

06-1309-CD  
George Prisk al vs Kenneth Prisk al

George Prisk et al vs Kenneth Prisk et al  
2006-1309-CD

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

GEORGE L. PRISK and  
DONALD G. PRISK, individually,  
jointly and as General Partners  
of PRISK DAIRY FARMS,  
a General Partnership  
Plaintiffs,

vs.

KENNETH B. PRISK, individually  
and as a former General Partner  
of PRISK DAIRY FARMS,  
Defendant.

No. 2006- 1309 -C.D.

Type of Case: **CIVIL ACTION, AT LAW  
AND IN EQUITY**

Type of Pleading: **COMPLAINT**

Filed on Behalf of: **PLAINTIFFS**

**Counsel of Record for this Party:**

John Sughrue, Esq.  
Supreme Court No. 01037  
23 North Second Street  
Clearfield, PA 16830  
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**Other Counsel of Record:**

**FILED** *cc Atty*  
*03:41 PM*  
AUG 15 2006 *cc shff*  
*Atty pd. 85.00*

William A. Shaw  
Prothonotary/Clerk of Courts

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No. 2006-

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**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(s). 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's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641, Extension 5982

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No. 2006-

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**COMPLAINT**

**AND NOW**, comes the Plaintiffs, George L. Prisk and Donald G. Prisk individually, jointly and as General Partners of Prisk Dairy Farms, by their Attorney, John Sughrue, and files this Civil Action against the above named Defendant, individually and as a former General Partner of Prisk Dairy Farms, upon Causes of Action whereof the following are statements:

1. The Plaintiff, George L. Prisk, is an adult individual and a General Partner of Prisk Dairy Farms, a General Partnership, having his principal residence at 316 Prisk Road, Curwensville, Clearfield County, PA 16833 (hereinafter referred to individually and jointly with his brother, Donald G. Prisk, as, "Remaining Partners").

2. The Plaintiff, Donald G. Prisk, is an adult individual and a General Partner of Prisk Dairy Farms, a General Partnership, having his principal residence at 212 Hollow View Road, Curwensville, Clearfield County, PA 16833 (hereinafter referred to individually and jointly with his brother George L. Prisk as, "Remaining Partners").

3. The Defendant, Kenneth B. Prisk, (hereinafter referred to as, “Withdrawn Partner”) is an adult individual who presently resides at 2205 Watts Road, Curwensville, Clearfield County, PA 16833.

4. On or about 1967 the parties formed a Partnership with their father, Lynn H. Prisk, for the purpose of owning and operating a dairy farm and related farming business pursuant to an oral agreement.

5. On or about October 1, 1972, the parties hereto and their said father, reduced their Partnership Agreement to a writing dated October 1, 1972. Said Agreement stated that the purpose of the Partnership was to engage in the business of dairy farming, producing and selling milk, milk products and other farm products and any other business as agreed upon by the Partners. (See paragraph 3). The Agreement identified the name of the Partnership as “Prisk Dairy Farms”. (See paragraph 1). A copy of said Partnership Agreement dated October 1, 1972 is attached hereto as **EXHIBIT 1** and incorporated herein by reference. Said Partnership Agreement and all of its Amendments are hereinafter referred to as the “Partnership Agreement”.

6. The Partnership was organized under the laws of the Commonwealth of Pennsylvania and constitutes a General Partnership.

7. The original Partnership Agreement was later amended by Written Agreements dated April 19, 1979, attached hereto as **EXHIBIT 2**, Agreement dated July 23, 1979 attached hereto as **EXHIBIT 3**, Agreement dated January 1, 1991 attached hereto as **EXHIBIT 4** and Agreement dated February 14, 2001 attached hereto as **EXHIBIT 5**. Said Amendments are incorporated herein by reference and are hereafter referred to collectively with the original Partnership Agreement as “Partnership Agreement”.

8. The Partnership is hereinafter referred to as “Prisk Dairy Farms” and its activities are hereinafter referred to as, “Partnership Business”.

9. At all times relevant hereto Prisk Dairy Farms owned real property located in Ferguson and Greenwood Townships, Clearfield County, PA on which and from which it conducted Partnership Business. Said real property is hereinafter referred to as “Partnership Realty”.

10. The Withdrawn Partner, by letter dated July 23, 2004, written by his authorized Attorney, Chris Pentz, withdrew as a partner of the partnership. A copy of said letter, hereafter, “withdrawal letter” is attached hereto as **EXHIBIT 6** and incorporated herein by reference.

11. That the withdrawal letter was received by Remaining Partner’s Attorney, John Sughrue, on July 26, 2004.

12. Remaining Partners, by a letter dated August 6, 2004, written by their authorized Attorney, John Sughrue, acknowledged receipt of the withdrawal letter and Plaintiff’s withdrawal from the partnership. A copy of said letter, hereafter, “acknowledgement letter” is attached hereto as **EXHIBIT 7** and incorporated herein by reference.

13. That this Court in a related case and proceedings filed at No. 04-2002-CD between the same parties entered an Order on December 15, 2005 adjudicating as a fact that Kenneth Prisk effectively exercised his right to withdraw from the Partnership and had, in fact, withdrawn from the Partnership pursuant to the Partnership Agreement, paragraph 8. A copy of said Order is attached hereto as **EXHIBIT 8**.

#### **COUNT 1-DECLARATORY JUDGMENT**

14. The facts and averments set forth in paragraphs 1 through 13 above are incorporated herein by reference as though the same were set forth herein at length verbatim.

15. As a result of the foregoing, Defendant Kenneth B. Prisk is no longer a General Partner of Prisk Dairy Farms.

16. Paragraph eight (8) of the Partnership Agreement, **EXHIBIT 1**, specifically provides that the withdrawal of a Partner shall not dissolve the Partnership.

17. As a result of the foregoing and as a matter of law, the Partnership known as Prisk Dairy Farms was not terminated or dissolved and continues to exist as a general partnership and the Plaintiffs, George L. Prisk and Donald G. Prisk, are the sole Remaining Partners thereof.

**WHEREFORE**, the Plaintiffs by their Attorney respectfully moves the Honorable Court to enter a Declaratory Judgment in their favor and against the Defendant, Kenneth B. Prisk, adjudicating the following:

A. That Defendant, Kenneth B. Prisk, pursuant to the Partnership Agreement, withdrew as a General Partner of the general partnership known as Prisk Dairy Farms effective July 26, 2004;

B. That said withdrawal was authorized by paragraph eight (8) of the Partnership Agreement and duly acknowledged by the remaining Partners, George L. Prisk and Donald G. Prisk, by letter dated August 6, 2004;

C. Subsequent to said withdrawal, the Partnership known as Prisk Dairy Farms continued to exist and after July 26, 2004 consisted solely of the remaining General Partners, George L. Prisk and Donald G. Prisk, Plaintiffs herein;

D. As a result of the foregoing, effective July 26, 2004 Kenneth B. Prisk is entitled to be paid by the Plaintiffs and/or Prisk Dairy Farms such amount as to which he is entitled under the Partnership Agreement;

E. Such other adjudication and/or relief as the Court shall determine to be appropriate and necessary under the facts and law of this case.

## **COUNT II**

### **DETERMINATION OF THE AMOUNT OF PAYMENT DUE KENNETH B. PRISK,**

#### **WITHDRAWN PARTNER**

18. The facts and averments set forth in paragraphs 1 through 17 above are incorporated herein by reference as though the same were set forth herein at length verbatim.

19. The parties have been unable to agree as to the amount of the payment due the Withdrawn Partner under paragraph eight (8) of the original Partnership Agreement, **EXHIBIT 1**.

20. The original Partnership Agreement, paragraph eight (8) provides, "... the value of the withdrawn Partner's share shall be calculated by dividing the Partnership capital valuation in effect at the time when the withdrawn Partner's notice is received by the number of Partners, including the withdrawing Partner. The Partnership shall then distribute to the Withdrawn Partner share in sixty (60) equal monthly payments with the first payment to be made on the ninetieth (90) day after the withdrawal is received and monthly thereafter, until the Withdrawn Partner's share is paid in full together with four percent (4%) interest on the unpaid amount. The Remaining Partners, at their option, may distribute it to the withdrawing Partner in greater amounts, at more frequent intervals, or by a lump sum."

21. By letter dated October 22, 2004, copy attached as **EXHIBIT 9**, the Remaining Partners advised the Withdrawn Partner that they had computed the amount due him as Twenty Three Thousand Nine Hundred Fifty Six Dollars and 18/100 (\$23,956.18) at that time tendered a check to him in the amount of Three Hundred and Ninety Nine Dollars and 26/100 (\$399.26), representing a one-sixtieth (1/60) of the amount due and the first of sixty (60) installments due under the Partnership Agreement.

22. Subsequently, on or about the 26<sup>th</sup> day of November and each month thereafter through March 31, 2005, the remaining Partners tendered a check in said amount together with interest at four percent (4%). On each occasion, the Withdrawn Partner returned said check.

23. On or about April 21, 2005, Attorneys for the parties, to eliminate the fruitless acts of Plaintiffs tendering a check and Defendant returning it, agreed such tender and return would be foregone without prejudice to the position of either party.



24. Subsequent to the foregoing, the Remaining Partners researched the records of the Partnership in greater depth in an attempt to better understand and evaluate the valuation language contained in said paragraph 8. In particular, the Remaining Partners reviewed Partnership records with respect to partner, Lynn Prisk, a prior partner, who had withdrawn from the Partnership in 1980. At that time, the Partnership capital valuation used to pay Lynn Prisk was based on the Partnership's capital accounts as maintained and set forth in the Partnerships' federal income tax return for the year 1980. In 1980, Lynn Prisk, withdrew from the Partnership and was paid the amount in his individual capital account as established in the 1980 federal income tax return. Based on said prior practice and after further consideration, the Remaining Partners have concluded that the phrase, "The Partnership capital valuation in effect at the time when the withdrawn Partner's notice is received" refers to the Partnership's capital valuation as computed for the tax year ending 12/31/2003 and contained in the Partnership's Federal Income Tax return for that year. A true and correct copy of the Partnership's 2003 federal income tax return is attached hereto as **EXHIBIT 10** and incorporated herein by reference.

25. The total Partnership capital valuation stated in the 2003 Income Tax return was One Hundred Thirteen Thousand Eleven Dollars (\$113,011.00). Defendant's individual capital account as of 12/31/03 was minus Twenty Three Thousand Four Hundred Twenty Seven Dollars (-\$23,427.00).

26. As a result of the foregoing, it is the Remaining Partners' belief that the proper amount due the Withdrawn Partner is the actual amount of his individual capital account (-\$23,427.00) or one-third (1/3) of the total said Partnership capital valuation (\$113,011.00), whichever is greater.

27. At no relevant time has the Withdrawn Partner provided orally or in writing any amount which he alleges to be the Partnership capital valuation or the amount due him.

28. As a result of the foregoing, the Remaining Partners believe and therefore aver that the amount due the Withdrawn Partner as of July 26, 2004 was Thirty Seven Thousand Six Hundred and Seventy Dollars and Thirty Three Cents (\$37,670.33) plus interest at four percent (4%) annually on the unpaid balance.

29. The Remaining Partners are ready, willing and able to pay to the Defendant, Withdrawn Partner, the sum due him as aforesaid together with interest at 4% annually on the unpaid balance.

30. That the Withdrawn Partner has in the past and continues as of the filing of this Action to refuse to accept the sum due him under the Partnership Agreement.

**WHEREFORE**, the Plaintiffs respectfully moves the Honorable Court to enter a decision and judgment in their favor and against the Defendant as follows:

A. Enter an Order adjudicating the amount due the Defendant as \$37,670.33 plus interest at 4%, annually on the unpaid balance;

B. Order the Plaintiffs to pay the same in sixty (60) equal installments and to direct the Defendant to accept the same in full and final satisfaction of his ownership interest in the Partnership;

C. Further, if the Defendant refuses to accept said amount, Plaintiff requests a Court Order directing the Plaintiffs to deposit said sum with the Prothonotary of this Court and that upon such deposit to enter an Order declaring Plaintiffs obligations to the Defendant as a Withdrawn Partner paid in full;

D. Enter an Order directing the Defendant to execute appropriate Deeds and Bills of Sale transferring all his rights, title and claims in Partnership Realty and personal property to the Plaintiffs forthwith;

E. To Order such other relief as the Court deems just and appropriate under the circumstances of this case.

### **COUNT III-INJUNCTION**

31. The facts and averments set forth in paragraphs 1 through 30 above are incorporated herein by reference as though the same were set forth at length verbatim.

32. The Partnership, Prisk Dairy Farms, is the owner of certain real property located in Ferguson and Greenwood Townships, Clearfield County, PA, more particularly described as follows:

A. More particularly described in Deed from Lynn H. Prisk et ux. dated July 28, 1980 to George L. Prisk, Donald G. Prisk, and Kenneth B. Prisk, Partners of Prisk Dairy Farms, recorded in Clearfield County Recorder's Office in DBV 801 page 473. A copy of said Deed is attached hereto as **EXHIBIT 11** and incorporated herein by reference.

B. More particularly described in Deed dated July 22, 1987 from Mary Bell Straw, Widow, to George L. Prisk, Donald G. Prisk, and Kenneth B. Prisk, Co-Partners of Prisk Dairy Farms, recorded in Clearfield County Recorder's Office in DBV 1172 page 174. A copy of said Deed is attached hereto as **EXHIBIT 12** and incorporated herein by reference.

C. More particularly described in that certain Deed dated September 3, 1987 from Robert H. Stevens to George L. Prisk, Donald G. Prisk, and Kenneth B. Prisk, Co-Partners of Prisk Dairy Farms, recorded in Clearfield County Recorder's Office in DBV 1184 page 152. A copy of said Deed is attached hereto as **EXHIBIT 13** and incorporated herein by reference.

D. More particularly described in Deed dated December 16, 1988 from Lawrence W. Stevens, Executor to George L. Prisk, Donald G. Prisk, and Kenneth B. Prisk as Co-Partners of Prisk Dairy Farms, recorded in Clearfield County Recorder's Office in DBV

1260 page 120. A copy of said Deed is attached hereto as **EXHIBIT 14** and incorporated herein by reference.

E. More particularly described in Deed dated June 17, 1997 from Doreen R. Prisk, ex-wife of George L. Prisk, to George L. Prisk, Donald G. Prisk, and Kenneth B. Prisk, as Co-Partners of Prisk Dairy Farms, recorded in Clearfield County Recorder's Office in DBV 1858 page 529. A copy of said Deed is attached hereto as **EXHIBIT 15** and incorporated herein by reference.

F. More particularly described in Deed dated March 4, 1991 from Vern L. Tubbs et ux. to George L. Prisk, Donald G. Prisk, and Kenneth B. Prisk, as Co-Partners of Prisk Dairy Farms, recorded in Clearfield County Recorder's Office in DBV 1387 page 473. A copy of said Deed is attached hereto as **EXHIBIT 16** and incorporated herein by reference.

33. Prisk Dairy Farms, the Partnership is also the owner of various livestock, hand tools, power tools, motor vehicles, tractors, harvesters, miscellaneous parts and equipment and other farm related equipment., more particularly set forth and described on **EXHIBIT 17** attached hereto and incorporated herein be reference.

34. The Withdrawn Partner continues to reside on Prisk Dairy Farm Realty in a residential dwelling, located at 2205 Watts Road and continues to trespass upon and damage other Partnership Realty and periodically uses Partnership tools and equipment.

35. As a result of the foregoing, the Withdrawn Partner no longer has any right or privilege to occupy, possess, or use Partnership property, real or personal, including specifically the residential dwelling where he is presently residing and the real estate and the farm equipment described above.

36. As a result of the foregoing, the Remaining Partners by letter dated January 10, 2006 from their Attorney, gave notice to the Withdrawn Partner to cease his use of Partnership tools and

equipment and to remove himself from Prisk Dairy Farms Realty, including the residential dwelling, no later than March 31, 2006. A copy of said letter is attached hereto as **EXHIBIT 18** and hereinafter referred to as "Notice to Vacate".

37. Despite said demand to vacate Prisk Dairy Farms Realty, the Withdrawn Partner has defiantly continued to reside at 2205 Watts Road, occupy and utilize the real property immediately adjacent to said residence and to trespass upon other lands, fields, and woodlands owned by Prisk Dairy Farms.

38. Notwithstanding the foregoing, the Remaining Partners, out of necessity continued to support and subsidize Withdrawn Partner, generally and in particular, by providing electric, natural gas for heating the residence and payment of insurance and taxes on the residence in which the Withdrawn Partner resides.

39. The Remaining Partners have demanded the Withdrawn Partner to surrender all Partnership property and to remove himself from the Partnership Realty and he has refused to do so in the past and continues to so refuse as of the filing of this Action.

40. As a result of the foregoing, and in order to assure the Partnership good and marketable title, free and clear of any encumbrance or cloud on the title, as a result of the Withdrawn Partners former status, it is necessary and desirable that the Withdrawn Partner execute and deliver a special warranty deed conveying and releasing all of his rights, title, interest and claims in the aforesaid described Partnership Realty and livestock and farm equipment to the Remaining Partners.

41. In addition to the foregoing, the Withdrawn Partner has intentionally damaged Partnership property and interfered with Partnership contracts and business affairs, all of which have resulted in harm and loss to the Partnership, generally and in the following particulars:

A. Obstructed Prisk Dairy Farms from participating in CREP Program (Conservation Reserve Enhancement Program) conducted by the United States Department of Agriculture by falsely advising the administrators that he was a Partner and opposed the program; As a result, the Partnership lost the ability to place farmland in the program and lost annual revenue of approximately Fourteen Thousand Dollars (\$14,000) for each of the years 2005 and 2006;

B. Caused the Partnership in all probability to lose the opportunity to participate in the CREP Program in the future;

C. Interfered with production of timber resources;

D. Damaged vegetation and crops in the fields.

42. Under any circumstances, Plaintiffs, George L. Prisk and Donald G. Prisk, constitutes a majority of the general partners of the Partnership and are authorized under the original Partnership Agreement, paragraph 5 to manage the Partnership, Prisk Dairy Farms.

**WHEREFORE**, George L. Prisk and Donald G. Prisk, the Remaining Partners of Prisk Dairy Farms, a Partnership, by their Attorney, respectfully moves the Honorable Court to forthwith grant relief as follows:

A. To forthwith issue a **Rule** directed to the Defendant, Withdrawn Partner, Kenneth B. Prisk to **Show Cause**, if any, why he should not immediately during the pendency of this Action be ordered as follows:

1. To immediately cease and refrain from possessing, using, appropriating, transferring, selling, or otherwise dealing or attempting to possess, use, appropriate, transfer, sale, or otherwise deal with the livestock, tools, equipment, motor vehicle, farm equipment, parts and all other tangible or intangible personal property located on Prisk

Dairy Farms and/or owned by Prisk Dairy Farms, a Partnership, and the Remaining Partners, George L. Prisk and Donald G. Prisk;

2. To cease and refrain from interfering with or in Partnership business, affairs, operation or otherwise representing himself at any time to any person or entity that he is a partner of Prisk Dairy Farms.

3. To immediately cease and refrain from entering, utilizing, or damaging any real property owned by Prisk Dairy Farms, a Partnership, as described in the above-captioned Action;

4. Direct the Defendant, Kenneth B. Prisk, to restrict his use and occupancy of the residential dwelling at 2205 Watts Road during the pendency of this Action to the use of the house, the driveway to the house and the surface of the land around the house located within a twenty-five (25) yard radius of the dwelling and;

5. Grant Plaintiffs the exclusive right and power to operate and manage Prisk Dairy Farms, including participation in the CREP program;

6. Order such other relief including Contempt Proceedings as the Court may deem appropriate and necessary under the facts and circumstances of this case.

B. After trial to enter a permanent order providing the following:

1. Direct Kenneth B. Prisk, Withdrawn Partner, to forthwith, execute, and deliver to the Remaining Partners, a Special Warranty Deed conveying all of his right, title, interest, and claims of whatsoever nature, in the above-described Partnership Realty, absolutely to George L. Prisk and Donald G. Prisk, as Partners of Prisk Dairy Farms, their heirs, successors, and assigns;

2. Order Withdrawn Partner, Kenneth B. Prisk, execute and deliver a Bill Of Sale conveying to all his right, title, interest and claims, in the above-described livestock, tools,

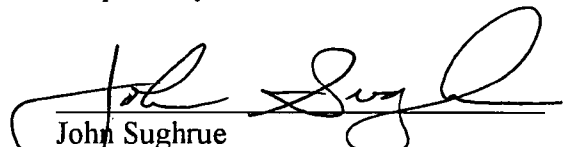
equipment, motor vehicles, farm equipment, and other tangible and intangible personal property located on Prisk Dairy Farms and/or owned by Prisk Dairy Farms to the Remaining Partners, George L. Prisk and Donald G. Prisk, their heirs, successors, and assigns and to execute such additional instruments as may be reasonably necessary to fully and finally effectuate Defendants withdrawal from the Partnership, Prisk Dairy Farms;

3. Enter an Order directing the Withdrawn Partner, Kenneth B. Prisk, to immediately and forever cease and refrain from entering the of Partnership Realty described above and to forthwith cease and refrain for all time from possessing, using, appropriating, transferring, selling, or otherwise dealing or attempting to possess, use, appropriate, transfer, sale, or otherwise deal with the livestock, tools, equipment, motor vehicle, farm equipment, parts and all other tangible or intangible personal property located on Prisk Dairy Farms and/or owned by Prisk Dairy Farms, a Partnership and the Remaining Partners, George L. Prisk and Donald G. Prisk;

4. Enter an Order directing the Withdrawn Partner, Kenneth B. Prisk, to forthwith vacate and permanently refrain from entering or occupying the residential dwelling at 2205 Watts Road, and further to remove from said premises all of his and his family's personal property;

5. Such other relief, including Contempt Proceedings, as the Court may deem appropriate and necessary under the facts of this case and the law.

Respectfully submitted

  
John Sughrue  
Attorney for the Plaintiffs



# PARTNERSHIP AGREEMENT

This Partnership Agreement made and entered into as of October 1, 1972 by and among LYNN H. PRISK, first party, GEORGE L. PRISK, second party, DONALD G. PRISK, third party, and KENNETH B. PRISK, fourth party, all of R. D. #2, Curwensville, Pennsylvania.

## WITNESSETH:

WHEREAS, for more than five (5) years prior to the date of this Partnership Agreement, the parties have engaged in the dairy and farming business under a parol agreement and now by this written agreement hereby reduces to writing the terms of the said Partnership Agreement.

NOW THEREFORE in consideration of the mutual promises herein contained and with the intent to be legally bound hereby, the parties hereby agree as follows:

1. Business Name: The name of the partnership shall be Prisk Dairy Farms.
2. Place of Business: The principal place of business shall be in Ferguson and Greenwood Township, Clearfield County, Pennsylvania, R. D. # Curwensville, Pennsylvania, and such other places agreed upon by the parties.
3. Purpose: The partnership shall engage in the business of dairy farming, producing and selling milk, milk products, and other farm products and any other businesses as agreed upon by the partners.
4. Capital: The partnership capital consists of livestock, machinery, equipment, feed, farm products and cash, which capital has been contributed equally by all the partners. Individual capital accounts shall

# EXHIBIT 1

be maintained for each partner. A partner may draw on and reduce his capital account only with the written consent of all other partners. It is agreed that the value of the partnership capital as of the date of this agreement is \$80,000 and hereafter on or before the fifteenth of January of each succeeding year the partners shall determine and enter in the partnership records the value of the partnership capital as of the first day of January of that year. Should a partner withdraw or die, the partnership capital valuation which is then entered in the partnership records as of the date of withdrawal or death, shall be used in determining the value due the withdrawing partner or the estate of a deceased partner. If at any time the partners fail to annually determine the partnership capital valuation the prior determination shall continue until the subsequent determination is made.

5. Management: Each partner shall have equal voice in the management and conduct of the partnership business and all decisions shall be by a majority vote and each partner shall be entitled to one vote. The second, third and fourth parties should devote their full time and attention to the partnership business, while the first party shall devote only the time and attention which he desires to devote to the business.

6. Profit and Loss: The net profit and loss of the partnership shall be distributed or chargeable, as the case may be, to each partner in equal proportions. An individual income account shall be maintained for each partner and there shall be a monthly drawing from the income account of \$150.00 for each partner. Notwithstanding any other provisions in this agreement, if in any month there is not sufficient income to provide the \$150.00 drawings they shall be credited against the capital account.

Annually, as soon as possible after the close of the calendar year the partners shall calculate the net profit, and after crediting the distributions made on the drawings, setting aside an agreed amount for additional capital, shall distribute the residue equally among the partners.

7. Insurance: Life insurance policies of equal amounts have been obtained for each of the insurable partners, the premium of which have been and shall be paid from the partnership funds. The beneficiary in each policy shall be the wife of the insured partner. One partner, Lynn H. Prisk, is not presently insurable and in the event of his death the partnership shall pay, in lieu of insurance, the sum of One Hundred Fifty (\$150.00) Dollars per month to Arlene I. Prisk, his surviving widow, so long as she lives, subject to the provisions hereafter stated relating to dissolution.

8. Withdrawal of a Partner: The withdrawal of a partner shall not dissolve the partnership. Should a partner desire to withdraw he shall give the remaining partners sixty (60) days written notice of his intention to withdraw. Within said period the value of the withdrawn partner's share shall be calculated by dividing the partnership capital valuation in effect at the time when the withdrawn partner's notice is received by the number of partners, including the withdrawing partner. The partnership shall then distribute to the withdrawn partner share in sixty (60) equal monthly payments with the first payment to be made on the ninetieth (90) day after the withdrawal is received and monthly thereafter, until the withdrawn partner's share is paid in full together with four (4%) per cent interest on the unpaid amount.

The remaining partners, at their option, may distribute to the withdrawing partner greater amounts, at more frequent intervals, or by a lump sum.

The cash surrender value of the life insurance policy on the withdrawn partner's life, paid is from partnership funds, shall be credited against the amount due the withdrawing partner.

The withdrawn partner shall have no voice in the partnership.

9. Death of a Partner: Upon the death of a partner the deceased partner's share shall be calculated by dividing the partnership's capital value in effect at the time of the deceased partner's death by the number of partners, including the deceased partner. In the event the amount of life insurance payable to the widow of the deceased partner is less than the deceased partner's share, as calculated above, the partnership shall pay the widow of the deceased partner an amount sufficient which when added to the insurance payment shall equal the deceased partner's share. In the event the insurance payment received by the widow of the deceased partner is equal to or greater than the deceased partner's share the partnership shall make no further payment to the said widow.

In the event of the death of Lynn H. Prisk, the partnership agree to pay to Arlene I. Prisk, so long as she shall live the sum of One Hundred Fifty (\$150.00) Dollars per month.

Both of the foregoing provisions are subject to the provisions hereafter stated relating to dissolution.

10. Dissolution: Notwithstanding the provision that the withdrawal of a partner shall not dissolve the partnership, in the event all of the partners desire to dissolve the partnership, the same can be done at anytime, before or after the withdrawal or death of a partner. In the event a dissolution takes place the net proceeds from the dissolution shall be divided equally among the partners after paying all of the debts and obligations of the partnership including any amounts due the widows of any deceased partners. Said amount due a widow shall be an obligation of the partnership and shall be paid before any distribution is made to the partners.

Should there not be sufficient assets to pay all the debts and obligation of the partnership the said debts and obligations shall be paid equally by all the partners.

In the event Lynn H. Prisk is not living at the time the partnership is dissolved, the difference between Twenty Thousand (\$20,000) Dollars which is the agreed present value of the Lynn H. Prisk share of the partnership, and the total amount of \$150.00 monthly payments paid to Arlene I. Prisk, his surviving widow, shall be an obligation of the partnership to be paid to said widow prior to the distribution of the proceeds of liquidation to the surviving partners. In the event the \$150.00 monthly payments are equal to or exceed the \$20,000 there is no amount due from the partnership to Arlene I. Prisk.

11. Powers and Limitations: The partnership shall maintain a bank account or bank accounts as may be agreed upon by the partners and all checks shall be signed by Lynn H. Prisk or George L. Prisk.

No. partner may without consent of the other partners borrow money, pledge any property, lease or sell any property of the partnership, without the written consent or joinder of other partners.

12. Books and Records: The partnership shall keep proper and complete books and accounts which may be examined by any of the partners or the accredited representative at any reasonable business hours.

13. Notices: All notices provide for under this agreement shall be in writing and when sent by registered or certified mail to the last known address of the party to whom it is addressed shall be considered received one (1) day after mailing. Written notices may also be delivered in person or otherwise.

IN WITNESS WHEREOF the parties hereto have set their hands  
and seals the day and year first above written.

*Lynn H. Prisk* (Seal)  
Lynn H. Prisk

*George L. Prisk* (Seal)  
George L. Prisk

*Donald G. Prisk* (Seal)  
Donald G. Prisk

*Kenneth B. Prisk* (Seal)  
Kenneth B. Prisk

Consent of Partners' Wives

We, the undersigned wives of the above partners, with the intent  
to be legally bound, hereby approve and consent to the foregoing partner-  
ship agreement.

*Lynn H. Prisk* (Seal)  
Wife of

*George L. Prisk* (Seal)  
Wife of

*Donald G. Prisk* (Seal)  
Wife of

*Kenneth B. Prisk* (Seal)  
Wife of

ARTICLES OF AMENDMENT  
TO PARTNERSHIP AGREEMENT

Articles of Amendment to Partnership Agreement made and entered into this 19<sup>th</sup> day of April, 1979 by and between LYNN H. PRISK, first party, GEORGE L. PRISK, second party, DONALD G. PRISK, third party, and KENNETH B. PRISK, fourth party, all of R. D. # 2, Curwensville, Pennsylvania.

W I T N E S S E T H :

WHEREAS, the parties hereto have entered into a Partnership Agreement dated October 1, 1972, and

WHEREAS, the parties hereto desire to amend the Partnership Agreement dated October 1, 1972 as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained and with the intent to be legally bound hereby, the parties hereby agree as follows:

1. That the following paragraph:

"3. Purpose: The partnership shall engage in the business of dairy farming, producing and selling milk, milk products, and other farm products and any other businesses as agreed upon by the partners." shall be amended to read as follows:

"3. Purpose: The partnership shall engage in the business of dairy farming, producing and selling milk,

EXHIBIT 2

milk products, and other products and any other business as agreed upon by the partners, including the purchase and sale of real estate for partnership purposes."

2. The parties hereto agree that all other covenants and agreements as set forth therein shall remain the same.

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

Lynn H. Prisk (SEAL)  
Lynn H. Prisk

George L. Prisk (SEAL)  
George L. Prisk

Donald G. Prisk (SEAL)  
Donald G. Prisk

Kenneth B. Prisk (SEAL)  
Kenneth B. Prisk



ACKNOWLEDGMENT OF CAPITAL CONTRIBUTION OF  
LYNN H. PRISK TO PRISK DAIRY FARMS,  
A PARTNERSHIP

This memorandum of agreement made and entered into this  
23rd day of July, 1979 by and between LYNN H. PRISK, GEORGE L.  
PRISK, DONALD G. PRISK and KENNETH B. PRISK, Co-partners, t/a  
PRISK DAIRY FARMS

W I T N E S S E T H :

WHEREAS, the parties hereto have heretofore entered into  
a partnership agreement dated October 1, 1972, relating to a  
partnership known as Prisk Dairy Farms, and

WHEREAS, Lynn H. Prisk by deed dated March 31, 1972  
granted and conveyed to Lynn H. Prisk, George L. Prisk, Kenneth  
B. Prisk and Donald G. Prisk certain tracts or parcels situate in  
the Townships of Ferguson and Greenwood, Clearfield County, Penn-  
sylvania, as joint tenants with the right of survivorship, and  
which deed is recorded in Deed Book 594, Page 142, and

WHEREAS, the said conveyance of said real estate was  
intended by Lynn H. Prisk as a capital contribution to the partner-  
ship known as Prisk Dairy Farms and which partnership consisted  
solely of the parties named herein, and

WHEREAS, Lynn H. Prisk, George L. Prisk, Kenneth B.  
Prisk and Donald G. Prisk, being all of the partners of Prisk  
Dairy Farms, desire to acknowledge the said capital contribution  
of Lynn H. Prisk to the partnership known as Prisk Dairy Farms.

NOW, THEREFORE, the parties, intending to be legally  
bound, covenant and agree as follows:

1. That the real estate described in the deed of Lynn

EXHIBIT 3

H. Prisk and Arlene I. Prisk, his wife, to Lynn H. Prisk, George L. Prisk, Kenneth B. Prisk and Donald G. Prisk, as joint tenants with the right of survivorship, dated March 31, 1972 and recorded in Deed Book 594, Page 142, is herewith acknowledged to be a capital contribution of Lynn H. Prisk to the assets of the partnership consisting of Lynn H. Prisk, George L. Prisk, Kenneth B. Prisk and Donald B. Prisk known as Prisk Dairy Farms.

2. That the said capital contribution of Lynn H. Prisk to Prisk Dairy Farms, a partnership, is herewith acknowledged to be in the amount of \$45,000.00.

3. It is agreed that Lynn H. Prisk shall be entitled to withdraw the amount of his capital contribution to the said partnership during his lifetime.

4. In the event of the death of Lynn H. Prisk, the balance of his capital contribution shall be subject to the provisions of the partnership agreement dated October 1, 1972 and the amendment thereto dated April 19, 1979 as heretofore executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

PRISK DAIRY FARMS

BY Lynn H. Prisk (SEAL)  
Co-partner

BY George L. Prisk (SEAL)  
Co-partner

BY Kenneth B. Prisk (SEAL)  
Co-partner

BY Donald G. Prisk (SEAL)  
Co-partner

AMENDMENT TO PARTNERSHIP AGREEMENT  
DATED OCTOBER 1, 1972

THIS AMENDMENT to the aforementioned Partnership Agreement is entered into this 1st day of January, 1991 by the remaining partners of the entity trading and doing business as PRISK DAIRY FARMS, namely: GEORGE L. PRISK, the first party, DONALD G. PRISK, the second party, and KENNETH B. PRISK, the third party.

W I T N E S S E T H :

WHEREAS the parties hereto entered into an written Partnership Agreement dated October 1, 1972 and since that time have operated the entity known as PRISK DAIRY FARMS in accordance with said Agreement; and

WHEREAS, the Partnership Agreement of October 1, 1972 contained no contingency provision should any partner become disabled so as not to be able to attend to the affairs of the partnership; and

WHEREAS, all parties hereto agree that such a provision would be in the best interest of all parties and therefore should be incorporated into the existing Partnership Agreement for the entity trading and doing business as PRISK DAIRY FARMS.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and with the intent to the legally bound hereby, the parties hereby agree as follows:

1. The following provision shall be incorporated into and

**EXHIBIT 4**

shall become part of the PRISK DAIRY FARM Partnership Agreement dated October 1, 1972:

"DISABILITY. In the event that any partner shall become disabled so as to be unable to attend to the affairs of the partnership, as is determined by a majority of the partners, said disabled partner shall be entitled to receive disability payments from the profits of the partnership, on a monthly basis, in an amount and for such a period of time as can be agreed upon by the partners. Likewise, nothing set forth in this paragraph shall be construed to in any way limit the disabled partner's right to withdraw funds from his capital account up to the balance remaining in said account.".

2. Except as set forth herein, GEORGE L. PRISK, DONALD G. PRISK and KENNETH B. PRISK, the first, second and third named parties herein, and as the sole remaining co-partners in the partnership known as PRISK DAIRY FARMS, hereby ratify and affirm all the other terms, covenants and conditions as set forth in the written Partnership Agreement dated October 1, 1972 and any other written amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed the within Amendment the day and year first above written.

WITNESS:

*Charles P. Gates*

*as to*

*all parties*

*George L. Prisk*

George L. Prisk,  
the first party

(SEAL

*Donald G. Prisk*

Donald G. Prisk,  
the second party

(SEAL

*Kenneth B. Prisk*

Kenneth B. Prisk,  
the third party

(SEAL

AMENDMENT TO PARTNERSHIP AGREEMENT  
DATED OCTOBER 1, 1972

THIS AMENDMENT to the aforementioned Partnership Agreement is entered into this 14<sup>th</sup> day of ~~January~~<sup>February</sup>, 2001 by the remaining partners of the entity trading and doing business as PRISK DAIRY FARMS, namely: GEORGE L. PRISK, the first party, DONALD G. PRISK, the second party, and KENNETH B. PRISK, the third party.

W I T N E S S E T H :

WHEREAS the parties hereto entered into a written Partnership Agreement dated October 1, 1972 and since that time have operated the entity known as PRISK DAIRY FARMS in accordance with said Agreement; and

WHEREAS, at the time said Partnership Agreement was executed, life insurance policies of equal amounts had been obtained for each of the insurable partners with the initial premiums having been paid from partnership funds;

WHEREAS, since that time, George L. Prisk and Donald G. Prisk have cashed in their respective life insurance policies and have retained for their benefit the cash surrender value of said policies;

WHEREAS, although the life insurance policy taken out on the life of Kenneth B. Prisk is still in existence, for many years, the premiums have been paid by Kenneth B. Prisk, individually, and not by the partnership;

WHEREAS, because of the above circumstances, the surviving partners of Prisk Dairy Farms wish to remove the

**EXHIBIT 5**

provisions regarding said life insurance policies from the terms of the existing Partnership Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and with the intent to be legally bound hereby, the parties hereby agree as follows:

1. Paragraph 7 of the Partnership Agreement for PRISK DAIRY FARMS of October 1, 1972 (entitled "Insurance") is hereby deleted in its entirety and from this date forward the same will no longer be an enforceable provision between the existing partners or otherwise have any legal effect.

2. The next to the last sentence in Paragraph 8 of the Partnership Agreement of October 1, 1972 (entitled "Withdrawal of a Partner") which reads as follows:

"The cash surrender value of the life insurance policy on the withdrawn partner's life, paid from partnership funds, shall be credited against the amount due of the withdrawing partner." is hereby deleted from the aforementioned Partnership Agreement in its entirety and from the date hereof the same will no longer be an enforceable provision between the existing partners nor will the same have any legal effect.

3. Paragraph 9 (entitled "Death of a Partner") in the existing Partnership Agreement of October 1, 1972 is to be deleted in its entirety with a new paragraph to be substituted therefor which shall have the following content:

"9. Death of a Partner: Upon the death of a partner, the deceased partner's share shall be calculated by dividing the partnership's capital value in effect at the time of the deceased partner's death

by the number of partners, including the deceased partner. The partnership shall then distribute either to the deceased partner's widow or to the deceased partner's estate said deceased partner's dollar interest in the partnership by virtue of making sixty (60) equal monthly payments with the first payment to be made on the ninetieth (90) day after the date of death of the deceased partner, until the deceased partner's share is paid in full, together with 4% interest on the unpaid amount.

The foregoing provision is subject to the provisions hereafter stated relating to dissolution."

As of the date of this Amendment, the prior terms of Paragraph 9 of the Partnership Agreement dated October 1, 1972 (entitled "Death of a Partner") will no longer be legally binding upon the existing partners nor otherwise have any legal effect.

4. Except as set forth herein, George L. Prisk, Donald G. Prisk and Kenneth B. Prisk, the first, second and third named parties herein, and as sole remaining co-partners in the partnership known as "PRISK DAIRY FARMS" hereby ratify and affirm all other terms, covenants and conditions as set forth in the written Partnership Agreement dated October 1, 1972, including all other written amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed the within Amendment the day and year first above written.

WITNESS:

Samuel J. Mann

1

George L. Prisk (SEAL)  
George L. Prisk (the first party)

Donald G. Prisk (SEAL)  
Donald G. Prisk (the second party)

Kenneth B. Prisk (SEAL)  
Kenneth B. Prisk (the third party)

CHRIS A. PENTZ  
Attorney at Law  
207 East Market Street  
P. O. Box 552  
CLEARFIELD PENNSYLVANIA 16830

Telephone  
814 765-4000

FAX  
814 765-8142

July 23, 2004

Attorney John Sughrue  
23 North Second Street  
Clearfield PA 16830  
**HAND DELIVER**

RECEIVED  
JUL 26 2004  
BY:.....

In Re: Prisk Dairy Farms

Dear Attorney Sughrue:

Please be advised that I have been retained by Mr. Kenneth B. Prisk in reference to the above matter. My client has authorized me to present the following Counter-proposal to your letter of June 14, 2004 to my client. My client has authorized the following Counter-proposal. My client, in return for waiving any claims he may have in the partnership assets pursuant to the Partnership Agreement of October 1, 1972, would receive the following:

A. Watts property (both upper and lower) including the gas and mineral rights. (My client would agree to a continuation of the present lease until its expiration.)

B. One/third of the machinery as previously agreed by the partners.

C. My client would pay one/third of the outstanding debt with Clearfield Bank & Trust Company, approximately \$35,000.00, and with the USDA, approximately \$24,000.00. My client's basis would be re-established pursuant to Paragraph 4 of the Partnership Agreement in the amount of \$80,000.00.

D. My client would receive one/third of the profit from the timbering activities which are occurring on the Watts property.

EXHIBIT 6



Attorney Sughrue  
July 23, 2004  
Page Two

E. Timbering on the Watts property would cease immediately.

I am also providing you with the sixty (60) day written Notice of Intention of my client to withdraw pursuant to Paragraph 8 of the Partnership Agreement. Please advise if you are not authorized to accept the Notice of Intention to Withdraw on behalf of your clients.

Sincerely,

CAP/jms

cc: Mr. Kenneth B. Prisk

---

Chris A. Pentz  
I. D. # 39232  
207 East Market Street  
Clearfield PA 16830  
814 765-4000

**JOHN SUGHRUE**  
**Attorney at Law**

---

Phone (814) 765-1704

23 North Second Street  
Clearfield, PA 16830

Fax (814) 765-6959

August 6, 2004

VIA HAND DELIVERY ✓

Chris A. Pentz, Esquire  
207 E. Market St.  
Clearfield, PA 16830

RE: Prisk Dairy Farms, a Partnership  
Your client: Kenneth B. Prisk  
My clients: George Prisk & Donald Prisk  
Your client's notice of intention to withdraw from partnership

Dear Mr. Pentz,

This will acknowledge receipt on July 26, 2004 of your letter dated July 23, 2004 with respect to the above referenced matter. That letter contained two items, specifically, a counter proposal and secondly, notice of intention of your client to withdraw from the partnership pursuant to paragraph 8 of the partnership agreement.

With respect to the notice of intention to withdraw, kindly be advised that my clients have authorized me to receive that notice of intention to withdraw on their behalf and this letter will serve to acknowledge receipt of that notice on behalf of George and Don Prisk as of July 26, 2004, the day the letter was hand delivered to my office.

It is my intention to address your counter proposal by separate letter. As I dictate this letter, I have tried to reach you by phone regarding this case and have been advised that you are on vacation. Please call me as soon as you are in a position to do so.

Thank you for your consideration of these matters.

Very truly yours,

John Sughrue

JS/kg

cc: Donald G. Prisk  
George L. Prisk ✓

EXHIBIT 7

Sughrue

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

KENNETH B. PRISK,  
Plaintiff,

No. 04-2002-CD

v.

DONALD G. PRISK and  
GEORGE L. PRISK,  
Defendants.

ORDER

NOW this 15th day of December 2005, following a hearing and the submission of  
briefs relative the Plaintiff's Petition to Allocate Coal Royalties, it is the FINDING and  
ORDER of this Court as follows:

- 1) Plaintiff Kenneth Prisk exercised his right of withdrawal from the partnership  
by his counsel's submission of a letter dated July 23, 2004 noticing his  
withdrawal from the partnership. The withdrawal effectively caused the  
dissolution as permitted under paragraph eight (8) of the Partnership  
Agreement and the Uniform Partnership Act.
- 2) The subsequent decision by a majority of the remaining partners to redirect  
payment of coal royalties from the individual partners and to the benefit of the  
partnership was an objectively reasonable normal business decision.
- 3) The Court hereby DENIES Plaintiff's Petition requesting the allocation of coal  
royalties to the parties in their individual capacities.
- 4) The Court hereby DENIES Defendants' request for taxation of costs and  
reasonable attorney's fees.

BY THE COURT:

/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN  
President Judge

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

DEC 15 2005

Attest:

*[Signature]*  
Prothonotary/  
Clerk of Courts

EXHIBTT 8

RECEIVED  
DEC 16 2005

BY:.....

**JOHN SUGHRUE**  
**Attorney at Law**

Phone (814) 765-1704

23 North Second Street  
Clearfield, PA 16830

Fax (814) 765-6959

October 22, 2004

VIA HAND DELIVERY

Chris A. Pentz, Esquire  
207 E. Market St.  
Clearfield, PA 16830

RE: Prisk Dairy Farms, a partnership  
Financial obligation to Kenneth B. Prisk

Dear Mr. Pentz,

On behalf of George Prisk and Don Prisk, I enclose my trustee check payable to your client, Kenneth B. Prisk, in the amount of \$399.26. This amount represents the first of sixty (60) installments, which he is due as a withdrawing partner, under the Partnership Agreement. The remaining fifty-nine (59) installments plus appropriate interest will be mailed on or about the 26<sup>th</sup> day of each month until the partnership's obligation is satisfied in full.

This amount was computed as follows. Partnership capital valuation was set at \$125,000.00 as explained in my letter of September 27, 2004. As of July 26, 2004, the partnership owed Clearfield Bank & Trust Company \$28,606.89 and the United States Department of Agriculture, \$24,524.59 for a total of \$53,131.48. This partnership debt was deducted from the capital valuation to establish a net capital valuation of \$71,868.52. Your client's share of that amount as a one-third partner is \$23,956.18 and is payable to him over sixty (60) months. One-sixtieth of his share was computed to be \$399.26. I will secure an amortization schedule with interest for the remaining balance and provide it to you.

I understand that you will forward this check to your client. Thank you for giving this matter your attention.

Very truly yours,

John Sughrue

JS/kg  
Enclosure  
cc: Prisk Dairy Farms, a partnership

**EXHIBIT 9**

10/29/04  
D.D. 1/18  
H. C. 1/18  
J.P.

JOHN SUGHRUE, ATTORNEY 10-75  
TRUSTEE ACCOUNT  
23 N. SECOND ST.  
CLEARFIELD, PA 16830

60-629/313  
12144851

8637

DATE October 22, 2004

PAY TO THE  
ORDER OF Kenneth B. Frisk

\$399.26

Three Hundred ninety-nine & 26/100-----DOLLARS



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

Withdrawal Instrmnt. #1

MEMO

D. & G. Frisk

⑆031306294⑆ 1 2 14485 1 8637

A handwritten signature in dark ink, appearing to read "John Sughrue", written over a horizontal line.

SAFETY PAPER  
DELUXE END-STAMP ON

Security Features  
Included  
Details on Back

2003

## Federal Income Tax Summary

Page 1

Client 10845

PRISK DAIRY FARMS

25-6114682

3/25/04

9:44 AM

	2003	2002	Diff
<b>TRADE OR BUSINESS INCCME</b>			
Net farm profit (loss).....	-19,975	-30,015	10,040
Total income (loss).....	-19,975	-30,015	10,040
<b>TRADE OR BUSINESS DEDUCTIONS</b>			
Total deductions.....	0	0	0
<b>SCHEDULE K - INCOME</b>			
Ordinary income (loss).....	-19,975	-30,015	10,040
Net inc. (loss) from rental real estate.....	2,571	3,021	-450
Interest income.....	12	31	-19
Royalty income.....	13,916	11,567	2,349
Net short-term capital gain (loss).....	36,711	125,153	-88,442
<b>SCHEDULE K - DEDUCTIONS</b>			
Charitable contributions.....	0	10	-10
<b>SCHEDULE K - INVESTMENT INTEREST</b>			
Investment income.....	13,928	11,598	2,330
<b>SCHEDULE K - SELF-EMPLOYMENT</b>			
Net earn. (loss) from self-employment....	-19,975	-30,015	10,040
Gross farming or fishing income.....	22,120	20,198	1,922
<b>SCHEDULE K - OTHER</b>			
Distributions of money.....	29,203	40,871	-11,668
<b>SCHEDULE L - BALANCE SHEET</b>			
Beginning Assets.....	176,149	185,842	-9,693
Beginning Liabilities and Capital.....	176,149	185,842	-9,693
Ending Assets.....	170,573	176,149	-5,576
Ending liabilities and Capital.....	170,573	176,149	-5,576

EXHIBIT 10

2003

## Federal Balance Sheet Summary

Page 1

Client 10845

PRISK DAIRY FARMS

25-6114682

3/25/04

9:44 AM

**ENDING ASSETS**

Cash.....		1,844
Buildings and other assets.....	641,821	
Less accumulated depreciation.....	(588,788)	53,033
Land.....		115,696
Total Assets.....		170,573

**ENDING LIABILITIES & CAPITAL**

Long term notes payable.....		57,562
Partners' capital accounts.....		113,011
Total Liabilities and Capital.....		170,573

2003

## Pennsylvania Income Tax Summary

Page 1

Client 10845

PRISK DAIRY FARMS

25-6114682

3/25/04

9:44 AM

	2003	2002	Diff
<b>TOTAL PA. TAXABLE BUS. INCOME/LOSS FM. OPS</b>			
Business income/loss from operations.....	-19,975	-30,025	10,050
<b>OTHER PA PIT INCOME</b>			
Interest.....	12	31	-19
Net gain or (loss) from sales.....	36,711	125,153	-88,442
Net income/loss rents/royalties.....	16,487	14,588	1,899
Total noncommercial income.....	53,210	139,772	-86,562
<b>TOTAL PARTNERSHIP INCOME OR (LOSS)</b>			
Partnership income/(loss) per PA books...	33,235	109,747	-76,512
PA Taxable income/loss.....	33,235	109,747	-76,512
<b>DISTRIBUTIONS</b>			
Dist. of cash, mkt. sec. and prop.....	29,203	40,871	-11,668
<b>TAX DUE ON NONRESIDENT INCOME</b>			
PA tax on nonresident income.....	0	0	0



Form **1065**Department of the Treasury  
Internal Revenue Service**U.S. Return of Partnership Income**For calendar year 2003, or tax year beginning \_\_\_\_\_, 2003, and  
ending \_\_\_\_\_, 20 \_\_\_\_\_.  
▶ See separate instructions.

OMB No. 1545-0049

**2003****A** Principal business activityAgriculture**B** Principal product or serviceCrops**C** Business code number112120Use the  
IRS  
label.  
Other-  
wise,  
print  
or type.PRISK DAIRY FARMS  
248 HOLLOW VIEW ROAD  
CURWENSVILLE, PA 16833**D** Employer identification  
number25-6114682**E** Date business started1/01/1969**F** Total assets (see instrs)\$ 170,573.**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. \_\_\_\_\_ ▶ **3****Caution:** Include *only* trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

		INCOME	
		1a	1c
INCOME	1a Gross receipts or sales		
	b Less returns and allowances		
	2 Cost of goods sold (Schedule A, line 8)		
	3 Gross profit. Subtract line 2 from line 1c		
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach schedule)		
	5 Net farm profit (loss) (attach Schedule F (Form 1040))		-19,975.
	6 Net gain (loss) from Form 4797, Part II, line 18		
	7 Other income (loss) (attach schedule)		
8 Total income (loss). Combine lines 3 through 7		-19,975.	
DEDUCTIONS FOR LIMITATIONS	9 Salaries and wages (other than to partners) (less employment credits)		
	10 Guaranteed payments to partners		
	11 Repairs and maintenance		
	12 Bad debts		
	13 Rent		
	14 Taxes and licenses		
	15 Interest		
	16a Depreciation (if required, attach Form 4562)	16a 6,314.	
	b Less depreciation reported on Schedule A and elsewhere on return	16b 6,314.	16c
	17 Depletion (Do not deduct oil and gas depletion.)		
	18 Retirement plans, etc.		
	19 Employee benefit programs		
	20 Other deductions (attach schedule)		
21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20			
22 Ordinary income (loss) from trade or business activities. Subtract line 21 from line 8		-19,975.	

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.		May the IRS discuss this return with the preparer shown below (see instrs)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Signature of general partner or limited liability company member		
Paid Preparer's Use Only	Preparer's signature	DATE	Preparer's SSN or PTIN
	<u>SAMUEL J. MANEY, CPA</u>	<u>MAR 25 2004</u>	<u>176-60-6544</u>
	Firm's name (or yours if self-employed), address, and ZIP code	Check if self-employed <input checked="" type="checkbox"/> <u>Walter Hopkins &amp; Company, LLP</u> <u>1107 Linden St. Box 910-A</u> <u>Clearfield, PA 16830</u>	EIN <u>25-1065143</u> Phone no. <u>(814) 765-7876</u>

**Schedule A Cost of Goods Sold** (see instructions)

1	Inventory at beginning of year.....	1	
2	Purchases less cost of items withdrawn for personal use.....	2	
3	Cost of labor.....	3	
4	Additional section 263A costs (attach schedule).....	4	
5	Other costs (attach schedule).....	5	
6	<b>Total.</b> Add lines 1 through 5.....	6	
7	Inventory at end of year.....	7	
8	<b>Cost of goods sold.</b> Subtract line 7 from line 6. Enter here and on page 1, line 2.....	8	

9a 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)..... ☐ Yes ☐ Noc Check this box if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)..... ☐ Yes ☐ Nod Do the rules of section 263A (for property produced or acquired for resale) apply to the partnership?..... ☐ Yes ☐ Noe 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?.....		X
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.....		X
4 Is this partnership subject to the consolidated audit procedures of sections 6221 through 6233? If 'Yes,' see Designation of Tax Matters Partner below.....		X
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 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 J on Schedule K-1.....	X	
6 Does this partnership have any foreign partners? If 'Yes,' the partnership may have to file Forms 8804, 8805 and 8813. See instructions.....		X
7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?.....		X
8 Has this partnership filed, or is it required to file, Form 8264, Application for Registration of a Tax Shelter?.....		X
9 At any time during calendar year 2003, 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.....		X
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 instructions.....		X
11 Was there a distribution of property or a transfer (e.g., 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 in the instructions under Elections Made By the Partnership.....		X
12 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return.....	0	

**Designation of Tax Matters Partner** (see instructions)

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

Name of designated TMP ► GEORGE L. PRISK

Identifying number of TMP ► 173-34-4596

Address of designated TMP ► 316 PRISK ROAD  
CURWENSVILLE, PA 16833

**Schedule K-1 Partners' Shares of Income, Credits, Deductions, etc**

(a) Distributive share items		(b) Total amount	
Income (Loss)	1 Ordinary income (loss) from trade or business activities (page 1, line 22) .....	1	-19,975.
	2 Net income (loss) from rental real estate activities (attach Form 8825) .....	2	2,571.
	3a Gross income from other rental activities. .... 3a		
	b Expenses from other rental activities (attach sch). .... 3b		
	c Net income (loss) from other rental activities. Subtract line 3b from line 3a. ....	3c	
	4 Portfolio income (loss) (attach Schedule D (Form 1065) for lines 4d and 4e: .....		
	a Interest income .....	4a	12.
	b Dividends: (1) Qualified dividends ▶ (2) Total ordinary dividends ▶ .....	4b (2)	
	c Royalty income .....	4c	13,916.
	d Net short-term capital gain (loss): (1) post-May 5, 2003. ▶ 19,455. (2) Entire year. ▶ .....	4d (2)	36,711.
	e Net long-term capital gain (loss): (1) post-May 5, 2003. ▶ (2) Entire year. ▶ .....	4e (2)	
f Other portfolio income (loss) (attach schedule) .....	4f		
5 Guaranteed payments to partners .....	5		
6a Net section 1231 gain (loss) (post-May 5, 2003) (attach Form 4797) .....	6a		
b Net section 1231 gain (loss) (entire year) (attach Form 4797) .....	6b		
7 Other income (loss) .....	7		
Deductions	8 Charitable contributions (attach schedule) .....	8	
	9 Section 179 expense deduction (attach Form 4562) .....	9	
	10 Deductions related to portfolio income (itemize) .....	10	
	11 Other deductions .....	11	
Credits	12a Low-income housing credit: (1) From partnerships to which section 42(j)(5) applies. ....	12a (1)	
	(2) Other than on line 12a(1) .....	12a (2)	
	b Qualified rehabilitation expenditures related to rental real estate activities (attach Form 3468) .....	12b	
	c Credits (other than credits shown on lines 12a and 12b) related to rental real estate activities .....	12c	
	d Credits related to other rental activities .....	12d	
13 Other credits .....	13		
Investment Interest	14a Interest expense on investment debts .....	14a	
	b (1) Investment income included on lines 4a, 4b(2), 4c, and 4f above .....	14b (1)	13,928.
	(2) Investment expenses included on line 10 above .....	14b (2)	
Self-Employment	15a Net earnings (loss) from self-employment. ....	15a	-19,975.
	b Gross farming or fishing income. ....	15b	22,120.
	c Gross nonfarm income. ....	15c	
Adjustments and Tax Preference Items	16a Depreciation adjustment on property placed in service after 1986. ....	16a	
	b Adjusted gain or loss .....	16b	
	c Depletion (other than oil and gas) .....	16c	
	d (1) Gross income from oil, gas, and geothermal properties .....	16d (1)	
	(2) Deductions allocable to oil, gas, and geothermal properties. ....	16d (2)	
	e Other adjmnts & tax pref items .....	16e	
Foreign Taxes	17a Name of foreign country or U.S. possession. .... ▶		
	b Gross income from all sources .....	17b	
	c Gross income sourced at partner level .....	17c	
	d Foreign gross income sourced at partnership level: .....		
	(1) Passive ▶ (2) Listed categories (attach sch) ▶ (3) General limitation ▶ .....	17d (3)	
	e Deductions allocated and apportioned at partner level: .....		
	(1) Interest expense ▶ (2) Other. .... ▶ .....	17e (2)	
	f Deductions allocated and apportioned at partnership level to foreign source income: .....		
	(1) Passive ▶ (2) Listed categories (attach sch) ▶ (3) General limitation ▶ .....	17f (3)	
	g Total foreign taxes (check one): ▶ <input type="checkbox"/> Paid <input type="checkbox"/> Accrued .....	17g	
h Reduction in taxes available for credit (attach schedule) .....	17h		
Other	18 Section 59(e)(2) expenditures: a Type ... ▶ b Amount. .... ▶	18b	
	19 Tax-exempt interest income .....	19	
	20 Other tax-exempt income .....	20	
	21 Nondeductible expenses .....	21	
	22 Distributions of money (cash and marketable securities) .....	22	29,203.
	23 Distributions of property other than money .....	23	
	24 Other items and amounts required to be reported separately to partners (attach schedule) .....		

**Analysis of Net Income (Loss)**

1 Net income (loss). Combine Schedule K, lines 1 through 7 in column (b). From the result, subtract the sum of Schedule K, lines 8 through 11, 14a, 17g, and 18b.						1	33,235.
2 Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other	
a General partners		33,235.					
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-1 Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1 Cash			1,106.		1,844.
2a Trade notes and accounts receivable					
b Less allowance for bad debts					
3 Inventories					
4 U.S. government obligations					
5 Tax-exempt securities					
6 Other current assets (attach schedule)					
7 Mortgage and real estate loans					
8 Other investments (attach schedule)					
9a Buildings and other depreciable assets		641,821.		641,821.	
b Less accumulated depreciation		582,474.	59,347.	588,788.	53,033.
10a Depletable assets					
b Less accumulated depletion					
11 Land (net of any amortization)			115,696.		115,696.
12a Intangible assets (amortizable only)					
b Less accumulated amortization					
13 Other assets (attach schedule)					
14 Total assets			176,149.		170,573.
<b>Liabilities and Capital</b>					
15 Accounts payable					
16 Mortgages, notes, bonds payable in less than 1 year					
17 Other current liabilities (attach sch)					
18 All nonrecourse loans					
19 Mortgages, notes, bonds payable in 1 year or more			73,296.		57,562.
20 Other liabilities (attach schedule)					
21 Partners' capital accounts			102,853.		113,011.
22 Total liabilities and capital			176,149.		170,573.

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

1 Net income (loss) per books	33,235.	6 Income recorded on books this year not included on Schedule K, lines 1 through 7 (itemize):	
2 Income included on Schedule K, lines 1 through 4, 6b, and 7, not recorded on books this year (itemize):		a Tax-exempt interest	\$
3 Guaranteed prmts (other than health insurance)		7 Deductions included on Schedule K, lines 1 through 11, 14a, 17g, and 18b, not charged against book income this year (itemize):	
4 Expenses recorded on books this year not included on Schedule K, lines 1 through 11, 14a, 17g, and 18b (itemize):		a Depreciation	\$
a Depreciation	\$	8 Add lines 6 and 7	
b Travel and entertainment	\$	9 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	33,235.
5 Add lines 1 through 4	33,235.		

**Schedule M-2 Analysis of Partners' Capital Accounts**

1 Balance at beginning of year	102,853.	6 Distributions: a Cash	29,203.
2 Capital contributed: a Cash	6,126.	b Property	
b Property		7 Other decreases (itemize):	
3 Net income (loss) per books	33,235.	8 Add lines 6 and 7	29,203.
4 Other increases (itemize):		9 Balance at end of year. Subtract line 8 from line 5	113,011.
5 Add lines 1 through 4	142,214.		

**SCHEDULE F**  
**(Form 1040)**

Department of the Treasury  
Internal Revenue Service (99)

**Profit or Loss From Farming**

▶ Attach to Form 1040, Form 1041, Form 1065, or Form 1065-B.  
▶ See Instructions for Schedule F (Form 1040).

OMB No. 1545-0074

**2003**

**14**

Name of proprietor

**PRISK DAIRY FARMS**

Social security number (SSN)

**A** Principal product. Describe in one or two words your principal crop or activity for the current tax year.

**Crops**

**B** Enter code from Part IV

▶ **111100**

**D** Employer ID number (EIN), if any

**25-6114682**

**C** Accounting method: (1) ☒ Cash (2) ☐ Accrual

**E** Did you 'materially participate' in the operation of this business during 2003? If 'No,' see instructions for limit on passive losses. ☒ Yes ☐ No

**Part I Farm Income — Cash Method. Complete Parts I and II (Accrual method taxpayers complete Parts II & III, & line 11 of Part I.) Do not include sales of livestock held for draft, breeding, sport, or dairy purposes; report these sales on Form 4797.**

1	Sales of livestock and other items you bought for resale	1		
2	Cost or other basis of livestock and other items reported on line 1	2	125.	
3	Subtract line 2 from line 1	3		-125.
4	Sales of livestock, produce, grains, and other products you raised	4		16,988.
5a	Total cooperative distributions (Form(s) 1099-PATR)	5a		5b Taxable amount
6a	Agricultural program payments (see instructions)	6a	4,857.	6b Taxable amount
7	Commodity Credit Corporation (CCC) loans (see instructions):			
a	CCC loans reported under election	7a		
b	CCC loans forfeited	7b		7c Taxable amount
8	Crop insurance proceeds and certain disaster payments (see instructions):			
a	Amount received in 2003	8a		8b Taxable amount
c	If election to defer to 2004 is attached, check here. <input type="checkbox"/>			8d Amount deferred from 2002
9	Custom hire (machine work) income	9		
10	Other income, including Federal and state gasoline or fuel tax credit or refund (see instructions)	10		400.
11	<b>Gross income.</b> Add amounts in the right column for lines 3 through 10. If accrual method taxpayer, enter the amount from page 2, line 51	11		22,120.

**Part II Farm Expenses — Cash and Accrual Method. Do not include personal or living expenses such as taxes, insurance, repairs, etc, on your home.**

12	Car and truck expenses (see instructions — also attach Form 4562)	12	2,171.	25	Pension and profit-sharing plans	25	
13	Chemicals	13	16.	26	Rent or lease (see instructions):		
14	Conservation expenses (see instructions)	14		a	Vehicles, machinery, and equipment	26a	52.
15	Custom hire (machine work)	15		b	Other (land, animals, etc)	26b	
16	Depreciation and section 179 expense deduction not claimed elsewhere (see instructions)	16	6,314.	27	Repairs and maintenance	27	2,123.
17	Employee benefit programs other than on line 25	17		28	Seeds and plants purchased	28	911.
18	Feed purchased	18	6,549.	29	Storage and warehousing	29	
19	Fertilizers and lime	19		30	Supplies purchased	30	1,171.
20	Freight and trucking	20	40.	31	Taxes	31	4,423.
21	Gasoline, fuel, and oil	21	4,285.	32	Utilities	32	3,780.
22	Insurance (other than health)	22	4,390.	33	Veterinary, breeding, and medicine	33	26.
23	Interest:			34	Other expenses (specify):		
a	Mortgage (paid to banks, etc)	23a	4,251.	a	Office expense	34a	142.
b	Other	23b	58.	b	Professional fees	34b	1,393.
24	Labor hired (less employment credits)	24		c		34c	
35	<b>Total expenses.</b> Add lines 12 through 34f	35		d		34d	
36	<b>Net farm profit or (loss).</b> Subtract line 35 from line 11. If a profit, enter on Form 1040, line 18, and also on Schedule SE, line 1. If a loss, you must go on to line 37 (estates, trusts, and partnerships, see instructions)	36		e		34e	
37	If you have a loss, you must check the box that describes your investment in this activity (see instructions).			f		34f	
	• If you checked 37a, enter the loss on Form 1040, line 18, and also on Schedule SE, line 1.						
	• If you checked 37b, you must attach Form 6198.						

37a ☐ All investment is at risk.  
37b ☐ Some investment is not at risk.

Form **8825****Rental Real Estate Income and Expenses of a  
Partnership or an S Corporation**

OMB No. 1545-1166

**2003**Department of the Treasury  
Internal Revenue Service

▶ See instructions.

▶ Attach to Form 1065, Form 1065-B, or Form 1120S.

Name **PRISK DAIRY FARMS** Employer identification number **25-6114682**

1 Show the kind and location of each property. See page 2 for additional properties.

A Redden Property  
R.D. Curwensville

B

C

D

Rental Real Estate Income		Properties			
		A	B	C	D
2	Gross rents	2	3,516.		
	<b>Rental Real Estate Expenses</b>				
3	Advertising	3			
4	Auto and travel	4			
5	Cleaning and maintenance	5			
6	Commissions	6			
7	Insurance	7			
8	Legal and other professional fees	8			
9	Interest	9			
10	Repairs	10			
11	Taxes	11			
12	Utilities	12	945.		
13	Wages and salaries	13			
14	Depreciation (see instructions)	14			
15	Other (list) ▶	15			
16	Total expenses for each property. Add lines 3 through 15	16	945.		
17	Total gross rents. Add gross rents from line 2, columns A through H	17			3,516.
18	Total expenses. Add total expenses from line 16, columns A through H	18			-945.
19	Net gain (loss) from Form 4797, Part II, line 18, from the disposition of property from rental real estate activities	19			
20 a	Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)	20 a			
b	Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed:				
	(1) Name		(2) Employer identification number		
21	Net income (loss) from rental real estate activities. Combine lines 17 through 20a. Enter the result here and on:	21			2,571.
	• Form 1065 or 1120S: Schedule K, line 2, or				
	• Form 1065-B: Part I, line 4				

BAA For Paperwork Reduction Act Notice, see the separate instructions.

Form 8825 (2003)

**Schedule D**  
**(Form 1065)**

Department of the Treasury  
Internal Revenue Service

**Capital Gains and Losses**

► Attach to Form 1065.

OMB No. 1545-0099

**2003**

Name of partnership

PRISK DAIRY FARMS

Employer identification number

25-6114682

**Part I Short-Term Capital Gains and Losses — Assets Held 1 Year or Less**

(a) Description of property (e.g., 100 shares of 'Z' Co)	(b) Date acquired (month, day, year)	(c) Date sold (month, day, year)	(d) Sales price (see instructions)	(e) Cost or other basis (see instructions)	(f) Gain or (loss) for the entire year Subtract (e) from (d)	(g) Post-May 5, 2003, gain or (loss) (See below)
1 Timber	1/01/03	5/05/03	17,511.	255.	17,256.	
Timber	1/01/03	12/31/03	22,305.	2,850.	19,455.	19,455.
2 Short-term capital gain from installment sales from Form 6252, line 26 or 37.....					2	
3 Short-term capital gain (loss) from like-kind exchanges from Form 8824.....					3	
4 Partnership's share of net short-term capital gain (loss), including specially allocated short-term capital gains (losses), from other partnerships, estates, and trusts.....					4	
5a Combine lines 1 through 4 in column (g). Enter here and on Form 1065, Schedule K, line 4d(1).....					5a	19,455.
5b Net short-term capital gain or (loss). Combine lines 1 through 4 in column (f). Enter here and on Form 1065, Schedule K, line 4d(2) or 7.....					5b	36,711.

**Part II Long-Term Capital Gains and Losses — Assets Held More Than 1 Year**

(a) Description of property (e.g., 100 shares of 'Z' Co)	(b) Date acquired (month, day, year)	(c) Date sold (month, day, year)	(d) Sales price (see instructions)	(e) Cost or other basis (see instructions)	(f) Gain or (loss) for the entire year Subtract (e) from (d)	(g) Post-May 5, 2003, gain or (loss) (See below)
6						
7 Long-term capital gain from installment sales from Form 6252, line 26 or 37.....					7	
8 Long-term capital gain (loss) from like-kind exchanges from Form 8824.....					8	
9 Partnership's share of net long-term capital gain (loss), including specially allocated long-term capital gains (losses), from other partnerships, estates, and trusts.....					9	
10 Capital gain distributions.....					10	
11 Combine lines 6 through 10 in column (g). Enter here and on Form 1065, Schedule K, line 4e(1) or 7.....					11	
12 Net long-term capital gain or (loss). Combine lines 6 through 10 in column (f). Enter here and on Form 1065, Schedule K, line 4e(2) or 7.....					12	

**\*Note:** Include in column (g) all gains and losses from column (f) from sales, exchanges, or conversions (including installment payments received) after May 5, 2003. However, do not include gain attributable to unrecaptured section 1250 gain, a 'collectibles gain or loss' (as defined in the instructions) or the eligible gain on qualified small business stock (see instructions).

BAA For Paperwork Reduction Act Notice, see instructions for Form 1065.

Schedule D (Form 1065) 2003

**Schedule K-1**  
(Form 1065)

**Partner's Share of Income, Credits, Deductions, etc**

OMB No. 1545-0099

**2003**

Department of the Treasury  
Internal Revenue Service

For calendar year 2003 or tax year

beginning

, 2003, and ending

, 20

**Partner's identifying number** ▶ 173-34-4596

**Partnership's identifying number** ▶ 25-6114682

Partner's name, address, and ZIP code

GEORGE L. PRISK  
316 PRISK ROAD  
CURWENSVILLE, PA 16833

Partnership's name, address, and ZIP code

PRISK DAIRY FARMS  
248 HOLLOW VIEW ROAD  
CURWENSVILLE, PA 16833

A This partner is a ☒ general partner ☐ limited partner  
☐ limited liability company member

B What type of entity is this partner? ▶ **Individual**

C Is this partner a ☒ domestic or a ☐ foreign partner?

D Enter partner's % of: (i) Before change or termination (ii) End of year

Profit sharing	..... %	33.333334 %
Loss sharing	..... %	33.333334 %
Ownership of capital	..... %	47.66 %

E IRS Center where partnership filed return: Cincinnati, OH

F Partner's share of liabilities (see instructions):

Nonrecourse	..... \$	-----
Qualified nonrecourse financing	..... \$	-----
Other	..... \$	19,187.

G Tax shelter registration number ▶

H Check here if this partnership is a publicly traded partnership as defined in section 469(k)(2). ☐

I Check applicable boxes: (1) ☐ Final K-1 (2) ☐ Amended K-1

**J Analysis of partner's capital account:**

(a) Capital account at beginning of year	(b) Capital contributed during year	(c) Partner's share of lines 3, 4, and 7, Form 1065, Schedule M-2	(d) Withdrawals and distributions	(e) Capital account at end of year (combine columns (a) through (d))
67,280.		11,077.	( 13,335.)	65,022.

(a) Distributive share item		(b) Amount	(c) 1040 filers enter the amount in column (b) on:
Income (Loss)	1 Ordinary income (loss) from trade or business activities	1 -6,659.	See Partner's Instructions for Schedule K-1 (Form 1065).
	2 Net income (loss) from rental real estate activities	2 857.	
	3 Net income (loss) from other rental activities	3	
	4 Portfolio income (loss):		Form 1040, line 8a Form 1040, line 9b Form 1040, line 9a Schedule E, Part I, line 4 Schedule D, line 5, column (g) Schedule D, line 5, column (f) Schedule D, line 12, column (g) Schedule D, line 12, column (f)
	a Interest income	4a 4.	
	b (1) Qualified dividends	4b(1)	
	(2) Total ordinary dividends	4b(2)	
	c Royalty income	4c 4,638.	
	d (1) Net short-term capital gain (loss) (post-May 5, 2003)	4d(1) 6,485.	
	(2) Net short-term capital gain (loss) (entire year)	4d(2) 12,237.	
	e (1) Net long-term capital gain (loss) (post-May 5, 2003)	4e(1)	
	(2) Net long-term capital gain (loss) (entire year)	4e(2)	
	f Other portfolio income (loss) (attach schedule)	4f	
	5 Guaranteed payments to partner	5	See Partner's Instructions for Schedule K-1 (Form 1065).
	6a Net section 1231 gain (loss) (post-May 5, 2003)	6a	
	b Net section 1231 gain (loss) (entire year)	6b	
Deductions	7 Other income (loss) (attach schedule)	7	Schedule A, line 15 or 16
	8 Charitable contributions (see instructions) (attach schedule)	8	
	9 Section 179 expense deduction	9	
	10 Deductions related to portfolio income (attach schedule)	10	
Credits	11 Other deductions (attach schedule)	11	See Partner's Instructions for Schedule K-1 (Form 1065).
	12a Low-income housing credit:		
	(1) From section 42(j)(5) partnerships	12a(1)	
	(2) Other than on line 12a(1)	12a(2)	
	b Qualified rehabilitation expenditures related to rental real estate activities	12b	
	c Credits (other than credits shown on lines 12a and 12b) related to rental real estate activities	12c	
	d Credits related to other rental activities	12d	
	13 Other credits	13	



(a) Distributive share item		(b) Amount	(c) 1040 filers enter the amount in column (c) on:
Investment Interest	14a Interest expense on investment debts	14a	Form 4952, line 1
	b (1) Investment income included on lines 4a, 4b(2), 4c, and 4f	14b(1) 4,642.	See Partner's Instructions for Schedule K-1 (Form 1065).
	(2) Investment expenses included on line 10	14b(2)	
Self-employment	15a Net earnings (loss) from self-employment	15a -6,659.	Schedule SE, Section A or B
	b Gross farming or fishing income	15b 7,374.	See Partner's Instructions for Schedule K-1 (Form 1065).
	c Gross nonfarm income	15c	
Adjustments and Tax Preference Items	16a Depreciation adjustment on property placed in service after 1986	16a	See Partner's Instructions for Schedule K-1 (Form 1065) and Instructions for Form 6251.
	b Adjusted gain or loss	16b	
	c Depletion (other than oil and gas)	16c	
	d (1) Gross income from oil, gas, and geothermal properties	16d(1)	
	(2) Deductions allocable to oil, gas, and geothermal properties	16d(2)	
	e Other adjustments and tax preference items (attach sch)	16e	
Foreign Taxes	17a Name of foreign country or U.S. possession	17a	Form 1116, Part I
	b Gross income from all sources	17b	
	c Gross income sourced at partner level	17c	
	d Foreign gross income sourced at partnership level:		
	(1) Passive	17d(1)	
	(2) Listed categories (attach schedule)	17d(2)	
	(3) General limitation	17d(3)	
	e Deductions allocated and apportioned at partner level:		
	(1) Interest expense	17e(1)	
	(2) Other	17e(2)	
	f Deductions allocated and apportioned at partnership level to foreign source income:		
	(1) Passive	17f(1)	
	(2) Listed categories (attach schedule)	17f(2)	
(3) General limitation	17f(3)		
g Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	17g	Form 1116, Part II	
h Reduction in taxes available for credit (attach schedule)	17h	Form 1116, line 12.	
Other	18a Section 59(e)(2) expenditures: a Type	18a	See Partner's Instructions for Schedule K-1 (Form 1065).
	b Amount	18b	
	19 Tax-exempt interest income	19	Form 1040, line 8b
	20 Other tax-exempt income	20	See Partner's Instructions for Schedule K-1 (Form 1065).
	21 Nondeductible expenses	21	
	22 Distributions of money (cash and marketable securities)	22 13,335.	
	23 Distributions of property other than money	23	Form 8611, line 8
	24 Recapture of low-income housing credit:		
a From section 42(j)(5) partnerships	24a		
b Other than on line 24a	24b		

25 Supplemental information required to be reported separately to each partner (attach additional schedules if more space is needed):

**Line 2**  
**Rental Real Estate Activities**

Property Description	Gross Income	Net Expenses	Net Income	Passive Nonpass	Sec. 1231 Total
Redden Property	1,172.	315.	\$ 857.	Passive	
		Total	\$ 857.		

**Schedule K-1**  
**(Form 1065)**

Department of the Treasury  
Internal Revenue Service

**Partner's Share of Income, Credits, Deductions, etc**

For calendar year 2003 or tax year

OMB No. 1545-0099

**2003**

beginning

, 2003, and ending

, 20

Partner's identifying number ▶ 166-40-0266

Partnership's identifying number ▶ 25-6114682

Partner's name, address, and ZIP code

Partnership's name, address, and ZIP code

KENNETH B. PRISK  
R.D. 2 BOX 278  
CURWENSVILLE, PA 16833

PRISK DAIRY FARMS  
248 HOLLOW VIEW ROAD  
CURWENSVILLE, PA 16833

A This partner is a ☒ general partner ☐ limited partner  
☐ limited liability company member

B What type of entity is this partner? ▶ Individual

C Is this partner a ☒ domestic or a ☐ foreign partner?

D Enter partner's % of: (i) Before change or termination (ii) End of year

Profit sharing	33.333333 %
Loss sharing	33.333333 %
Ownership of capital	

E IRS Center where partnership filed return: Cincinnati, OH

F Partner's share of liabilities (see instructions):

Nonrecourse	\$
Qualified nonrecourse financing	\$
Other	\$ 19,188.

G Tax shelter registration number ▶

H Check here if this partnership is a publicly traded partnership as defined in section 469(k)(2) ☐

I Check applicable boxes: (1) ☐ Final K-1 (2) ☐ Amended K-1

**J Analysis of partner's capital account:**

(a) Capital account at beginning of year	(b) Capital contributed during year	(c) Partner's share of lines 3, 4, and 7, Form 1065, Schedule M-2	(d) Withdrawals and distributions	(e) Capital account at end of year (combine columns (a) through (d))
-32,862.		11,079.	( 1,644.)	-23,427.

(a) Distributive share item		(b) Amount	(c) 1040 filers enter the amount in column (b) on:
Income (Loss)	1 Ordinary income (loss) from trade or business activities	1 -6,658.	See Partner's Instructions for Schedule K-1 (Form 1065).
	2 Net income (loss) from rental real estate activities See Line 25	2 857.	
	3 Net income (loss) from other rental activities	3	
	4 Portfolio income (loss):	4a 4.	Form 1040, line 8a
	a Interest income	4b(1)	Form 1040, line 9b
	b (1) Qualified dividends	4b(2)	Form 1040, line 9a
	(2) Total ordinary dividends	4c 4,639.	Schedule E, Part I, line 4
	c Royalty income	4d(1) 6,485.	Schedule D, line 5, column (g)
	d (1) Net short-term capital gain (loss) (post-May 5, 2003)	4d(2) 12,237.	Schedule D, line 5, column (f)
	(2) Net short-term capital gain (loss) (entire year)	4e(1)	Schedule D, line 12, column (g)
	e (1) Net long-term capital gain (loss) (post-May 5, 2003)	4e(2)	Schedule D, line 12, column (f)
	(2) Net long-term capital gain (loss) (entire year)	4f	
	f Other portfolio income (loss) (attach schedule)	5	See Partner's Instructions for Schedule K-1 (Form 1065).
Deductions	5 Guaranteed payments to partner	6a	
	6a Net section 1231 gain (loss) (post-May 5, 2003)	6b	
	b Net section 1231 gain (loss) (entire year)	7	
	7 Other income (loss) (attach schedule)	8	Schedule A, line 15 or 16
	8 Charitable contributions (see instructions) (attach schedule)	9	
Credits	9 Section 179 expense deduction	10	See Partner's Instructions for Schedule K-1 (Form 1065).
	10 Deductions related to portfolio income (attach schedule)	11	
	11 Other deductions (attach schedule)	12a(1)	Form 8586, line 5
	12a Low-income housing credit:	12a(2)	
	(1) From section 42(j)(5) partnerships	12b	See Partner's Instructions for Schedule K-1 (Form 1065).
	(2) Other than on line 12a(1)	12c	
	b Qualified rehabilitation expenditures related to rental real estate activities	12d	
	c Credits (other than credits shown on lines 12a and 12b) related to rental real estate activities	13	
	d Credits related to other rental activities		
	13 Other credits		

(a) Distributive share item		(b) Amount	(c) 1040 filers enter the amount in column (c) on:			
Investment Interest	14a Interest expense on investment debts	14a	Form 4952, line 1			
	b (1) Investment income included on lines 4a, 4b(2), 4c, and 4f	14b(1) 4,643.	See Partner's Instructions for Schedule K-1 (Form 1065).			
	(2) Investment expenses included on line 10	14b(2)				
Self-employment	15a Net earnings (loss) from self-employment	15a -6,658.	Schedule SE, Section A or B			
	b Gross farming or fishing income	15b 7,373.	See Partner's Instructions for Schedule K-1 (Form 1065).			
	c Gross nonfarm income	15c				
Adjustments and Tax Preference Items	16a Depreciation adjustment on property placed in service after 1986	16a	See Partner's Instructions for Schedule K-1 (Form 1065) and Instructions for Form 6251.			
	b Adjusted gain or loss	16b				
	c Depletion (other than oil and gas)	16c				
	d (1) Gross income from oil, gas, and geothermal properties	16d(1)				
	(2) Deductions allocable to oil, gas, and geothermal properties	16d(2)				
	e Other adjustments and tax preference items (attach sch)	16e				
Foreign Taxes	17a Name of foreign country or U.S. possession	17a	Form 1116, Part I			
	b Gross income from all sources	17b				
	c Gross income sourced at partner level	17c				
	d Foreign gross income sourced at partnership level:					
	(1) Passive	17d(1)				
	(2) Listed categories (attach schedule)	17d(2)				
	(3) General limitation	17d(3)				
	e Deductions allocated and apportioned at partner level:					
	(1) Interest expense	17e(1)				
	(2) Other	17e(2)				
	f Deductions allocated and apportioned at partnership level to foreign source income:					
	(1) Passive	17f(1)				
	(2) Listed categories (attach schedule)	17f(2)				
(3) General limitation	17f(3)					
g Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	17g	Form 1116, Part II				
h Reduction in taxes available for credit (attach schedule)	17h	Form 1116, line 12.				
Other	18a Section 59(e)(2) expenditures: a Type	18a	See Partner's Instructions for Schedule K-1 (Form 1065).			
	b Amount	18b				
	19 Tax-exempt interest income	19	Form 1040, line 8b			
	20 Other tax-exempt income	20	See Partner's Instructions for Schedule K-1 (Form 1065).			
	21 Nondeductible expenses	21				
	22 Distributions of money (cash and marketable securities)	22 1,644.				
	23 Distributions of property other than money	23	Form 8611, line 8			
	24 Recapture of low-income housing credit:					
a From section 42(j)(5) partnerships	24a					
b Other than on line 24a	24b					
Supplemental Information	25 Supplemental information required to be reported separately to each partner (attach additional schedules if more space is needed):					
	<b>Line 2</b>					
	<b>Rental Real Estate Activities</b>					
	Property Description	Gross Income	Net Expenses	Net Income	Passive Nonpass	Sec. 1231 Total
	Redden Property	1,172.	315.	\$ 857.	Passive	
			Total	\$ 857.		

**Schedule K-1**  
(Form 1065)

**Partner's Share of Income, Credits, Deductions, etc**

OMB No. 1545-0099

**2003**

Department of the Treasury  
Internal Revenue Service

For calendar year 2003 or tax year  
beginning , 2003, and ending , 20

Partner's identifying number ▶ 173-34-4595

Partnership's identifying number ▶ 25-6114682

Partner's name, address, and ZIP code

DONALD G. PRISK  
212 HOLLOW VIEW ROAD  
CURWENSVILLE, PA 16833

Partnership's name, address, and ZIP code

PRISK DAIRY FARMS  
248 HOLLOW VIEW ROAD  
CURWENSVILLE, PA 16833

A This partner is a ☒ general partner ☐ limited partner  
☐ limited liability company member

B What type of entity is this partner? ▶ Individual

C Is this partner a ☒ domestic or a ☐ foreign partner?

D Enter partner's % of: (i) Before change or termination (ii) End of year

Profit sharing	..... %	33.333333 %
Loss sharing	..... %	33.333333 %
Ownership of capital	..... %	52.34 %

E IRS Center where partnership filed return: Cincinnati, OH

F Partner's share of liabilities (see instructions):

Nonrecourse..... \$ \_\_\_\_\_  
Qualified nonrecourse financing..... \$ \_\_\_\_\_  
Other..... \$ 19,187.

G Tax shelter registration number ▶ \_\_\_\_\_

H Check here if this partnership is a publicly traded partnership as defined in section 469(k)(2)..... ☐

I Check applicable boxes: (1) ☐ Final K-1 (2) ☐ Amended K-1

**J Analysis of partner's capital account:**

(a) Capital account at beginning of year	(b) Capital contributed during year	(c) Partner's share of lines 3, 4, and 7, Form 1065, Schedule M-2	(d) Withdrawals and distributions	(e) Capital account at end of year (combine columns (a) through (d))
68,435.	6,126.	11,079.	( 14,224. )	71,416.

**(a) Distributive share item**

**(b) Amount**

**(c) 1040 filers enter the amount in column (b) on:**

Income (Loss)	1 Ordinary income (loss) from trade or business activities.....	1	-6,658.	See Partner's Instructions for Schedule K-1 (Form 1065).
	2 Net income (loss) from rental real estate activities..... See Line 25	2	857.	
	3 Net income (loss) from other rental activities.....	3		
	4 Portfolio income (loss):			
	a Interest income.....	4a	4.	Form 1040, line 8a
	b (1) Qualified dividends.....	4b(1)		Form 1040, line 9b
	(2) Total ordinary dividends.....	4b(2)		Form 1040, line 9a
	c Royalty income.....	4c	4,639.	Schedule E, Part I, line 4
	d (1) Net short-term capital gain (loss) (post-May 5, 2003).....	4d(1)	6,485.	Schedule D, line 5, column (g)
	(2) Net short-term capital gain (loss) (entire year).....	4d(2)	12,237.	Schedule D, line 5, column (f)
	e (1) Net long-term capital gain (loss) (post-May 5, 2003).....	4e(1)		Schedule D, line 12, column (g)
	(2) Net long-term capital gain (loss) (entire year).....	4e(2)		Schedule D, line 12, column (f)
	f Other portfolio income (loss) (attach schedule).....	4f		
Deductions	5 Guaranteed payments to partner.....	5		See Partner's Instructions for Schedule K-1 (Form 1065).
	6a Net section 1231 gain (loss) (post-May 5, 2003).....	6a		
	b Net section 1231 gain (loss) (entire year).....	6b		
	7 Other income (loss) (attach schedule).....	7		
	8 Charitable contributions (see instructions) (attach schedule).....	8		Schedule A, line 15 or 16
Credits	9 Section 179 expense deduction.....	9		See Partner's Instructions for Schedule K-1 (Form 1065).
	10 Deductions related to portfolio income (attach schedule).....	10		
	11 Other deductions (attach schedule).....	11		
	12a Low-income housing credit:			
	(1) From section 42(j)(5) partnerships.....	12a(1)		Form 8586, line 5
	(2) Other than on line 12a(1).....	12a(2)		
	b Qualified rehabilitation expenditures related to rental real estate activities.....	12b		See Partner's Instructions for Schedule K-1 (Form 1065).
	c Credits (other than credits shown on lines 12a and 12b) related to rental real estate activities.....	12c		
	d Credits related to other rental activities.....	12d		
	13 Other credits.....	13		

(a) Distributive share item		(b) Amount	(c) 1040 filers enter the amount in column (b) on:
Investment Interest	14a Interest expense on investment debts	14a	Form 4952, line 1
	b (1) Investment income included on lines 4a, 4b(2), 4c, and 4f	14b(1) 4,643.	See Partner's Instructions for Schedule K-1 (Form 1065).
	(2) Investment expenses included on line 10	14b(2)	
Self-employment	15a Net earnings (loss) from self-employment	15a -6,658.	Schedule SE, Section A or B
	b Gross farming or fishing income	15b 7,373.	See Partner's Instructions for Schedule K-1 (Form 1065).
	c Gross nonfarm income	15c	
Adjustments and Tax Preference Items	16a Depreciation adjustment on property placed in service after 1986	16a	See Partner's Instructions for Schedule K-1 (Form 1065) and Instructions for Form 6251.
	b Adjusted gain or loss	16b	
	c Depletion (other than oil and gas)	16c	
	d (1) Gross income from oil, gas, and geothermal properties	16d(1)	
	(2) Deductions allocable to oil, gas, and geothermal properties	16d(2)	
	e Other adjustments and tax preference items (attach sch.)	16e	
Foreign Taxes	17a Name of foreign country or U.S. possession		Form 1116, Part I
	b Gross income from all sources	17b	
	c Gross income sourced at partner level	17c	
	d Foreign gross income sourced at partnership level:		
	(1) Passive	17d(1)	
	(2) Listed categories (attach schedule)	17d(2)	
	(3) General limitation	17d(3)	
	e Deductions allocated and apportioned at partner level:		
	(1) Interest expense	17e(1)	
	(2) Other	17e(2)	
	f Deductions allocated and apportioned at partnership level to foreign source income:		
	(1) Passive	17f(1)	
(2) Listed categories (attach schedule)	17f(2)		
(3) General limitation	17f(3)		
g Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	17g	Form 1116, Part II	
h Reduction in taxes available for credit (attach schedule)	17h	Form 1116, line 12.	
Other	18a Section 59(e)(2) expenditures: a Type	18a	See Partner's Instructions for Schedule K-1 (Form 1065).
	b Amount	18b	
	19 Tax-exempt interest income	19	Form 1040, line 8b
	20 Other tax-exempt income	20	See Partner's Instructions for Schedule K-1 (Form 1065).
	21 Nondeductible expenses	21	
	22 Distributions of money (cash and marketable securities)	22 14,224.	
	23 Distributions of property other than money	23	Form 8611, line E
	24 Recapture of low-income housing credit:		
a From section 42(j)(5) partnerships	24a		
b Other than on line 24a	24b		

25 Supplemental information required to be reported separately to each partner (attach additional schedules if more space is needed):

## Line 2

## Rental Real Estate Activities

Property Description	Gross Income	Net Expenses	Net Income	Passive Nonpass	Sec. 1231 Total
Redden Property	1,172.	315.	\$ 857.	Passive	
		Total	\$ 857.		

Form 4562

# Depreciation and Amortization (Including Information on Listed Property)

OMB No. 1545-0172

2003

67

Department of the Treasury  
Internal Revenue Service

Name(s) shown on return

PRISK DAIRY FARMS

Identifying number

25-6114682

Business or activity to which this form relates

Form 1065, Schedule F - Crops

**Part I Election To Expense Certain Property Under Section 179**

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See instructions for a higher limit for certain businesses .....	1	\$100,000.
2	Total cost of section 179 property placed in service (see instructions) .....	2	
3	Threshold cost of section 179 property before reduction in limitation .....	3	\$400,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0- .....	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions .....	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29 .....	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7 .....	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8 .....	9	
10	Carryover of disallowed deduction from line 13 of your 2002 Form 4562 .....	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instrs) ..	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11 .....	12	
13	Carryover of disallowed deduction to 2004. Add lines 9 and 10, less line 12 .....	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions) .....	14	
15	Property subject to section 168(f)(1) election (see instructions) .....	15	
16	Other depreciation (including ACRS) (see instructions) .....	16	2,874.

**Part III MACRS Depreciation (Do not include listed property.) (See instructions)****Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2003 .....	17	3,040.
18	If you are electing under section 168(i)(4) to group any assets placed in service during the tax year into one or more general asset accounts, check here .....		

**Section B - Assets Placed in Service During 2003 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property .....						
b 5-year property .....						
c 7-year property .....						
d 10-year property .....						
e 15-year property .....						
f 20-year property .....						
g 25-year property .....			25 yrs		S/L	
h Residential rental property .....			27.5 yrs	MM	S/L	
i Nonresidential real property .....			27.5 yrs	MM	S/L	
			39 yrs	MM	S/L	
				MM	S/L	

**Section C - Assets Placed in Service During 2003 Tax Year Using the Alternative Depreciation System**

20a Class life .....					S/L	
b 12-year .....			12 yrs		S/L	
c 40-year .....			40 yrs	MM	S/L	

**Part IV Summary (see instructions)**

21	Listed property. Enter amount from line 28 .....	21	400.
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate line of your return. Partnerships and S corporations - see instructions .....	22	6,314.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs .....	23	

**Part V Listed Property** (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)

**Note:** For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

**Section A – Depreciation and Other Information** (Caution: See instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? ☒ Yes ☐ No 24b If 'Yes,' is the evidence written? ☒ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost
---	-------------------------------	---	----------------------------	--	------------------------	--------------------------	-------------------------------	---------------------------------

25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)..... 25

26 Property used more than 50% in a qualified business use (see instructions):

1989 Dodge W	5/12/89	75.00	18,200.	13,650.	5.0			
1989 Ford F3	6/15/89	75.00	21,851.	16,388.	5.0			
1991 Mercury	1/01/99	100.0	2,000.	2,000.	5.0	S/L	400.	

27 Property used 50% or less in a qualified business use (see instructions):

1992 Ford Ex	6/24/92	30.00	25,252.	7,576.	5.0			
1992 Crown V	3/21/94	30.00	15,770.	4,731.	5.0			

28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1..... 28 400.

29 Add amounts in column (i), line 26. Enter here and on line 7, page 1..... 29 0.

**Section B – Information on Use of Vehicles**

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

to your employees, first answer the questions in Section C to see if you meet an exception.													
		(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30	Total business/investment miles driven during the year (do not include commuting miles – see instructions).....												
31	Total commuting miles driven during the year.....												
32	Total other personal (noncommuting) miles driven.....												
33	Total miles driven during the year. Add lines 30 through 32.....												
		Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34	Was the vehicle available for personal use during off-duty hours?.....												
35	Was the vehicle used primarily by a more than 5% owner or related person?.....												
36	Is another vehicle available for personal use?.....												

**Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees**

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?.....		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See instructions for vehicles used by corporate officers, directors, or 1% or more owners.....		
39 Do you treat all use of vehicles by employees as personal use?.....		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?.....		
41 Do you meet the requirements concerning qualified automobile demonstration use? (see instructions).....		

**Note:** If your answer to 37, 38, 39, 40, or 41 is 'Yes,' do not complete Section B for the covered vehicles.

**Part VI Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
-----------------------------	---------------------------------	---------------------------	---------------------	--	-----------------------------------

42 Amortization of costs that begins during your 2003 tax year (see instructions):

--	--	--	--	--	--

43 Amortization of costs that began before your 2003 tax year..... 43

44 Total. Add amounts in column (f). See instructions for where to report..... 44

VOL 801 PAGE 473

# This Deed

Made the 28<sup>th</sup> day of July  
Nineteen hundred and eighty (1980)

**Between** LYNN H. PRISK, individually and as a co-partner in the partnership known as Prisk Dairy Farms and ARLENE I. PRISK, his wife, of the Township of Ferguson, County of Clearfield and State of Pennsylvania, hereinafter called the GRANTORS

A  
N  
D

GEORGE L. PRISK, DONALD G. PRISK and KENNETH B. PRISK, as co-partners t/d/b/a Prisk Dairy Farms, a partnership, of R. D. # 2, Curwensville, Pennsylvania 16833, hereinafter called the GRANTEES

**Witnesseth**, That in consideration of the sum of ONE (\$1.00) \_\_\_\_\_

\_\_\_\_\_ Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, its successors and assigns

**All** the interest of Lynn H. Prisk, individually and as a co-partner in the partnership known as Prisk Dairy Farms in all those two certain pieces or parcels of land situate in the Township of Ferguson, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at the Southeast corner of the property presently owned by D. H. Watts, being the Northeast corner of the lot hereby conveyed, said point being on the line of the property of Cora Merat Shaw, et al; thence North 87 degrees 40 minutes West, 2,424 feet to line of other land of Martin Watts Estate; thence South 12 degrees 30 minutes East 2,362 feet to a point; thence North 76 degrees East 2,370 feet to a point; thence North 13 degrees 15 minutes West 1,683 feet to point and place of beginning. CONTAINING 108.28 acres, and being the residue of what is known as the McClay tract.

There is likewise conveyed herewith a right of way leading to the hereinabove described premises. Said right of way is described more fully in a certain deed from Gilbert S. Watts, et al, to the former Grantor dated the 2nd day of July, 1954.

This conveyance is under and subject to all reservations contained in the chain of title.

THE SECOND THEREOF: BEGINNING at a post; thence by land of said Martin Watts East, One hundred forty seven (147) perches to a post; thence by land of same North fifteen degrees (15) West One hundred sixty (160) perches to a post; thence by land of J. P. Hoyt Estate North eighty seven and three-fourth degrees (87 3/4) West seventy (70) perches to an old hickory (now down); thence by land of said J. P. Hoyt Estate South seventy one and

# EXHIBIT II

COMMISSION EXPIRES  
TUESDAY IN JANUARY 2008

AUG 10 2005

Attest:

Notary Public for the State of Pennsylvania

Need a copy of this deed? document filed in this office.



one-half degrees (71 1/2) West seventy-seven (77) perches to an old hickory (now gone); and thence again by land of said Martin Watts South fifteen degrees (15) East one hundred forty (140) perches to a post and the place of beginning. CONTAINING one hundred thirty three (133) acres seventy one (71) perches and allowance.

EXCEPTING and RESERVING to Marian E. Watts, her heirs and assigns, from Parcel Number Two the following described parcel:

BEGINNING at an iron pin on the northern line of Township Road T-438; thence along northern line of said Township Road T-438 South 81° 9' East One hundred fifty and nine hundredths (150.09) feet to a point; thence still continuing along line of Township Road T-438 North 78° 46' East One hundred eighty-two and six tenths (182.6) feet to a point; thence still continuing along line of Township Road T-438 North 83° 24' East One hundred fifty (150) feet to iron pin; thence North 18° 0' 22" East Six hundred nineteen and twenty-nine hundredths (619.29) feet to an iron pin; thence South 81° 0' West Four hundred sixty-three and seventeen hundredths (463.17) feet to an iron pin; thence South 21° 4' West Five hundred eighty-five and thirty-four hundredths (585.34) feet to an iron pin on the northern line of Township Road T-438 and place of beginning. CONTAINING SIX (6) ACRES, more or less and having erected thereon a dwelling house.

BEING the same two parcels as conveyed by Marian E. Watts, single, to Lynn H. Prisk, George L. Prisk, Donald G. Prisk and Kenneth B. Prisk, as co-partners, t/d/b/a Prisk Dairy Farms, a partnership by deed dated November 30, 1979 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 790, Page 587. This deed is made and executed for the sole purpose of conveying, assigning and transferring all of the interest of Lynn H. Prisk in the above described parcels as a co-partner in the partnership known as Prisk Dairy Farms and any separate individual interest of Lynn H. Prisk to George L. Prisk, Donald G. Prisk and Kenneth B. Prisk, the remaining co-partners, t/d/b/a Prisk Dairy Farms, a partnership.

THIS CONVEYANCE is subject to all reservations of record and to right of way agreement to Consolidated Gas Supply Corporation appearing of record in Miscellaneous Docket 223, Page 91.

The said conveyance is also subject to the exception and reservation from Parcel Number 1 and 2 a total of 200,000 cubic feet natural gas per year as more fully described in the deed of Marian E. Watts, single, to Lynn H. Prisk et al as co-partners, t/d/b/a Prisk Dairy Farms, a partnership dated November 30, 1979 and appearing of record in the Office of the Recorder of Deeds of Clearfield County in Deed Book 790, Page 587.

The Grantees as co-partners for said partnership, its successors and assigns, assume and agree to pay all mortgages, judgments and encumbrances in accordance with all of the terms and conditions hereof and by these presents do hereby agree to indemnify and save harmless the grantor of and from any and all liability on account of said mortgages, judgments and encumbrances as aforesaid.

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*George L. Prisk*  
George L. Prisk  
*Donald G. Prisk*  
Donald G. Prisk  
*Kenneth B. Prisk*  
Kenneth B. Prisk

This ..... day of ..... Co-partners t/d/b/a Prisk Dairy Farms

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

And the said grantors, do hereby ~~convey~~ SPECIALLY the property hereby conveyed,

In Witness Whereof, said grantors have hereunto set their hands and seal on the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

J. B. Gates  
Notary Public

Lynn H. Prisk  
Lynn H. Prisk, co-partner t/d/b/a  
Prisk Dairy Farms, a partnership

Lynn H. Prisk  
Lynn H. Prisk, individually

Arlene I. Prisk  
Arlene I. Prisk, his wife,

Commonwealth of Pennsylvania

County of Clearfield

On this, the 5 day of September 1980, before me Tim Morgan

the undersigned officer, personally appeared LYNN H. PRISK, co-partner, and individually, and ARLENE I. PRISK, his wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

DEED NO. 11034

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:56 P.M.  
BY J. B. Gates, Notary  
FEES 1.00  
TIM MORGAN, Recorder

MY COMMISSION EXPIRES

Tim Morgan  
My Commission Expires  
First Monday in January 1984

I Herby Certify, that the precise address of the grantee is

R. D. # 2  
Curwensville, Pennsylvania 16833

J. B. Gates

# Clearfield Deed

PAID AND BLENDED  
BY THE  
CLEARFIELD COUNTY  
RECORDS DEPARTMENT  
ALL RIGHTS RESERVED

Made the 22nd day of July,  
Nineteen hundred and eighty-seven (1987)

Between MARY BELL STRAW, widow, of Greenwood Township,  
Clearfield County, Pennsylvania, hereinafter referred to as  
GRANTOR,

A  
N  
D

GEORGE L. PRISK, DONALD G. PRISK and KENNETH B. PRISK, Co-partners  
t/d/b/a Prisk Dairy Farms, a partnership, of R.D. #2, Curwensville,  
Clearfield County, Pennsylvania, as joint tenants with the right of  
survivorship and not as tenants in common, hereinafter referred to as  
GRANTEES.

Witnesseth, That in consideration of the sum of THREE THOUSAND

(\$3,000.00) -----Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor do es hereby grant  
and convey to the said grantee s

All that certain parcel of land situate in Greenwood Township,  
Clearfield County, Pennsylvania, bounded and described as  
follows:

BEGINNING at Township Road leading from Bell's Landing to  
Kerimoor on line of J.P. Hoyt Estate; thence along said estate  
North thirty eight and one fourth (38 1/4) degrees West 48 perch  
to the Susquehanna River; thence up the same South sixty six and  
one fourth (66 1/4) degrees West fifteen (15) perch North eighty  
eight and three fourths (88 3/4) degrees West twenty eight perch  
(28) North seventy five and three fourths (75 3/4) degrees West  
twenty eight (28) perch to line of Elbridge Young land; thence by  
the same South fifty two and one fourth (52 1/4) degrees West  
twenty eight (28) perches to a post; thence by other lands of  
Calvin P. Barrett Estate South thirty eight and one fourth (38  
1/4) degrees East twenty and five tenth (20 5/10) perch; thence  
South nine and one half (9 1/2) degrees East twelve (12) perch to  
Township Road; thence East on line of said road one hundred ten  
and six tenth (110.6) perch to J.P. Hoyt Estate line and place of  
beginning. Containing twenty three (23) acres, more or less.

EXCEPTING AND RESERVING therefrom all of the oil and gas in,  
under and upon said premises as conveyed by Clair B. Straw and  
Mary Bell Straw to R. Wesley Smith and Samantha L. Smith by deed  
dated December 8, 1982 and recorded in Deed and Records Book 865,  
Page 412, containing 21.16 acres gas and oil, together with the  
developmental and transportation rights in, under and upon said  
premises.

ALSO EXCEPTING AND RESERVING nevertheless from the hereinabove  
described premises the following conveyances:

1. Clair B. Straw and Mary Bell Straw to Frank A. Creps, et ux,  
by deed dated August 22, 1968 and recorded in Deed Book 540, Page  
157, containing approximately 0.2 acre. Also excepting and  
reserving a parcel conveyed by Clair B. Straw and Mary Bell Straw

EXHIBIT 12

to Frank A. Creps, et ux, by deed dated September 4, 1969 and recorded in Deed Book 552, Page 511, which included the conveyance by Deed Book 540, Page 157 and a triangular piece 38 feet in width and 200 feet on each of the other sides;

2. Clair B. Straw and Mary Bell Straw to Aloysius F. Core, et ux by deed dated November 1, 1971 and recorded in Deed Book 583, Page 309, containing approximately 0.44 acre;

3. Clair B. Straw and Mary Bell Straw to John Roger Breth, by deed dated March 14, 1975 and recorded in Deed Book 697, Page 234, containing approximately 1 acre;

4. Clair Straw and Mary Bell Straw to John H. Breth and Lenore M. Breth, by deed dated June 20, 1983 and recorded in Deed and Records Book 893, Page 314, containing approximately 0.3588 acre;

5. Mary Bell Straw to Donald R. McCormick and Lillian J. McCormick, by deed dated August 20, 1984 and recorded in Deed and Records Book 970, Page 572, containing approximately 0.829 acre;

6. Mary Bell Straw to Laoma S. McGovern, by deed dated August 20, 1984 and recorded in Deed and Records Book 972, Page 599, containing approximately 0.826 acre;

7. Mary Bell Straw to Jack L. Edgell and Karen L. Edgell, by deed dated April 13, 1985 and recorded in Deed and Records Book 1015, Page 109, containing two parcels of approximately 3.417 acres and approximately 0.494 acre;

8. Mary Bell Straw to Jack L. Edgell and Karen L. Edgell, by deed dated August 21, 1985 and recorded in Deed and Records Book 1048, Page 334, containing approximately 7,999 square feet (approximately 0.18).

ALSO EXCEPTING AND RESERVING from the hereinabove described premises all rights conveyed by Easement Deed to the United States of America by instrument dated March 3, 1964 and recorded in Deed Book 506, Page 551.

BEING a part of the same premises which Clair B. Straw and Mary Bell Straw granted and conveyed to Clair B. Straw and Mary Bell Straw, by deed dated August 22, 1968 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 540, Page 160.

IT IS THE INTENTION of the Grantor to convey to the Grantees any and all interest which she may have in and to a railroad right of way now or formerly of New York Central and Hudson River Valley Railroad which runs through the premises hereinabove described. The said Clair B. Straw died February 29, 1984, thereby vesting title solely in Mary Bell Straw, the surviving spouse, and Grantor herein.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*Rose M. Raymond*

George L. Prisk  
*Donald G. Prisk*

This *22nd* day of *July*, 1987

Kenneth B. Prisk  
Co-partners t/d/b/a Prisk Dairy Farms

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 235, approved September 10, 1965, as amended.)

And the said grantor, does hereby warrant SPECIALLY the property hereby conveyed,

In Witness Whereof, said grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

Witness as to mark of  
Mary Bell Straw

Roland Hummel  
Willis A. Williams

HER

Mary Bell

X

Straw

MARK

Commonwealth of Pennsylvania

County of CLEARFIELD

On this, the 22<sup>nd</sup> day of July 1987, before me, ROSE M. RAYMOND,

the undersigned officer, personally appeared MARY BELL STRAW,

known to me (or satisfactorily proven) to be the person whose name and who is unable to sign by her mark subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

ROSE M. RAYMOND, Notary Public  
Clearfield County, Pa.  
My Commission expires Oct. 28, 1989

Rose M. Raymond  
Notary Public

I Hereby Certify, that the precise address of the grantor herein is

R.D. #2,  
Curwensville, PA 16833

COMMONWEALTH OF TENNESSEE  
DEPARTMENT OF REVENUE  
REALTY  
TRANSFER  
TAX  
JUL 23 '87  
\$30.00

CURWENSVILLE AREA 5 MOON DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 30.00

PAY 7-23-87 MONTH 6, 11/11/87  
Date Agent

State Tax 30.00  
Curw A Tax 30.00



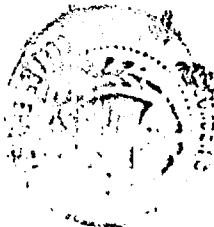
MARY BELL STRAW

TO  
GEORGE L. PRISK,  
DONALD G. PRISK and  
KENNETH B. PRISK,  
Co-Partners, t/c/b/a  
Prisk Dairy Farms

19  
Gated

Commonwealth of Tennessee  
Clearfield

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:42 PM 7-23-87  
BY Lawrence B. Leman  
FEES 14.00  
Michael R. Lytle, Recorder



Recorded on this 23 day of July 1987  
in the Recorder's Office of said County  
in DEEP ROCK  
Given under my hand and seal of the said office  
the date above written

My Commission Expires  
First Monday in January, 1988

Michael R. Lytle  
Recorder of Record July 23, 1987, 3:42 PM Michael R. Lytle, Recorder

QUIT-CLAIM DEED

Made this 3rd day of September, 1987, between Robert H. Stevens, 1709 Dancers Court, Virginia Beach, Virginia 23467 (hereinafter referred to as "Grantor"),

A  
N  
D

George L. Prisk, Donald G. Prisk, and Kenneth B. Prisk, R.D.#2, Box 282A, Curwensville, Pennsylvania 16833 (hereinafter referred to as "Grantees").

W I T N E S S E T H:

That, the said Grantor in consideration of One (\$1.00) Dollar paid to the Grantor by the Grantees, the receipt of which is hereby acknowledged, does remise, release and quit-claim unto the Grantees, and to their heirs, executors, administrators, successors and assigns forever, as tenants in common:

ALL that certain piece, parcel or tract of land situate in Ferguson Township, Clearfield County, Pennsylvania, more fully set forth and described as follows:

BEGINNING at a hickory tree joining land formerly of Perry Straw, now of the Grantees, thence South 71 1/2 degrees West 86 perches to a stake joining land formerly of C. P. Barrett, now of Perry S. Barrett; thence South 43 degrees East 87 perches to a stake; thence North 41 1/2 degrees East 60 5/8ths perches to a stake; thence North 15 degrees West 47 perches to the place of beginning.

CONTAINING 30 Acres and allowances.

The above described property is set forth and described on the Clearfield County tax assessment maps as Parcel #113-F13-18 and is also set forth and described as Parcel #4 in deed dated July 28, 1980, and recorded in Clearfield County Deed Book Volume 801, Page 461. The purpose of this deed is to release and quit-claim to the Grantees all the rights, title and interest that they may hold in the above described property as heirs of E. Caroline Stevens as a result of an exception and reservation set forth and described in a deed dated March 4, 1921, and recorded in Clearfield County Deed Book Volume 248, Page 107 which exception and reservation is the subject of a quiet title action filed at No. 87 - 434 C.D. 1987 with the Court of Common Pleas of Clearfield County. The purpose of this deed is to compromise and settle with prejudice the subject quiet title action.

08/11/87:0887L4.AGM

AFFIDAVIT NO. 15379

EXHIBIT 13

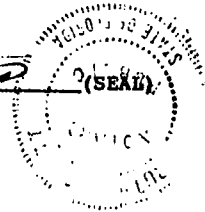
Frank P. Stevens, a/k/a F. P. Stevens, husband of E. Caroline Stevens, died August 6, 1949, predeceasing E. Caroline Stevens. E. Caroline Stevens died testate January 22, 1952, and under her Last Will and Testament, duly probated by William W. Stevens, Executor, and recorded in Clearfield County Will Book "v", Page 468, devised all of her right, title and interest in and to the above described property to Martin W. Stevens and Henry H. Stevens. Henry H. Stevens died intestate June 25, 1978, leaving to survive him the following children: Richard Stevens, Robert Stevens, Charles Stevens, and Eleanor Stevens.

WITH APPURTENANCES. To have and to hold all of the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor to and for the use of the said Grantees, their heirs, executors, administrators, successors, and assigns forever.

IN WITNESS WHEREOF, the said Grantor have hereunto set their hands and seals the day and year first above written with the intent to be legally bound.

GRANTOR:

Robert H. Stevens  
ROBERT H. STEVENS



STATE OF Florida  
COUNTY OF Pinellas

:  
: SS:  
:

On this 3rd day of September, 1987, before me, a Notary Public, the undersigned officer, came the above named ROBERT H. STEVENS, and acknowledged the foregoing Deed to be his act and deed for the purposes therein mentioned and desire that the same might be recorded as such.

WITNESS, my hand and official seal the date first above written.

Ruth Beckett  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida

My Commission Expires April 30, 1990

Revised May 1987 Florida Notary Public Law

#### CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the Grantees is R.D.#2, Box 282A, Curwensville, Pennsylvania 16833.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 10:10 am 9-28-87  
BY Hosco & Bender  
FEES 13.50  
Michael R. Lytle, Recorder

Charles (SEAL)  
ATTORNEY FOR GRANTEES



VOL 1184 PAGE 154

notary

STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELT  
RECORDED in the Office of the Recorder of Deeds  
County in Deeds and Records  
Page 152 of 1184  
WITNESS my hand and seal this  
28th day of Sept 1987  
*Michael R. Lytle*

My Commission Expires  
First Monday in January, 1988

Entered of Record 9-28 1987; 10:10 am Michael R. Lytle, Recorder

VOL 1260 PAGE 120

# This Indenture

Made the 16 day of December, in the year  
Nineteen hundred and eighty-eight (1988)

**Between** LAWRENCE W. STEVENS, Executor of the Estate of MARIAN ELIZABETH WATTS, a/k/a MARIAN E. WATTS, deceased, late of Ferguson Township, Clearfield County, Pennsylvania, hereinafter called GRANTOR,

A  
N  
D

GEORGE L. PRISK, of Ferguson Township, Clearfield County, Pennsylvania, DONALD G. PRISK and KENNETH B. PRISK, both of Greenwood Township, Clearfield County, Pennsylvania, as joint tenants with the right of survivorship, also as remaining co-partners t/a Prisk Dairy Farms, a partnership, having its office at R.D. #2, Curwensville, Pennsylvania, hereinafter called GRANTEES.

**Whereas**, the said MARIAN ELIZABETH WATTS, a/k/a MARIAN E. WATTS, deceased, was seized of the real estate hereinafter described, departed this life on the 7th day of October, 1988, leaving a Last Will and Testament dated the 18th of October, 1982, and proved and registered in the Office of the Register of Wills in and for Clearfield County; and

WHEREAS, Lawrence W. Stevens was appointed as Executor of the Estate of Marian Elizabeth Watts, a/k/a Marian E. Watts, deceased by the Register of Wills of Clearfield County and Letters Testamentary were issued to him on October 12, 1988.

I hereby certify this to be a true  
and attested copy of the original  
document filed in this office.

AUG 10 2005

Attest:

*[Signature]*  
Reg. of Wills, Rec. of Deeds & Clk. of Orphans' Court

*Needs to be recorded Book 1260 & Page 120*

MY COMMISSION EXPIRES  
FIRST MONDAY IN JANUARY 2008

# EXHIBIT 14

Now this Indenture Witnesseth, That the said

Executor, as aforesaid,

Lawrence W. Stevens,

for and in consideration of

the sum of EIGHTEEN THOUSAND and 00/100 (\$18,000.00) DOLLARS—

lawful money of the United States, to him well and truly paid by the said

at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released and confirmed, and by these presents pursuant to the authority vested in him by the Pennsylvania Estate and Fiduciary Code, does

CURWENSVILLE AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 18,000.00

PAID 12-19-87 MICHAEL R. LITRE  
Date Agent

grant, bargain, sell, alien, release and confirm unto the said GRANTEES, their heirs and assigns,

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

BEGINNING at an iron pin on the northern line of Township Road T-438; thence along the northern line of said Township Road T-438 South 81° 9' East One hundred fifty and nine hundredths (150.09) feet to a point; thence still continuing along line of Township Road T-438 North 78° 46' East One Hundred eighty-two and six tenths (182.6) feet to a point; thence still continuing along line of Township Road T-438 North 83° 24' East One hundred fifty (150) feet to iron pin; thence North 18° 0' 22" East Six Hundred nineteen and twenty-nine hundredths (619.29) feet to an iron pin; thence South 81° 0' West Four hundred sixty-three and seventeen hundredths (463.17) feet to an iron pin; thence South 21° 4' West Five hundred eighty-five and thirty-four hundredths (585.34) feet to an iron pin on the northern line of Township Road T-438 and place of beginning. CONTAINING Six (6) Acres, more or less, and having erected thereon a dwelling house.

BEING the same premises as was excepted and reserved by Marian E. Watts in the deed from Marian E. Watts to Lynn H. Prisk, et al, by deed dated November 30, 1979 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 790, Page 587.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Allen E. Shugart  
as to facts

George V. Prisk  
Donald C. Prisk  
Kenneth B. Prisk

This 16th day of Dec, 1987

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

VOL 1260 PAGE 122

(This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended)  
**Together with all and singular** the buildings and improvements thereon

**ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever, of the said MARIAN ELIZABETH WATTS, a/k/a MARIAN E. WATTS, at and immediately before the time of her decease,**

*in law, equity, or otherwise howsoever, of, in, to, or out of the same:*

**To have and to hold** the said lot or piece of ground above described

**hereditaments and premises hereby granted and conveyed, or mentioned and intended so to be, with the appurtenances, unto the said George L. Prisk, Donald G. Prisk and Kenneth B. Prisk, their heirs**

**and assigns, to and for the only proper use and behoof of the said George L. Prisk, Donald G. Prisk and Kenneth B. Prisk, their heirs,**

**and assigns forever.**

**And the said Lawrence W. Stevens, Executor, of the Last Will and Testament of Marian Elizabeth Watts, a/k/a Marian E. Watts, deceased**

**does covenant, promise and agree, to and with the said George L. Prisk, Donald G. Prisk and Kenneth B. Prisk, their heirs,**

**and assigns, that he the said Lawrence W. Stevens, Executor, of the Last Will and Testament of Marian Elizabeth Watts, a/k/a Marian E. Watts, deceased,**

**has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall, or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.**

**In Witness Whereof, the said Executor has herunto set his hand and seal the day and year first above written.**

**Signed, Sealed and Delivered**  
**In the Presence of**

ESTATE OF MARIAN ELIZABETH WATTS, a/k/a  
MARIAN E. WATTS, Deceased

BY Lawrence W. Stevens  
Lawrence W. Stevens, Executor



Commonwealth of Pennsylvania

VOL 1260 PAGE 123

County of Clearfield

On this, the 16 day of December 1988, before me  
the undersigned officer, personally appeared LAWRENCE W. STEVENS, Executor  
of the Estate of MARIAN ELIZABETH WATTS, a/k/a  
MARION E. WATTS.

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 purpose therein contained.  
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

MY COMMISSION EXPIRES  
My Commission Expires  
First Monday in January, 1992

Michael R. Lytle

RECORDER OF DEEDS

I Herby Certify,

that the precise address of the grantee herein is

R.D. #2,  
Curvesville, Pa 16833

Lawrence W. Stevens

170.00  
Curvesville, Pa 16833

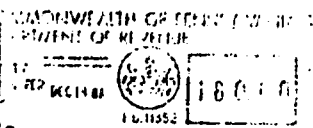


LAWRENCE W. STEVENS,  
Executor of the Estate  
of MARIAN ELIZABETH WATTS,  
a/k/a MARIAN E. WATTS, Deceased  
TO  
George L. Prisk, Donald G.  
Prisk, and Kenneth B. Prisk,  
Co-partners t/a Prisk Dairy  
Farms

1988



Dated,



CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:15 PM  
BY Michael R. Lytle  
PERS 12-16-88  
Michael R. Lytle, Recorder

Commonwealth of Pennsylvania

County of CLEARFIELD

Recorded on this 17 day of Dec 1988  
in the Recorder's Office of said County  
in DEED Book Vol. 1260 PAGE 123

My Commission Expires Given under my hand and seal of the said office  
First Monday in January, 1992

Entered of Record

12-17-1988

1260

Michael R. Lytle, Recorder

Michael R. Lytle

RECORDER

CM

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

GEORGE L. PRISK and  
DONALD G. PRISK, individually,  
jointly and as General Partners  
of PRISK DAIRY FARMS,  
a General Partnership,

Plaintiffs,

vs.

KENNETH B. PRISK, individually  
and as a former General Partner  
of PRISK DAIRY FARMS,

Defendant.

\*  
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\*  
\*  
\*  
\*

No. 2006-1309-CD

FILED  
0/2:1361  
AUG 22 2006

William A. Shaw  
Prothonotary/Clerk of Courts  
2 CC Amy Seighrue  
(will serve)  
(CW)

**PRELIMINARY ORDER**

AND NOW, this 22 day of August, 2006, upon consideration of Civil Action filed by the Plaintiffs for a Preliminary Injunction, Count III of the Complaint. It is ordered as follows:

1. A **RULE** shall be and is hereby issued directed to Kenneth B. Prisk, to Show Cause, if any, why the Prayer for Preliminary as set forth in Count III in the Complaint filed in the above-captioned matter should not be granted;
2. This **RULE IS RETURNABLE** for Answer only to Count III of said Complaint on the 22<sup>nd</sup> day of September, 2006;
3. **HEARING** on the issue of whether or not a Preliminary or Temporary Injunction should be entered or should not be entered shall be held on the 28<sup>th</sup> day of September, 2006 at 9 : 00 o'clock A.m. in Courtroom No. 1, Clearfield County Courthouse, 1 N. 2<sup>nd</sup> Street, Clearfield, Pennsylvania., 16830.

**NOTICE**

A petition or motion has been filed against you in Court. If you wish to defend against the claims set forth in the following petition, you must do so by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so, the case may proceed without you and an order for relief requested by the Petitioner or Movant. You may lose rights important to you.

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

Court Administrator's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

BY THE COURT:  
  
JUDGE

FILED

AUG 22 2006

William A. Shaw  
Prothonotary/Clerk of Courts

# This Indenture,

AFFIDAVIT No. 28989MADE the 17<sup>th</sup> day of June  
in the year nineteen hundred and ninety-seven (1997)BETWEEN DOREEN R. PRISK, individually, of Box 583-D, Curwensville,  
Clearfield County, Pennsylvania, party of the first part, GRANTOR;

AND

GEORGE L. PRISK, of RD 2, Box 198, Curwensville, Clearfield County,  
Pennsylvania; DONALD G. PRISK and KENNETH B. PRISK, both of  
Greenwood Township, Clearfield County, Pennsylvania, as joint  
tenants with the right of survivorship, also as remaining co-  
partners t/d/b/a PRISK DAIRY FARMS, a partnership, having its  
office at RD 2, Curwensville, Clearfield County, Pennsylvania,  
parties of the second part, GRANTEES.

## WITNESSETH,

of the sum of One and 0/100 ----- in consideration  
receipt whereof is hereby acknowledged, (\$1.00) Dollars

the said grantor does hereby release and quit claim to the said grantee s

ALL of the following pieces or parcels situate in both Ferguson  
Township and Greenwood Township, Clearfield County, Pennsylvania,  
bounded and described as follows:ALL those two certain pieces or parcels of land situate in the  
Township of Ferguson, County of Clearfield and State of  
Pennsylvania, bounded and described as follows:

**THE FIRST THEREOF:** BEGINNING at the Southeast corner of the  
property presently owned by D. H. Watts, being the Northeast  
corner of the lot hereby conveyed, said point being on the line  
of the property of Cora Merat Shaw, et al; thence North 87  
degrees 40 minutes West, 2,424 feet to line of other land of  
Martin Watts Estate; thence South 12 degrees 30 minutes East  
2,362 feet to a point; thence North 76 degrees East 2,370 feet to  
a point; thence North 13 degrees 15 minutes West 1,683 feet to  
point and place of beginning. CONTAINING 108.28 acres, and being  
the residue of what is known as the McClay tract.

There is likewise conveyed herewith a right of way leading to the  
hereinabove described premises. Said right of way is described  
more fully in a certain Deed from Gilbert S. Watts, et al to the  
former Grantor dated the 2nd day of July, 1954.This conveyance is under and subject to all reservations  
contained in the chain of title.

**THE SECOND THEREOF:** BEGINNING at a post; thence by land of said  
Martin Watts East, One hundred forty seven (147) perches to a  
post; thence by land of same North fifteen degrees (15) West One  
hundred sixty (160) perches to a post; thence by land of J. P.  
Boyt Estate North eighty-seven and three-fourth degrees (87 3/4)

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.*Karen L. Starck*  
Karen L. Starck  
Recorder of DeedsCLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:05 PM 7-27-97  
BY *Karen L. Starck*  
FEES 27.50  
Karen L. Starck, RecorderMY COMMISSION EXPIRES  
FIRST MONDAY IN JANUARY 2006Attest:  
*Karen L. Starck*  
Rec. of Deeds & Cts. of Clearfield County*Deed & Parcel Book 1858 - Page 529*

AUG 10 2005

and attested copy of the original  
document filed in this office.

EXHIBIT 15



EXH#P11-12

West seventy (70) perches to an old hickory (now down); thence by land of said J. P. Hoyt Estate South seventy-one and one-half degrees (71 1/2) West seventy-seven (77) perches to an old hickory (now gone); and thence again by land of said Martin Watts South fifteen degrees (15) East one hundred forty (140) perches to a post and the place of beginning. CONTAINING one hundred thirty-three (133) acres seventy-one (71) perches and allowance.

EXCEPTING and RESERVING to Marian E. Watts, her heirs and assigns, from Parcel Number Two the following-described parcel:

BEGINNING at an iron pin on the northern line of Township Road T-438; thence along northern line of said Township Road T-438 South 81° 9' East one hundred fifty and nine hundredths (150.09) feet to a point; thence still continuing along line of Township Road T-438 North 78° 46' East one hundred eighty-two and six tenths (182.6) feet to a point; thence still continuing along line of Township Road T-438 North 83° 24' East one hundred fifty (150) feet to an iron pin; thence North 18° 0' 22" East six hundred nineteen and twenty-nine hundredths (619.29) feet to an iron pin; thence South 81° 0' West four hundred sixty-three and seventeen hundredths (463.17) feet to an iron pin; thence South 21° 4' West five hundred eighty-five and thirty-four hundredths (585.34) feet to an iron pin on the northern line of Township Road T-438 and place of beginning. CONTAINING six (6) acres, more or less and having erected thereon a dwelling house.

THIS CONVEYANCE is subject to all reservations of record and to right of way agreement to Consolidated Gas Supply Corporation appearing of record in Miscellaneous Docket 223, Page 91.

The said conveyance is also subject to the exception and reservation from Parcel Number 1 and 2 a total of 200,000 cubic feet natural gas per year as more fully described in the Deed of Marian E. Watts, single, to Lynn H. Prisk et al as co-partners, t/d/b/a Prisk Dairy Farms, a partnership dated November 20, 1979 and appearing of record in the Office of the Recorder of Deeds of Clearfield County in Deed Book 790, Page 587.

BEING the premises conveyed to George L. Prisk, Donald G. Prisk and Kenneth B. Prisk, as Co-partners, t/d/b/a Prisk Dairy Farm, by Deed of Lynn H. Prisk and Arlene I. Prisk, husband and wife, dated July 28, 1980 and recorded in Clearfield County Deed Book 801, Page 473.

ALL that certain parcel of land situate in Greenwood Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at Township Road leading from Bell's Landing to Kerrmoor on line of J. P. Hoyt Estate; thence along said estate North thirty-eight and one-fourth (38 1/4) degrees West 48 perch to the Susquehanna River; thence up the same South sixty-six and one fourth (66 1/4) degrees West fifteen (15) perch North eighty-eight and three-fourths (88 3/4) degrees West twenty-eight perch (28) North seventy-five and three-fourths (75 3/4) degrees West twenty-eight (28) perch to line of Elbridge Young land; thence by the same South fifty-two and one-fourth (52 1/4) degrees West twenty-eight (28) perches to a post; thence by other lands of Calvin P. Barrett Estate South thirty-eight and one-fourth (38 1/4) degrees East twenty and five-tenth (20 5/10) perch; thence South nine and one-half (9 1/2) degrees East twelve (12) perch to Township Road; thence East on line of said road one hundred ten and six tenth (110.6) perch to J. P. Hoyt Estate line and place of beginning. Containing twenty-three (23) acres, more or less.

EXCEPTING and RESERVING therefrom all of the oil and gas in, under and upon said premises as conveyed by Clair B. Straw and Mary Bell Straw to R. Wesley Smith and Samantha L. Smith by Deed dated December 8, 1982 and recorded in Deed and Records Book 865, Page 412, containing 21.16 acres gas and oil, together with the developmental and transportation rights in, under and upon said premises.

ALSO EXCEPTING and RESERVING nevertheless from the hereinabove described premises the following conveyances:

1. Clair B. Straw and Mary Bell Straw to Frank A. Creps, et ux, by Deed dated August 22, 1968 and recorded in Deed Book 540, Page 157, containing approximately 0.2 acre. Also excepting and reserving a parcel conveyed by Clair B. Straw and Mary Bell Straw to Frank A. Creps, et ux, by Deed dated September 4, 1969 and recorded in Deed Book 552, Page 511, which included the conveyance by Deed Book 540, Page 157 and a triangular piece 38 feet in width and 200 feet on each of the other sides;
2. Clair B. Straw and Mary Bell Straw to Aloysius F. Core, et ux by Deed dated November 1, 1971 and recorded in Deed Book 583, Page 309, containing approximately 0.44 acre;
3. Clair B. Straw and Mary Bell Straw to John Roger Breth, by Deed dated March 14, 1975 and recorded in Deed Book 697, Page 234, containing approximately 1 acre;
4. Clair Straw and Mary Bell Straw to John H. Breth and Lenore M. Breth, by Deed dated June 20, 1983 and recorded in Deed and Records Book 893, Page 314, containing approximately 0.3588 acre;
5. Mary Bell Straw to Donald R. McCormick and Lillian J. McCormick, by Deed dated August 20, 1984 and recorded in Deed and Records Book 970, Page 572, containing approximately 0.829 acre;
6. Mary Bell Straw to Laoma S. McGovern by Deed dated August 20, 1984 and recorded in Deed and Records Book 972, Page 599, containing approximately 0.826 acre;
7. Mary Bell Straw to Jack L. Edgell and Karen L. Edgell by Deed dated April 13, 1985 and recorded in Deed and Records Book 1015, Page 109, containing two parcels of approximately 3.417 acres and approximately 0.494 acre;
8. Mary Bell Straw to Jack L. Edgell and Karen L. Edgell by Deed dated August 21, 1985 and recorded in Deed and Records Book 1048, Page 334, containing approximately 7,999 square feet (approximately 0.18).

ALSO EXCEPTING and RESERVING from the hereinabove described premises all rights conveyed by Easement Deed to the United States of America by instrument dated March 3, 1964 and recorded in Deed Book 506, Page 551.

BEING the same premises conveyed to George L. Frisk, Donald G. Frisk and Kenneth B. Frisk, Co-partners t/d/b/a Frisk Dairy Farms, a Partnership, by deed of Mary Bell Straw dated July 22, 1987 and recorded in Clearfield County Deed and Records Book 1172, Page 174.

ALL that certain piece, parcel or tract of land situate in Ferguson Township, Clearfield County, Pennsylvania, more fully set forth and described as follows:

BEGINNING at a hickory tree joining land formerly of Perry Straw, now of the Grantees, thence South 71 1/2 degrees West 86 perches

to a stake joining land formerly of C. P. Barrett, now of Perry S. Barrett; thence South 43 degrees East 87 perches to a stake; thence North 41 1/2 degrees East 60 5/8 perches to a stake; thence North 15 degrees West 47 perches to the place of beginning. Containing 30 acres and allowances.

With appurtenances. To have and to hold all of the estate, right, title and interest, property, claim and demand whatsoever of the said Grantor to and for the use of the said Grantees, their heirs, executors, administrators, successors and assigns forever.

BEING the same premises conveyed to George L. Frisk, Donald G. Frisk and Kenneth B. Frisk by Quit Claim Deed of Robert H. Stevens dated September 3, 1987 and recorded in Clearfield County Deed and Record Book 1184, Page 152.

ALL that certain tract or parcel of land situate in Greenwood Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a point, the northwestern corner of this parcel at the eastern line of lands formerly of Calvin P. Barrett, now of Perry S. Barrett, and the southern line of Township Road No. 324 leading from Kerrmoor towards Belle Landing; thence by said Township Road separating this parcel from the lands of Clair B. Straw lying to the north, in a generally easterly direction to the Ferguson Township line a distance of approximately one thousand eight hundred twelve (1,812) feet; thence by the Ferguson Township line in a southerly direction one thousand and two hundred seventy-nine feet, more or less, to a corner therein; thence still by the Township line in a westerly direction six hundred fifty feet, more or less, to the southeastern corner of the four acre parcel of William T. Straw; thence in a northwesterly direction by such four acre parcel five hundred twenty-five (525) feet, according to the Deed of William T. Straw, recorded in Deed Book No. 373, Page 334; thence continuing by the four acre parcel of William T. Straw by a course described in his deed as slightly north of westerly two hundred sixty seven (267) feet to the eastern line of land of Perry S. Barrett; thence by line of Perry S. Barrett land by a course, according to former deeds, north nine and one-half (9 1/2) degrees west six hundred seventy nine (679) feet to Township Road No. T-324, and the place of beginning.

SUBJECT to the right of William T. Straw and Inez Straw, his wife, their heirs and assigns, to use in common with the grantees, their heirs and assigns, the present farm road extending from Township Road No. 324 on the north to the farm buildings on the premises conveyed to the extent necessary for access by the said William T. Straw and wife, their heirs and assigns, to their four acre parcel. This privilege is granted in consideration of the extinguishment of a quit claim deed of a present right-of-way access to the four acre parcel across the fields hereby conveyed.

RESERVING, also a similar right to Perry James Straw and Sara K. Straw, his wife, their heirs and assigns, to the use in common with the grantees and the said William T. Straw and Inez Straw, his wife, their heirs and assigns, the present farm road extending from Township Road No. T-324 on the north to the farm buildings on the premises conveyed to the extent necessary for access by the said Perry James Straw and Sara K. Straw, his wife, their heirs and assigns, to the camp site hereinafter reserved.

ALL that certain piece or tract of land situate in the Township of Ferguson, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Glen Hope to Lumber City Turnpike, Route No. 857 on line of land formerly of Alexander Ferguson Estate, now of Kemble F. Anderson; thence south along turnpike fifty six and one-half ( $56 \frac{1}{2}$ ) degrees west thirty-seven and five-tenths ( $37.5$ ) perches to a post; thence south thirty-eight and one-half ( $38 \frac{1}{2}$ ) degrees west nine and six-tenths ( $9.6$ ) perches along turnpike to line of land formerly of Mary Jane McCracken, now of Kemble F. Anderson; thence South by the same thirty-eight ( $38$ ) degrees east twenty-seven ( $27$ ) perches to a grub; thence still by the same south fifty-five ( $55$ ) degrees west twenty-five ( $25$ ) perches to a post in the line of land formerly of Emery Owens, now of Clearfield Bituminous Coal Corporation; thence by the Clearfield Bituminous Coal Corporation line south thirty-seven ( $37$ ) degrees east eighty ( $80$ ) perches to a stone at or in a spring run; thence crossing spring run and by line of land formerly of Allen Moore, now of Powell Barnish, north fifty-four ( $54$ ) degrees east sixty-one ( $61$ ) perches to a stone; thence by line of land formerly of Alexander Ferguson Estate, now of Kemble F. Anderson, north thirty-three ( $33$ ) degrees west one hundred eight and five-tenths ( $108.5$ ) perches in the Glen Hope to Lumber City Turnpike, Route No. 857, and the place of beginning. Containing forty ( $40$ ) acres, one hundred eight ( $108$ ) perches.

ALL that certain tract or parcel of land situate in Ferguson Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a hickory tree joining land formerly of Perry Straw, now of the grantors, thence south seventy-one and one-half ( $71 \frac{1}{2}$ ) degrees west eighty-six ( $86$ ) perches to stake joining land formerly of C. P. Barrett, now of Perry S. Barrett; thence south forty-three ( $43$ ) degrees east eighty-seven ( $87$ ) perches to the stake; thence north forty-one and one-half ( $41 \frac{1}{2}$ ) degrees east sixty and five-eighths ( $60 \frac{5}{8}$ ) perches to a stake; thence north fifteen ( $15$ ) degrees west forty-seven ( $47$ ) perches to the place of beginning. Containing thirty ( $30$ ) acres and allowances.

EXCEPTING and RESERVING to the grantors their heirs and assigns, a parcel of 3 acres, more or less, out of the Northwestern corner of the above-mentioned parcel bounded and described substantially as follows:

BEGINNING at the northwest corner of the parcel hereby reserved, being the southwestern corner of the four acre tract of W. T. Straw, the Deed for which is recorded at Clearfield in Deed Book No. 373, Page 334; thence by the southern line of William T. Straw tract by a course described in his deed (Deed Book No. 373, page 334) as north sixty-seven and one-half ( $67 \frac{1}{2}$ ) degrees east five hundred sixteen ( $516$ ) feet; thence continuing in a northeasterly direction along a fence row two hundred fifty feet ( $250$ ) more or less, to a point; thence continuing 150 feet by a fence or fence row in a southeasterly direction to a corner marked by a hemlock tree; thence in a southwesterly direction seven hundred sixty-six ( $766$ ) feet, more or less, to a point in the line separating the Perry C. Straw premises from the Martin Watts Estate lands; thence by the Martin Watts Estate lands by a course listed in the Deed from Calvin P. Barrett and wife to Perry C. Straw, as north nine and one-half ( $9 \frac{1}{2}$ ) degrees west one hundred fifty ( $150$ ) feet to the William T. Straw property and place of beginning.

ALSO SAVING, EXCEPTING and RESERVING, nevertheless from said parcel unto previous owners, their heirs and assigns, all the coal, stone, fire clay or other minerals of whatever kind, whether solid, liquid or gaseous, lying or being in or upon the above-mentioned and described tract of land with the exception of the top of "E" vein of coal, together with the right of ingress, egress and regress into, upon and from said lands for the purpose of examining and searching for and of mining, removing and preparing said coal, stone fire clay and other minerals for market and taking, storing, removing and transporting the same, and for these purposes to build and maintain roads, railroads and crains upon or under the surface of said land and to locate and to erect such buildings or other structures with the necessary curtilages, as may be necessary and proper for the convenient use and operation of said minerals or works, with the right to deposit dirt, wash or drainage of said minerals or works on the surface convenient thereto and without any liability for damages therefore.

The previous owners of the above parcel also except and reserve the right to lay out, build and maintain railroads or other roads into, over, through, or across said land, whether upon or under the surface thereof, for the purpose of carrying, shipping, hauling or transporting coal, stone, fire clay or other minerals from other lands whether adjoining or adjacent thereto, and that without any liability for damages arising from or as a result of any cause in connection therewith, whether to the land or buildings thereon, or to the water supply or lack of surface support, or in any other manner.

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

BEGINNING at the northwestern corner of a forty (40) acres parcel of Lynn H. Prisk at a point in the southeastern line of the Glen Hope to Lumber City Turnpike, known as Route No. 857; thence by the northwestern line of the Prisk parcel South thirty-eight (38) degrees East twenty-seven (27) perches to a grub; thence by the northwestern boundary of the Prisk parcel South fifty-five (55) degrees West twenty-five (25) perches to a post in the line of land of Emery Owans, now of Clearfield Bituminous Coal Corporation; thence by the northeastern line of Clearfield Bituminous Coal Corporation lands North thirty-seven (37) degrees West twenty-five and five tenths (25.5) perches to a point in the southeastern line of Route No. 857; thence by the southeastern line of Route No. 857 North thirty-five (35) degrees East twenty and eight tenths (20.8) perches to a point and the place of beginning. Containing according to the Mapping Office Records four (4) acres, more or less. The courses and distances herein are taken from a plot of the parcel attached to the Deed from Effie Ferguson to George W. Young dated 1911, and appearing in Deed Book No. 183, Page 235, supposed to have been made by S. F. McCloskey about the year 1887. Having no improvements thereon.

BEING the same premises conveyed to George L. Prisk, Donald G. Prisk and Kenneth B. Prisk Co-partners t/a Prisk Dairy Farms, a Partnership, by Deed of Lynn H. Prisk and Arlene I. Prisk, husband and wife, dated July 28, 1930 and recorded in Clearfield County Deed and Record Book 801, Page 461.

ALL those certain tracts or parcels of land and premises situate, lying and being in the Township of Ferguson, in the County of Clearfield and Commonwealth of Pennsylvania, more particularly described as follows:

FIRST: All that certain tract or piece of land situate in the Township of Ferguson, County of Clearfield and State of Pennsylvania, bounded and described as follows:

On the North by land of E. E. Owens; on the East by land of Alexander Ferguson; on the South by land of E. E. Owens; and on the West by land of Martin Watts. CONTAINING approximately 150 acres more or less, although the deed description refers to 100 acres more or less.

The said tract of land was surveyed in the year 1913 by E. W. Hess, Civil Engineer of Clearfield, Pennsylvania.

EXCEPTING and RESERVING from the above-described premises as initially set forth in deed dated October 22, 1946 and recorded in Clearfield County Deed Book 379, Page 521, all the coal, together with the right to enter, mine and take away the same without any liability for damages that may result to the surface of the said lands or to the interest of the Grantees, their heirs and assigns, and together with the right to make such openings, shafts, chutes, dumps, improvements, roads and railroads on the land as in the judgment of the Grantors, their heirs and assigns may be necessary to conveniently mine and remove said coal.

The above-recited reservation shall not be taken to include the coal underlying a portion of the lands containing 10 acres underlying the farm buildings located upon the premises. Said 10 acres shall be in the form of a square, having for its center the farm house.

ALSO EXCEPTING and RESERVING a strip of land 33 feet wide conveyed by the Grantors' predecessors in title to the Beech Creek Railroad Company dated January 28, 1892, recorded at Clearfield in Deed Book 79, Page 7.

SECOND: ALL that certain tract or piece of land situate in the Township of Ferguson, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron post on the East side of Township Road, Route 444 on line of land of the Grantees herein (Blake Tubbs, et ux); thence along line of land of the Grantees herein (Blake Tubbs) in an Easterly direction 14 perches to a post, thence along line of land now or formerly of Anthony Hile North 49 degrees East 78 perches to a post corner; thence North 52 degrees West about 52 perches to a post corner on line of land now or formerly of John Henry; thence along line of land of John Henry North 32 degrees West 31 perches to a post on the East side of Township Road Route 444 as aforesaid; thence along said Township Road its several courses and distances 109 perches more or less, to a post on line of land of the Grantees herein (Blake Tubbs, et ux) and place of beginning. CONTAINING in all 18 acres, more or less.

EXCEPTING and RESERVING all the coal in, under and upon said land with the right to mine and remove the same with the responsibility for damages as heretofore reserved in prior deeds of conveyance, as set forth in Clearfield County Deed Book 237, Page 537.

THIRD: ALL that certain piece or parcel of land situate in the Township of Ferguson, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stone corner of land of Alexander Ferguson and K. F. Anderson; thence North 6 degrees 15 minutes East 1,402.5 feet to a stone at the Township Road leading from Chest Creek to Curwensville; thence West along said Township Road as now located to the line of land of Anthony Hile; thence along the land of Anthony Hile south 52 degrees 15 minutes West to a corner of land of Anthony Hile and the Grantees; thence along land of the Grantees South 29 degrees 45 minutes East 511.5 feet to a corner; thence along land of the Grantees South 52 degrees 15 minutes West 1,155 feet to a corner; thence along land of the Grantees South 37 degrees East 924 feet to a corner; thence along land formerly of Alexander Ferguson South 88 degrees East 1,346.4 feet to a stone corner and place of beginning. CONTAINING 70 acres more or less.

EXCEPTING and RESERVING, nevertheless, all the coal, fire clay, gas, oil and other minerals, together with the right to mine and remove the same by the usual methods except strip-mining; it being the intention of the grantors to convey only the surface to the grantees, as initially set forth in Clearfield County Deed Book 484, Page 165.

FOURTH: ALL those certain tracts or pieces of land situate in the Township of Ferguson, County of Clearfield and State of Pennsylvania, bounded and described as follows:

On the North and Northwest by lands now or late of Blake L. Tubbs; on the South and Southwest by a public road known as Township Road #435; on the South and Southeast by a public road known as Pennsylvania Route #857; and on the North and Northeast by lands now or late of Blake L. Tubbs, part of which lands are near or adjacent to land of Susquehanna Recreation Corporation.

Being a part of the premises shown on Assessment Map No. G12 of Ferguson Township, Clearfield County, Pennsylvania, revised on January 19, 1977 as Item #7 (27 acres) and Item #8 (30 acres by assessment and 13 acres according to the plan).

Part of the lands described in this fourth parcel were in litigation. Grantors hereby grant and convey to the Grantees, their heirs and assigns, any and all ownership rights which they have in said lands.

FIFTH: ALSO intended to be conveyed hereby are any and all lands, rights-of-way, easements, and all property rights of any kind which Blake L. Tubbs and Edna A. Tubbs, his wife, and Grantors have acquired by adverse possession in lands adjacent to or abutting the lands herein conveyed to the Grantees, their heirs and assigns.

EXCEPTING and RESERVING therefrom the tracts and parcels conveyed to B. L. Tubbs and E. A. Tubbs, the deceased spouse of B. L. Tubbs, by deed of Maude Peterman, widow, and surviving joint owner of Harry W. Peterman, her son, dated October 9, 1967 and recorded in Clearfield County Deed Book 533, Page 660, on which a bungalow or dwelling house was located. The said premises were reserved by Blake L. Tubbs for his lifetime only as a life estate, and at the date of death of Blake L. Tubbs, all ownership rights shall pass to Vern L. Tubbs and Lois A. Tubbs, his wife, their heirs and assigns, as the owners of the remainder interests in said premises.

BEING the same premises which were conveyed to George L. Prisk, Donald G. Prisk and Kenneth B. Prisk, Co-partners t/d/b/a Prisk Dairy Farms, a Partnership, by Deed of Vern L. Tubbs and Lois A. Tubbs, his wife, dated March 4, 1991 and recorded in Clearfield County Deed and Record Book 1387, Page 473.



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

BEGINNING at an iron pin on the northern line of Township Road T-438; thence along northern line of said Township Road T-438 South  $81^{\circ} 9'$  East one hundred fifty and nine hundredths (150.09) feet to a point; thence still continuing along line of Township Road T-438 North  $78^{\circ} 46'$  East one hundred eighty-two and six tenths (182.6) feet to a point; thence still continuing along line of Township Road T-438 North  $83^{\circ} 24'$  East one hundred fifty (150) feet to an iron pin; thence North  $18^{\circ} 0' 22''$  East six hundred nineteen and twenty-nine hundredths (619.29) feet to an iron pin; thence South  $81^{\circ} 0'$  West four hundred sixty-three and seventeen hundredths (463.17) feet to an iron pin; thence South  $21^{\circ} 4'$  West five hundred eighty-five and thirty-four hundredths (585.34) feet to an iron pin on the northern line of Township Road T-438 and place of beginning. CONTAINING six (6) acres, more or less and having erected thereon a dwelling house.

BEING the same premises which were conveyed to George L. Prisk, Donald G. Prisk and Kenneth B. Prisk, Co-partners t/d/b/a Prisk Dairy Farms, a Partnership, by Deed of Lawrence W. Stevens, Executor of the Estate of Marian Elizabeth Watts, a/k/a Marian E. Watts, deceased, dated December 16, 1988 and recorded in Clearfield County Deed and Record Book 1260, Page 120.

IN WITNESS WHEREOF, the said grantor ha s hereunto set her hand and seal the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

*[Signature]*

*Doreen R. Prisk*  
Doreen R. Prisk

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

County of CLEARFIELD

ss:

On this, the 17th day of June 1997, before me a notary public the undersigned officer, personally appeared DOREEN R. PRISK

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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

**NOTARIAL SEAL**  
Robina J. Thompson, Notary Public  
DuBois, Clearfield County  
My Commission Expires April 3, 2000

*Robina J. Thompson*  
April 3, 2000  
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA

County of

ss:

On this, the day of 19 , before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that executed the same for the purpose therein contained.

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

My Commission Expires

## COMMONWEALTH OF PENNSYLVANIA

County of .....

On this, the            day of            19    , before me  
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person    whose name            subscribed to the  
within instrument, and acknowledged that            executed the same for the purpose therein contained.

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

My Commission Expires

## COMMONWEALTH OF PENNSYLVANIA

County of .....

On this, the            day of            19    , before me  
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person    whose name            subscribed to the  
within instrument, and acknowledged that            executed the same for the purpose therein contained.

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

My Commission Expires

**DEED**

## QUIT-CLAIM 1-

DOREEN R. PRISK  
TO  
GEORGE L. PRISK, and  
DONALD G. PRISK and  
KENNETH B. PRISK,  
t/d/b/a PRISK DAIRY FARMS

Dated .....  
For Assessment Map Nos.:  
113-F13-14, 113-F13-27,  
117-F13-11, 113-F13-18,  
113-G12-6, 117-F13-12,  
113-G12-9, and 113-F13-12  
Consideration \$1.00  
Recorded .....  
Entered for Record in the Recorder's Office of            Tax \$  
County, the            day of            19    Fees \$  
Recorder

MILGRUB and LHOTA  
ATTORNEYS AT LAW  
108 EAST PINE STREET  
CARLETON, PA. 16830

## CERTIFICATE OF RESIDENCE

I, hereby certify that the correct address and place of residence of the grantees herein  
as follows: RD 2, Box 198, Curwensville, PA 16833, and Greenwood  
Township, Curwensville, PA 16833.

Attorney or Agent for Grantee

RECORDED in the office for Recording of Deeds, etc., in and for said County, in

Deed Book No.            Vol.            , Page

WITNESS my Hand and Official Seal this            day of            , 19

Recorder of Deeds

Entered of Record July 21 1997: 3157 Karen L. Starck, Recorder

THIS DEED

VOL 1387 PAGE 473

MADE the 4th day of March

in the year nineteen hundred and ninety one (1991)

BETWEEN VERN L. TUBBS and LOIS A. TUBBS, his wife, of Ferguson Township, Clearfield County, Pennsylvania, hereinafter referred to as GRANTORS

A

N

D

GEORGE L. PRISK, of Ferguson Township, DONALD G. PRISK and KENNETH B. PRISK, both of Greenwood Township, all of Clearfield County, Pennsylvania, as joint tenants with the right of survivorship and not as tenants in common, also as remaining co-partners t/d/b/a Prisk Dairy Farms, a partnership having its office at R.D. #2, Curwensville, Pennsylvania, hereinafter referred to as GRANTEES.

WITNESSETH, That in consideration of ONE HUNDRED FIVE THOUSAND and 00/100 (\$105,000.00)----- DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees , their heirs and assigns,

ALL those certain tracts or parcels of land and premises, situate, lying and being in the Township of Ferguson, in the

EXHIBIT 16

County of Clearfield and Commonwealth of Pennsylvania, more particularly described as follows:

**FIRST:** All that certain tract or piece of land situate in the Township of Ferguson, County of Clearfield and State of Pennsylvania, bounded and described as follows:

On the North by land of E. E. Owens; on the East by land of Alexander Ferguson; on the South by land of E. E. Owens; and on the West by land of Martin Watts. CONTAINING approximately 150 acres more or less, although the deed description refers to 100 acres more or less.

The said tract of land was surveyed in the year 1913 by E.W. Hess, Civil Engineer of Clearfield, Pennsylvania.

EXCEPTING AND RESERVING from the above described premises as initially set forth in deed dated October 22, 1946 and recorded in Clearfield County Deed Book 379, Page 521, all the coal, together with the right to enter, mine and take away the same without any liability for damages that may result to the surface of the said lands or to the interest of the Grantees, their heirs and assigns, and together with the right to make such openings, shafts, chutes, dumps, improvements, roads and railroads on the lands as in the judgment of the Grantors, their heirs and assigns may be necessary to conveniently mine and remove said coal.

The above recited reservation shall not be taken to include the coal underlying a portion of the lands containing 10 acres underlying the farm buildings located upon the premises. Said 10 acres shall be in the form of a square, having for its center the farm house.

ALSO EXCEPTING AND RESERVING a strip of land 33 feet wide conveyed by the Grantors' predecessors in title to the Beech Creek Railroad Company dated January 28, 1892, recorded at Clearfield in Deed Book 79, Page 70.

**SECOND:** ALL that certain tract or piece of land situate in the Township of Ferguson, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron post on the East side of Township Road, Route 444 on line of land of the Grantees herein (Blake Tubbs, et ux.); thence along line of land of the Grantees herein (Blake Tubbs) in an Easterly direction, 14 perches to a post, thence along line of land now or formerly of Anthony Hile North 49 degrees East 78 perches to a post corner; thence North 52 degrees West about 52 perches to a post corner on line of land now or

VOL 1337 P2 474A

formerly of John Henry; thence along line of land of John Henry North 32 degrees West 31 perches to a post on the East side of Township Road Route 444 as aforesaid; thence along said Township Road its several courses and distances 109 perches more or less, to a post on line of land of the Grantees herein (Blake Tubbs, et ux) and place of beginning. CONTAINING in all 18 acres, more or less.

EXCEPTING AND RESERVING all the coal in, under and upon said land with the right to mine and remove the same with the responsibility for damages as heretofore reserved in prior deeds of conveyance, as set forth in Clearfield County Deed Book 237, Page 537.

**THIRD:** ALL that certain piece or parcel of land situate in the Township of Ferguson, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stone corner of land of Alexander Ferguson and K. F. Anderson; thence North 6 degrees 15 minutes East 1,402.5 feet to a stone at the Township Road leading from Chest Creek to Curwensville; thence West along said Township Road as now located to the line of land of Anthony Hile; thence along the land of Anthony Hile South 52 degrees 15 minutes West to a corner of land of Anthony Hile and the Grantees; thence along land of the Grantees South 29 degrees 45 minutes East 511.5 feet to a corner; thence along land of the Grantees South 52 degrees 15 minutes West 1,155 feet to a corner; thence along land of the Grantees South 37 degrees East 924 feet to a corner; thence along land formerly of Alexander Ferguson South 88 degrees East 1,346.4 feet to a stone corner and place of beginning. CONTAINING 70 acres more or less.

EXCEPTING AND RESERVING, nevertheless, all the coal, fire clay, gas, oil and other minerals, together with the right to mine and remove the same by the usual methods except strip-mining; it being the intention of the grantors to convey only the surface to the grantees, as initially set forth in Clearfield County Deed Book 484, Page 165.

**FOURTH:** ALL those certain tracts or pieces of land situate in the Township of Ferguson, County of Clearfield and State of Pennsylvania, bounded and described as follows:

On the North and Northwest by lands now or late of Blake L. Tubbs; on the South and Southwest by a public road known as Township Road #435; on the South and Southeast by a public road known as Pennsylvania Route #857; and on the North and Northeast by lands now or late of Blake L. Tubbs, part of which lands are near or adjacent to land of Susquehanna Recreation Corporation.

Being a part of the premises shown on Assessment Map No. G12 of Ferguson Township, Clearfield County, Pennsylvania, revised on January 19, 1977 as Item #7 (27 acres) and Item #8 (30 acres by assessment and 13 acres according to the plan).

Part of the lands described in this fourth parcel were in litigation. Grantors hereby grant and convey to the Grantees their heirs and assigns, any and all ownership rights which they have in said lands.

**FIFTH:** ALSO intended to be conveyed hereby are any and all lands, rights-of-way, easements, and all property rights of any kind which Blake L. Tubbs and Edna A. Tubbs, his wife, and Grantors have acquired by adverse possession in lands adjacent to or abutting the lands herein conveyed to the Grantees, their heirs and assigns.

**EXCEPTING AND RESERVING** therefrom the tracts and parcels conveyed to B. L. Tubbs and E. A. Tubbs, the deceased spouse of B. L. Tubbs, by deed of Maude Peterman, widow, and surviving joint owner of Harry W. Peterman, her son, dated October 9, 1967, and recorded in Clearfield County Deed Book 533, Page 660, on which a bungalow or dwelling house was located. The said premises were reserved by Blake L. Tubbs for his lifetime only as a life estate, and at the date of death of Blake L. Tubbs all ownership rights shall pass to Vern L. Tubbs and Lois A. Tubbs, his wife, their heirs and assigns, as the owners of the remainder interests in said premises.

**BEING** the same premises which Blake L. Tubbs granted and conveyed to Vern L. Tubbs and Lois A. Tubbs, by deed dated October 4, 1983 and recorded in Clearfield County Deeds and Records Book 910, Page 128.

## NOTICE

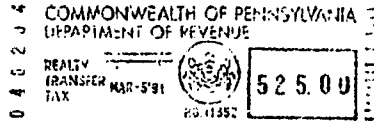
In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness

*William L. Shengul*  
*Edna A. Tubbs*  
*Opal G. Litch*  
*Frank P. Litch*  
*Reage Reed*

This *4th* day of *March* 1991

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THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

AND the said grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of:

*Charles E. Shugart*  
*as to Tax*

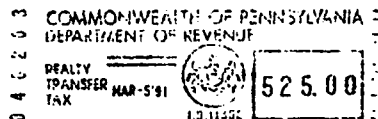
*Vern L. Tubbs*  
Vern L. Tubbs  
*Lois A. Tubbs*  
Lois A. Tubbs

#### CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein is as follows:

Prisk Dairy Farms  
R.D. #2  
Curwensville, PA 16833

*L B L*  
Attorney or Agent for Grantees





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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SS:

On this, the 4th day of March, 1991, before me,  
DAVEY UGEER, the undersigned  
officer, personally appeared VERN L. TUBBS and LOIS A. TUBBS,  
husband and wife, known to me (or satisfactorily proven) to be  
the persons whose names are subscribed to the within instrument,  
and acknowledged that they executed the same for the purpose  
therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.  
My Commission Expires:

March 27, 1991

Michael R. Lytle  
Notary Public

NOTARY SEAL  
NANCY H. NEFF, NOTARY PUBLIC  
PIKE TWP., CLEARFIELD COUNTY  
MY COMMISSION EXPIRES 03/27/91  
Member, Pennsylvania Association of Notaries

CLEARFIELD COUNTY  
ENTERED IN RECORD  
TIME 11:35 AM  
BY Michael R. Lytle  
FEES 16.50  
Michael R. Lytle, Recorder

Commonwealth of Pennsylvania

County of Clearfield

SS:

RECORDED in the Office for Recording of Deeds, etc., in  
and for said County in Deed and Records Book No. 1387, Page  
473.

WITNESS my hand and official seal this 5 day of March  
1991.

Michael R. Lytle  
Recorder of Deeds

CURWENSVILLE AREA SCHOOL DISTRICT  
1% BUS. TRANSFER TAX

AMOUNT: \$ 1050.00

PAID 3-5-91 M. R. LYTLE  
Date Agent

My Commission Expires  
First Monday in January, 1992

Entered of Record Mar 5 1991 11:35 AM Michael R. Lytle, Recorder

PRISK DAIRY FARMS  
248 Hollowview Road  
Curwensville, PA 16833

EQUIPMENT LIST

<u>Item Identification</u>	<u>Serial or Model No.</u>
1. AC 7020 tractor 1978	1340
2. AC 7020 tractor 1979	3949
3. AC 6080 tractor 1981	0004101
4. AC 7040 tractor 1977	8199
5. Hesston 8400 windrower 1990 840H40603	840T00599, 840W00186,
6. NH 553 skid loader 1992 with bucket	825152
7. NH 553 skid loader 1989 with bucket	737583
8. Skid loader snowplow	
9. Skid loader tire scraper	
10. Franklin log skidder	
11. Trailer 1998 5 <sup>th</sup> wheel	FBG-20 49XFF203XW1002561
12. Vicon Spreader	
13. 1982 Ford W century sprayer 300 gal.	2FTJF36G8CCA76393
14. NH 800 manure spreader	514569
15. NH 640 round baler 1994	892226
16. 1975 Ford dump truck	F70EVW48071
17. Emco gravity box Kory-Gear	
18. Gravity box Pequea gear	3714
19. Umverferth gravity box & gear	A3586145
20. NH blower	
21. Slurystore spreader	
22. Econo trailer	
23. Winco generator 30kw	63099A8
24. Win power generator 20kw	35/20PT3J
25. Hawk Bilt Fertilizer spreader	
26. AC 7 ft. Trail mower	42307
27. Gehl 1560 forage blower	10956
28. Vicon 3 pt. Wheel rake	4400401387
29. NH OD 100 Disk	10141
30. Truck auger hydra	1-9946
31. Ac 6 bottom plow Hydra Reset	371104-529
32. Kewanee 7 ft. scraper blade	188
33. Kuhn GA 3000 M rake 3 pt.	951024
34. Kewanee roller harrow	
35. Dunham Lehr chisel plow 12 shank	002984
36. Pequea tedder	
37. 20.8 x 38 dual wheels	
38. Post hole digger	
39. Miles welder	

EXHIBIT 17

40. 4 barn fans		
41. Creep feeder		
42. 3 Round bale feeders		
43. 1975 GMC truck with manure tank	TDH925V561283	
44. 2 Feeders		
45. Filson squeeze chute		
46. Livestock scales	92450	
47. Shop tools		
48. AC Gleamer combine grain plat. 4 row & 4rn corn head		10276
49. Bale King hay wagon		
50. NI 4 row corn planter	2340	
51. MF 424 grain drill 18 hoe single disk	000243	
52. Shaver post driver		
53. 2 grain aireators		
54. Coachman popup camper		
55. GMC tractor	1GDT9L4J5CV572627	
56. Great Dane alum. Manure tander	14951	
57. 1989 Ford	2FDKF38M2KCB16419	
58. 1989 Dodge	1B7KM2689KS100093	
59. 15' Coleman canoe		
60. Hay elevator		
61. 1 large harvestore		
62. 1 small harvestore		
63. 1 large bulk milk tank		
64. 1 small bulk milk tank		
65. Milking equipment and system		
66. 12 milkers		
A. O. Smith tank spreader		
67. New Holland 28 blower		
68. Grain wagon (green)		
69. Truck camper		
70. Truck cap		
71. Office trailer		
72. 12 head of livestock		

**JOHN SUGHRUE**  
**Attorney at Law**

Phone (814) 765-1704

23 North Second Street  
Clearfield, PA 16830

Fax (814) 765-6959

*Hand Delivered: 1/11/06*

January 10, 2006

Chris A. Pentz Esquire  
207 E. Market St.  
Clearfield, PA 16830

RE: Prisk Dairy Farms  
Transfer of Kenneth Prisk Electric Service to an account in the name of  
Mr. & Mrs. Kenneth Prisk

Dear Chris,

As you know, the Court has ruled that Mr. Kenneth Prisk did in fact withdraw from the partnership. Presently he resides on partnership property and the electric service to his house is being billed to the partnership.

Please accept this letter as notice to your client as follows;

1. He shall, on or before, January 23, 2006, transfer the meter/account to his name and request a final reading of the meter from Unilec. If he does not, Unilec has been directed, copy enclosed, on January 24, 2006, to take a final reading and discontinue the service;
2. He shall vacate partnership property where he is residing on or before March 31, 2006. If he does not do so, action will be taken to evict him;
3. Your client has, by his conduct, caused damage to partnership property, used equipment without authority and generally been disruptive. My clients are concerned that your client represents a danger to them and do not desire to engage him in any regard. As a result, he is advised that he does not have any right or privilege to enter any of the property or buildings of the partnership or to possess or utilize any equipment, tools or other property of the partnership except for the dwelling where he is living, described above. Any and other all rights, privileges, consents or representations to him are withdrawn;

My clients regret that this action is necessary, but presently believe that they have no alternative. If your client trespasses, he will be treated as a trespasser and reported to the police.

This notice is being given to you as attorney of record for Mr. Kenneth Prisk. If you are not authorized to accept it, kindly advise me and I will have him served directly. Obviously, I would not contact your client without your knowledge. If I do not hear from you indicating non-authority, I will assume that you have passed this notice on to your client.

Very truly yours,

John Sughrue

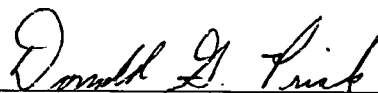
JS/kg  
cc: Prisk Dairy Farms

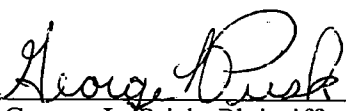
**EXHIBIT 18**

**VERIFICATION**

We, Donald G. Prisk and George L. Prisk, Plaintiffs, verify that the statements made in this COMPLAINT are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: 8-14, 2006

  
\_\_\_\_\_  
Donald G. Prisk, Plaintiff

  
\_\_\_\_\_  
George L. Prisk, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101853  
NO: 06-1309-CD  
SERVICE # 1 OF 1  
COMPLAINT IN EQUITY & PRELIMINARY ORDER

PLAINTIFF: GEORGE L. PRISK and DONALD G. PRISK ind jointly & as general partners  
of PRISK DAIRY FARMS, A general partnership

vs.

DEFENDANT: KENNETH B. PRISK ind. & as a former general partner of PRISK DAIRY FARMS

SHERIFF RETURN

NOW, August 23, 2006 AT 9:48 AM SERVED THE WITHIN COMPLAINT IN EQUITY & PRELIMINARY ORDER ON  
KENNETH B. PRISK ind & as a former general partner of PRISK DAIRY FARMS DEFENDANT AT 2205 WATTS  
ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KENNETH PRISK JR., SON  
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EQUITY & PRELIMINARY ORDER AND  
MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

FILED  
8/23/06  
AUG 29 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SUGHRUE	8882	10.00
SHERIFF HAWKINS	SUGHRUE	8882	23.73

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Maury H. Harris*

Chester A. Hawkins  
Sheriff

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

GEORGE L. PRISK and DONALD G. PRISK,  
individually, jointly, and as General Partners of  
PRISK DAIRY FARMS, a General  
Partnership,

Plaintiffs,

v.

KENNETH B. PRISK, individually and as a  
former General Partner of PRISK DAIRY  
FARMS,

Defendant.

CIVIL DIVISION

No. 2006-1309-CD

**PRAECIPE FOR ENTRY OF  
APPEARANCE**

Filed on Behalf of Defendant  
Kenneth B. Prisk

Counsel of Record:

Kevin P. Allen  
PA I.D. No. 76426

Jerri Ryan Kent  
PA I.D. No. 80039

THORP REED & ARMSTRONG, LLP  
One Oxford Centre  
301 Grant Street, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219-1425  
(412) 394-2374

**FILED** *no cc*  
*m/jr/9/13/06*  
**SEP 13 2006** *Copy to CIA*  
William A. Shaw  
Prothonotary/Clerk of Courts

GEORGE L. PRISK and DONALD G. PRISK, ) CIVIL DIVISION  
individually, jointly, and as General Partners of )  
PRISK DAIRY FARMS, a General Partnership, )  
)  
Plaintiffs, )  
v. ) No. 2006-1309-CD  
)  
KENNETH B. PRISK, individually and as a )  
former General Partner of PRISK DAIRY )  
FARMS, )  
)  
Defendant. )

## 00737612.DOC



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 11 day of September 2006, a true and correct copy of the foregoing **PRAECIPE FOR ENTRY OF APPEARANCE** was served upon the following individuals via facsimile and U.S. Mail, postage prepaid:

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830  
FAX: 814-765-6959  
*Attorney for Plaintiffs*

A handwritten signature in black ink, appearing to be 'JS', is written over a horizontal line.

VA

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

GEORGE L. PRISK and DONALD G. PRISK,  
individually, jointly, and as General Partners of  
PRISK DAIRY FARMS, a General  
Partnership,

CIVIL DIVISION

Plaintiffs,

No. 2006-1309-CD

v.

KENNETH B. PRISK, individually and as a  
former General Partner of PRISK DAIRY  
FARMS,

**MOTION FOR CONTINUANCE**

Defendant.

Filed on Behalf of Defendant  
Kenneth B. Prisk

Counsel of Record:

Kevin P. Allen  
PA I.D. No. 76426

Jerri Ryan Kent  
PA I.D. No. 80039

THORP REED & ARMSTRONG, LLP  
One Oxford Centre  
301 Grant Street, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219-1425  
(412) 394-2374

**FILED** *ice*  
*m 11:04:40 AM*  
SEP 14 2006 *Ang*  
*CR*

William A. Shaw  
Prothonotary/Clerk of Courts

GEORGE L. PRISK and DONALD G. PRISK, ) CIVIL DIVISION  
individually, jointly, and as General Partners of )  
PRISK DAIRY FARMS, a General Partnership, )  
)  
Plaintiffs, )  
v. ) No. 2006-1309-CD  
)  
KENNETH B. PRISK, individually and as a )  
former General Partner of PRISK DAIRY )  
FARMS, )  
)  
Defendant. )

Defendant, Kenneth B. Prisk (“Defendant”), submits the following Motion for Continuance.

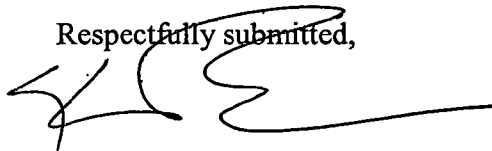
- 00738250.DOC

6. On September 12, 2006, in a telephone conversation with counsel for the plaintiff, Attorney John Sughrue graciously consented to a postponement of the injunction hearing until a date in approximately mid-October, subject, of course, to Court approval. A copy of a letter from Defendant's counsel confirming that conversation is attached as Exhibit B.

WHEREFORE, Defendant requests a postponement of the injunction hearing until a date convenient for the Court in mid-October 2006.

Dated: September 13 2006

Respectfully submitted,



Kevin P. Allen  
PA I.D. No. 76426

Jerri Ryan Kent  
PA I.D. No. 80039

THORP REED & ARMSTRONG, LLP  
One Oxford Centre  
301 Grant Street, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219-1425  
(412) 394-2323

Counsel for Defendant

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

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

GEORGE L. PRISK and  
DONALD G. PRISK, individually,  
jointly and as General Partners  
of PRISK DAIRY FARMS,  
a General Partnership,

Plaintiffs,

vs.

KENNETH B. PRISK, individually  
and as a former General Partner  
of PRISK DAIRY FARMS,  
Defendant.

AUG 22 2006

Attest.  
No. 2006-1309-CD

*William A. Brown*  
Prothonotary/  
Clerk of Courts

**PRELIMINARY ORDER**

AND NOW, this 22 day of August, 2006, upon consideration of Civil Action filed by the Plaintiffs for a Preliminary Injunction, Count III of the Complaint. It is ordered as follows:

1. A RULE shall be and is hereby issued directed to Kenneth B. Prisk, to Show Cause, if any, why the Prayer for Preliminary as set forth in Count III in the Complaint filed in the above-captioned matter should not be granted;

2. This RULE IS RETURNABLE for Answer only to Count III of said Complaint on the 22<sup>nd</sup> day of September, 2006;

3. HEARING on the issue of whether or not a Preliminary or Temporary Injunction should be entered or should not be entered shall be held on the 28<sup>th</sup> day of September, 2006 at 9:00 o'clock A.m. in Courtroom No. 1, Clearfield County Courthouse, 1 N. 2<sup>nd</sup> Street, Clearfield, Pennsylvania, 16830

**NOTICE**

A petition or motion has been filed against you in Court. If you wish to defend against the claims set forth in the following petition, you must do so by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so, the case may proceed without you and an order for relief requested by the Petitioner or Movant. You may lose rights important to you.

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

Court Administrator's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

BY THE COURT:

*Paul J. Williams*  
JUDGE

EXHIBIT

A



Kevin P. Allen  
Direct Dial 412 394 2374  
Email: kallen@thorpreed.com

ATTORNEYS AT LAW SINCE 1895

VIA FACSIMILE AND MAIL

John Sughrue, Esq.  
23 North Second Street  
Clearfield, PA 16830

September 13, 2006

Re: George L. Prisk and Donald G. Prisk v. Kenneth B. Prisk  
No. 2006-1309-CD

Dear Mr. Sughrue:

This letter follows our conversation of September 12, 2006. During that conversation, you graciously consented to a postponement of the injunction hearing currently scheduled for September 28, 2006 until a date in approximately mid-October. You also agreed to extend the time for the Defendant to respond to the Complaint until September 30, 2006.

I appreciate your cooperation in this matter and I look forward to working with you.

Very truly yours,

Kevin P. Allen

KPA/kb

cc: Jerri R. Kent, Esq.

Pittsburgh

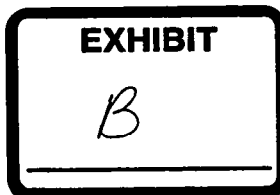
Philadelphia

Princeton

Wheeling

Thorp Reed & Armstrong, LLP  
One Oxford Centre  
301 Grant Street, 14th Floor  
Pittsburgh, PA 15219-1425  
412 394 7711  
412 394 2555 Fax

00738263 DOC



ck

) CIVIL DIVISION  
)  
)  
)  
)  
)  
) No. 2006-1309-CD

## ORDER OF COURT

AND NOW, to wit, this 14<sup>th</sup> day of September 2006, upon consideration of the within **Motion for Continuance**, it is hereby ORDERED that said Motion is GRANTED. The injunction hearing scheduled for September 28, 2006 is cancelled and rescheduled for the 27<sup>th</sup> day of October 2006. at 11:00 A.M.

BY THE COURT:

Frederick C. ..., J.

FILED  
SEP 18 2006  
9/10/46/1/EC  
Amy Allen

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/18/06

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☒ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

**FILED**

SEP 18 2006

William A. Shaw  
Prothonotary/Clerk of Courts



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 15 day of September 2006, a true and correct copy of the foregoing **MOTION FOR CONTINUANCE** was served upon the following via first class mail, postage prepaid:

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830  
FAX: 814-765-6959  
*Attorney for Plaintiffs*

A handwritten signature in black ink, appearing to be 'JS', is written over a horizontal line.

UP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

GEORGE L. PRISK and DONALD G. PRISK,  
individually, jointly, and as General Partners of  
PRISK DAIRY FARMS, a General  
Partnership,

CIVIL DIVISION

Plaintiffs,

No. 2006-1309-CD

v.

KENNETH B. PRISK, individually and as a  
former General Partner of PRISK DAIRY  
FARMS,

**PRAECIPE FOR EXPEDITED  
DISPOSITION OF  
MOTION FOR CONTINUANCE**

Defendant.

Filed on Behalf of Defendant  
Kenneth B. Prisk

Counsel of Record:

Kevin P. Allen  
PA I.D. No. 76426

Jerri Ryan Kent  
PA I.D. No. 80039

THORP REED & ARMSTRONG, LLP  
One Oxford Centre  
301 Grant Street, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219-1425  
(412) 394-2374

FILED 1cc  
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SEP 14 2006  
EK

William A. Shaw  
Prothonotary/Clerk of Courts

GEORGE L. PRISK and DONALD G. PRISK, ) CIVIL DIVISION  
individually, jointly, and as General Partners of )  
PRISK DAIRY FARMS, a General Partnership, )  
 )  
Plaintiffs, )  
v. ) No. 2006-1309-CD  
 )  
KENNETH B. PRISK, individually and as a )  
former General Partner of PRISK DAIRY )  
FARMS, )  
 )  
Defendant. )

## 00738376.DOC

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 13 day of September 2006, a true and correct copy of the foregoing **PRAECIPE FOR EXPEDITED DISPOSITION** was served upon the following via first class mail, postage prepaid:

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830  
FAX: 814-765-6959  
*Attorney for Plaintiffs*

A handwritten signature in black ink, appearing to be 'JS', is written over a horizontal line.

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

GEORGE L. PRISK and DONALD G. PRISK,  
individually, jointly, and as General Partners of  
PRISK DAIRY FARMS, a General  
Partnership,

Plaintiffs,

v.

KENNETH B. PRISK, individually and as a  
former General Partner of PRISK DAIRY  
FARMS,

Defendant.

CIVIL DIVISION

No. 2006-1309-CD

**ANSWER**

Filed on Behalf of Defendant  
Kenneth B. Prisk

Counsel of Record:

Kevin P. Allen  
PA I.D. No. 76426

Jerri Ryan Kent  
PA I.D. No. 80039

THORP REED & ARMSTRONG, LLP  
One Oxford Centre  
301 Grant Street, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219-1425  
(412) 394-2374

**FILED** <sup>No</sup>cc  
m/10:24  
SEP 22 2006 (JS)

William A. Shaw  
Prothonotary/Clerk of Courts

GEORGE L. PRISK and DONALD G. PRISK, ) CIVIL DIVISION  
individually, jointly, and as General Partners of )  
PRISK DAIRY FARMS, a General Partnership, )

GEORGE L. PRISK and DONALD G. PRISK, ) CIVIL DIVISION  
 individually, jointly, and as General Partners of )  
 PRISK DAIRY FARMS, a General Partnership, )  
 )  
 Plaintiffs, )  
 v. ) No. 2006-1309-CD  
 )  
 KENNETH B. PRISK, individually and as a )  
 former General Partner of PRISK DAIRY )  
 FARMS, )  
 )  
 Defendant. )

Defendant, Kenneth B. Prisk (“Kenneth Prisk”), submits the following Answer pursuant to Pa. R. Civ. P. 206.2 and in accordance with the Court’s Preliminary Order dated August 22, 2006. Kenneth Prisk denies that the caption of this matter is accurate, in that it characterizes Kenneth Prisk as a “former” partner of Prisk Dairy Farms.

1. Kenneth Prisk admits the averments of paragraph 1 of Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk denies that George L. Prisk and Donald G. Prisk are the only partners in Prisk Dairy Farms. Kenneth Prisk is also a partner in Prisk Dairy Farms. Kenneth Prisk admits the remaining averments of paragraph 1 of Plaintiffs' Complaint.

2. Kenneth Prisk admits the averments of paragraph 2 of Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk denies that George L. Prisk and Donald G. Prisk are the only partners in Prisk Dairy Farms. Kenneth Prisk is also a partner in Prisk

Dairy Farms. Kenneth Prisk admits the remaining averments of paragraph 2 of Plaintiffs' Complaint.

3. Kenneth Prisk admits the averments of paragraph 3 of Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk denies that he has withdrawn as a partner in Frisk Dairy Farms. Kenneth Prisk admits the remaining averments of paragraph 3.

4. Kenneth Prisk admits the averments of paragraph 4 of Plaintiffs' Complaint.

5. Kenneth Prisk admits that he, his father, and his brothers entered into a written partnership agreement dated October 1, 1972. The provisions of that written agreement speak for themselves. By way of further response, Exhibit 1 to the Complaint appears to include highlighting that, upon information and belief, was not present when the parties executed the agreement.

6. The averments of paragraph 6 of the Plaintiffs' Complaint constitute conclusions of law to which no response is required.

7. Kenneth Prisk admits the averments of paragraph 7 of the Plaintiffs' Complaint.

8. Paragraph 8 of the Plaintiffs' Complaint does not include any averments to which a response is required. To the extent that a response is deemed to be required, the provisions of the written partnership agreement speak for themselves.

9. Kenneth Prisk admits the averments of paragraph 9 of the Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk admits that Prisk Dairy Farms owns property in Clearfield County where it conducted partnership business. After reasonable



investigation, Kenneth Prisk is without knowledge or information sufficient to form a belief as to the truth of any remaining averments of paragraph 9. Accordingly, Kenneth Prisk denies those averments and demands strict proof thereof at the time of trial.

10. Kenneth Prisk denies the averments of paragraph 10 of the Plaintiffs' Complaint. Kenneth Prisk denies that he withdrew as a partner in Prisk Dairy Farms by virtue of the document attached to the Complaint as Exhibit 6. The letter attached to the Complaint as Exhibit 6 is unsigned by Kenneth Prisk, or by anyone else. That letter is inadmissible pursuant to Pa. R. Evid. 408. Moreover, the provisions of the letter speak for themselves. The letter merely makes reference, in addition to other items, to an intention, as of the date of the letter, to withdraw from the partnership sixty days in the future. Kenneth Prisk, however, did not withdraw from the partnership sixty days after July 23, 2004.

11. After reasonable investigation, Kenneth Prisk is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 11 of the Plaintiffs' Complaint. Accordingly, those averments are denied and strict proof thereof is demanded at the time of trial.

12. After reasonable investigation, Kenneth Prisk is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 12 of the Plaintiffs' Complaint. Accordingly, those averments are denied and strict proof thereof is demanded at the time of trial. By way of further response, Kenneth Prisk incorporates by reference paragraphs 1-3, and 10 of his Answer.

13. Kenneth Prisk admits that this Court entered the Order dated December 15, 2005 in the matter pending in this Court at No. 04-2002-CD. Kenneth Prisk denies that that Order

constitutes any final adjudication as alleged in paragraph 13 of the Plaintiffs' Complaint. Rather, the December 15 Order is interlocutory and was entered only after an abbreviated proceeding on a tangential matter in that separate action.

### **COUNT I**

14. Kenneth Prisk incorporates by reference paragraphs 1 through 13 of his Answer.

15. The averments of paragraph 15 of the Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Kenneth Prisk denies the averments of paragraph 15 and incorporates by reference his responses to paragraphs 10, 12 and 13 of the Plaintiffs' Complaint.

16. The averments of paragraph 16 of the Plaintiffs' Complaint refer to a document, the provisions of which speak for themselves. Kenneth Prisk denies that he has withdrawn as a partner from the partnership.

17. The averments of paragraph 17 of the Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is deemed to be required, Kenneth Prisk denies the averments of paragraph 17.

WHEREFORE, Kenneth Prisk requests that the Court enter judgment in his favor and against the Plaintiffs, all at the Plaintiffs' cost.

### **COUNT II**

18. Kenneth Prisk incorporates by reference paragraphs 1 through 17 of his Answer.

19. Kenneth Prisk denies the averments of paragraph 19 of the Plaintiffs' Complaint. Kenneth Prisk denies that he has withdrawn as a partner from the partnership. Accordingly, Kenneth Prisk demands strict of the averments of paragraph 19 at the time of trial.

20. The averments of paragraph 20 of the Plaintiffs' Complaint refer to a document, the provisions of which speak for themselves.

21. Kenneth Prisk admits the averments of paragraph 21 of the Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk admits that the Plaintiffs' lawyer sent the letter attached as Exhibit 9 to the Complaint. Kenneth Prisk denies that he withdrew from the partnership. Consequently, Kenneth Prisk returned the check referenced in paragraph 21.

22. Kenneth Prisk admits the averments of paragraph 22 of the Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk denies that he withdrew from the partnership. Kenneth Prisk admits that he returned to the Plaintiffs the checks referenced in paragraph 22. Kenneth Prisk incorporates by reference paragraph 21 of his Answer.

23. Kenneth Prisk admits the averments of paragraph 23 of the Plaintiffs' Complaint.

24. After reasonable investigation, Kenneth Prisk is without knowledge and information sufficient to form a belief as to the truth of the averments of paragraph 24 of the Plaintiffs' Complaint. Accordingly, Kenneth Prisk denies those averments and demands strict proof thereof at the time of trial. By way of further response, Kenneth Prisk denies that he has withdrawn as a partner in the partnership.

25. The averments of paragraph 25 of the Plaintiffs' Complaint refer to a document, the provisions of which speak for themselves. By way of further response, Kenneth Prisk denies

that the value of his capital account should have been negative \$23,427. Plaintiffs' reached that calculation through violations of their fiduciary duties, including deducting from Kenneth Prisk's capital account payments that were to be made to Kenneth Prisk from the profits of the partnership pursuant to the partnership agreement amendment dated January 1, 1999.

26. After reasonable investigation, Kenneth Prisk is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 26 of the Plaintiffs' Complaint. Accordingly, Kenneth Prisk denies those averments and demands strict proof thereof at the time of trial. Kenneth Prisk incorporates by reference paragraph 25 of his Answer. To the extent that the averments constitute conclusions of law, no response is required.

27. Kenneth Prisk denies the averments of paragraph 27 of the Plaintiffs' Complaint. Kenneth Prisk denies that he has withdrawn from the partnership.

28. Kenneth Prisk denies the averments of paragraph 28 of the Plaintiffs' Complaint. Kenneth Prisk denies that he has withdrawn from the partnership.

29. Kenneth Prisk denies the averments of paragraph 29 of the Plaintiffs' Complaint. Kenneth Prisk denies that he has withdrawn from the partnership. After reasonable investigation, Kenneth Prisk is without knowledge or information sufficient to form a belief as to the truth of the remaining averments of paragraph 29. Accordingly, Kenneth Prisk denies those averments and demands strict proof thereof at the time of trial.

30. Kenneth Prisk admits the averments of paragraph 30 of the Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk denies that he has withdrawn from the

partnership. Kenneth Prisk admits that he has refused to accept the payment that the Plaintiffs have proffered to him based on their assertion that he has withdrawn from the partnership.

WHEREFORE, Kenneth Prisk requests that the Court enter judgment in his favor and against the Plaintiffs, all at the Plaintiffs' cost.

### **COUNT III**

31. Kenneth Prisk incorporates by reference paragraphs 1 through 30 of his Answer.

32. The averments of paragraph 32 of the Plaintiffs' Complaint constitute conclusions of law to which no response is required. The averments of paragraph 32 also refer to deeds, the provisions of which speak for themselves. Kenneth Prisk denies that paragraph 32 of the Complaint accurately recites the terms of the deed. For instance, the "Grantees" listed in Exhibit 13 are "George L. Prisk, Donald G. Prisk, and Kenneth B. Prisk," without any reference to the partnership. Moreover, Exhibits 14, 15 and 16 convey the properties to the parties in this action "as joint tenants with the right of survivorship" in addition to a separate reference to the parties as partners in the partnership. Accordingly, Kenneth Prisk incorporates by reference the terms of the deeds themselves and denies the averments of paragraph 32 to the extent that those averments conflict with or contradict the terms of the deeds.

33. Kenneth Prisk admits the averments of paragraph 33 of the Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk admits that Exhibit 17 lists equipment the partnership owned. In 2004, the parties reached an agreement to divide ownership of much of the listed equipment. However, the Plaintiffs later repudiated that agreement.

34. The averments of paragraph 34 of the Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is deemed to be required,

Kenneth Prisk admits the averments of paragraph 34 in part and denies those averments in part. Kenneth Prisk admits that he resides at 2205 Watts Road. Kenneth Prisk incorporates by reference his response to paragraph 32 of the Complaint. Kenneth Prisk denies that he is a trespasser or that he has damaged partnership property. Kenneth Prisk admits to the use of a welder on one occasion to repair a snowplow. Kenneth Prisk used the welder with the knowledge and acquiescence of George Prisk. By way of further response, the Plaintiffs also make their residences in properties that the Plaintiffs contend are purely partnership properties.

35. The averments of paragraph 35 of the Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is deemed to be required, Kenneth Prisk denies the averments of paragraph 35. Kenneth Prisk incorporates by reference his response to paragraph 32 of the Complaint. By way of further response, the Plaintiffs also make their residences in properties that the Plaintiffs contend are purely partnership properties.

36. Kenneth Prisk admits the averments of paragraph 36 of the Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk admits that the Plaintiffs' attorney authored the letter attached as Exhibit 18. Kenneth Prisk denies that he withdrew as a partner from the partnership. Kenneth Prisk denies that the demands made in Exhibit 18 are appropriate. Moreover, the Plaintiffs continue to reside on properties that the Plaintiffs contend are purely partnership properties.

37. Kenneth Prisk admits the averments of paragraph 37 of the Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk admits that he resides at 2205 Watts Road. Kenneth Prisk admits that his own brothers have demanded that he vacate his residence while his brothers continue to occupy properties that his brothers claim are purely partnership

properties. Kenneth Prisk incorporates by reference paragraph 34 of his Answer. To the extent that the averments of paragraph 37 include conclusions of law, no response to those averments is required.

38. Kenneth Prisk admits the averments of paragraph 38 of the Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk denies that he has withdrawn from the partnership. Kenneth Prisk denies that Plaintiffs, his brothers, "out of necessity continue to support and subsidize" Kenneth Prisk. Kenneth Prisk admits that the partnership pays for the utilities, insurance, and taxes for the residences of all the parties, including the Plaintiffs as well as the Defendant.

39. Kenneth Prisk admits the averments of paragraph 39 of the Plaintiffs' Complaint in part and denies those averments in part. Kenneth Prisk admits that he resides at 2205 Watts Road. Kenneth Prisk admits that his own brothers have demanded that he vacate his residence while his brothers continue to occupy properties that his brothers claim are purely partnership properties. Kenneth Prisk incorporates by reference paragraph 34 of his Answer. To the extent that the averments of paragraph 39 include conclusions of law, no response to those averments is required.

40. The averments of paragraph 40 of the Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is deemed to be required, Kenneth Prisk denies the averments of paragraph 40. Kenneth Prisk denies that the Plaintiffs are entitled to the relief that they request.

41. The averments of paragraph 41 of the Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is deemed to be required, Kenneth Prisk denies the averments of paragraph 41.

42. The averments of paragraph 42 of the Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is deemed to be required, Kenneth Prisk denies the averments of paragraph 42.

WHEREFORE, Kenneth Prisk requests that the Court enter judgment in his favor and against the Plaintiffs, all at the Plaintiffs' cost.

**NEW MATTER**

43. The Plaintiffs' claims are barred by estoppel.

44. The Plaintiffs' claims are barred by failure of consideration.

45. The Plaintiffs' claims are barred by fraud.

46. The Plaintiffs' claims are barred by laches.

47. The Plaintiffs' claims are barred because of the Plaintiffs' unclean hands.

48. Pursuant to Pa. R. Civ. P. 1019(g), Kenneth Prisk incorporates by reference his First Amended Complaint in the action pending in this Court at No. 04-2002-CD.

49. Pennsylvania's Uniform Partnership Act provides "a partner is co-owner with his partners of specific partnership property, holding as a tenant in partnership."

50. After July 26, 2004, the Plaintiffs received no writing pursuant to which Kenneth Prisk declared his withdrawal from the partnership.



51. The letter attached to the Complaint as Exhibit 6 is unsigned.

52. The letter attached to the Complaint as Exhibit 6 is unsigned by Kenneth Prisk.

53. The Plaintiffs have never received any writing, signed by Kenneth Prisk, that authorized Christopher Pentz to assign, grant, surrender, or release any estate or interest that Kenneth Prisk holds in real property.

54. The Plaintiffs have never seen any writing, signed by Kenneth Prisk, that authorized Christopher Pentz to assign, grant, surrender, or release any estate or interest that Kenneth Prisk holds in real property.

55. Neither Plaintiff has ever seen or received any writing, signed by Kenneth Prisk, pursuant to which Kenneth Prisk agreed to assign, grant, surrender, or release any estate or interest that he holds in real property.

56. The Plaintiffs' claims are barred by the statute of frauds.

57. George L. Prisk makes his residence on property that the Plaintiffs contend is partnership property.

58. Donald G. Prisk makes his residence on property that the Plaintiffs contend is partnership property.

59. Prisk Dairy Farms pays the utilities, insurance and taxes for the properties where the Plaintiffs reside.

Respectfully submitted,

Dated: September 21, 2006

A handwritten signature in black ink, appearing to be 'K. Allen', written over a horizontal line.

Kevin P. Allen  
PA I.D. No. 76426

Jerri Ryan Kent  
FA I.D. No. 80039

THORP REED & ARMSTRONG, LLP  
One Oxford Centre  
301 Grant Street, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219-1425  
(412) 394-2323

Counsel for Defendant

VERIFICATION

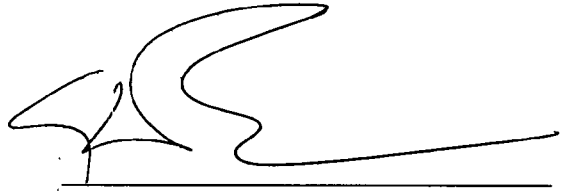
I, Kenneth B. Prisk, verify that the statements of fact made in the foregoing Answer are true and correct to the best of my knowledge, or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Kenneth B Prisk

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 21<sup>st</sup> day of September 2006, a true and correct copy of the foregoing **ANSWER** was served upon the following via first class mail, postage prepaid:

John Sughrue, Esquire  
23 North Second Street  
Clearfield, PA 16830  
FAX: 814-765-6959  
*Attorney for Plaintiffs*

A handwritten signature in black ink, appearing to be 'John Sughrue', is written over a horizontal line.

**FILED**

**SEP 22 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

GEORGE L. PRISK and  
DONALD G. PRISK, individually,  
jointly and as General Partners  
of PRISK DAIRY FARMS,  
a General Partnership,

Plaintiffs,

vs.

KENNETH B. PRISK, individually  
and as a former General Partner  
of PRISK DAIRY FARMS,  
Defendant.

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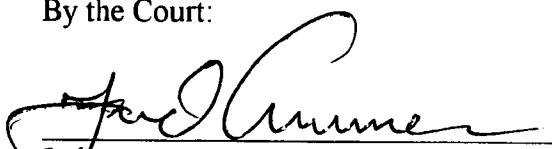
No. 2006-1309-CD

**FILED** <sup>acc</sup>  
0/9:32/2006 <sup>Atty</sup>  
SEP 29 2006 <sup>Sighrue</sup>  
William A. Shaw <sup>CR</sup>  
Prothonotary/Clerk of Courts

**ORDER**

AND NOW, this 28 day of Sept., 2006, upon consideration of Motion by Plaintiff to continue hearing scheduled for October 27, 2006 at 11:00 a.m., it appearing to the Court that Plaintiff's counsel has a conflict and that Defense counsel does not have any objection to a continuance, it is ORDERED that said hearing shall be and is hereby continued and is hereby rescheduled for November 17, 2006 at 11:00 o'clock A.m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

By the Court:

  
Judge

FILED

SEP 29 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/29/06

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

GEORGE L. PRISK and  
DONALD G. PRISK, individually,  
jointly and as General Partners  
of PRISK DAIRY FARMS,  
a General Partnership

Plaintiffs,

vs.

KENNETH B. PRISK, individually  
and as a former General Partner  
of PRISK DAIRY FARMS,  
Defendant.

No. 2006-1309-C.D.

Type of Case: **CIVIL ACTION, AT LAW  
AND IN EQUITY**

Type of Pleading: **MOTION FOR  
CONTINUANCE OF HEARING**

Filed on Behalf of: **PLAINTIFFS**

**Counsel of Record for this Party:**

John Sughrue, Esq.  
Supreme Court No. 01037  
23 North Second Street  
Clearfield, PA 16830  
Phone: (814) 765-1704  
Fax: (814) 765-6959

**Other Counsel of Record:**

Kevin P. Allen, Esq.  
PA I.D. No. 76426  
THORP REED & ARMSTRONG, LLP  
One Oxford Centre  
301 Grant Street, 14<sup>th</sup> Floor  
Pittsburgh, PA 15219-1425  
Phone: (412) 394-2374  
Fax: (412) 394-2555

**FILED**

SEP 27 2006

William A. Shaw  
Prothonotary/Clerk of Courts

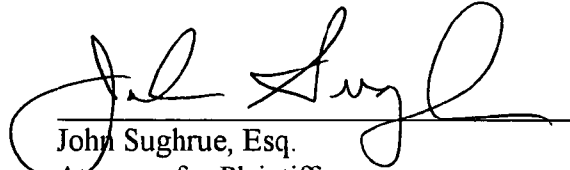
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**VERIFICATION**

I, John Sughrue, Attorney for Plaintiffs, verify that the statements made in this MOTION FOR CONTINUANCE OF HEARING are based on information received and are true and correct to the best of my information, knowledge and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: September 27, 2006

  
John Sughrue, Esq.  
Attorney for Plaintiffs

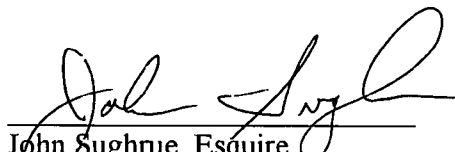
**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on September 27, 2006, I caused a true and correct copy of MOTION FOR CONTINUANCE OF HEARING and PROPOSED ORDER on the following and in the manner indicated below:

**By United States Mail, First Class, Postage Prepaid**  
**Addressed and Facsimile as Follows:**

Kevin Allen, Esquire  
Thorp Reed & Armstrong, LLP  
One Oxford Centre  
301 Grant St.  
Pittsburgh, PA 15219-1425

Date: September 27, 2006

  
\_\_\_\_\_  
John Sughrue, Esquire  
Attorney for Plaintiffss

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

GEORGE L. PRISK and  
DONALD G. PRISK, individually,  
jointly and as General Partners  
of PRISK DAIRY FARMS,  
a General Partnership  
Plaintiffs,

vs.

KENNETH B. PRISK, individually  
and as a former General Partner  
of PRISK DAIRY FARMS,  
Defendant.

No. 2006-1309-C.D.

Type of Case: **Civil Action, At Law  
and in Equity**

Type of Pleading: **Joint Motion For  
Continuance**

Filed on Behalf of: **Plaintiffs and Defendant**

**Counsel of Record for this Party:**

John Sughrue, Esq.  
Supreme Court No. 01037  
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Phone: (814) 765-1704  
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**Other Counsel of Record:**

Kevin P. Allen, Esq.  
PA I.D. No. 76426  
THORP REED & ARMSTRONG, LLP  
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Pittsburgh, PA 15219-1425  
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**FILED**

1:04 p.m. CK  
NOV 07 2006

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William A. Shaw  
Prothonotary/Clerk of Courts

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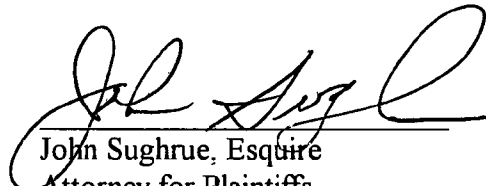
**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on November 7, 2006, I caused a true and correct copy of MOTION FOR CONTINUANCE and PROPOSED ORDER on the following and in the manner indicated below:

**By United States Mail, First Class, Postage Prepaid**  
**Addressed and Facsimile as Follows:**

Kevin Allen, Esquire  
Thorp Reed & Armstrong, LLP  
One Oxford Centre  
301 Grant St.  
Pittsburgh, PA 15219-1425

Date: November 7, 2006

  
John Sughrue, Esquire  
Attorney for Plaintiffs

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

GEORGE L. PRISK and  
DONALD G. PRISK, individually,  
jointly and as General Partners  
of PRISK DAIRY FARMS,  
a General Partnership,  
Plaintiffs,

vs.

KENNETH B. PRISK, individually  
and as a former General Partner  
of PRISK DAIRY FARMS,  
Defendant.

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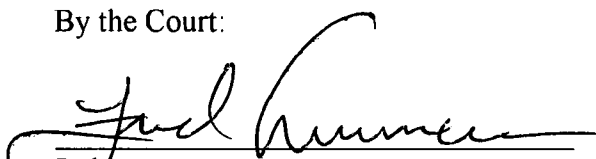
No. 2006-1309-CD

**ORDER**

AND NOW to wit, this 7 day of November, 2006, upon Joint Motion of the parties, it appearing that continuance of hearing scheduled for November 17, 2006 at 11:00 a.m., is appropriate, it is ordered as follows:

1. That hearing scheduled for Thursday, November 17, 2006 at 11:00 a.m., shall be and is hereby continued indefinitely;
2. That said hearing shall be rescheduled by the Court Administrator upon either the joint request of the parties or the individual request of one of the parties.

By the Court:

  
Judge

FILED

NOV 07 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/7/06

☐ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

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

GEORGE L. PRISK and DONALD G. PRISK,  
individually, jointly, and as General Partners of  
PRISK DAIRY FARMS, a General Partnership,

Plaintiffs,

v.

KENNETH B. PRISK, individually and as a former  
General Partner of PRISK DAIRY FARMS,

Defendant.

No. 2006-1309-CD

**PRAECIPE TO SETTLE AND  
DISCONTINUE**

Filed on Behalf of Defendant  
Kenneth B. Prisk

Counsel of Record:

Kevin P. Allen  
PA I.D. No. 76426

Jerri Ryan Kent  
PA I.D. No. 80039

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Pittsburgh, PA 15219-1425  
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**FILED**

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William A. Shaw  
Notary Public/Clerk of Courts

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

GEORGE L. PRISK and DONALD G. PRISK,  
individually, jointly, and as General Partners of  
PRISK DAIRY FARMS, a General Partnership,

Plaintiffs,

v.

KENNETH B. PRISK, individually and as a former  
General Partner of PRISK DAIRY FARMS,

Defendant.

) CIVIL DIVISION

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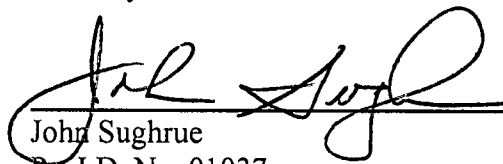
**PRAECIPE TO SETTLE AND DISCONTINUE**

To the Prothonotary:

KINDLY mark the docket in the above-captioned matter SETTLED AND  
DISCONTINUED with prejudice, with each party to bear its own costs.



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Attorney for Plaintiffs



FILED  
APR 30 2008  
William A. Shaw  
Prothonotary/Clerk of Courts