

NOT USED

SETTLED

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

Craig L. Wise,
Plaintiff

vs.

Corey J. Wise,
Defendant

*

*

*

*

Docket No. 06-817-CD

Type of Pleading:
COMPLAINT

Filed on behalf of:
PLAINTIFF: Craig L. Wise

Counsel of record for
this party:

Dwight L. Koerber, Jr., Esq.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 6cc
0/1:36 31 Amy Koerber
MAY 24 2006
William A. Shaw
Prothonotary/Clerk of Courts
Amy pd. 85.00

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

Craig L. Wise,
Plaintiff

*

*

vs.

Docket No.

*

Corey J. Wise,
Defendant

*

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action 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 within twenty (20) days. 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 relief claimed in the complaint by the plaintiff.

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 32

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

Craig L. Wise,
Plaintiff

*

*

vs.

Docket No.

*

Corey J. Wise,
Defendant

*

COMPLAINT

COMES NOW Plaintiff Craig L. Wise, by and through his attorney, Dwight L. Koerber, Jr., and files the within Complaint seeking injunctive relief and damages against Defendant Corey J. Wise. In support thereof, Plaintiff avers and shows as follows:

1. Plaintiff is Craig L. Wise, who resides at 207 Charles Road, Clearfield, Pennsylvania, 16830.
2. Defendant is Corey J. Wise, formerly of 187 Treasure Lake, Clearfield County, DuBois, Pennsylvania, 15801, but now residing at P.O. Box 32, Bucyrus, OH, 44820, with a work address of Oberlander's Tree Service, 1874 East Mansfield St., Bucyrus, OH, 44820.
3. Beginning on or about April 1, 1997, the partners entered into an oral partnership as equal partners, for the purpose of operating a family business known as Johnston's Nursery.
4. On March 15, 2004, Plaintiff and Defendant signed a Partnership Agreement whereby they reduced to writing the terms and conditions of their

Partnership Agreement.

5. Attached hereto as Exhibit A is a true and correct copy of the Partnership Agreement of the parties hereunto covering their business known as Johnston's Nursery.

6. Paragraph 15 of the Partnership Agreement has a provision entitled "Withdrawal of Partner", whereby a partner may give notice of his intention to seek dissolution of the partnership, which notice shall be construed as granting an option to the remaining partner to purchase the withdrawing partner's interest in the partnership.

7. Paragraph 17 of the Partnership Agreement specifies that the purchase price of the partnership interest which the remaining partner shall pay to the withdrawing partner is the net book value of the withdrawing partner's interest in the partnership.

8. On January 18, 2006, Defendant gave notice to Plaintiff that he was withdrawing from the partnership pursuant to paragraph 15 of the Partnership Agreement. Attached hereto as Exhibit B is a true and correct copy of that notice.

9. On January 25, 2006, Plaintiff gave written notice of his intention to continue operating the business and to exercise his right to purchase the interest of Defendant, and pointed out the need to determine the net book value of the partnership as provided by paragraph 17 of the Partnership Agreement. Attached hereto as Exhibit C is a copy of the written response confirming the interest of Plaintiff to exercise the option to continue the business and to purchase Defendant's interest as

provided in the Partnership Agreement.

10. While the parties hereunto each retained separate legal counsel, they continued to have discussions between themselves, with Defendant noting that he was intending to accept employment in the Columbus, Ohio area. The parties, however, delayed having a sit-down meeting along with their legal counsel to discuss the purchase price, as they had not yet received the accounting information from their accountant as to the net book value of the company.

11. On March 6, 2006, Plaintiff sent to Defendant a preliminary report from their accountant showing the net book value of the company through December 31, 2005, but pointed out that this report needed to be adjusted because there had been a sizable volume of inventory that was destroyed at the end of 2005 by mutual agreement between the parties and that inventory needed to be accounted for and deducted from the net book value of the company. According to the preliminary information shown at that time, the net book value of Johnston's Nursery was \$119,930.00, of which 50% would be attributable to Defendant. Attached hereto as Exhibit D is a true and correct copy of the letter of March 6, 2006, which includes the said accounting data.

12. On March 27, 2006, Plaintiff obtained updated accounting information from the accountant for Johnston's Nursery, which was necessary to determine the net book value of the company, and Plaintiff presented that information to Defendant by letter dated March 27, 2006. This accounting information, which took into account the fact that a certain amount of inventory had been destroyed by mutual agreement of the

parties, showed that the net book value of the partnership was \$102,643.00, of which 50% would be Defendant's share in the partnership. Attached hereto as Exhibit E is a true and correct copy of the March 27, 2006 letter establishing the net book value of Defendant's interest as of December 31, 2005 as being \$51,321.50.

13. Immediately after the updated accounting information was presented to Defendant by the March 27, 2006 correspondence, so as to set forth the current net book value of the company, the parties scheduled a sit-down meeting with their respective legal counsel, such meeting occurring on March 29, 2006, at the Law Offices of Dwight L. Koerber, Jr. at 110 North Second Street, Clearfield, Pennsylvania, 16830.

14. In the meeting of March 29, 2006, the parties were unable to agree upon a final buyout price, but agreed to take immediate steps to continue meeting with one another in an effort to consummate the terms and conditions under which Plaintiff would exercise his option to purchase the interest of Defendant as a withdrawing partner.

15. After various informal discussions between the parties, Plaintiff formalized these discussions in a written notice dated April 11, 2006 to purchase the business for the sum of \$34,472.58, this representing the net book value of the business through the first quarter of 2006.

16. Attached hereto as Exhibit F is a copy of the correspondence of Plaintiff dated April 11, 2006, setting forth the details of the offer to purchase the interest of Defendant in Johnston's Nursery, for the net book price as set forth in the Partnership Agreement, such price being \$34,472.58.

17. During the time of negotiating between the parties, they both recognized that time was of the essence, as Defendant had already relocated to begin full time work at his new job in the Columbus, Ohio area (actually Bucyrus, Ohio), with this occurring at the same time that Johnston's Nursery was entering into its peak season in the nursery and landscaping business.

18. Plaintiff stands ready, willing and able to purchase the interest of Defendant, by paying net book value for Defendant's interest in the Partnership Agreement, but pointed out that as a condition precedent to going to settlement on the purchase of Defendant's interest in the partnership, it was first necessary for there to be a signed agreement between the parties, setting forth the exact transfer price and the date of the transfer.

19. Notwithstanding the clear and direct language of the Partnership Agreement, Defendant has refused to sell his ownership interest in Johnston's Nursery according to net book value, as specified by paragraph 17 of the agreement, but instead has demanded a purchase price that is approximately four (4) times the net book value of Defendant's interest in the partnership.

20. In failing and refusing to sell his interest for net book value, pursuant to the option to purchase under paragraphs 15 – 17 of the Partnership Agreement, Defendant has breached the terms of the Partnership Agreement.

WHEREFORE, Plaintiff prays that this Honorable Court enter an Order declaring that Defendant is in breach of the terms of the March 15, 2004 Partnership Agreement

between the parties, which permits Plaintiff, as the remaining partner, to purchase the interest of Defendant, as the withdrawing partner, by paying net book value of Defendant's interest in the partnership, plus costs of litigation.

REQUEST FOR INJUNCTIVE RELIEF

21. Paragraphs 1 – 20 of the Complaint are hereby incorporated by reference as though set forth in full.

22. In failing and refusing to sell his partnership interest for net book value as specified by the Partnership Agreement, Defendant is causing irreparable harm to Plaintiff, for the following reasons:

- a. From the beginning of January 1, 2006, and continuing thereafter, Plaintiff has been forced to borrow money on his own so as to continue to meet both the long-term and short-term debts of the partnership, as the partnership does not have existing sufficient assets to enable it to pay such debts on its own.
- b. By failing and refusing to enter into an agreement in accordance with paragraphs 15 – 17 of the Partnership Agreement, establishing the buyout price at net book value, Defendant has effectively blocked Plaintiff's efforts to secure refinancing needed for the operation of the business and for the possible acquisition of Defendant's interest in the business. Plaintiff is not able to obtain financing that would be secured by the partnership assets as long as the assets continue to be in the name of both Plaintiff and Defendant, with this being a particular problem for the real estate owned by Johnston's Nursery, as it is titled in joint names and not just in the partnership name.
- c. If Plaintiff were to proceed toward a complete dissolution of the business of Johnston's Nursery, with the liquidation and sale of its assets, it would result in a loss of revenues for an indeterminate period of time and would prevent Plaintiff from having sufficient resources to pay existing debt and to satisfy the requirements of

the creditors of Johnston's Nursery, thereby harming the credit rating of Plaintiff and effectively preventing him from obtaining suitable financing in the future.

- d. The underlying intent of the Partnership Agreement, in particular the right to withdraw and the option to purchase a withdrawing partner's interest, as set forth in paragraphs 15 – 17 of the Partnership Agreement, would be defeated because it would force the partnership into dissolution and winding up of its business affairs in a fashion that would be harmful to Plaintiff in his efforts to continue the operation of Johnston's Nursery as the remaining partner of the business.
- e. Johnston's Nursery is a long-term family business and the Partnership Agreement, in particular paragraphs 15 – 17, provided for a continuation of that family business even if one of the partners should withdraw from the partnership.

23. It is Plaintiff's position that there is no adequate remedy at law for the damages that he is incurring, through Defendant's refusal to comply with the language of the Partnership Agreement, paragraphs 15 – 17, which provides for the sale of the partnership interest according to net book value, because if the business does not continue to operate, Plaintiff's credit standing would be ruined, his standing with long-term suppliers and customers that have been served by the business would be impaired, and the assets of the company would be subject to a "fire sale", thereby producing a strong potentiality that upon liquidation of the business there would be insufficient revenues gained to cover existing debt.

24. The period of time required to determine the net amount of the losses that Plaintiff would incur, due to Defendant's breach of paragraphs 15 – 7 of the Partnership Agreement, is such that Plaintiff does not believe that Defendant could satisfy a judgment entered against him as a result as his breach of contract, inasmuch

as the Plaintiff believes, and therefore alleges, that the primary asset of Defendant is his ownership interest in Johnston's Nursery, and this asset stands to be rendered a negative value if the ongoing operations of the company do not continue due to the lack of available funding to continue operation.

25. In order to prevent Plaintiff from incurring irreparable harm, Plaintiff requests This Honorable Court to grant him the following relief:

- a. Declare that the proper measure of payment which Defendant is entitled to, for payment of his ownership interest in Johnston's Nursery, is the net book value of the company.
- b. Declare that the proper payment for the net book value of Defendant's interest in Johnston's Nursery, as of March 31, 2006, is \$34,472.58.
- c. Order the Defendant, upon the payment to him of his net book value in the partnership, to sign an appropriate bill of sale and appropriate deeds, transferring his partnership interest in the said business to Plaintiff, covering those assets which are identified in the books and records of the company so as to establish net book value.
- d. Award to Plaintiff such other, general and further relief to which he, under the circumstances, is entitled.

WHEREFORE, Plaintiff prays that an injunction be entered awarding him the relief requested in paragraph 25, above, plus costs of litigation.

REQUEST FOR DAMAGES

26. Paragraphs 1 –25 of the Complaint are hereby incorporated by reference as though set forth in full.

27. In the event that injunctive relief is not granted, so as to order the proper transfer of Defendant's ownership interest in Johnston's Nursery, upon payment of net book value, it will then be necessary for the dissolution and liquidation of the partnership assets to occur.

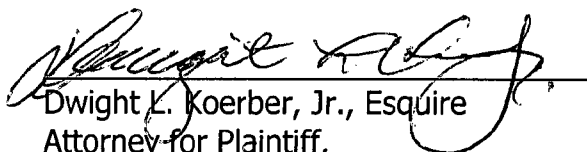
28. Plaintiff is not able to determine at this time what the cost of liquidation will be, and likewise is unable to determine what the gross proceeds from the sale of the assets will be, with these figures being necessary to ascertain before full damages can be established.

29. Plaintiff fully believes, and therefore avers, however, that the total amount of damages that he will incur are substantial, well in excess of the \$20,000.00 level for compulsory arbitration before this Court.

30. In addition to seeking damages for the loss of value of Johnston's Nursery, Plaintiff also seeks consequential damages due to the failure of Defendant to comply with paragraphs 15 – 17 of the March 15, 2004 Partnership Agreement.

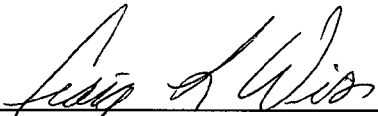
WHEREFORE, Plaintiff prays that judgment be entered in his favor and against Defendant for breach of contract, and that damages be awarded in an amount in excess of \$20,000.00, plus costs of litigation.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff,
Craig L. Wise

VERIFICATION

I certify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Craig L. Wise

DATE: 5/24/06

EXHIBIT A

Attached hereto as Exhibit A is a true and correct copy of the Partnership Agreement of the parties.

PARTNERSHIP AGREEMENT

BETWEEN, COREY J. WISE of 187 Treasure Lake, Clearfield County, DuBois, Pennsylvania 15801, (hereafter, "COREY") and CRAIG L. WISE of 207 Charles Road, Clearfield County, Clearfield, Pennsylvania 16830, (hereafter, "CRAIG"). Said parties are hereinafter referred to jointly as, "partners" and when hereafter referred to individually as "Corey" or "Craig", each is being referenced as an individual partner under this Agreement unless it is clear in context that the reference is to a party in his individual capacity and not as a partner.

WHEREAS, the parties hereto on or about April 1, 1997, entered into an oral partnership agreement, wherein the parties were equal partners, for the purpose of purchasing the assets of an ongoing business, known as Johnston's Nursery:

WHEREAS, the parties thereafter did purchase said assets including the name and commenced the conduct of a partnership business under the trade name of Johnston's Nursery and conducted said business and the affairs of the partnership in accordance with the oral agreement which they had previously made;

WHEREAS, the parties hereto have determined for various business reasons, including the orderly conduct of business, that it is necessary and desirable to reduce the terms of the

oral partnership to a written agreement and each are willing to do so;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and intending to be legally bound hereby, the parties agree as follows:

Type of Business

1. The Partners voluntarily associate themselves together as general partners of a partnership for the purpose of conducting the general business of professional landscaping, a nursery, and any other business that may from time to time be agreed on by all the Partners.

2. The name of the Partnership shall be JOHNSTON'S NURSERY. The name constitutes an asset of the Partnership. This name has been be registered in the office of the Secretary of State as the fictitious name of the Partnership, having been filed on January 12, 1998, indicating the partners as owners of the same and having been advertised as required on March 16, 1998 in the Clearfield Progress.

Term of Partnership

3. The Partners acknowledge that the Partnership commenced on or about April 1, 1997, and continued thereafter continuously through the present time and that the partnership shall continue until dissolved or terminated as provided in this Agreement.

Place of Business

4. The principal place of business of the Partnership shall be at 5600 State Park Road, Clearfield County, Penfield, Pennsylvania, 15849, and any other place or places that may be mutually agreed on by the parties to this Agreement.

Initial Capital

5. The partners acknowledge that each contributed initial capital to the Partnership in the amount of One Hundred and no/100 (\$100.00) Dollars, provided services and undertook and incurred substantial debt which was used to purchase assets, all for the benefit of the Partnership. Such capital contribution is evidence by the financial and business records of the Partnership, all of which are incorporated herein by reference.

Withdrawal of Capital

6. No Partner shall withdraw any portion of the capital of the Partnership without the express written consent of the other Partner.

Profits and Losses

7. Any net profits or losses that may accrue to the Partnership shall be distributed to or borne by the Partners in equal proportions as follows:

COREY L. WISE, 50 percent;

CRAIG L. WISE, 50 percent.

Partnership Books

8. At all times during the continuation of the Partnership, the Partners shall keep accurate books of account in which all matters relating to the Partnership, including all of its income, expenditures, assets, and liabilities, shall be entered. These books shall be kept on a cash basis and shall be open to examination by either Partner at any time.

Fiscal Year

9. The fiscal year of the Partnership shall end on the 31st day of December each year.

Accountings

10. A complete accounting the Partnership affairs as of the close of business on the last day of March, June, September, and December of each year shall be rendered to each Partner within thirty (30) days after the close of each of those months. On each accounting, the net profits of the Partnership shall be distributed to the Partners as provided in this Agreement to the extent that cash is available for this distribution or in such a manner as the partners shall agree. Except as to manifest errors discovered within ninety (90) days after its rendition, each accounting shall be final and conclusive to each Partner.

Time Devoted to Partnership

11. Each Partner shall devote his undivided time and attention and use the utmost of his skills and ability in furtherance of the Partnership business.

Management and Authority

12. Each Partner shall have an equal voice in the management of the Partnership and shall have authority to bind the Partnership in making contracts and incurring obligations in the name and on the credit of the firm. However, no Partner shall incur any obligations in the name or on the credit of the firm exceeding One Thousand and 00/100 (\$1000.00) Dollars without the express written consent of the other Partner. Any obligation incurred in violation of this provision shall be charged to and collected from the individual Partner incurring the obligation.

Salaries

13. As compensation for his services in and to the Partnership business, each Partner shall be entitled to a salary of One Thousand and 00/100 (\$1,000.00) Dollars every other week, which shall be deducted by the Partnership as an ordinary and necessary business expense before determination of net profits. The salary of any Partner may, however, be increased or reduced at any time by mutual agreement of all the Partners.

Net Profits Defined

14. The term "net profits" as used in this Agreement shall mean the net profits of the Partnership as determined by generally accepted accounting principles for each accounting period provided for in this Agreement.

Withdrawal of Partner

15. Any Partner may withdraw from the Partnership at the end of any accounting period by giving the other Partner one hundred twenty (120) days written notice of his intention to do so prior to the end of such accounting period. For purposes of this Agreement, an accounting period shall be quarterly, on a calendar year basis, with the four accounting periods ending respectively on March 31, June 30, September 31, and December 31. Such withdrawal shall however, constitute an offer by the partner giving such notice, to dissolve the Partnership and the Partnership shall be dissolved in accordance with Pennsylvania Law unless the parties make an alternative mutually acceptable arrangement or the partner receiving such notice exercises his option to purchase the withdrawing partner's interest in accordance with this Agreement.

Option to Purchase Terminated Interest

16. On dissolution of the Partnership by the withdrawal or other act of a Partner, the remaining Partner, on written notice to the other Partner within sixty (60) days of the dissolution,

may continue the Partnership business by purchasing the interest of the other Partner in the assets and goodwill of the Partnership. The remaining Partner shall have the option to purchase the interest of the withdrawing Partner by paying to this Partner or the Partner's personal representative the value of the interest determined as provided in Paragraph 17 of this Agreement.

Purchase Price of Partnership Interest

17. On exercise of the option described in Paragraph 16, above, the remaining Partner shall pay to the person who is legally entitled to it the net book value of the interest as shown on the last regular accounting of the Partnership preceding the dissolution together with the full un-withdrawn portion of the deceased, withdrawing, or terminated Partner's distributive share of any net profits earned by the Partnership between the date of the accounting and the date of dissolution of the Partnership.

Buy-Sell Agreement on Death of Partner

18. If the Partnership is dissolved by the death of a Partner, the remaining Partner shall have the obligation within one hundred eighty (180) days from the date of death of the deceased Partner to purchase the interest of the deceased Partner in the Partnership and to pay to the personal representative of the deceased Partner the value of that interest as provided in Paragraph 17 of this Agreement. During

this one hundred eighty (180) day period following the death of a Partner, the remaining Partner may continue the business of the Partnership but the estate or personal representative of the deceased Partner shall not be liable for any obligations incurred in the Partnership business that are greater than any amount includable in the estate of the deceased Partner that was previously invested or involved in the Partnership and remained so on the date of death. The estate of the deceased Partner shall be obligated to sell his or her Partnership interest as provided in this Agreement and shall be entitled, at the election of the personal representative of the deceased Partner, either to one half of the net profits earned by the Partnership business during one hundred eighty (180) day period or to interest for the use during this period of the deceased's interest in the Partnership business at the rate of five (5%) percent a year on the value of the partnership interest determined as provided in Paragraph 17 of this Agreement.

Duties of Purchasing Partner

19. On any purchase and sale pursuant to the provisions of Paragraphs 16, 17, or 18 of this Agreement, the remaining Partner shall assume all obligations of the Partnership and shall hold the withdrawing Partner, the personal representative and estate of a deceased Partner, and the property of any withdrawing or deceased Partner, free and harmless from all

liability for these obligations. Furthermore, the remaining Partner, at his or her own expense, shall immediately cause to be prepared, filed, served, and published all notices that may be required by law to protect the withdrawing Partner or the personal representative or estate of a deceased Partner from liability for the future obligations of the Partnership business.

Terminating Events

20. The Partnership may be terminated as follows:

- (a) At any time on the written consent of all partners;
- (b) In accordance with the terms and conditions of this Agreement;
- (c) Except as otherwise provided in this Agreement, on the occurrence of any other event that under the Pennsylvania Uniform Partnership Act or such other Pennsylvania and Federal Statutes and Regulations that do not conflict with the Pennsylvania Uniform Partnership Act and cause the dissolution of a general partnership.

Dissolution

21. On dissolution of the Partnership other than as provided in Paragraphs 16, 17, and 18 of this Agreement, the affairs of the Partnership shall be wound up, the assets of the Partnership liquidated, the debts paid, and the surplus divided equally among the Partners.

Consents and Agreements

22. All consents and agreements provided for or permitted by this Agreement shall be in writing and a signed copy of them shall be filed and kept with the books of the Partnership.

Sole Agreement

23. The parties acknowledge that this Agreement is consistent with the manner in which they have been operating the Partnership from the beginning through the date of execution of this Agreement and that all prior Agreements with respect to the Partnership and to each other as partners have been included in this Agreement. As of the date of execution of this Agreement, the parties acknowledge that this instrument contains the sole agreement of the parties relating to their Partnership and correctly sets forth the rights, duties, and obligations of each of the partners to the other, related to or arising out of the partnership. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

Modification and Amendment of Agreement

24. This Agreement may be amended or modified, in whole or in part, at any time and from time to time, but only by written instrument mutually acceptable to all partners and executed by all partners.

Parties Bound

28. This Agreement shall be binding on and inure to the benefit to the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

Headings

29. The Headings used in this Agreement are used for administrative purposes only and shall not be considered in construing the terms of this Agreement.

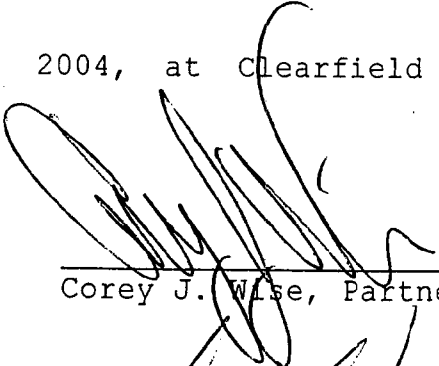
Counterparts

30. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original.

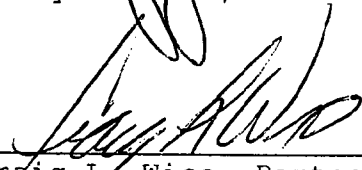
Pennsylvania Law to Apply

31. This Agreement shall be governed by and construed under and in accordance with the Laws of the Commonwealth of Pennsylvania without giving effect to the principals of conflicts of laws.

Executed on March 15th, 2004, at Clearfield County, Pennsylvania.



Corey J. Wise, Partner




Craig L. Wise, Partner

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

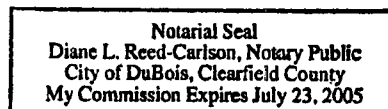
On this, the 15th day of March, 2004, before me, a Notary Public, in and for said State and County, the undersigned officer, personally appeared COREY J. WISE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission expires:

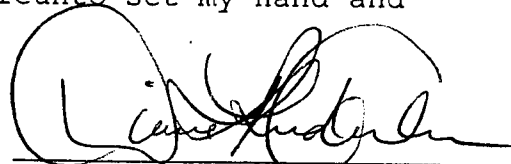


Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

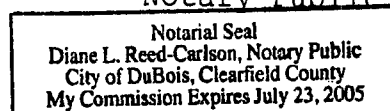
On this, the 15th day of March, 2004, before me, a Notary Public, in and for said State and County, the undersigned officer, personally appeared CRAIG L. WISE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission expires:



Member, Pennsylvania Association of Notaries

EXHIBIT B

Attached hereto as Exhibit B is a true and correct copy of January 18, 2006, withdrawal notice of Defendant.

HOPKINS HELTZEL LLP

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

Lea Ann Heltzel
Licensed in PA

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkinslaw@adelphia.net

January 18, 2006

Mr. Craig L. Wise
207 Charles Road
Clearfield, PA 16830

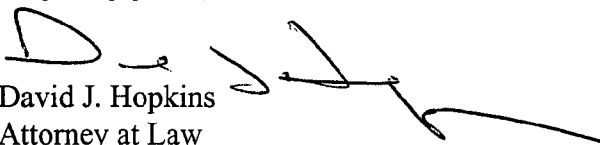
Dear Mr. Wise:

Our office has the pleasure to represent your brother, Corey J. Wise. It is my understanding, you and your brother have discussed the dissolution of your partnership known as "Johnston's Nursery". I have enclosed herewith a photocopy of the Partnership Agreement. In dissolving a partnership, various formalities must be followed. Therefore, pursuant to paragraph 15 of the Partnership Agreement, kindly accept this letter as notice that your brother is withdrawing from the partnership at the end of the accounting period ending June 30, 2006.

As you know from your discussions with your brother, he would prefer to have you continue to operate the business and amicably work out his withdrawal from the business prior to June 30, 2006. Perhaps the best way to amicably work out the details of your partnership dissolution is to have a face to face meeting to discuss an amicable resolution. I suggest you contact an attorney and the four (4) of us sit down and discuss this matter. We may also want the accountant, Edward Moran, to be part of our discussions.

Upon receipt of this letter, would you or your attorney please contact me so we can arrange a convenient time to meet. I look forward to meeting you and working with you to dissolve your partnership in an amicable manner.

Very truly yours,


David J. Hopkins
Attorney at Law

DJH/bjr

cc: Corey J. Wise

EXHIBIT C

Attached hereto as Exhibit C is a copy of the written response confirming the interest of Plaintiff to exercise the option to continue the business and to purchase Defendant's interest.

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

**Attorney at Law
110 North Second Street**

Dwight L. Koerber, Jr.
Telephone (814) 765-9611

**P. O. Box 1320
Clearfield, PA 16830**

**Facsimile (814) 765-9503
Email: dkoerber@atlanticbb.net**

January 25, 2006

**David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
900 Beaver Drive
DuBois, PA 15801**

Re: Johnston's Nursery

Dear Dave:

I represent Craig L. Wise and am responding to your letter dated January 18, 2006.

I believe it is a good idea for the parties to get together for a face-to-face meeting to discuss an amicable resolution to this matter. Before we do so, however, it seems to me that the most practical approach for us to follow would be to get accounting information that would reveal the net book value of Corey's partnership interest.

I note in your letter that you make reference to Ed Moran as the accountant of the business. It is my understanding that Ed Moran ties in only with the future plans of the partnership, as he has never done any account work for the partnership in the past. The accountant that has been used in the past is John Glasl, of Emporium, PA, and I would recommend that we have him prepare the accounting information we need to determine the book value as provided by paragraph 17 of the partnership agreement. In this regard, I am furnishing herewith a copy of the letter that I have just sent to Mr. Glasl, where I have asked if it would be possible for him to have the net book value prepared within the next two weeks. Hopefully he can respond quickly, given the fact that he has handled the accounting work for Johnston's Nursery ever since the partnership was formed and even for a lengthy period of time prior to that.

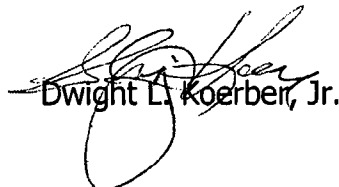
I anticipate that Craig Wise will be speaking with Corey Wise in the very near future, as an important topic that they will need to review relates to the timing of the transaction.

I look forward to working with you to do our best to produce a mutually

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
January 25, 2006
Page 2

beneficial resolution to this matter.

Very truly yours,


Dwight L. Koerber, Jr.

DLK/sah
Enclosure: Copy of Letter to Mr. John Glasl
cc: Mr. Craig L. Wise

EXHIBIT D

Attached hereto as Exhibit D is a true and correct copy of the letter of March 6, 2006.

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

Attorney at Law
**110 North Second Street
P. O. Box 1320
Clearfield, PA 16830**

Dwight L. Koerber, Jr.
Telephone (814) 765-9611

Facsimile (814) 765-9503
Email: dkoerber@atlanticbb.net

March 6, 2006

David J. Hopkins, Esquire
HOPKINS HELTZEL, LLP
900 Beaver Drive
DuBois, PA 15801

Re: Johnston's Nursery

Dear Dave:

I am ready to give you a preliminary indication as to the nature of Craig Wise's interest in Johnston's Nursery and the issues that could possibly be worked out that would enable him to buy out Corey Wise's interest in Johnston's Nursery.

Attached hereto is a copy of a preliminary report showing the book value of the company through December 31, 2005. As I understand the situation, John Glasl, CPA, is in the process of making an appropriate adjustment to reduce the amount of inventory shown on the company books, based upon an agreement that Craig Wise and Corey Wise apparently entered into this past fall, where they destroyed a large batch of outdated evergreen trees. These trees are no longer in existence and therefore would need to be removed from the company books. That adjustment, as I understand it, should be made within the next week or so. As soon as I get it, I will sent it to you.

So was can at least have a preliminary discussion about some of the issues, I will outline some of the topics that we will need to take into account:

(1) **Interim Financing**—So that the company can move forward this year, it has been necessary for Craig to personally borrow \$15,000.00 in order to enable the operations of Johnston's Nursery to begin for the upcoming season. Craig has asked Corey to make a 50/50 contribution with him, but Corey has declined. I would ask that it clearly be recognized that the new advance of \$15,000.00 is a loan from Craig which will need to be properly accounted for.

(2) **Retaining Wall**—The parties are currently in the midst of litigation brought by John Martino as it relates to a retaining wall and whether defective work was done in the construction of that wall. While Craig is very much convinced that there is considerable merit to the position of Johnston's Nursery in defending this claim, we nevertheless request that there be an allowance set aside to provide for any payments, including counsel fees, that are necessary to deal with the Martino retaining wall issue.

David J. Hopkins, Esquire

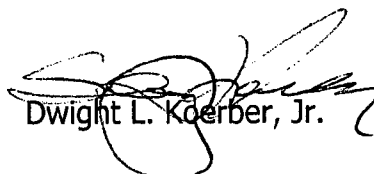
Page 2

March 6, 2006

(3) **Restrictive Covenant**—Another topic I would like to address is the need for a restrictive covenant. It has been my experience that operating a business like this is marketable only if there is a reasonable restrictive covenant to protect the buyer's investment in the business. I believe that same concerns would apply to a buy out as would apply to the potential sale to a third party. Accordingly, Craig would be requesting a restrictive covenant for a five (5) year period of time that would extend to the principal counties that have been served, which would be Clearfield, Jefferson, Indiana and Elk Counties. I am hopeful that Corey will recognize that this is a condition that would be faced in any sale of the business, unless it was a strict liquidation through at type of "fire sale" of the assets, which obviously would be so unproductive that it would potentially jeopardize the ability to even cover the current debt.

As matters now stand, I believe there have been amicable discussions between our clients as they address the difficult issue of a buy out of Corey's interest. As soon as we get the additional accounting data from John Glasl, CPA, we should be in a position to have a meeting where the four (4) of us sit down and to try to resolve the issues. While we wait for that to happen, perhaps we could agree upon a coin flip to decide in whose office the upcoming meeting should be held.

Very truly yours,



Dwight L. Koerber, Jr.

DLK/bdt

Enclosure: Preliminary Financial Data from John Glasl, CPA.

Cc: Mr. Craig L. Wise

PO Box 108
Emporium, PA 15834
814-486-0612
814-486-1477 Fax

John E. Glasl CPA / Judd A. Schager CPA

LAW & FILES
To: Dwight KOERBER From: J GLASL
Fax: 814 765 9503 Pages: 7 includes COVER
Phone: _____ Date: 3-6-06
Re: JOHNSTON NURSERY CC: _____
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Dwight —

CRAIG TELLS ME INVENTORY AS OF
12-31-05 IS OVERSTATED. THEREFORE EQUITY
IN THIS STATEMENT IS OVERSTATED.

WE ARE IN PROCESS OF DETERMINING
THE \$ AMOUNT OF OVERSTATEMENT.

Thank you
John

John E. Glasl CPA / Judd A. Schager CPA

P.O. Box 108 • 33 East Fourth Street • Suite 201
Emporium, Pennsylvania 15834
Telephone (814) 486-0612
Fax (814) 486-1477

February 10, 2006

CRAIG AND COREY WISE
JOHNSTON NURSERY
RR#1 Box 189C
PENFIELD, PA 15849-9752

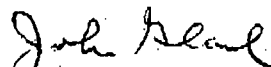
DEAR CRAIG AND COREY:

We Have Compiled The Accompanying Statement Of Assets, Liabilities And Equity Of Johnston Nursery, A Partnership, As Of December 31, 2005 (Income Tax Basis) And The Related Statement Of Receipts And Expenditures (Income Tax Basis) For The Year Then Ended In Accordance With Statements On Standards For The Accounting And Review Services Issued By The American Institute Of Certified Public Accountants. The Financial Statement Has Been Prepared On The Accounting Basis Used By The Company For Federal Income Tax Purposes, Which Is A Comprehensive Basis Of Accounting Other Than Generally Accepted Accounting Principles.

A Compilation Is Limited To Presenting In The Form Of Financial Statements, Information That Is The Representation Of Management. We Have Not Audited Or Reviewed The Accompanying Financial Statements And Accordingly, Do Not Express An Opinion Or Any Form Of Assurance On Them.

We Are Not Independent With Respect To Johnston Nursery.

Respectfully Submitted,


GLASL & SCHAGER

**Johnston Nursery
Partnership
Combined Statement of Assets, Liabilities & Equity
At December 31, 2005**

| | <u>Account Balance</u> |
|--|----------------------------|
| <u>Current Assets:</u> | |
| Cash in Bank | 5573 |
| Inventory | <u>117836</u> |
| Total Current Assets | 123409. |
| <u>Fixed Assets:</u> | |
| Land | 63875 |
| Buildings and Other Depreciable Assets | 418302 |
| Less: Accumulated Depreciation | <u>(310406)</u> |
| Total Fixed Assets | 171771 |
| <u>Other Assets:</u> | |
| Goodwill | <u>5000</u> |
| Total Other Assets | <u>5000</u> |
| Total Assets | <u>300180</u> |
| <u>Current Liabilities:</u> | |
| Accrued Payroll Taxes | 372 |
| Sales and Use Tax Payable | 99 |
| Credit Cards Payable | 9040 |
| Current Portion of Long-Term Debt | <u>83521</u> |
| Total Current Liabilities | 93032 |
| <u>Long-Term Debt:</u> | |
| Notes Payable | <u>87218</u> |
| Total Long-Term Debt | 180250 |

**Johnston Nursery
Partnership
Combined Statement of Assets, Liabilities & Equity
At December 31, 2005**

| | <u>Account Balance</u> |
|---------------------------------------|-----------------------------------|
| <u>Equity:</u> | |
| Partners' Capital Accounts | 144039 |
| Current Net Income/(Loss) | 17682 |
| Partners' Distributions | <u>(41791)</u> |
| Total Equity | <u>119930</u> |
| Total Liabilities & Equity | <u>300180</u> |

CRAIG L. WISE - COREY J. WISE PTR
Statement of Earnings
12 Periods Ended December 31, 2005

Unaudited

| | Current YTD ----- |
|------------------------------|-------------------------|
| Revenue: | |
| SALES - NURSERY | 511,018.33 |
| SALES | 0.00 |
| SALES DISCOUNTS & RETURNS | (1,549.14) |
| | ----- |
| | 509,469.19 |
| Cost of sales: | |
| SHOP SUPPLIES | 0.00 |
| DIRECT LABOR WAGES | 107,649.53 |
| WAGE REBATE | 0.00 |
| COST OF GOODS SOLD-NURSERY | 167,049.70 |
| SUB-CONTRACT-LABOR | 0.00 |
| WORKMEN'S COMPENSATION | 11,912.00 |
| FICA | 8,235.21 |
| STATE UNEMPLOYMENT | 7,669.47 |
| FEDERAL UNEMPLOYMENT | 538.45 |
| | ----- |
| | 303,054.36 |
| | ----- |
| Gross profit | 206,414.83 |
| Costs and expenses: | |
| INDIRECT LABOR | 0.00 |
| OFFICER SALARIES | 0.00 |
| OFFICE SALARIES | 0.00 |
| CASUAL LABOR | 0.00 |
| ADVERTISING | 6,925.75 |
| AMORTIZATION INCORP EXPENSES | 0.00 |
| VEHICLE EXPENSES | 15,139.77 |
| FUEL - DIESEL & GASOLINE | 20,625.84 |
| BAD DEBTS | 1,880.75 |
| BANK SERVICE CHARGES | 0.00 |
| CASH OVER/SHORT | 0.00 |
| LAUNDRY & CLEANING | 0.00 |
| COMMISSIONS | 0.00 |
| CONTRIBUTIONS | 250.00 |
| DELIVERY EXPENSE | 0.00 |
| DEPRECIATION EXPENSE | 60,210.00 |
| DUES & SUBSCRIPTIONS | 48.00 |
| EMPLOYEE BENEFITS | 0.00 |
| ENTERTAINMENT | 0.00 |
| FEES & CHARGES | 4,242.58 |
| FREIGHT | 994.01 |
| INSURANCE | 13,192.00 |

| | Current YTD |
|-------------------------------------|----------------|
| | ----- |
| (continued) | |
| DESC | 1,800.00 |
| INTEREST EXPENSE | 19,266.01 |
| LEGAL & ACCOUNTING | 6,855.60 |
| LICENSES & PERMITS | 40.00 |
| OFFICE SUPPLIES | 1,635.98 |
| POSTAGE & SHIPPING | 111.00 |
| OTHER PROFESSIONAL | 0.00 |
| RENT-BUILDING | 1,741.81 |
| RENT-EQUIPMENT | 4,566.08 |
| OUTSIDE LABOR | 1,935.00 |
| REPAIRS-EQUIPMENT | 3,140.78 |
| REPAIRS-EQUIPMENT | 0.00 |
| MEALS | 26.63 |
| DESC | 5,543.03 |
| TOOLS | 406.14 |
| UNIFORMS | 156.30 |
| SHOP SUPPLIES | 12,990.74 |
| REPAIRS & MAINT. - BUILDING | 896.00 |
| FICA EMPLOYER SHARE | 0.00 |
| FED UNEMP COMPENSATION | 0.00 |
| PA UNEMP COMPENSATION | 0.00 |
| REAL ESTATE | 4,262.60 |
| SALES & USE TAX | (62.40) |
| TELEPHONE | 2,793.00 |
| TRAVEL | 0.00 |
| UTILITIES | 4,920.01 |
| | ----- |
| | 196,533.01 |
| | ----- |
| Earnings (loss) from operations | 9,881.82 |
| Other income and expenses: | |
| INTEREST EARNED | 0.00 |
| INSURANCE RECOVERY | 0.00 |
| DIVIDEND INCOME | 0.00 |
| SALE OF ASSETS | 7,800.00 |
| WAGE REBATE | 0.00 |
| OTHER EXPENSES | 0.00 |
| | ----- |
| | 7,800.00 |
| | ----- |
| Earnings (loss) before income taxes | 17,681.82 |
| | ----- |
| Net earnings (loss) for period | 17,681.82 |
| | ===== |

Johnston Nursery
Partnership
Supplemental Information
At December 31, 2005

At June 20, 2005 Johnston Nursery had a self-canceling installment note due to Leo P. Wise. On that date, the balance of the note was \$212571.52.

On June 20, 2005 Leo P. Wise passed away and, in accordance with the terms of the mortgage agreement, the note was cancelled.

EXHIBIT E

Attached hereto as Exhibit E is a true and correct copy of the correspondence establishing the net book value of Defendant's interest as of March 31, 2006.

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

*Dwight L. Koerber, Jr.
Telephone (814) 765-9611*

*Attorney at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830*

*Facsimile (814) 765-9503
Email: dkoerber@atlanticbb.net*

March 27, 2006

David J. Hopkins, Esquire
THE HOPKINS LAW FIRM
900 Beaver Drive
DuBois, PA 15801

Via Fax: (814) 375-5035
& U.S. First Class Mail

Re: Johnston's Nursery

Dear Dave:

Enclosed herewith is a copy of the revised balance sheet prepared by John Glasl, CPA, where he has taken into account the inventory that was destroyed this past winter, a decision that Corey Wise and Craig Wise jointly participated in. As you can see, with the change in the amount of inventory and accumulated reduction, there is a reduction in the total fixed assets by the sum of \$12,400.00. This has also affected the current net income figure that was used.

In short, based upon the current balance sheet, I see a net book equity of \$102,643.00 that would be shared equally between Corey Wise and Craig Wise.

I have summarized the net book value figures that have been presented by John Glasl, because this is the information that determines the buyout price that Craig Wise would pay. However, as I noted in my letter dated March 6, 2006, there are certain other issues that need to be addressed as well.

I know that the time elements are of great importance to our clients. If it would be possible for us to have a meeting where we would review the issues sometime this week, I believe it would be quite beneficial for both parties. I mention this because I understand that Corey Wise will be in town this week for a childbirth.

If it is suitable for your schedule and Corey Wise's schedule, I would like to propose that we see if it would be possible for us to possibly get together this coming Wednesday, March 29, 2006, sometime in the afternoon. I am flexible that entire afternoon. I would also be available to meet sometime between 10:30 a.m. and 1:00 p.m. on March 30, 2006 or possibly between 3:30 p.m. and 5:00 p.m. on March 30, 2006. I will be out of town all day on March 31, 2006.

David J. Hopkins, Esquire
THE HOPKINS LAW FIRM
March 27, 2006
Page 2

I will be asking my secretary to check with your secretary sometime later today, to see if there is possibly a time that we could sit down to review this case, with both of our clients, to see where matters stand.

Very truly yours,



Dwight L. Koerber, Jr.

DLK/sah
Enclosure: Revised Balance Sheet
cc: Mr. Craig L. Wise

1065**U.S. Return of Partnership Income**

OMB No. 1545-0049

2005Form
Department of the Treasury
Internal Revenue Service

For calendar year 2005, or tax year beginning _____ and ending _____

A Principal business activity**NURSERY****B** Principal product or service**LANDSCAPING****C** Business code number**111400**

Name of partnership

JOHNSTON'S NURSERY

Number, street, and room or suite no. If a P.O. box, see the instructions.

5600 STATE PARK ROAD

City or town, state, and ZIP code

PENFIELD, PA 15849**D** Employer identification number**23-2908288****E** Date business started**03/31/1997****F** Total assets**\$ 282894.****G** Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return**H** Check accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ▶**I** Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ **2****Caution:** Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

| | | | | |
|--|--|------------------------|------------------------|--------------------------|
| Income | 1 a Gross receipts or sales | 1a | 511015. | |
| | b Less returns and allowances | 1b | 1549. | 1c 509466. |
| | 2 Cost of goods sold (Schedule A, line 8) | 2 | 306321. | |
| | 3 Gross profit. Subtract line 2 from line 1c | 3 | 203145. | |
| | 4 Ordinary income (loss) from other partnerships, estates, and trusts (attach schedule) | 4 | | |
| | 5 Net farm profit (loss) (attach Schedule F (Form 1040)) | 5 | | |
| 6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797) | 6 | 7800. | | |
| 7 Other income (loss) (attach schedule) | 7 | SEE STATEMENT 1 | 62. | |
| 8 Total income (loss). Combine lines 2 through 7 | 8 | | 211007. | |
| Deductions (see instructions for limitations) | 9 Salaries and wages (other than to partners) (less employment credits) | 9 | | |
| | 10 Guaranteed payments to partners | 10 | | |
| | 11 Repairs and maintenance | 11 | 4037. | |
| | 12 Bad debts | 12 | | |
| | 13 Rent | 13 | 6308. | |
| | 14 Taxes and licenses | 14 | 20746. | |
| | 15 Interest | 15 | 19266. | |
| | 16 a Depreciation (if required, attach Form 4562) | 16a | 11086. | |
| | b Less depreciation reported on Schedule A and elsewhere on return | 16b | | 16c 11086. |
| | 17 Depletion (Do not deduct oil and gas depletion.) | 17 | | |
| | 18 Retirement plans, etc. | 18 | | |
| | 19 Employee benefit programs | 19 | 11912. | |
| | 20 Other deductions (attach schedule) | 20 | SEE STATEMENT 3 | 100270. |
| 21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20 | 21 | | 173625. | |
| 22 Ordinary business income (loss). Subtract line 21 from line 8 | 22 | | 37382. | |

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member

Date

May the IRS discuss this return with the preparer shown below (see Instr.)? ☒ Yes ☐ No**Paid**

Preparer's signature

Date

Check if self-employed ☒

Preparer's SSN or PTIN

Preparer's Use Only

Firm's name (or yours if self-employed), address, and ZIP code

JOHN E. GLASL CPA / JUDD A. SCHAGER CPA

EIN

25-1187059

Phone no.

814-486-0612**EMPORIUM, PA 15834**

Form 1065 (2005) **JOHNSTON'S NURSERY**

23-2908288 Page 2

Schedule A Cost of Goods Sold (see the instructions)

| | | | |
|---|--|---|---------|
| 1 | Inventory at beginning of year | 1 | 95505. |
| 2 | Purchases less cost of items withdrawn for personal use | 2 | 189380. |
| 3 | Cost of labor | 3 | 107650. |
| 4 | Additional section 263A costs (attach schedule) | 4 | |
| 5 | Other costs (attach schedule) | 5 | 1935. |
| 6 | Total. Add lines 1 through 5 | 6 | 394470. |
| 7 | Inventory at end of year | 7 | 88149. |
| 8 | Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2 | 8 | 306321. |

9 a Check all methods used for valuing closing inventory:

- (i) ☐ Cost as described in Regulations section 1.471-3
 (ii) ☒ Lower of cost or market as described in Regulations section 1.471-4
 (iii) ☐ Other (specify method used and attach explanation) ▶

- b** Check this box if there was a writedown of "subnormal" goods as described in Regulations section 1.471-2(c) ☐
c Check this box if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ☐
d Do the rules of section 263A (for property produced or acquired for resale) apply to the partnership? ☐ Yes ☒ No
e Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☒ No
 If "Yes," attach explanation.

Schedule B Other Information

- | | Yes | No |
|---|-----|-------------------------------------|
| 1 What type of entity is filing this return? Check the applicable box: | | |
| a <input checked="" type="checkbox"/> Domestic general partnership | | |
| b <input type="checkbox"/> Domestic limited partnership | | |
| c <input type="checkbox"/> Domestic limited liability company | | |
| d <input type="checkbox"/> Domestic limited liability partnership | | |
| e <input type="checkbox"/> Foreign partnership | | |
| f <input type="checkbox"/> Other ▶ | | |
| 2 Are any partners in this partnership also partnerships? | | <input checked="" type="checkbox"/> |
| 3 During the partnership's tax year, did the partnership own any interest in another partnership or in any foreign entity that was disregarded as an entity separate from its owner under Regulations sections 301.7701-2 and 301.7701-3? If yes, see instructions for required attachment | | <input checked="" type="checkbox"/> |
| 4 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details | | <input checked="" type="checkbox"/> |
| 5 Does this partnership meet all three of the following requirements? | | |
| a The partnership's total receipts for the tax year were less than \$250,000; | | |
| b The partnership's total assets at the end of the tax year were less than \$600,000; and | | |
| c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership's return. | | |
| If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item N on Schedule K-1 | | <input checked="" type="checkbox"/> |
| 6 Does this partnership have any foreign partners? If "Yes," the partnership may have to file Forms 8804, 8805, and 8813. See the instructions | | <input checked="" type="checkbox"/> |
| 7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)? | | <input checked="" type="checkbox"/> |
| 8 Has this partnership filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction? | | <input checked="" type="checkbox"/> |
| 9 At any time during calendar year 2005, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country. ▶ | | <input checked="" type="checkbox"/> |
| 10 During the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520. See the instructions | | <input checked="" type="checkbox"/> |
| 11 Was there a distribution of property or a transfer (for example, by sale or death) of a partnership interest during the tax year? If "Yes," you may elect to adjust the basis of the partnership's assets under section 754 by attaching the statement described under Elections Made By the Partnership in the Instructions | | <input checked="" type="checkbox"/> |
| 12 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return ▶ | | |

Designation of Tax Matters Partner (see the instructions)

Enter below the general partner designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP ▶ **CRAIG L. WISE**Identifying number of TMP ▶ **198-48-4571**Address of designated TMP ▶ **207 CHARLES ROAD
CLEARFIELD, PA 16830**JWA
511011
12-28-05

Form 1065 (2005)

Form 1065 (2005)

JOHNSTON'S NURSERY

23-2908288 Page 8

| Schedule K Partners' Distributive Share Items | | Total amount | |
|---|---|--------------|---------|
| 1 Ordinary business income (loss) (page 1, line 22) | | 1 | 37382. |
| 2 Net rental real estate income (loss) (attach Form 8825) | | 2 | |
| Income (Loss) | 3a Other gross rental income (loss) | 3a | |
| | b Expenses from other rental activities (attach statement) | 3b | |
| | c Other net rental income (loss). Subtract line 3b from line 3a | 3c | |
| | 4 Guaranteed payments | 4 | |
| | 5 Interest income | 5 | |
| | 6 Dividends: a Ordinary dividends | 6a | |
| | b Qualified dividends | 6b | |
| | 7 Royalties | 7 | |
| | 8 Net short-term capital gain (loss) (attach Schedule D (Form 1065)) | 8 | |
| | 9a Net long-term capital gain (loss) (attach Schedule D (Form 1065)) | 9a | |
| b Collectibles (28%) gain (loss) | 9b | | |
| c Unrecaptured section 1250 gain (attach statement) | 9c | | |
| 10 Net section 1231 gain (loss) (attach Form 4797) | 10 | | |
| 11 Other income (loss) (see instructions) Type ▶ | 11 | | |
| Deductions | 12 Section 179 deduction (attach Form 4562) | 12 | 36724. |
| | 13a Contributions SEE STATEMENT 5 | 13a | 250. |
| | b Investment interest expense | 13b | |
| | c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶ | 13c(2) | |
| | d Other deductions (see instructions) Type ▶ | 13d | |
| Self-Employment | 14a Net earnings (loss) from self-employment | 14a | 29582. |
| | b Gross farming or fishing income | 14b | |
| | c Gross nonfarm income | 14c | 203207. |
| Credits & Credit Recapture | 15a Low-income housing credit (section 42(i)(5)) | 15a | |
| | b Low-income housing credit (other) | 15b | |
| | c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468) | 15c | |
| | d Other rental real estate credits (see instructions) Type ▶ | 15d | |
| | e Other rental credits (see instructions) Type ▶ | 15e | |
| | f Other credits and credit recapture (see instructions) Type ▶ | 15f | |
| Foreign Transactions | 16a Name of country or U.S. possession ▶ | 16a | |
| | b Gross income from all sources | 16b | |
| | c Gross income sourced at partner level | 16c | |
| | d Foreign gross income sourced at partnership level | 16d | |
| | e Listed categories (attach stmt.) ▶ | 16e | |
| | f Deductions allocated and apportioned at partner level | 16f | |
| | g Interest expense ▶ h Other ▶ | 16g | |
| | i Deductions allocated and apportioned at partnership level to foreign source income | 16h | |
| | j Listed categories (attach stmt.) ▶ k General limitation ▶ | 16i | |
| | l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/> ▶ | 16j | |
| | m Reduction in taxes available for credit (attach statement) | 16k | |
| n Other foreign tax information (attach statement) | 16l | | |
| Alternative Minimum Tax (AMT) Items | 17a Post-1986 depreciation adjustment | 17a | -1248. |
| | b Adjusted gain or loss | 17b | |
| | c Depletion (other than oil and gas) | 17c | |
| | d Oil, gas, and geothermal properties - gross income | 17d | |
| | e Oil, gas, and geothermal properties - deductions | 17e | |
| | f Other AMT items (attach statement) | 17f | |
| Other Information | 18a Tax-exempt interest income | 18a | |
| | b Other tax-exempt income | 18b | |
| | c Nondeductible expenses SEE STATEMENT 6 | 18c | 13. |
| | 19a Distributions of cash and marketable securities | 19a | 41792. |
| | b Distributions of other property | 19b | |
| | 20a Investment income | 20a | |
| | b Investment expenses | 20b | |
| c Other items and amounts (attach statement) STMT 7 | | | |

TAXPAYER COPY

Form 1065 (2005) **JOHNSTON'S NURSERY****23-2908288** Page 4**Analysis of Net Income (Loss)**

| | | | | | | | |
|---|---------------|--------------------------|----------------------------|------------------|-------------------------|--------------------|-------------|
| 1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16i | | | | | | 1 | 408. |
| 2 Analysis by partner type: | (i) Corporate | (ii) Individual (active) | (iii) Individual (passive) | (iv) Partnership | (v) Exempt organization | (vi) Nominee/Other | |
| a General partners | | 408. | | | | | |
| b Limited partners | | | | | | | |

Note: Schedules L, M-1 and M-2 are not required if Question 5 of Schedule B is answered "Yes."

Schedule L Balance Sheets per Books

| Assets | Beginning of tax year | | End of tax year | |
|--|-----------------------|----------------|-----------------|----------------|
| | (a) | (b) | (c) | (d) |
| 1 Cash | | 36984. | | 5574. |
| 2a Trade notes and accounts receivable | | | | |
| b Less allowance for bad debts | | | | |
| 3 Inventories | | 95505. | | 88149. |
| 4 U.S. government obligations | | | | |
| 5 Tax-exempt securities | | | | |
| 6 Other current assets (attach statement) | STATEMENT 8 | 6801. | | |
| 7 Mortgage and real estate loans | | | | |
| 8 Other investments (attach statement) | | | | |
| 9a Buildings and other depreciable assets | 385694. | | 418302. | |
| b Less accumulated depreciation | 270196. | 115498. | 298006. | 120296. |
| 10a Depletable assets | | | | |
| b Less accumulated depletion | | | | |
| 11 Land (net of any amortization) | | 63875. | | 63875. |
| 12a Intangible assets (amortizable only) | | | | |
| b Less accumulated amortization | | | | |
| 13 Other assets (attach statement) | STATEMENT 9 | 5000. | | 5000. |
| 14 Total assets | | 323663. | | 282894. |
| Liabilities and Capital | | | | |
| 15 Accounts payable | | | | |
| 16 Mortgages, notes, bonds payable in less than 1 year | | 107945. | | 71108. |
| 17 Other current liabilities (attach statement) | STATEMENT 10 | 16483. | | 9511. |
| 18 All nonrecourse loans | | | | |
| 19 Mortgages, notes, bonds payable in 1 year or more | | 281588. | | 99632. |
| 20 Other liabilities (attach statement) | | | | |
| 21 Partners' capital accounts | | -82353. | | 102643. |
| 22 Total liabilities and capital | | 323663. | | 282894. |

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

| | | | |
|--|-------------|--|-------------|
| 1 Net income (loss) per books | 395. | 6 Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize): | |
| 2 Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize): | | a Tax-exempt interest \$ | |
| 3 Guaranteed payments (other than health insurance) | | 7 Deductions included on Schedule K, lines 12 through 13d, and 16i, not charged against book income this year (itemize): | |
| 4 Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16i (itemize): | | a Depreciation \$ | |
| a Depreciation \$ | | 8 Add lines 6 and 7 | |
| b Travel and entertainment \$ 13. | 13. | 9 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5 | 408. |
| 5 Add lines 1 through 4 | 408. | | |

Schedule M-2 Analysis of Partners' Capital Accounts

| | | | |
|--------------------------------|----------------|---|----------------|
| 1 Balance at beginning of year | -82353. | 6 Distributions: a Cash | 41792. |
| 2 Capital contributed: a Cash | 226393. | b Property | |
| b Property | | 7 Other decreases (itemize): | |
| 3 Net income (loss) per books | 395. | 8 Add lines 6 and 7 | 41792. |
| 4 Other increases (itemize): | | 9 Balance at end of year. Subtract line 8 from line 5 | 102643. |
| 5 Add lines 1 through 4 | 144435. | | |

511041
12-29-05 JWA

4

Form 1065 (2005)

18280321 787326 5599

2005.05020 JOHNSTON'S NURSERY

5599__1

John E. Glasl CPA / Judd A. Schager CPA

P.O. Box 108 • 33 East Fourth Street • Suite 201

Emporium, Pennsylvania 15834

Telephone (814) 486-0612

Fax (814) 486-1477

February 10, 2006

CRAIG AND COREY WISE
JOHNSTON NURSERY
RR#1 Box 189C
PENFIELD, PA 15849-9752

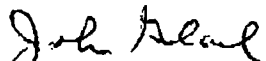
DEAR CRAIG AND COREY:

We Have Compiled The Accompanying Statement Of Assets, Liabilities And Equity Of Johnston Nursery, A Partnership, As Of December 31, 2005 (Income Tax Basis) And The Related Statement Of Receipts And Expenditures (Income Tax Basis) For The Year Then Ended In Accordance With Statements On Standards For The Accounting And Review Services Issued By The American Institute Of Certified Public Accountants. The Financial Statement Has Been Prepared On The Accounting Basis Used By The Company For Federal Income Tax Purposes, Which Is A Comprehensive Basis Of Accounting Other Than Generally Accepted Accounting Principles.

A Compilation Is Limited To Presenting In The Form Of Financial Statements, Information That Is The Representation Of Management. We Have Not Audited Or Reviewed The Accompanying Financial Statements And Accordingly, Do Not Express An Opinion Or Any Form Of Assurance On Them.

We Are Not Independent With Respect To Johnston Nursery.

Respectfully Submitted,


GLASL & SCHAGER

**Johnston Nursery
Partnership
Combined Statement of Assets, Liabilities & Equity
At December 31, 2005**

| | <u>Account Balance</u> |
|--|----------------------------|
| <u>Current Assets:</u> | |
| Cash in Bank | 5573 |
| Inventory | <u>88149</u> |
| Total Current Assets | 93722. |
| <u>Fixed Assets:</u> | |
| Land | 63875 |
| Buildings and Other Depreciable Assets | 418302 |
| Less: Accumulated Depreciation | <u>(298006)</u> |
| Total Fixed Assets | 184171 |
| <u>Other Assets:</u> | |
| Goodwill | <u>5000</u> |
| Total Other Assets | <u>5000</u> |
| Total Assets | <u>282893</u> |
| <u>Current Liabilities:</u> | |
| Accrued Payroll Taxes | 372 |
| Sales and Use Tax Payable | 99 |
| Credit Cards Payable | 9040 |
| Current Portion of Long-Term Debt | <u>83521</u> |
| Total Current Liabilities | 93032 |
| <u>Long-Term Debt:</u> | |
| Notes Payable | <u>87218</u> |
| Total Long-Term Debt | 180250 |

**Johnston Nursery
Partnership
Combined Statement of Assets, Liabilities & Equity
At December 31, 2005**

| | <u>Account Balance</u> |
|---------------------------------------|-----------------------------------|
| <u>Equity:</u> | |
| Partners' Capital Accounts | 144039 |
| Current Net Income/(Loss) | 395 |
| Partners' Distributions | <u>(41791)</u> |
| Total Equity | <u>102643</u> |
| Total Liabilities & Equity | <u>282893</u> |

CRAIG L. WISE - COREY J. WISE PTR
Statement of Earnings
12 Periods Ended December 31, 2005

Unaudited

| | Current YTD ----- |
|------------------------------|-------------------------|
| Revenue: | |
| SALES - NURSERY | 511,018.33 |
| SALES | 0.00 |
| SALES DISCOUNTS & RETURNS | (1,549.14) |
| | ----- |
| | 509,469.19 |
| Cost of sales: | |
| SHOP SUPPLIES | 0.00 |
| DIRECT LABOR WAGES | 107,649.53 |
| WAGE REBATE | 0.00 |
| COST OF GOODS SOLD-NURSERY | 196,735.90 |
| SUB-CONTRACT-LABOR | 0.00 |
| WORKMEN'S COMPENSATION | 11,912.00 |
| FICA | 8,235.21 |
| STATE UNEMPLOYMENT | 7,669.47 |
| FEDERAL UNEMPLOYMENT | 538.45 |
| | ----- |
| | 332,740.56 |
| | ----- |
| Gross profit | 176,728.63 |
| Costs and expenses: | |
| INDIRECT LABOR | 0.00 |
| OFFICER SALARIES | 0.00 |
| OFFICE SALARIES | 0.00 |
| CASUAL LABOR | 0.00 |
| ADVERTISING | 6,925.75 |
| AMORTIZATION INCORP EXPENSES | 0.00 |
| VEHICLE EXPENSE | 15,139.77 |
| FUEL - DIESEL & GASOLINE | 20,625.84 |
| BAD DEBTS | 1,880.75 |
| BANK SERVICE CHARGES | 0.00 |
| CASH OVER/SHORT | 0.00 |
| LAUNDRY & CLEANING | 0.00 |
| COMMISSIONS | 0.00 |
| CONTRIBUTIONS | 250.00 |
| DELIVERY EXPENSE | 0.00 |
| DEPRECIATION EXPENSE | 47,810.00 |
| DUES & SUBSCRIPTIONS | 48.00 |
| EMPLOYEE BENEFITS | 0.00 |
| ENTERTAINMENT | 0.00 |
| FEES & CHARGES | 4,242.58 |
| FREIGHT | 994.01 |
| INSURANCE | 13,192.00 |

| | Current YTD ----- |
|-------------------------------------|-------------------------|
| (continued) | |
| DESC | 1,800.00 |
| INTEREST EXPENSE | 19,266.01 |
| LEGAL & ACCOUNTING | 6,855.60 |
| LICENSES & PERMITS | 40.00 |
| OFFICE SUPPLIES | 1,635.98 |
| POSTAGE & SHIPPING | 111.00 |
| OTHER PROFESSIONAL | 0.00 |
| RENT-BUILDING | 1,741.81 |
| RENT-EQUIPMENT | 4,566.08 |
| OUTSIDE LABOR | 1,935.00 |
| REPAIRS-EQUIPMENT | 3,140.78 |
| REPAIRS-EQUIPMENT | 0.00 |
| MEALS | 26.63 |
| DESC | 5,543.03 |
| TOOLS | 406.14 |
| UNIFORMS | 156.30 |
| SHOP SUPPLIES | 12,990.74 |
| REPAIRS & MAINT. - BUILDING | 896.00 |
| FICA EMPLOYER SHARE | 0.00 |
| FED UNEMP COMPENSATION | 0.00 |
| PA UNEMP COMPENSATION | 0.00 |
| REAL ESTATE | 4,262.60 |
| SALES & USE TAX | (62.40) |
| TELEPHONE | 2,793.00 |
| TRAVEL | 0.00 |
| UTILITIES | 4,920.01 |
| | ----- |
| | 184,133.01 |
| | ----- |
| Earnings (loss) from operations | (7,404.38) |
| Other income and expenses: | |
| INTEREST EARNED | 0.00 |
| INSURANCE RECOVERY | 0.00 |
| DIVIDEND INCOME | 0.00 |
| SALE OF ASSETS | 7,800.00 |
| WAGE REBATE | 0.00 |
| OTHER EXPENSES | 0.00 |
| | ----- |
| | 7,800.00 |
| | ----- |
| Earnings (loss) before income taxes | 395.62 |
| | ----- |
| Net earnings (loss) for period | 395.62 |
| | ===== |

Johnston Nursery
Partnership
Supplemental Information
At December 31, 2005

At June 20, 2005 Johnston Nursery had a self-canceling installment note due to Leo P. Wise. On that date, the balance of the note was \$212571.52.

On June 20, 2005 Leo P. Wise passed away and, in accordance with the terms of the mortgage agreement, the note was cancelled.

EXHIBIT F

Attached hereto as Exhibit F is a copy of the correspondence of Plaintiff dated April 11, 2006.

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

Dwight L. Koerber, Jr.
Telephone (814) 765-9611

Attorney at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830

Facsimile (814) 765-9503
Email: dkoerber@atlanticbb.net

April 11, 2006

David J. Hopkins, Esquire
THE HOPKINS LAW FIRM
900 Beaver Drive
DuBois, PA 15801

VIA FAX: (814) 375-5035
AND U.S. FIRST CLASS MAIL

RE: JOHNSTON'S NURSERY MATTER

Dear Dave:

Since our meeting on March 29, 2006, Craig Wise and Corey Wise have had detailed discussions about a buy out price. Through this letter, I would like to outline what my understanding of the deal is that has been negotiated, and ask if you would kindly confirm my understanding before I move forward to draft a proposed buy out agreement.

Preliminarily, I would like to note that Corey and Craig had a lengthy discussion, where Craig candidly pointed out that from an economic point of view, it would actually be much more profitable for him to let the entire business be liquidated and start out in a modified nursery business of his own, where he would lease new equipment and be freed of the heavy overhead and extensive debt that is associated with Johnston's Nursery. Both Craig and Corey recognize, however, that there is no guarantee that selling the assets of the nursery would produce sufficient money to pay off all the debt that was incurred. Ultimately, to avoid that potential risk, and also to enable Craig to move forward with present operations that are beginning for the Spring, a deal has been worked out.

NET EQUITY IN BUSINESS

The deal, as I understand it, has as its starting point the net equity in the business being split equally, which would produce a starting point, in the payment to Corey, in the amount of \$51,321.50. Then, subtracted from that would be Carol's "banked" wages of \$1,325.00, and operating expenses through the end of March of \$32,372.83. When 50% of these two figures is added together, they show a total deduction of \$16,848.92. Set forth below is a summary of these calculations:

Page 2

David J. Hopkins, Esquire

April 11, 2006

BUY OUT CALCULATIONS

| | |
|----------------------------------|---------------------|
| Total equity: \$102,643.00 | \$51,321.50 (50%) |
| Carol's Banked Wages: \$1,325.00 | -\$ 662.50 |
| Operating Expenses: \$32,372.83 | <u>-\$16,186.42</u> |
| Total: | \$34,472.58 |

RESTRICTIVE COVENANT

In addition to the accounting that I have outlined above, there is also the issue of the restrictive covenant. Corey and Craig did not attribute a specific figure to that matter, but it would be Craig's proposal that he forgive the \$4,000.00 indebtedness that Corey's owes to the business for personal expenses that he has taken out. Apparently Craig and Corey know exactly what that figure would be.

SETTLEMENT DATE

Craig has received tentative approval to borrow the money needed to make payment of \$34,472.58 to Corey. That formal financing application cannot be approved, however, until a signed agreement is presented. Thus, as soon as I receive concurrence from you, that I have correctly summarized the terms of the deal, I will move forward with preparation of that document.

WINDING UP PARTNERSHIP

There will be certain accounting expenses associated with winding up the partnership, as a final return needs to be presented. In addition, the fictitious name would have to be revised. Craig is agreeable to assuming those expenses.

Page 3

David J. Hopkins, Esquire
April 11, 2006

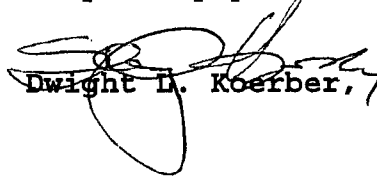
JOHN SUGHRUE/MARTINO MATTER

Both Corey and Craig have acknowledged that these are past debts that should be split on a 50/50 basis. We would ask that that understanding continue to be the case. Craig has told me that he will make a renewed effort to get the bill from John Sughrue, so that we would know it prior to the time of settlement, in which case 50% would be deducted from the payment that would be made to Corey. With respect to the expenses that arise to settle Martino in the future, I would propose that that matter just be addressed as it arises in the future, with the expenses to be split 50/50.

Please review the details of this letter with your client, and advise whether I have correctly summarized the terms of the understanding that has been discussed between our clients. If so, I will immediately begin work on a proposed buy out agreement, and present a draft of it to you for your review and approval.

I will be waiting to hear from you.

Very truly yours,


Dwight L. Koerber, Jr.

cc: Mr. Craig L. Wise
DLK/jsr

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

Craig L. Wise,
Plaintiff

*

*

vs.

Docket No. 2006-817-CD

*

Corey J. Wise,
Defendant

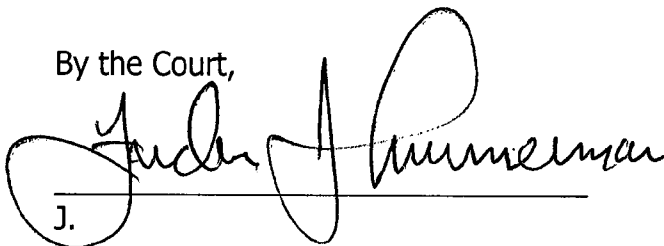
*

ORDER

AND NOW, this 23RD day of May 2006, upon
consideration of the Complaint filed by Plaintiff seeking injunctive relief, IT IS THE
ORDER OF THIS COURT that Defendant show cause why the injunction should not be
granted.

RULE RETURNABLE AND HEARING THEREON scheduled for the 8th day of
June 2006, at 1:30 o'clock P.M., in Courtroom No. 1,
Clearfield County Courthouse, Second and Market Streets, Clearfield, PA, 16830.

By the Court,


J.

FILED

01:55 PM
MAY 24 2006

6cc
Atty Koerber
(will serve)

William A. Shaw
Prothonotary/Clerk of Courts

(CR)

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

CRAIG L. WISE,
Plaintiff

v.

COREY J. WISE,
Defendant

*
*
*
*
*
*
*
*

Docket No. 06-817-CD

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
Plaintiff:
CRAIG L. WISE

Counsel of Record for
This Party:

Dwight L. Koerber, Jr., Esquire
PA I.D. 16332

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

MAY 25 2006

6/3/10/wn

William A. Shaw (LM)
Prothonotary

4 CERT TO ATTN

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

CRAIG L. WISE,
Plaintiff

v.

COREY J. WISE,
Defendant

*
*
*
*
*
*
*
*

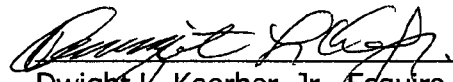
Docket No. 06-817-CD

CERTIFICATE OF SERVICE

I certify that on the 25th day of May, 2006, the undersigned served a certified copy of the Scheduling Order dated May 24, 2006 via certified mail served upon Defendant personally at P. O. Box 32, Bucyrus, Ohio 44820; by Sheriff service coordinated through Crawford County, Ohio to be covered by a further Affidavit of Service; and by sending a copy upon his attorney, by first class mail, on May 25, 2006.

Mr. Corey J. Wise
P. O. Box 32
Bucyrus, Ohio 44820

David J. Hopkins
HOPKINS, HELTZEL, LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff: Craig L. Wise

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

Craig L. Wise,
Plaintiff

vs.

Corey J. Wise,
Defendant

*

*

*

*

Docket No. 06-817-CD

Type of Pleading:
AFFIDAVIT OF SERVICE

Filed on behalf of:
PLAINTIFF: Craig L. Wise

Counsel of record for
this party:

Dwight L. Koerber, Jr., Esq.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 3cc
01/12:36 PM
JUN 06 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

Craig L. Wise,
Plaintiff

vs.

Corey J. Wise,
Defendant

*

*

*

*

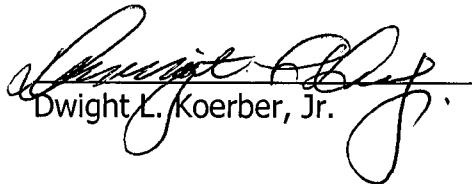
Docket No. 06-817-CD

AFFIDAVIT OF SERVICE

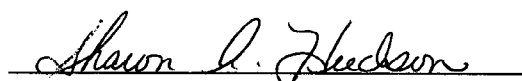
I, Dwight L. Koerber, Jr., state that on May 24, 2005 I served a certified copy of the Complaint filed in the above-captioned matter and the Scheduling Order setting a hearing on June 8, 2006 at 1:30 p.m. via United States Certified Mail with Return Receipt Requested upon Defendant, at the following address:

Mr. Corey J. Wise
P.O. Box 32
Bucyrus, OH 44820

Attached hereto is the Receipt for Certified Mail and the corresponding Domestic Return Receipt stamped on June 1, 2006.


Dwight L. Koerber, Jr.

Sworn to and subscribed before me this 6th day of June 2006.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon A. Hudson, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Dec. 9, 2008
Member, Pennsylvania Association of Notaries

2822 1076 2000 0752 4004

| | |
|--|----------------|
| U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage | \$ 2.55 |
| Certified Fee | 2.80 |
| Return Receipt Fee (Endorsement Required) | 1.85 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 7.20 |

| | |
|--|--|
| Sent To Mr. Corey J. Wise Street, Apt. No., or PO Box No. P.O. Box 32 City, State, ZIP+4 Bucyrus, OH 44820 | |
|--|--|

PS Form 3800, June 2002 See Reverse for Instructions

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|--|---|
| <p> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. </p> <p>1. Article Addressed to:</p> <p> Mr. Corey J. Wise P.O. Box 32 Bucyrus, OH 44820 </p> | <p> A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee </p> <p> B. Received by (Printed Name) _____ C. Date of Delivery _____ </p> <p> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No </p> |
| <p>2. Article Number (Transfer from service label)</p> <p>117004 2510 0007 6101 2262</p> | <p> 3. Service Type X Return Rec. for Mail <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p> 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes </p> |

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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

Craig L. Wise,
Plaintiff

vs.

Corey J. Wise,
Defendant

*

*

*

*

Docket No. 06-817-CD


Type of Pleading:
AMENDED AFFIDAVIT OF SERVICE

Filed on behalf of:
PLAINTIFF: Craig L. Wise

Counsel of record for
this party:

Dwight L. Koerber, Jr., Esq.
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED *3cc Atty Koerber*
9:35 am
JUN 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

Craig L. Wise,
Plaintiff

vs.

Corey J. Wise,
Defendant

*

*

*

*

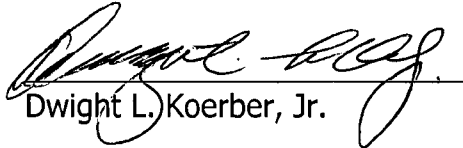
Docket No. 06-817-CD

AMENDED AFFIDAVIT OF SERVICE

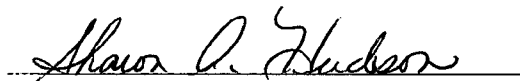
I, Dwight L. Koerber, Jr., state that on May 24, 2006 I served a certified copy of the Complaint filed in the above-captioned matter and the Scheduling Order setting a hearing on June 8, 2006 at 1:30 p.m. via United States Certified Mail with Return Receipt Requested upon Defendant, at the following address:

Mr. Corey J. Wise
P.O. Box 32
Bucyrus, OH 44820

Attached hereto is the Receipt for Certified Mail and the corresponding Domestic Return Receipt stamped on June 1, 2006.


Dwight L. Koerber, Jr.

Sworn to and subscribed before me this 6th day of June 2006.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon A. Hudson, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Dec. 9, 2006
Member, Pennsylvania Association of Notaries

7004 2510 0007 6101 2282

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 | \$ 2.55 |
| Certified Fee | 2.80 |
| Return Receipt Fee (Endorsement Required) | 1.85 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 7.20 |

Postmark: CLEARFIELD PA 16830 MAY 24 2006 USPS

Sent To
Mr. Corey J. Wise
 Street, Apt. No.,
 or PO Box No. **P.O. Box 32**
 City, State, ZIP+4 **Bucyrus, OH 44820**

PS Form 3800, June 2002 See Reverse for Instructions

| SENDER: COMPLETE THIS SECTION | | COMPLETE THIS SECTION ON DELIVERY | |
|---|--|---|--|
| <p>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> | | <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> | |
| <p>1. Article Addressed to:</p> <p>Mr. Corey J. Wise P.O. Box 32 Bucyrus, OH 44820</p> | | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> | |
| <p>2. Article Number (Transfer from service label) 7004 2510 0007 6101 2282</p> | | <p>3. Service Type X Return Rec. for Mail</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> | |
| | | <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> | |

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

CRAIG L. WISE,
Plaintiff

v.

COREY J. WISE,
Defendant

*
*
*
*
*
*
*
*

Docket No. 06-817-CD

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
Plaintiff:
CRAIG L. WISE

Counsel of Record for
This Party:

Dwight L. Koerber, Jr., Esquire
PA I.D. 16332

LAW OFFICES OF
DWIGHT L. KOERBER, JR.
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED acc. Atty Koerber
0/3:07-
JUN 08 2006

William A. Shaw
Prothonotary



Ronny J. Shawber, Sheriff

Crawford County Sheriff's Office

3613 Stetzer Road

Bucyrus, Ohio 44820

Phone: 419-562-7906 • Fax: 419-562-7912

AFFIDAVIT OF SERVICE

REC: MAY 25, 2006

CASE # 06817CD

TYPE OF PAPER: SUMMONS, COMPLAINT

IN REF: CRAIG WISE VS COREY WISE

SERVICE ON : COREY WISE AT 835 SUNSET DR., BUCYRUS, OH 44820

TYPE OF SERVICE: PERSONAL (5:49 PM)

SERVED: YES

FEES: PD

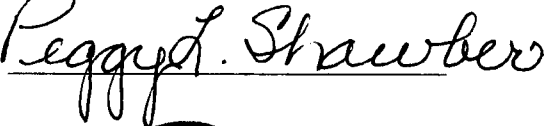
RONNY J. SHAWBER, SHERIFF

SERVING OFFICER:


SCOTT M. KENT

DEPUTY

SWORN TO BEFORE ME A NOTARY PUBLIC IN BUCYRUS ON 5-26 2006





PEGGY L. SHAWBER
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
2-2-11

D.A.R.E. TO KEEP KIDS OFF DRUGS.

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

CRAIG L. WISE,
Plaintiff

v.

COREY J. WISE,
Defendant

*
*
*
*
*
*
*
*

Docket No. 06-817-CD

Type of Pleading:
PRAECIPE

Filed on Behalf of:
Plaintiff:
CRAIG L. WISE

Counsel of Record for
This Party:

Dwight L. Koerber, Jr., Esquire
PA I.D. 16332

LAW OFFICES OF
KOERBER & CUMMINGS, LLC
110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED
018:56cm
MAR 20 2013

icc Atty
Koerber
bw

William A. Shaw
Prothonotary/Clerk of Courts

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

CRAIG L. WISE,
Plaintiff

v.

COREY J. WISE,
Defendant

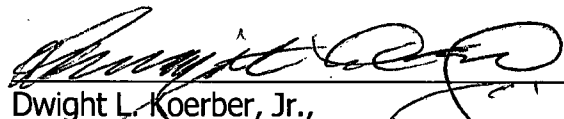
*
*
*
*
*
*
*
*

Docket No. 06-817-CD

PRAECIPE

Please mark the above-referenced docket number as settled and discontinued.

Respectfully Submitted,


Dwight L. Koerber, Jr.,
Attorney for Plaintiff: Craig L. Wise