

01-1144-CD
SNYDER BROTHERS, INC. -vs- AZCO OIL COMPANY, INC. et al

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

SNYDER BROTHERS, INC., a Pennsylvania corporation,

: No. 2001-1144-C0

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Type of Case:
Civil Action - Law

Defendants,

: Type of Pleading:

***COMPLAINT IN CONFESSION
OF JUDGMENT***

: Counsel of Record for
: Plaintiff:

: Supreme Court I.D. No. 25821

: Al Lander, Esq.
: Greco & Lander, P.C.
: P. O. Box 667
: Clarion, Pennsylvania 16214
: (814) 226-6853
: PA I.D. #:25821

FILED
JUL 17 2001

William A. Shaw
Prothonotary

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

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

Civil Action - Law

: No. 1144 C.D. 2001

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 IS 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.

Laurel Legal Services
211 ½ E. Locust Street
Clearfield, PA 16830
(814) 765-2836



AL LANDER, ESQ.
Attorney for Plaintiff
Law Offices of Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

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

: Civil Action - Law

: No. 1144 C.D. 2001

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff files this Complaint pursuant to Pennsylvania Rule of Civil Procedure No. 2951(b) for judgment by confession and avers the following:

1. The Plaintiff, Snyder Brothers, Inc., is a Pennsylvania corporation, with offices at One Glade Park East, P.O. Box 1022, Kittanning, PA 16201.
2. The Defendant, Azco Oil Company, Inc., is an Arizona corporation, having an address of P.O. Box 50535, Phoenix, Arizona 85076.
3. The Defendant, Thomas R. May is an adult individual who resides at 10201 S. 51st Street, No. 110, Phoenix, Arizona 85044.
4. Attached hereto is a true and correct copy of a Promissory Note executed by the Defendants and dated January 8, 2001 (Exhibit A).
5. The attached Promissory Note has not been assigned.
6. Judgment has not been entered on the Promissory Note in any jurisdiction.
7. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
8. The Promissory Note demands the installment payment of principal and interest. The monthly installment payment on the Note executed by the Defendants is to be in the amount of \$6,828.00.
9. The installment payment for May, 2001 from Defendants was late. The payment was therefore in default and Defendants paid a \$500.00 late payment for the month of May, 2001.

10. The Defendants have failed to pay Plaintiff the installment payment for the month of June, 2001. Said payment is in default.

11. Said Promissory Note states that if default is made in the payment of any installment under said Note, and if such default is not made good together with a \$500.00 late payment on or before the 30th day of the month, the entire principal sum shall at once become due and payable. Such default was not made good on or before the 30th day of June, 2001, or at any time thereafter.

12. The Plaintiffs have demanded that the Defendants pay the balance on the Note. However, the Defendants have failed and refused to pay the Plaintiff.

13. Plaintiff is therefore entitled to judgment on the Note.

14. As a consequence of the foregoing, the Defendants are liable to the Plaintiffs as follows:

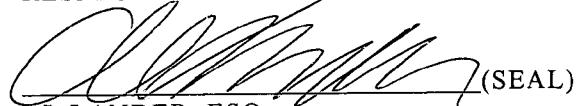
Promissory Note executed by Defendants:

Remaining entire principal sum as of 7-1-01	\$62,829.48
Attorney's fees (10%)	<u>\$ 6,283.00</u>
Total:	\$69,112.48

Together with interest from today's date at the legal rate.

WHEREFORE, Plaintiff demands judgment against the Defendants, Azco Oil Company, Inc. and Thomas R. May in the sum of \$69,112.48, together with costs, attorney's fees and interest at the legal rate.

RESPECTFULLY SUBMITTED:


(SEAL)
AL LANDER, ESQ.
Attorney for Plaintiff
Law Offices of Greco & Lander, P.C.
P. O. Box 667
1390 E. Main Street, Suite 2
Clarion, Pennsylvania 16214-0667
(814) 226-6853

PROMISSORY NOTE

For value received, AZCO Oil Company, Inc., with offices at P.O. Box 50535, Phoenix, Arizona 85076-0535, hereinafter referred to as "Payor", promises to pay to the order of Snyder Brothers, Inc., of P.O. Box 1022, Kittanning, PA 16201, hereinafter referred to as "Payee", the sum of Eighty-Eight Thousand Nine Hundred Sixty-Two Dollars and Eighty-Two Cents (\$88,962.82) ("Principal") with interest at nine percent (9%) ("Interest") per annum from the date hereof and calculated monthly on the unpaid balance of the Principal indebtedness on the first (1st) day of each month.

Payor agrees to make installment payments of Principal as follows:

- Beginning on the 25th day of January, 2001, payment in the amount of Six Thousand Eight Hundred Twenty-Eight Dollars (\$6,828.00) with a like payment to be made on the same day of each month thereafter for a total of twelve (12) payments (12 monthly payments of \$6,828.00 each will herein be referred to as "Installment Payments"); and
- Payment must be received by Payee on or before the 25th of each month by (i) wire transfer, (ii) bank check or (iii) certified check.
- If payment is late, Payor shall immediately wire Payee \$500.00 for late payment fee ("Late Payment Fee") together with the late Installment Payment which payments shall be made on or before the 30th day of the month in which the Installment Payment is late.
- If Payor makes each Installment Payment, this Note shall be considered paid in full and the balance of the Principal and Interest shall be waived by Payee.

Time shall be of the essence for the performance of the Payor's obligations under this Note. These payments are being made as compensation to Payee for natural gas purchased by Payor under the terms of a Gas Purchase Agreement dated August 31, 1999.

If default is made in the payment of any Installment Payment and/or Late Payment Fee under this Note, the entire principal sum of Principal and Interest (\$96,969.48 less the amount of the Installment Payments received by Payee to the date of the default) shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

In the event that the Payor shall become insolvent or shall suspend the transactions of its usual business, or a petition in bankruptcy shall be filed by or against it, or a receiver be appointed, or if any of the property or assets of the undersigned Payor shall be levied upon or attached by any legal process, or if the Payor shall have a change in management, a change in the distribution of ownership of more than one-third (1/3) of the outstanding shares of stock, or shall sell or contract to sell or agree to sell upon any terms more than forty (40%) percent of the assets of the business, this Note shall forthwith become due and payable without demand or notice.

In the event that Payor defaults in the payment of an Installment Payment or Late Payment Fee as provided herein, Payor hereby authorizes and empowers Payee to make demand upon Open Flow Gas Supply Corporation, American Refining and Exploration Company, and Ergon Oil Purchasing, Inc. to make payment to Payee for the balance due under this Note, monies owed to Payor.

It is hereby agreed to by the parties that the Payor, without demand by Payee, does hereby authorize and empower any attorney of any court of record of Pennsylvania or elsewhere at any time without default to appear for it and to confess judgment against it, in favor of the above

EXHIBIT A

named Payee, its heirs, administrators, successors, executors, or assigns, for the sum then due with costs of suit, release of errors, without stay of execution, and together with a reasonable sum for attorney's fees of not more than ten (10%) percent of the amount then due and owing, and said Payor does hereby waive and release all benefits and relief from any and all appraisement, stay or exemption laws of any state now in force or hereinafter to be passed. However, if this Note is confessed prior to any default as described in the preceding paragraphs, the amounts owed shall continue to be due in accordance with the installment payments unless some future default results in the acceleration of the indebtedness.

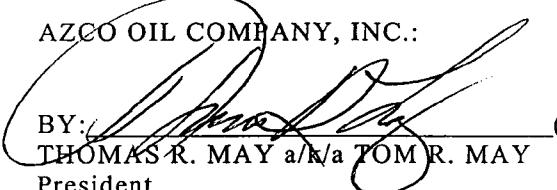
The Payee shall have the right to transfer or pledge this Note, and any pledgee or transferee shall have all rights of the Payee hereunder as though such rights had been originally given to them.

IN WITNESS WHEREOF, the Payor does hereby affix its seal with the intent to be legally bound on the date set forth below.

ATTEST:

Diane Bennett
Secretary

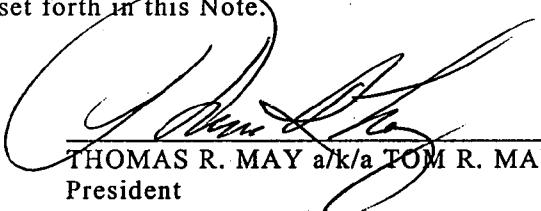
AZCO OIL COMPANY, INC.:

BY: 
THOMAS R. MAY a/k/a TOM R. MAY
President

(CORPORATE SEAL)

I, the undersigned, do hereby guarantee, and become surety for, the prompt and punctual payment of this indebtedness, whether by acceleration or otherwise, of the principal of, and interest on, all indebtedness and obligations set forth in this Note.

1/8/2001
DATE


THOMAS R. MAY a/k/a TOM R. MAY
President

STATE OF ARIZONA

:

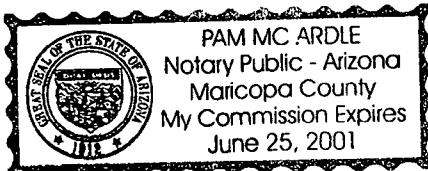
COUNTY OF Maricopa

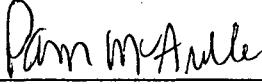
: SS:

:

On this the 8 day of Jan, 2000, before me, the undersigned officer, personally appeared TOM R. MAY, who acknowledged himself to be President of AZCO OIL COMPANY, INC., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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




(SEAL)

NOTARY PUBLIC

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

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

: Civil Action - Law

: No. _____ C.D. 2001

VERIFICATION

I, David E. Snyder, as President of Snyder Brothers, Inc., verify that the averments of facts made herein are true and correct to the best of my knowledge, information, and belief and are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

SNYDER BROTHERS, INC.:

Date: July 16th, 2001

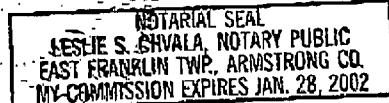
BY: David E. Snyder
DAVID E. SNYDER - President

Sworn to and subscribed before

me this 16th day of July,

2001.

Jessie S. Chvala
NOTARY PUBLIC



COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CLARION :
:

AFFIDAVIT OF DEFAULT

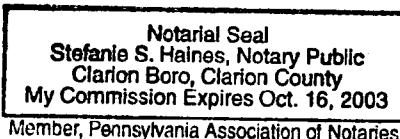
Al Lander, Esq., being duly sworn according to law, deposes and says that Snyder Brothers, Inc. is the holder of a Promissory Note attached to the Complaint in Confession of Judgment as Exhibit A. Affiant further discloses and says that the present balance due and owing on the said Promissory Note is \$69,112.48 and despite the repeated demands of Snyder Brothers, Inc. for payment of the said amount, the Defendants have refused or failed to pay the balance due and owing on the Promissory Note.



(SEAL)
AL LANDER, ESQ.

Sworn to and subscribed before
me this 16th day of July,
2001.

Stefanie S. Haines
NOTARY PUBLIC



SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

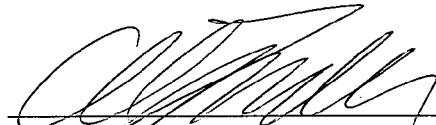
Civil Action - Law

No. _____ C.D. 2001

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the above named Plaintiff is as follows:

Snyder Brothers, Inc., of One Glade Park East, P.O. Box 1022, Kittanning, PA 16201; and that the addresses of (i) Defendant, Azco Oil Company, Inc., is P.O. Box 50535, Phoenix, Arizona 85076; and (ii) Defendant, Thomas R. May, is 10201 S. 51st Street, No. 110, Phoenix, Arizona 85044.



(SEAL)

AL LANDER, ESQ.
Attorney for Plaintiff
Law Offices of Greco & Lander, P.C.
P.O. Box 667
1390 E. Main Street, Suite 2
Clarion, Pennsylvania 16214-0667
(814) 226-6853

FILED Pd \$80.00 - Greco -
JUL 17 2001 8:29 AM - ZCC - Sheriff
W.A. Shaw
Prothonotary

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

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

: Civil Action - Law
: 2001-1144-cp
: No. _____ C.D. 2001

PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

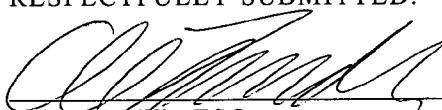
You are kindly directed to enter judgment in favor of the above named Plaintiff and against the above named Defendants, Azco Oil Company, Inc. and Thomas R. May, on the Complaint in Confession of Judgment in the above captioned action; and assess Plaintiff's damages as follows:

Unpaid Principal Sum	\$62,829.48
Attorney's Fee (10%)	<u>\$ 6,283.00</u>
Total:	\$69,112.48

Together with interest from today's date at the legal rate plus costs of this action.

RESPECTFULLY SUBMITTED:

DATED: 7-16-01


(SEAL)
AL LANDER, ESQ.
Attorney for Plaintiff
Law Offices of Greco & Lander, P.C.
P. O. Box 667
1390 E. Main Street, Suite 2
Clarion, Pennsylvania 16214-0667
(814) 226-6853

FILED

111. 17 2001

**William A. Shaw
Prothonotary**

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

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

: Civil Action - Law

: No. _____ C.D. 2001

CONFESSSION OF JUDGMENT

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint filed in this action, I appear for the Defendants named above and confess judgment in favor of the Plaintiff and against the Defendants as follows:

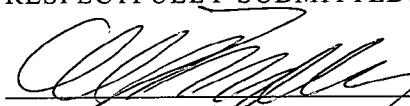
Money Judgment.

Unpaid Principal Sum	\$62,829.48
Attorney's Fee (10%)	<u>\$ 6,283.00</u>
Total:	\$69,112.48

Together with interest from today's date at the legal rate plus costs of this action.

RESPECTFULLY SUBMITTED:

DATED: 7-16-01


(SEAL)
AL LANDER, ESQ.
Attorney for Plaintiff
Law Offices of Greco & Lander, P.C.
P. O. Box 667
1390 E. Main Street, Suite 2
Clarion, Pennsylvania 16214-0667
(814) 226-6853

FILED

FILED 7/17/2001
8:40 AM
William A. Shaw
Prothonotary

NOTICE TO DEF

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

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

: Civil Action - Law
: 2001- 1144-C
: No. _____ C.D. 2001

NOTICE UNDER RULE 2958.1 OF JUDGMENT AND EXECUTION THEREON

NOTICE OF DEFENDANTS' RIGHTS

TO: THOMAS R. MAY, Defendant:

A judgment in the amount of \$ 6912.48 has been entered against you and in favor of the Plaintiff without any prior notice or hearing based on a Confession of Judgment contained in a written agreement or other paper allegedly signed by you. The Sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

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:

Laurel Legal Services
211 1/2 E. Locust Street
Clearfield, PA 16830
(814) 765-2836


(SEAL)
AL LANDER, ESQ.
Attorney for Plaintiff
Law Offices of Greco & Lander, P.C.
P. O. Box 667
1390 E. Main Street, Suite 2
Clarion, Pennsylvania 16214-0667
(814) 226-6853

Snyder Brothers, Inc., a Pennsylvania corporation,

VERSUS

AZCO Oil Company, Inc., an Arizona

corporation, and Thomas R. May, individually

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION — LAW

No. 2001-1144-CO

from

No. _____

PRAECIPE FOR WRIT OF EXECUTION
[Money Judgments]

To the Prothonotary: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER,

(1) Directed to the Sheriff of Clearfield County, Penna.:

(2) against _____ Defendant(s);

(3) and against Open Flow Gas Supply Corporation Garnishee(s);

(4) and index this writ _____

(a) against _____ defendant(s) and

(b) against Open Flow Gas Supply Corporation Garnishee(s);

as a lis pendens against the real property of the defendant (s) in the name of the Garnishee (s) as follows:
(specifically described property)

FILED

JUL 17 2001

William A. Shaw
Prothonotary

(5) Amount due \$ 69,112.48

Interest from 7-17-01

Costs \$ _____

Dated 7-16-01

A handwritten signature in black ink, appearing to read "John A. Shaw".

Attorney for Plaintiff(s)

No. _____
from _____
No. _____

IN THE
COURT OF COMMON PLEAS
OF COUNTY,
PENNSYLVANIA
CIVIL ACTION — LAW

VS.

PRAECLPICE FOR WRIT OF EXECUTION
[Money Judgments]

Attorney for Plaintiff(s)
Address: _____

Where papers may be served.

FILED

11/17/2001
of 8:40am
William A. Shaw
Prothonotary PP
2001

6 Writs to
Sheriff

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

Snyder Brothers Inc.,

Vs.

NO.: 2001-01144-CD

Azco Oil Company, Inc.,
Thomas R. May ,

Open Flow Gas Supply Corporation
~~Open Flow Gas Supply Corporation~~

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due SNYDER BROTHERS INC., Plaintiff(s) from AZCO OIL COMPANY, INC., THOMAS R. MAY , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein;
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of: Open Flow Gas Supply Corporation Garnishee(s) as follows: and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$69,122.48
INTEREST: \$ ~~from 7-17-01~~
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 07/17/2001

PAID: \$100.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Al Lander, Esq.
P. O. Box 667
Clarion, PA 16214

Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
OFFICE OF THE PROTHONOTARY

Snyder Brothers Inc. a Pennsylvania
corporation.

Vs.

NO. 2001-01144-CD

Azco Oil Company, Inc. a Arizona
corporation, Thomas R. May
individually

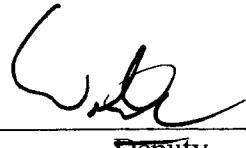
CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT

I, William A. Shaw, Prothonotary of the Court of Common Please of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of Snyder Brothers Inc. and against Azco Oil Company, Inc. Thomas R. May on July 17, 2001, in the amount of 69,122.48.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 17th day of July, A.D., 2001.

William A. Shaw
Prothonotary

BY: 

Deputy

FILED

JUL 17 2001

William A. Shaw
Prothonotary

Date: 07/17/2001

Time: 09:12 AM

Page 1 of 1

Clearfield County Court of Common Pleas

User: JKENDRICK

ROA Report

Case: 2001-01144-CD

Current Judge: No Judge

Snyder Brothers Inc. vs. Azco Oil Company, Inc., Thomas R. May

Judgment

Date	Judge
07/17/2001	Filing: Civil in Confession of Judgment, Paid by: Greco & Lander Receipt No Judge number: 1828494 Dated: 07/17/2001 Amount: \$80.00 (Check)
	Praecept for Entry of Judgment, filed by Atty. No Judge Judgment entered in favor of Plaintiff and against Defendants in the amount of 69,112.48 Notice to Defendants
	Filing: Writ of Execution / Possession Paid by: Greco & Lander, P.C. No Judge Receipt number: 1828496 Dated: 07/17/2001 Amount: \$20.00 (Check) Six Wrts to Sheriff

FILED

17 2001
01/9/2001
William A. Shaw
Prothonotary

PPC
15-1

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

Snyder Brothers Inc.
Plaintiff(s)

No.: 2001-01144-CD

Real Debt: \$69,112.48

Atty's Comm:

Vs.

Costs: \$

Int. From:

Azco Oil Company, Inc.
Thomas R. May
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: July 17, 2001

Expires: July 17, 2006

Certified from the record this July 17, 2001

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Snyder Brothers Inc.

Vs.

No. 2001-01144-CD

Azco Oil Company, Inc.

Thomas R. May

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$69,112.48 on the July 17, 2001.

William A. Shaw
Prothonotary

William A. Shaw

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Snyder Brothers Inc.,

Vs.

NO.: 2001-01144-CD

Azco Oil Company, Inc.,
Thomas R. May ,

Open Flow Gas Supply Corporation

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due SNYDER BROTHERS INC., , Plaintiff(s) from AZCO OIL COMPANY, INC., THOMAS R. MAY , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of: Open Flow Gas Supply Corporation Garnishee(s) as follows: and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$69,122.48

PAID: \$100.00

INTEREST: From 7-17-01

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

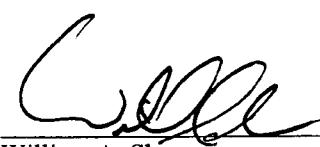
ATTY'S COMM: \$

DATE: 07/17/2001

Received this writ this 17th day
of July 2001
A.D.

At 9:43 A.M./P.M.

Wester A. M. Acting
Sheriff by Maryann N. Pott



William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Al Lander, Esq.
P. O. Box 667
Clarion, PA 16214

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11233

SNYDER BROTHERS INC.

01-1144-CD

VS.

AZCO OIL COMPANY, INC

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

NOW, JULY 18, 2001, 9:59 AM O'CLOCK SERVED WRIT OF EXECUTION AND
INTERROGATORIES TO GARNISHEE ON KEVIN SHANNON, PRESIDENT OF
OPEN FLOW GAS SUPPLY CORPORATION, GARNISHEE, AT HIS PLACE
OF EMPLOYMENT, 90 BEAVER DRIVE, SUITE 102A, DUBOIS, CLEARFIELD
COUNTY, PENNSYLVANIA, 15801, BY HANDING TO KEVIN SHANNON,
PRESIDENT OF OPEN FLOW GAS SUPPLY CORPORATION, GARNISHEE, A TRUE
AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND
INTERROGATORIES TO GARNISHEE AND MADE KNOWN TO HIM THE
CONTENTS THEREOF.

NOW, JULY 18, 2001, RETURN WRIT AS BEING SERVED, PAID COSTS FROM
ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$42.70

SURCHARGE \$10.00

PAID BY ATTORNEY

FILED

JUL 18 2001
01345 pm
William A. Shaw
Prothonotary

Sworn to Before Me This

18th Day Of July 2001
William A. Shaw

So Answers,

Ches A. Hawkins
By Margaret N. Pitt
Chester A. Hawkins
Sheriff

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

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

:
: Civil Action - Law

: No. 1144 C.D. 2001

:
:
:

INTERROGATORIES IN ATTACHMENT

TO: Open Flow Gas Supply Corporation, Garnishee

**YOU ARE REQUIRED TO FILE ANSWERS TO THE FOLLOWING INTERROGATORIES
WITHIN TWENTY (20) DAYS AFTER SERVICE UPON YOU. FAILURE TO DO SO MAY
RESULT IN JUDGMENT AGAINST YOU:**

1. At the time you were served, or at any subsequent time, did you owe the Defendant any money or were you liable to them on any negotiable or other written instrument, or did they claim that you owed them any money or were liable to them for any reason? If your answer is in the affirmative, state the amount of the debt.

ANSWER:

Yes. Amount owed is \$3,082.67 for remainder of
June, 2001 purchase

FILED

AUG 06 2001

William A. Shaw
Prothonotary

2. At the time you were served, or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the Defendant? If your answer is in the affirmative, please describe the property in your possession and control.

ANSWER: Open Flow is paid through 6/30/01. (except for \$3,082.67 See #1)

Hold Title at 7/1/01 and beyond.
i.e. received deliveries, allocating supply, anticipate
paying for same in accordance with std operating procedures.

3. At the time you were served, or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant or in which Defendant held or claimed any interest? If your answer is in the affirmative, describe the property or interest in detail.

ANSWER: See #2

4. At the time you were served, or at any subsequent time, did you hold as fiduciary any property in which the Defendant had an interest? If your answer is in the affirmative, describe the property or interest in detail.

ANSWER: NO

5. At any time before or after you were served did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent, and if so, what was the consideration therefor? If your answer is in the affirmative, describe the property or interest in detail.

ANSWER: No

6. At any time after you were served did you pay, transfer or deliver any money or property to this Defendant or to any person or place pursuant to their direction or otherwise discharge any claim of the Defendant against you? If your answer is in the affirmative, describe the transfer in detail including the time, date and amount.

ANSWER: No

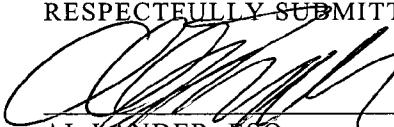
7. At any time you were served or at any subsequent time did there exist a gas purchase agreement, a gas sales agreement or gas transportation agreement between your company and the Defendant?

ANSWER: ONE Agreement in effect prior to receipt of herein interrogatory. See #8

8. List all of the contracts, documents, monies and other property identified or referred to in your answers to these Interrogatories.

ANSWER: Agreement dated September 24, 1996 and most recently amended effective April 1, 2001.

RESPECTFULLY SUBMITTED:



(SEAL)

AL LANDER, ESQ.
Attorney for Plaintiff
Law Offices of Greco & Lander, P.C.
P. O. Box 667
Clarion, Pennsylvania 16214
(814) 226-6853
PASCT No.: 25821

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA

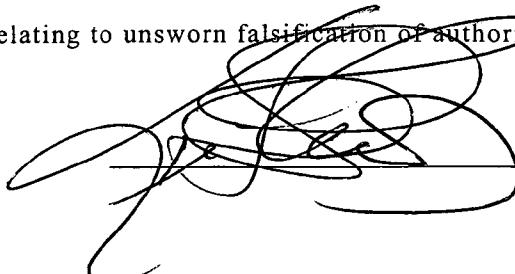
: :

COUNTY OF Clearfield

: SS: :

I, KEVIN L. SHANNON

verify that the statements made in the foregoing Interrogatories In Attachment are true and correct to the best of my knowledge, information and belief. I understand that false statements herein contained are subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification of authorities.



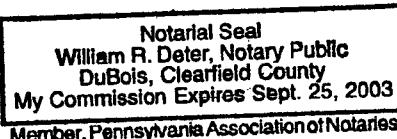
(SEAL)

Commonwealth of Pennsylvania) ss.
County of Clearfield)

On this 3rd day of August, 2001, before me personally appeared KEVIN L. SHANNON, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



(seal)
Notary Public



FILED

AUG 6 2001

58
cc
William A. Shaw
Prothonotary

SNYDER BROTHERS, INC., a Pennsylvania corporation,

Plaintiff,

vs.

AZCO OIL COMPANY, INC., an Arizona corporation, and THOMAS R. MAY, individually,

Defendants.

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

: Civil Action - Law

: No. 2001-01144-C.D.

SATISFACTION OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS, that the Judgment in the Office of the Prothonotary of the County and State set forth above has not been assigned, has been paid in full and satisfied, and I hereby authorize the Prothonotary of the said Court to enter satisfaction of the Judgment upon the record thereof.

WITNESS, my hand and seal this 3rd day of April, 2002.

ATTEST:

Mark A. Snyder

Secretary

(Corporate Seal)

SNYDER BROTHERS, INC.:

BY: David E. Snyder
DAVID E. SNYDER - President

FILED

APR 08 2002

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Armstrong

: SS.

William A. Shaw
Prothonotary

On this the 3rd day of April, 2002, before me, the undersigned officer, personally appeared DAVID E. SNYDER, who acknowledged himself to be President of SNYDER BROTHERS, INC., a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

NOTARIAL SEAL
LESLIE S. CHVALA, NOTARY PUBLIC
EAST FRANKLIN TWP., ARMSTRONG CO.
MY COMMISSION EXPIRES JAN. 28, 2006

Leslie S. Chvala (SEAL)
NOTARY PUBLIC

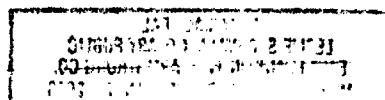
FILED NO
cc

MLB:30 AMY PD. 7:00
APR 08 2002

Cost. of Sert. to Atty

William A. Shaw
Prothonotary

*On
Recd*



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2001-01144-CD

Snyder Brothers Inc.

Debt: \$69,112.48

Vs.

Atty's Comm.:

Azco Oil Company, Inc.

Thomas R. May

Interest From:

Cost: \$7.00

NOW, Monday, April 08, 2002 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 8th day of April, A.D. 2002.

Prothonotary

FILED

APR 21 2003

073-501m
William A. Shaw
Prothonotary

2001-1144-CRA

P. H. [Signature]

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

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

OFFICIAL USE

7002	2030	□ <input type="checkbox"/> 0000	□ <input type="checkbox"/> 0000	□ <input type="checkbox"/> 6877	□ <input type="checkbox"/> 0671
Postage \$ 3.95					
Certified Fee					
Return Receipt Fee (Endorsement Required)					
Restricted Delivery Fee (Endorsement Required)					
Total Postage & Fees \$ 8.00					

PA 16803
CLEARFIELD PA 16803
Postmark Here
APR 21 2003
USPS

01-1144-CRA

Sent To
Superior Court of PA-Prothonotary
Street, Apt. No.,
or PO Box No. 600 Grant Building
City, State, ZIP+4 Pittsburgh, PA 15219

RS Form 3800, June 2002
See Reverse for Instructions