gary Eiben, Esquire
The McDonald Group, L.L.P.
456 West 6th Street
P.O. Box 1757
Erie, PA 16507-0757

BONYA GAZZA & DeGORY, LLP

By 

David M. Zimmerman
PA ID# 62496
134 South Sixth Street
Indiana, PA 15701
724-465-5535
Attorneys for Plaintiff

ALPHA LAND AND RESERVES, LLC,
a Delaware Limited Liability Company,
registered to do business in Pennsylvania,
Plaintiff

v.

CAROLYN A. NORWOOD and
LAWRENCE W. NORWOOD, her husband;
SARAH L. KORB;
DAVID L. KORB and
RUTH L. KORB, his wife;
RAYMOND A. ROYER, JR.;
HORWARD TRIPP and
SYLVIA E. TRIPP, formerly
SYLVIA E. MILLER, his wife; and
RAMONA J. ROYER,
Defendants

) IN THE COURT OF COMMON PLEAS
)
) CLEARFIELD COUNTY, PENNSYLVANIA
)
)

) CIVIL ACTION - At Law
) ACTION FOR DECLARATORY
) JUDGMENT

) No. 05-1183 C.D. 2005
)
)
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FILED NO
m/11/19/30/3
OCT 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

REPLY TO NEW MATTER TO COUNTERCLAIM

AND NOW, come the Defendants, by and through their counsel, The McDonald Group, L.L.P., and file this reply to the Plaintiff's new matter to Defendants' counterclaim:

23. Paragraph 23 of the Plaintiff's new matter to counterclaim is an incorporation paragraph to which no responsive pleading is necessary. To the extent any response is necessary, the Defendants incorporate herein the averments of the answer and counterclaim previously filed on their behalf.

24. The averments of this paragraph constitute conclusions of law to which no responsive pleading is necessary. It is denied that the Defendants are barred by the doctrine of ratification and/or the doctrine of equitable estoppel and/or the doctrine of laches and/or the doctrine of waiver from asserting the failure of Plaintiff to adhere to the requirements of paragraph 11 of the Option and Agreement of Lease or from asserting that there was a termination of the agreement

and/or of Plaintiff's rights to mine the premises under the agreement. Further, any inference that Plaintiff's failure to adhere to a "technical provision" is insignificant or of no legal consequence is denied and, in further response, it is averred that the notification requirements Plaintiff has failed to satisfy are important requirements of the Option and Agreement of Lease.

25. This paragraph is denied as setting forth conclusions of law to which no responsive pleading is necessary. Further, the averments of the answer and counterclaim are incorporated herein by reference as if set forth in their entirety. Defendants have no obligation to take any action on or after August 26, 2005, in response to what constitutes a trespass and, in further response thereto, have taken action by the filing of a counterclaim in this matter. Further, Plaintiff has been on notice as to the position of Defendants. In further response thereto, Defendants incorporate the averments of paragraph 24, *supra*, and denies that any of the doctrines of ratification, equitable estoppel, laches and/or waiver are applicable to prevent Defendants from asserting that Plaintiff has no right to mine the premises or to prevent Defendants from attempting to prevent Plaintiff from mining the premises in any and all legitimate and legally recognized methods.

WHEREFORE, the Defendants respectfully request that this Honorable Court grant the relief requested in the counterclaim.

Respectfully submitted,

THE McDONALD GROUP, L.L.P.

By: 

Gary Eiben
Pa. I.D. No. 26375
456 West Sixth Street
P. O. Box 1757
Erie, PA 16507-0757
Phone: (814) 456-5318

Attorneys for Defendants

ALPHA LAND AND RESERVES, LLC,	)	IN THE COURT OF COMMON PLEAS
a Delaware Limited Liability Company, registered to)	
do business in Pennsylvania,	)	CLEARFIELD COUNTY, PENNSYLVANIA
)	
Plaintiff)	
	)	CIVIL ACTION - At Law
v.	)	ACTION FOR DECLARATORY JUDGMENT
)	
CAROLYN A. NORWOOD and)	
LAWRENCE W. NORWOOD, her husband;	)	No. 05-1183 C.D. 2005
SARAH L. KORB;)	
DAVID L. KORB and)	
RUTH L. KORB, his wife;)	
RAYMOND A. ROYER, JR.;)	
HORWARD TRIPP and)	
SYLVIA E. TRIPP, formerly)	
SYLVIA E. MILLER, his wife; and)	
RAMONA J. ROYER,)	
)	
Defendants)	
)	

VERIFICATION

David L. Korb, Defendant in the above matter, deposes and says that the facts set forth in the foregoing Reply to New Matter to Counterclaim are true and correct to the best of his knowledge, information and belief. This statement is made subject to the penalties of 18 Pa.Con.Stat.Ann. §4904 relating to unsworn falsification to authorities.

David L. Korb

David L. Korb

Dated: 9/27/05

ALPHA LAND AND RESERVES, LLC,
a Delaware Limited Liability Company,
registered to do business in Pennsylvania,
Plaintiff

v.

CAROLYN A. NORWOOD and
LAWRENCE W. NORWOOD, her husband;
SARAH L. KORB;
DAVID L. KORB and
RUTH L. KORB, his wife;
RAYMOND A. ROYER, JR.;
HORWARD TRIPP and
SYLVIA E. TRIPP, formerly
SYLVIA E. MILLER, his wife; and
RAMONA J. ROYER,
Defendants

) IN THE COURT OF COMMON PLEAS
)
) CLEARFIELD COUNTY, PENNSYLVANIA
)
)
)

) CIVIL ACTION - At Law
) ACTION FOR DECLARATORY
) JUDGMENT

) No. 05-1183 C.D. 2005
)
)
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)

VERIFICATION

Raymond A. Royer, Jr., Defendant in the above matter, deposes and says that the facts set forth in the foregoing Reply to New Matter to Counterclaim are true and correct to the best of his knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. Con. Stat. Ann. §4904 relating to unsworn falsification to authorities.

Raymond A. Royer, Jr.
Raymond A. Royer, Jr.

Dated: 9/27/2005

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - At Law
ACTION FOR DECLARATORY
JUDGMENT

No. 05-1183 C.D. 2005

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

ALPHA LAND AND RESERVES, LLC, : NO. 05-1183-C.D.
a Delaware Limited Liability Company, :
registered to do business in Pennsylvania :

Plaintiff,

vs.

CAROLYN A. NORWOOD and
LAWRENCE W. NORWOOD,
her husband;
SARAH L. KORB;
DAVID L. KORB and,
RUTH L. KORB his wife;
RAYMOND A. ROYER, JR.;
HOWARD TRIPP and
SYLVIA E. TRIPP, formerly
SYLVIA E. MILLER, his wife; and
RAMONA J. ROYER,

Defendants.

: TYPE OF CASE: Civil – Action for
: Declaratory Judgment

: TYPE OF DOCUMENT: Settlement Praecipe

: FILED ON BEHALF OF: Plaintiff & Defendants

: COUNSEL OF RECORD FOR PLAINTIFF:

: John A. Bonya
: PA Id. No. 10877

: David M. Zimmerman
: PA Id. No. 62496

: Bonya Gazza & DeGory, LLP
: 134 South Sixth Street
: Indiana, PA 15701
: 724-465-5535

: COUNSEL OF RECORD FOR DEFENDANTS:

: Gary Eiben
: PA Id. No. 26375
: The McDonald Group, LLP
: 456 West 6th Street
: P.O. Box 1757
: Erie, PA 16507-0757
: 814-456-5318

Dated: December 21, 2005

FILED No CC
m/a: 0061/3 Cert. of Disc.
DEC 22 2005 to Atty
LM Zimmerman
William A. Shaw
Prothonotary/Clerk of Courts
Copy to CIA

ALPHA LAND AND RESERVES, LLC, : IN THE COURT OF COMMON PLEAS
a Delaware Limited Liability : CLEARFIELD COUNTY, PENNSYLVANIA
Company, registered to do business :
in Pennsylvania :

Plaintiff, : CIVIL ACTION - ACTION FOR
: DECLARATORY JUDGMENT

vs. :

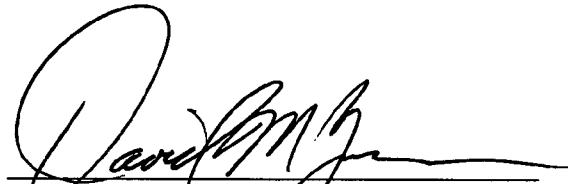
CAROLYN A. NORWOOD and :
LAWRENCE W. NORWOOD, : NO. 05-1183 C.D. 2005
her husband; :
SARAH L. KORB; :
DAVID L. KORB and, :
RUTH L. KORB his wife; :
RAYMOND A. ROYER, JR.; :
HORWARD TRIPP and :
SYLVIA E. TRIPP, formerly :
SYLVIA E. MILLER, his wife; and :
RAMONA J. ROYER, :

Defendants. :

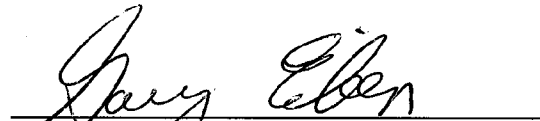
PRAECIPE

TO THE PROTHONOTARY:

Kindly mark the above matter settled, discontinued and ended as to all claims and all parties.



David M. Zimmerman
PA Id. No. 62496
Bonya Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701
724-465-5535
Counsel for Plaintiff



Gary Eiben
PA Id. No. 26375
The McDonald Group, LLP
456 West 6th Street
P.O. Box 1757
Erie, PA 16507-0757
814-456-5318
Counsel for Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

Alpha Land and Reserves, LLC

Vs.

No. 2005-01183-CD

**Carolyn A. Norwood and Lawrence W. Norwood;
Sarah L. Korb; David L. Korb and Ruth L. Korb;
Raymond A. Royer Jr.; Howard Tripp and Sylvia E. Tripp,
formerly Sylvia E. Miller; Ramona J. Royer**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 22, 2005, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by David M. Zimmerman, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of December A.D. 2005.

William A. Shaw, Prothonotary