

08-20-CD

Ardent Res. Vs Daniel Frailey at

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

ARDENT RESOURCES, INC.,
a corporation, : No. 2008-20-CD
Plaintiff :
vs. : Type of Case: Civil
DANIEL V. FRAILEY, an individual, : Type of Pleading: Entry of Appearance
KERRY L FRAILEY, an individual, :
t/d/b/a FRAILEY FARMS and FRAILEY :
FARMS, formerly a partnership, now : Filed on Behalf of: Defendants
FRAILEY FARMS, LLC :
Defendants :
: Counsel for Defendants:
: Ann B. Wood, Esquire
: Supreme Court No. 23364
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
: (814) 765-5537
: Counsel of Record for Plaintiff:
: James A. Naddeo, Esquire
: Supreme Court #06820
: Trudy G. Lumadue, Esquire
: Supreme Court #202049
: Naddeo & Lewis, LLC.
: 208 East Market Street, P.O. Box 552
: Clearfield, PA 16830
: (814) 765-1601

RECEIVED
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011-1516
William A. Shaw
Prothonotary/Clerk of Courts
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ARDENT RESOURCES, INC., :
a corporation, : No. 2007-20-CD
Plaintiff :
: :
vs. :
: :
DANIEL V. FRAILEY, an individual, :
KERRY L FRAILEY, an individual, :
t/d/b/a FRAILEY FARMS and FRAILEY :
FARMS, formerly a partnership, now :
FRAILEY FARMS, LLC :
Defendants :
:

PRAECIPE FOR APPEARANCE

TO: William A. Shaw, Prothonotary, Clerk of Courts,

Please enter my appearance on behalf of the Defendants in the above-captioned case.

BELL, SILBERBLATT & WOOD
By

Date: Feb. 13, 2008

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendants

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

ARDENT RESOURCES, INC.,	:	
a corporation,	:	No. 2007-20-CD
Plaintiff	:	
	:	
vs.	:	
	:	
DANIEL V. FRAILEY, an individual,	:	
KERRY L FRAILEY, an individual,	:	
t/d/b/a FRAILEY FARMS and FRAILEY	:	
FARMS, formerly a partnership, now	:	
FRAILEY FARMS, LLC	:	
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe for Entry of Appearance with reference to the above matter has been served upon the following attorneys for Plaintiff by mailing the same to them by United States First Class Mail, postage prepaid, addressed as follows on February 15, 2008:

James A. Naddeo, Esquire
Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC.
208 East Market Street, P.O .Box 552
Clearfield, PA 16830
Attorneys for Plaintiff

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendants

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

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, an individual,
KERRY L FRAILEY, an individual,
t/d/b/a FRAILEY FARMS and FRAILEY
FARMS, formerly a partnership, now
FRAILEY FARMS, LLC

Defendants

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FEB 15 2008
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1 CERT. TO ANN
William A. Shaw
Prothonotary/Clerk of Courts

Type of Case: Civil

Type of Pleading: Preliminary Objections

Filed on Behalf of: Defendants

Counsel for Defendants:

Ann B. Wood, Esquire
Supreme Court No. 23364

Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

(814) 765-5537

Counsel of Record for Plaintiff:

James A. Naddeo, Esquire
Supreme Court #06820

Trudy G. Lumadue, Esquire
Supreme Court #202049

Naddeo & Lewis, LLC.
208 East Market Street, P.O .Box 552
Clearfield, PA 16830
(814) 765-1601

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

ARDENT RESOURCES, INC.,	:	
a corporation,	:	No. 2007-20-CD
Plaintiff	:	
	:	
vs.	:	
	:	
DANIEL V. FRAILEY, an individual,	:	
KERRY L FRAILEY, an individual,	:	
t/d/b/a FRAILEY FARMS and FRAILEY	:	
FARMS, formerly a partnership, now	:	
FRAILEY FARMS, LLC	:	
Defendants	:	

NOTICE TO PLEAD

TO: Ardent Resources, Inc., Plaintiff

You are hereby notified to file a written response to the enclosed Preliminary Objections within twenty (20) days from service hereof or a judgment may be entered against you.

BELL, SILBERBLATT & WOOD
BY:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendants

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

ARDENT RESOURCES, INC.,	:	
a corporation,	:	No. 2007-20-CD
Plaintiff		:
vs.		:
DANIEL V. FRAILEY, an individual,	:	
KERRY L FRAILEY, an individual,	:	
t/d/b/a FRAILEY FARMS and FRAILEY	:	
FARMS, formerly a partnership, now	:	
FRAILEY FARMS, LLC	:	
Defendants		:

DEFENDANTS' PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

The Defendants, Daniel V. Frailey, individually, and Kerry L. Frailey, individually, t/d/b/a Frailey Farms and Frailey Farms, formerly a partnership, now Frailey Farms, LLC., by and through their attorney, Ann B. Wood, Esquire, preliminarily object to Defendants' Complaint as follows:

I. Preliminary Objection Raising Insufficient specificity of a pleading pursuant to Pa.R.C.P. No. 1028(a)(3).

1. Paragraph 6 of Plaintiff's Complaint alleges ownership of a certain parcel located in Chest Township, Clearfield County, Pennsylvania.
2. Paragraph 7 of Plaintiff's Complaint identifies a certain Oil & Gas Lease dated December 28, 2006, a copy of which is attached as Exhibit "A".
3. Paragraph 9 of Plaintiff's Complaint alleges that a well identified as Well No. 61 is proposed to be placed on the leased property presumably described in Paragraph 6 under lease described in Paragraph 7.

4. The aforesaid Paragraphs fail to specifically identify the location of the proposed well with sufficient specificity to determine that it is, in fact, on the referenced properties as opposed to other properties owned by the Defendants or other individuals and/or other properties subject to other leases with the Plaintiff.

5. The only Well No. 61 known to the Defendants is not proposed for the subject property described by the Plaintiff in its Complaint.

WHEREFORE, the Defendants respectfully request this Honorable Court to Order the Plaintiff to file a more specific Complaint in particular, as to Paragraphs 6, 7 and 9.

II. Preliminary Objection Raising an Issue of Non-Joinder of a Necessary Party Under Pa.R.C.P. No. 1028(a)(5).

6. Plaintiff's claim is based upon the purported ownership of certain property by the Defendants as set forth in Paragraph 6 of the Complaint.

7. Plaintiff's claim is further based on claims for a certain lease with the identified Defendants, a copy of which is attached as Exhibit "A" to the Complaint.

8. The Plaintiff's failure to properly identify the property where the proposed Well No. 61 is to be located has the effect of suing pursuant to an incorrect lease which has no relationship to Well No. 61.

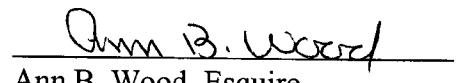
9. The purported location of Well No. 61 to the understanding of the Defendants, is pursuant to a lease with parties which may include but, are not limited to, the Defendants.

10. Pursuant to the Declaratory Judgment Act, 42 Pa.C.S.A. §7540(a), in order to pursue a declaratory judgment action, all person who have or claim an interest which would be affected by the declaration shall be joined in the proceeding.

11. The proper owners and lessees of the actual proposed location for Well No. 61 are necessary and indispensable parties to this action and, their absence requires that the Complaint be dismissed.

WHEREFORE, the Defendants respectfully request that their Preliminary Objections be sustained and the Plaintiff's Complaint be dismissed.

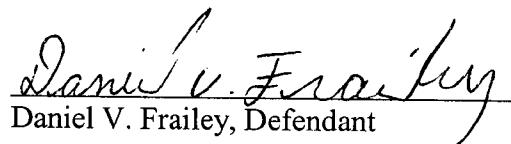
Respectfully submitted,
BELL, SILBERBLATT & WOOD
By:

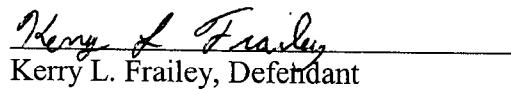

Ann B. Wood, Esquire
Attorney for Defendants

VERIFICATION

We verify that the statements made in these Preliminary Objections are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

Date: Feb. 14, 2008


Daniel V. Frailey
Daniel V. Frailey, Defendant


Kerry L. Frailey
Kerry L. Frailey, Defendant

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

ARDENT RESOURCES, INC.,	:	
a corporation,	:	No. 2007-20-CD
Plaintiff	:	
	:	
vs.	:	
	:	
DANIEL V. FRAILEY, an individual,	:	
KERRY L FRAILEY, an individual,	:	
t/d/b/a FRAILEY FARMS and FRAILEY	:	
FARMS, formerly a partnership, now	:	
FRAILEY FARMS, LLC	:	
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that a certified copy of the foregoing Preliminary Objections with reference to the above matter has been served upon the following attorneys for Plaintiff by mailing the same to them by United States First Class Mail, postage prepaid, addressed as follows on February 15, 2008:

James A. Naddeo, Esquire
Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC.
208 East Market Street, P.O .Box 552
Clearfield, PA 16830
Attorneys for Plaintiff

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendants

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

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William A. Shaw

Prothonotary/Clerk of Courts

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ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

Daniel V. Frailey, an
individual, Kerry L. Frailey,
an individual t/d/b/a Frailey
Farms, and Frailey Farms, a
Partnership,

Defendants.

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2008

No. 2007- 20 - CD

Type of Pleading:

**COMPLAINT - ACTION FOR
DECLARATORY JUDGMENT**

Filed on behalf of:

Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.

Pa I.D. 06820

&

Trudy G. Lumadue, Esq.

Pa I.D. 202049

NADDEO & LEWIS, LLC.

207 E. Market Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2007 - - CD
*
Daniel V. Frailey, an *
individual, Kerry L. Frailey, *
an individual t/d/b/a Frailey *
Farms, and Frailey Farms, a *
Partnership, *
Defendants. *

NOTICE

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

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

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2007 - - CD
*
Daniel V. Frailey, an *
individual, Kerry L. Frailey, *
an individual t/d/b/a Frailey *
Farms, and Frailey Farms, a *
Partnership, *
Defendants. *

COMPLAINT - ACTION FOR DECLARATORY JUDGMENT

NOW COMES the Plaintiff, Ardent Resources, Incorporated, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Ardent Resources, Inc. (hereinafter "Ardent"), a New York corporation, having its principal place of business at 61 McMurray Road, Suite 204, Pittsburgh, Pennsylvania 15241.

2. That Defendant, Daniel V. Frailey, is an individual who resides at 1095 Frailey Road, Irvinona, Pennsylvania 16656.

3. That Defendant, Kerry L. Frailey, is an individual who resides at 1367 Frailey Road, Irvinona, Pennsylvania 16656.

4. That Defendants Daniel V. Frailey and Kerry L. Frailey are brothers who at all times referred to herein traded

and conducted business as Frailey Farms with a principal place of business located at 1095 Frailey Road, Irvona, Pennsylvania 16656.

5. That Defendant, Frailey Farms, has a principal place of business located at 1095 Frailey Road, Irvona, Pennsylvania 16656 and is believed to be a Partnership.

6. It is believed and therefore averred that Frailey Farms is the current owner of a parcel of property consisting of 64.25 acres of land more or less situated in Chest Township, Clearfield County by deed dated February 7, 2000 being recorded in Clearfield County Deeds and Records to Instrument No. 200003362.

7. That on or about December 28, 2006, Defendants, d/b/a Frailey Farms entered into an Oil and Gas Lease with Plaintiff as the lessee. A true and correct copy of said lease agreement is attached hereto as Exhibit "A."

8. That pursuant to Paragraph 20 of the Oil and Gas Lease well locations are to be mutually agreed upon by lessor (Defendants, t/d/b/a Frailey Farms) and lessee (Plaintiff, Ardent) and that approval of well locations "shall not be unreasonably withheld" by lessor.

9. That Ardent proposed to drill a well identified as Well No. 61 (sixty-one) on the leased property and has applied

and received the necessary Department of Environmental Protection (DEP) permits.

10. That Ardent provided a copy of its DEP permit application and permit to the Defendants.

11. That Defendants will not agree to the location of Well No. 61.

12. That Ardent believes and therefore avers that Defendants are unreasonably withholding their agreement to the well location.

13. That it will be strictly for this Court to determine the interpretation of the Oil and Gas Lease entered into by Plaintiff and Defendants and in particular to determine if Defendants' withholding of an agreement for a well location is unreasonable.

WHEREFORE, Plaintiff, Ardent Resources, Inc., prays for a judgment declaring whether agreement as to the location of Well No. 61 is being unreasonably withheld by Defendants, Daniel V. Frailey and Kerry L. Frailey t/d/b/a Frailey Farms and

Frailey Farms pursuant to the Oil and Gas Lease as more particularly described herein.

Respectfully submitted by,

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

VERIFICATION

I, Murray Hartzberg, In-house Legal Counsel of Ardent Resources, Inc. verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

ARDENT RESOURCES, INC.

By:

Murray Hartzberg
In-house Legal Counsel, Ardent Resources

Dated: 12-26-07

OIL AND GAS LEASE

Case No CLFLD-06243-08

THIS AGREEMENT, made and entered into this the 05 day of December, 2006 (Effective Date) by and between Daniel V. Frailey and Kerry L. Frailey, D/B/A Frailey Farms and with a mailing address of 1095 Frailey Road, Irvinia, PA 16656 hereinafter called to as Lessor (whether one or more), and ARDENT RESOURCES, INC., of 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, hereinafter called Lessee,

WITNESSETH: that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coiled methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and /or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), all of that certain tract(s) of land situate in the Township of Chest, County of Clearfield, State of Pennsylvania and bounded substantially as follows:

On the North by lands of V. Ballarotto
 On the East by lands of G. Cunkleman
 On the South by lands of M. Varunok
 On the West by lands of C. Stiver

Tax Map No.(s) 109-F16-60

and containing, for the purpose of calculating rentals 64.25 acres of land whether actually containing more or less, and part of all of said lands is described in that certain deed to Lessor from Beverly Brink and Dale H. Brink dated 2-7-2000 recorded in Instrument 200003362, in the Recorder's Office of said County.

1. It is agreed that this lease shall remain in force for a primary term of one (1) years from the Effective Date hereof and as long thereafter as the said land is operated by Lessee in the production of oil or gas. It is expressly understood that Lessee shall maintain its rights of way as granted herein for its pipeline and other surface facilities then existing on the leased premises at the expiration or termination of this lease.

2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, in the pipe line to which said Lessee may connect its wells, a royalty of one-eighth (1/8) of native oil produced and saved from the lease premises.

(b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth (1/8) of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises.

3. Within ninety (90) days from the Effective Date hereof Lessee agrees to pay to the Lessor the sum of six hundred forty three dollars (\$643.00), commencing from the date hereof as a rental for the 12 months, subject however to the right of surrender hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinabove provided for is the chief consideration until commencement of a well. The commencement of a well whether commercially productive or unproductive shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. Lessee may, at its option, pay rentals and/or royalties quarterly or annually.

4. All payments under this lease shall be made by check or voucher to the order of Lessor and mailed to the above address until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments of rental and/or royalty are to be made according to lessor's respective interests therein, as hereafter set forth, and this lease shall

Exhibit "A"

not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.

5. Lessor reserves a total amount of 200,000 cubic feet of gas ("free gas") annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the herein described leased premises, which said amount of 2000,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the lease premises provided said gas is used with economical appliances and is measured by meter furnished by Lessor, when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the lease premises. Lessor shall request in writing from Lessee, Lessee's requirements for accepting this free gas, including but not limited to, Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessor. The regulation of such gas will be by regulators furnished by Lessor, and approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or used, the excess shall be paid for at the ~~rate charged to domestic consumers in the same area~~ ^{O. 1} ~~rate charged to domestic consumers in the same area~~ ^{K. F.} and in case of default in payment for gas used in excess of said 200,000 cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease.

6. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the lease premises shall come into dispute or litigation, or, if, in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder. Lessor pledges and covenants to execute any and all curative instruments reasonably required by Lessee in furtherance of Lessor's warranties. It is agreed that if Lessor owns an interest in the land herein described less than the entire fee simple estate, then the rentals and royalties to be paid Lessor shall be reduced proportionately.

7. If and when drilling, other operations and/or payments due hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some permit, order, rule, regulation, requisition or necessity of the government, or as the result of any other cause whatsoever beyond the control of Lessee, notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages or Regulation.

8. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, houses, buildings, and other structures placed on said premises, including the right to pull and remove all casing and tubing.

9. If the Lessee shall begin operations for the commencement of a well during the term of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.

10. Lessee shall have the right to assign this lease or any interest and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.

11. Lessee shall upon completion of the first productive well upon said lease premises, or upon any part of the leased premises being included in a unit as described in Paragraph 20 below, make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall, as prepaid royalty, make shut-in royalty payments in the amount equal to the delay rental amount described above for quarterly periods, beginning one year from the date the first productive well shall be completed until said first well shall be connected to a pipeline. In the event that production of oil, gas or their constituents is thereafter interrupted and not marketed from any well(s) capable of production for a period of twelve (12) consecutive months, Lessee shall pay to Lessor annually for each twelve (12) consecutive months shut in period as shut-in royalty income and as credit against the payment of future royalties the sum of one dollar per acre for each well(s) shut-in, which payments shall serve to maintain this Lease in full force and effect. Lessee's failure to timely and/or properly pay said shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

12. Lessee may, at any time during the term hereof, cancel and surrender this lease, in whole or in part, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the surrendered premises, by the

mailing of a notice of such surrender to Lessor or by filing a Release or Surrender of Oil and Gas Lease(s) of record describing the premises being released or surrendered, provided that Lessee shall maintain surface rights-of-way for its existing surface facilities over the surrendered lands.

13. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

14. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas machinery and fixtures placed on said premises.

15. No well shall be drilled by Lessee within 200 feet of the dwelling house or barn now on said premises, except by consent of Lessor.

16. The lease premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.

17. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations.

18. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.

19. ~~Lessor grants to the Lessee, its heirs and assigns, the right to consolidate the herein described premises or any part thereof at the option of Lessee with others to form a unit not to exceed 640 acres for the development to the same effect as if said premises together with others in the area had been jointly leased by various Lessors to the Lessee as a single undivided tract and in such event Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of one-eighth (1/8) of the oil or gas marketed from the unitized area as his acreage included therein bears to the total acreage of the unitized area, Lessee may give notice to Lessor of such consolidation by mail to the above address as by filing a declaration of record describing the properties so consolidated or unitized.~~ D.F.
K.F.

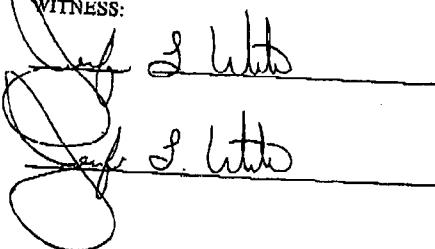
20. Location of well sites, pipelines, and roadways shall be mutually agreed upon between Lessor and Lessee. Approval of locations shall not be unreasonably withheld.

22. It is agreed that the herein leased premises will be unitized with the Alvin C. Hutton, Jr. tract shown as 109-F16-107. Lessee shall allow rights to said free gas stated in paragraph 5 to be transferred to Alvin C. Hutton, Jr. residence on said lot. 109-F16-107. ~~NO OTHER UNITIZATION SHALL BE ALLOWED WITHOUT PRIOR WRITTEN CONSENT,~~ D.F.
K.F.

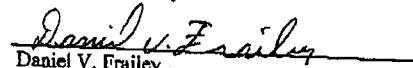
All the terms, conditions, and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

IN WITNESS WHEREOF, the lessor has/have hereunto set its/their hand(s) the day and year first above written.

WITNESS:



LESSOR: Frailey Farms by:



 Daniel V. Frailey



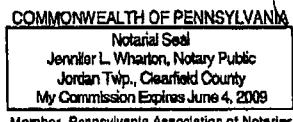
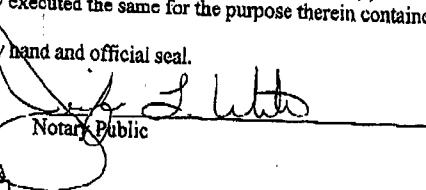
 Kerry L. Frailey

State of Pennsylvania
County of Clearfield)

On this 28th day of December, 2006 before me, the undersigned officer, personally appeared Daniel V. Frailey and Kerry L. Frailey known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

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

My commission expires: 6-4-09
SEAL

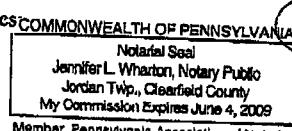
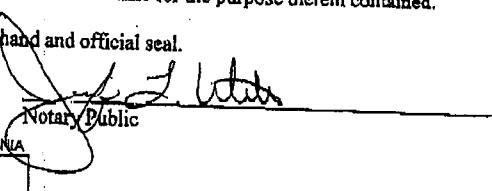
 Notary Public

State of Pennsylvania
County of Clearfield)

On this 28th day of December, 2006, before me, the undersigned officer, personally appeared Alvin C. Hutton, Jr. and Karen S. Hutton known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

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

My commission expires: 6-4-09
SEAL

 Notary Public

FORM: PAOGL TL 12-9-04

This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241
After recording please return to: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

Trudy

From: "Trudy" <trudy@naddeo.com>
To: "Trudy" <trudy@naddeo.com>
Sent: Thursday, January 03, 2008 3:55 PM
Subject: murray hartzberg

just called in and said not to file the complaint - Chris wants to read it first. Murray will call and give the go ahead on filing the complaint.

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

No. 2008 - 20 - CD

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

Type of Pleading:

AMENDED COMPLAINT

Filed on behalf of:

Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.

Pa I.D. 06820

&

Trudy G. Lumadue, Esq.

Pa I.D. 202049

NADDEO & LEWIS, LLC.

207 E. Market Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

FILED
013:3764
FEB 20 2008 Atty Naddeo
LM
William A. Shaw
Prothonotary/Clerk of Courts

March 25, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

Dated: February 20, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTÉN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

NOTICE

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

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

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

AMENDED COMPLAINT

NOW COMES the Plaintiff, Ardent Resources, Incorporated, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Ardent Resources, Inc. (hereinafter "Ardent"), a New York corporation, having its principal place of business at 61 McMurray Road, Suite 204, Pittsburgh, Pennsylvania 15241.

2. That Defendant, Daniel V. Frailey, is an individual who resides at 1095 Frailey Road, Irvona, Pennsylvania 16656.

3. That Defendant, Kerry L. Frailey, is an individual who resides at 1367 Frailey Road, Irvona, Pennsylvania 16656.

4. That Defendant, Georgie Frailey Cox, is an individual who resides at 4200 Irvona Road, Irvona, Pennsylvania 16656 and is also attorney in fact for the Heuber Frailey heirs.

5. That Defendant, Anthony Frailey, is an individual who resides at 311 Locust Street, Curwensville, Pennsylvania 16833.

6. That Defendant, Darlene Westover, is an individual who resides at 2240 Madison Road, Distant, Pennsylvania 16223.

7. That Defendant, Della Wharten, is an individual who resides at 3875 Irvona Road, Irvona, Pennsylvania 16656.

8. That Defendant, Leo Frailey, is an individual who resides at 1091 Parks Road, Irvona, Pennsylvania 16656.

9. That Defendant, Jennie Vaux, is an individual who resides at 137 Richard Street, Philipsburg, Pennsylvania 16866.

10. That Defendant, Janet Hazelton, is an individual who resides at 1486 Frailey Road, Irvona, Pennsylvania 16656.

11. That Defendant, Dennis Frailey, is an individual who resides at 1090 Dennis Road, Irvona, Pennsylvania 16656.

12. That Defendant, Bradley Frailey, is an individual who resides at 6002 Tyrone Pike, Glen Hope, Pennsylvania 16645.

13. That Defendant, Barbara Graham, is an individual who resides at 1452 Graham Road, Iriona, Pennsylvania 16656.

14. That all of the above named defendants are collectively identified as the Heuber Frailey Heirs and will hereinafter be referred to as such.

15. That the Heuber Frailey Heirs are the owners of oil and gas underlying those lands as described by courses and calls as 100 acres in March 14, 1988 deed from Georgie Cox and Anthony Frailey, Executors of the Last Will and Testament of Heuber Frailey, to Daniel Frailey and Kerry Frailey, excepting and reserving the underlying coal, oil, gas and minerals, recorded in Deed Book 1213, Page 69; less an untabulated tract conveyed with a June 16, 1980 deed from Heuber Frailey and Marian Frailey to William Hazelton and Janet Hazelton recorded in Deed Book 798, Page 267, and 1 acre conveyed by a May 20, 1988 deed from Kerry Frailey et al to Darlene Westover and Lyle Westover recorded in Deed Book 1234, Page 173. True and correct copies of these three deeds are attached hereto as Exhibits "A," "B," and "C" respectively.

16. That on or about December 28, 2006, the Heuber Frailey Heirs entered into an Oil and Gas Lease with Plaintiff as the lessee. A true and correct copy of said lease agreement along with recorded memorandum of lease is attached collectively hereto as Exhibit "D."

17. That pursuant to Paragraph 20 of the Oil and Gas Lease well locations are to be mutually agreed upon by lessor (Defendants, Heuber Frailey Heirs) and lessee (Plaintiff, Ardent) and that approval of well locations "shall not be unreasonably withheld" by lessor.

18. That Ardent proposed to drill a well identified as Well No. 61 (sixty-one) on the leased property and has applied and received the necessary Department of Environmental Protection (DEP) permits. A true and correct copy of Well Location Plat Map which identifies the location of Well No. 61 is attached hereto as Exhibit "E."

19. That Ardent provided a copy of its DEP permit application and permit to the Defendants.

20. That Defendants will not agree to the location of Well No. 61.

21. That Ardent believes and therefore avers that Defendants are unreasonably withholding their agreement to the well location.

22. That it will be strictly for this Court to determine the interpretation of the Oil and Gas Lease entered into by Plaintiff and Defendants and in particular to determine if Defendants' withholding of an agreement for a well location is unreasonable.

WHEREFORE, Plaintiff, Ardent Resources, Inc., prays for a judgment declaring whether agreement as to the location of Well No. 61 is being unreasonably withheld by Defendants, the Heuber Frailey Heirs pursuant to the Oil and Gas Lease as more particularly described herein.

Respectfully submitted by,

NADDEO & LEWIS, LLC

By 
James A. Naddeo
Attorney for Plaintiff

VERIFICATION

I, Christopher Robinson, Vice President of Ardent Resources, Inc. verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

ARDENT RESOURCES, INC.

By:


Christopher Robinson
Vice President

Dated: 2-14-08

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
* DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Amended Complaint was served on the following and in the following manner on the 20th day of February, 2008:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

1988 Deed / Executor

Published and Sold by The Philadelphian Co., Williamsport, Pa. 17701

VOL 1213 PAGE 069

This Indenture,

MADE the 14 day of March in the year of
our Lord, nineteen hundred and eighty-eight (1988).

BETWEEN GEORGIE COX and ANTHONY FRAILEY
Executors of the last Will and Testament of HEUBER FRAILEY
late of Ivonon, Clearfield County, Pennsylvania, Parties of the First
Part, GRANTORS,

AND

DANIEL FRAILEY and KERRY FRAILEY of Ivonon, Clearfield County,
Pennsylvania, Tenants in Common, Parties of the Second Part, GRANTEES.

WHEREAS, the said Heuber Frailey became in
his lifetime lawfully seized in his demesne as of fee of the hereinbefore described real estate;
and being thereof so seized, made his last WILL AND TESTAMENT, in writing, dated the 12th
day of February, Nineteen Hundred and eight-one (1981), wherein and whereby
he appointed as Executors; and

WHEREAS, the said Heuber Frailey died on the 6th day of
December, 1984, and the said last Will and Testament was duly probated on the 1st day of
January, 1985, and is now of record in the Office of the Register of Wills in and for
Clearfield County, in Will Book No. 50, at Page 199, as an examination thereof
will more fully reveal; and

WHEREAS, Paragraph 4 of said Will states "If my death occurs less
than 6 years from the date of this will, I then devise an option to
Daniel and/or Kerry to purchase the farm as tenants in common" and

WHEREAS, the said Daniel Frailey and Kerry Frailey have exercised the
option by writing bearing dated March 5, 1985.

NOW THIS INDENTURE WITNESSETH, That the said Grantors
for and in consideration of the sum of Sixteen Thousand Nine Hundred Fifty-six and
37/100 ---- (\$16,956.37) ----- Dollars,
to them in hand paid by the said Daniel Frailey and Kerry Frailey at or before the sealing
and delivery hereof, the receipt of which is hereby acknowledged, by virtue of the power granted by law,
he granted, bargained, sold, aliened, released, and confirmed, and by these presents do grant, bargain, sell
alien, release, and confirm unto the said Grantees, their

heirs and assigns,

ALL that certain piece or parcel of land located in Jordan Township,
Clearfield County, Pennsylvania, more particularly bounded and de-
scribed as follows:

BEGINNING at a pine at land of John McCord; thence South
forty (40) degrees East one hundred thirty-four (134)
perches to a hemlock; thence North fifty-one (51) degrees
East one hundred twenty-eight (128) perches to a post;

Exhibit "C"

Exhibit "A"

VOL 1213 PAGE 070

thence by J. Morrison's land North forty (40) degrees West one hundred thirty-four (134) perches to a beech; thence by other land of D. M. McKeon South fifty-one (51) degrees West one hundred twenty-eight (128) perches to pine and place of beginning.

CONTAINING one hundred (100) acres, more or less,

BEING the same premises as was conveyed to Heuber Frailey and Marion Frailey by deed dated March 5, 1970 from Gladys Elva Manko, et al, and recorded March 24, 1970 in Deed Book 558, Page 707. Marion Frailey died August 12, 1980, title vesting in Heuber Frailey, surviving spouse.

Also being the same premises conveyed to Heuber Frailey and Marion Frailey by deed from Carl M. Heil and Ruth M. Heil dated August 22, 1944 and recorded in Deed Book 360, Page 277.

EXCEPTING AND RESERVING a parcel of land situate on the eastern line of Route T-417, containing approximately one acre with trailer and foundation situate thereon,

EXCEPTING AND RESERVING that parcel of land conveyed to William Hazelton and Janet H. Hazelton by deed dated June 16, 1980 and recorded June 17, 1980 in Deed Book 798, Page 267.

EXCEPTING AND RESERVING all coal, oil, gas and other minerals with the right to mine and remove the same by any and all methods.

For the purpose of complying with the Act of July 17, 1957, P.L. 984; 52 P.S. Supp. 155, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice:

THIS DOCUMENT DOES 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 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 GRANTED, TRANSFERRED, ACCEPTED OR RECEIVED BY THIS INSTRUMENT.

NOTICE

THE UNDERSIGNED GRANTEE OR GRANTEEES IN THE FOREGOING DEED HEREBY ACKNOWLEDGE THAT HE OR THEY KNOW THAT HE OR THEY MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE OF THE PROPERTY CONVEYED IN THE FOREGOING DEED RESULTING FROM COAL MINING OPERATIONS, AND FURTHER ACKNOWLEDGE THAT THEY KNOW THAT THE PROPERTY CONVEYED MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTERESTS IN THE COAL.

Daniel C. Frailey
Daniel Frailey
Kerry Frailey
Kerry Frailey

vol 1213 page 071

TOGETHER with all and singular, the buildings, improvements, rights, liberties, privileges, hereditaments and appurtenances whatsoever therunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; also the estate, right, title and interest whatsoever, of the said Heuber Frailey

at and immediately before the time of his decease, in law, equity or otherwise howsoever, of, in, to, or out of the same.

TO HAVE AND TO HOLD the said described messuage or tenement and tract of land, with its hereditaments, and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

AND the said Georgie Cox and Anthony Frailey for their heirs, executors and administrators, do covenant, promise, grant and agree, to and with the said Grantees, their heirs and assigns, by these presents, that he has not heretofore done or 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 imbeached, charged or encumbered, in title, estate, or otherwise howsoever.

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

In the Presence of:

Georgie Cox Seal
Georgie Cox
Anthony Frailey Seal
Anthony Frailey
Seal

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CLEARFIELD } ss:

ON THIS, the 14 day of March , A.D. 1988, before me, the undersigned officer, personally appeared Georgie Cox and Anthony Frailey

Will and Testament of Heuber Frailey Deceased, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that executed the same in the capacity therein stated and for the purposes therein contained.

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

My Commission Expires:

Certificate of Residence

I hereby certify that the precise residence of the within-named grantee is

ANNE L. MORAN, Notary Public
Clearfield County, Pa.
My Commission expires Feb. 22, 1997

James F. Seeger
Irvona, PA 16656
(Attorney for)

VOL 1213 PAGE 072

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUEPEONY
TRANSFER TAX

16956

RE-11452

MORNINGTON VALLEY R R ROAD DISTRICT
1% B. & L. IN NO. 2 T.R.

AMOUNT \$ 167.50

PAID 3223.87 MICHAEL R. LYLE
Dues Agone

03279

\$46.36 167.50
Michael R. Lyle 82.78
Stamps 84.38**Deed**GEORGE COX and ANTHONY
PRAILEY, Executors of the
Estate of Reuber Prailey,DANIEL PRAILEY and KERRY
PRAILEY

Dated March 1988

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:00
BY Michael R. Lyle
FEES 14.00
Michael R. Lyle, RecorderCOMMONWEALTH OF PENNSYLVANIA,
COUNTY OF CLEARFIELD, ss:RECORDED on this 23 day of March
A.D. 1988, in the Recorder's Office of the said County, in Deed Book
No. 1213, page 069.

Given under my hand and the seal of the said Office the day and year aforesaid.

First Monday in January, 1992

Michael R. Lyle

Recorder

Entered of Record 3-23-1988, 3:00 p.m. Michael R. Lyle, Recorder

WARRANTY DEED

Printed on Plankenhorn's 100% Linen Record Paper
VOL 798 PAGE 267

This Deed,

MADE the Sixteenth day of June
in the year nineteen hundred and eighty

BETWEEN

HEUBER FRAILEY and MARIAN FRAILEY, husband and wife,
of the Township of Jordan, GRANTORS, Parties of the First Part,

AND

WILLIAM HAZELTON and JANET I. HAZELTON, husband and
wife, tenants by the entireties, of the Township of Jordan,
GRANTEES, Parties of the Second Part,
WITNESSETH, That in consideration of

the sum of One Dollar (\$1.00) Dollar,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees ,

ALL THAT PARCEL OF LAND SITUATE IN THE TOWNSHIP OF JORDAN, COUNTY
OF CLEARFIELD, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED

AS FOLLOWS:

BEGINNING at a point on the northern bank of North Witmer
Run where said Run intersects with line of land of Grantor
and land of Jordan; Thence North fifty-four degrees twenty
five minutes East (N 54° 25' E) a distance of 625 feet, more
or less, to an iron post; Thence South thirty-six degrees
twenty-three minutes East (S 36° 23' E) a distance of 920 feet
more or less, along land of Donald and Della Wharton to the
northern bank of North Witmer Run; Thence continuing along
North Witmer Run its various courses and distances to a point
on line of land of Grantor and Jordan to place of beginning.

IT is the purpose of this deed to convey to the Grantees
herein all that land of the Grantor lying north of North
Witmer Run.

BEING part of the premises conveyed by deed dated March 5,
1970 from Gladys Elva Manko et al to Heuber Frailey and
Marian Frailey recorded March 24, 1970 in Deed Book 558
Page 707.

EXCEPTIN AND RESERVING all coal and other minerals with
usual mining rights.

Exhibit 

Exhibit "B"

VOL 798 PAGE 268

THIS IS A CONVEYANCE FROM PARENTS TO DAUGHTER AND SON-IN-LAW

NOTICE

THE UNDERSIGNED GRANTEE OR GRANTEES IN THE FOREGOING DEED HEREBY ACKNOWLEDGE THAT HE OR THEY KNOW THAT HE OR THEY MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUESIDENCE OF THE PROPERTY CONVEYED IN THE FOREGOING DEED RESULTING FROM COAL MINING OPERATIONS, AND FURTHER ACKNOWLEDGE THAT THEY KNOW THAT THE PROPERTY CONVEYED MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUESIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTERESTS IN THE COAL

VOL 798 PAGE 269

AND the said grantor 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

Heuber Frailey (seal)
Heuber Frailey
(seal)
Marian Frailey (seal)
Marian Frailey
(seal)
(seal)
(seal)

NTS

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee

herein is as follows:

R.D. 1
Irving, Pa 16656

Heuber Frailey *Tim Morgan*
Attorney or Agent for Owner

Commonwealth of Pennsylvania
County of Clearfield

ss:

On this, the 16 day of June 1980, before me

the undersigned officer, personally appeared Heuber and Marian Frailey known to me (or satisfactorily proven) to be the persons whose names 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 notarial seal.

Tim Morgan
ANNE L MORGAN, Notary Public
Clearfield, Clearfield Co., Pa.
My Commission Expires Dec 27, 1982

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 they executed the same for the purpose therein contained.

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

CLEARFIELD COUNTY
ENTERED OF RECORD 6-17-80
TIME 2:05 P.M.
BY *Thomas F. Morgan*
Fees 8.00
TIM MORGAN, Recorder

My Commission Expires

AFFIDAVIT NO. 10791

Entered of Record *June 17 1980, 2:05 P.M.* Tim Morgan, Recorder

BLANK DEED

The Philadelphia Co., Williamsport, Pa. 17701

vol 1234 pac 173

This Deed,

MADE the 20th day of May

in the year nineteen hundred and eighty-eight (1988)

BETWEEN KERRY FRAILEY and AMY L. FRAILEY, his wife; DANIEL FRAILEY and DONNA L. FRAILEY, his wife; GEORGIE COX and JAMES COX, her husband; DELLA WHARTON and DONALD WHARTON, her husband; JANET I. HAZELTON and WILLIAM HAZELTON, her husband; DENNIS FRAILEY and LAURIE FRAILEY, his wife; LEO FRAILEY and SUSAN FRAILEY, his wife; BARBARA GRAHAM and RICHARD GRAHAM, her husband; BRADLEY FRAILEY and JOY FRAILEY, his wife; all of Irwin, PA; JENNIE VAUX and JAMES VAUX, her husband, of Philipsburg, PA; DARLENE WESTOVER and LYLE WESTOVER, her husband, of Distant, PA and ANTHONY FRAILEY and BONNIE FRAILEY, his wife, of Cutwenville, PA, Heirs of REUBER FRAILEY, deceased, Parties of the First Part, GRANTORS,

AND

DARLENE WESTOVER and LYLE WESTOVER, Husband and Wife, of Distant, PA, Parties of the Second Part, GRANTEES.

WITNESSETH, That in consideration of One and no/100 Dollars (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the said GRANTORS do hereby grant and convey to the said GRANTEES,

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

BEGINNING at a point on the eastern right of way line of Township Route 417, said point being approximately two hundred (200) feet distant in a southerly direction from intersection of Township Route 417 and northern line of property now owned by Kerry Frailey and Daniel Frailey; thence in an easterly direction a distance of two hundred nine (209) feet to a point; thence continuing through land of Fraileys a southerly direction a distance of two hundred nine (209) feet to a point; thence in a westerly direction a distance of two hundred nine (209) feet to a point on the right of way line of Township Route 417; thence along eastern right of way line of Township Route 417 in a northerly direction a distance of two hundred nine (209) feet to a point and place of beginning.

CONTAINING one (1) acre.

Being part of the same premises as was conveyed to Heuber Frailey and Marion Frailey by deed dated March 5, 1970 from Gladys Elva Manko, et al, and recorded March 24, 1970 in Deed Book 598, Page 707 and by deed from Carl M. Heil and Ruth M. Heil dated August 22, 1944 and recorded in Deed Book 360, Page 277.

Marion Frailey died August 12, 1980, title vesting in Heuber Frailey, surviving spouse.

AFFIDAVIT NO. 16225

Exhibit "E"

Exhibit "C"

w.1234mm174

Beuber Frailey having died December 6, 1984, title vesting in the following heirs: Kerry Frailey, Daniel Frailey, Georgie Cox, Della Wharton, Janet I. Hazelton, Dennis Frailey, Leo Frailey, Barbara Graham, Bradley Frailey, Jennie Vaux, Darlene Westover and Anthony Frailey, who along with their spouses do hereby grant and convey to the GRANTORS herein.

AND the said GRANTORS will SPECIALLY warrant and forever defend the property hereby conveyed.

IN WITNESS WHEREOF, said GRANTORS have hereunto set their hand and seal, the day and year first above-written.

Sealed and delivered in the presence of:

Kerry Frailey (Seal)
Kerry Frailey
Amy L. Frailey (Seal)
Amy L. Frailey
Dennis Frailey (Seal)
Dennis Frailey
Donna L. Frailey (Seal)
Donna L. Frailey
Georgie Cox (Seal)
Georgie Cox
James Cox (Seal)
James Cox
Della Wharton (Seal)
Della Wharton
Donald Wharton (Seal)
Donald Wharton
Janet I. Hazelton (Seal)
Janet I. Hazelton
William Hazelton (Seal)
William Hazelton
Dennis Frailey (Seal)
Dennis Frailey
Laurie Frailey (Seal)
Laurie Frailey
Leo Frailey (Seal)
Leo Frailey
Susan Frailey (Seal)
Susan Frailey
Barbara Graham (Seal)
Barbara Graham
Richard Graham (Seal)
Richard Graham
Bradley Frailey (Seal)
Bradley Frailey
Jay Frailey (Seal)
Jay Frailey
Jennie Vaux (Seal)
Jennie Vaux
Jones Vaux (Seal)
Jones Vaux

THE COMMONWEALTH OF PENNSYLVANIA	
DEPARTMENT OF REVENUE	
RENT	20.00
TAX	
REB 11332	

VOL 1234 PAGE 175

Daylene Westover (Seal)
Daylene Westover

Lyle S. Westover (Seal)
Lyle Westover

Anthony Frailey (Seal)
Anthony Frailey

Bonnie Frailey (Seal)
Bonnie Frailey

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the GRANTEE(S) herein
is as follows:

*Box 72
Drexel Hill 10 223*

James F. Morgan
ATTORNEY FOR GRANTEE(S)

For the purpose of complying with the Act of July 17, 1957, P.L. 984;
52 P.S. Supp. 155, as amended, of the General Assembly of Pennsylvania,
and for no other purpose, there is incorporated herein the following
notice:

THIS DOCUMENT DOES 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 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 GRANTED, TRANSFERRED, ACCEPTED OR RECEIVED BY THIS INSTRUMENT.

NOTICE

THE UNDERSIGNED GRANTEE OR GRANTEE(S) IN THE FOREGOING DEED HEREBY ACKNOWLEDGE THAT HE OR THEY KNOW THAT HE OR THEY MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE OF THE PROPERTY CONVEYED IN THE FOREGOING DEED RESULTING FROM COAL MINING OPERATIONS, AND FURTHER ACKNOWLEDGE THAT THEY KNOW THAT THE PROPERTY CONVEYED MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTERESTS IN THE COAL.

Lyle Westover

Daylene Westover

vol 1234 page 176

State of PENNSYLVANIA
County of CLEARFIELD } ss:

On this, the 21st day of May 1986, before me a Notary Public the undersigned officer, personally appeared Kerry Frailey, Amy L. Frailey, Daniel Frailey, Donna L. Frailey, Georgie Cox, James Cox, Della Murrin, Donald Wharton, Janet L. Frailey, Susan Frailey, Barbara Graham, Richard Graham, Brian Frailey, Laurie Frailey, Leo Sartore, Dorothy Westover, Lyle Westover and Anthony Frailey, Joy Frailey, Jenny Vanc, James Vanc, known to me (or satisfactorily proven) to be the person 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 official seal.

Bonnie Frailey

My Commission Expires Feb. 23, 1991

State of PENNSYLVANIA
County of CLEARFIELD } ss:

On this, the 29 day of June 1986, before me

the undersigned officer, personally appeared Bonnie Frailey

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 official seal.

*Anne L. Morgan*ANNE L. MORGAN, Notary Public
Clearfield Co., Pa.

My Commission Expires Feb. 11, 1991

MOSHANON VALLEY SCHOOL DISTRICT

1% REALTY TRANSFER TAX

AMOUNT

20.00PAID 7-24-86 MICHAEL R. LYTHE

Date Agent

Moshi Valley Total 20.00
Moshi Valley School Tax 10.00
Jordan Tax 10.00**Deed**KERRY FRAILEY, et al.,
GRANTORS,

AND

DARELENE WESTOVER, Rod
LYLE WESTOVER, GRANTEES,

Dated May 2, 1986

For Parcel situated in Jordan
Twp., Clearfield Co.,
PA., containing 1.85
Consideration \$1.00

Recorded

Entered for Record in the Recorder's
Office of
County, on
10
RecorderCLEARFIELD COUNTY
ENTERED OF RECORD
TIME 12:04 PM
BY Thomas J. Morgan
FEES 25.00
Michael R. Lytle, RecorderCERTIFICATE OF RESIDENCE
I hereby certify that the correct address and place of residence of the grantee is as follows:*Thomas J. Morgan*
Attorney or Agent for GranteeRECORDED in the office for Recording of Deeds, etc., in and for said County, in
Deed Book No. 7 Page 173
WITNESS my Hand and Official Seal this 20 day of July, 1986My Commission Expires
First Monday in January, 1992*Michael R. Lytle*

Recorder of Deeds

Entered of Record Sub 20 1986 12:14 PM Michael R. Lytle, Recorder

OIL AND GAS LEASE

Lease No. CLFD-06240-02

THIS AGREEMENT, made and entered into this the 28th day of December, 2006 (Effective Date) by and between Heuber Frailey Heirs, Georgie Frailey Cox, POA with a mailing address of 4200 Irvona Road, Irvona, PA 16656 hereinafter called to as Lessor (whether one or more), and ARDENT RESOURCES, INC., of 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, hereinafter called Lessee,

WITNESSETH: that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and /or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), all of that certain tract(s) of land situate in the Township of Jordan, County of Clearfield, State of Pennsylvania and bounded substantially as follows:

On the North by lands of W. Hazelton
On the East by lands of Reed Family
On the South by lands of B. Ricketts
On the West by lands of D. Frailey

Tax Map No.(s) 120-G15-27

and containing, for the purpose of calculating rentals 100 acres of land whether actually containing more or less, and part of all of said lands is described in that certain deed to Lessor from Joan Witherow et. al. dated 8-18-87 recorded in Volume/Liber 1194, Page 278, and Power Of Attorney dated 1-13-87 recorded in Instrument No. 200301815 in the Recorder's Office of said County.

1. It is agreed that this lease shall remain in force for a primary term of nine (9) months from the Effective Date hereof and as long thereafter as the said land is operated by Lessee in the production of oil or gas. It is expressly understood that Lessee shall maintain its rights of way as granted herein for its pipeline and other surface facilities then existing on the leased premises at the expiration or termination of this lease.

2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, in the pipe line to which said Lessee may connect its wells, a royalty of one-eighth (1/8) of native oil produced and saved from the lease premises.

(b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth (1/8) of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises.

3. Within ninety (90) days from the Effective Date hereof Lessee agrees to pay to the Lessor the sum of five hundred dollars (\$500.00), commencing from the date hereof as a rental for the 9 months, subject however to the right of surrender hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinabove provided for is the chief consideration until commencement of a well. The commencement of a well whether commercially productive or unproductive shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. Lessee may, at its option, pay rentals and/or royalties quarterly or annually.

4. All payments under this lease shall be made by check or voucher to the order of Lessor and mailed to the above address until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments of rental

Exhibit "D"

and/or royalty are to be made according to lessor's respective interests therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.

5. Lessor reserves a total amount of 200,000 cubic feet of gas ("free gas") annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the herein described leased premises, which said amount of 200,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the lease premises provided said gas is used with economical appliances and is measured by meter furnished by Lessor, when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the lease premises. Lessor shall request in writing from Lessee, Lessee's requirements for accepting this free gas, including but not limited to, Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessor. The regulation of such gas will be by regulators furnished by Lessor, and approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or pipelines on the lease premises and removing the pipe therefrom at any time. If more than 200,000 cubic feet per year is used, the excess shall be paid for at the ~~rate charged to domestic consumers in the same area~~ and in case of default in payment for gas used in excess of said 200,000 cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease.

6. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the lease premises shall come into dispute or litigation, or, if, in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder. Lessor pledges and covenants to execute any and all curative instruments reasonably required by Lessee in furtherance of Lessor's warranties. It is agreed that if Lessor owns an interest in the land herein described less than the entire fee simple estate, then the rentals and royalties to be paid Lessor shall be reduced proportionately.

7. If and when drilling, other operations and/or payments due hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some permit, order, rule, regulation, requisition or necessity of the government, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

8. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, houses, buildings, and other structures placed on said premises, including the right to pull and remove all casing and tubing.

9. If the Lessee shall begin operations for the commencement of a well during the term of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.

10. Lessee shall have the right to assign this lease or any interest and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.

11. Lessee shall upon completion of the first productive well upon said lease premises, or upon any part of the leased premises being included in a unit as described in Paragraph 20 below, make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall, as prepaid royalty, make shut-in royalty payments in the amount equal to the delay rental amount described above for quarterly periods, beginning one year from the date the first productive well shall be completed until said first well shall be connected to a pipeline. In the event that production of oil, gas or their constituents is thereafter interrupted and not marketed from any well(s) capable of production for a period of twelve (12) consecutive months, Lessee shall pay to Lessor annually for each twelve (12) consecutive months shut in period as shut-in royalty income and as credit against the payment of future royalties the sum of one dollar per acre for each well(s) shut-in, which payments shall serve to maintain this Lease in full force and effect. Lessee's failure to timely and/or properly pay said shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

12. Lessee may, at any time during the term hereof, cancel and surrender this lease, in whole or in part, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the surrendered premises, by the mailing of a notice of such surrender to Lessor or by filing a Release or Surrender of Oil and Gas Lease(s) of record describing the premises being released or surrendered, provided that Lessee shall maintain surface rights-of-way for its existing surface facilities over the surrendered lands.

13. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

14. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the said premises to run all machinery necessary for drilling and operations thereon, and at any time to remove all machinery and fixtures placed on said premises.

15. No well shall be drilled by Lessee within 200 feet of the dwelling house or barn now on said premises, except by consent of Lessor.

16. The lease premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.

17. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations.

18. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.

19. ~~Lessor grants to the Lessee, its heirs and assigns, the right to consolidate the herein described premises or any part thereof at the option of Lessee with others to form a unit not to exceed 640 acres for the development to the same effect as if said premises together with others in the area had been jointly leased by various Lessors to the Lessee as a single undivided tract and in such event Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of one-eighth (1/8) of the oil or gas marketed from the unitized area as his acreage included therein bears to the total acreage of the unitized area, Lessee may give notice to Lessor of such consolidation by mail to the above address or by filing a declaration of record describing the properties so consolidated or unitized.~~

20. Location of well sites, pipelines, and roadways shall be mutually agreed upon between Lessor and Lessee. Approval of locations shall not be unreasonably withheld.

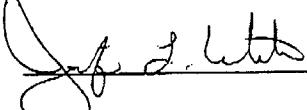
21. Lessee agrees to allow rights to said free gas stated in paragraph 5 to be transferred to Kerry L. Frailey for use at his residence located on the leased premises.

22. LESSOR SHALL HAVE 1ST OPTION TO PROVIDE STONE AND ~~THE~~
HAUL STONE FOR ALL ROADWAYS AND WELL SITES ON LESSOR'S
PROPERTY AT CURRENT COMPETITIVE PRICES. LESSOR SHALL
CUT OUT TIMBER FOR EACH WELL SITE. NO UNITIZATION
SHALL BE ALLOWED WITHOUT PRIOR WRITTEN CONSENT.

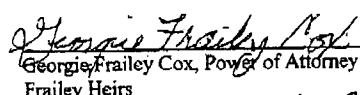
All the terms, conditions, and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

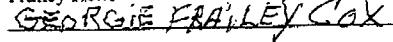
IN WITNESS WHEREOF, the lessor has/have hereunto set its/their hand(s) the day and year first above written.

WITNESS:



LESSOR: Heuber Frailey Heirs by:

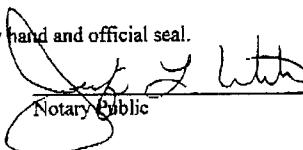


Georgie Frailey Cox, Power of Attorney for Heuber
Frailey Heirs


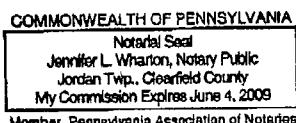
State of Pennsylvania
County of Clearfield

On this 28th day of December, 2006 before me, the undersigned officer, personally appeared Georgie Frailey Cox known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

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



My commission expires: 6-4-09
SEAL



FORM: PAOGL TL 12-9-04

This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241
After recording please return to: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

ARDENT RESOURCES INC

Instrument Number - 200700574

Recorded On 1/12/2007 At 11:54:36 AM

*Instrument Type - MEMORANDUM

* Total Pages - 3

Invoice Number - 160895

*Mortgagor - COX, GEORGIE FRAILEY

*Mortgagee - ARDENT RESOURCES INC

*Customer - ARDENT RESOURCES INC

*** FEES**

STATE WRIT TAX	\$0.50
----------------	--------

RECORDING FEES -	\$13.00
------------------	---------

RECORDER

RECORDER IMPROVEMENT	\$3.00
----------------------	--------

FUND

COUNTY IMPROVEMENT FUND	\$2.00
-------------------------	--------

TOTAL PAID	\$18.50
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AFFIDAVIT No. 39964

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 Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL AND GAS LEASE

CLFD - 06240 DC

This Memorandum will notify all parties that an Oil and Gas Lease Agreement (which includes coalbed methane and gob gas) was made effective as of the 26th day of December, 2006 (Effective Date) between Heuber Frailey Heirs, Georgie Frailey Cox, POA, whose address is 4200 Irvona Road, Irvona, NY 16656 hereinafter referred to as "Lessor" and ARDENT RESOURCES, INC., whose address is 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, hereinafter referred to as "Lessee."

The Lease Agreement referenced above contains, among other provisions not shown below: the following provisions:

In consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and /or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), and described as follows:

All of that certain tract of land situate in the Township of Jordan, County of Clearfield, State of Pennsylvania, containing 100 acres, more or less, being more particularly described as surface tax parcel 120-G15-27, which was acquired by Lessor dated 8-18-87, recorded in Liber/Volume 1194, Page 278, and Power Of Attorney dated 1-13-87 recorded in Instrument No. 200301815 of the records of Clearfield County, Pennsylvania.

Subject to the other provisions contained herein, this lease shall be in force for a primary term of nine (9) months from the Effective Date of this lease and for so long thereafter as Oil and Gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained pursuant to the provisions hereof.

IN WITNESS WHEREOF, the Lessor has/have hereunto set its/their hand(s) this 25th day of December, 2006.

WITNESS:

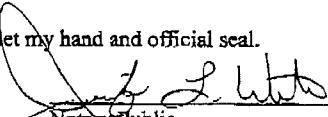
LESSOR: Heuber Frailey Heirs by:

Georgie Frailey Cox
Georgie Frailey Cox, Power of Attorney for Heuber
Frailey Heirs
GEORGIE FRAILEY COX

State of Pennsylvania)
County of Clearfield)

On this 28th day of December, 2006 before me, the undersigned officer, personally appeared Georgie Frailey Cox known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

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


Notary Public

My commission expires: 6-4-09
SEAL

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Jennifer L. Wharton, Notary Public
Jordan Twp., Clearfield County
My Commission Expires June 4, 2009

Member, Pennsylvania Association of Notaries

FORM: PAOGL 12-9-04

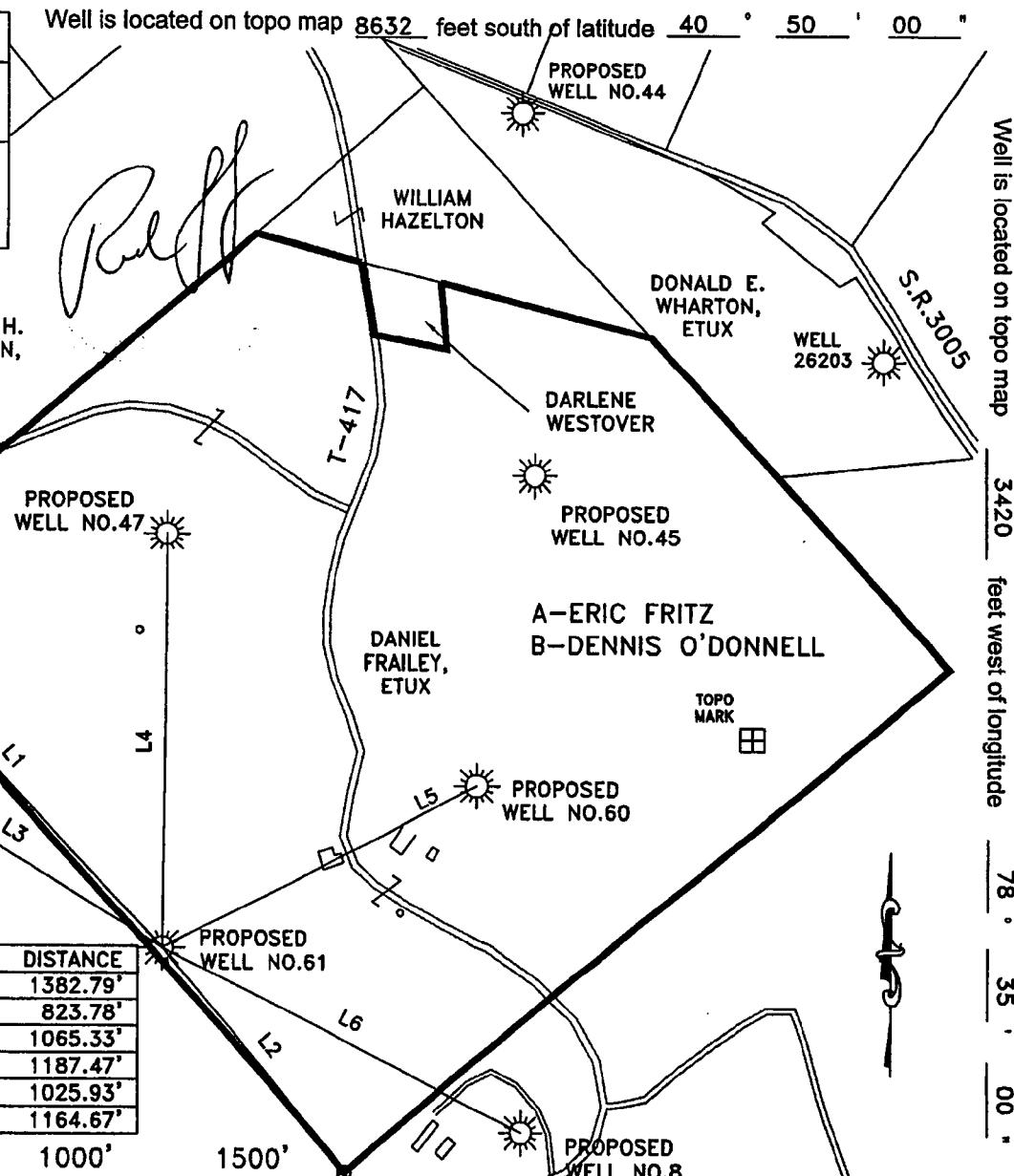
This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241
After recording please return to: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Oil and Gas Management Program
WELL LOCATION PLAT

DEP USE ONLY	DEP Application Tracking #	G:
	Permit #	C:
	Project #	

	Denotes location of well on topo map.
True Latitude: NORTH	
40° 48' 34" 70'	
True Longitude: WEST	



Approximate Course and Distance to Water Supply	Owner, Lessee, or Operator of Workable Coal Seam	Name of Coal Seam Owned, Leased, or Operated
DANIEL FRAILEY, ETUX N 04°13' W 914'	HEUBER FRAILEY HEIRS	ALL SEAMS
DANIEL FRAILEY, ETUX N 81°30' E 697'	GEORGE FRAILEY COX	
ERIC FRITZ S 37°31' E 927'		
DENNIS O'DONNELL S 23°34' E 908'		

Exhibit "E"

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

ARDENT RESOURCES, INC.,

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY, JENNIE
VAUX, JANET HAZELTON, DENNIS
FRAILEY, BRADLEY FRAILEY,
BARBARA GRAHAM, AND GEORGIE
FRAILEY COX, INDIVIDUALLY, AND
AS ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS

Defendants

: No. 2008-20-CD

: Type of Case: Civil

: Type of Pleading: Answer & New Matter
to Amended Complaint

: Filed on Behalf of:
Original Defendants, Daniel V. Frailey and
Kerry L. Frailey

: Counsel for these Parties:

: Ann B. Wood, Esquire
Supreme Court No. 23364
Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
(814) 765-5537

: Counsel of Record for Plaintiff:

: James A. Naddeo, Esquire
Supreme Court #06820

: Trudy G. Lumadue, Esquire
Supreme Court #202049

: Naddeo & Lewis, LLC.
208 East Market Street, P.O .Box 552
Clearfield, PA 16830
(814) 765-1601

FILED
01/22/08
MAR 10 2008
16 cent to Aler
William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.,	:	
a corporation,	:	No. 2008-20-CD
Plaintiff	:	
vs.	:	
DANIEL V. FRAILEY, KERRY L.	:	
FRAILEY, ANTHONY FRAILEY,	:	
DARLENE WESTOVER, DELLA	:	
WHARTEN, LEO FRAILEY, JENNIE	:	
VAUX, JANET HAZELTON, DENNIS	:	
FRAILEY, BRADLEY FRAILEY,	:	
BARBARA GRAHAM, AND GEORGIE	:	
FRAILEY COX, INDIVIDUALLY, AND	:	
AS ATTORNEY-IN-FACT FOR THE	:	
HEUBER FRAILEY HEIRS	:	
Defendants	:	

NOTICE TO PLEAD

TO: Ardent Resources, Inc., Plaintiff

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof or a judgment may be entered against you.

BELL, SILBERBLATT & WOOD
BY:

Ann B. Wood
Ann B. Wood, Esquire
Attorney for Defendants, Daniel V.
Frailey and Kerry L. Frailey

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

ARDENT RESOURCES, INC.,	:	
a corporation,	:	No. 2008-20-CD
Plaintiff	:	
vs.	:	
DANIEL V. FRAILEY, KERRY L.	:	
FRAILEY, ANTHONY FRAILEY,	:	
DARLENE WESTOVER, DELLA	:	
WHARTEN, LEO FRAILEY, JENNIE	:	
VAUX, JANET HAZELTON, DENNIS	:	
FRAILEY, BRADLEY FRAILEY,	:	
BARBARA GRAHAM, AND GEORGIE	:	
FRAILEY COX, INDIVIDUALLY, AND	:	
AS ATTORNEY-IN-FACT FOR THE	:	
HEUBER FRAILEY HEIRS	:	
Defendants	:	

ANSWER AND NEW MATTER TO AMENDED COMPLAINT

ANSWER

NOW COMES the Original Defendants, Daniel V. Frailey and Kerry L. Frailey, by their attorney, Ann B. Wood, Esquire, and sets forth their Answer to the Amended Complaint as follows:

1. Paragraph 1 of the Amended Complaint is admitted.
2. Paragraph 2 of the Amended Complaint is admitted.
3. Paragraph 3 of the Amended Complaint is admitted.
4. Paragraph 4 of the Amended Complaint is admitted.
5. Paragraph 5 of the Amended Complaint is admitted.
6. Paragraph 6 of the Amended Complaint is admitted.

7. Paragraph 7 of the Amended Complaint is admitted.
8. Paragraph 8 of the Amended Complaint is admitted.
9. Paragraph 9 of the Amended Complaint is admitted.
10. Paragraph 10 of the Amended Complaint is admitted.
11. Paragraph 11 of the Amended Complaint is admitted.
12. Paragraph 12 of the Amended Complaint is admitted.
13. Paragraph 13 of the Amended Complaint is denied as stated and, on the contrary, it is averred, that the Defendant, Barbara Graham, does not live in Iriona, Pennsylvania.
14. Paragraph 14 of the Amended Complaint is admitted.
15. Paragraph 15 of the Amended Complaint is admitted.
16. Paragraph 16 of the Amended Complaint is admitted.
17. Paragraph 17 of the Amended Complaint is admitted.
18. Paragraph 18 of the Amended Complaint is admitted insofar as Ardent proposed to drill a well identified as Well #61 on the leased property and that the map attached as Exhibit "E" identifies the location of the proposed well. Insofar as the application and receipt of DEP's permits, the original Defendants, Daniel V. Frailey and Kerry L. Frailey, after reasonable investigation, are unable to determine the truth thereof and, strict proof is demanded at trial.
19. Paragraph 19 of the Amended Complaint is denied as stated and, on the contrary, it is averred that Ardent did provide a copy of its proposed Permit Application to the original Defendants, Daniel V. Frailey and Kerry L. Frailey, but have never provided them with copies of the Permit. Insofar as providing copies of the Permit Application and proposed Permit as to the remaining Defendants, these original Defendants, Daniel V. Frailey and Kerry L. Frailey, after reasonable investigation, are unable to determine the truth thereof and, strict proof is demanded at trial.

20. Paragraph 20 of the Amended Complaint is denied as stated and, on the contrary, it is averred that the original Defendants, Daniel V. Frailey and Kerry L. Frailey, do not agree to the proposed location of Well #61 but the original Defendants, Daniel V. Frailey and Kerry L. Frailey, after reasonable investigation, are unable to determine the position of the remaining Defendants and, strict proof thereof is demanded at trial.

21. Paragraph 21 of the Amended Complaint is denied as stated and, on the contrary, it is averred that these originals Defendants, Daniel V. Frailey and Kerry L. Frailey, are not unreasonably withholding their agreement to the proposed well located.

22. Paragraph 22 of the Amended Complaint, being a legal conclusion, no answer is required thereto.

WHEREFORE, the original Defendants, Daniel V. Frailey and Kerry L. Frailey, request the Honorable Court to find that they are not unreasonable in withholding their agreement to the proposed location of Well #61.

NEW MATTER

NOW COMES the original Defendants, Daniel V. Frailey and Kerry L. Frailey, by their attorney, Ann B. Wood, Esquire, and sets forth their New Matter to the Amended Complaint as follows:

23. The original Defendants, Daniel V. Frailey and Kerry L. Frailey, are the owners of the surface of the tract covered by the subject lease pursuant to a deed from the Executors for the Heuber Frailey Estate dated March 14, 1988, and recorded in Clearfield County Deed and Record Book 1213, Page 69, which deed is attached to the Amended Complaint as Exhibit "A".

24. Fox & Fox, Inc., surveyors for the Plaintiff, after consultation with the original Defendants, Daniel V. Frailey and Kerry L. Frailey, in the spring of 2007, marked the proposed site for Well #61 at an original location approximately two hundred (200) feet away from the site shown on Plaintiff's Exhibit "E" attached to the Amended Complaint on an adjacent property located in Chest Township having Assessment Map #109-F16-62 which is also under lease to Ardent Resources, the surface and oil and gas of which are owned by the original Defendants, Daniel V. Frailey and Kerry L. Frailey.

25. In November 2007, Murray Hartzberg, representing the Plaintiff, met with and showed the map of the proposed location for Well #61 to the original Defendants, Daniel V. Frailey and Kerry L. Frailey.

26. At the time of that meeting, the original Defendants, Daniel V. Frailey and Kerry L. Frailey, voiced objections to the proposed location of Well #61 as shown on the map a copy of which is Exhibit "E" on Plaintiff's Amended Complaint.

27. The original Defendants, Daniel V. Frailey and Kerry L. Frailey, were informed by Murray Hartzberg that because of their objection, the Plaintiff would not seek to apply for a well site at that location.

28. The original Defendants, Daniel V. Frailey and Kerry L. Frailey, received no actual notice of the filing of the application for Well #61 with DEP.

29. The original Defendants, Daniel V. Frailey and Kerry L. Frailey, have worked with the Plaintiff and have agreed to the location of seven (7) other wells on a total of three (3) tracts, which are under lease to Ardent, where they own, at least, the surface, including the location of three (3) other Wells on the tract which is the subject of this litigation.

30. The Plaintiff has located and drilled a Well #45 on the subject tract.
31. The Plaintiff has located and drilled Well #47 approximately one thousand two hundred (1,200) feet from the proposed location of Well #61 on the subject tract.
32. The Plaintiff has permitted Well #60 which site has been built but not yet drilled approximately one thousand (1,000) feet from the location of Well #61.
33. The location of Well #60 was located with special permission from the original Defendants, Daniel V. Frailey and Kerry L. Frailey, and will sit approximately seventy (70) feet from existing structures on their property.
34. The drilling of Well #47 on the subject tract resulted in the loss of the water supply to the home of original Defendant, Daniel V. Frailey's, daughter.
35. The Plaintiff has had to replace the water supply to the home of original Defendant, Daniel V. Frailey's, daughter.
36. The original Defendant, Daniel V. Frailey's, home is located approximately three hundred (300) feet from the proposed site for Well #61.
37. The springs which serve as the water supply for the home of original Defendant, Daniel V. Frailey, are located between the proposed location for Well #61 and his residence.
38. Because of the proximity of the proposed Well #61 to the existing spring supplying original Defendant Daniel V. Frailey's household and the past experience of the adjacent well destroying the water supply for an adjacent home, the original Defendants, Daniel V. Frailey and Kerry L. Frailey, have expressed concern as to potential harm to the water source immediately adjacent to the proposed site of Well #61.

WHEREFORE, the original Defendants, Daniel V. Frailey and Kerry L. Frailey, would pray the Honorable Court to declare that they are not unreasonably withholding their agreement to the proposed site for Well #61 and have, in fact, reasonably offered alternative locations for said well to the Plaintiff.

Respectfully submitted,
BELL, SILBERBLATT & WOOD
By: Ann B. Wood
Ann B. Wood, Esquire
Attorney for Original Defendants
Daniel V. Frailey & Kerry L. Frailey

VERIFICATION

We verify that the statements made in this Answer & New Matter are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

Date: March 7, 2008

Daniel V. Frailey
Daniel V. Frailey, Defendant

Kerry L. Frailey
Kerry L. Frailey, Defendant

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

FILED

MAR 11 2008

03/11/08
William A. Shaw
Prothonotary/Clerk of Courts

100 4/

ARDENT RESOURCES, INC.,
a corporation,
Plaintiff
vs.
DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY, JENNIE
VAUX, JANET HAZELTON, DENNIS
FRAILEY, BRADLEY FRAILEY,
BARBARA GRAHAM, AND GEORGIE
FRAILEY COX, INDIVIDUALLY, AND
AS ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS
Defendants

No. 2008-20-CD

Type of Case: Civil

Type of Pleading: Certificate of Service

Filed on Behalf of:
Daniel V. Frailey & Kerry L. Frailey,
Original Defendants

Counsel for these Parties:

Ann B. Wood, Esquire
Supreme Court No. 23364
Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
(814) 765-5537

Counsel of Record for Plaintiff:

James A. Naddeo, Esquire
Supreme Court #06820

Trudy G. Lumadue, Esquire
Supreme Court #202049

Naddeo & Lewis, LLC.
208 East Market Street, P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

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

ARDENT RESOURCES, INC., :
a corporation, : No. 2008-20-CD
Plaintiff :
:
vs. :
:
DANIEL V. FRAILEY, KERRY L. :
FRAILEY, ANTHONY FRAILEY, :
DARLENE WESTOVER, DELLA :
WHARTEN, LEO FRAILEY, JENNIE :
VAUX, JANET HAZELTON, DENNIS :
FRAILEY, BRADLEY FRAILEY, :
BARBARA GRAHAM, AND GEORGIE :
FRAILEY COX, INDIVIDUALLY, AND :
AS ATTORNEY-IN-FACT FOR THE :
HEUBER FRAILEY HEIRS :
Defendants :

CERTIFICATE OF SERVICE

I hereby certify that certified copies of the Answer & New Matter as filed on March 10, 2008, on behalf of Defendants Daniel V. Frailey and Kerry L. Frailey, with reference to the above matter has been served upon the following attorneys for Plaintiff and the remaining Defendants by mailing the same to them by United States First Class Mail, postage prepaid, addressed as follows on March 11, 2008:

Attorneys for Plaintiff:

James A. Naddeo, Esquire/Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC.
208 East Market Street/ P.O .Box 552
Clearfield, PA 16830

Remaining Defendants:

Georgie Frailey-Cox
Heuber Family Heirs
4200 Irvona Road
Irvona, PA 16656

Anthony Frailey
311 Locust Street
Curwensville, PA 16833

Darlene Westover
2240 Madison Road
Distant, PA 16223

Leo Frailey
1091 Parks Road
Irvona, PA 16656

Janet Hazelton
1486 Frailey Road
Irvona, PA 16656

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

Della Wharton
3875 Irvona Road
Irvona, PA 16656

Jennie Vaux
137 Richard Street
Philipsburg, PA 16866

Dennis Frailey
1090 Dennis Road
Irvona, PA 16656

Barbara Graham
P.O. Box 164
Brockway, PA 15824

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood.
Ann B. Wood, Esquire
Attorney for Original Defendants
Daniel V. Frailey & Kerry L. Frailey

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

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No. 2008 - 20 - CD

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MAR 25 2008 Complaints
to Atty Naddeo

William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading:

PRAECIPE TO REINSTATE

Filed on behalf of:

Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

&

Trudy G. Lumadue, Esq.
Pa I.D. 202049

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: March 24, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please reinstate the Amended Complaint filed in the
above-captioned case.



James A. Naddeo, Esquire
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

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No. 2008 - 20 - CD

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Type of Pleading:

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CERTIFICATE OF SERVICE

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Filed on behalf of:

Plaintiff

*

Counsel of Record for
this party:

*

*

James A. Naddeo, Esq.

Pa I.D. 06820

*

Trudy G. Lumadue, Esq.

Pa I.D. 202049

*

NADDEO & LEWIS, LLC.

207 E. Market Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

Dated: April 3, 2008

9/3/08 LM 1CC Atty
Naddeo

LM

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Anthony Frailey
311 Locust Street
Curwensville, PA 16833

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

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No. 2008 - 20 - CD

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Type of Pleading:

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CERTIFICATE OF SERVICE

*

Filed on behalf of:

Plaintiff

*

Counsel of Record for
this party:

*

*

James A. Naddeo, Esq.

Pa I.D. 06820

&

Trudy G. Lumadue, Esq.

Pa I.D. 202049

*

NADDEO & LEWIS, LLC.

207 E. Market Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

*

9/3/45

CC Atty
Naddeo



Dated: April 3, 2008

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants.

*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Della Wharten
3875 Irvona Road
Irvona, PA 16656

NADDEO & LEWIS, LLC

By:

James A. Naddeo

James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
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INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

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No. 2008 - 20 - CD

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James A. Naddeo, Esq.
Pa I.D. 06820

&

Trudy G. Lumadue, Esq.
Pa I.D. 20

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHCNY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Darlene Westover
2240 Madison Road
Distant, PA 16223

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants.

*

*

*

*

Type of Pleading:

*

CERTIFICATE OF SERVICE

*

Filed on behalf of:

*

Plaintiff

*

Counsel of Record for
this party:

*

*

James A. Naddeo, Esq.

Pa I.D. 06820

&

Trudy G. Lumadue, Esq.

Pa I.D. 202049

*

NADDEO & LEWIS, LLC.

207 E. Market Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

*

1 CL
03:45 AM
Atty
Naddeo



Dated: April 3, 2008

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants.

*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Leo Frailey
1091 Parks Road
Irving, PA 16656

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

* No. 2006 - 20 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

03/45cm 1cc Atty
Naddeo

(M)

Dated: April 3, 2006

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

ARDENT RESOURCES, INC.	*
a corporation,	*
Plaintiff	*
	*
vs.	*
	*
	No. 2008 - 20 - CD
DANIEL V. FRAILEY, KERRY L.	*
FRAILEY, ANTHONY FRAILEY,	*
DARLENE WESTOVER, DELLA	*
WHARTEN, LEO FRAILEY,	*
JENNIE VAUX, JANET HAZELTON,	*
DENNIS FRAILEY, BRADLEY	*
FRAILEY, BARBARA GRAHAM,	*
AND GEORGIE FRAILEY COX,	*
INDIVIDUALLY AND AS	*
ATTORNEY-IN-FACT FOR THE	*
HEUBER FRAILEY HEIRS,	*
Defendants.	*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Georgie Frailey Cox
4200 Irvona Road
Irvona, PA 16656

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

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* No. 2008 - 20 - CD

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* Type of Pleading:

*

* **CERTIFICATE OF SERVICE**

*

* Filed on behalf of:

* Plaintiff

*

* Counsel of Record for
this party:

*

*

* James A. Naddeo, Esq.

* Pa I.D. 06820

&

* Trudy G. Lumadue, Esq.

* Pa I.D. 202049

*

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

*

03/45cm | cc Atty
Naddeo
JL

Dated: April 3, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

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No. 2008 - 20 - CD

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Type of Pleading:

*

CERTIFICATE OF SERVICE

*

Filed on behalf of:

Plaintiff

*

Counsel of Record for
this party:

*

*

James A. Naddeo, Esq.

Pa I.D. 06820

&

Trudy G. Lumadue, Esq.

Pa I.D. 202049

*

NADDEO & LEWIS, LLC.

207 E. Market Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

*

93:45cm 1cc
Atty Naddeo

15

Dated: April 3, 2008

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants.

*

CERTIFICATE OF SERVICE

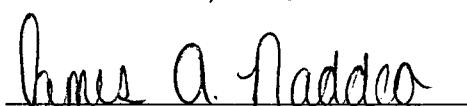
I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Dennis Frailey
109C Dennis Road
Irvona, PA 16656

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.

FRAILEY, ANTHONY FRAILEY,

DARLENE WESTOVER, DELLA

WHARTEN, LEO FRAILEY,

JENNIE VAUX, JANET HAZELTON,

DENNIS FRAILEY, BRADLEY

FRAILEY, BARBARA GRAHAM,

AND GEORGIE FRAILEY COX,

INDIVIDUALLY AND AS

ATTORNEY-IN-FACT FOR THE

HEUBER FRAILEY HEIRS,

Defendants.

*

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No. 2008 - 20 - CD

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*

Type of Pleading:

*

CERTIFICATE OF SERVICE

Filed on behalf of:

Plaintiff

*

Counsel of Record for
this party:

*

James A. Naddeo, Esq.

Pa I.D. 06820

&

Trudy G. Lumadue, Esq.

Pa I.D. 202049

*

NADDEO & LEWIS, LLC.

207 E. Market Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

*

03/45 LM 1 CC Atty
Naddeo
(LM)

Dated: April 3, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Janet Hazelton
1486 Frailey Road
Irving, PA 16656

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants.

*

*

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*

Type of Pleading:

*

CERTIFICATE OF SERVICE

*

Filed on behalf of:

*

Plaintiff

*

Counsel of Record for
this party:

*

*

James A. Naddeo, Esq.
Pa I.D. 06820

&

Trudy G. Lumadue, Esq.
Pa I.D. 202049

*

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

*

1/3/45 cm
1CC Atty
Naddeo

SL

Dated: April 3, 2008

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants.

*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Jennie Vaux
137 Richard Street
Philipsburg, PA 16866

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARDENT RESOURCES, INC.,

a corporation,

Plaintiff,

vs.

**DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,**

Defendants,

COUNSEL OF RECORD
FOR Defendants, Daniel V.
Frailey and Kerry L. Frailey

Ann B. Wood, Esquire
Supreme Court ID #23364
Bell, Silberblatt & Wood
318 East Locust Street
P. O. Box 670
Clearfield, PA 13830
(814) 765-5537

*

* No. 2008-20-CD

*

*

* TYPE OF PLEADING:

*

* PRAECIPE FOR ENTRY OF

* APPEARANCE

*

* FILED ON BEHALF OF:

* Defendant Barbara Graham

*

*

*

* COUNSEL FOR DEFENDANT:

* David C. Mason, Esquire

* Supreme Court ID #39180

* MASON LAW OFFICE

* P. O. Box 28

* Philipsburg, PA 16866

* (814) 342-2240

*

* COUNSEL OF RECORD

* FOR PLAINTIFF,

* James A Naddeo, Esquire

* Supreme Court ID #06820

* &

* Trudy G. Lumadue, Esquire

* Supreme Court ID #202049

*

* NADDEO & LEWIS, LLC

* 208 East Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

*

APR 04 2008
112:15 AM
William A. Shaw
Notary/Clerk of Courts
1 cent
APR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARDENT RESOURCES, INC.,

a corporation,

Plaintiff,

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* No. 2008-20-CD

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Defendants,

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PRAECIPE FOR ENTRY OF APPEARANCE

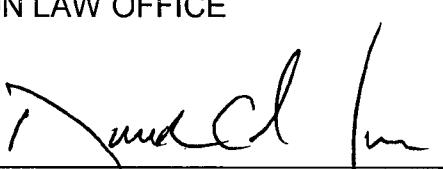
TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on the behalf of BARBARA GRAHAM, one of the above-named Defendants.

MASON LAW OFFICE

DATED: 4-3-8

By:



David C. Mason, Esquire,
Attorney for Barbara Graham, Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ARDENT RESOURCES, INC.,
a corporation,
Plaintiff,

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS.

Defendants,

CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a PRAECIPE FOR ENTRY OF APPEARANCE as Counsel for one of the above defendants, filed in the above captioned matter, by depositing the same in the United States Mail, first class, postage prepaid, and addressed as follows:

James A. Naddeo, Esquire
&
Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
208 East Market Street
P. O. Box 552
Clearfield, PA 16830

Ann B. Wood, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
P. O. Box 670
Clearfield, PA 16830

DATED: 4-3-8

MASON LAW OFFICE

By:

David C. Mason, Esquire
Counsel for Barbara Graham, Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARDENT RESOURCES, INC.,

a corporation,

Plaintiff,

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,

Defendants,

COUNSEL OF RECORD
FOR Defendants, Daniel V.
Frailey and Kerry L. Frailey

Ann B. Wood, Esquire
Supreme Court ID #23364
Bell, Silberblatt & Wood
318 East Locust Street
P. O. Box 670
Clearfield, PA 13830
(814) 765-5537

*

* No. 2008-20-CD

*

*

* TYPE OF PLEADING:

*

* PRAECIPE FOR ENTRY OF Att'y

* APPEARANCE

*

* FILED ON BEHALF OF:

* Defendant Jennie Vaux

*

*

*

*

* COUNSEL FOR DEFENDANT:

* David C. Mason, Esquire

* Supreme Court ID #39180

* MASON LAW OFFICE

* P. O. Box 28

* Philipsburg, PA 16866

* (814) 342-2240

*

* COUNSEL OF RECORD

* FOR PLAINTIFF,

* James A Naddeo, Esquire

* Supreme Court ID #06820

* &

* Trudy G. Lumadue, Esquire

* Supreme Court ID #202049

*

* NADDEO & LEWIS, LLC

* 208 East Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

*

FILED ED

APR 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

1 cent to

Att'y

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

ARDENT RESOURCES, INC.,

a corporation,

Plaintiff,

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* No. 2008-20-CD

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VS.

**DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,**

Defendants,

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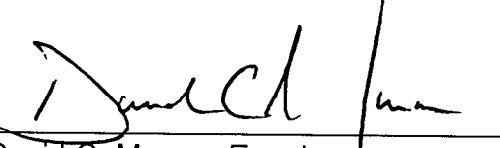
PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on the behalf of JENNIE VAUX, one of the above-named Defendants.

MASON LAW OFFICE

By:



David C. Mason, Esquire,
Attorney for Jennie Vaux, Defendant

DATED: 3-26-8

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ARDENT RESOURCES, INC.,
a corporation,

Plaintiff,

vs.

**DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,**

Defendants,

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* No. 2008-20-CD
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CERTIFICATE OF SERVICE

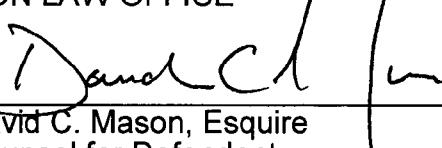
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a PRAECIPE FOR ENTRY OF APPEARANCE as Counsel for one of the above defendants, filed in the above captioned matter, by depositing the same in the United States Mail, first class, postage prepaid, and addressed as follows:

James A. Naddeo, Esquire
&
Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
208 East Market Street
P. O. Box 552
Clearfield, PA 16830

Ann B. Wood, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
P. O. Box 670
Clearfield, PA 16830

MASON LAW OFFICE

By:


David C. Mason, Esquire
Counsel for Defendant

DATED: 3/26/18

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Janet Hayton
(Plaintiff)

(Street Address)

(City, State ZIP)

VS.

Janet Hayton et
(Defendant)

1486 Frailey Road
(Street Address)

Irvine Pa. 16656
(City, State ZIP)

CIVIL ACTION

No. 2008-20-CI

Type of Case: Civil Division

Type of Pleading: Response

Filed on Behalf of:

Janet Hayton
(Plaintiff/Defendant)

FILED 3cc deft
0/9:25 am Janet
APR 8 2008 Hazleton
(GK)

William A. Shaw
Prothonotary/Clerk of Courts

Janet Hayton
(Fitted by)

1486 Frailey Road
(Address) Irvine Pa. 16656

814-672-3111
(Phone)

Janet Hayton
(Signature)

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

ARDENT RESOURCES, INC.,
A corporation,
Plaintiff

No. 2008-20-CD

Vs.

JANET HAZELTON, DANIEL V.
FRAILEY, KERRY L. FRAILEY
ANTHONY FRAILEY, DARLENE
WESTOVER, DELLA WHARTEN,
LEO FRAILEY, JENNIE VAUX,
DENNIS FRAILEY, BRADLEY
FRAILEY, BRABARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY, AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS

Defendants

NOTICE TO PLAINTIFF Response

TO: Ardent Resources, Inc., Plaintiff
Daniel V. Frailey and Kerry L. Frailey, Defendants

This is my written response to the New Matter on claim number 2008-20-CD received on April 4th, 2008. According to my parents' will I only have 1/12 of the gas well rights. I do not own any of the surface rights of the gas well tract. This claim between Ardent Resources, Inc., Plaintiff and Daniel V. Frailey and Kerry L. Frailey, Defendants concerns the surface rights not gas rights.

Janet Hazelton

Janet Hazelton
4-8-08

CC:
NADDEO & LEWIS, LLC
Ann B. Wood, Esquire

1486 Frailey Road
Irwin Pa.
16654

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

ARDENT RESOURCES, INC., :
Plaintiff :
: :
v. : No. 2008-20-CD
: :
DANIEL V. FRAILEY, KERRY L. FRAILEY, : Type of Case: Civil
ANTHONY FRAILEY, DARLENE WESTOVER, :
DELLA WHARTEN, LEO FRAILEY, JENNIE : Type of Pleading:
VAUX, JANET HAZELTON, DENNIS FRAILEY, : Entry of Appearance
BRADLEY FRAILEY, BARBARA GRAHAM, :
GEORGIE FRAILEY COX, INDIVIDUALLY :
AND AS ATTORNEY-IN-FACT FOR THE :
HEUBER FRAILEY HEIRS, :
Defendants :
: Filed on Behalf of:
: Leo Frailey, Anthony Frailey,
: Della Wharton and
: Dennis Frailey, Defendants
: :
: : Counsel of Record for these Parties:
: F. Cortez Bell, III, Esquire
: I.D. #30183
: :
: 318 East Locust Street
: P.O. Box 1088
: Clearfield, PA 16830
: Telephone: (814)765-5537
: :

FILED 13CC
04/10/2008 APR 09 2008 Atty F. Bell

William A. Shaw
Prothonotary/Clerk of Courts

60

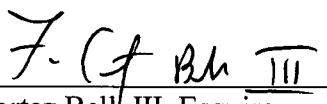
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ARDENT RESOURCES, INC.,	:	
Plaintiff	:	
	:	
v.	:	No. 2008-20-CD
	:	
DANIEL V. FRAILEY, KERRY L. FRAILEY,	:	
ANTHONY FRAILEY, DARLENE WESTOVER,	:	
DELLA WHARTEN, LEO FRAILEY, JENNIE	:	
VAUX, JANET HAZELTON, DENNIS FRAILEY,	:	
BRADLEY FRAILEY, BARBARA GRAHAM,	:	
GEORGIE FRAILEY COX, INDIVIDUALLY	:	
AND AS ATTORNEY-IN-FACT FOR THE	:	
HEUBER FRAILEY HEIRS,	:	
Defendants	:	

ENTRY OF APPEARANCE

Kindly enter my appearance on behalf of Leo Frailey, Anthony Frailey, Della Wharton and Dennis Frailey, Defendants in the above captioned matter.

Respectfully Submitted,


F. Cortez Bell, III, Esquire
318 East Locust Street
P.O. Box 1088
Clearfield, PA. 16830
PA. I.D. No. 30183

Date: April 9, 2008

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

ARDENT RESOURCES, INC.,	:	
Plaintiff	:	
	:	
v.	:	No. 2008-20-CD
	:	
DANIEL V. FRAILEY, KERRY L. FRAILEY,	:	
ANTHONY FRAILEY, DARLENE WESTOVER,	:	
DELLA WHARTEN, LEO FRAILEY, JENNIE	:	
VAUX, JANET HAZELTON, DENNIS FRAILEY,	:	
BRADLEY FRAILEY, BARBARA GRAHAM,	:	
GEORGIE FRAILEY COX, INDIVIDUALLY	:	
AND AS ATTORNEY-IN-FACT FOR THE	:	
HEUBER FRAILEY HEIRS,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing Entry of Appearance upon the following persons by first class mail, postage pre-paid addressed as follows:

James A. Naddeo, Esquire Naddeo & Lewis, LLC 207 East Market Street P.O. Box 552 Clearfield, PA 16830	Ann B. Wood, Esquire Bell, Silberbaltt & Wood 318 East Locust Street P.O. Box 670 Clearfield, PA. 16830	Georgie Frailey-Cox 4200 Irvona Road Irvona, Pa. 16656
---	---	--

Darlene Westover 2240 Madison Road Distant, PA. 16223	Jennie Vaux 137 Richard Street Philipsburg, Pa. 16866	Barbara Graham P.O. Box 164 Brockway, Pa. 15824
---	---	---

Bradley Frailey
6002 Tyrone Pike
Glen Hope, Pa. 16645

F.C. Bell III
F. Cortez Bell, III, Esquire
Attorney for Defendants, Leo Frailey
Anthony Frailey, Dennis Frailey and
Della Wharton

Date: April 9, 2008

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Ardent Resource, INC.
(Plaintiff)

61 McHenry Road, Suite 204
(Street Address)

Pittsburgh, Pa 15241
(City, State ZIP)

vs.

Bradley Frailey
(Defendant)

6002 Tyrone Pike
(Street Address)

Glen Hope, Pa 16645
(City, State ZIP)

CIVIL ACTION

No. 2008-20-CD

Type of Case: Civil

Type of Pleading: Response

Filed on Behalf of:

Bradley Frailey
(Plaintiff/Defendant)

FILED

APR 10 2008
0 / 12 : 30 (W) (6)
William A. Shaw
Prothonotary/Clerk of Courts

~~NO FILED~~
NO C/C

Bradley Frailey
(Filed by)

6002 Tyrone Pk, Glen Hope, Pa
(Address) 16645

814-672-3788
(Phone)

Brad Frailey
(Signature)

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

ARDENT RESOURCES, INC.

A corporation,

Plaintiff

No. 2008-20-CD

Vs.

BRADLEY FRAILEY, JANET
HAZELTON, DANIEL V.
FRAILEY, KERRY L. FRAILEY
ANTHONY FRAILEY, DARLENE
WESTOVER, LEO FRAILEY
JENNIE VAUX, DENNIS FRAILEY,
DELLA WHARTEN, BRABARA
GRAHAM, AND GEORGIE FRAILEY
COX, INDIVIDUALLY, AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS

Defendants

4/10/08
em107 B&G
NOTICE OF RESPOND

TO: Ardent Resources, Plaintiff
Daniel V. Frailey and Kerry L. Frailey, Defendant

This is my written response to the New Matter on claim number 2008-20-CD received on April 4th, 2008. According to my parent's will, I only have 1/12 part of the gas well rights. I do not own any of the surface rights on the gas well tract. This disagreement between Ardent Resources, Inc., Plaintiff and Daniel V. Frailey and Kerry L. Frailey, Defendants is due to the surface rights not the gas right.

Bradley Frailey

Bradley Frailey
4/9/08

CC:

NADDEO & LEWIS, LLC

Ann B. Wood, Esquire

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

ARDENT RESOURCES, INC., :
Plaintiff :
: :
v. : No. 2008-20-CD
: :
DANIEL V. FRAILEY, KERRY L. FRAILEY, : Type of Case: Civil
ANTHONY FRAILEY, DARLENE WESTOVER, :
DELLA WHARTEN, LEO FRAILEY, JENNIE :
VAUX, JANET HAZELTON, DENNIS FRAILEY, :
BRADLEY FRAILEY, BARBARA GRAHAM, :
GEORGIE FRAILEY COX, INDIVIDUALLY :
AND AS ATTORNEY-IN-FACT FOR THE :
HEUBER FRAILEY HEIRS, :
Defendants :
: Filed on Behalf of:
: Leo Frailey, Anthony Frailey,
: Della Wharton and
: Dennis Frailey, Defendants
: :
: Counsel of Record for these Parties:
: F. Cortez Bell, III, Esquire
: I.D. #30183
: :
: 318 East Locust Street
: P.O. Box 1088
: Clearfield, PA 16830
: Telephone: (814)765-5537
: :

FILED
04/14/08 14CC
APR 14 2008 Atty Bell
GR
William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.,	:	
Plaintiff	:	
	:	
v.	:	No. 2008-20-CD
	:	
DANIEL V. FRAILEY, KERRY L. FRAILEY,	:	
ANTHONY FRAILEY, DARLENE WESTOVER,	:	
DELLA WHARTEN, LEO FRAILEY, JENNIE	:	
VAUX, JANET HAZELTON, DENNIS FRAILEY,	:	
BRADLEY FRAILEY, BARBARA GRAHAM,	:	
GEORGIE FRAILEY COX, INDIVIDUALLY	:	
AND AS ATTORNEY-IN-FACT FOR THE	:	
HEUBER FRAILEY HEIRS,	:	
Defendants	:	

NOTICE TO PLEAD

TO THE WITHIN PLAINTIFF ARDENT RESOURCES, INC.:

You are hereby notified to file a written response to the enclosed New Matter and Counterclaim filed on behalf of Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton, within twenty (20) days from service hereof or a judgment may be entered against you.

By,


F. Cortez Bell, III, Esquire
Attorney for Defendants
Leo Frailey, Dennis Frailey
Anthony Frailey and Della Wharton

Date: April 14, 2008

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

ARDENT RESOURCES, INC.,	:	
Plaintiff	:	
	:	
v.	:	No. 2008-20-CD
	:	
DANIEL V. FRAILEY, KERRY L. FRAILEY,	:	
ANTHONY FRAILEY, DARLENE WESTOVER,	:	
DELLA WHARTEN, LEO FRAILEY, JENNIE	:	
VAUX, JANET HAZELTON, DENNIS FRAILEY,	:	
BRADLEY FRAILEY, BARBARA GRAHAM,	:	
GEORGIE FRAILEY COX, INDIVIDUALLY	:	
AND AS ATTORNEY-IN-FACT FOR THE	:	
HEUBER FRAILEY HEIRS,	:	
Defendants	:	

ANSWER, NEW MATTER AND COUNTERCLAIM
TO AMENDED COMPLAINT

ANSWER

NOW COMES, the Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton by and through their attorney, F. Cortez Bell, III, Esquire and sets forth their Answer to the Amended Complaint as follows:

1. Paragraph 1 of the Amended Complaint is admitted.
2. Paragraph 2 of the Amended Complaint is admitted.
3. Paragraph 3 of the Amended Complaint is admitted.
4. Paragraph 4 of the Amended Complaint is admitted.
5. Paragraph 5 of the Amended Complaint is admitted.
6. Paragraph 6 of the Amended Complaint is admitted.

7. Paragraph 7 of the Amended Complaint is admitted to the extent stated. It would be further averred that the true and correct spelling of the Defendant Della Wharton's last name is Wharton rather than Wharten.
8. Paragraph 8 of the Amended Complaint is admitted.
9. Paragraph 9 of the Amended Complaint is admitted.
10. Paragraph 10 of the Amended Complaint is admitted.
11. Paragraph 11 of the Amended Complaint is admitted.
12. Paragraph 12 of the Amended Complaint is admitted.
13. Paragraph 13 of the Amended Complaint is denied as stated and it would be averred that the Defendant Barbara Graham does not live in Irvona, Pennsylvania.
14. Paragraph 14 of the Amended Complaint is admitted.
15. Paragraph 15 of the Amended Complaint is admitted.
16. Paragraph 16 of the Amended Complaint is admitted.
17. Paragraph 17 of the Amended Complaint is admitted.
18. Paragraph 18 of the Amended Complaint is admitted to the extent that the Plaintiff, Ardent proposed to drill a well identified as Well #61 on the property of Defendant's Daniel Frailey and Kerry Frailey and that the map attached as Exhibit "E" identifies the approximate location of the proposed well. In regard to the application and receipt of a DEP permit for said well and location, the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton, after reasonable investigation are unable to determine the truth of such averment and therefore are unable to admit or deny the same. Strict proof thereof would be demanded at time of trial or hearing in this matter.

19. Paragraph 19 of the Amended Complaint is denied. It would be specifically denied that the Plaintiff, Ardent has provided a copy of its DEP permit application and permit to the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton. Strict proof of the denied averment would be demanded at time of trial or hearing in this matter.
20. Paragraph 20 of the Amended Complaint is denied. It would be specifically denied that the Plaintiff, Ardent has asked the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton as to their agreement or denial of the proposed location of Well #61. Strict proof of the denied averment would be demanded at time of trial or hearing in this matter.
21. Paragraph 21 of the Amended Complaint is denied. It would be specifically denied that the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton are being unreasonable as to their agreement or disagreement as to the well location as their position on the well location was never sought by the Plaintiff, Ardent. Strict proof of the denied averment would be demanded at time of trial or hearing in this matter.
22. Paragraph 22 of the Amended Complaint is a legal conclusion to which no response is necessary.

WHEREFORE the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton respectfully request that your Honorable Court dismiss the Complaint filed against them as there is no basis for such Complaint and/or that your Honorable Court find in favor of the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton that there has been no unreasonable withholding by said Defendants of any agreement as to the location of Well

#61. The Defendants would further request an award of Counsel fees, costs and expenses associated with regard to the defense of this matter.

NEW MATTER

NOW COMES, the Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton by and through their attorney, F. Cortez Bell, III, Esquire and sets forth their New Matter to the Amended Complaint as follows:

23. Paragraphs One through Twenty-Two of the Answer set forth above would be incorporated herein by reference as if the same were set forth at this point at length.
24. That the Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton are not the owners of the surface of the tract of land in question and as such can exercise no direct control as to the surface of the tract of land upon which sits the proposed location of Well #61.
25. That all contact as to the location of the proposed Well #61 has occurred between the Plaintiff Ardent and the Defendants Daniel V. Frailey and Kerry L. Frailey the owners of the surface of the property.
26. That no contact as to the location of the proposed Well #61 has occurred between the Plaintiff Ardent and the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton.

WHEREFORE the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton respectfully request that your Honorable Court dismiss the Complaint filed against them as there is no basis for such Complaint and/or that your Honorable Court find in favor of the

Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton that there has been no unreasonable withholding by said Defendants of any agreement as to the location of Well #61. The Defendants would further request an award of Counsel fees, costs and expenses associated with regard to the defense of this matter.

COUNTERCLAIM

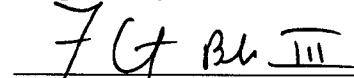
NOW COMES, the Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton by and through their attorney, F. Cortez Bell, III, Esquire and sets forth their Counterclaim to the Amended Complaint as follows:

27. Paragraphs One through Twenty-Six of the Answer and New Matter set forth above would be incorporated herein by reference as if the same were set forth at this point at length.
28. That the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton have had to expend counsel fees, costs and expenses and will be required to expend ongoing counsel fees, cost and expenses in regard to the defense of the assertions made within the Amended Complaint filed by the Plaintiff, Ardent Resources, Inc.
29. That the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton have paid a retainer of \$1,000.00 to instant counsel in order to secure his services in regard to the above captioned matter.
30. That the bringing of the instant action against the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton by the Plaintiff, Ardent Resources, Inc. under the circumstance of this case constitutes an arbitrary, vexatious, egregious and/or bad faith act such that the Plaintiff, Ardent Resources, Inc.

should be required to compensate the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton for all counsel fees, costs and expenses associated with regard to the defense of the instant Amended Complaint before the Court of Common Pleas of Clearfield County.

WHEREFORE the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton respectfully request that your Honorable Court dismiss the Complaint filed against them as there is no basis for such Complaint and/or that your Honorable Court find in favor of the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton that there has been no unreasonable withholding by said Defendants of any agreement as to the location of Well #61 as well as that the Court enter an Order directing that the Plaintiff, Ardent Resources, Inc. be responsible for all counsel fees, costs and expenses incurred by the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton in defense of the instant Amended Complaint and proceedings arising therefrom.

Respectfully Submitted,



F. Cortez Bell, III, Esquire
318 East Locust Street
P.O. Box 1088
Clearfield, PA. 16830
PA. I.D. No. 30183

VERIFICATION

I, F. Cortez Bell, III, Esquire, Counsel for the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton, verify that the statements made within the foregoing Answer, New Matter and Counterclaim are true and correct to the best of my knowledge, information and belief based upon information supplied to me by the Defendants Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton. This verification is filed in order to allow for the filing of the instant pleading with the full and complete verification of each of the Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton to be filed immediately upon receipt. This verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsifications to authorities.

Date: April 14, 2008

F. Cortez Bell, III

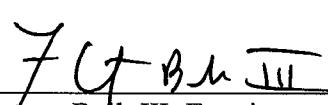
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ARDENT RESOURCES, INC., :
Plaintiff :
:
v. : No. 2008-20-CD
:
DANIEL V. FRAILEY, KERRY L. FRAILEY, :
ANTHONY FRAILEY, DARLENE WESTOVER, :
DELLA WHARTEN, LEO FRAILEY, JENNIE :
VAUX, JANET HAZELTON, DENNIS FRAILEY, :
BRADLEY FRAILEY, BARBARA GRAHAM, :
GEORGIE FRAILEY COX, INDIVIDUALLY :
AND AS ATTORNEY-IN-FACT FOR THE :
HEUBER FRAILEY HEIRS, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing Answer, New Matter and Counterclaim to Amended Complaint upon the following persons by first class mail, postage pre-paid addressed as follows:

James A. Naddeo, Esquire Naddeo & Lewis, LLC 207 East Market Street P.O. Box 552 Clearfield, PA 16830	Ann B. Wood, Esquire Bell, Silberbaltt & Wood 318 East Locust Street P.O. Box 670 Clearfield, PA. 16830	Georgie Frailey-Cox 4200 Irvona Road Irvona, Pa. 16656
Darlene Westover 2240 Madison Road Distant, PA. 16223	Janet Hazelton 1486 Frailey Road Irvona, PA. 16656	David C. Mason, Esquire P.O. Box 28 Philipsburg, PA. 16866
Bradley Frailey 6002 Tyrone Pike Glen Hope, Pa. 16645		


F. Cortez Bell, III, Esquire
Attorney for Defendants, Leo Frailey
Anthony Frailey, Dennis Frailey and
Della Wharton

Date: April 14, 2008

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

* No. 2008 - 20 - CD

* Type of Pleading:

* **PRAECIPE FOR ENTRY OF
DEFAULT JUDGMENT**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Atty pd.20.00
M/12/50/04
APR 15 2008 Notice to D Westover
William A. Shaw
Prothonotary/Clerk of Courts
7cc Atty Naddeo
6K

Dated: April 15, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiff, Ardent Resources, Inc., and against Defendant, Darlene Westover, for her failure to plead to the complaint in this action within the required time. The Complaint contains a notice to defend within twenty (20) days from the date of service thereof. Defendant, Darlene Westover was served on March 3, 2008. Her answer was due to be filed on March 24, 2008.

Attached as Exhibit "A" are copies of Plaintiff's written Notice of Intention to File Prae~~s~~cipe for Entry of Default Judgment as well as copy of Certificate of Service

marked Exhibit "B" showing the date of service of the Default Judgment which I certify was mailed by regular mail to the Defendant on April 3, 2008, which is at least ten days prior to the filing of this Praeclipe.

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

*

*

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

*

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*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe for Entry of Default Judgment (against Defendant, Darlene Westover) was served on the following and in ^{16th} the following manner on the ~~15th~~ day of April, 2008:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

F. Cortez Bell, III, Esquire
Attorney at Law
318 East Locust Street
P.O. Box 1088
Clearfield, PA 16830

David C. Mason, Esquire
407 North Front Street
P.O. Box 28
Philipsburg, PA 16866

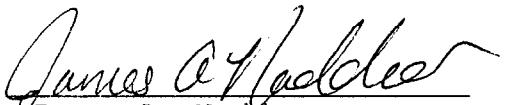
Georgie Frailey Cox
4200 Irvona Road
Irvona, PA 16656

Darlene Westover
2240 Madison Road
Distant, PA 16223

Janet Hazelton
1486 Frailey Road
Irvona, PA 16656

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

NADDEO & LEWIS, LLC

By: 
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

No. 2008 - 20 - CD

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,

Defendants.

TO: Darlene Westover
Defendant

Date of Notice: April 3, 2008

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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.

Exhibit "A"

Court Administrator
Clearfield County Court-House
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

* No. 2008 - 20 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.

* Pa I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

Dated: April 3, 2008

Exhibit "B"

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants.

*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Darlene Westover
2240 Madison Road
Distant, PA 16223

NADDEO & LEWIS, LLC

By:

James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA



CIVIL DIVISION

Ardent Resources, Inc.

Vs.

No. 2008-00020-CD

Daniel V. Frailey Kerry L. Frailey Frailey Farms
Frailey Farms Anthony Frailey Darlene Westover
Della Wharten Leo Frailey Jennie Vaux Janet
Hazelton Dennis Frailey Bradley Frailey Barbara
Graham Georgie Frailey Cox Heuber Frailey, Heirs

To: Darlene Westover

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you on April 16, 2008.

William A. Shaw

Prothonotary

William A. Shaw

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

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No. 2008 - 20 - CD

Type of Pleading:

**PRAECIPE FOR ENTRY OF
DEFAULT JUDGMENT**

Filed on behalf of:

Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.

Pa I.D. 06820

&

Trudy G. Lumadue, Esq.

Pa I.D. 202049

NADDEO & LEWIS, LLC.

207 E. Market Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

Atty pd.20.00
m/12/4/08 Notice to Atty Mason
4/14/08 2008
cc Atty Naddeo
William A. Shaw
Prothonotary/Clerk of Courts

Dated: April 15, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiff, Ardent Resources, Inc., and against Defendant, Jennie Vaux, for her failure to plead to the complaint in this action within the required time. The Complaint contains a notice to defend within twenty (20) days from the date of service thereof. Defendant, Jennie Vaux was served on February 29, 2008. Her answer was due to be filed on March 20, 2008.

Attached as Exhibit "A" are copies of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment as well as copy of Certificate of Service marked Exhibit "B" showing the date of service of the Default

Judgment which I certify was mailed by regular mail to the Defendant on April 3, 2008, which is at least ten days prior to the filing of this Praeclipe.

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praecipe for Entry of Default Judgment (against Defendant, Jennie Vaux) was served on the following and in the following manner on the 16th day of April, 2008:

First-Class Mail, Postage Prepaid

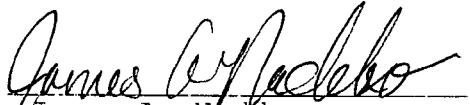
Ann B. Wood, Esquire BELL, SILBERBLATT & WOOD 318 East Locust Street P.O. Box 670 Clearfield, PA 16830	F. Cortez Bell, III, Esquire Attorney at Law 318 East Locust Street P.O. Box 1088 Clearfield, PA 16830
--	--

David C. Mason, Esquire 407 North Front Street P.O. Box 28 Philipsburg, PA 16866	Georgie Frailey Cox 4200 Irvona Road Irvona, PA 16656
---	---

Darlene Westover 2240 Madison Road Distant, PA 16223	Janet Hazelton 1486 Frailey Road Irvona, PA 16656
--	---

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

NADDEO & LEWIS, LLC

By: 
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

No. 2008 - 20 - CD

DANIEL V. FRAILEY, KERRY L.

FRAILEY, ANTHONY FRAILEY,

DARLENE WESTOVER, DELLA

WHARTEN, LEO FRAILEY,

JENNIE VAUX, JANET HAZELTON,

DENNIS FRAILEY, BRADLEY

FRAILEY, BARBARA GRAHAM,

AND GEORGIE FRAILEY COX,

INDIVIDUALLY AND AS

ATTORNEY-IN-FACT FOR THE

HEUBER FRAILEY HEIRS,

Defendants. *

TO: Jennie Vaux
Defendant

Date of Notice: April 3, 2008

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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.

Exhibit "A"

Court Administrator
Clearfield County Court House
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

* No. 2008 - 20 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: April 3, 2008

Exhibit "B"

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants.

*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Jennie Vaux
137 Richard Street
Philipsburg, PA 16866

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Ardent Resources, Inc.

Vs.

No. 2008-00020-CD

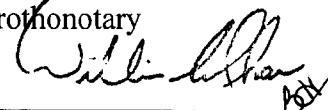
Daniel V. Frailey Kerry L. Frailey Frailey Farms
Frailey Farms Anthony Frailey Darlene Westover
Della Wharten Leo Frailey Jennie Vaux Janet
Hazelton Dennis Frailey Bradley Frailey Barbara
Graham Georgie Frailey Cox Heuber Frailey, Heirs

To: Jennie Vaux

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you on April 16, 2008.

William A. Shaw

Prothonotary



William A. Shaw

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

* No. 2008 - 20 - CD

* Type of Pleading:

* **PRAECIPE FOR ENTRY OF
DEFAULT JUDGMENT**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820
* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Atty pd. 20.00
04/12/2008 Notice to G.F.Cox
7 CC Atty Naddeo
William A. Shaw
Prothonotary/Clerk of Courts

(6K)

Dated: April 15, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiff, Ardent Resources, Inc., and against Defendant, Georgie Frailey Cox, for her failure to plead to the complaint in this action within the required time. The Complaint contains a notice to defend within twenty (20) days from the date of service thereof. Defendant, Georgie Frailey Cox was served on February 29, 2008. Her answer was due to be filed on March 20, 2008.

Attached as Exhibit "A" are copies of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment as well as copy of Certificate of Service

marked Exhibit "B" showing the date of service of the Default Judgment which I certify was mailed by regular mail to the Defendant on April 3, 2008, which is at least ten days prior to the filing of this Praeclipe.

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe for Entry of Default Judgment (against Defendant, Georgie Frailey Cox) was served on the following and in the following manner on the 16th day of April, 2008:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire BELL, SILBERBLATT & WOOD 318 East Locust Street P.O. Box 670 Clearfield, PA 16830	F. Cortez Bell, III, Esquire Attorney at Law 318 East Locust Street P.O. Box 1088 Clearfield, PA 16830
David C. Mason, Esquire 407 North Front Street P.O. Box 28 Philipsburg, PA 16866	Georgie Frailey Cox 4200 Irvona Road Irvona, PA 16656
Darlene Westover 2240 Madison Road Distant, PA 16223	Janet Hazelton 1486 Frailey Road Irvona, PA 16656

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants. *

TO: Georgie Frailey Cox
Defendant

Date of Notice: April 3, 2008

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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.

Exhibit "A"

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

No. 2008 - 20 - CD

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,

Defendants.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Georgie Frailey Cox
4200 Irvona Road
Irvona, PA 16656

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

Court Administrator
Clearfield County Court House
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

* No. 2008 - 20 - CD

* Type of Pleading:

* CERTIFICATE OF SERVICE

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.

* Pa I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

Dated: April 3, 2006

Exhibit "B"

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,

*

Defendants.

*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 3rd day of April, 2008:

First-Class Mail, Postage Prepaid

Georgie Frailey Cox
4200 Irvona Road
Irvona, PA 16656

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Ardent Resources, Inc.

Vs.

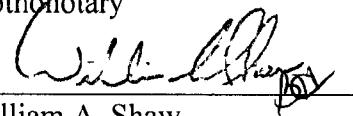
No. 2008-00020-CD

Daniel V. Frailey Kerry L. Frailey Frailey Farms
Frailey Farms Anthony Frailey Darlene Westover
Della Wharten Leo Frailey Jennie Vaux Janet
Hazelton Dennis Frailey Bradley Frailey Barbara
Graham Georgie Frailey Cox Heuber Frailey, Heirs

To: Georgie Frailey Cox

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you on April 16, 2008.

William A. Shaw
Prothonotary


William A. Shaw

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

* No. 2008 - 20 - CD

* Type of Pleading:

* REPLY TO NEW MATTER FILED
* BY DEFENDANTS, DANIEL V.
* FRAILEY AND KERRY L.
* FRAILEY

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

&

* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

*FILED 7CC
04/03/01
APR 11 2001
(6P)*
William A. Shaw
Prothonotary/Clerk of Courts

Dated: April 16, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

REPLY TO NEW MATTER

NOW COMES the Plaintiff, Ardent Resources, Incorporated, and by its attorney, James A. Naddeo, Esquire, hereby replies to the new matter filed by Defendants, Daniel V. Frailey and Kerry L. Frailey, as follows:

23. Admitted.

24. Admitted as stated, but in further answer thereto the location of the well had to be changed as the result of additional geological studies.

25. Admitted as stated, but in further answer thereto, it was on this same occasion that Defendants, Daniel V.

Frailey and Kerry L. Frailey, were given the Department of Environmental Protection permit application for Well #61.

25. Admitted.

26. Denied. To the contrary, it is alleged that Plaintiff never made such a representation to Defendants, Daniel V. Frailey and Kerry L. Frailey.

27. Denied. Plaintiff delivered a copy of survey plat and permit application to Daniel Frailey who received the same in person on November 15, 2007. True and correct copy of Affidavit of Delivery is attached hereto as Exhibit "A."

28. Admitted.

29. Admitted.

30. Admitted.

31. Admitted.

32. Admitted.

33. Denied as stated. To the contrary, the water supply on the subject tract of land at the location of Well #47 is a spring that remains in tact and always was in tact. No damage occurred to the water supply itself, rather damage occurred to a connection between the water supply and the home. The waterline connection was replaced.

34. Denied as stated. In further answer thereto, Plaintiff incorporates Paragraph 34 as if set forth in full herein.

35. Admitted.

36. Admitted.

37. Admitted in part; denied in part. Admitted that Defendants, Daniel V. Frailey and Kerry L. Frailey, have expressed concern regarding their water source. It is denied however, that said concern is reasonable and to the contrary any likelihood of damage to Defendants' water supply is negligible and/or nonexistent. In further answer thereto, damage to Defendants' water supply is no greater than in any other situation where Plaintiff has located wells, none of which have resulted in damage to the property owner's water supply.

WHEREFORE, Plaintiff, Ardent Resources, Inc., prays for a judgment in its favor and against Defendants, Daniel V. Frailey and Kerry L. Frailey.

Respectfully submitted by,

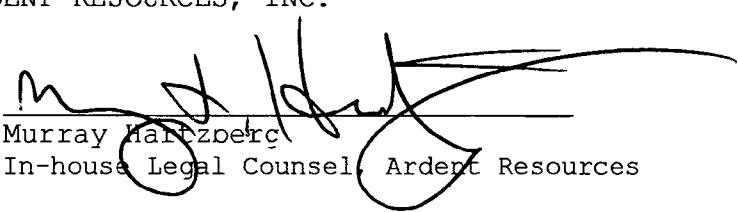
NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

VERIFICATION

I, Murray Hartzberg, In-house Legal Counsel of Ardent Resources, Inc. verify that the statements made in the foregoing Reply to New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

ARDENT RESOURCES, INC.

By: 
Murray Hartzberg
In-house Legal Counsel, Ardent Resources

Dated: 3 - 19 - 08

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

ARDENT RESOURCES, INC.	*
a corporation,	*
Plaintiff	*
	*
vs.	*
	*
	No. 2008 - 20 - CD
DANIEL V. FRAILEY, KERRY L.	*
FRAILEY, ANTHONY FRAILEY,	*
DARLENE WESTOVER, DELLA	*
WHARTEN, LEO FRAILEY,	*
JENNIE VAUX, JANET HAZELTON,	*
DENNIS FRAILEY, BRADLEY	*
FRAILEY, BARBARA GRAHAM,	*
AND GEORGIE FRAILEY COX,	*
INDIVIDUALLY AND AS	*
ATTORNEY-IN-FACT FOR THE	*
HEUBER FRAILEY HEIRS,	*
Defendants.	*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Reply to New Matter Filed by Defendants, Daniel V. Frailey and Kerry L. Frailey was served on the following and in the following manner on the 16th day of April, 2008:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire BELL, SILBERBLATT & WOOD 318 East Locust Street P.O. Box 670 Clearfield, PA 16830	F. Cortez Bell, III, Esquire Attorney at Law 318 East Locust Street P.O. Box 1088 Clearfield, PA 16830
--	--

David C. Mason, Esquire 407 North Front Street P.O. Box 28 Philipsburg, PA 16866	Georgie Frailey Cox 4200 Irvona Road Irvona, PA 16656
---	---

Darlene Westover 2240 Madison Road Distant, PA 16223	Janet Hazelton 1486 Frailey Road Irvona, PA 16656
--	---

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

* No. 2008-20-CD

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

FILED *(GR)*

APR 29 2008
01 10:45
William A. Shaw
Prothonotary/Clerk of Courts
8 Cans To

ATT

* Type of Pleading:

* REPLY TO NEW MATTER FILED
* BY DEFENDANTS, LEO
* FRAILEY, ANTHONY FRAILEY,
* DELLA WHARTON, AND DENNIS
* FRAILEY

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

* &

* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 203 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: April 29, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

**REPLY TO NEW MATTER FILED BY DEFENDANTS, LEO FRAILEY,
ANTHONY FRAILEY, DELLA WHARTON AND DENNIS FRAILEY**

NOW COMES the Plaintiff, Ardent Resources, Incorporated, and by its attorney, James A. Naddeo, Esquire, hereby replies to the new matter filed by Defendants, Daniel V. Frailey and Kerry L. Frailey, as follows:

23. No answer is required.

24. Admitted in part. Denied in part. Admitted that the named Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton, are not the owners of the surface of the tract of land in question. Denied that the herein named Defendants can exercise no direct control as to the surface of the tract of land upon which the proposed Well #61 will be

located. To the contrary as parties to the lease (See Exhibit "D" to Plaintiff's Amended Complaint) entered into between Plaintiff and Defendants, the named Defendants under Paragraph 20 have a voice in determining location of well sites, pipelines and roadways upon said tract of land.

25. Denied. On or about the first week of March 2008, Plaintiff's representative, Murray Hartzberg, spoke to Georgie Frailey Cox regarding the Well #61 location and other matters pertaining to this matter.

26. Admitted.

WHEREFORE, Plaintiff, Ardent Resources, Inc., prays for a judgment in its favor and against Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton.

Respectfully submitted by,

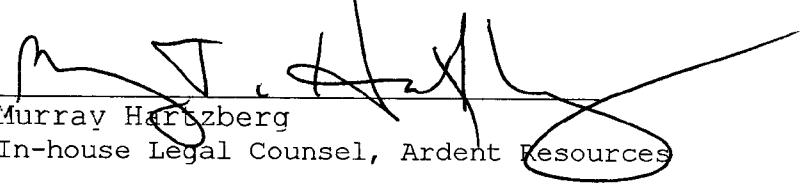
NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

VERIFICATION

I, Murray Hartzberg, In-house Legal Counsel of Ardent Resources, Inc. verify that the statements made in the foregoing Reply to New Matter and Answer to Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

ARDENT RESOURCES, INC.

By: 

Murray Hartzberg
In-house Legal Counsel, Ardent Resources

Dated: 4-18-08

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

ARDENT RESOURCES, INC.	*
a corporation,	*
Plaintiff	*
	*
vs.	*
	*
	No. 2008 - 20 - CD
	*
DANIEL V. FRAILEY, KERRY L.	*
FRAILEY, ANTHONY FRAILEY,	*
DARLENE WESTOVER, DELLA	*
WHARTEN, LEO FRAILEY,	*
JENNIE VAUX, JANET HAZELTON,	*
DENNIS FRAILEY, BRADLEY	*
FRAILEY, BARBARA GRAHAM,	*
AND GEORGIE FRAILEY COX,	*
INDIVIDUALLY AND AS	*
ATTORNEY-IN-FACT FOR THE	*
HEUBER FRAILEY HEIRS,	*
Defendants.	*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Reply to New Matter Filed by Defendants, Leo Frailey, Anthony Frailey, Della Wharton and Dennis Frailey was served on the following and in the following manner on the 29th day of April, 2008:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

F. Cortez Bell, III, Esquire
Attorney at Law
318 East Locust Street
P.O. Box 1088
Clearfield, PA 16830

David C. Mason, Esquire
407 North Front Street
P.O. Box 28
Philipsburg, PA 16866

Georgie Frailey Cox
4200 Irvona Road
Irvona, PA 16656

Darlene Westover
2240 Madison Road
Distant, PA 16223

Janet Hazelton
1486 Frailey Road
Irvona, PA 16656

and

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

* No. 2008-20-CD

* Type of Pleading:

* AMENDED REPLY TO NEW
* MATTER AND ANSWER TO
* NEW MATTER FILED BY
* DEFENDANTS, LEO FRAILEY,
* ANTHONY FRAILEY, DELLA
* WHARTON AND DENNIS
* FRAILEY

* Filed on behalf of:
* Plaintiff
* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820
* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049
* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED 8cc
010526N Atty
MAY 01 2008 Naddeo

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

Dated: May 1, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

AMENDED REPLY TO NEW MATTER AND ANSWER TO COUNTERCLAIM
FILED BY DEFENDANTS, LEO FRAILEY, ANTHONY FRAILEY,
DELLA WHARTON AND DENNIS FRAILEY

NOW COMES the Plaintiff, Ardent Resources, Incorporated, and by its attorney, James A. Naddeo, Esquire, hereby replies to the new matter and answers the counterclaim filed by Defendants, Daniel V. Frailey and Kerry L. Frailey, as follows:

23. No answer is required.

24. Admitted in part. Denied in part. Admitted that the named Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton, are not the owners of the surface of the tract of land in question. Denied that the herein named

Defendants can exercise no direct control as to the surface of the tract of land upon which the proposed Well #61 will be located. To the contrary as parties to the lease (See Exhibit "D" to Plaintiff's Amended Complaint) entered into between Plaintiff and Defendants, the named Defendants under Paragraph 20 have a voice in determining location of well sites, pipelines and roadways upon said tract of land.

25. Denied. On or about the first week of March 2008, Plaintiff's representative, Murray Hartzberg, spoke to Georgie Frailey Cox regarding the Well #61 location and other matters pertaining to this matter.

26. Admitted.

WHEREFORE, Plaintiff, Ardent Resources, Inc., prays for a judgment in its favor and against Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton.

ANSWER TO COUNTERCLAIM

27. No answer is required.

28. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

29. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

30. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied. To the contrary, Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton, as parties to the lease whereby approval of the location of Well #61 is being withheld, are necessary parties to this action.

WHEREFORE, Plaintiff respectfully requests that Your Honorable Court dismiss the Counterclaim filed by Defendants, Leo Frailey, Dennis Frailey, Anthony Frailey and Della Wharton and that Your Honorable Court enter judgment in favor of Plaintiff and against Defendants.

Respectfully submitted by,

NADDEO & LEWIS, LLC

By 
James A. Naddeo
Attorney for Plaintiff

VERIFICATION

I, Murray Hartzberg, In-house Legal Counsel of Ardent Resources, Inc. verify that the statements made in the foregoing Reply to New Matter and Answer to Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

ARDENT RESOURCES, INC.

By: 

Murray Hartzberg
In-house Legal Counsel, Ardent Resources

Dated: 4-18-08

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Amended Reply to New Matter and Answer to Counterclaim Filed by Defendants, Leo Frailey, Anthony Frailey, Della Wharton and Dennis Frailey was served on the following and in the following manner on the 1st day of May, 2008:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

David C. Mason, Esquire
407 North Front Street
P.O. Box 28
Philipsburg, PA 16866

Darlene Westover
2240 Madison Road
Distant, PA 16223

F. Cortez Bell, III, Esquire
Attorney at Law
318 East Locust Street
P.O. Box 1088
Clearfield, PA 16830

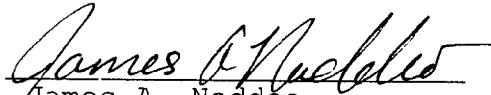
Georgie Frailey Cox
4200 Irvona Road
Irvona, PA 16656

Janet Hazelton
1486 Frailey Road
Irvona, PA 16656

and

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

NADDEO & LEWIS, LLC

By: 
James A. Naddeo
Attorney for Plaintiff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

MAY 05 2008

u/ 11:30/ ~
William A. Shaw
Prothonotary/Clerk of Courts
No. C/C
6K

Ardent Resources
(Plaintiff)

CIVIL ACTION

No. 2008-20-CD

Type of Case: Civil Division

Type of Pleading: Response.

Filed on Behalf of:

Darlene Westover

(Plaintiff/ Defendant)

VS.

Darlene Westover
(Defendant)

Box 12 2240 Madison Rd.
(Street Address)

Distant pa 16223
(City, State Zip)

Darlene Westover
(Filed by)

Box 2 Distant pa 16223
(Address)

814-275-1043
(Phone)

Darlene Westover
(Signature)

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

ARDENT RESOURCES, INC.,
A corporation,
Plaintiff

No. 2008-20-CD

Vs.

DARLENE WESTOVER, DANIEL
FRAILEY, KERRY L. FRAILEY
ANTHONY FRAILEY, GEORGIE
FRAILEY COX, DELLA WHARTEN,
LEO FRAILEY, JENNIE VAUX,
DENNIS FRAILEY, BRADLEY
FRAILEY, BRABARA GRAHAM,
AND, JANET HAZELTON
INDIVIDUALLY, AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS
Defendants

NOTICE TO RESPONSE

TO: Ardent Resources, Inc., Plaintiff
Daniel V. Frailey and Kerry L. Frailey, Defendants

This is my written response to the New Matter on claim number 2008-20-CD received on April 30th, 2008. According to my parents' will I only have 1/12 of the gas well rights. I do not own any of the surface rights of the gas well tract. This claim between Ardent Resources, Inc., Plaintiff and Daniel V. Frailey and Kerry L. Frailey, Defendants concerns the surface rights not gas rights.

Darlene Westover

Darlene Westover

2240 Madison Road
Distant, PA 16223

CC:
NADDEO & LEWIS, LLC
Ann B. Wood, Esquire

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

MAY 05 2008
m/11/30/08
William A. Shaw
Prothonotary/Clerk of Courts
No. C/6
GK

Ardent Resources
(Plaintiff)

(Street Address)

(City, State Zip)

CIVIL ACTION

No. 2008-20-CD

Type of Case: Civil division

Type of Pleading: Response

VS.

Georgie Frailey Cox
(Defendant)

4200 Irvona Road
(Street Address)

Irvona Pa 16656
(City, State Zip)

Filed on Behalf of:

Georgie Frailey Cox
(Plaintiff/ Defendant)

Georgie Frailey Cox
(Filed by)

4200 Irvona Road
(Address) Irvona Pa 16656

814 672 3263
(Phone)

Georgie Frailey Cox
(Signature)

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

ARDENT RESOURCES, INC.,
A corporation,
Plaintiff

No. 2008-20-CD

Vs.

GEORGIE FRAILEY COX, DANIEL V.
FRAILEY, KERRY L. FRAILEY
ANTHONY FRAILEY, DARLENE
WESTOVER, DELLA WHARTEN,
LEO FRAILEY, JENNIE VAUX,
DENNIS FRAILEY, BRADLEY
FRAILEY, BRABARA GRAHAM,
AND, JANET HAZELTON
INDIVIDUALLY, AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS
Defendants

NOTICE TO RESPONSE

TO: Ardent Resources, Inc., Plaintiff
Daniel V. Frailey and Kerry L. Frailey, Defendants

This is my written response to the New Matter on claim number 2008-20-CD received on April 30th, 2008. According to my parents' will I only have 1/12 of the gas well rights. I do not own any of the surface rights of the gas well tract. This claim between Ardent Resources, Inc., Plaintiff and Daniel V. Frailey and Kerry L. Frailey, Defendants concerns the surface rights not gas rights.

Georgie Frailey Cox



4200 Irvona Road
Irvona, PA 16656

CC:
NADDEO & LEWIS, LLC
Ann B. Wood, Esquire

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

*

*

*

*

vs.

* No. 2008-20-CD

*

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,

Defendants.

*

*

Type of Pleading:

*

* **CERTIFICATE OF SERVICE**

*

* Filed on behalf of:

*

Plaintiff

*

Counsel of Record for
this party:

*

*

James A. Naddeo, Esq.

*

Pa I.D. 06820

*

&

*

Trudy G. Lumadue, Esq.

*

Pa I.D. 202049

*

NADDEO & LEWIS, LLC.

*

207 E. Market Street

*

P.O. Box 552

*

Clearfield, PA 16830

*

(814) 765-1601

*

FILED NO
03/33/2014
MAY 06 2008
W.A. Shaw
Prothonotary/Clerk of Courts

W.A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 6th day of May, 2008:

First-Class Mail, Postage Prepaid

Barbara Graham
1452 Graham Road
Irsvona, PA 16656

David C. Mason, Esquire
407 North Front Street
PO Box 28
Philipsburg, PA 16866

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103628
NO: 08-20-CD
SERVICE # 1 OF 3
COMPLAINT ACTION FOR DECLARATORY JUDGMENT

PLAINTIFF: ARDENT RESOURCES, INC. A corp.

vs.

DEFENDANT: DANIEL V. FRAILEY, an ind., KERRY L. FRAILEY an ind t/d/b/a FRAILEY FARMS and
FRAILEY FARMS, a Partnership

SHERIFF RETURN

NOW, January 30, 2008 AT 10:27 AM SERVED THE WITHIN COMPLAINT ACTION FOR DECLARATORY JUDGMENT ON DANIEL V. FRAILEY, ind t/d/b/a FRAILEY FARMS DEFENDANT AT RESIDENCE 1095 FRAILEY ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DANIEL V. FRAILEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION FOR DECLARATORY JUDGMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
MAY 07 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103628
NO: 08-20-CD
SERVICE # 2 OF 3
COMPLAINT ACTION FOR DECLARATORY JUDGMENT

PLAINTIFF: ARDENT RESOURCES, INC. A corp.

VS.

DEFENDANT: DANIEL V. FRAILEY, an ind., KERRY L. FRAILEY an ind t/d/b/a FRAILEY FARMS and
FRAILEY FARMS, a Partnership

SHERIFF RETURN

NOW, January 30, 2008 AT 10:27 AM SERVED THE WITHIN COMPLAINT ACTION FOR DECLARATORY JUDGMENT ON KERRY L. FRAILEY, ind. t/d/b/a FRAILEY FARMS DEFENDANT AT RESIDENCE 1367 FRAILEY ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KERRY L. FRAILEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION FOR DECLARATORY JUDGMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103628
NO: 08-20-CD
SERVICE # 3 OF 3
COMPLAINT ACTION FOR DECLARATORY JUDGMENT

PLAINTIFF: ARDENT RESOURCES, INC. A corp.

vs.

DEFENDANT: DANIEL V. FRAILEY, an ind., KERRY L. FRAILEY an ind t/d/b/a FRAILEY FARMS and
FRAILEY FARMS, a Partnership

SHERIFF RETURN

NOW, January 30, 2008 AT 10:27 AM SERVED THE WITHIN COMPLAINT ACTION FOR DECLARATORY JUDGMENT ON FRAILEY FARMS, A Partnership DEFENDANT AT RESIDENCE 1095 FRAILEY ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAN FRAILEY, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION FOR DECLARATORY JUDGMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103628
NO: 08-20-CD
SERVICES 3
COMPLAINT ACTION FOR DECLARATORY

JUDGMENT

PLAINTIFF: ARDENT RESOURCES, INC. A corp.

vs.

DEFENDANT: DANIEL V. FRAILEY, an ind., KERRY L. FRAILEY an ind t/d/b/a FRAILEY FARMS and
FRAILEY FARMS, a Partnership

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NADDEO	001058	30.00
SHERIFF HAWKINS	NADDEO	001058	70.00

Sworn to Before Me This

____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103781
NO: 08-20-CD
SERVICE # 1 OF 10
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
vs.
DEFENDANT: DANIEL V. FRAILEY al

SHERIFF RETURN

NOW, February 29, 2008 AT 11:18 AM SERVED THE WITHIN AMENDED COMPLAINT ON GEORGIA FRAILEY COX DEFENDANT AT 4200 IRVONA ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GEORGIA FRAILEY COX, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
02:45P.M. 68
JUN 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103781
NO: 08-20-CD
SERVICE # 2 OF 10
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
vs.
DEFENDANT: DANIEL V. FRAILEY al

SHERIFF RETURN

NOW, March 03, 2008 AT 2:19 PM SERVED THE WITHIN AMENDED COMPLAINT ON ANTHONY FRAILEY DEFENDANT AT 1444 RT. 729, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANTHONY FRAILEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103781
NO: 08-20-CD
SERVICE # 3 OF 10
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
VS.
DEFENDANT: DANIEL V. FRAILEY a1

SHERIFF RETURN

NOW, February 27, 2008, SHERIFF OF ARMSTRONG COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN AMENDED COMPLAINT ON DARLENE WESTOVER.

NOW, March 03, 2008 AT 2:45 PM SERVED THE WITHIN AMENDED COMPLAINT ON DARLENE WESTOVER,
DEFENDANT. THE RETURN OF ARMSTRONG COUNTY IS HERETO ATTACHED AND MADE PART OF THIS
RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103781
NO: 08-20-CD
SERVICE # 4 OF 10
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
vs.
DEFENDANT: DANIEL V. FRAILEY al

SHERIFF RETURN

NOW, February 29, 2008 AT 11:14 AM SERVED THE WITHIN AMENDED COMPLAINT ON DELLA WHARTEN DEFENDANT AT 3875 IRVONA ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DONALD WHARTEN, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103781
NO: 08-20-CD
SERVICE # 5 OF 10
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
VS.
DEFENDANT: DANIEL V. FRAILEY al

SHERIFF RETURN

NOW, February 29, 2008 AT 11:25 AM SERVED THE WITHIN AMENDED COMPLAINT ON LEO FRAILEY DEFENDANT AT 1091 PARKS ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LEO FRAILEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103781
NO: 08-20-CD
SERVICE # 6 OF 10
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
VS.
DEFENDANT: DANIEL V. FRAILEY al

SHERIFF RETURN

NOW, February 27, 2008, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN AMENDED COMPLAINT ON JENNIE VAUX.

NOW, March 19, 2008 AT 12:05 PM SERVED THE WITHIN AMENDED COMPLAINT ON JENNIE VAUX, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103781
NO: 08-20-CD
SERVICE # 7 OF 10
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
vs.
DEFENDANT: DANIEL V. FRAILEY al

SHERIFF RETURN

NOW, March 18, 2008 AT 3:00 PM SERVED THE WITHIN AMENDED COMPLAINT ON JANET HAZELTON DEFENDANT AT (WORK) IRVONA POST OFFICE, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JANET HAZELTON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103781
NO: 08-20-CD
SERVICE # 8 OF 10
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
vs.
DEFENDANT: DANIEL V. FRAILEY a1

SHERIFF RETURN

NOW, February 29, 2008 AT 11:30 AM SERVED THE WITHIN AMENDED COMPLAINT ON DENNIS FRAILEY DEFENDANT AT 1090 DENNIS ROAD, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENNIS FRAILEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103781
NO: 08-20-CD
SERVICE # 9 OF 10
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
vs.
DEFENDANT: DANIEL V. FRAILEY al

SHERIFF RETURN

NOW, March 04, 2008 AT 12:10 PM SERVED THE WITHIN AMENDED COMPLAINT ON BRADLEY FRAILEY DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRADLEY FRAILEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HAWKINS /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 10 of 10 Services

Sheriff Docket #

103781

ARDEN RESOURCES, INC.

Case # 08-20-CD

vs.

DANIEL V. FRAILEY a1

TYPE OF SERVICE AMENDED COMPLAINT

SHERIFF RETURNS

NOW June 16, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN AMENDED COMPLAINT "NOT FOUND" AS TO BARBARA GRAHAM, DEFENDANT. NO SUCH ADDRESS.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103781
NO. 08-20-CD
SERVICES 10
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.

vs.

DEFENDANT: DANIEL V. FRAILEY al

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NADDEO	1167	100.00
SHERIFF HAWKINS	NADDEO	1178	150.00
CENTRE CO.	NADDEO	1180	68.50
ARMSTRONG CO.	NADDEO	1179	42.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

CASE NO: 2008-00020 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF Armstrong CountyARDENT RESOURCES INC

VS

DANIEL V FRAILEY ET AL

ALAN D TARR, Sheriff or Deputy Sheriff of Armstrong County, Pennsylvania, who being duly sworn according to law, says, the within AMENDED COMPLAINT as served upon WESTOVER DARLENE the DEFENDANT, at 0014:45 Hour, on the 3rd day of March, 2008 at 2240 MADISON ROAD DISTANT, PA 16223, Armstrong County Pennsylvania, by handing to DARLENE WESTOVER a true and attested copy of the AMENDED COMPLAINT ;

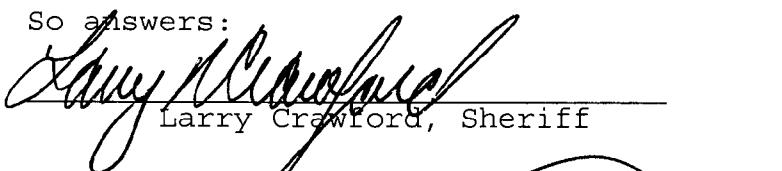
and at the same time directing Her attention to the contents thereof.

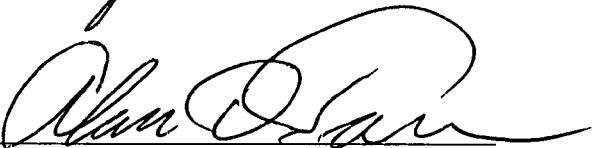
Sheriff's Costs:
Docketing 9.00
Service 9.00
Affidavit 5.00
Surcharge .00
19.00

42.00 03/03/2008

NADDEO & LEWIS LLC

So answers:

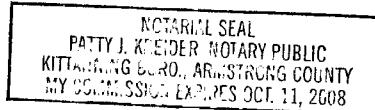

Larry Crawford, Sheriff


By _____ Deputy Sheriff

Sworn and subscribed to before me

this 6th day of March, 2008 A.D. _____

Patty J. Kiebler
Notary



Case No 2008-00020 T
ARDENT RESOURCES INC (VS) DANIEL V FRAILEY ET AL

Date
Filed

2/29/08 AMENDED COMPLAINT, FILED. TIME STAMPED 11:05 AM. RECEIVED FROM CLEARFIELD COUNTY SHERIFF'S OFFICE. WE ARE TO SERVE DARLENE WESTOVER ONLY.

3/03/08 AT 2:45 PM, DEPUTY ALAN D TARR SERVED THE WITHIN AMENDED COMPLAINT UPON THE DEFENDANT, DARLENE WESTOVER, BY PERSONALLY HANDING TO HER, AT 2240 MADISON ROAD, DISTANT, ARMSTRONG COUNTY, PENNSYLVANIA, A TRUE AND ATTESTED COPY OF SAID AMENDED COMPLAINT AND INFORMED HER OF THE CONTENTS THEREIN.

3/04/08 RETURNED TO CLEARFIELD COUNTY SHERIFF'S OFFICE.
COPY SENT FOR ATTORNEY WITH REFUND OF \$8.00.
SO ANSWERS LARRY R CRAWFORD, SHERIFF.



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 [REDACTED]

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103781

TERM & NO. 08-20-CD

ARDEN RESOURCES, INC.

AMENDED COMPLAINT

VS.

DANIEL V. FRAILEY al

**SERVE BY: 03/21/08
COURT DATE:**

MAKE REFUND PAYABLE TO NADDEO & LEWIS, LLC

SERVE: DARLENE WESTOVER

ADDRESS: 2240 MADISON ROAD, DISTANT, PA 16223

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF ARMSTRONG COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, February 27, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SHERIFF'S OFFICE

CENTRE COUNTY

NADDEO & LEWIS, LLC

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s) ARDENT RESOURCES, INC.	2. Case Number 08-20-CD
3. Defendant(s) DANIEL V. FRAILEY ETAL	4. Type of Writ or Complaint: AMENDED COMP 500860

SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. JENNIE VAUX
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 137 RICHARD ST., PHILIPSBURG, PA 16866

7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other

Now, 20_____. I, SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator NADDEO & LEWIS, LLC	10. Telephone Number	11. Date
	12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

TO BE COMPLETED BY SHERIFF

16. Served and made known to Jennie Vaux	on the 19 day of March
20 2008 at 12:05 PM o'clock, m., at 137 RICHARD ST., PHILIPSBURG, PA 16866	, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

<input type="checkbox"/> Defendant(s) personally served.	<input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is defendant
<input type="checkbox"/> Adult in charge of Defendant's residence.	<input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s).
<input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business.	<input type="checkbox"/> and officer of said Defendant company.

Other _____

On the _____ day of _____, 20_____, at _____ o'clock, _____ M.

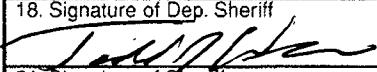
Defendant not found because:

<input type="checkbox"/> Moved	<input type="checkbox"/> Unknown	<input type="checkbox"/> No Answer	<input type="checkbox"/> Vacant	<input type="checkbox"/> Other _____
--------------------------------	----------------------------------	------------------------------------	---------------------------------	--------------------------------------

Remarks:

Advance Costs 75.00	Docket 9.00	Service 9.00	Sur Charge 0.00	Affidavit 2.50	Mileage 48.00	Postage	Misc.	Total Costs 68.50	Costs Due or Refund (6.50)
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17. AFFIRMED and subscribed to before me this 26	So Answer.	18. Signature of Dep. Sheriff	19. Date
--	------------	-------------------------------	----------

20 day of March 2008		31/24/08
23 COMMISSIONER OF NOTARIES STATE OF PENNSYLVANIA Attn: Anna Peters Notary Public Co. of H. P. P. My Commission Expires	21. Signature of Sheriff	22. Date

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.	SHERIFF OF CENTRE COUNTY	Amount Pd.	Page	25. Date Received
---	--------------------------	------------	------	-------------------



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 [REDACTED]

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103781

TERM & NO. 08-20-CD

ARDEN RESOURCES, INC.

AMENDED COMPLAINT

vs.

DANIEL V. FRAILEY al

SERVE BY: 03/21/08
COURT DATE:

MAKE REFUND PAYABLE TO NADDEO & LEWIS, LLC

SERVE: JENNIE VAUX

ADDRESS: 137 RICHARD ST., PHILISPBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, February 27, 2008.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

ARDENT RESOURCES, INC.

a corporation,

Plaintiff

vs.

* No. 2008 - 20 - CD

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

* Type of Pleading:

* **AMENDED COMPLAINT**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

&

* Trudy G. Lumadue, Esq.

* Pa I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

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

FEB 20 2008

Attest.

William L. Lewis
Prothonotary/
Clerk of Courts

Dated: February 20, 2008

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

NOTICE

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

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

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

AMENDED COMPLAINT

NOW COMES the Plaintiff, Ardent Resources, Incorporated, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Ardent Resources, Inc. (hereinafter "Ardent"), a New York corporation, having its principal place of business at 61 McMurray Road, Suite 204, Pittsburgh, Pennsylvania 15241.

2. That Defendant, Daniel V. Frailey, is an individual who resides at 1095 Frailey Road, Irvona, Pennsylvania 16656.

3. That Defendant, Kerry L. Frailey, is an individual who resides at 1367 Frailey Road, Irvona, Pennsylvania 16656.

4. That Defendant, Georgie Frailey Cox, is an individual who resides at 4200 Irvona Road, Irvona, Pennsylvania 16656 and is also attorney in fact for the Heuber Frailey heirs.

5. That Defendant, Anthony Frailey, is an individual who resides at 311 Locust Street, Curwensville, Pennsylvania 16833.

6. That Defendant, Darlene Westover, is an individual who resides at 2240 Madison Road, Distant, Pennsylvania 16223.

7. That Defendant, Della Wharten, is an individual who resides at 3875 Irvona Road, Irvona, Pennsylvania 16656.

8. That Defendant, Leo Frailey, is an individual who resides at 1091 Parks Road, Irvona, Pennsylvania 16656.

9. That Defendant, Jennie Vaux, is an individual who resides at 137 Richard Street, Philipsburg, Pennsylvania 16866.

10. That Defendant, Janet Hazelton, is an individual who resides at 1486 Frailey Road, Irvona, Pennsylvania 16656.

11. That Defendant, Dennis Frailey, is an individual who resides at 1090 Dennis Road, Irvona, Pennsylvania 16656.

12. That Defendant, Bradley Frailey, is an individual who resides at 6002 Tyrone Pike, Glen Hope, Pennsylvania 16645.

13. That Defendant, Barbara Graham, is an individual who resides at 1452 Graham Road, Irvona, Pennsylvania 16656.

14. That all of the above named defendants are collectively identified as the Heuber Frailey Heirs and will hereinafter be referred to as such.

15. That the Heuber Frailey Heirs are the owners of oil and gas underlying those lands as described by courses and calls as 100 acres in March 14, 1988 deed from Georgie Cox and Anthony Frailey, Executors of the Last Will and Testament of Heuber Frailey, to Daniel Frailey and Kerry Frailey, excepting and reserving the underlying coal, oil, gas and minerals, recorded in Deed Book 1213, Page 69; less an untabulated tract conveyed with a June 16, 1980 deed from Heuber Frailey and Marian Frailey to William Hazelton and Janet Hazelton recorded in Deed Book 798, Page 267, and 1 acre conveyed by a May 20, 1988 deed from Kerry Frailey et al to Darlene Westover and Lyle Westover recorded in Deed Book 1234, Page 173. True and correct copies of these three deeds are attached hereto as Exhibits "A," "B," and "C" respectively.

16. That on or about December 28, 2006, the Heuber Frailey Heirs entered into an Oil and Gas Lease with Plaintiff as the lessee. A true and correct copy of said lease agreement along with recorded memorandum of lease is attached collectively hereto as Exhibit "D."

17. That pursuant to Paragraph 20 of the Oil and Gas Lease well locations are to be mutually agreed upon by lessor (Defendants, Heuber Frailey Heirs) and lessee (Plaintiff, Ardent) and that approval of well locations "shall not be unreasonably withheld" by lessor.

18. That Ardent proposed to drill a well identified as Well No. 61 (sixty-one) on the leased property and has applied and received the necessary Department of Environmental Protection (DEP) permits. A true and correct copy of Well Location Plat Map which identifies the location of Well No. 61 is attached hereto as Exhibit "E."

19. That Ardent provided a copy of its DEP permit application and permit to the Defendants.

20. That Defendants will not agree to the location of Well No. 61.

21. That Ardent believes and therefore avers that Defendants are unreasonably withholding their agreement to the well location.

22. That it will be strictly for this Court to determine the interpretation of the Oil and Gas Lease entered into by Plaintiff and Defendants and in particular to determine if Defendants' withholding of an agreement for a well location is unreasonable.

WHEREFORE, Plaintiff, Ardent Resources, Inc., prays for a judgment declaring whether agreement as to the location of Well No. 61 is being unreasonably withheld by Defendants, the Heuber Frailey Heirs pursuant to the Oil and Gas Lease as more particularly described herein.

Respectfully submitted by,

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

VERIFICATION

I, Christopher Robinson, Vice President of Ardent Resources, Inc. verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

ARDENT RESOURCES, INC.

By: 
Christopher Robinson
Vice President

Dated: 2-14-08

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Amended Complaint was served on the following and in the following manner on the 20th day of February, 2008:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

1988 DRAFT / Executor

Published and Sold by The Philbrick Co., Williamsport, PA. 17701

VOL 1213 PAGE 069

This Indenture,

MADE the 14 day of March in the year of
our Lord, nineteen hundred and eighty-eight (1988).

BETWEEN GORGIE COX and ANTHONY FRAILEY

Executor of the last Will and Testament of HEUBER FRAILEY

late of Irvona, Clearfield County, Pennsylvania, Parties of the First
Part, GRANTORS,

AND

DANIEL FRAILEY and KERRY FRAILEY of Irvona, Clearfield County,
Pennsylvania, Tenants in Common, Parties of the Second Part, GRANTEEES.

WHEREAS, the said Heuber Frailey became in
his lifetime lawfully seized in his domesne as of fee of the hereinafter described real estate;
and being thereof so seized, made his last WILL AND TESTAMENT, in writing, dated the 12th
day of February, Nineteen Hundred and eight-one (1981), wherein and whereby
he appointed as Executors; and

WHEREAS, the said Heuber Frailey died on the 6th day of
December, 1984, and the said last Will and Testament was duly probated on the 1st day of
January, 1985, and is now of record in the Office of the Register of Wills in and for
Clearfield County, in Will Book No. 50, at Page 199, as an examination thereof
will more fully reveal; and

WHEREAS, Paragraph 4 of said Will states "If my death occurs less
than 6 years from the date of this will, I then devise an option to
Daniel and/or Kerry to purchase the farm as tenants in common" and

WHEREAS, the said Daniel Frailey and Kerry Frailey have exercised the
option by writing bearing dated March 5, 1985.

NOW THIS INDENTURE WITNESSETH, That the said Grantors
for and in consideration of the sum of Sixteen Thousand Nine Hundred Fifty-six and
37/100 ---- (\$16,956.37) ----- Dollars,
to them in hand paid by the said Daniel Frailey and Kerry Frailey at or before the seal-
ing and delivery hereof, the receipt of which is hereby acknowledged, by virtue of the power granted by law,
he granted, bargained, sold, aliened, released, and confirmed, and by these presents do grant, bargain, sell
all, release, and confirm unto the said Grantees, their

heirs and assigns,

ALL that certain piece or parcel of land located in Jordan Township,
Clearfield County, Pennsylvania, more particularly bounded and de-
scribed as follows:

BEGINNING at a pine at land of John McCord; thence South
forty (40) degrees East one hundred thirty-four (134)
perches to a hemlock; thence North fifty-one (51) degrees
East one hundred twenty-eight (128) perches to a post;

Exhibit "C"

Exhibit "A"

VOL 1213 PAGE 070

thence by J. Morrison's land North forty (40) degrees West one hundred thirty-four (134) perches to a beech; thence by other land of D. M. McKeehan South fifty-one (51) degrees West one hundred twenty-eight (128) perches to pine and place of beginning.

CONTAINING one hundred (100) acres, more or less,

BEING the same premises as was conveyed to Huber Frailey and Marion Frailey by deed dated March 5, 1970 from Gladys Elva Manko, et al, and recorded March 24, 1970 in Deed Book 558, Page 702. Marion Frailey died August 12, 1980, title vesting in Huber Frailey, surviving spouse.

Also being the same premises conveyed to Huber Frailey and Marion Frailey by deed from Carl M. Heil and Ruth M. Heil dated August 22, 1964 and recorded in Deed Book 360, Page 277.

EXCEPTING AND RESERVING a parcel of land situate on the eastern line of Route T-417, containing approximately one acre with trailer and foundation situate thereon,

EXCEPTING AND RESERVING that parcel of land conveyed to William Haselton and Janet H. Haselton by deed dated June 16, 1980 and recorded June 17, 1980 in Deed Book 798, Page 267.

EXCEPTING AND RESERVING all coal, oil, gas and other minerals with the right to mine and remove the same by any and all methods,

For the purpose of complying with the Act of July 17, 1957, P.L. 986; 52 P.S. Supp. 155, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice:

THIS DOCUMENT DOES 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 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 GRANTED, TRANSFERRED, ACCEPTED OR RECEIVED BY THIS INSTRUMENT.

NOTICE

THE UNDERSIGNED GRANTEE OR GRANTEEES IN THE FOREGOING DEED HEREBY ACKNOWLEDGE THAT HE OR THEY KNOW THAT HE OR THEY MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE OF THE PROPERTY CONVEYED IN THE FOREGOING DEED RESULTING FROM COAL MINING OPERATIONS, AND FURTHER ACKNOWLEDGE THAT THEY KNOW THAT THE PROPERTY CONVEYED MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTERESTS IN THE COAL.

Daniel Frailey
Daniel Frailey
Kerry Frailey
Kerry Frailey

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TOGETHER with all and singular, the buildings, improvements, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; also the estate, right, title and interest whatsoever, of the said Heuber Frailey

at and immediately before the time of his decease, in law, equity or otherwise whatsoever, of, in, to, or out of the same.

TO HAVE AND TO HOLD the said described messuage or tenement and tract of land, with its hereditaments, and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

AND the said Georgia Cox and Anthony Frailey for their heirs, executors and administrators, do covenant, promise, grant and agree, to and with the said Grantees, their heirs and assigns, by these presents, that he has not heretofore done or 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 encumbered, in title, estate, or otherwise whatsoever.

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

In the Presence of:

Georgia Cox Seal
Georgia Cox
Anthony Frailey Seal
Anthony Frailey
Seal

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CLEARFIELD } SS;

ON THIS, the 14 day of March , A.D. 1988, before me, the undersigned officer, personally appeared Georgia Cox and Anthony Frailey

Will and Testament of Heuber Frailey Deceased, known to me for satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that executed the same in the capacity therein stated and for the purposes therein contained.

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

My Commission Expires:

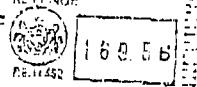
ANNE L. MORGAN, Notary Public
Clearfield County, Pa.
My Commission expires Feb. 11, 1997

I hereby certify that the precise residence of the within-named grantee is

1517 1/2 111
Irvona, PA 16656
(Attorney for)

VOL 1213 PAGE 072

032783
 COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE
 REALTY
 TRANSFER TAX
 TAX



160.56

MCNAMARA VALLEY & MOON CONTRACT
 1/20/88 114-2000-224

AMOUNT \$ 160.56

PAID 300.87 MICHAEL R. LYLE
 DUES Agree

\$46.74 169.56
 Anthony Cox 84.78
 Daniel Frailey 89.98

Deed

GEORGE COX and ANTHONY
 FRAILEY, Executors of the
 Estate of Huber Frailey,

To

DANIEL FRAILEY and KERRY
 FRAILEY

Dated March 10, 1988

CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 3:00
 BY Michael R. Lyle
 FEES 14.00
 Michael R. Lyle, Recorder

COMMONWEALTH OF PENNSYLVANIA, ss:
 COUNTY OF CLEARFIELD

RECORDED on this 23 day of March,
 A.D. 1988, in the Recorder's Office of Clearfield County, in Deed Book,
 No. 1013, page 069.

Given under my hand and the seal of the said office the day and year aforesaid.

First Monday in January, 1992

Michael R. Lyle

Recorder

Entered of Record 3-23-1988 3:00 Michael R. Lyle, Recorder

WARRANTY DEED

Printed on Plankenhorn's 100% Linen Record Paper
VOL 798 PAGE 267

This Deed,

MADE the Sixteenth day of June
In the year nineteen hundred and eighty

BETWEEN

HEUBER FRAILEY and MARIAN FRAILEY, husband and wife,
of the Township of Jordan, GRANTORS, Parties of the First Part,

AND

WILLIAM HAZELTON and JANET I. HAZELTON, husband and
wife, tenants by the entireties, of the Township of Jordan,
GRANTEES, Parties of the Second Part,

WITNESSETH, That in consideration of

the sum of One Dollar (\$1.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees,ALL THAT PARCEL OF LAND SITUATE IN THE TOWNSHIP OF JORDAN, COUNTY
OF CLEARFIELD, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED

AS FOLLOWS:

BEGINNING at a point on the northern bank of North Witmer
Run where said Run intersects with line of land of Grantor
and land of Jordan; Thence North fifty-four degrees twenty
five minutes East (N 54° 25' E) a distance of 625 feet, more
or less, to an iron post; Thence South thirty-six degrees
twenty-three minutes East (S 36° 23' E) a distance of 920 feet
more or less, along land of Donald and Della Wharton to the
northern bank of North Witmer Run; Thence continuing along
northern bank of North Witmer Run its various courses and distances to a point
North Witmer Run its various courses and distances to a point
on line of land of Grantor and Jordan to place of beginning.IT is the purpose of this deed to convey to the Grantees
herein all that land of the Grantor lying north of North
Witmer Run.BEING part of the premises conveyed by deed dated March 5,
1970 from Gladys Elva Manko et al to Heuber Frailey and
Marian Frailey recorded March 24, 1970 in Deed Book 558
Page 707.EXCEPTIN AND RESERVING all coal and other minerals with
usual mining rights.Exhibit *D*

Exhibit "B"

VOL 798 PAGE 268

THIS IS A CONVEYANCE FROM PARENTS TO DAUGHTER AND SON-IN-LAW

NOTICE

THE UNDERSIGNED GRANTEE OR GRANTEES IN THE FOREGOING DEED HEREBY ACKNOWLEDGE THAT HE OR THEY KNOW THAT HE OR THEY MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE OF THE PROPERTY CONVEYED IN THE FOREGOING DEED RESULTING FROM COAL MINING OPERATIONS, AND FURTHER ACKNOWLEDGE THAT THEY KNOW THAT THE PROPERTY CONVEYED MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTERESTS IN THE COAL.

VOL 798 PAGE 269

AND the said grantor 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

Heuber Frailey (SEAL)
Heuber Frailey
(SEAL)
Marian Frailey
Marian Frailey (SEAL)
(SEAL)
(SEAL)
(SEAL)

NTS

CERTIFICATE OF RESIDENCE

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

R.D. 1
Irvinia, Pa 16656

Tim Morgan *Tim Morgan*
Attorney or Agent for Owner

Commonwealth of Pennsylvania
County of Clearfield

SS:

On this, the 16 day of June 1980, before me

the undersigned officer, personally appeared Heuber and Marian Frailey 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 notarial seal.

Tim Morgan
ANNE L MORGAN, Notary Public
Clearfield, Clearfield Co., Pa.
My Commission Expires Dec 27, 1982

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 is 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 notarial seal.

CLEARFIELD COUNTY
ENTERED OF RECORD 1-17-80
TIME 2:16:50 PM
BY *Tim Morgan*
FEES 8.00
TIM MORGAN, Recorder

My Commission Expires

AFFIDAVIT NO. 10791

Entered of Record June 17 1980, 2:05 PM Tim Morgan, Recorder

BLANK DEED

The Philadelphia Co., Williamsport, Pa. 17701

Vol. 1234 rec. 173

This Deed,

MADE the 20th day of May

in the year nineteen hundred and eighty-eight (1988)

BETWEEN KERRY FRAILEY and AMY L. FRAILEY, his wife; DANIEL FRAILEY and DONNA L. FRAILEY, his wife; GEORGIE COX and JAMES COX, her husband; DELLA WHARTON and DONALD WHARTON, her husband; JANET I. HAZELTON and WILLIAM HAZELTON, her husband; DENNIS FRAILEY and LAURIE FRAILEY, his wife; LEO FRAILEY and SUSAN FRAILEY, his wife; BARBARA GRAHAM and RICHARD GRAHAM, her husband; BRADLEY FRAILEY and JOY FRAILEY, his wife; all of Irwona, PA; JENNIE VAUX and JAMES VAUX, her husband, of Philipsburg, PA; DARLENE WESTOVER and LYLE WESTOVER, her husband, of Distant, PA and ANTHONY FRAILEY and BONNIE FRAILEY, his wife, of Cutwenville, PA, Heirs of HEUBER FRAILEY, deceased, Parties of the First Part, GRANTORS,

AND

DARLENE WESTOVER and LYLE WESTOVER, Husband and Wife, of Distant, PA, Parties of the Second Part, GRANTEES.

WITNESSETH, That in consideration of One and no/100 Dollars (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the said GRANTORS do hereby grant and convey to the said GRANTEE,

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

BEGINNING at a point on the eastern right of way line of Township Route 417, said point being approximately two hundred (200) feet distant in a southerly direction from intersection of Township Route 417 and northern line of property now owned by Kerry Frailey and Daniel Frailey; thence in an easterly direction a distance of two hundred nine (209) feet to a point; thence continuing through land of Fraileys a southerly direction a distance of two hundred nine (209) feet to a point; thence in a westerly direction a distance of two hundred nine (209) feet to a point on the right of way line of Township Route 417; thence along eastern right of way line of Township Route 417 in a northerly direction a distance of two hundred nine (209) feet to a point and place of beginning.

CONTAINING one (1) acre.

Being part of the same premises as was conveyed to Heuber Frailey and Marian Frailey by deed dated March 5, 1970 from Gladys Elva Mauko, et al., and recorded March 24, 1970 in Deed Book 558, Page 707 and by deed from Carl M. Heil and Ruth M. Heil dated August 22, 1944 and recorded in Deed Book 360, Page 277.

Marian Frailey died August 12, 1980, title vesting in Heuber Frailey, surviving spouse.

ANNUALITY NO. Heuber

Exhibit "E"

Exhibit "C"

m1234 not 174

Huber Frailey having died December 6, 1984, title vesting in the following heirs: Kerry Frailey, Daniel Frailey, Georgia Cox, Della Wharton, Janet I. Hazelton, Dennis Frailey, Leo Frailey, Barbara Graham, Bradley Frailey, Jennie Vaux, Darlene Westover and Anthony Frailey, who along with their spouses do hereby grant and convey to the GRANTORS herein.

AND the said GRANTORS will SPECIALLY warrant and forever defend the property hereby conveyed.

IN WITNESS WHEREOF, said GRANTORS have hereunto set their hand and seal, the day and year first above-written.

Signed and delivered in the presence of:

Kerry Frailey (Seal)
Kerry Frailey
Amy L. Frailey (Seal)
Amy L. Frailey
Daniel Frailey (Seal)
Daniel Frailey
Donna L. Frailey (Seal)
Donna L. Frailey
Georgia Cox (Seal)
Georgia Cox
James Cox (Seal)
James Cox
Della Wharton (Seal)
Della Wharton
Donald Wharton (Seal)
Donald Wharton
Janet I. Hazelton (Seal)
Janet I. Hazelton
William Hazelton (Seal)
William Hazelton
Dennis Frailey (Seal)
Dennis Frailey
Laurie Frailey (Seal)
Laurie Frailey
Leo Frailey (Seal)
Leo Frailey
Susan Frailey (Seal)
Susan Frailey
Barbara Graham (Seal)
Barbara Graham
Richard Graham (Seal)
Richard Graham
Brodice Frailey (Seal)
Brodice Frailey
Joy Frailey (Seal)
Joy Frailey
Jennie Vaux (Seal)
Jennie Vaux
Jenny Vaux (Seal)
Jenny Vaux

COMMONWEALTH OF PENNSYLVANIA	
DEPARTMENT OF REVENUE	
RENTY	0.00
TRANSFERED	JUL 2008
TAX	20.00
PA 11332	

VOL 1234 PAGE 175
 (Seal)
 Darlene Westover
 Darlene Westover
 (Seal)
 Lyle Westover
 Lyle Westover
 (Seal)
 Anthony Frailey
 Anthony Frailey
 (Seal)
 Bonnie Frailey
 Bonnie Frailey

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the GRANTEE(S) herein is as follows:

Box 12
D. Street 14 1023

Thomas F. Morgan
Attorney for GRANTEE(S)

For the purpose of complying with the Act of July 17, 1957, P.L. 984; 52 P.S. Supp. '55, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following notice:

THIS DOCUMENT DOES 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 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 GRANTED, TRANSFERRED, ACCEPTED OR RECEIVED BY THIS INSTRUMENT.

NOTICE

THE UNDERSIGNED GRANTEE OR GRANTEE(S) IN THE FOREGOING DEED HEREBY ACKNOWLEDGE THAT HE OR THEY KNOW THAT HE OR THEY MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE OF THE PROPERTY CONVEYED IN THE FOREGOING DEED RESULTING FROM COAL MINING OPERATIONS; AND FURTHER ACKNOWLEDGE THAT THEY KNOW THAT THE PROPERTY CONVEYED MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTERESTS IN THE COAL.

Lyle Westover

Deedee Westover

Vol 1234 Rec 176

State of PENNSYLVANIA }
County of CLEARFIELD } SS:

On this, the 21st day of May 1988 before me a Notary Public
 the undersigned officer, personally appeared Kerry Frailey, Amy L. Frailey, Daniel Frailey, Donna L. Frailey, George Cox, James Cox, Della Wharton, Donald Wharton, Janet L. Frailey, Susan Frailey, Barbara Graham, Richard Graham, Brad Frailey, Joy Frailey, Jimmy Vane, James Vane,
Barbara Westover, Lorraine Westover, and Michael R. Lytle known to me (or satisfactorily proven) to be the person whose name is 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 official seal.

Bonnie Frailey
 Notary Public
 Commonwealth of Pennsylvania
 My Commission Expires Feb 23, 1993

State of PENNSYLVANIA }
County of CLEARFIELD } SS:

On this, the 29 day of June 1988, before me
 the undersigned officer, personally appeared Bonnie Frailey
 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 seal.

Anne L. Morgan
 ANNE L. MORGAN, Notary Public
 City of Clearfield, Pa.
 My Commission Expires Feb. 11, 1991

MOSHANON VALLEY SCHOOL DISTRICT
1% REALTY TRANSFER TAXAMOUNT 20.00PAID 7-20-88 MICHAEL R. LYTHE
Date Agent

Deed
 Total Tax 26.00
 Mont Valley Tax 10.00
 Ground Tax 10.00

AND

DARLENE WESTOVER and
LYLE WESTOVER, GRANTEES.

Deed No. 7-1988
 For Parcel situated in Jordan
 Twp., Clearfield Co.,
 Pa., containing 1.45
 Consideration \$1.00
 Recorded

Entered for Record in the Recorder's
 Office of
 County, the
 day of
 Recorder

CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 12:45 PM
 BY Thomas Morgan
 FEES 25.00
 Michael R. Lytle, Recorder

Certificate of Residence
 I hereby certify that the correct address and place of residence of the grantee
 is as follows:

Thomas T. Morgan
 Attorney or Agent for Grantee

RECORDED in the office for Recording of Deeds, etc., in and for said County, in
 Deed Book No. 1 Vol. 1234 Page 73
 WITNESS my Hand and Official Seal this 20 day of July, 1988.

My Commission Expires
 First Monday in January, 1992

Michael R. Lytle
 Recorder of Deeds

Entered of Record Sub 20 1988; 12:45 PM Michael R. Lytle, Recorder

OIL AND GAS LEASE

Lease No. CLFCD-06240-02

THIS AGREEMENT, made and entered into this the 28th day of December, 2006 (Effective Date) by and between Heuber Frailey Heirs, Georgie Frailey Cox, POA with a mailing address of 4200 Iriona Road, Iriona, PA 16656 hereinafter called to as Lessor (whether one or more), and ARDENT RESOURCES, INC., of 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, hereinafter called Lessee,

WITNESSETH: that said Lessor, in consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and /or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), all of that certain tract(s) of land situate in the Township of Jordan, County of Clearfield, State of Pennsylvania and bounded substantially as follows:

On the North by lands of W. Hazelton
On the East by lands of Reed Family
On the South by lands of B. Ricketts
On the West by lands of D. Frailey

Tax Map No.(s) 120-G15-27

and containing, for the purpose of calculating rentals 100 acres of land whether actually containing more or less, and part of all of said lands is described in that certain deed to Lessor from Joan Witherow et. al. dated 8-18-87 recorded in Volume/Liber 1194, Page 278, and Power Of Attorney dated 1-13-87 recorded in Instrument No. 200301815 in the Recorder's Office of said County.

1. It is agreed that this lease shall remain in force for a primary term of nine (9) months from the Effective Date hereof and as long thereafter as the said land is operated by Lessee in the production of oil or gas. It is expressly understood that Lessee shall maintain its rights of way as granted herein for its pipeline and other surface facilities then existing on the leased premises at the expiration or termination of this lease.

2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, in the pipe line to which said Lessee may connect its wells, a royalty of one-eighth (1/8) of native oil produced and saved from the lease premises.

(b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth (1/8) of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises.

3. Within ninety (90) days from the Effective Date hereof Lessee agrees to pay to the Lessor the sum of five hundred dollars (\$500.00), commencing from the date hereof as a rental for the 9 months, subject however to the right of surrender hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinabove provided for is the chief consideration until commencement of a well. The commencement of a well whether commercially productive or unproductive shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof. Lessee may, at its option, pay rentals and/or royalties quarterly or annually.

4. All payments under this lease shall be made by check or voucher to the order of Lessor and mailed to the above address until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments of rental

Exhibit "D"

and/or royalty are to be made according to lessor's respective interests therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.

5. Lessor reserves a total amount of 200,000 cubic feet of gas ("free gas") annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from one gas production well completed and operated by Lessee hereunder upon the herein described leased premises, which said amount of 200,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the lease premises provided said gas is used with economical appliances and is measured by meter furnished by Lessor, when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the lease premises. Lessor shall request in writing from Lessee, Lessee's requirements for accepting this free gas, including but not limited to, Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessor. The regulation of such gas will be by regulators furnished by Lessor, and approved by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of such gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or pipelines on the lease premises and removing the pipe therefrom at any time. If more than 200,000 cubic feet per year is used, the excess shall be paid for at the ~~rate charged to domestic consumers in the same area~~ and in case of default in payment for gas used in excess of said 200,000 cubic feet, Lessee is hereby authorized to deduct the amount thereof from any royalty or other payments that are then due, or may later become due, under the terms of this lease.

6. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the lease premises shall come into dispute or litigation, or, if, in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder. Lessor pledges and covenants to execute any and all curative instruments reasonably required by Lessee in furtherance of Lessor's warranties. It is agreed that if Lessor owns an interest in the land herein described less than the entire fee simple estate, then the rentals and royalties to be paid Lessor shall be reduced proportionately.

7. If and when drilling, other operations and/or payments due hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some permit, order, rule, regulation, requisition or necessity of the government, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

8. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, houses, buildings, and other structures placed on said premises, including the right to pull and remove all casing and tubing.

9. If the Lessee shall begin operations for the commencement of a well during the term of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.

10. Lessee shall have the right to assign this lease or any interest and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.

11. Lessee shall upon completion of the first productive well upon said lease premises, or upon any part of the leased premises being included in a unit as described in Paragraph 20 below, make a diligent effort to obtain a pipeline connection but any delay shall not be counted against the Lessee provided Lessee shall, as prepaid royalty, make shut-in royalty payments in the amount equal to the delay rental amount described above for quarterly periods, beginning one year from the date the first productive well shall be completed until said first well shall be connected to a pipeline. In the event that production of oil, gas or their constituents is thereafter interrupted and not marketed from any well(s) capable of production for a period of twelve (12) consecutive months, Lessee shall pay to Lessor annually for each twelve (12) consecutive months shut-in period as shut-in royalty income and as credit against the payment of future royalties the sum of one dollar per acre for each well(s) shut-in, which payments shall serve to maintain this Lease in full force and effect. Lessee's failure to timely and/or properly pay said shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

12. Lessee may, at any time during the term hereof, cancel and surrender this lease, in whole or in part, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the surrendered premises, by the mailing of a notice of such surrender to Lessor or by filing a Release or Surrender of Oil and Gas Lease(s) of record describing the premises being released or surrendered, provided that Lessee shall maintain surface rights-of-way for its existing surface facilities over the surrendered lands.

13. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

14. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the said premises to run all machinery necessary for drilling and operations thereon, and at any time to remove all machinery and fixtures placed on said premises.

15. No well shall be drilled by Lessee within 200 feet of the dwelling house or barn now on said premises, except by consent of Lessor.

16. The lease premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.

17. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations.

18. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.

19. ~~Lessor grants to the Lessee, its heirs and assigns, the right to consolidate the herein described premises, or any part thereof at the option of Lessor with others to form a unit not to exceed 640 acres for the development to the same effect as if said premises together with others in the area had been jointly leased by various Lessors to the Lessee as a single undivided tract and in such event Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such portion of one-eighth (1/8) of the oil or gas marketed from the unitized area as his acreage included therein bears to the total acreage of the unitized area, Lessee may give notice to Lessor of such consolidation by mail to the above address or by filing a declaration of record describing the properties so consolidated or unitized.~~

20. Location of well sites, pipelines, and roadways shall be mutually agreed upon between Lessor and Lessee. Approval of locations shall not be unreasonably withheld.

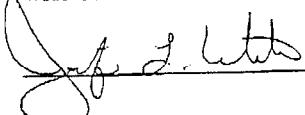
21. Lessee agrees to allow rights to said free gas stated in paragraph 5 to be transferred to Kerry L. Frailey for use at his residence located on the leased premises.

22. LESSOR SHALL HAVE 1ST OPTION TO PROVIDE STONE AND ~~THE~~
HAUL STONE FOR ALL ROADWAYS AND WELL SITES ON LESSOR'S
PROPERTY AT CURRENT COMPETITIVE PRICES. LESSOR SHALL
CUT OUT TIMBER FOR EACH WELL SITE. NO UNITIZATION
SHALL BE ALLOWED WITHOUT PRIOR WRITTEN CONSENT.

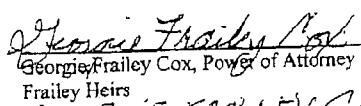
All the terms, conditions, and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

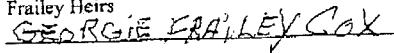
IN WITNESS WHEREOF, the lessor has/have hereunto set its/their hand(s) the day and year first above written.

WITNESS:



LESSOR: Heuber Frailey Heirs by:

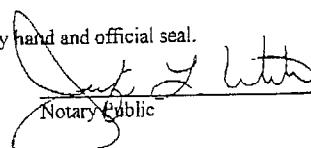


Georgie Frailey Cox, Power of Attorney for Heuber
Frailey Heirs


State of Pennsylvania
County of Clearfield

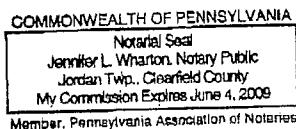
On this 28th day of December, 2006 before me, the undersigned officer, personally appeared Georgie Frailey Cox known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

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



Notary Public

My commission expires: 6-4-08
SEAL



FORM: PAOGL TL 12-9-04

This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241
After recording please return to: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

ARDENT RESOURCES INC

Instrument Number - 200700574

Recorded On 1/12/2007 At 11:54:36 AM

* Instrument Type - MEMORANDUM

* Total Pages - 3

Invoice Number - 160895

* Mortgagor - COX, GEORGIE FRAILEY

* Mortgagee - ARDENT RESOURCES INC

* Customer - ARDENT RESOURCES INC

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$18.50

AFFIDAVIT NO. 39964

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 Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL AND GAS LEASE

CLFLD - 06240 DC

This Memorandum will notify all parties that an Oil and Gas Lease Agreement (which includes coalbed methane and gob gas) was made effective as of the 28th day of December, 2006 (Effective Date) between Heuber Frailey Heirs, Georgie Frailey Cox, POA, whose address is 4200 Irvona Road, Irvona, NY 16656 hereinafter referred to as "Lessor" and ARDENT RESOURCES, INC., whose address is 61 McMurray Road, Suite 204, Pittsburgh, PA 15241, hereinafter referred to as "Lessee."

The Lease Agreement referenced above contains, among other provisions not shown below: the following provisions:

In consideration of the sum of ONE DOLLAR (\$1.00), other good and valuable benefits, and the covenants hereinafter contained on the part of the Lessee, all of which are hereby expressly acknowledged in their receipt and sufficiency, does hereby grant, demise, lease and let, exclusively unto Lessee and its successors and assigns and hereafter during the term hereof to no other party(ies), with covenants of general warranty, for the purposes and with the rights of drilling, testing, producing, injecting and/or storage of oil and/or gas and any of their constituent parts or related elements whether liquid or gaseous (expressly including coalbed methane and gob gas) in any underlying strata, and withdrawing same therefrom whether or not originally produced from or injected into any strata underlying the lease premises described below or other lands, and otherwise exploring and operating for oil and gas by any and all means now known or utilized in the future (expressly including the right to conduct seismic and other geophysical and geochemical surveys), and of laying pipelines and building tanks, roads, stations, houses, powerlines and the like for valves, meters, compressors, dehydrators, regulators, and other facilities, with all other rights and privileges incident to or convenient for the operation of the lease premises and/or any other lands (expressly including the right to transport gas produced off of the lease premise and/or lands pooled or unitized therewith, which rights-of-way hereof are specifically granted hereunder exclusively to the Lessee and its successors and assigns), and described as follows:

All of that certain tract of land situate in the Township of Jordan, County of Clearfield, State of Pennsylvania, containing 100 acres, more or less, being more particularly described as surface tax parcel 120-G15-27, which was acquired by Lessor dated 8-18-87, recorded in Liber/Volume 1194, Page 278, and Power Of Attorney dated 1-13-87 recorded in Instrument No. 200301815 of the records of Clearfield County, Pennsylvania.

Subject to the other provisions contained herein, this lease shall be in force for a primary term of nine (9) months from the Effective Date of this lease and for so long thereafter as Oil and Gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained pursuant to the provisions hereof.

IN WITNESS WHEREOF, the Lessor has/have hereunto set its/their hand(s) this 20 day of December, 2006.

WITNESS:

LESSOR: Heuber Frailey Heirs by:

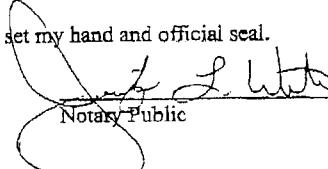
Jeff Luttrell

Georgie Frailey Cox
Georgie Frailey Cox, Power of Attorney for Heuber
Frailey Heirs
GEORGIE FRAILEY COX

State of Pennsylvania)
County of Clearfield)

On this 28th day of December, 2006 before me, the undersigned officer, personally appeared Georgie Frailey Cox known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

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


Notary Public

My commission expires: 6-4-09
SEAL

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Jennifer L. Wharton, Notary Public
Jordan Twp., Clearfield County
My Commission Expires June 4, 2009

Member, Pennsylvania Association of Notaries

FORM: PAOGL 12-9-04

This instrument prepared by: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241

After recording please return to: Ardent Resources, Inc. 61 McMurray Road, Suite 204, Pittsburgh, PA 15241



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Oil and Gas Management Program
WELL LOCATION PLAT

	DEP Application Tracking #	G:
	Permit #	C:
	Project #	

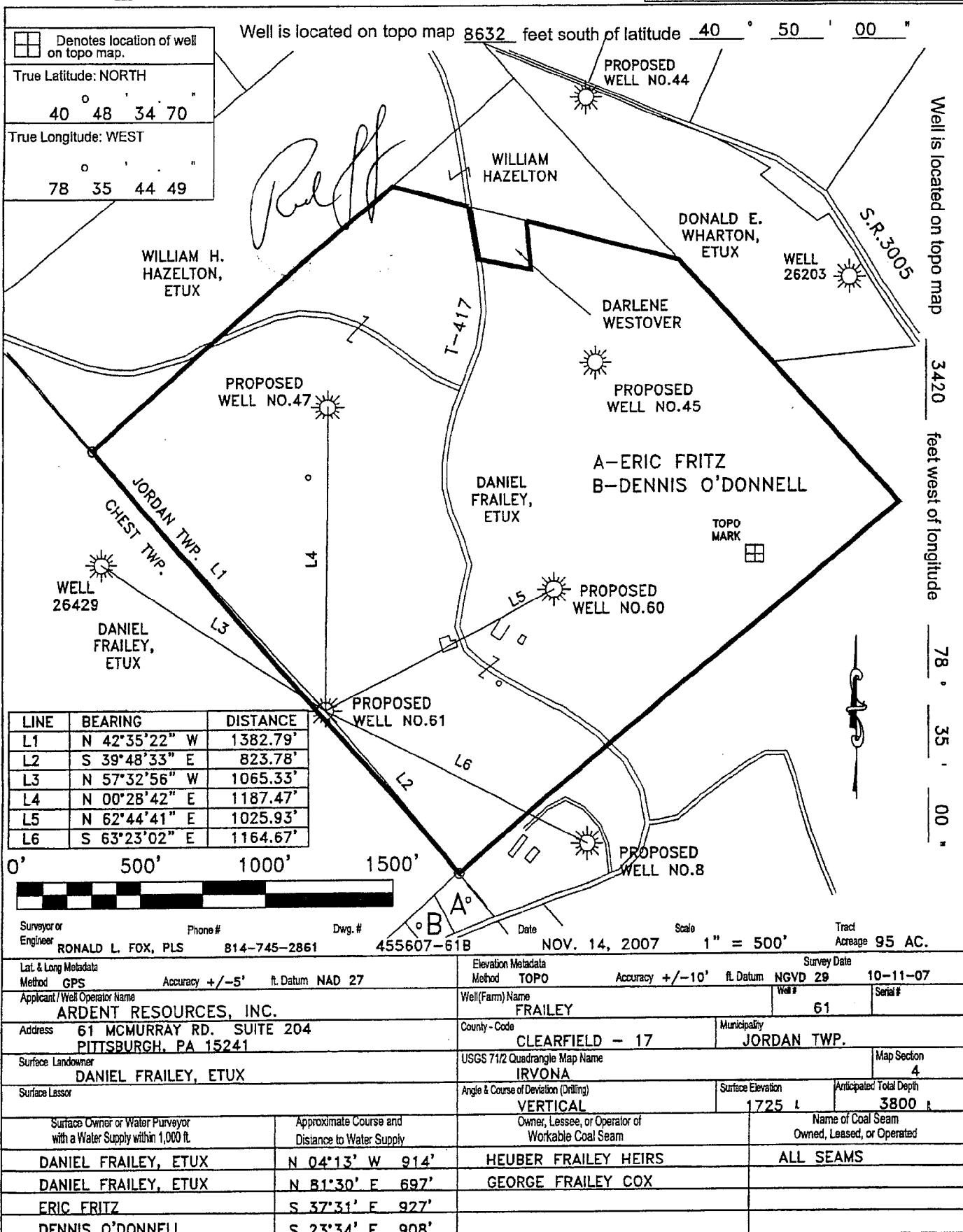


Exhibit "E"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103947
NO. 08-20-CD
SERVICE # 1 OF 1
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
VS.
DEFENDANT: DANIEL V. FRAILEY al

SHERIFF RETURN

NOW, March 31, 2008, SHERIFF OF CLARION COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN AMENDED COMPLAINT ON BARBARA GRAHAM (SEE ATTACHED DIRECTIONS).

NOW, April 10, 2008 AT 2:45 PM SERVED THE WITHIN AMENDED COMPLAINT ON BARBARA GRAHAM (SEE ATTACHED DIRECTIONS), DEFENDANT. THE RETURN OF CLARION COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
07/3/09
JUL 11 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103947
NO: 08-20-CD
SERVICES 1
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
vs.
DEFENDANT: DANIEL V. FRAILEY al

SHERIFF RETURN

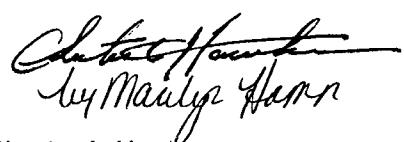
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NADDEO	1259	10.00
SHERIFF HAWKINS	NADDEO	1259	12.00
CLARION CO.	NADDEO	1259	100.00

Sworn to Before Me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

AFFIDAVIT OF SERVICE

**IN THE COURT OF COMMON PLEAS
OF CLARION COUNTY**

COMMONWEALTH OF PENNSYLVANIA NUM: 08-20-CD

ARDEN RESOURCES, INC A CORPORATION

vs

DANIEL V FRAILEY al

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLARION

Before me, the undersigned, personally appeared
DEPUTY WIL FORINGER

Who being duly sworn according to law,
deposes and says that on the
10TH OF APRIL, 2008 AT 1445 HRS
served the within Amended Complaint
on the within named Barbara Graham to:
Richard Graham, husband at her place of:
431 East Railroad Street, Knox, PA 16232
Clarion County, Pennsylvania,
by making known the contents to
Richard Graham, husband
By handing to and leaving with
Richard Graham, husband

A certified copy of the within Amended Complaint

Received from the Office of the **CLEARFIELD** County Prothonotary

So Answers



Deputy Wil Foringer



William H. Peck III
Sheriff of Clarion County

Sworn to and subscribed before me this

16th day of April A.D. 2008

Dolores Schmader

Dolores Schmader -Notary Public

NOTARIAL SEAL

DOLORES M. SCHMADER, Notary Public

Knox Township, Clarion County

My Commission Expires November 10, 2011

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008-20-CD

*

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

*

*

Type of Pleading:

*

MOTION FOR HEARING

*

*

Filed on behalf of:
Plaintiff
Counsel of Record for
this party:

*

James A. Naddeo, Esq.
Pa I.D. 06820

*

&

Trudy G. Lumadue, Esq.
Pa I.D. 202049

NADDEO & LEWIS, LLC.

207 E. Market Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

*

*

Dated: August 14, 2008

*

*

FILED 7CC
1/3/2008 Atty
Aug 1 2008 Naddeo
William A. Shaw
Prothonotary/Clerk of Courts

60

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

MOTION FOR HEARING

NOW COMES the Plaintiff and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the plaintiff commenced this action on or about January 8, 2008 against Defendants, Daniel V. Frailey and Kerry L. Frailey and Frailey Farms.
2. That Defendants, Daniel V. Frailey and Kerry L. Frailey and Frailey Farms, filed Preliminary Objections to plaintiff's complaint on or about February 15, 2008.
3. That Plaintiff's filed an Amended Complaint in response to the Preliminary Objections filed by Defendants, Daniel V. Frailey and Kerry L. Frailey and Frailey Farms and said Amended Complaint named the following as Defendants, Daniel

V. Frailey, Kerry L. Frailey, Anthony Frailey, Darlene Westover, Della Wharten, Leo Frailey, Jennie Vaux, Janet Hazelton, Dennis Frailey, Bradley Frailey, Barbara Graham and Georgie Frailey Cox.

4. That Defendants, Daniel V. Frailey and Kerry L. Frailey, filed an Answer & New Matter to the Amended Complaint on or about March 10, 2008.

5. That Defendants, Janet Hazelton and Bradley Frailey, filed Responses to the New Matter filed by Defendants, Daniel V. Frailey and Kerry L. Frailey, but did not specifically answer the Amended Complaint.

6. That an Entry of Appearance was entered by David C. Mason, on behalf of Defendant, Jennie Vaux, on or about March 26, 2008, but no answer has been filed by Ms. Vaux.

7. On or about April 16, 2008 Plaintiff filed a Praeceipe for entry of Default Judgment against Defendants, Jennie Vaux and the same was entered by the Prothonotary.

8. That on or about April 14, 2008, Defendants, Anthony Frailey, Leo Frailey, Della Wharten and Dennis Frailey, filed an Answer, New Matter and Counterclaim to Plaintiff's Amended Complaint.

9. That Defendants, Darlene Westover and Georgie Frailey Cox filed nothing in response to the Amended Complaint filed by Plaintiff and on or about April 16, 2008 Plaintiff

filed a Praeclipe for Entry of Default Judgment against Defendants, Darlene Westover and Georgie Frailey Cox and the same was entered by the Prothonotary.

10. That thereafter, on or about May 2, 2008, Georgie Frailey Cox and Darlene Westover filed separate *Notice of Responses to the New Matter* "filed on April 30, 2008."

11. That on or about April 3, 2008 an Entry of Appearance was entered by David C. Mason, on behalf of Defendant, Barbara Graham.

12. That Defendant, Barbara Graham has failed to answer the Amended Complaint filed by Plaintiff.

13. That on or about August 14, 2008 Plaintiff filed a Praeclipe for Entry of Default Judgment against Defendant, Barbara Graham.

14. That the pleadings are closed and this being a declaratory judgment action, the matter is ripe for hearing by Your Honorable Court.

15. That Plaintiff respectfully requests Your Honorable Court schedule a hearing in this matter.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court enter an order scheduling a hearing in this

matter.

Respectfully submitted by,

By James A. Naddeo
James A. Naddeo, Esquire
Attorney for the Plaintiff

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Motion for Hearing was served on the following and in the following manner on the 14th day of August, 2008:

First-Class Mail, Postage Prepaid

Ann Wood, Esquire BELL, SILBERBLATT & WOOD 318 East Locust Street P.O. Box 670 Clearfield, PA 16830	F. Cortez Bell, Esquire Attorney at Law 318 East Locust Street P.O. Box 1088 Clearfield, PA 16830
---	---

David C. Mason, Esquire 407 North Front Street P.O. Box 28 Philipsburg, PA 16866	Georgie Frailey Cox 4200 Irvona Road Irvona, PA 16656
---	---

Darlene Westover 2240 Madison Road Distant, PA 16223	Janet Hazelton 1486 Frailey Road Irvona, PA 16656
--	---

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

NADDEO & LEWIS, LLC

By: 
James A. Naddeo
Attorney for Plaintiff

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

Dated: August 14, 2008

FILED (610)
Atty. Ad.
01/16/2008 \$20.00
AUG 15 2008 TCC to Atty. Maddie
William A. Shaw Notice to B. Graham
Prothonotary/Clerk of Courts clo David Mason, Esq.

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiff, Ardent Resources, Inc., and against Defendant, Barbara Graham, for her failure to plead to the complaint in this action within the required time. The Complaint contains a notice to defend within twenty (20) days from the date of service thereof. Defendant, Barbara Graham, was served on April 10, 2008 as appears from Sheriff Return attached hereto as Exhibit "A." Her answer was due to be filed on April 30, 2008.

Attached as Exhibit "B" are copies of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment as well as copy of Certificate of Service

marked Exhibit "C" showing the date of service of the Notice of Default Judgment which I certify was mailed by regular mail to Defendant and Defendant's counsel on May 6, 2008, which is at least ten days prior to the filing of this Praeclipe.

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC. *
a corporation, *
Plaintiff *
*
vs. * No. 2008 - 20 - CD
*
DANIEL V. FRAILEY, KERRY L. *
FRAILEY, ANTHONY FRAILEY, *
DARLENE WESTOVER, DELLA *
WHARTEN, LEO FRAILEY, *
JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY *
FRAILEY, BARBARA GRAHAM, *
AND GEORGIE FRAILEY COX, *
INDIVIDUALLY AND AS *
ATTORNEY-IN-FACT FOR THE *
HEUBER FRAILEY HEIRS, *
Defendants. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe for Entry of Default Judgment (against Barbara Graham) was served on the following and in the following manner on the 15th day of August, 2008:

First-Class Mail, Postage Prepaid

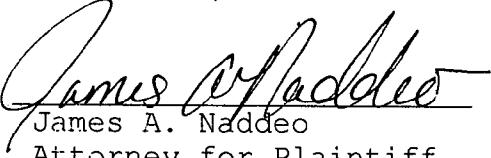
Ann Wood, Esquire BELL, SILBERBLATT & WOOD 318 East Locust Street P.O. Box 670 Clearfield, PA 16830	F. Cortez Bell, Esquire Attorney at Law 318 East Locust Street P.O. Box 1088 Clearfield, PA 16830
---	---

David C. Mason, Esquire 407 North Front Street P.O. Box 28 Philipsburg, PA 16866	Georgie Frailey Cox 4200 Irvona Road Irvona, PA 16656
---	---

Darlene Westover 2240 Madison Road Distant, PA 16223	Janet Hazelton 1486 Frailey Road Irvona, PA 16656
--	---

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

NADDEO & LEWIS, LLC

By: 
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103947
NO: 08-20-CD
SERVICE # 1 OF 1
AMENDED COMPLAINT

PLAINTIFF: ARDEN RESOURCES, INC.
VS.
DEFENDANT: DANIEL V. FRAILEY al

JUL 14 2008
COURT

SHERIFF RETURN

NOW, March 31, 2008, SHERIFF OF CLARION COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN AMENDED COMPLAINT ON BARBARA GRAHAM (SEE ATTACHED DIRECTIONS).

NOW, April 10, 2008 AT 2:45 PM SERVED THE WITHIN AMENDED COMPLAINT ON BARBARA GRAHAM (SEE ATTACHED DIRECTIONS), DEFENDANT. THE RETURN OF CLARION COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

Exhibit "A"

mailed
5-6-08

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants. *

TO: Barbara Graham
Defendant

Date of Notice: May 6, 2008,

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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.

Exhibit "B"

Court Administrator
Clearfield County Court House
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

• FILED
5-6-08

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,

Defendants.

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No. 2008-20-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:

Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.

Pa I.D. 06820

&

Trudy G. Lumadue, Esq.

Pa I.D. 202049

NADDEO & LEWIS, LLC.

207 E. Market Street

P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

Exhibit "C"

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants.

*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that an Important Notice (of Default) was served on the following and in the following manner on the 6th day of May, 2008:

First-Class Mail, Postage Prepaid

Barbara Graham
1452 Graham Road
Irvington, PA 16656

David C. Mason, Esquire
407 North Front Street
PO Box 28
Philipsburg, PA 16866

NADDEO & LEWIS, LLC

By:

James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

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No. 2008-20-CD

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Dated: August 14, 2008

FILED 7cc
08/14/2008 Attn: Naddeo
2008-20-CD

William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.

*

FRAILEY, ANTHONY FRAILEY,

*

DARLENE WESTOVER, DELLA

*

WHARTEN, LEO FRAILEY,

*

JENNIE VAUX, JANET HAZELTON,

*

DENNIS FRAILEY, BRADLEY

*

FRAILEY, BARBARA GRAHAM,

*

AND GEORGIE FRAILEY COX,

*

INDIVIDUALLY AND AS

*

ATTORNEY-IN-FACT FOR THE

*

HEUBER FRAILEY HEIRS,

*

Defendants.

*

ORDER

AND NOW this 18th day of August, 2008, upon

consideration of the Motion for Hearing filed by James A.

Naddeo, attorney of record for Plaintiff, it is the Order of
this Court that this case will be heard before the Court on the

10th day of September, 2008, at 1:30 P.M., at the
Clearfield County Courthouse, Clearfield, Pennsylvania,
Courtroom No. 1.

2 hours has been allotted for this hearing.

BY THE COURT,


Judge

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

ARDENT RESOURCES, INC.
a corporation,

Plaintiff

vs.

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,

Defendants.

* No. 2008-20-CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.

* Pa I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

*

*

Dated: August 20, 2008

FILED
0134630 NO CC
AUG 22 2008
(6)

William A. Shaw
Prothonotary/Clerk of Courts

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008 - 20 - CD

*

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,
Defendants.

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CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Order (scheduling hearing in this matter on September 10, 2008 at 1:30 p.m.) was served on the following and in the following manner on the 20th day of August, 2008:

First-Class Mail, Postage Prepaid

Ann Wood, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

F. Cortez Bell, Esquire
Attorney at Law
318 East Locust Street
P.O. Box 1088
Clearfield, PA 16830

David C. Mason, Esquire
407 North Front Street
P.O. Box 28
Philipsburg, PA 16866

Georgie Frailey Cox
4200 Irvona Road
Irvona, PA 16656

Darlene Westover
2240 Madison Road
Distant, PA 16223

Janet Hazelton
1486 Frailey Road
Irvona, PA 16656

Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

ARDENT RESOURCES, INC., :
Plaintiff :
v. :
No. 2008-20-CD
DANIEL V. FRAILEY, KERRY L. FRAILEY, : Type of Case: Civil
ANTHONY FRAILEY, DARLENE WESTOVER, :
DELLA WHARTEN, LEO FRAILEY, JENNIE : Type of Pleading:
VAUX, JANET HAZELTON, DENNIS FRAILEY, : Amended Answer of
BRADLEY FRAILEY, BARBARA GRAHAM, : Leo Frailey to Amended
GEORGIE FRAILEY COX, INDIVIDUALLY : Complaint
AND AS ATTORNEY-IN-FACT FOR THE :
HEUBER FRAILEY HEIRS, :
Defendants :
Filed on Behalf of:
Leo Frailey, Defendant
Counsel of Record for these Parties:
F. Cortez Bell, III, Esquire
I.D. #30183
318 East Locust Street
P.O. Box 1088
Clearfield, PA 16830
Telephone: (814)765-5537

ED 10 CC
018-48807 Atty F.C.Bell
SEP 2003

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

ARDENT RESOURCES, INC.,	:	
Plaintiff	:	
	:	
v.	:	No. 2008-20-CD
	:	
DANIEL V. FRAILEY, KERRY L. FRAILEY,	:	
ANTHONY FRAILEY, DARLENE WESTOVER,	:	
DELLA WHARTEN, LEO FRAILEY, JENNIE	:	
VAUX, JANET HAZELTON, DENNIS FRAILEY,	:	
BRADLEY FRAILEY, BARBARA GRAHAM,	:	
GEORGIE FRAILEY COX, INDIVIDUALLY	:	
AND AS ATTORNEY-IN-FACT FOR THE	:	
HEUBER FRAILEY HEIRS,	:	
Defendants	:	

AMENDED ANSWER TO PLAINTIFF'S
TO AMENDED COMPLAINT

ANSWER

NOW COMES, the Defendant, Leo Frailey by and through his attorney, F. Cortez Bell, III, Esquire and sets forth Leo Frailey's Amended Answer to the Plaintiff's Amended Complaint as follows. In all other respects the previously filed Answer, New Matter and Counterclaim to the Plaintiff's Amended Complaint would be reaffirmed as originally stated.

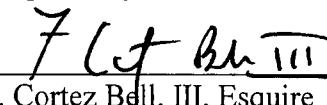
16. Paragraph 16 of the Amended Complaint is admitted in part and denied in part. It would be admitted that on December 28, 2006 the Heuber Frailey Heirs, excluding the Defendant, Leo Frailey, executed a Oil and Gas Lease with the Plaintiff Lessee as well as a Memorandum of Oil and Gas Lease. It would be

denied that the Defendant, Leo Frailey, signed or is a party to said lease and/or Memorandum either by signing the same himself or through any Power of Attorney. Strict proof of the denied averment would be demanded at time or trial or hearing in this matter.

17. Paragraph 17 of the Amended Complaint is admitted to the extent stated but the Defendant, Leo Frailey is not a party to said lease and therefore is not bound by its terms.

WHEREFORE the Defendant, Leo Frailey, respectfully requests that your Honorable Court dismiss the Complaint filed against him as there is no basis for such Complaint and/or that your Honorable Court find in favor of the Defendant Leo Frailey that there has been no unreasonable withholding by said Defendant, Leo Frailey of any agreement as to the location of Well #61 as the lease provision stating that agreement as to the well location "shall not be unreasonably withheld" is not applicable to Leo Frailey as he is not a party to said lease. The Defendant would further request an award of Counsel fees, costs and expenses associated with regard to the defense of this matter.

Respectfully Submitted,


F. Cortez Bell, III, Esquire
318 East Locust Street
P.O. Box 1088
Clearfield, PA. 16830
PA. I.D. No. 30183

VERIFICATION

I, Leo Frailey, verify that the statements made within the foregoing Amended Answer to Plaintiff's Amended Complaint are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsifications to authorities.

Date: 9-9-2008



Leo Frailey

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

ARDENT RESOURCES, INC., :
Plaintiff :
: :
v. : No. 2008-20-CD
: :
DANIEL V. FRAILEY, KERRY L. FRAILEY, :
ANTHONY FRAILEY, DARLENE WESTOVER, :
DELLA WHARTEN, LEO FRAILEY, JENNIE :
VAUX, JANET HAZELTON, DENNIS FRAILEY, :
BRADLEY FRAILEY, BARBARA GRAHAM, :
GEORGIE FRAILEY COX, INDIVIDUALLY :
AND AS ATTORNEY-IN-FACT FOR THE :
HEUBER FRAILEY HEIRS, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing Answer, New Matter and Counterclaim to Amended Complaint upon the following persons by personal service addressed as follows:

James A. Naddeo, Esquire Naddeo & Lewis, LLC 207 East Market Street P.O. Box 552 Clearfield, PA 16830	Ann B. Wood, Esquire Bell, Silberbaltt & Wood 318 East Locust Street P.O. Box 670 Clearfield, PA. 16830	Georgie Frailey-Cox 4200 Irvona Road Irvona, Pa. 16656
Darlene Westover 2240 Madison Road Distant, PA. 16223	Janet Hazelton 1486 Frailey Road Irvona, PA. 16656	David C. Mason, Esquire P.O. Box 28 Philipsburg, PA. 16866
Bradley Frailey 6002 Tyrone Pike Glen Hope, Pa. 16645		


F. Cortez Bell, III, Esquire
Attorney for Defendant, Leo Frailey

Date: September 10, 2008

CK

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

ARDENT RESOURCES, INC.

-vs-

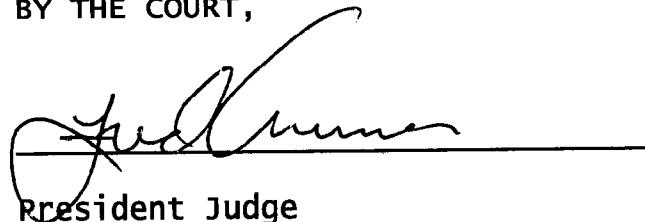
No. 08-20-CD

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS

O R D E R

AND NOW, this 10th day of September, 2008,
following hearing on Declaratory Judgment Action, it is the
ORDER of this Court that counsel supply the Court with
appropriate brief within no more than thirty (30) days from
this date.

BY THE COURT,



President Judge

FILED
09/3784
SEP 15 2008
GD

William A. Shaw
Prothonotary/Clerk of Courts
2cc Attns: Naddo
Wood
Bell
Mason

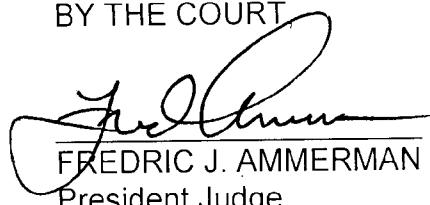
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ARDENT RESOURCES, INC., * NO. 08-20-CD
Plaintiff *
*
VS. *
DANIEL V. FRAILEY, KERRY L. FRAILEY, ANTHONY *
FRAILEY, DARLENE WESTOVER, DELLA WHARTEN, *
LEO FRAILEY, JENNIE VAUX, JANET HAZELTON, *
DENNIS FRAILEY, BRADLEY FRAILEY, BARBARA *
GRAHAM, and GEORGIE FRAILEY COX, INDIVIDUALLY *
AND AS ATTORNEY-IN-FACT FOR THE HEUBER FRAILEY*
HEIRS, *
Defendants *

ORDER

AND NOW, this 22nd day of October, 2008, following hearing held on the 10th day of September, 2008 relative the Plaintiff's Declaratory Judgment Action, it is the ORDER of this Court that the Declaratory Judgment Action be and is hereby DISMISSED as to all Defendants with the exception of Darlene Westover, Jenny Vaux, Georgie Frailey Cox and Barbara Graham, all of whom have previously had a Default Judgment entered against them by the Plaintiff.

BY THE COURT



FREDRIC J. AMMERMAN
President Judge

FILED

140061 Copies-
OCT 23 2008 see attached

S

William A. Shaw
Prothonotary/Clerk of Courts

RE

08-20-CD Ardent Resources vs. Frailey et al

10C - James A. Naddeo, Esq.

10C - Ann B. Wood, Esq.

10C - F. Cortez Bell, III, Esq.

10C - David C. Mason, Esq.

10C - Darlene Westover
2240 Madison Road
Distant, PA 16223

10C - Janet Hazelton
1486 Frailey Road
Irvona, PA 16656

10C - Bradley Frailey
6002 Tyrone Pike
Glen Hope, PA 16645

Georgie Frailey Cox
???

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

ARDENT RESOURCES, INC.

*

a corporation,

*

Plaintiff

*

*

vs.

*

No. 2008-20-CD

*

DANIEL V. FRAILEY, KERRY L.
FRAILEY, ANTHONY FRAILEY,
DARLENE WESTOVER, DELLA
WHARTEN, LEO FRAILEY,
JENNIE VAUX, JANET HAZELTON,
DENNIS FRAILEY, BRADLEY
FRAILEY, BARBARA GRAHAM,
AND GEORGIE FRAILEY COX,
INDIVIDUALLY AND AS
ATTORNEY-IN-FACT FOR THE
HEUBER FRAILEY HEIRS,

*

Defendants.

*

*

Type of Pleading:

*

**PRAECIPE TO MARK JUDGMENT
SATISFIED**

*

*

Filed on behalf of:

*

Plaintiff

*

*

Counsel of Record for
this party:

*

*

James A. Naddeo, Esq.

*

Pa I.D. 06820

*

&

*

Trudy G. Lumadue, Esq.

*

Pa I.D. 202049

*

NADDEO & LEWIS, LLC.

*

207 E. Market Street

*

P.O. Box 552

*

Clearfield, PA 16830

*

(814) 765-1601

*

*

Dated: February 13, 2009

FILED *2cc*
01/10/44/2009
FEB 03 2009 *Atty Naddeo*
S *Atty pg. 100*
William A. Shaw
Prothonotary/Clerk of Courts
(611)

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

ARDENT RESOURCES, INC.	*
a corporation,	*
Plaintiff	*
	*
vs.	*
	*
	No. 2008 - 20 - CD
	*
DANIEL V. FRAILEY, KERRY L.	*
FRAILEY, ANTHONY FRAILEY,	*
DARLENE WESTOVER, DELLA	*
WHARTEN, LEO FRAILEY,	*
JENNIE VAUX, JANET HAZELTON,	*
DENNIS FRAILEY, BRADLEY	*
FRAILEY, BARBARA GRAHAM,	*
AND GEORGIE FRAILEY COX,	*
INDIVIDUALLY AND AS	*
ATTORNEY-IN-FACT FOR THE	*
HEUBER FRAILEY HEIRS,	*
Defendants.	*

PRAECIPE TO MARK JUDGMENT SATISFIED

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please mark the judgment entered in the above-captioned
case paid in full and/or satisfied as to the following Defendants:

Darlene Westover

Jennie Vaux

Barbara Graham

and

Georgie Frailey Cox.

NADDEO & LEWIS, LLC

By: *James A. Naddeo*
James A. Naddeo, Esquire
Attorney for Plaintiff