03-1593-CD
LARRY F. SMYERS vs. MID EAST OIL COMPANY

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01598-CD

Current Judge: Fredric Joseph Ammerman

Larry F. Smyers vs. Mid East Oil Company, et al

Civil Other

Date	Selected Items	Judge
4/8/2005	Case transferred to Superior Court April 8, 2005. Letter to all counsel of record.	Fredric Joseph Ammerman
	Certified Mail Receipt, addressed to Superior Court of PA-Prothonotary	Fredric Joseph Ammerman
4/13/2005	Certified Mail Receipt, addressed to Superior Court of Pennsylvania, Office Prothonotary, date of delivery Apr. 11, 2005	Fredric Joseph Ammerman
1/4/2006	Notice of Service, filed. I Propounded on Defendant, this 2nd day of January 2006, Plaintiff's SUPPLEMENTAL REQUEST FOR PRODUCTION OF DOCUMENTS to Dom W. Greco Esq and Robert W. McFate Esq., filed by s/ Matthew B. Taladay Esq. No CC.	Fredric Joseph Ammerman
1/5/2006	Petition For Leave of Court to Join Additional Defendant, filed by s/ Matthew B. Taladay, Esquire. 1CC Atty. Taladay	Fredric Joseph Ammerman
1/10/2006	Order, NOW, this 9th day of Jan., 2006, Ordered that Plaintiff Larry F. Smyers is granted leave of Court to join North Coast Energy, Inc., 33 noth Wickliffe Circle, Austintown, OH 44515, as a Def. in the above matter within 30 days of this Order. By The Court, /s/ Fredric J. Ammerman, Pres. Judge 1CC Atty. Taladay	Fredric Joseph Ammerman
1/12/2006	Certificate of Contents of Remanded Record and Notice of Remand, filed	Fredric Joseph Ammerman
	Non-Precedential Decision- See Superior Court I.O.P. 65.37. Appeal from the Order Feb. 1, 2005 In the Court of Common Pleas of Clearfield County, Civil Division. We grant Appellee's Motion and quash this premature appeal	Fredric Joseph Ammerman
1/23/2006	Certificate of Service, filed. That a true and correct copy of the foregoing "Mid-East Answer to Plaintiff's Supplemental Request for Production of Documents" was sent on January 20, 2006 to Matthew B. Taladay Esq., and Robert W. McFate Esq., filed by s/ Nathaniel Parker Esq. NO CC.	Fredric Joseph Ammerman
5/15/2006	Certificate of Service, filed. That a true and correct copy of the foregoing " Defendant's Interrogatories and Request for Production of Documents to Additional Defendants" was sent to Robert W. McFate Esq and Matthew B. Taladay Esq., filed by s/ Nathaniel C. Parker Esq. 1CC to Atty.	Fredric Joseph Ammerman
5/22/2006	Certificate of Service, filed. That a true and correct copy of the foregoing "Notice of Taking Deposition Upon Oral Examination of Stanley R. Thompson" was sent on May 19, 2006 to Robert W. McFate Esq., and Matthew B. Taladay Esq., filed by s/ Nathaniel C. Parker Esq. NO CC.	Fredric Joseph Ammerman
6/5/2006	Certificate of Service, filed. That a true and correct copy of the foregoing "Notice of Taking Deposition Upon Oral Examination of Stanley R. Thompson" was sent on June 2, 2006 to Robert W. McFate Esq., and Matthew B. Taladay Esq. filed by s/ Nathaniel C. Parker Esq. No CC.	Fredric Joseph Ammerman
7/17/2006	Certificate of Service, filed. That a true and correct copy of the foregoing "Notice of Deposition of Stanley R. Thompson" was sent to Joseph E. Altomare Esq. and Matthew B. Taladay Esq on July 12, 2006, filed by s/ Nathaniel C. Parker Esq. 1CC atty.	Fredric Joseph Ammerman
7/24/2006	Entry of Appearance, filed by Atty. Altomare no cert. copies. Enter appearance on behalf of Additional Defendants, Devonian Resources Inc. and Van Hampton Gas & Oil Co. Inc. s/ Atty. Altomare.	Fredric Joseph Ammerman
	Withdrawal of Appearance, on behalf of Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc., filed by s/Robert W. McFate No CC Copy to C/A	Fredric Joseph Ammerman

Civil Other

Date	Selected Items	Judge
7/26/2006	Certificate of Service, filed. That a true and correct copy of the foregoing "Notice of Deposition of Stanley R. Thompson" was sent on July 24, 2006 to Jospeh E. Altomare Esq. and Matthew B. Taladay Esq., filed by s/ Nathaniel C. Parker Esq. No CC.	Fredric Joseph Ammerman
	Certificate of Service, filed. That a true and correct copy of the foregoing "Notice of Deposition of Stanley R. Thompson" was sent to Joseph E. Altomare Esq. and Matthew B. Taladay Esq., filed by s/ Nathaniel C. Parker Esq. 1 CC atty.	Fredric Joseph Ammerman
8/2/2006	Additional Defendants' Motion For Summary Judgment, filed by s/ Joseph E Altomare, Esquire. No CC	Fredric Joseph Ammerman
8/30/2006	Defendant's Response to Additional Defendants' Motion for Summary Judgment, filed by s/ Nathaniel C. Parker Esq. 1CC Atty Parker.	Fredric Joseph Ammerman
8/31/2006	Praecipe for Argument filed. By s/Joseph E. Altomare, Esquire. No CC	Fredric Joseph Ammerman
9/5/2006	Certificate of Service, filed. That a true and correct copy of the foregoing "Notice of Deposition of Stanley R. Thompson" was sent to Joseph E. Altomare Esq., and Matthew B. Taladay Esq., filed by s/ Nathaniel C. Parker Esq. No CC.	Fredric Joseph Ammerman
9/18/2006	Order, NOW, this 15th day of Sept., 2006, Ordered that argument on Additional Defendants' Motion for Summary Judgment is scheduled for Tuesday, Oct. 31, 2006 at 9:00 a.m. in Courtroom No. 1. 1/2 hour has been allotted for purpose of this argument. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC: Attys: Taladay, D. Greco, J. Altomare, def. North Coast Energy, Inc.	Fredric Joseph Ammerman
10/2/2006	Defendant Mid-East's Motion For Continuance of the October 31, 2006 Argument on Additional Defendants' Motion for summary Judgement, filed b s/ Nathaniel C. Parker, Esquire. 1CC Atty.	Fredric Joseph Ammerman
10/3/2006	Order, NOW, this 2nd day of Oct., 2006, Ordered that Argument on Additional Defendants' Motion for Summary Judgment is continued from Oc 31, 2006 at 9:00 a.m. in Courtroom 1, to Dec. 4, 2006 at 10:00 a.m. in Courtroom No. 1. 1/2 hour has been allotted. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Parker	Fredric Joseph Ammerman
10/10/2006	Certificate of Service, filed. That a true and correct copy of the forefoing "October 2, 2006 Order of Court" was sent on October 5, 2006 to Matthew E Taladay Esq and Joseph Altomare Esq., filed by s/ Nathaniel C. Parker Esq. No CC.	Fredric Joseph Ammerman
11/8/2006	Certificate of Service, filed. That on the 7th day of November 2006, an origir Notice of Deposition, copy of which is attached hereto, was mailed to Nathaniel C. Parker Esq. and Joseph E. Altomare Esq., filed by s/ Matthew B. Taladay Esq. NO CC.	Fredric Joseph Ammerman
11/30/2006	Praecipe to File Deposition Transcript of Record Pursuant to Pa.R.C.P. 4002.1 (September 14, 2006 Oral Depostition of Stanley R. Thompson), file by s/ Nathaniel C. Parker Esq. No CC.	Fredric Joseph Ammerman
	Motion To Compel Discovery, filed by s/ Nathaniel C. Parker, Esquire. 1CC Atty.	Fredric Joseph Ammerman
12/4/2006	Petition for Status Conference, filed by s/Matthew B. Taladay One CC Attorney Taladay	Fredric Joseph Ammerman

Civil Other

Date	Selected Items	Judge
12/5/2006	Order, NOW, this 4th day of Dec., 2006, upon consideration of Petition of Plaintiff, it is Ordered that a Status Conference is scheduled to occur on the 3rd day of Jan., 2007 in Courtroom No. 1 at 11:30 a.m. Counsel of record fo all parties is hereby directed to be in attendance. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Taladay	Fredric Joseph Ammerman
12/7/2006	Order, this 4th day of Dec., 2006, following argument on the Motion For Summary Judgment filed on behalf of Additional Defendants, Ordered that the Motion for Summary Judgment is granted. Judgment is entered in favor of additional Defendants against Mid-East Oil Company. The argument on the Motion to Compel Discovery is cancelled. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Taladay, Greco, Altomare. 1CC: North Coast Energy, Inc., 33 n. Wickliffe Circle, Austintown, OH 44515	Fredric Joseph Ammerman
12/13/2006	Certificate of Service, filed by Atty. Taladay Served cert. copy of Order of Court dated Dec. 4, 2006 upon Atty. Parker.	Fredric Joseph Ammerman
12/20/2006	Motion For Reconsideration, filed by s/ Nathaniel C. Parker Esq. 1CC Parker.	Fredric Joseph Ammerman
12/29/2006	Order, NOW, this 22nd day of Dec., 2006, argument on Motion for Reconsideration is scheduled for the 8th day of Jan., 2007 at 9:30 a.m. in Courtroom No. 1. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Taladay, Parker, Altomare	Fredric Joseph Ammerman
1/5/2007	Order AND NOW, this 3rd day of January 2007, this being the time and date set for argument on Plaintiff's Motion for Case Management Conference; it being noted that Plaintiff's counsel has appeared for said conference and Defendants' counsel has failed to appear, it is hereby ORDERED and DECREED that the within time limitations shall apply to this case. Discovery shall be completed by no later than April 1, 2007. Counsel for Defendant shall cooperate in making availabe the chief executive officer and other designated employees of agents of Defendant Corporation for deposition at such times and dates as may be mutually available to Plaintiff and Defense counsel. Plaintiff's expert report shall be due no later June 1, 2007. Defendants' expert report shall be due within no more than thirty (30) days thereafter. Dispositive motions shall be filed no later than August 1, 2007. This schedule shall be subject to modification only upon good cause shown be written motion. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Taladay, D. Greco and J. Altomare	Fredric Joseph Ammerman
5/15/2007	Certificate of Service, filed. That on the 14th day of May 2007, an original Notice of Deposition, copy of which is attached hereto to Nathaniel C. Parke Esq., filed by s/ Matthew B. Taladay Esq. No CC.	Fredric Joseph Ammerman
5/24/2007	Case Management Order, NOW, this 24th day of May, 2007, upon Stipulation of the parties, it is Ordered that the above referenced case will proceed according to the following schedule: (a) Close of discovery: June 1, 2007 (b) Plaintiff's expert report served upon Plaintiff: august 1, 2007 (c) Defendant's expert report served on Plaintiff: Sept. 1, 2007 (d) Filing of dispositive motions: Oct. 1, 2007. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Taladay	Fredric Joseph Ammerman
	Stipulation to Amend Case Management Order, filed by s/ Matthew B. Taladay, Esquire. 1CC Atty. Taladay	Fredric Joseph Ammerman
6/12/2007	Notice of Service, filed. This 11th day of June 2007, Plaintiffs Second Supplemental Request for Production of Documents to Nathaniel Parker Esq., filed by s/ Matthew B. Taladay Esq. NO CC.	Fredric Joseph Ammerman

Civil Other

Date	Selected Items	Judge
10/29/2007	Certificate of Service, filed. That a true and correct copy of the foregoing "Defendant's Response to Plaintiff's Second Supplemental Request for Production of Documents" was sent by U.S. Mail on October 25, 2007 to Matthew B. Taladay Esq., filed by s/ Nathaniel C. Parker Esq. No CC.	Fredric Joseph Ammerman
4/14/2008	Certificate of Readiness for Jury Trial, filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
4/16/2008	Order, this 15th day of April, 2008, it is Ordered that a pre-trial conference is scheduled for May 9, 2008 at 10:30 a.m. in Judges Chambers. Jury Selection is scheduled for July 24, 2008 at 9:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Taladay, Greco/Parker, Altomare	Fredric Joseph Ammerman
5/14/2008	Order, this 14th day of May, 2008, following pre-trial conference on may 9, 2008, it is Ordered: Non-Jury Trial is scheduled for Sept. 29, 30, Oct. 1, and 2, 2008 at 9:00 a.m in Hearing Room 3. (see original). By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Greco/Parker, Taladay, Altomare	Fredric Joseph Ammerman
6/11/2008	Motion for Expedite Ruling in Limine, filed by s/Nathaniel C. Parker, Esq. N CC	Fredric Joseph Ammerman
6/17/2008	Order, this 17th day of June, 2008, upon consideration of the Defendant's Motion for Expedited Ruling in Limine, it is Ordered that: A Rule is issued upon Plaintiff. Argument on the said Motion is scheduled to be heard by the Court on the 9th day of July, 2008 at 1:30 p.m. in Courtroom 2. Plaintiff sha file and serve a responsive brief at least 10 days in advance of argument. B The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC to Atty. Parker	Fredric Joseph Ammerman
6/23/2008	Certificate of Service, copy of the June 17, 2008 Order of Court was sent by U.S. Mail, on June 20, 2008, to other counsel of record addressed as follows: Matthew B. Taladay, Esq. Filed by s/ Nathaniel C. Parker, Esquire. 1CC to Atty.	Fredric Joseph Ammerman
7/1/2008	Response to Motion for Expedited Ruling in Limine, filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
8/21/2008	Order, this 21st day of August, 2008, it is Ordered that a status conference is scheduled for the 17th day of Sept. 2008 at 3:00 p.m. in Courtroom 2. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Altomare, Parker, Taladay	Fredric Joseph Ammerman
9/4/2008	Certificate of Service, filed. That on the 3rd day of September 2008, a Notic of Intent to Serve Subpoena to Produce Documents, was mail by U.S. first class mail to Nathaniel C. Parker Esq., filed by s/ Matthew B. Taladay Esq. No CC.	Fredric Joseph Ammerman
9/17/2008	Objections to Subpoena Pursuant to Pa.R.C.P. 4009.21(c), filed by Atty. Parker 1 Cert. to Atty.	Fredric Joseph Ammerman
9/22/2008	Response to Objections to Subpoena Pursuant to Pa. R.C.P. 4009.21(c), filed by s/ Matthew B. Taladay, Esquire. no CC	Fredric Joseph Ammerman
9/25/2008	Order, this 24th day of Sept., 2008, Objections to Subpoena is GRANTED. Plaintiff's proposed Subpoena attached to this Notice of Intent to Serve a Subpoena to Produce Documents for discovery Pursuant to Rule 4009.21 is QUASHED. By The Court, /s/ Charles C. Brown, Jr., Senior Judge. 1CC Attys; Taladay, Greco & Parker, Altomare	Charles C. Brown Jr.

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01598-CD

Current Judge: Fredric Joseph Ammerman

Larry F. Smyers vs. Mid East Oil Company, et al

Civil Other

Date	Selected Items	Judge
9/25/2008	Order, this 24th day of Sept., 2008, upon consideration of the Motion for Expedited Ruling in Limine filed by Defendant Mid-East Oil Company, it is Ordered: 1. Plaintiff is precluded from offering the testimony of William Roach during its case-in-chief at the trial of this case. 2. Plaintiff is precluded from offering William Roach's Expert Evaluation during its case-in-chief at the trial of this case. 3. Other issued raised by Defendant's Motion for Expedited Ruling in Limine shall be addressed prior to trial on Sept. 29, 2008 at 8:30 a.m. in Courtroom 2. By The Court, /s/ Charles C. Brown, Jr., Senior Judge. 1CC Attys; Altomare, Greco & Parker, Taladay	Charles C. Brown Jr.
9/29/2008	Motion to Bifurcate, filed by s/ Matthew B. Taladay, Esquire. no CC	Fredric Joseph Ammerman
	Order, parties having reached a resolution of the dispute upon terms to be further defined by the parties in a separate court order to be finalized and entered within 30 days from this date, the case is hereby SETTLED and DISMISSED with prejudice. This Court shall retain jurisdiction over this matter to enforce terms of settlement. By The court, /s/ Charles C. Brown, Jr., Senior Judge. 1CC Attys; Taladay, Greco, Altomare	Charles C. Brown Jr.

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01598-CD

Current Judge: Fredric Joseph Ammerman

Larry F. Smyers vs. Mid East Oil Company, Devonian Resources, Inc., Van Hampton Gas && Oil Co., Inc.

Civil Other

Date			Judge
10/27/2003	#1	Filing: Civil Complaint Paid by: Taladay, Mathew B. (attorney for Smyers, Larry F.) Receipt number: 1868100 Dated: 10/27/2003 Amount: $85.00 (Check) 1 CC to Shff.	No Judge 45
11/20/2003	#2	Defendant's Preliminary Objections to Complaint. filed by, s/Dom W. Greco, Esquire no cc	No Judge 47
	#3	Certificate of Service, Preliminary Objections to Complaint upon: Matthew B. Taladay, Esquire filed by, s/Dom W.. Greco, Esquire no cc	No Judge 1
11/24/2003	#4	Certificate of Service, Defendant's November 19, 2003, Request for Admissions, Interrogatories & Requested Production of Documents, upon: MATTHEW B. TALADAY, ESQ. filed by, s/Dom W. Greco, Esquire no cc	No Judge 1
12/17/2003	#5	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge 2
12/31/2003	#6	Amended Complaint. filed by, s/Matthew B. Taladay, Esquire no cc	No Judge 57
	#7	Response To Request For Admissions: Answers To Interrogatories; and Response To Request For Production Of Documents. filed no cc	No Judge
	#7	Certificate of Service, Notice of Deposition of Party Larry F. Smyers upon: MATTHEW B. TALADAY, ESQ. filed by, s/Dom W. Greco, Esquire no cc	No Judge 29
01/22/2004	#8	Defendant's Preliminary Objections to Amended Complaint. filed by, s/Dom W. Greco, Esq. s/Nathaniel C. Parker, Esq. 1 cc Atty Greco	No Judge 40
	#9	Certificate of Service, Defendant's P.O.'s to Amended Complaint upon Matthew B. Taladay, Esquire s/Nathaniel C. Parker, Esq. 1 cc Atty Greco	No Judge 1
01/27/2004	#10	Defendant's Rule 4014 (c) Motion To Determine Sufficiency of Plaintiff's Answers to Defendant's Nov. 19, 2003 Requests For Admission. filed by, s/Dom W. Greco, Esq. s/Nathaniel C. Parker, Esq. 1 cc Atty Parker	No Judge 15
	#11	Certificate of Service, Defendant's Rule 4014 (c) Motion to Determine Sufficiency of Plaintiff's Answers to Defendant's November 19, 2003 Requests For Admissions upon Matthew B. Taladay, Esq. filed by, s/Nathaniel C. Parker, Esquire 1 cc Atty Parket	No Judge 1
02/02/2004	#12	Rule, Now this 30th day of Jan. 2004, issued upon Plaintiff. Rule Returnable the 20th day of February, 2004, for filing Written Response. by the Court, s/FJA,P.J. 2 cc Atty Greco	Fredric Joseph Ammerman 1
02/12/2004	#13	Objection to Plaintiff's Response To Defendant's Rule 4007.1(D)(1) Notice of Deposition Request For Production of Documents. filed by, s/Dom W. Grecco, Esq. s/Nathaniel C. Parker, Esq. no cc	Fredric Joseph Ammerman 10
	#14	Certificate of Service, Objection to Plaintiff's Response to Defendant's Rule 4007.1(d)(1) Notice of Deposition Request for Production of Documents upon Matthew B. Taladay, Esq. s/Nathaniel C. Parker, Esq. no cc	Fredric Joseph Ammerman 1
02/17/2004	#15	ORDER, NOW, this 13th day of February, 2004, Rule issued upon Plaintiff. Argument is scheduled for the 3rd day of March, 2004, at 2:30 p.m. in Courtroom No.1. by the Court, s/FJA, P.J. 2 cc Atty Greco w/service memo	Fredric Joseph Ammerman 1
02/18/2004	16	First Amendment To Amended Complaint. filed by, s/Matthew B. Taladay, Esquire Verification s/Matthew B. Taladay, Esq. Certificate of Service no cc	Fredric Joseph Ammerman 5

Civil Other

Date		Judge
02/18/2004 #17	Response To Preliminary Objections To Amended Complaint. filed by, s/Matthew B. Taladay, Esq. Certificate of Service no cc	Fredric Joseph Ammerman 5
#18	Notice of Service, Plaintiff's Request For Production Of Documents upon Dom W. Greco, Esquire s/Matthew B. Taladay, Esquire no cc	Fredric Joseph Ammerman 2
02/25/2004 #19	Affidavit of Service, Defendant's Preliminary Objections to Amended Complaint and February 13, 2004 Order upon, Matthew B. Taladay, Esq. and David S. Meholick, CA. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman /
#20	Affidavit of Service, Defendant's Preliminary Objections to Amended Complaint and February 13, 2004 Order upon Matthew B. Taladay, Esq. and David S. Meholick, Court Administrator. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman /
02/26/2004 #21	Praecipe to Place Defendant's Motion To Determine Sufficiency of Plaintiff's Answers To Defendant's November 19, 2003 Requests For Admissions on Next Available Argument List. filed by, s/Nathaniel C. Parker, Esquire no cc Copy to CA Certificate of Service	Fredric Joseph Ammerman 3
03/01/2004 #22	Defendant's November 19, 2003 Request for Admissions, Interrogatories & Requested Production of Documents. filed by, s/Dom W. Greco, Esquire no cc	Fredric Joseph Ammerman 17
#23	Response To Request For Admissions: Answers To Interrogatories: and Response To Request For Productions Of Documents. s/Larry Smyers Certificate of Service no cc	Fredric Joseph Ammerman 28
#24	ORDER, AND NOW, this 1st day of March, 2004, re: Argument on Defendant's Preliminary Objections to Amended Complaint has been RESCHEDULED from March 3, 2004, to Thursday, March 11, 2004 at 2:30 p.m., in Courtroom No. 1. Additionally, argument on Defendant's Motion to Determine Sufficiency of Plaintiff's Answers to Defendant's November 19, 2003 Request for Admissions will also be heard at this time. by the Court, s/FJA, P.J. 1 cc Attys Parker, Taladay	Fredric Joseph Ammerman /
03/08/2004 #25	Plaintiffs Response to Defendant's Notice of Deposition. filed by, s/Matthew B. Taladay, Esquire no cc	Fredric Joseph Ammerman 9
#26	Response to Defendant's Objection to Plaintiff's Response to Defendant's Rule 4007.1(d)(1) Notice of Deposition Request for Production of Documents. filed by, s/Matthew B. Taladay, Esquire Certificate of Service no cc	Fredric Joseph Ammerman 4
#27	Certificate of Service, Defendant's March 2004 Request For Admissions & Interrogatories upon Matthew B. Taladay, Esquire. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman 1
03/11/2004 #28	Motion for Protective Order, filed by s/Matthew B. Taladay No CC	Fredric Joseph Ammerman 90
#29	Outline of Defendant's Argument in Support of Preliminary Objections to Complaint. filed by, s/Dom W. Greco, Esq. no cc	Fredric Joseph Ammerman 5
#30	Outline for Argument of Remaining Defendant's Rule 4014 (C) Motion to Determine Sufficiency of Plaintiff's Answers to Defendant's November 19, 2003, Requests for Admissions. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman 6
#31	Certificate of Service, Outline for Argument of Remaining Defendant's Rule 4014 (c) Motion to Determine Sufficiency of Plaintiff's Answers to Defendant's November 19, 2003 Requests For Admissions upon Matthew B. Taladay, Esq. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman 1

Civil Other

Date		Judge
03/11/2004	#32 Certificate of Service, Outline of Defendant's Argument in Support of Preliminary Objections to Complaint upon Matthew B. Taladay, Esquire. filed by, s/Dom W. Greco, Esquire no cc	Fredric Joseph Ammerman
03/12/2004	#33 ORDER, AND NOW, this 11th day of March, 2004, re: Plaintiff is excused from responding to the Request for Admissions submitted by the Defendant. It is further ordered that a Hearing shall be heard on the 1st day of April, 2004, at 1:30 p.m. at which time individual Request for Admissions propounded by Defendant to Plaintiff may be considered for exception to this Protective Order. by the Court, s/FJA, J. 3 cc Atty Taladay	Fredric Joseph Ammerman
03/19/2004	#34 ORDER, AND NOW, this 18th day of March, 2004, re: Defendant's Preliminary Objections. by the Court, s/FJA, P.J. 1 cc Atty Taladay, 2 cc Atty Greco	Fredric Joseph Ammerman
	#35 ORDER, AND NOW, this 19th day of March, 2004, re: Argument on Plaintiff's Motion for Protective Order has been RESCHEDULED from April 1, 2004 to Monday, April 19, 2004, at 9:00 a.m., in Courtroom No. 1. by the Court, s/FJA, P.J. 2 cc & Memo for Service to Atty Taladay	Fredric Joseph Ammerman
03/24/2004	#36 Certificate of Service, Order of Court dated March 19, 2004 upon Dom W. Greco, Esq. and Nathaniel C. Parker, Esq. filed by, s/Matthew B. Taladay, Esquire no cc	Fredric Joseph Ammerman
04/05/2004	#37 Filing: Praecipe for Writ of Summons to Join Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. as Additional Defendants Paid by: Greco, Dom W. (attorney for Mid East Oil Company) Receipt number: 1876591 Dated: 04/05/2004 Amount: $85.00 (Check) Two Writs to Attorney Parker	Fredric Joseph Ammerman
	#38 Rule 1007.1(a) Demand for Jury Trial, filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
04/08/2004	#39 Answer, New Matter & Counterclaims to Plaintiff's Amended Complaint. filed by, s/Nathaniel C. Parker, Esquire Verification s/Mark Thompson no cc	Fredric Joseph Ammerman
	#40 Certificate of Service, Answer, New Matter & Counterclaims of Plaintiff's Amended Complaint upon Matthew B. Taladay, Esq. and Robert McFate, Esq. 1 cc to Atty	Fredric Joseph Ammerman
04/19/2004	#41 Acceptance of Service, I hereby accept service of the Writ of Summons to join Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. as additional defendants, on behalf of both Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc., and hereby certify that I am Devonian Resources, Inc.'s and Van Hampton Gas & Oil Co., Inc.'s counsel and I am authorized to do so, filed by s/Robert W. McFate, Esq. No CC	Fredric Joseph Ammerman
	#42 Certificate of Service, filed by Atty Parker no cert. copies Served copy of Defendant's Brief in Opposition to Plaintiff's Motion for Protective Order to Atty. Taladay.	Fredric Joseph Ammerman
04/20/2004	#43 ORDER, NOW, this 19th day of April, 2004, re: Plaintiff's Motion for Protective Order is hereby GRANTED. Protective Order issued and Plaintiff not required to respond to any of the items as described within the Motion for Protective Order. by the Court, s/FJA, P.J. 1 cc to Attys Taladay, Creco and McFate	Fredric Joseph Ammerman

Civil Other

Date		Judge
05/10/2004 #44	Certificate of Service, Defendant Mid-East's May 2004 Request for Admissions Served Upon Plaintiff Smyers, upon: Matthew B. Taladay, Esq. and Robert W. McFate, Esq. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman
05/17/2004 #45	Preliminary Objections To Defendant's New Matter And Counterclaims To Plaintiff's Amended Complaint. filed by, s/Matthew B. Taladay, Esq. no cc	Fredric Joseph Ammerman
06/17/2004 #46	Defendant Mid-East's May 2004 Request for Admissions served on Plaintiff Smyers, filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
#47	Certificate of Service, Defendant Mid-East's May 2004 Request for Admissions served upon Plaintiff Smyers, served upon Matthew B. Taladay, Esq. and Robert W. McFate, Esq., filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
#48	Defendant Mid-East's Rule 4014(b) Judicial Admissions for Failure to Timely Answer or Object, filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
#49	Certificate of Service, Defendant Mid-East's Rule 4014(b) Judicial Admissions for Failure to Timely Answer or Object, served upon Matthew B. Taladay, Esq. and Robert W. McFate, Esq., filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
06/22/2004 #50	Response to May 2004 Request for Admissions filed by Atty. Taladay No cc.	Fredric Joseph Ammerman
#51	Response to Defendant's Rule for 4014(b) Judicial Admissions and Plaintiff's Petition for Enlargement of Time to Respond to Request for Admission filed by Atty. Taladay. No cc.	Fredric Joseph Ammerman
06/29/2004 #52	Order, NOW, this 28th day of June, 2004, upon consideration of Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaims to Plaintiff's Amended Complaint, a Rule is issued upon Defendant to Appear and Show Cause why the Objections should not be granted. Argument is scheduled the 23 day of July, 2004, at 9:00 a.m. in Courtroom No. 1. bY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC with service memo to Attorney Taladay	Fredric Joseph Ammerman
07/09/2004 #53	Certificate of Service, Order of Court dated June 28, 2004 served upon Dom W. Greco, Esq. and Robert W. McFate, Esq., filed by s/Matthew B. Taladay No CC	Fredric Joseph Ammerman
07/13/2004 #54	Order, NOW, this 12 day of July, 2004, Order that argument on Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaims to Plaintiff's Amended Complaint has been rescheduled from July 23, 2004 to Monday, August 23, 2004 at 9:30 a.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attys: McFate, Greco, Taladay	Fredric Joseph Ammerman
07/26/2004 #55	Defendant Mid-East's Preliminary Objections to Plaintiff Smyers' Preliminary Objections to Mid-East's Answer, New Matter, and Counterclaim, filed by s/Nathaniel C. Parker, Esq. One CC Attorney Parker	Fredric Joseph Ammerman
07/27/2004 #56	ORDER, AND NOW, this 26th day of July, 2004, it is the ORDER of the Court the argument on Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaim to Plaintiff's Amended Complaint in the above matter has been rescheduled from August 23, 2004 to Wednesday, September 1, 2004 at 9:00 A.M. in Courtroom No. 1. By the Court, Fredric J Ammerman. One cc Attys: Taladay, Parker, McFare.	Fredric Joseph Ammerman

Civil Other

Date		Judge
07/27/2004	ORDER, AND NOW, this 27 day of July, 2004, ORDER that argument on Defendant's Preliminary Objections to Plaintiff's Preliminary Objections to Defendant's Answer, New Matter and Counterclaims has been scheduled for WEednesday, Septmeber 1, 2004 at 9:00 a.m. By the Court, Judge Fredric Ammerman. 1 cc Attys: Taladay, Parker, Mcfate.	Fredric Joseph Ammerman
07/28/2004	Complaint Against Additional Defendants. Filed by s/Dom W. Greco, Esq.	Fredric Joseph Ammerman
	Certificate of Service, Complaint Against Additional Defendants, was sent by US Mail, postage pre-paid, to: Matthew B. Taladay, Esq. and Robert W. McFate, Esq. No cc.	Fredric Joseph Ammerman
09/17/2004	Motion to Compel Discovery filed by Atty. Taladay. Cert. of Service of Motion to Compel Discovery also. 1 CC to Atty.	Fredric Joseph Ammerman
09/22/2004	Order AND NOW, this 22 day of Sept. 2004, Rule is hereby issued upon Def.to show cause why the Plff's Motion should not be granted. Rule Returnable Oct. 13, 2004. S/FJA 1 CC to Atty. Taladay.	Fredric Joseph Ammerman
09/29/2004	Certificate of Service, Order of Court dated September, 28, 2004, mailed by U.S. First Class Mail to: Dom W. Greco, Esq., and Robert W. McFate, Esq. filed by s/ Matthew B. Taladay, Esquire.	Fredric Joseph Ammerman
10/13/2004	Defendant Mid-East's Response to Plaintiff Smyers' Motion to Compel Discovery , filed by s/Nathaniel C. Parker, Esq. 2 CC Atty. Parker. Certificate of Service, delivered on October 13, 2004, to other counsel of record.	Fredric Joseph Ammerman
10/18/2004	Order NOW, this 13th day of October, 2004, following argument on Plff's Preliminary Objections to Mid-East Oil Company's Answer, New Matter and Counterclaim and Def. Preliminary Objections to Plff's Preliminary Objection to Def.'s Answer, New matter and Counterclaim, the Court finds as follows: 1. That Plff's Preliminary Objections are hereby denied. 2. Pursuant to the Court's ruling in paragraph 1 above, Def.'s Preliminary Objections are dismissed as the Court finds them to be moot. s/FJA 1 CC Atty. Greco, 2 CC to Atty. McFate, 2 CC to Atty. Taladay.	Fredric Joseph Ammerman
10/20/2004	Notice of Intent to File Praecipe to Enter Judgment by Default filed by Atty. Parker. No cc.	Fredric Joseph Ammerman
	Certificate of Service of Notice of Intent to File Praecipe to Enter Judgment by Default. No cc.	Fredric Joseph Ammerman
10/27/2004	Answer to Complaint to Join Additional Defendants and New Matter filed by Atty. McFate. No cc.	Fredric Joseph Ammerman
	Certificate of Service of Answer to Complaint to Join Additional Def. and New Matter filed by Atty. McFate No cc.	Fredric Joseph Ammerman
11/17/2004	Reply to New Matter and Answer to Counterclaim, filed by Atty. Taladay no cert. copies.	Fredric Joseph Ammerman
	Reply to New Matter Alleged by Devonian and Van Hampton, filed by Atty. Greco no cert. copies.	Fredric Joseph Ammerman
	Certificate of Service, filed by Atty. Parker Served copy of Reply to New Matter Alleged by Devonian and Van Hampton on Atty's Taladay & McFate.	Fredric Joseph Ammerman
12/01/2004	Transcript of Proceedings, Plaintiff's Motion to Compel Discovery, filed. Held before Honorable Fredric J. Ammerman, President Judge, on Oct. 13, 2004 at Clearfield County Courtroom, before Thomas D. Snyder, RPR Official Court Reporter.	Fredric Joseph Ammerman

Civil Other

Date		Judge
12/13/2004	Mid-East's Motion for Partial Judgment on the Pleadings against Devonian & Van Hampton, filed by s/Nathaniel C. Parker, Esq. One CC Attorney Parker	Fredric Joseph Ammerman
12/17/2004	Order, now, this 17th day of Dec., 2004, upon consideration of the attached Motion for Partial Judgment on the Pleadings, a Rule is hereby issued upon the Additional Defendants to show cause why the motion should not be granted. Rule Returnable the 7th day of Jan. for filing written response. Argument is scheduled the 24th day of Jan., 2005 at 9:30 a.m. in Courtroom No. 1, Clfd. Co. Courthouse.	Fredric Joseph Ammerman
01/07/2005	Additional Defendants' Answer To Defendant's Motion For Partial Judgment on the Pleadings, filed by s/ Robert W. McFate. 1CC to Atty.	Fredric Joseph Ammerman
	Certificate of Service, copy of the Additional Defendants' Answer to Defendant's Motion for Partial Judgment on the Pleadings, on Jan. 5, 2005, sent to Nathaniel C. Parker, Esq., and Matthew B. Taladay, Esq. Filed by s/ Robert W. McFate, Esquire. 1CC to Atty	Fredric Joseph Ammerman
01/24/2005	Certificate of Service, copy of Order of Court dated Dec., 17, 2004, on Dec. 24, 2004 to Matthew B.Taladay, Esquire, and Robert W. McFate, Esquire. Filed by s/ Nathaniel C. Parker, Esquire. No CC	Fredric Joseph Ammerman
	Order, NOW, this 24th day of Jan., 2005, following argument on motion for Partial Judgment on the Pleadings filed by Def., it is the ORDER of this Court that ~~Def.~~ Mid-East Oil Co. have 15 days from date hereof to submit a letter brief to the Court, with Additional Def. to respond within 15 days after receipt of the same. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1CC Attys Taladay, D. Greco, McFaye	Fredric Joseph Ammerman
02/01/2005	Order, AND NOW, this 31st day of Jan., 2005, it is ORDERED that Plaintiff's Motion to Compel Discovery is granted. (see orginal). BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 2CC Atty Taladay	Fredric Joseph Ammerman
02/04/2005	Certificate of Service, Letter Brief in Support of Mid-East's Motion for Partial Judgment on the Pleadings Against Devonian and Van Hampton upon Matthew B. Taladay, Esq., and Robert W. McFate, Esq., filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
02/07/2005	Certificate of Service, copy of certified copy of Order of Court, on the 4th of Feb., 2005, mailed to Dom W. Greco, Esquire., copy to Robert W. McFate, Esquire. Filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
02/11/2005	Application For Reconsideration, filed by s/ Dom W. Greco, Esquire. No CC	Fredric Joseph Ammerman
	Certificate of Service, copy of the Application For Reconsideration, sent to Matthew B. Taladay, Esquire, and Robert W. McFate, Esquire., on Feb. 11, 2005. Filed by s/ Nathaniel C. Parker, Esquire. No CC	Fredric Joseph Ammerman
02/22/2005	Response To Application For Reconsideration, filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
02/24/2005	Certificate of Service, copy of the Additional Defendants' Brief in Response to Defendant's motion for Partial Judgment on the Pleadings, on Feb. 22, 2005, to Nathaniel C. Parker, Esquire, and Matthew B. Taladay, Esquire. Filed by s/ Robert W. McFate, Esquire. No CC	Fredric Joseph Ammerman
02/28/2005	Praecipe to File Deposition Transcript of Record Pursuant to Pa. R.C.P. 4002.1, filed by Atty. Greco no Cert. Copies. Deposition of Larry F. Smyers dated January 19, 2004 attached.	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01598-CD

Current Judge: Fredric Joseph Ammerman

Larry F. Smyers vs. Mid East Oil Company, Devonian Resources, Inc., Van Hampton Gas && Oil Co., Inc.

Civil Other

Date		Selected Items	Judge	
02/28/2005	79	Filing: Appeal to High Court Paid by: Greco, Dom W. (attorney for Mid East Oil Company) Receipt number: 1896465 Dated: 02/28/2005 Amount: $45.00 (Check) 1 Cert. to Atty. and 1 Cert. with $60.00 check to Superior Court.	Fredric Joseph Ammerman	10
	80	Reply of Defendant to Plaintiff's Response to Defendant's Application for Reconsideration, filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman	9
03/01/2005	81	Order, NOW, this 1st day of March, 2005, the Court having been notified of Appeal to the Superior Court of Pa. it is the ORDER of this Court that Mid-East Oil, appellant, file a concise statement of the matters complained of on said Appeal no later than 14 days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure. By the Court: /s/ Fredric J. Ammerman, Judge. CC to Taladay, Greco, McFate,	Fredric Joseph Ammerman	1
03/02/2005	82	Certificate of Service, copy of the "Additional Defendants' Brief in Response to Defendant's Motion for Partial Judgment on the Pleadings": sent to Nathaniel C. Parker, Esquire, and Matthew b. Taladay, Esquire. NoCC	Fredric Joseph Ammerman	1
03/03/2005	83	Order, NOW, this 2nd day of March, 2005, following argument and receipt of briefs; it is the ORDER of this Court that the Motion for Partial Judgment filed on behalf of Defendant Mid-East Oil be and is hereby DISMISSED. BY THE COURT, Fredric J. Ammerman, President Judge. 1CC Attys: Greco, Taladay, McFate	Fredric Joseph Ammerman	1
03/07/2005	84	Appeal Docket Sheet filed. no cc	Fredric Joseph Ammerman	4
03/09/2005	85	Defendant Mid-East's Rule 1925(b) Concise Statement of Matters Complained of on Appeal, filed by s/ Dom W. Greco, Esquire. No CC	Fredric Joseph Ammerman	3
	86	Certificate of Service, Copy of the true and correct copy of the foregoing Defendant Mid-East's Rule 1925(b) Concise Statement of Matters Complained of on Appeal, sent on March 7, 2005	Fredric Joseph Ammerman	1
04/04/2005	87	Opinion, April 4, 2005, BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attys: Taladay, Greco, McFate, D. Mikesell	Fredric Joseph Ammerman	4

April 8, 2005

Superior Court of Pennsylvania
Office of the Prothonotary
600 Grant Building
Pittsburgh, PA 15219

Re: Larry F. Smyers, Plaintiff
Vs.
Mid-East Oil Company, Defendant
Devonian Resources, Inc. and Van Hamption Gas & Oil Co., Inc., Additional Defendants
No. 03-1598-CD
Superior Court No. 394 WDA 2005

Dear Prothonotary:

Enclosed you will find the above referenced complete record appealed to your office. Please also find enclosed two separate cover items.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

Fredric J. Ammerman, P.J.
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Matthew B. Taladay, Esq.
PO Box 487
498 Jeffers St.
DuBois PA 15801

Dom W. Greco
PO Box 667
Clarion, PA 16214

Robert W. McFate, Esq.
PO Box 407
Seneca, PA 16346

Larry F. Smyers, Plaintiff
Vs.
Mid-East Oil Company, Defendant
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc., Additional Defendants

Court No. 03-1598-CD; Superior Court No. 394 WDA 2005

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on April 8, 2005.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01598-CD

Current Judge: Fredric Joseph Ammerman

Larry F. Smyers vs. Mid East Oil Company, Devonian Resources, Inc., Van Hampton Gas && Oil Co., Inc.

Civil Other

Date		Judge
10/27/2003	Filing: Civil Complaint Paid by: Taladay, Mathew B. (attorney for Smyers, Larry F.) Receipt number: 1868100 Dated: 10/27/2003 Amount: $85.00 (Check) 1 CC to Shff.	No Judge
11/20/2003	Defendant's Preliminary Objections to Complaint. filed by, s/Dom W. Greco, Esquire no cc	No Judge
	Certificate of Service, Preliminary Objections to Complaint upon: Matthew B. Taladay, Esquire filed by, s/Dom W.. Greco, Esquire no cc	No Judge
11/24/2003	Certificate of Service, Defendant's November 19, 2003, Request for Admissions, Interrogatories & Requested Production of Documents, upon: MATTHEW B. TALADAY, ESQ. filed by, s/Dom W. Greco, Esquire no cc	No Judge
12/17/2003	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
12/31/2003	Amended Complaint. filed by, s/Matthew B. Taladay, Esquire no cc	No Judge
	Response To Request For Admissions: Answers To Interrogatories; and Response To Request For Production Of Documents. filed no cc	No Judge
	Certificate of Service, Notice of Deposition of Party Larry F. Smyers upon: MATTHEW B. TALADAY, ESQ. filed by, s/Dom W. Greco, Esquire no cc	No Judge
01/22/2004	Defendant's Preliminary Objections to Amended Complaint. filed by, s/Dom W. Greco, Esq. s/Nathaniel C. Parker, Esq. 1 cc Atty Greco	No Judge
	Certificate of Service, Defendant's Preliminary Objections to Amended Complaint upon Matthew B. Taladay, Esquire s/Nathaniel C. Parker, Esq. 1 cc Atty Greco	No Judge
01/27/2004	Defendant's Rule 4014 (c) Motion To Determine Sufficiency of Plaintiff's Answers to Defendant's Nov. 19, 2003 Requests For Admission. filed by, s/Dom W. Greco, Esq. s/Nathaniel C. Parker, Esq. 1 cc Atty Parker	No Judge
	Certificate of Service, Defendant's Rule 4014 (c) Motion to Determine Sufficiency of Plaintiff's Answers to Defendant's November 19, 2003 Requests For Admissions upon Matthew B. Taladay, Esq. filed by, s/Nathaniel C. Parker, Esquire 1 cc Atty Parket	No Judge
02/02/2004	Rule, Now this 30th day of Jan. 2004, issued upon Plaintiff. Rule Returnable the 20th day of February, 2004, for filing Written Response. by the Court, s/FJA,P.J. 2 cc Atty Greco	Fredric Joseph Ammerman
02/12/2004	Objection to Plaintiff's Response To Defendant's Rule 4007.1(D)(1) Notice of Deposition Request For Production of Documents. filed by, s/Dom W. Grecco, Esq. s/Nathaniel C. Parker, Esq. no cc	Fredric Joseph Ammerman
	Certificate of Service, Objection to Plaintiff's Response to Defendant's Rule 4007.1(d)(1) Notice of Deposition Request for Production of Documents upon Matthew B. Taladay, Esq. s/Nathaniel C. Parker, Esq. no cc	Fredric Joseph Ammerman
02/17/2004	ORDER, NOW, this 13th day of February, 2004, Rule issued upon Plaintiff. Argument is scheduled for the 3rd day of March, 2004, at 2:30 p.m. in Courtroom No.1. by the Court, s/FJA, P.J. 2 cc Atty Greco w/service memo	Fredric Joseph Ammerman
02/18/2004	First Amendment To Amended Complaint. filed by, s/Matthew B. Taladay, Esquire Verification s/Matthew B. Taladay, Esq. Certificate of Service no cc	Fredric Joseph Ammerman
	Response To Preliminary Objections To Amended Complaint. filed by, s/Matthew B. Taladay, Esq. Certificate of Service no cc	Fredric Joseph Ammerman
	Notice of Service, Plaintiff's Request For Production Of Documents upon Dom W. Greco, Esquire s/Matthew B. Taladay, Esquire no cc	Fredric Joseph Ammerman

Attest.

Prothonotary/
Clerk of Courts

APR 08 2005

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

Civil Other

Date		Judge
02/25/2004	Affidavit of Service, Defendant's Preliminary Objections to Amended Complaint and February 13, 2004 Order upon, Matthew B. Taladay, Esq. and David S. Meholick, CA. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman
	Affidavit of Service, Defendant's Preliminary Objections to Amended Complaint and February 13, 2004 Order upon Matthew B. Taladay, Esq. and David S. Meholick, Court Administrator. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman
02/26/2004	Praecipe to Place Defendant's Motion To Determine Sufficiency of Plaintiff's Answers To Defendant's November 19, 2003 Requests For Admissions on Next Available Argument List. filed by, s/Nathaniel C. Parker, Esquire no cc Copy to CA Certificate of Service	Fredric Joseph Ammerman
03/01/2004	Defendant's November 19, 2003 Request for Admissions, Interrogatories & Requested Production of Documents. filed by, s/Dom W. Greco, Esquire no cc	Fredric Joseph Ammerman
	Response To Request For Admissions: Answers To Interrogatories: and Response To Request For Productions Of Documents. s/Larry Smyers Certificate of Service no cc	Fredric Joseph Ammerman
	ORDER, AND NOW, this 1st day of March, 2004, re: Argument on Defendant's Preliminary Objections to Amended Complaint has been RESCHEDULED from March 3, 2004, to Thursday, March 11, 2004 at 2:30 p.m., in Courtroom No. 1. Additionally, argument on Defendant's Motion to Determine Sufficiency of Plaintiff's Answers to Defendant's November 19, 2003 Request for Admissions will also be heard at this time. by the Court, s/FJA, P.J. 1 cc Attys Parker, Taladay	Fredric Joseph Ammerman
03/08/2004	Plaintiff's Response to Defendant's Notice of Deposition. filed by, s/Matthew B. Taladay, Esquire no cc	Fredric Joseph Ammerman
	Response to Defendant's Objection to Plaintiff's Response to Defendant's Rule 4007.1(d)(1) Notice of Deposition Request for Production of Documents. filed by, s/Matthew B. Taladay, Esquire Certificate of Service no cc	Fredric Joseph Ammerman
	Certificate of Service, Defendant's March 2004 Request For Admissions & Interrogatories upon Matthew B. Taladay, Esquire. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman
03/11/2004	Motion for Protective Order, filed by s/Matthew B. Taladay No CC	Fredric Joseph Ammerman
	Outline of Defendant's Argument in Support of Preliminary Objections to Complaint. filed by, s/Dom W. Greco, Esq. no cc	Fredric Joseph Ammerman
	Outline for Argument of Remaining Defendant's Rule 4014 (C) Motion to Determine Sufficiency of Plaintiff's Answers to Defendant's November 19, 2003, Requests for Admissions. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman
	Certificate of Service, Outline for Argument of Remaining Defendant's Rule 4014 (c) Motion to Determine Sufficiency of Plaintiff's Answers to Defendant's November 19, 2003 Requests For Admissions upon Matthew B. Taladay, Esq. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman
	Certificate of Service, Outline of Defendant's Argument in Support of Preliminary Objections to Complaint upon Matthew B. Taladay, Esquire. filed by, s/Dom W. Greco, Esquire no cc	Fredric Joseph Ammerman
03/12/2004	ORDER, AND NOW, this 11th day of March, 2004, Re: Plaintiff is excused from responding to the Request for Admissions submitted by the Defendant. It is further ordered that a Hearing shall be heard on the 1st day of April, 2004, at 1:30 p.m. at which time individual Request for Admissions propounded by Defendant to Plaintiff may be considered for exception to this Protective Order. by the Court, s/FJA, J. 3 cc Atty Taladay	Fredric Joseph Ammerman

Civil Other

Date		Judge
03/19/2004	ORDER, AND NOW, this 18th day of March, 2004, Re: Defendant's Preliminary Objections. by the Court, s/FJA, P.J. 1 cc Atty Taladay, 2 cc Atty Greco	Fredric Joseph Ammerman
	ORDER, AND NOW, this 19th day of March, 2004, Re: Argument on Plaintiff's Motion for Protective Order has been RESCHEDULED from April 1, 2004 to Monday, April 19, 2004, at 9:00 a.m., in Courtroom No. 1. by the Court, s/FJA, P.J. 2 cc & Memo for Service to Atty Taladay	Fredric Joseph Ammerman
03/24/2004	Certificate of Service, Order of Court dated March 19, 2004 upon Dom W. Greco, Esq. and Nathaniel C. Parker, Esq. filed by, s/Matthew B. Taladay, Esquire no cc	Fredric Joseph Ammerman
04/05/2004	Filing: Praecipe for Writ of Summons to Join Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. as Additional Defendants Paid by: Greco, Dom W. (attorney for Mid East Oil Company) Receipt number: 1876591 Dated: 04/05/2004 Amount: $85.00 (Check) Two Writs to Attorney Parker	Fredric Joseph Ammerman
	Rule 1007.1(a) Demand for Jury Trial, filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
04/08/2004	Answer, New Matter & Counterclaims to Plaintiff's Amended Complaint. filed by, s/Nathaniel C. Parker, Esquire Verification s/Mark Thompson no cc	Fredric Joseph Ammerman
	Certificate of Service, Answer, New Matter & Counterclaims of Plaintiff's Amended Complaint upon Matthew B. Taladay, Esq. and Robert McFate, Esq. 1 cc to Atty	Fredric Joseph Ammerman
04/19/2004	Acceptance of Service, I hereby accept service of the Writ of Summons to join Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. as additional defendants, on behalf of both Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc., and hereby certify that I am Devonian Resources, Inc.'s and Van Hampton Gas & Oil Co., Inc.'s counsel and I am authorized to do so, filed by s/Robert W. McFate, Esq. No CC	Fredric Joseph Ammerman
	Certificate of Service, filed by Atty Parker no cert. copies Served copy of Defendant's Brief in Opposition to Plaintiff's Motion for Protective Order to Atty. Taladay.	Fredric Joseph Ammerman
04/20/2004	ORDER, NOW, this 19th day of April, 2004, Re: Plaintiff's Motion for Protective Order is hereby GRANTED. Protective Order issued and Plaintiff not required to respond to any of the items as described within the Motion for Protective Order. by the Court, s/FJA, P.J. 1 cc to Attys Taladay, Creco and McFate	Fredric Joseph Ammerman
05/10/2004	Certificate of Service, Defendant Mid-East's May 2004 Request for Admissions Served Upon Plaintiff Smyers, upon: Matthew B. Taladay, Esq. and Robert W. McFate, Esq. filed by, s/Nathaniel C. Parker, Esquire no cc	Fredric Joseph Ammerman
05/17/2004	Preliminary Objections To Defendant's New Matter And Counterclaims To Plaintiff's Amended Complaint. filed by, s/Matthew B. Taladay, Esq. no cc	Fredric Joseph Ammerman
06/17/2004	Defendant Mid-East's May 2004 Request for Admissions served on Plaintiff Smyers, filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
	Certificate of Service, Defendant Mid-East's May 2004 Request for Admissions served upon Plaintiff Smyers, served upon Matthew B. Taladay, Esq. and Robert W. McFate, Esq., filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
	Defendant Mid-East's Rule 4014(b) Judicial Admissions for Failure to Timely Answer or Object, filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01598-CD

Current Judge: Fredric Joseph Ammerman

Larry F. Smyers vs. Mid East Oil Company, Devonian Resources, Inc., Van Hampton Gas && Oil Co., Inc.

Civil Other

Date		Judge
06/17/2004	Certificate of Service, Defendant Mid-East's Rule 4014(b) Judicial Admissions for Failure to Timely Answer or Object, served upon Matthew B. Taladay, Esq. and Robert W. McFate, Esq., filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
06/22/2004	Response to May 2004 Request for Admissions filed by Atty. Taladay No cc.	Fredric Joseph Ammerman
	Response to Defendant's Rule for 4014(b) Judicial Admissions and Plaintiff's Petition for Enlargement of Time to Respond to Request for Admission filed by Atty. Taladay. No cc.	Fredric Joseph Ammerman
06/29/2004	Order, NOW, this 28th day of June, 2004, upon consideration of Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaims to Plaintiff's Amended Complaint, a Rule is issued upon Defendant to Appear and Show Cause why the Objections should not be granted. Argument is scheduled the 23 day of July, 2004, at 9:00 a.m. in Courtroom No. 1. bY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC with service memo to Attorney Taladay	Fredric Joseph Ammerman
07/09/2004	Certificate of Service, Order of Court dated June 28, 2004 served upon Dom W. Greco, Esq. and Robert W. McFate, Esq., filed by s/Matthew B. Taladay No CC	Fredric Joseph Ammerman
07/13/2004	Order, NOW, this 12 day of July, 2004, Order that argument on Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaims to Plaintiff's Amended Complaint has been rescheduled from July 23, 2004 to Monday, August 23, 2004 at 9:30 a.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attys: McFate, Greco, Taladay	Fredric Joseph Ammerman
07/26/2004	Defendant Mid-East's Preliminary Objections to Plaintiff Smyers' Preliminary Objections to Mid-East's Answer, New Matter, and Counterclaim, filed by s/Nathaniel C. Parker, Esq. One CC Attorney Parker	Fredric Joseph Ammerman
07/27/2004	ORDER, AND NOW, this 26th day of July, 2004, it is the ORDER of the Court the argument on Plaintiff's Preliminary Objections to Defendant's New Matter and Counterclaim to Plaintiff's Amended Complaint in the above matter has been rescheduled from August 23, 2004 to Wednesday, September 1, 2004 at 9:00 A.M. in Courtroom No. 1. By the Court, Fredric J Ammerman. One cc Attys: Taladay, Parker, McFare.	Fredric Joseph Ammerman
	ORDER, AND NOW, this 27 day of July, 2004, ORDER that argument on Defendant's Preliminary Objections to Plaintiff's Preliminary Objections to Defendant's Answer, New Matter and Counterclaims has been scheduled for WEednesday, Septmeber 1, 2004 at 9:00 a.m. By the Court, Judge Fredric Ammerman. 1 cc Attys: Taladay, Parker, Mcfate.	Fredric Joseph Ammerman
07/28/2004	Complaint Against Additional Defendants. Filed by s/Dom W. Greco, Esq.	Fredric Joseph Ammerman
	Certificate of Service, Complaint Against Additional Defendants, was sent by US Mail, postage pre-paid, to: Matthew B. Taladay, Esq. and Robert W. McFate, Esq. No cc.	Fredric Joseph Ammerman
09/17/2004	Motion to Compel Discovery filed by Atty. Taladay. Cert. of Service of Motion to Compel Discovery also. 1 CC to Atty.	Fredric Joseph Ammerman
09/22/2004	Order AND NOW, this 22 day of Sept. 2004, Rule is hereby issued upon Def.to show cause why the Plff's Motion should not be granted. Rule Returnable Oct. 13, 2004. S/FJA 1 CC to Atty. Taladay.	Fredric Joseph Ammerman
09/29/2004	Certificate of Service, Order of Court dated September, 28, 2004, mailed by U.S. First Class Mail to: Dom W. Greco, Esq., and Robert W. McFate, Esq. filed by s/ Matthew B. Taladay, Esquire.	Fredric Joseph Ammerman
10/13/2004	Defendant Mid-East's Response to Plaintiff Smyers' Motion to Compel Discovery , filed by s/Nathaniel C. Parker, Esq. 2 CC Atty. Parker. Certificate of Service, delivered on October 13, 2004, to other counsel of record.	Fredric Joseph Ammerman

Civil Other

Date		Judge
10/18/2004	Order NOW, this 13th day of October, 2004, following argument on Plaintiff's Preliminary Objections to Mid-East Oil Company's Answer, New Matter and Counterclaim and Defendant's Preliminary Objections to Plaintiff's Preliminary Objections to Defendant's Answer, New Matter and Counterclaim, the Court Finds as follows: 1. That Plaintiff's Preliminary Objections are hereby denied. 2. Pursuant to the Court's ruling in paragraph 1 above, Defendant's Preliminary Objections are dismissed as the Court finds them to be moot. s/FJA 1 CC Atty. Greco, 2 CC to Atty. McFate, 2 CC to Atty. Taladay.	Fredric Joseph Ammerman
10/20/2004	Notice of Intent to File Praecipe to Enter Judgment by Default filed by Atty. Parker. No cc.	Fredric Joseph Ammerman
	Certificate of Service of Notice of Intent to File Praecipe to Enter Judgment by Default. No cc.	Fredric Joseph Ammerman
10/27/2004	Answer to Complaint to Join Additional Defendants and New Matter filed by Atty. McFate. No cc.	Fredric Joseph Ammerman
	Certificate of Service of Answer to Complaint to Join Additional Defendant and New Matter filed by Atty. McFate No cc.	Fredric Joseph Ammerman
11/17/2004	Reply to New Matter and Answer to Counterclaim, filed by Atty. Taladay no cert. copies.	Fredric Joseph Ammerman
	Reply to New Matter Alleged by Devonian and Van Hampton, filed by Atty. Greco no cert. copies.	Fredric Joseph Ammerman
	Certificate of Service, filed by Atty. Parker Served copy of Reply to New Matter Alleged by Devonian and Van Hampton on Atty's Taladay & McFate.	Fredric Joseph Ammerman
12/01/2004	Transcript of Proceedings, Plaintiff's Motion to Compel Discovery, filed. Held before Honorable Fredric J. Ammerman, President Judge, on Oct. 13, 2004 at Clearfield County Courtroom, before Thomas D. Snyder, RPR Official Court Reporter.	Fredric Joseph Ammerman
12/13/2004	Mid-East's Motion for Partial Judgment on the Pleadings against Devonian & Van Hampton, filed by s/Nathaniel C. Parker, Esq. One CC Attorney Parker	Fredric Joseph Ammerman
12/17/2004	Order, now, this 17th day of Dec., 2004, upon consideration of the attached Motion for Partial Judgment on the Pleadings, a Rule is hereby issued upon the Additional Defendants to show cause why the motion should not be granted. Rule Returnable the 7th day of Jan. for filing written response. Argument is scheduled the 24th day of Jan., 2005 at 9:30 a.m. in Courtroom No. 1, Clfd. Co. Courthouse.	Fredric Joseph Ammerman
01/07/2005	Additional Defendants' Answer To Defendant's Motion For Partial Judgment on the Pleadings, filed by s/ Robert W. McFate. 1CC to Atty.	Fredric Joseph Ammerman
	Certificate of Service, copy of the Additional Defendants' Answer to Defendant's Motion for Partial Judgment on the Pleadings, on Jan. 5, 2005, sent to Nathaniel C. Parker, Esq., and Matthew B. Taladay, Esq. Filed by s/ Robert W. McFate, Esquire. 1CC to Atty	Fredric Joseph Ammerman
01/24/2005	Certificate of Service, copy of Order of Court dated Dec., 17, 2004, on Dec. 24, 2004 to Matthew B.Taladay, Esquire, and Robert W. McFate, Esquire. Filed by s/ Nathaniel C. Parker, Esquire. No CC	Fredric Joseph Ammerman
	Order, NOW, this 24th day of Jan., 2005, following argument on Motion for Partial Judgment on the Pleadings filed by Def., it is the ORDER of this Court that Mid-East Oil Co. have 15 days from date hereof to submit a letter brief to the Court, with Additional Def. to respond within 15 days after receipt of the same. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1CC Attys Taladay, D. Greco, McFaye	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01598-CD

Current Judge: Fredric Joseph Ammerman

Larry F. Smyers vs. Mid East Oil Company, Devonian Resources, Inc., Van Hampton Gas && Oil Co., Inc.

Civil Other

Date	Selected Items	Judge
02/01/2005	Order, AND NOW, this 31st day of Jan., 2005, it is ORDERED that Plaintiff's Motion to Compel Discovery is granted. (see orginal). BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 2CC Atty Taladay	Fredric Joseph Ammerman
02/04/2005	Certificate of Service, Letter Brief in Support of Mid-East's Motion for Partial Judgment on the Pleadings Against Devonian and Van Hampton upon Matthew B. Taladay, Esq., and Robert W. McFate, Esq., filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
02/07/2005	Certificate of Service, copy of certified copy of Order of Court, on the 4th of Feb., 2005, mailed to Dom W. Greco, Esquire., copy to Robert W. McFate, Esquire. Filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
02/11/2005	Application For Reconsideration, filed by s/ Dom W. Greco, Esquire. No CC	Fredric Joseph Ammerman
	Certificate of Service, copy of the Application For Reconsideration, sent to Matthew B. Taladay, Esquire, and Robert W. McFate, Esquire., on Feb. 11, 2005. Filed by s/ Nathaniel C. Parker, Esquire. No CC	Fredric Joseph Ammerman
02/22/2005	Response To Application For Reconsideration, filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
02/24/2005	Certificate of Service, copy of the Additional Defendants' Brief in Response to Defendant's Motion for Partial Judgment on the Pleadings , on Feb. 22, 2005, to Nathaniel C. Parker, Esquire, and Matthew B. Taladay, Esquire. Filed by s/ Robert W. McFate, Esquire. No CC	Fredric Joseph Ammerman
02/28/2005	Praecipe to File Deposition Transcript of Record Pursuant to Pa. R.C.P. 4002.1, filed by Atty. Greco no Cert. Copies. Deposition of Larry F. Smyers dated January 19, 2004 attached.	Fredric Joseph Ammerman
	Filing: Appeal to High Court Paid by: Greco, Dom W. (attorney for Mid East Oil Company) Receipt number: 1896465 Dated: 02/28/2005 Amount: $45.00 (Check) 1 Cert. to Atty. and 1 Cert. with $60.00 check to Superior Court.	Fredric Joseph Ammerman
	Reply of Defendant to Plaintiff's Response to Defendant's Application for Reconsideration, filed by s/Nathaniel C. Parker, Esq. No CC	Fredric Joseph Ammerman
03/01/2005	Order, NOW, this 1st day of March, 2005, the Court having been notified of Appeal to the Superior Court of Pa. it is the ORDER of this Court that Mid-East Oil, appellant, file a concise statement of the matters complained of on said Appeal no later than 14 days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure. By the Court: /s/ Fredric J. Ammerman, Judge. CC to Taladay, Greco, McFate,	Fredric Joseph Ammerman
03/02/2005	Certificate of Service, copy of the "Additional Defendants' Brief in Response to Defendant's Motion for Partial Judgment on the Pleadings" : sent to Nathaniel C. Parker, Esquire, and Matthew b. Taladay, Esquire. NoCC	Fredric Joseph Ammerman
03/03/2005	Order, NOW, this 2nd day of March, 2005, following argument and receipt of briefs; it is the ORDER of this Court that the Motion for Partial Judgment filed on behalf of Defendant Mid-East Oil be and is hereby DISMISSED. BY THE COURT, Fredric J. Ammerman, President Judge. 1CC Attys: Greco, Taladay, McFate	Fredric Joseph Ammerman
03/07/2005	Appeal Docket Sheet filed. no cc	Fredric Joseph Ammerman
03/09/2005	Defendant Mid-East's Rule 1925(b) Concise Statement of Matters Complained of on Appeal, filed by s/ Dom W. Greco, Esquire. No CC	Fredric Joseph Ammerman
	Certificate of Service, Copy of the true and correct copy of the foregoing Defendant Mid-East's Rule 1925(b) Concise Statement of Matters Complained of on Appeal, sent on March 7, 2005	Fredric Joseph Ammerman
04/04/2005	Opinion, April 4, 2005, BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attys: Taladay, Greco, McFate, D. Mikesell	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01598-CD

Current Judge: Fredric Joseph Ammerman

Larry F. Smyers vs. Mid East Oil Company, Devonian Resources, Inc., Van Hampton Gas && Oil Co., Inc.

Civil Other

Date	Selected Items	Judge
04/08/2005	Case transferred to Superior Court April 8, 2005. Letter to all counsel of record.	Fredric Joseph Ammerman

FILED

APR 0 8 2005

William A. Shaw
Prothonotary/Clerk of Courts

03-1598-CD

7099 3400 0016 7880 6147

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

PITTSBURGH PA 15219

Postage	$ $2.50	
Certified Fee	$2.30	0830 07 Postmark Here
Return Receipt Fee (Endorsement Required)	$1.75	
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$13.35.55	04/08/2005

Recipient's Name (Please Print Clearly) (to be completed by mailer)
Superior Court of PA: Prothonotary 03-1598-CD
Street, Apt. No.; or PO Box No.
600 Grant Building
City, State, ZIP+4
Pittsburgh, PA 15219

PS Form 3800, February 2000 — See Reverse for Instructions

03-1598-CD

FILED
APR 13 2005
10:10 Cm
William A. Shaw
Prothonotary/Clerk of Courts

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Supe. or Court of Pennsylvania
Office of Prothonotary
600 Grant Building
Pittsburgh, PA 15219

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery
1 1 2005

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7099 3400 0016 7880 6147

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff vs. MID EAST OIL COMPANY, Defendant	CIVIL ACTION - AT LAW No. 03-1598-CD Type of Pleading: NOTICE OF SERVICE Filed on Behalf of: PLAINTIFF Counsel of Record for This Party: Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801 814-371-7768 JURY TRIAL DEMANDED

January 2, 2006

FILED NO CC
m/10:55 BD
JAN 04 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

NOTICE OF SERVICE

I, Matthew B. Taladay, of Hanak, Guido and Taladay, being counsel of record for Plaintiff, do hereby certify that I propounded on Defendant, via United States mail, first class, postage pre-paid, this 2nd day of January, 2006, Plaintiff's SUPPLEMENTAL REQUEST FOR PRODUCTION OF DOCUMENTS to the below indicated person, at said address, being counsel of record for the Defendant:

Dom W. Greco, Esq.
Attorney for Defendant
P.O. Box 667
Clarion, PA 16214

With a copy to:

Robert W. McFate, Esq.
Attorney for Additional Defendant
P.O. Box 407
Seneca, PA 16346

Matthew B. Taladay
Attorney for Plaintiff

CA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff vs. MID EAST OIL COMPANY, Defendant vs. DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendants	CIVIL ACTION - AT LAW No. 03-1598-CD Type of Pleading: PETITION FOR LEAVE OF COURT TO JOIN ADDITIONAL DEFENDANT Filed on Behalf of: PLAINTIFF Counsel of Record for This Party: Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801 814-371-7768 JURY TRIAL DEMANDED

FILED 1cc Atty Taladay
m/12:50/BK
JAN 05 2006
(GK)

William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	
MID EAST OIL COMPANY, Defendant	:	No. 03-1598-CD
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

PETITION FOR LEAVE TO JOIN
ADDITIONAL DEFENDANT, NORTH COAST ENERGY, INC.

Plaintiff, by his attorneys, Hanak, Guido and Taladay, hereby brings the within Petition for Leave of Court to Join as a Defendant in this matter North Coast Energy, Inc. and in support thereof avers as follows:

1. Plaintiff, Larry F. Smyers, instituted the within action against Mid-East Oil Company seeking to enforce his rights to royalties payments from an area of mutual interest (AMI) known as the Pine Glen Prospect.

2. Defendant, Mid-East Oil Company, subsequently joined as an Additional Defendant Devonian Resources, Inc. and Van Hampton Gas and Oil Company, Inc., its predecessor in the AMI.

3. By fax correspondence dated December 12, 2005 and attached hereto, counsel for Defendant, Mid-East Oil Company, advised counsel for the Plaintiff that Mid-East Oil Company has sold its

interest in the AMI to North Coast, an Ohio corporation with offices and principal place of business at 33 North Wickliffe Circle, Austintown, OH 44515.

4. North Coast is an indispensable party to this action as successor in interest to the AMI, in that Plaintiffs' claim to overriding royalty interests is ongoing and any royalty payment obligations have now reportedly passed to North Coast.

5. No party to this matter will be prejudiced by the joinder of North Coast as a defendant.

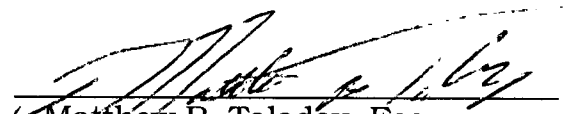
6. The proposed Defendant, North Coast, will not be prejudiced by the joinder in this matter in that it knew, or in the exercise of reasonable diligence should have known, of the pendency of this action prior to acquiring the rights of Mid-East in the AMI.

7. The addition of North Coast as a Defendant in the above matter would serve the interest of judicial economy in that it would avoid multiple and repetitive litigation over the same issues currently pending before the Court.

WHEREFORE, it is respectfully requested that this Honorable Court issue an order granting leave to Larry F. Smyers to file a Complaint joining North Coast as a Defendant in this matter.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By 

Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	
MID EAST OIL COMPANY, Defendant	:	No. 03-1598-CD
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

ORDER OR COURT

AND NOW, this 9 day of January, 2006, upon consideration of the Motion of Larry F. Smyers for leave of Court to join North Coast Energy as a Defendant in this matter,

IT IS HEREBY ORDERED AND DECREED that Plaintiff, Larry F. Smyers, be and hereby is granted leave of Court to join North Coast Energy, Inc., 33 North Wickliffe Circle, Austintown, OH 44515, as a Defendant in the above matter within thirty days of the date of this Order.

BY THE COURT,

J.

FILED 1cc
02:52 Atty Taladay
JAN 10 2006 cc

William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	
MID EAST OIL COMPANY, Defendant	:	No. 03-1598-CD
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

CERTIFICATE OF SERVICE

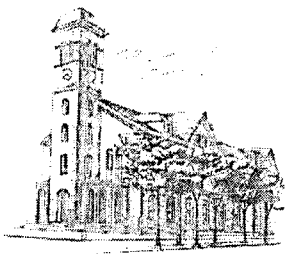
I certify that on the 2nd day of January, 2006, a true and correct copy of the foregoing Petition for Leave to Join Additional Defendant was mailed by United States First Class Mail to the following:

Dom W. Greco, Esq.
Nathaniel C. Parker, Esq.
Attorneys for Defendant
P.O. Box 667
Clarion, PA 16214

With a copy to:

Robert W. McFate, Esq.
Attorney for Additional Defendant
P.O. Box 407
Seneca, PA 16346

Matthew B. Taladay, Esq.
Attorney for Plaintiff



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 1/10/06

__X__ You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s)/Attorney(s)

_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

The Superior Court of Pennsylvania

Sitting at Pittsburgh

1015 Grant Building
Pittsburgh, Pennsylvania
15219

FILED
m/ 1:01 BCA (GK)
JAN 12 2006
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF CONTENTS OF REMANDED RECORD
AND NOTICE OF REMAND
under
PENNSYLVANIA RULES OF APPELLATE PROCEDURE 2571 AND 2572

THE UNDERSIGNED, Prothonotary (or Deputy Prothonotary) of the Superior Court of Pennsylvania, the said court of record, does hereby certify that annexed to the original hereof, is a true and correct copy of the entire record:

Original Record in three parts, One Deposition, One Transcript, Superior Court Opinion

As remanded from said court in the following matter:

In Re: Larry F. Smyers v. Mid-East Oil Company v. Devonian Resources
No. 394 WDA 2005

Court of Common Pleas, Civil Division of the County
Of Clearfield at No. 03-1598-CD

In compliance with Pennsylvania Rules of Appellate Procedure 2571.

The date of which the record is remanded is: JANUARY 10, 2006

An additional copy of this certificate is enclosed with the original hereof and the clerk or prothonotary of the lower court or the head, chairman, deputy, or the secretary of the other government unit is hereby directed to acknowledge receipt of the remanded record by executing such copy at the place indicated by forthwith returning the same to this court.

Eleanor R. Valecko
DEPUTY PROTHONOTARY

RECORD, ETC. RECEIVED: DATE: 1/12/2006

(Signature & Title)

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37

LARRY F. SMYERS, Appellee v. MID-EAST OIL COMPANY, Appellant v. DEVONIAN RESOURCES INC., AND VAN HAMPTON GAS & OIL CO., INC.,	:	IN THE SUPERIOR COURT OF PENNSYLVANIA 03-1598-CD FILED m 11:01 BM JAN 12 2006 William A. Shaw Prothonotary/Clerk of Courts 394 WDA 2005

Appeal from the Order February 1, 2005,
In the Court of Common Pleas of Clearfield County,
Civil Division at No. 03-1598-CD.

BEFORE: ORIE MELVIN, McCAFFERY and POPOVICH, JJ.

MEMORANDUM: FILED: November 28, 2005

Appellant Mid-East Oil Company appeals the discovery order entered on February 1, 2005, in the Court of Common Pleas of Clearfield County, that compelled Appellant to release certain information to Appellee Larry F. Smyers. Appellant asserts that the trial court abused its discretion by compelling the disclosure of the information to Appellee, rather than limiting disclosure of the information only to Appellee's attorney and expert, because the information contains Appellant's trade secrets. Appellant alleges that, in the past, Appellee has misused trade secrets that he obtained from Appellant. Additionally, Appellee has filed a motion with this Court to quash

this appeal as interlocutory. On review, we grant Appellee's motion and quash this premature appeal.

The relevant facts and procedural history of this case are as follows: Appellee initiated this litigation by filing a complaint sounding in breach of contract against Appellant on October 27, 2003. Appellee alleged that he entered into an agreement in 1999 with Van Hampton Gas and Oil Company (Van Hampton) for the development of oil and natural gas prospects. In accordance with the agreement, Van Hampton was to pay Appellee a 1/64 overriding royalty interest from the sale of all natural gas from wells that would be located in an area proposed by Appellee. Appellee, a professional geologist, developed drilling prospects in Clearfield and Centre Counties. The agreement identified this area as "the area of mutual interest" (AMI). Thereafter, Appellee entered into a second agreement in 2000 with Devonian Resources, Inc. (Devonian), a related company of Van Hampton, which agreement further identified the area comprising the AMI.

Thereafter, Devonian began exploration and development of the natural gas and oil resources within the AMI, and it also entered into a joint-venture agreement with Appellant to develop the AMI. Thereafter, in 2002, Devonian conveyed all of its interest in the AMI to Appellant. Appellant, although the successor-in-interest to Devonian, refused to pay Appellee as was required by the terms of the 1999 agreement. Consequently, Appellee

brought suit against Appellant to determine the number of wells developed in the AMI and, thereby, recoup money damages for lost royalty payments.

In April 2004, Appellant joined Van Hampton and Devonian as additional defendants in Appellee's suit. The case proceeded through pre-trial pleadings, and, on September 17, 2004, Appellee filed a motion to compel discovery against Appellant. In the motion, Appellee asserted that Appellant failed to make available certain documents that Appellee requested during discovery. In response, Appellant forwarded to Appellee a proposed agreement that conditioned Appellee's review of the documents on Appellee keeping confidential the information contained within the documents. Appellee refused to execute the proposed confidentiality agreement.

The trial court conducted argument on Appellee's motion to compel on October 13, 2004. During argument, Appellant alleged that Appellee previously diverted confidential information from Appellant and misused that information for his own financial gain. Accordingly, Appellant requested an order limiting dissemination of the requested documents only to Appellee's attorney and potential experts but not to Appellee himself. The trial court did not immediately rule on Appellee's motion at the conclusion of argument in order to allow the parties to resolve the issue privately. However, the parties' efforts to resolve the issue were not fruitful, and they requested the trial court to rule on the issue. The trial court, in turn, granted Appellee's

motion on February 1, 2005. The order placed certain confidentiality restrictions on the information, but it did not restrict Appellee from viewing the information.

Appellant filed a timely notice of appeal to this Court. The trial court ordered Appellant to file a concise statement of matters complained of on appeal, and it complied. Thereafter, the trial court authored an opinion suggesting that the present appeal is premature because its discovery order was interlocutory.

Appellant presents the following issue for our review:

> Did the trial court abuse its discretion [by] ordering Appellant to disclose trade secrets personally to [Appellee], ***rather than*** ordering disclosure first only to [Appellee's attorney] and expert, with any subsequent disclosure to [Appellee] personally ***only*** after [Appellee] first establishes good cause shown on the record, where:
>
> 1. [Appellee] is a competitor of [Appellant], and the record shows [Appellee] previously misused [Appellant's] trade secrets;
>
> 2. the disclosure order requiring initial disclosure of [Appellant's] trade secrets to [Appellee] is not supported by any evidence of record or findings of fact, even though [Appellant] repeatedly requested an evidentiary hearing; and
>
> 3. the record shows that the trial court itself expressed concerns about ordering disclosure of [Appellant's] trade secrets personally to [Appellee]?

Appellant's brief, at 4.

Before we reach a discussion of the merits of Appellant's issue, we will first address Appellee's motion to quash this appeal. In the motion, Appellee asserts that this appeal is premature and should be quashed because the trial court's February 1, 2005 order is a non-appealable interlocutory order.

Generally, appeals lie only from a "final order." ***See*** 42 Pa.C.S.A. § 742. A final order is an order that meets any of the following three *criteria*: (1) the order disposes of all claims and of all parties; (2) the order is defined expressly as a final order by statute; or (3) the order is entered as a final order pursuant to Rule 341(c) (relating to entry of final order as to one or more but fewer than all claims and parties upon express determination that immediate appeal would facilitate resolution of entire case). ***See*** Pa.R.A.P. 341(a), (b). The trial court's February 1, 2005 order is not a final order because it meets none of the aforementioned *criteria*.

A party may still invoke this Court's jurisdiction if the order meets the *criteria* for an "interlocutory order appealable as of right," which requirements are set forth at Pa.R.A.P. 311, or if the putative appellant is permitted to appeal by this Court from the interlocutory order. ***See*** Pa.R.A.P. 312. A review of the requirements set forth at Pa.R.A.P. 311 indicates that the trial court's February 1, 2005 order is not an interlocutory order appealable as of right. Likewise, Appellant has not sought permission to appeal the trial court's February 1, 2005 order.

The final means to seek review of an otherwise interlocutory order is through the "collateral order doctrine." The "collateral order doctrine" is an exception to the finality rule and permits immediate appeal as of right from an otherwise interlocutory order where the putative appellant demonstrates that the order appealed from meets the following elements: (1) it is separable from and collateral to the main cause of action; (2) the right involved is too important to be denied review; and (3) the question presented is such that if review is postponed until final judgment in the case, the claimed right will be irreparably lost. ***See*** Pa.R.A.P. 313(a), (b). The "collateral order doctrine" is construed narrowly, and each prong of the aforementioned test must be met before an order may be considered appealable under the doctrine. ***See Harrison v. Hayes***, 870 A.2d 326, 327 (Pa. Super. 2005).

Upon review, we conclude that the trial court's February 1, 2005 order is ***not*** separable from and collateral to the main cause of action, *i.e.*, Appellee's breach of contract claim. Review of Appellee's complaint indicates that he asserted that Appellant, which was subject to Appellee's agreement with Devonian and later became successor-in-interest to the agreement, failed to provide to Appellee an accounting of oil and gas production in the AMI. Appellee also asserted in the complaint that Appellant failed to pay Appellee the agreed-upon overriding 1/64 royalty payment for his services. Therefore, in his prayer for relief, Appellee requested an immediate and

ongoing accounting of the production from all oil and gas wells within the AMI and immediate payment of all unpaid royalties.

The requested discovery materials include "[all] production records for wells located within the AMI," documents pertaining to the agreement between Appellee and Devonian, documents regarding payments made to Appellee, and other documents pertaining to the oil and gas wells in the AMI. Certainly, this information is essential to prove the money damages that Appellee requested in his complaint. ***See, e.g., Logan v. Mirror Printing Co.***, 600 A.2d 225, 227 (Pa. Super. 1991) (citation omitted) (holding that party who seeks money damages in breach of contract action must prove damages with reasonable certainty). The trial court's February 1, 2005 order regulates the manner by which this information was to be disseminated by Appellant and reviewed by Appellee.

Under the collateral order doctrine, a discovery order covering material that is intertwined with the facts necessary to support the cause of action is not separable from the action and no appeal can be taken before final judgment. ***See Van Der Laan v. Nazareth Hosp.***, 703 A.2d 540, 541 (Pa. Super. 1997). Accordingly, we conclude that this appeal is premature because the trial court's February 1, 2005 order covers material that is intertwined with the facts necessary to support Appellee's breach of contract

action against Appellant. ***Id.***, 703 A.2d at 541. Therefore, we grant Appellee's motion and quash this premature appeal.

Motion granted. Appeal quashed.

Judgment Entered:

Eleanor R. Valecko

Deputy Prothonotary

DATE: November 28, 2005

FILED
JAN 12 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
Mid-East Oil Company,	:	
	:	
Defendant	:	
	:	
vs.	:	
	:	
Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.,	:	
	:	
Additional Defendants	:	

FILED NO CC
m/10:54/BL
JAN 23 2006
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Nathaniel Parker, Esq., hereby certify that a true and correct copy of the foregoing **"Mid-East Answer to Plaintiff's Supplemental Request for Production of Documents"** was sent by U.S. mail, postage prepaid, on January 20, 2006, to other counsel of record addressed as follows:

On Behalf Of Larry F. Smyers

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801

On Behalf Of Devonian & Van Hampton

Robert W. McFate, Esq.
McFate Law Offices
P. O. Box 407
3178 Star Route, Suite B
Seneca, PA 16346

GRECO & LANDER, P.C.:

By _____
NATHANIEL PARKER, ESQ.

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
Mid-East Oil Company,	:	
	:	
Defendant	:	
	:	
vs.	:	
	:	
Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.,	:	
	:	
Additional Defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Defendant's Interrogatories and Request for Production of Documents to Additional Defendants**", was sent by U. S. mail, postage prepaid, on MAY 10, 2006, to other counsel of record addressed as follows:

Robert W. McFate, Esq.
McFate Law Offices
P.O. Box 407
3178 Star Route, Suite B
Seneca, PA 16346

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By: _____ (SEAL)
NATHANIEL C. PARKER, ESQ.

FILED
MAY 15 2006
m/ 8:30 /cc
William A. Shaw
Prothonotary/Clerk of Courts
1 cert to Atty

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
Mid-East Oil Company,	:	
	:	
Defendant	:	
	:	
vs.	:	
	:	
Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.,	:	
	:	
Additional Defendants	:	

FILED NO CC
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MAY 22 2006
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Notice of Taking Deposition Upon Oral Examination of Stanley R. Thompson**", was sent by U.S. mail, postage prepaid, on May 19, 2006, to other counsel of record addressed as follows:

Robert W. McFate, Esq.
McFate Law Offices
P.O. Box 407
3178 Star Route, Suite B
Seneca, PA 16346

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By _____(SEAL)
NATHANIEL C. PARKER, ESQ.

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
Mid-East Oil Company,	:	
	:	
Defendant	:	
	:	
vs.	:	
	:	
Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.,	:	
	:	
Additional Defendants	:	

FILED no cc
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JUN 05 2006

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Notice of Taking Deposition Upon Oral Examination of Stanley R. Thompson**", was sent by U.S. mail, postage prepaid, on June 2, 2006, to other counsel of record addressed as follows:

Robert W. McFate, Esq.
McFate Law Offices
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Seneca, PA 16346

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By _____(SEAL)
NATHANIEL C. PARKER, ESQ.

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Notice of Deposition of Stanley R. Thompson**", was sent by U.S. mail, postage prepaid, on JULY 12, 2006, to other counsel of record addressed as follows:

Joseph E. Altomare, Esq.
P.O. Box 373
Titusville, PA 16354-0373

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By _____(SEAL)
NATHANIEL C. PARKER, ESQ.

FILED
JUL 17 2006
m/ 8:30/ cm
William A. Shaw
Prothonotary/Clerk of Courts
1 CERT TO ATTY

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,	:	
	:	**No. 03-1598-CD**
Plaintiff	:	
vs.	:	
	:	
Mid-East Oil Company,	:	
	:	
Defendant	:	
vs.	:	
	:	
Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.,	:	
	:	
Additional Defendants	:	

FILED
JUL 24 2006
William A. Shaw
Prothonotary
no c/c
copy to C/A

ENTRY OF APPEARANCE

To the Prothonotary:

Kindly enter my appearance on behalf of the Additional Defendants, Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc.

Respectfully submitted,

Joseph E. Altomare
Attorney for Additional Defendants
228 E. Central Avenue
PO Box 373
Titusville, PA 16354
Phone: (814) 827-9626
Fax: (814)-827-9143
jaltomar@msn.com

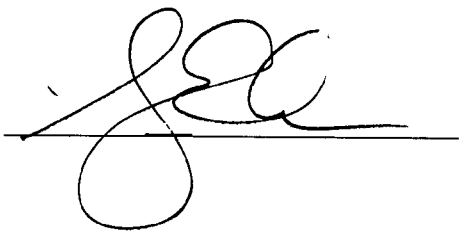
CERTIFICATE OF MAILING

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed by United States First Class Mail postage prepaid to the following, at the following addresses:

Dom W. Greco, Esq.
Nathaniel C. Parker, Esq.
Attorneys for Defendant
Law Offices of Greco & Lander, P.C.
P.O. Box 667
Clarion, Pennsylvania 162 14

Matthew B. Taladay, Esq.
498 Jeffers Street
PO Box 487
DuBois, PA 15801

Robert W. McFate
3178-B State Route 257
PO Box 407
Seneca, PA 16346



Dated: 7/18, 2006

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,	:	
	:	**No. 03-1598-CD**
Plaintiff	:	
vs.	:	
	:	
Mid-East Oil Company,	:	
	:	
Defendant	:	
vs.	:	
	:	
Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.,	:	
	:	
Additional Defendants	:	

WITHDRAWAL OF APPEARANCE

To the Prothonotary:

Kindly note the withdrawal of my appearance on behalf of the Additional Defendants, Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc.

Respectfully submitted,

Robert W. McFate
3178-B State Route 257
PO Box 407
Seneca, PA 16346

FILED NO cc
m/11:02/BK
JUL 24 2006 Copy to CIA
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF MAILING

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed by United States First Class Mail postage prepaid to the following, at the following addresses:

Dom W. Greco, Esq.
Nathaniel C. Parker, Esq.
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Matthew B. Taladay, Esq.
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228 E. Central Avenue
PO Box 373
Titusville, PA 16354



Dated: 7 - 19, 2006

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Notice of Deposition of Stanley R. Thompson**", was sent by U.S. mail, postage prepaid, on July 24, 2006, to other counsel of record addressed as follows:

Joseph E. Altomare, Esq.
P.O. Box 373
Titusville, PA 16354-0373

Matthew B. Taladay, Esq.
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P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By _____ (SEAL)
NATHANIEL C. PARKER, ESQ.

FILED NOCC
m/11:07/BA
JUL 26 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Notice of Deposition of Stanley R. Thompson**", was sent by U.S. mail, postage prepaid, on July 18, 2006, to other counsel of record addressed as follows:

Joseph E. Altomare, Esq.
P.O. Box 373
Titusville, PA 16354-0373

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By _____(SEAL)
NATHANIEL C. PARKER, ESQ.

FILED

JUL 26 2006
m/10:30/w
William A. Shaw
Prothonotary/Clerk of Courts
1 CERT. TO ATT

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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, PLAINTIFF VS. MID-EAST OIL COMPANY, DEFENDANT VS. DEVONIAN RESOURCES, INC., AND VAN HAMPTON GAS & OIL CO., INC., ADDITIONAL DEFENDANTS	:	NO. 03-1598-CD ADDITIONAL DEFENDANTS' MOTION FOR SUMMARY JUDGMENT Counsel for Additional Defendants: Joseph E. Altomare Supreme Court ID #17156 228 E. Central Avenue P. O. Box 373 Titusville, PA 16354 (814) 827-9626 (814) 827-9143 - Fax jaltomar@msn.com

FILED NO CC
m/11:16 BY
AUG 02 2006 GP

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, PLAINTIFF VS. MID-EAST OIL COMPANY, DEFENDANT VS. DEVONIAN RESOURCES, INC., AND VAN HAMPTON GAS & OIL CO., INC., ADDITIONAL DEFENDANTS	:	NO. 03-1598-CD ADDITIONAL DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

ADDITIONAL DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

Additional Defendants Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc., by and through counsel, undersigned, move here by for summary judgment in their favor and against the Defendant Mid-East Oil Company as to all Counts of the Complaint Against Additional Defendants, and in support hereof respectfully incorporates herein by reference the Additional Defendants' Brief in Support of Summary Judgment filed simultaneously herewith.

Respectfully submitted,

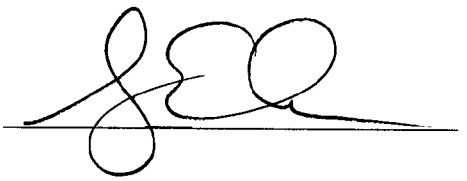
By _____
Joseph E. Altomare
Attorney for Additional Defendants

CERTIFICATE OF MAILING

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed by United States First Class Mail postage prepaid to the following, at the following addresses:

Dom W. Greco, Esq.
Nathaniel C. Parker, Esq.
Attorneys for Defendant
Law Offices of Greco & Lander, P.C.
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Clarion, Pennsylvania 162 14

Matthew B. Taladay, Esq.
498 Jeffers Street
PO Box 487
DuBois, PA 15801



Dated: July 31, 2006

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	: No. 03-1598-CD
Vs.	: Civil Action-Law
Mid-East Oil Company, Defendant	: Type of Pleading:
Vs.	: ***Defendant's Response to Additional Defendants' Motion for Summary Judgment***
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc., Additional Defendants	: Filed on Behalf of Defendant, Mid-East Oil Company
	: Counsel for Defendant, Mid-East Oil Company
	: Dom W. Greco, Esq. Pa. ID #16829
	: Nathaniel C. Parker, Esq. Pa. ID #90993
	: Law Offices of Greco & Lander, P.C. P.O. Box 667 Clarion, PA 16214 (814) 226-6853 Fax: (814) 226-4951

FILED 1cc Atty Parker
M 12:25cm
AUG 30 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

DEFENDANT'S RESPONSE TO ADDITIONAL DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

AND NOW, comes the defendant, Mid-East Oil Company ("Mid-East"), by and through its undersigned legal counsel, and files the within Response to the Additional Defendants' Motion for Summary Judgment.

Additional Defendants Devonian Resources, Inc. ("Devonian") and Van Hampton Gas & Oil Co., Inc. ("Van Hampton") moved for summary judgment against Mid-East.

Mid-East respectfully requests that this Honorable Court deny the Additional Defendants' Motion because: (i) Devonian/Van Hampton are in privity of contract with Smyers, and therefore indispensable and necessary parties to the litigation (summary judgment dismissing them is not appropriate as it would defeat jurisdiction of the Court); (ii) there exists multiple issues of material fact arising from the evidence and pleadings of record; and (iii) Devonian/Van Hampton have not as yet responded to Mid-East's discovery requests.

Background

Devonian/Van Hampton entered into an employment agreement with Plaintiff Larry Smyers ("Smyers"). A package of future services was promised in exchange for a package of future compensation.

Devonian assigned certain wells and leases, but not the personal service employment agreement with Smyers, to Mid-East.

The underlying action was instituted by Smyers against Mid-East seeking to hold Mid-East liable for Devonian/Van Hampton's obligations pursuant to their employment agreement with Smyers. Mid-East has joined Devonian/Van Hampton as Additional Defendants, because Devonian and Van Hampton are the ones who are in privity of contract with Smyers, and who are the real parties.

Discovery in the within matter is not yet completed. Defendant Mid-East has repeatedly attempted since May of 2006 to take the oral deposition of the President of Devonian, Mr. Stanley R. Thompson, at a date and time mutually convenient to all parties. Mr. Thompson's deposition is currently scheduled to be taken on Friday, September 1, 2006.

Legal Standard

When considering a motion for summary judgment, the moving party (Devonian and Van Hampton in this case) has the burden of proving the nonexistence of any genuine issue of material fact in order to be entitled to summary judgment. The record must be viewed in the light most favorable to the nonmoving party (Mid-East in this case), and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party (Devonian and Van Hampton). Marks v. Tasman, 527 Pa. 132, 135, 589 A.2d 205, 206 (Pa.1991) (internal citations omitted).

> "*In Pennsylvania, an indispensable party is one whose rights are so directly connected with and affected by litigation that he must be a party of record to protect such rights, and his absence renders any order or decree of court null and void for want of jurisdiction.*" Columbia Gas Transmission Corp. v. Diamond Fuel Co., 464 Pa. 377, 379, 346 A.2d 788, 789 (Pa. 1975).

As parties to the original employment contract with Smyers, Devonian/Van Hampton are in privity of contract with Smyers, and primarily liable to Smyers for any alleged breach. Devonian/Van Hampton are therefore necessary parties for the Court to have jurisdiction over this litigation concerning Smyers' employment contract with Devonian/Van Hampton.

Devonian/Van Hampton are necessary parties to within litigation regardless of whether or not there is any sort of indemnification agreement between Devonian and Mid-East which is applicable to any of Smyers' claims.

> "*It is clear that **before the right of indemnification arises, the indemnitor must in fact pay damages to a third party**. Any action for indemnification before such payment, as in the present case, is premature. ... **Under Pennsylvania law, actual payment, and not just a verdict or judgment, is required.** Because the right to indemnification does not arise until payment is made, the party seeking indemnity is not prejudiced by being denied the pursuit of any claim prior to that time.*" McClure v. Deerland Corp., 401 Pa.Super. 226, 232-233, 585 A.2d 19, 22 - 23 (Pa.Super.Ct. 1991) (internal citations omitted) (emphasis supplied).

Issues of Material Fact

Upon the face of the pleadings, and the evidence discovered thus far in discovery conducted to date, it is clear that there exists multiple issues of material fact with regard to Mid-East's claims against Devonian and Van Hampton, so as to preclude the grant of summary judgment against Mid-East.

A. What were the terms of the agreement between Devonian/Van Hampton and Smyers? An issue of material fact exists as to what the exact terms

of the employment agreement between Devonian/Van Hampton and Smyers were. For example:

- Did Devonian/Van Hampton promise Smyers a 1/64 payment out of natural gas production *only* while services were being rendered by Smyers on specific wells or leases?
- Or instead, did Devonian/Van Hampton promise to convey Smyers a 1/64 fee interest in certain wells or leases, *regardless* of whether or not any services were provided by Smyers?

Resolution of this genuine issue of material fact is crucial to determining liability of all parties involved, and all claims involved. Devonian and Van Hampton are necessary parties in order for the Court to make this determination.

Mid-East has averred that Smyers entered into an employment agreement with Devonian/Van Hampton, and therefore any liability to Smyers for any breach of that employment agreement lies with the employer of Smyers, Devonian/Van Hampton. [1]

Mid-East has also specifically alleged that:

- Mid-East was acquiring leases and pursuing prospects in the AMI, long before Smyers became involved with the prospect[2];
- at no time did Smyers provide any services to or for Mid-East[3];
- Mid-East paid valuable consideration to Devonian for the oil and gas leasehold interests conveyed to Mid-East in the form of $2.2 million, which

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[1] See Mid-East's Complaint against Additional Defendants, Paragraphs 4, 5, 9, 16-19, 23, 25, 39, and 40.

[2] See Mid-East's Complaint against Additional Defendants, Paragraph 30.

[3] See Mid-East's Complaint against Additional Defendants, Paragraphs 14-15. The fact that Smyers failed to provide services for Mid-East is further evidence that the employment contract with Devonian/Van Hampton was not assigned to Mid-East.

interests Devonian warranted to Mid-East that Devonian had "*complete legal title to*" and which "*contain all covenants and obligations of [Devonian]*" free and clear of the claims asserted by Smyers.[4]

Counts 1-3 of Mid-East's third party complaint assert that even if Devonian/Van Hampton promised to convey Smyers unconditional fee interests in certain wells or leases regardless of whether Smyers in fact rendered any services, and Devonian/Van Hampton then subsequently failed to perform this employment contract obligation, it is Devonian/Van Hampton, and not Mid-East, who is liable for Plaintiff Smyers' causes of action. Counts 4 and 5 of the third party complaint allege that if in fact Smyers is found to be owed damages, such liability constitutes a Devonian breach of the contract warranties previously given by Devonian to Mid-East.

The Additional Defendants' Motion for Summary Judgment does not address the issue of material fact in dispute of the terms of the Devonian/Van Hampton-Smyers employment contract and Devonian/Van Hampton's obligations thereunder, and instead attempts to focus the Court on issues and provisions that are not dispositive of the underlying claims. By this fact alone, Devonian/Van Hampton have failed their burden of proof in demonstrating that there is no genuine issue of material fact regarding what the terms of the employment agreement were between Smyers and Devonian/Van Hampton.

The fact of the matter is Devonian/Van Hampton entered into some form of employment agreement with Smyers and Devonian/Van Hampton are therefore in privity of contract with Smyers, for which Devonian/Van Hampton, not Mid-East,

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[4] See Exhibit 1 of the Complaint against Additional Defendants, and Exhibit 3 to Smyers' Amended Complaint.

are obligated to pay Smyers if anyone is obligated to pay Smyers. Devonian in fact employed Smyers, and Devonian accepted services from Smyers. Devonian received the benefit of $2.2 million from Mid-East, which payment represented the value of Devonian's interest in the joint venture "*free and clear of all liens and encumbrances*"[5]. Devonian/Van Hampton cannot be allowed to avoid their nexus or connection with Smyers and their obligations pursuant to whatever employment agreement they reached with Smyers.

Therefore, there exists a genuine issue of material fact as to what were the exact terms of the employment agreement between Devonian/Van Hampton and Smyers which ultimately gave rise to the claims that Smyers is making against Mid-East in the present litigation.

B. Did Mid-East assume Devonian/Van Hampton's employment contract obligations to Smyers?

Devonian/Van Hampton argue that Mid-East assumed their employment contract with Smyers, and agreed to indemnify Devonian/Van Hampton from their own breaches of contract. These issues are not dispositive of the question of summary judgment because the fact remains that Devonian/Van Hampton remain in privity of contract with Smyers and primarily liable to him on their employment contract.

There exists a genuine issue of material fact as to whether or not Mid-East assumed the obligations of Devonian/Van Hampton under their employment

---

[5] See Assignment and Bill of Sale, page 3 thereof, which document is attached as Exhibit 3 to Plaintiff's Amended Complaint. The language of the warranties contained in the Assignment is further evidence that the employment contract with Devonian/Van Hampton was not assigned to Mid-East.

agreement with Smyers.[6] Devonian/Van Hampton argue on page 10 of their brief that the Joint Venture Agreement provides for the assumption by Mid-East of Devonian's employment contract obligations to Smyers.

One of the documents purportedly establishing Smyers' employment contract was a letter directed to Van Hampton, alone.[7] Van Hampton was not a party to the Joint Venture Agreement. Therefore, regardless of what interpretation is given to the provision of the Joint Venture Agreement at issue, the Joint Venture Agreement could in no way relieve Van Hampton of liability for the employment contract it entered into with Smyers.

A grantee of real estate who takes "subject to" an obligation or encumbrance does not "assume" that obligation or encumbrance.

> "*A grantee of real estate which is subject to ground rent or bound by mortgage or other encumbrance,* ***shall not be personally liable for the payment of such ground rent, mortgage or other encumbrance****, unless he shall, by an agreement in writing, have expressly assumed a personal liability therefor, or there shall be express words in the deed of conveyance stating that the grant is made on condition of the grantee assuming such personal liability: Provided, That* ***the use of the words*** *"under and* ***subject to the payment of such ground rent, mortgage or other encumbrance," shall not alone be so construed as to make such grantee personally liable as aforesaid***." 21 P.S. § 655, (emphasis supplied).

It is therefore a clear matter of statutory law that Mid East took "subject to" Devonian's obligations to Smyers, but Mid-East did not assume that obligation.

In order for Mid-East to be personally liable to Smyers for the Devonian/Van Hampton employment agreement with Smyers, and Devonian/Van Hampton to be

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[6] This issue of fact will have to be determined by the jury after the jury first determines what Devonian/Van Hampton's obligations were under their employment contract with Smyers, which issue is identified and explored in greater detail in subsection A hereinabove.

[7] See Exhibit 1 of Amended Complaint which contains the August 3, 1999 letter from Smyers to Van Hampton.

relieved of liability, there had to be a novation of the original employment agreement.[8] The plain language of the Joint Venture Agreement expressly states that Mid-East took its interest "subject to" the employment agreement. It does not say that Mid-East "assumed" the obligations of Devonian/Van Hampton to Smyers under that employment agreement. The Joint Venture Agreement does not in any way indicate that Mid-East is "assuming" and agreeing to pay Devonian's employment agreement obligations to Smyers. Nor does the Joint Venture Agreement state that Smyers is entitled to be paid under the circumstances where Smyers discontinues providing services or refuses to provide services.

Therefore, at best, Devonian and Van Hampton's argument that the language of the Joint Venture Agreement was somehow intended to be an assumption of Devonian and Van Hampton's employment contract obligations, only raises an issue of material fact which must be decided at a subsequent trial.

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[8] "A substituted contract, or a novation, is a mode of extinguishing one obligation by another; that is, the acceptance of a new promise and satisfaction of a previously existing claim. Traditionally, a novation is a contract that discharges immediately a previous contractual duty or a duty to make compensation, creates a new contractual duty, and includes as a party one who neither owed the previous duty, nor was entitled to its performance. A substituted contract effects an immediate change in the legal relations between the parties; it discharges the original party whereby the remaining party would be foreclosed from enforcing the original duty upon a breach of the substituted contract." PAJUR COMMERCIAL§ 5:13 (internal citations omitted).

C. Devonian/Van Hampton's inconsistent and irrelevant merger argument.

Devonian and Van Hampton have made contradictory and inconsistent arguments regarding whether or not their Asset Purchase Agreement warranty obligations to Mid-East were merged out of existence by the subsequent Assignment and Bill of Sale from the Additional Defendants to Mid-East.

As an example of such contradictory and inconsistent arguments made by Devonian and Van Hampton, their brief places much reliance and emphasis upon paragraph 5(b) of the November 15, 2001 Asset Purchase Agreement[9], entitled "Hold Harmless" (see Additional Defendants' Brief in Support of Motion for Summary Judgment, pages 4 & 10), *despite the fact* that Devonian and Van Hampton have in fact waived this "hold harmless" argument by failing to raise it in their Answer to Mid-East's Third-Party Complaint.[10]

Then, Devonian/Van Hampton argue elsewhere in their Brief (page 6) that:

> *"an antecedent contract for the purchase of land [November 15, 2001 Asset Purchase Agreement] is merged into the deed [January 16, 2002 Assignment and Bill of Sale] and the presumption of law is that the acceptance of a deed in pursuance of articles of agreement is satisfaction of all previous covenants."*

It was therefore contradictory and improper for Devonian and Van Hampton to: (i) first argue that there was a merger -- to deny liability to Mid-East on its

---

[9] Devonian and Mid-East were the only parties to the Asset Purchase Agreement. Van Hampton was not a party. Van Hampton's liability for the third-party causes of action is therefore in no event affected in any way by the provisions of the asset purchase agreement, regardless of the issue of merger.

[10] The Additional Defendants do not make reference to, or rely in any way upon, this indemnity provision in their answer to the Third-Party Complaint (see Answer paragraphs 47 & 48). The Additional Defendants therefore raise this argument/claim for the first time in their Brief in Support of their Motion for Summary Judgment. Accordingly, the Additional Defendants have waived this argument.

claim of breach of contract warranty contained in the Asset Purchase Agreement, by arguing that the November 2001 Asset Purchase Agreement was merged out of existence by the subsequent January 2002 Assignment and Bill of Sale conveyance , while (ii) at the same time make the *contradictory and inconsistent* argument that there was no merger -- by arguing against Mid-East's separate breach of contract claim relying solely upon a 'hold harmless' provision contained in the very same November 2001 Asset Purchase Agreement that they claim was merged out of existence by the subsequent Assignment and Bill of Sale.

Regardless of Devonian and Van Hampton's contradictory and inconsistent arguments regarding whether or not the Asset Purchase Agreement was, or was not, merged out of existence, the issue raised by Devonian/Van Hampton as to the applicability and effect of the doctrine of merger is *not* a matter which this Court can properly decide at the present juncture upon consideration of a motion for summary judgment.

> "*[W]hether any prior subsisting obligation merges in the conveyance, is* ***purely a matter of the intention of the parties at the time, and no governing conclusion on this important point should be resolved from the papers alone until all concerned have had an opportunity to present additional relevant proofs****, if any they have; this rule the court below entirely overlooked, which error requires us to remit the record for a new trial.*" Dobkin v. Landsberg, 273 Pa. 174, 182, 116 A. 814, 816 - 817 (Pa. 1922) (emphasis supplied).

Devonian and Van Hampton's argument that Mid-East agreed to indemnify Devonian against Devonian's own breaches of contract is counterintuitive at the very least, and contrary to the parties' clearly expressed intent and the multiple warranties of title given by Devonian to Mid-East. In any event, even if the hold harmless provision was not merged out of existence by the subsequent Assignment and Bill of Sale, Devonian and Van Hampton are proper Additional Defendants in

this action. Devonian and Van Hampton are proper Additional Defendants in this action because in order for the Court to determine the rights and responsibilities of the parties pursuant to the hold harmless provision:

(i) the court would have to *first* decide if Devonian/Van Hampton would be legally obligated to Plaintiff Smyers and

(ii) then *only* if the court would find it that Devonian/Van Hampton in fact have such an obligation to Smyers, would the court then have to decide if Defendant Mid-East would in fact have any hold harmless-indemnity obligation to Devonian/Van Hampton.

This issue of the interpretation and effect of the doctrine of merger is therefore not properly decided by the court at the summary judgment stage, and by itself clearly gives rise to multiple issues of material fact which must be resolved at trial, and therefore preclude the issuance of summary judgment.

Conclusion

Mid-East respectfully requests that this Honorable Court deny Devonian and Van Hampton's Motion for Summary Judgment. Devonian/Van Hampton are the original contracting parties with Smyers, who remain in privity of contract with Smyers, and they are necessary parties to the within litigation.

There exists multiple genuine issues of material fact which require the within matter to proceed through discovery and go forward to trial.

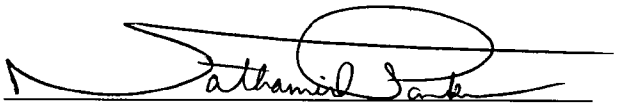
For example:

- A fact issue exists as to what exactly were the terms of the employment agreement between Devonian/Van Hampton and Smyers.

- A fact issue exists as to whether or not Mid-East ever assumed primary responsibility for Devonian/Van Hampton's employment contract obligations to Smyers.
- A fact issue exists as to whether or not the provisions of the November 2001 Asset Purchase Agreement merged into the January 2002 Assignment and Bill of Sale.
- A fact issue exists as to whether or not the "hold harmless" provision of the Asset Purchase Agreement was intended by the parties as an agreement by Mid-East to indemnify and hold Devonian harmless against Devonian's own breach of contract with its employee, Smyers and breach of warranties to Mid-East.

For all these reasons Mid-East respectfully requests that Devonian and Van Hampton's Motion for Summary Judgment be denied.

RESPECTFULLY SUBMITTED:



Dom W. Greco, Esq.
Nathaniel C. Parker, Esq.
Greco & Lander, P.C.
P. O. Box 667
Clarion, PA 16214
(814) 226-6853
Fax: (814) 226-4951

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

ORDER OF COURT

AND NOW, this ____ day of _____, 200__, upon consideration of the Additional Defendants' Motion for Summary Judgment, the response thereto, and oral argument having been heard, it is hereby ORDERED that the said Motion be and hereby is DENIED.

_____J.

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Defendant's Response to Additional Defendant's Motion for Summary Judgment**", was sent by U.S. mail, postage prepaid, on August 29, 2006, to other counsel of record addressed as follows:

Joseph E. Altomare, Esq.
P.O. Box 373
Titusville, PA 16354-0373

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By _____ (SEAL)
NATHANIEL C. PARKER, ESQ.

LAW OFFICES
OF
GRECO & LANDER, P.C.

Attorneys At Law
P. O. Box 667
1390 East Main Street, Suite 2
Clarion, Pennsylvania 16214-0667

DOM W. GRECO
AL LANDER

Telephone ..... (814) 226-6853
FAX ..... (814) 226-4951
e-mail ..... nparker@usachoice.net

SENT BY FEDERAL EXPRESS

August 29, 2006

Mr. William A. Shaw, Prothonotary
Clearfield County Courthouse
230 E. Market Street
P.O. Box 549
Clearfield, PA 16830

Re: **Larry F. Smyers v. Mid-East Oil Company v. Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc.: No. 03-1598-CD: Filing of Defendant's Response to Additional Defendants' Motion for Summary Judgment**

Dear Mr. Shaw:

I have enclosed herewith an original and one copy of the Defendant's Response to Additional Defendants' Motion for Summary Judgment for filing.

I would appreciate it if you could please timestamp the original and copy of this document, file the original, and return the copy to me in the enclosed self-addressed stamped envelope.

If you have any questions regarding this filing, please do not hesitate to call me at (814) 226-6853. Thank you for your assistance with this matter.

Sincerely,

Nathaniel C. Parker, Esq.

NCP:tsr
Enclosure
cc: Joseph E. Altomare, Esq.
Matthew B. Taladay, Esq.
Mr. Mark A. Thompson
748.864E

CA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS,	:	
	:	NO. 03-1598-CD
PLAINTIFF	:	
VS.	:	
	:	
MID-EAST OIL COMPANY,	:	
	:	PRAECIPE FOR ARGUMENT
DEFENDANT	:	
VS.	:	
	:	
DEVONIAN RESOURCES, INC., AND VAN HAMPTON GAS & OIL CO., INC.,	:	
	:	
ADDITIONAL DEFENDANTS	:	
	:	
	:	
	:	
	:	
	:	Counsel for Additional Defendants:
	:	Joseph E. Altomare
	:	Supreme Court ID #17156
	:	228 E. Central Avenue
	:	P. O. Box 373
	:	Titusville, PA 16354
	:	(814) 827-9626
	:	(814) 827-9143 - Fax
	:	jaltomar@msn.com

FILED NO CC
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AUG 31 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS,	:	
	:	**NO. 03-1598-CD**
PLAINTIFF	:	
VS.	:	
	:	
MID-EAST OIL COMPANY,	:	
	:	
DEFENDANT	:	**Civil Action - Law**
VS.	:	
	:	
DEVONIAN RESOURCES, INC., AND VAN HAMPTON GAS & OIL CO., INC.,	:	
	:	
ADDITIONAL DEFENDANTS	:	

PRAECIPE FOR ARGUMENT

TO THE COURT ADMINISTRATOR:

Thirty days having elapsed without response since the filing of same, kindly list Additional Defendants' Motion for Summary Judgment for Argument in accordance with Local Rule 1025.2(a)(2).

Respectfully submitted,

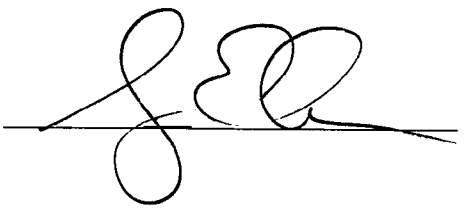
By _____
Joseph E. Altomare
Attorney for Additional Defendants

CERTIFICATE OF MAILING

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed by United States First Class Mail postage prepaid to the following, at the following addresses:

Dom W. Greco, Esq.
Nathaniel C. Parker, Esq.
Attorneys for Defendant
Law Offices of Greco & Lander, P.C.
P.O. Box 667
Clarion, Pennsylvania 162 14

Matthew B. Taladay, Esq.
498 Jeffers Street
PO Box 487
DuBois, PA 15801



Dated August 30, 2006

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

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SEP 05 2006
William A. Shaw
Prothonotary/Clerk of Courts

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Notice of Deposition of Stanley R. Thompson**", was sent by U.S. mail, postage prepaid, on AUGUST 31, 2006, to other counsel of record addressed as follows:

Joseph E. Altomare, Esq.
P.O. Box 373
Titusville, PA 16354-0373

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By _____ (SEAL)
NATHANIEL C. PARKER, ESQ.

LA

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

LARRY F. SMYERS	:	
	:	
vs.	:	No. 03-1598-CD
	:	
MID-EAST OIL COMPANY	:	
	:	
vs.	:	
	:	
DEVONIAN RESOURCES, INC., AND VAN HAMPTON GAS & OIL CO., INC.	:	

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SEP 18 2006
William A. Shaw
Prothonotary/Clerk of Courts

ICC: Taladay
D. Greco
J. Altomare
deft North Coast Energy Inc. @ 33 N. Wickliffe Circle Austintown OH 44515

ORDER

AND NOW, this 15 day of September, 2006, it is the ORDER of the Court that argument on Additional Defendants' Motion for Summary Judgment in the above-captioned matter is hereby scheduled for **Tuesday, October 31, 2006 at 9:00 A.M.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA. One half (1/2) hour has been allotted for purpose of this argument.

BY THE COURT:

HONORABLE FREDRIC J. AMMERMAN
President Judge

UA

IN THE COURT OF COMMON PLEAS
OF CLEARIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,	:	No. 03-1598-CD
	:	
Plaintiff	:	Type of Case
vs.	:	Civil Action – Law
	:	
	:	Type of Pleading:
Mid-East Oil Company,	:	
	:	***Defendant Mid-East's Motion***
Defendant	:	***For Continuance of the***
	:	***October 31, 2006 Argument on***
vs.	:	***Additional Defendants' Motion for***
	:	***Summary Judgment***
	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc.,	:	Counsel of Record for This Party:
	:	
Additional Defendants	:	
	:	
	:	Nathaniel C. Parker, Esq.
	:	Supreme Court Id. No. 90993
	:	Greco & Lander, P.C.
	:	P.O. Box 667
	:	Clarion, PA 16214
	:	(814) 226-6843
	:	Fax: (814) 226-4951

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
Mid-East Oil Company,	:	
	:	
Defendant	:	
	:	
vs.	:	
	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc.,	:	
	:	
Additional defendants	:	

DEFENDANT MID-EAST'S MOTION FOR CONTINUANCE OF THE OCTOBER 31, 2006 ARGUMENT ON PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

1. By Order of Court dated September 15, 2006, and entered September 18, 2006, this Court scheduled argument on the Additional Defendants' Motion for Summary Judgment for Tuesday, October 31, 2006 at 9:00 a.m. in Courtroom No. 1.
2. The undersigned counsel for Defendant has a scheduling conflict with the above date and time due to a previously scheduled Court appearance in Kittanning, Pennsylvania for the same morning.
3. Both counsel for plaintiff, and counsel for additional defendants have been notified of defense counsel's scheduling conflict, and do not oppose the within request for continuance.

4. Based upon this scheduling conflict of counsel, Defendant Mid-East Oil Company respectfully requests that the Court continue and reschedule Argument on Additional Defendants' Motion for Summary Judgment.

WHEREFORE, Defendant Mid-East respectfully requests that this Honorable Court continue the previously scheduled October 31, 2006 Argument on the Additional Defendants' Motion for Summary Judgment.

Respectfully Submitted:

Dated: September 28, 2006

By _____

NATHANIEL C. PARKER, ESQ.
Attorneys for Defendant
Greco & Lander, P.C.
P. O. Box 667
Clarion, Pennsylvania 16214
(814) 226-6853

IN THE COURT OF COMMON PLEAS
OF CLEARIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
Mid-East Oil Company,	:	
	:	
Defendant	:	
	:	
vs.	:	
	:	
Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.,	:	
	:	
Additional defendants	:	

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(GK)
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 2 day of October, 2006, upon consideration of Defendant's Motion for Continuance, the scheduling conflict of Defense Counsel, and the consent of all parties, it is hereby ORDERED that Argument on Additional Defendants' Motion for Summary Judgment is continued from Tuesday, October 31, 2006 at 9:00 A.M. in Courtroom No. 1, to Monday, December 4, 2006 at 10:00 A.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield Pennsylvania. One half (1/2) hour has been allotted for purposes of this Argument.

BY THE COURT:

HONORABLE FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS
OF CLEARIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
Mid-East Oil Company,	:	
	:	
Defendant	:	
	:	
vs.	:	
	:	
Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.,	:	
	:	
Additional defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "***Defendant Mid-East's Motion for Continuance of October 31, 2006 Argument on Additional Defendants Motion for Summary Judgment***" was sent by U. S. mail, postage prepaid, on September 28, 2006, to other counsel of record addressed as follows:

Matthew B. Taladay, Esq.
Hanak, Guido and Taladay
498 Jeffers Street
DuBois, PA 15801

Joseph Altomare, Esq.
P.O. Box 373
Titusville, PA 16354

Dated: September 28, 2006

Nathaniel C. Parker (SEAL)
NATHANIEL C. PARKER, ESQ.
Attorney for Defendant
Law Offices of Greco & Lander, P.C.
P. O. Box 667
Clarion, Pennsylvania 16214
(814) 226-6853

IN THE COURT OF COMMON PLEAS
OF CLEARIELD COUNTY, PENNSYLVANIA

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William A. Shaw
Prothonotary/Clerk of Courts

Larry F. Smyers,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
Mid-East Oil Company,	:	
	:	
Defendant	:	
	:	
vs.	:	
	:	
Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.,	:	
	:	
Additional defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "***October 2, 2006 Order of Court***" was sent by U. S. mail, postage prepaid, on October 5, 2006, to other counsel of record addressed as follows:

Matthew B. Taladay, Esq.
Hanak, Guido and Taladay
498 Jeffers Street
DuBois, PA 15801

Joseph Altomare, Esq.
P.O. Box 373
Titusville, PA 16354

Dated: October 5, 2006

(SEAL)
NATHANIEL C. PARKER, ESQ.
Attorney for Defendant
Law Offices of Greco & Lander, P.C.
P. O. Box 667
Clarion, Pennsylvania 16214
(814) 226-6853

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	
	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	CERTIFICATE OF SERVICE
vs.	:	
	:	Filed on Behalf of:
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendants	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801
	:	814-371-7768
	:	JURY TRIAL DEMANDED

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William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 7th day of November, 2006, an original Notice of Deposition, copy of which is attached hereto, was mailed by United States First Class Mail to the following:

Nathaniel C. Parker, Esq.
Attorneys for Defendant
P.O. Box 667
Clarion, PA 16214

With a copy to:

Joseph E. Altomare, Esq.
Attorney for Additional Defendant
P.O. Box 373
Titusville, PA 16354

Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

TO: MARK THOMPSON
c/o Nathanial Parker, Esq.

TAKE NOTICE that your deposition by oral examination will be taken on **Thursday, December 14, 2006 at 9:30 a.m.** at the law office of Hanak, Guido and Taladay, First Commonwealth Bank Building, Suite 238, 3 S. Brady Street, DuBois, Pennsylvania. This deposition is being taken for the purpose of discovery and for use at trial, pursuant to the Pennsylvania Rules of Civil Procedure regarding Discovery.

Matthew B. Taladay, Esq.
Attorney for Defendants

cc: Schreiber Reporting Service
P.O. Box 997
St. Marys, PA 15857

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	: No. 03-1598-CD
	: Civil Action-Law
Vs.	:
Mid-East Oil Company, Defendant	: Type of Pleading:
	: ***Praecipe to File Deposition Transcript***
Vs.	: ***of Record Pursuant to Pa. R.C.P.***
	: ***4002.1 (September 14, 2006 Oral***
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	: ***Deposition of Stanley R. Thompson)***
	: Filed on Behalf of Defendant, Mid-East Oil Company
	: Counsel for Defendant, Mid-East Oil Company
	: Dom W. Greco, Esq. : Pa. ID #16829
	: Nathaniel C. Parker, Esq. : Pa. ID #90993
	: Law Offices of Greco & Lander, P.C. : P.O. Box 667 : Clarion, PA 16214 : (814) 226-6853 : Fax: (814) 226-4951

FILED No CC
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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

PRAECIPE TO FILE DEPOSITION TRANSCRIPT OF RECORD PURSUANT TO Pa. R.C.P. 4002.1

TO: PROTHONOTARY

Please file the attached transcript of the September 14, 2006 oral deposition of Stanley R. Thompson of record in the above-captioned proceedings. The contents of Stanley R. Thompson's deposition testimony is relevant to a motion filed of record.

Respectfully submitted:

Dated: NOVEMBER 28, 2006

Dom W. Greco, Esq.
Pa. Id. #16829
Nathaniel C. Parker, Esq.
Pa. Id. #90993
Greco & Lander, P.C.
P. O. Box 667
Clarion, PA 16214
(814) 226-6853
Fax: (814) 226-4951

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "***Praecipe to File Deposition Transcript of Record Pursuant to Pa. R.C.P. 4002.1 (September 14, 2006 Oral Deposition of Stanley R. Thompson)***", was sent by U.S. mail, postage prepaid, on NOVEMBER 28, 2006, to other counsel of record addressed as follows:

Joseph E. Altomare, Esq.
P.O. Box 373
Titusville, PA 16354-0373

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By Nathaniel C. Parker (SEAL)
NATHANIEL C. PARKER, ESQ.

ORIGINAL

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff,	:	CIVIL ACTION No. 03-1598-CD
VS.	:	
MID-EAST OIL COMPANY, Defendant.	:	
VS.	:	
DEVONIAN RESOURCES, INC. And VAN HAMPTON GAS & OIL CO., INC., Additional Defendants.	:	

ORAL DEPOSITION: STANLEY R. THOMPSON

The oral deposition of STANLEY R. THOMPSON was taken in the above-captioned case on Thursday, September 14th, 2006 scheduled to commence at 8:30 a.m. and adjourned at 3:09 p.m. at the Law Offices of Greco & Lander, 1390 East Main Street, Clarion, Pennsylvania 16214 pursuant to the Pennsylvania Rules of Civil Procedure.

A P P E A R A N C E S:

Representing Plaintiff:
MATTHEW TALADAY, ESQ.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Representing Mid-East:
NATHANIEL C. PARKER, ESQ.
Greco & Lander, P.C.
1390 East Main Street
P.O. Box 667
Clarion, PA 16214

APPEARANCES Con't.

Representing Devonian:	JOSEPH E. ALTOMARE, ESQ. P.O. Box 373 Titusville, PA 16354
Court Reporter:	NORTHWEST PENNA COURT REPORTERS Barbara J. Busch 141 N. Shenango Street Mercer, PA 16137

EXAMINATION INDEX

STANLEY R. THOMPSON
BY MR. PARKER 5

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DEPOSITION A (Withdrawn as an exhibit)	31
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C Joint Venture Agreement	46
D Confidentiality Agreement	68

OBJECTION INDEX

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BY MR. ALTOMARE 47
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BY MR. PARKER 84
BY MR. ALTOMARE 100
BY MR. TALADAY 100
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BY MR. TALADAY 121
BY MR. TALADAY 123
BY MR. PARKER 125
BY MR. PARKER 125

OBJECTIONS Con't.

BY MR. ALTOMARE 126
BY MR. PARKER 127
BY MR. ALTOMARE 130
BY MR. PARKER 131
BY MR. TALADAY 133
BY MR. ALTOMARE 135
BY MR. TALADAY 137
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BY MR. ALTOMARE 219
BY MR. ALTOMARE 220
BY MR. PARKER 221

(Deposition commenced at
(8:00 a.m. with counsel
(present as noted.

- - -

STANLEY R. THOMPSON,

being first duly sworn,

testified as follows:

- - -

EXAMINATION

BY MR. PARKER:

Q. Good morning, sir.

A. Good morning.

Q. Please state your full name for the record.

A. Stanley Russell Thompson.

Q. Could you please spell your last name for the court reporter?

A. T-H-O-M-P-S-O-N.

Q. Thank you. Mr. Thompson, my name is Nathaniel Parker and I am an attorney for the defendant, Mid-East Oil Company. Now this is time set for your deposition. Have you been deposed before, sir?

A. Yes.

Q. So you're familiar with the procedure?

A. Pretty much so.

Q. Okay. I'm going to ask you a series of questions and I'm going to assume if you answer my question that you heard and understood the question that I asked. So I ask that if you don't understand what I'm asking or I'm not loud enough, you can't hear me, I ask that you please ask me to either rephrase the question or enunciate it louder so that you can hear before answering.

A. Okay.

Q. And also I tend to get on a roll, so to speak. If at any time you'd like to have a break for the restroom or for drinks, just please let me know and we can stop and take a short recess.

A. Very well.

Q. I'd like to ask you first a couple questions about the Document Production Request that Mid-East served on Devonian Van Hampton. In the response that was submitted by the additional defendants, it was indicated that existing files of the additional defendants were reviewed in preparing that response. Could you please elaborate on what exactly was indicated by existing files?

A. I don't know. I can't elaborate on it because I don't know what you're talking about.

Q. Okay. So if I were to get you the document and let you look at it, that would assist you?
A. I would assume that what we've provided is what we had after reviewing the files.
Q. Okay. But that's what I'm asking is what files you would have reviewed, that's what I'm -- not what you produced, but what files you would have reviewed?
A. I don't have the answer to that.
Q. And in the request a request was made for correspondence to or from Larry Smyers and none were produced. So is it correct that neither of the additional defendants have any correspondence?

MR. ALTOMARE: I'm going to object to the assumption that none were produced. Correspondence were produced. I think the Answers to Defendant's Interrogatories and Request for Production of Documents, since it's not of record, it might be appropriate for me to place on the record what was produced.

MR. PARKER: I'm sorry, sir. So you have an objection to the form? Is that

--

MR. ALTOMARE: No. I have an objection to the assumption of fact.

MR. PARKER: Okay.

MR. ALTOMARE: You're misleading and then misdirecting the defendant -- the deponent, rather.

MR. PARKER: Okay. How about we note your objection and my secretary is going to be bringing down my copy of the Request and I can present it to Mr. Thompson and we can get back to that issue.

Q. How are you employed, sir?
A. I don't understand the question.
Q. Do you have a job?
A. Self employed.
Q. Okay. And how are you self employed?
A. I'm in the oil and gas business.
Q. Okay. What companies do you work for?
A. Devonian Resources and Van Hampton Gas and Oil Company, VIT Cattle Company.
Q. I'm sorry. What was that last one?
A. VIT Cattle Company.
Q. Okay. Do you work with any other companies?

A. No, these are just family businesses.
Q. Okay. Do you have any other sources of income other than the family businesses?
A. Just the oil and gas revenues derived from it.
Q. What is your involvement with Devonian Resources, one of the additional defendants?
A. Just an officer.
Q. Okay. What officer are you? What capacity do you have?
A. President.
Q. President? And who are the other officers?
A. Just my father's the chairman and then that's it.
Q. And what's your father's --
A. My sister is secretary.
Q. Okay. I'm sorry. So what's your father's name?
A. S. G. Thompson.
Q. What does that stand for?
A. Sylvester Gilbert.
Q. And what's your sister's name?
A. Jane Watson.
Q. You said she's the secretary?
A. Yes, of Devonian.
Q. Okay. So those are all the officers; is that correct?
A. That's correct.

Q. Are there different directors or are those people also the directors as well?
A. That's family members.
Q. The same family members or different ones?
A. Just myself and S. G.
Q. So just the two of you are the directors?
A. That's correct.
Q. How about shareholders of Devonian, who are the shareholders?
A. Family members.
Q. Would it be the same exact ones or were there additional --
A. There's additional ones.
Q. Do you know who they are? Is it a large number? Is it --
A. It's not pertinent to this. It's family members.
Q. I understand, sir. If you could just answer the question. Just generally how many --
A. Generally, I said it's family members.
Q. How many?
A. Our immediate family.
Q. I'm saying how many shareholders are shareholders of Devonian?
A. It'd be myself and three siblings and my parents.

Q. So that's six; is that correct?
A. That's correct.
Q. And has there ever been a change in the shareholder ownership of the officers and directors?
A. No.
Q. I'm sorry?
A. No.
Q. So when was Devonian first formed or established as a corporation?
A. It became Sub S status, I believe, in 1996.
Q. Was the organization in existence prior to that?
A. Yes.
Q. What form of organization was it in then?
A. I believe it was just a straight Pennsylvania corporation.
Q. And when --
A. Business corporation in 1986.
Q. And is it correct then that you started the company along with the other individuals that you mentioned?
A. My father did along with another individual.
Q. Okay. And just so I'm clear, your father was the S. G. or is he your uncle?
A. It's S. G.

Q. He's your father?
A. He's my father.
Q. Okay. I'm sorry. So you and your father started Devonian in about 1986?
A. My father and another -- and his partner, another gentleman did.
Q. Okay. And who was that gentleman?
A. Allen Burnstein.
Q. What is your involvement with Van Hampton Gas and Oil Company?
A. I'm, again, an officer of Van Hampton.
Q. Okay. What is your capacity as officer?
A. President.
Q. And who are the other officers?
A. There are no others.
Q. So you're the only officer of the company?
A. Yes.
Q. How about directors? Are there --
A. Sole director.
Q. And how about shareholders of Van Hampton?
A. That would be myself and three siblings.
Q. But not the two parents?
A. No.
Q. Is there a reason why they're organized differently, Van Hampton and Devonian?

A. No, just the way it's organized.
Q. And when was Van Hampton formed?
A. I believe 1983.
Q. So it was organized and formed before Devonian?
A. It was in '83 and I believe Devonian was 1986.
Q. And was it organized initially as a corporation?
A. As a Sub S.
Q. Okay. So Devonian was initially a corporation than it was changed to a Sub S?
A. I believe that's how it was. It was changed to Sub S later, later on.
Q. And who were the initial promoters or who formed the company? Was it you and your father or was it your father and the same gentleman that you mentioned from Devonian?
A. What company is that?
Q. Van Hampton?
A. That would have been my father.
Q. By himself?
A. Uh-huh.
Q. Are you involved with any other company in the oil and gas industry other than Devonian and Van Hampton?
A. No.
Q. What is the relationship between the two

companies?

A. Just common ownership.

Q. How about from an operational point of view? Do they work out of the same building?

A. Yes.

Q. Do they share information?

A. Yes.

Q. Do they participate in the same operations?

A. Not necessarily.

Q. Not necessarily, you mean that sometimes they do, sometimes they don't?

A. Sometimes they do, sometimes they don't. Van Hampton operates in another geographic area.

Q. Okay. So the two companies then basically divide up regions, so to speak, and one will be involved in one area and the other in another and they are separate as far as geography?

A. Not necessarily. We all overlap, but --

Q. So they overlap sometimes, but not all the time?

A. That's correct.

Q. How is it determined when they will work in the same area and when they won't?

A. That's not really an issue with the two companies. So I can't really say. They just, that's however we feel, I guess, when we get up

in the morning.
Q. Okay. Does Devonian have multiple offices or are they confined to one, one office?
A. One office.
Q. Okay. And how about Van Hampton?
A. One office.
Q. And it's the same office for both?
A. That's correct.
Q. Would it be fair to say that one of the companies has larger or does more oil and gas operations than the other or is it about the same?
A. Devonian's probably more active.
Q. And why would you say that, sir?
A. Just in the number of wells that we drill or participate.
Q. Okay. But both companies are currently active corporations and both currently --
A. Yes.
Q. -- actively engaged in the oil and gas industry?
A. Yes, sir.
Q. Would you agree that oil and gas operations in general are speculative in nature?
A. Yes.
Q. Would you agree that one lease may produce a large volume of gas and a neighboring lease may

produce a very reduced amount of gas in comparison?

A. That's possible.

Q. Would you agree that if you have a large leasehold one well in a particular leasehold may produce a large amount of gas, whereas another well in the very same leasehold would produce very little gas?

A. That's possible.

Q. So in effect each well would be different?

A. That's correct.

Q. And I assume, sir, you're familiar with the litigation presently at issue involving --

A. Yes.

Q. -- Larry Smyers, Mid-East Oil, and the two companies that I just asked you about?

A. That's correct.

Q. Now, in this lawsuit there's a term that's been used a lot and it's AMI, the three letters AMI, which stand for, my understanding is, area of mutual interest. Are you familiar with this term as it's used in the oil and gas industry in general?

A. Yes. In general, that's correct.

Q. In general what do you understand an AMI to be or

that word to mean?

A. To maybe possibly one or more companies or individuals to have a common interest in a geographic area, I guess.

Q. And would you agree with me that it is a common term used in the multiple different operations to AMI? AMI's are different for each operation in the company?

A. I would say they're definitely, probably definitely different in that regards.

Q. Okay. So what factors would go into determining a particular AMI or how it's defined?

A. I guess it would just be the language defined. I guess it'd just be the terms of the area of mutual interest.

Q. Would it depend on the parties' dealings, parties leasehold interest, where they want to develop leases?

A. It could, I guess.

Q. And what would be the reason why an oil and gas operator or producer would want to define a particular AMI?

A. It would be basically to have a defined area that you work jointly or some are together. It may not be equitably, it might not be equal --

Q. Not 50/50?
A. It may not be, but it's a, I think it would probably want to be, it would be a defined area that you would work within, cooperatively within, outside of the area then I guess each individual company is open to do what they please.
Q. Okay. Earlier I was asking you questions about your documents production response and I have it in front of me now. So I would like to go back to that, if we could, for a second. This is page four of the Response for Production of Documents, particularly item four I would like to ask you about first. (Shows document to witness.)
A. Okay.
Q. Now, item four, I believe, asks defendant Mid-East is asking the additional defendants to produce all items of correspondence to or from Larry Smyers. And the response was, "None other than what's already attached to the complaint;" is that correct?

MR. ALTOMARE: No. That's not correct. Why don't you read it?

Q. Well, Mr. Thompson, I'll ask you, what was the

response of the additional defendants?
A. "None other than those included in the exhibits to pleadings filed to date."
Q. Okay. So is it correct then that other than the court papers and the documents that are attached to the court papers, that neither of the additional defendants have any items of correspondence to or from Larry Smyers?
A. None other than what's been attached as exhibits, I guess, to the pleadings.
Q. I'm asking you, sir -- I understand what the document says. I'm asking you for -- you're under oath. I'm asking you for your testimony.
A. I'm reading to you what it says.
Q. I understand that, sir, but I don't want you to read. I want you to tell me your testimony. Are you aware of any other items of correspondence to or from Larry Smyers?
A. I'm not aware of any.

MR. ALTOMARE: For the record, there is attached to the Responses in response to the request for the employee file of Mr. Smyers, some correspondence between the deponent and Mr. Smyers, but

that was in response to the request for the employee documents.

Q. So I understand then that there's no items of correspondence other than what's already been produced. What about like post-it notes or phone logs or memoranda, anything like that?

A. No.

Q. I'm going to direct your attention to number six which is below that. Would you take a minute and look at that and let me know when you're done?

A. Okay.

Q. Okay. I'm not trying to paraphrase here. This number six asks for all documents pertaining to any payments made to Larry Smyers or a calculation thereof and the response indicated there is none.

A. Yes.

Q. So is it correct then that there's no cancelled checks, no payroll records, nothing showing that any payments were made from any of the additional defendants to Plaintiff, Larry Smyers?

MR. ALTOMARE: Objection. That's a different question than the question asked

in the Request for Production.

MR. PARKER: I read the request. The request says specifically, "All documents pertaining to any payments made to Larry Smyers or the calculation thereof." Response, "None." I read it verbatim. So now I'm asking --

A. You're talking about --

MR. ALTOMARE: Just a second. You're asking if there are -- the second time you asked the question when you paraphrased it you asked him if any, I can't remember your exact words, but the inference was are there any in existence. And the answer to that is different than whether he has any. Why don't you ask him if he had any based on his review of his records.

MR. PARKER: That's what I asked him. If I did, I'm sorry. I didn't ask you if there were any in existence. My question is directed to you, if you have, you the additional defendants, Devonian and Van Hampton, have any documents showing pay

stubs, employment records showing that payments were paid from any additional defendants to plaintiff, Larry Smyers?

THE WITNESS: What the hell is he talking about?

MR. ALTOMARE: He just wants to know if you still have or if you ever, if you do have now any cancelled checks, any evidence of any payments to Mr. Smyers.

A. Of his employment?

Q. No. No. I'm talking about strictly a money point of view. Money, you know, when somebody's employed, they get a paycheck. They're paid. There's a check that goes from the employer to the employee and there may be other instances in a business where money would go from an employer to an employee. And what I'm asking you is if any of these documents were documents which would show that such payments were made are in existence?

A. Probably are.

Q. But you don't have them; is that correct?

A. I don't have them.

Q. You being Devonian and Van Hampton?

A. Me being Stan Thompson.
Q. Okay. So you personally don't have them?
A. That's correct.
Q. But you think that Devonian and Van Hampton do?
A. It's possibly.
Q. Okay. Who would I have to talk to to find out if those exist?
A. Probably our office.

MR. ALTOMARE: Let me clarify here so that we don't -- you don't go off on a tangent. That's when we waste a lot of time. When we read your Request for Production, we thought you were talking about payments with respect to the 1/64 overriding royalty interest. And I think in our Responses to Interrogatories, we told you that none of those records are in Devonian or Van Hampton's hands any longer because they sold their interest to Mid-East. If you're asking now about employment records, cancelled checks for payroll, we didn't even look for that. So I don't know what you want. So why don't you tell me now and we can come to a stipulation

as to whether or not we can produce payroll records?

MR. PARKER: Okay. What I asked for is exactly what -- what I'm seeking is exactly what's written in the document request.

MR. ALTOMARE: Well, it's obvious that it's ambiguous now. So why don't you tell me whether you want payroll records or whether you're looking for the 1/64 payments?

MR. PARKER: I want anything. I want all of them. I want any type of payment, any type of currency exchange between the additional defendants and Larry Smyers, whether it be payroll records, a separate check, expense reimbursements, any payments going from the additional defendants to plaintiff, Larry Smyers. And it also indicates the calculation thereof. So if --

MR. ALTOMARE: We will search for payroll records in the possession of Devonian or Van Hampton and produce whatever there is within the next ten days.

MR. PARKER: Okay. Fine.

MR. ALTOMARE: With respect to the part of your question that goes to anything concerning the ORRI, the answer is, as conforms to the Answers to Interrogatories that we have none of those records.

MR. PARKER: I understand that that's --and that's also a contested legal issue in this case as far as the, this overriding royalty interest. And I'm not trying to trick the additional defendants into saying that they paid it. We're just looking for --

MR. ALTOMARE: No one's saying you're trying to trick anybody. The problem is that your questions are ambiguous and I'm trying now to make, to parse it out so that we know what we're talking about.

MR. PARKER: Okay. Well, I'm not trying to have the thing limited. I'm asking for any payments and I don't care what it's designated, if it's payroll or if it's overriding royalty, what the designation put on it is by additional defendants. We're asking for any type of

payment from additional defendants to Larry Smyers.

MR. ALTOMARE: Well, let me make clear for the record, the Interrogatory Responses indicate that Devonian and Van Hampton have no records with respect to any payments related to the ORRI and I'm telling you now that we may have records concerning payroll and we'll look for those and get them to you if we have them. How's that?

MR. PARKER: That's fine. Your response is what it is.

Q. Mr. Thompson, do you recall when the plaintiff Smyers was employed by the additional defendants whether he was paid with a tangible check or it was direct deposited?

A. I don't know the difference between direct deposit and tangible, so you'll have to explain it to me.

Q. By tangible I mean a physical, negotiable check, negotiable instrument that could be taken to a bank, endorsed and cashed. By direct deposit I mean an electronic transfer is made directly from the bank account of the employer to the employee

with no actual hard copy of a negotiable check to go cash.

A. He was paid with a hard copy paper check and whatever he did with it was his business.

Q. Do you recall the confidentiality agreement entered into between the additional defendants and plaintiff, Larry Smyers?

A. Yes.

Q. Do you recall if there was any negotiations between the additional defendants and the plaintiff in drafting that document?

A. I don't recall any.

Q. Do you recall if there was any prior drafts or versions of the agreement?

A. I don't recall.

Q. Were there any correspondence back and forth between the additional defendants and Larry Smyers regarding the confidentiality agreement?

A. Just we discussed it and then, I guess, we entered into it. Other than that I don't recall any other discussions on it.

Q. Okay. So you're saying that you had discussions. I understand that, but as far as written correspondence you're saying there wouldn't have been any written correspondence,

just an oral discussion; is that correct?
A. To my knowledge, that's correct.
Q. Is that the standard procedure for Devonian and Van Hampton with that type of thing to just have an oral discussion and then have an agreement and not have any drafting or review by counsel or anything like that?
A. I suppose if that's, if orally we came to some agreement, then that's probably true.
Q. So you're saying it's true that that would be the policy of the additional defendants?
A. I'm not saying it's policy or anything. I'm just saying maybe that's how that one came about.
Q. Okay. I understand that, but I'm asking you generally as the policy?
A. I don't have a policy.
Q. You meaning the additional defendants don't have a policy?
A. Additional defendants don't have a policy.
Q. And do you recall the Joint Venture Agreement entered into between the defendant, Mid-East and the additional defendants?
A. Devonian?
Q. Yes.
A. Yes.

Q. And do you recall if that document involved any sort of negotiations?
A. I don't recall whether -- if it did, I don't recall the specifics of it.
Q. Okay. So you don't recall either if there were any or what they were?
A. That's correct.
Q. Do you recall if there was any previous versions or drafts of the Joint Venture Agreement?
A. I don't recall.
Q. Was there any correspondence back and forth between you and Mark Thompson, the principal parties negotiating the agreement?
A. I'm sure there was.
Q. Okay. Do you have those documents today?
A. The Joint Venture Agreement?
Q. No. I asked if there was correspondence and you said that you were sure there was and I'm asking you, do you still have these items of correspondence that went back and forth between you and Mark Thompson when you negotiated?
A. No. No, I don't, or if it was verbal. It may have been verbal correspondence. I don't know. I don't recall.
Q. So you're saying you don't have any written

correspondence today?
A. Not that I'm aware of.
Q. Do you know of anyone else who has such written correspondence?
A. No, I don't.
Q. Is it standard procedure for the additional defendants to have important legal documents such as Joint Venture Agreements reviewed by counsel prior to entering into them?
A. Not all the time.
Q. Okay. So sometimes it's reviewed by counsel, sometimes not?
A. That's correct.
Q. What factors are considered in determining whether or not to have counsel review such a document?
A. Again, there's no set -- just, I guess it depends on the document.
Q. And that would be a decision made by you; is that correct?
A. That's correct.
Q. Would you consult with someone else within the company or would you make that on your own?
A. No. We would discuss within the company.
Q. Who would you discuss that with?

A. Probably with my father.
Q. Anyone else?
A. No.
Q. Now, the Assignment and Bill of Sale between Devonian and Mid-East --

MR. ALTOMARE: Do you know what he's talking about? Do you want to see the documents?
THE WITNESS: The Assignment and Bill of Sale?
MR. ALTOMARE: Yeah.
THE WITNESS: Yeah, let me see it.
MR. PARKER: Okay.

(Deposition Exhibit A marked for identification.)

Q. I will mark as Deposition Exhibit A a document which I'm under the understanding is a complete copy, but I'll have you look at it and you can tell me if it's a true and complete copy. (Hands document to witness.)

MR. ALTOMARE: Wasn't there a supplement?

MR. PARKER: That's what I have. I made a photocopy from the Exhibits in the complaint. I'm not personally familiar with it. I believe Mr. Thompson is. So if you think there's something else, let me know. I don't know.

MR. ALTOMARE: What do you mean you're not personally familiar with it? You attached it to your complaint?

MR. PARKER: I didn't file a complaint.

MR. ALTOMARE: You mean you personally didn't file the complaint?

MR. PARKER: Sir, I'm asking about this document.

MR. ALTOMARE: Now wait a minute. You're asking if it's complete and as counsel for the deponent I'm telling you I don't think it is.

MR. PARKER: Okay. What is it missing then? I will get it.

MR. ALTOMARE: I think there's a supplement to it.

MR. PARKER: What's the content of the supplement? I will find it.

MR. ALTOMARE: There's a Covenant of Title in the supplement.

MR. PARKER: Covenant of Title? The substance of my questions are just general with regard to this document. Perhaps for the purposes of the present questions we can just ask questions on the general document? I'm not asking about any of the content. I'm just asking generally about this document.

MR. ALTOMARE: Well, but you've got it marked and identified as the Assignment and Bill of Sale, but it's missing an amendment. So how can he -- I mean, you're going to put it on the record.

MR. PARKER: For the record, that document is not attached to the additional defendants -- to the defendant's complaint against the additional defendants. It may be attached to the original complaint by the plaintiff, Larry Smyers.

MR. ALTOMARE: Let's stipulate that this may or may not be the complete document and ask your questions.

Q. Is there an Exhibit A on that document, sir? I'm sorry. Let me flip through here. There's an Exhibit A which appears to be referenced to it looks like two leases perhaps, and Exhibit B which appears to be the Joint Venture Agreement. I have in the complaint filed by the original plaintiff, Exhibit C which is, appears to be multiple pages of leases, it looks like. Is that the document that -- this Exhibit C, is that part of that Assignment, Bill of Sale, is that what you're referring to?

A. Is that what I'm referring to?

Q. Yes. As far as what you, a statement has been made that there's something missing from this document and this appears to be Exhibit C. The problem -- I'm just trying to make it clear because a lot of the documents attached to these pleadings appear as exhibits to other documents. So there's some redundancy and I just want to make sure I understand I'm clear as to what it is that we're looking for, because there appears to be multiple pages on the Amended Complaint of the form I'm showing you right now which is a chart format with leases.

MR. ALTOMARE: No. Those

supplements are not attached to the exhibit that you've identified as Deposition Exhibit A. It's an incomplete exhibit.

MR. PARKER: I understand it's incomplete and it does not include what I'm showing you right now Exhibit C. Please take this and look through it if you'd like to, Exhibit C, which is a listing of leases.

THE WITNESS: Doesn't have that, plus it doesn't have other things.

MR. ALTOMARE: I know. Counsel, it's your obligation to present an exhibit that's complete. The answer to your question then is no, this is not a complete exhibit and, therefore, any questions you ask about it, we'll object to. If you --

MR. PARKER: Well, then I'm trying to make it clear what is on there. And I'm right here --

MR. ALTOMARE: It doesn't matter. You have marked this as Exhibit A --

MR. PARKER: Sir, I'm going to make the exhibit right if we can go through the document. I'm not going to do a whole deposition with you objecting because

there's not something attached. If we have to make 20 copies of charts, we'll make them. That's fine. I want the document to be accurate.

MR. ALTOMARE: Well, then let's take a break and make your exhibits. You can't expect this deponent to do your homework.

MR. PARKER: I'm saying that perhaps Exhibit C, which a large chart of documents was not attached to that. And if that's what your client is saying, the deponent is saying should be on there, I have no problem making that. However, I don't see how the Exhibit C of the chart has any bearing on any of the questions I'm going to ask. But if you --

MR. ALTOMARE: Counsel, you asked him whether that was a true and correct copy of the Assignment and Bill of Sale when you showed it to him --

MR. PARKER: Okay.

MR. ALTOMARE: -- and his answer is no. Now where do you go from there?

MR. PARKER: I'm asking for him to

tell me what's on there. If we can maybe have a stipulation that Exhibit C is not on there, then we can go forward. It's not a trick question. I'm just trying to have a clear understanding of what the answers to the questions are.

MR. TALADAY: Can we go off the record for a minute?

(A brief discussion was held off the record.)

Q. Would you your client like to look through the Amended Complaint and I believe I've identified the Exhibit C at issue and if these are the pages that are identified as being not there, I will gladly go make copies of these pages and affix them to Deposition Exhibit A so that we are all of the understanding that the document in front of the deponent is a true and correct copy of the exhibit that was attached to the Amended Complaint. So I'd please ask you to look at this Exhibit C.

MR. ALTOMARE: I'm not going to agree to any kind of convolution like that,

not after what we've just been through.

MR. PARKER: I'm saying if you'll tell me if these are right, I'll go up and make the copies.

MR. ALTOMARE: You withdraw Exhibit A so that we have a record of that and then you make a copy of the complete document. Let's mark it A-1, okay?

MR. PARKER: Okay. We'll take a ten minute break.

(Recess taken at 9:23 a.m.)

(Recommenced at 9:32 a.m.)

(Deposition Exhibit A-1 marked for identification.)

Q. Okay. We're back on the record. Now we've had our first break of the day and during the break I have taken the time to photocopy Exhibit C which was not included initially on what was presented to deponent as Deposition Exhibit A. The deponent now has in front of him Deposition Exhibit A-1 and I'm asking the deponent to look through it and tell me if it is a true and correct copy of the Assignment and Bill of Sale

entered into between Devonian Resources and Mid-East Oil Company?

A. Yes, sir. It appears to be complete.

Q. All right. Thank you. And how many pages would you say roughly this is, about ten or twenty pages?

A. With exhibits and --

Q. Total, all total. Is it a small document or big document?

A. I would say it's a small document.

Q. Okay. About twenty pages roughly?

A. Roughly.

Q. Okay. Now, do you recall having any negotiations with Mark Thompson of Mid-East Oil Company in regards to the Assignment and Bill of Sale which is marked as Exhibit A-1?

A. Just probably verbal conversations.

Q. Okay. So you recall having verbal conversations with Mark?

A. I don't recall. I'm just saying probably we did. I don't recall any of them.

Q. Okay. What's your basis for thinking that you did if you don't recall any?

A. Oh, I'm sure we discussed it.

Q. Okay. Because that's what you would normally do

before you would enter into something like that; is that --

A. Yes, sir.

Q. Do you recall any written correspondence going back and forth between either you and Mark or Devonian and Mid-East with regard to this Assignment and Bill of Sale?

A. I don't recall any.

Q. You don't recall any specific correspondence or you don't know for sure if there were any at all?

A. I don't recall any specific, whether there was any, you know, whether there was any at all. I just don't recall --

Q. Okay.

A. -- if there was any.

Q. Do you know if there's any such correspondence in existence today?

A. No, sir.

Q. You don't know or there aren't any?

A. I don't know of any.

Q. Okay. And that's all the questions I'll ask about this for right now. Do you recall the asset purchase agreement that Devonian and Mid-East entered into?

A. Can I see it? Is that the same? That's not the

same --

Q. No. It's a different document. I'm handing you what I will mark as Deposition Exhibit B. Just take a minute and look at that.

(Deposition Exhibit B marked for identification.)

MR. ALTOMARE: Here's our copy, if you want to compare it.

THE WITNESS: The back, yeah. I don't recall this.

Q. For speed's sake, you're saying that the last page is not -- you don't recall it?

A. No.

Q. Okay. So now I removed the last page and let you review it again. Is that what you would consider to be a true and correct copy of the Asset Purchase Agreement?

A. Yes, sir.

Q. Okay. Fair enough. Do you recall having any negotiations with Mark Thompson or Mid-East Oil Company in regards to this particular agreement?

A. Prior to signing the agreement possibly just negotiating the purchase price verbally.

Q. Okay. Do you recall any sort of written correspondence or negotiations going back and forth?
A. No, I don't.
Q. Do you recall if this document was reviewed by counsel, your counsel, prior to your signing.
A. Yes.
Q. You do recall that?
A. Yes.
Q. And your counsel would be your present counsel or your previous counsel in this litigation?
A. Present counsel.
Q. Do you recall having the Assignment and Bill of Sale which was Exhibit A-1, do you recall having that reviewed by counsel prior to entering into it?
A. I'm pretty sure he did.
Q. You're pretty sure? You're not positive, but you --
A. I'm pretty sure he did.
Q. Okay. Fair enough. Do you recall if there was any correspondence between yourself and your counsel, written correspondence that would have went with that or if it was just an oral, in person meeting with your counsel?

A. If there was any correspondence it was probably just verbal in meeting, in person meeting.
Q. Okay. Just so we're clear, when I say correspondence I mean written. So if I say correspondence, I'm talking about a document of some kind.
A. I know of no written document.
Q. Okay. Previously we were discussing the term AMI or area of mutual interest. Is it correct that Devonian and Mid-East at one time had an AMI?
A. Yes, sir.
Q. Okay. If you could, explain for me how that area of mutual interest came about. How did the two companies come together to form that?

MR. TALADAY: I'm going to object to the form of the question because it assumes that the AMI was formed by those two companies rather than designated and created before Mid-East came into the picture.

Q. We'll note his objection. You can go ahead and answer the question.
A. The designated AMI between Mid-East and Devonian came about by interests that Devonian, leasehold

interests that Devonian had acquired in Centre County, okay? And we were approached by, we were approached by Mid-East to see if Devonian and Mid-East would have any interest, joint interest in developing those leases and --

Q. By those leases you mean?

A. The leases that Devonian had acquired solely.

Q. In Centre County you said?

A. Yes.

Q. By any chance do you recall the township? If you don't, that's fine. I'd just like to know if you do.

A. I don't. It's either Burnside or Snow Shoe Township or both maybe. I don't recall.

Q. Fair enough. I'm sorry I interrupted you.

A. But anyway that's, so Mid-East approached Devonian. Devonian had the position, acreage position and Mid-East wanted to be involved in that area. So they approached us about jointly developing it and then in addition to that, in addition to just the acreage that Devonian had, it was then the discussions came about to create an area of mutual interest and the acreage would be jointly acquired or developed as the AMI was developed. That's basically how I recall it

going.

Q. Okay. So the AMI, as you understand the term to mean as we've used it, started out being an area of leases that Devonian had by itself and then after there was some sort of agreement reached between Devonian and Mid-East, it was expanded to include neighboring jurisdictions and regions around those original leases; is that a fair statement?

A. I guess that would be a was fair statement. The initial leases that Devonian had acquired independently, solely, were the -- I'm not going to say the nucleus, but it was kind of a starting point in this area to develop additional acreage leases.

Q. But geographically speaking, is the area where the leases were that you're talking about that Devonian had solely, is that located jointly or adjoining or in the center of what would eventually become the total AMI or was it a totally a separate location?

A. I wouldn't say it was -- it was just the starting point of the area and then I believe when they -- I would have to look at the AMI agreement, but whatever was ultimately agreed to as far as a

geographic area, then Devonian's original leases going in fell within that geographic area and then it was expanded out beyond that, beyond those initial leases.

Q. Let me see if I can help you. I have what I believe is a copy of the Joint Venture Agreement. Is that the one you're talking about?

A. That would probably be the one.

Q. Let me mark it as an Exhibit and then I will give it to you and your counsel and you can take a look at it and first of all make sure that it's correct. And then after, if that's found, then we can -- you can take a look at it. Maybe that will help you.

(Deposition Exhibit C marked for identification.)

Q. (Hands document to witness.)

MR. ALTOMARE: Counsel, the agreement refers to an Exhibit A which is the delineated beginning point of the AMI. Do you have that?

THE WITNESS: I don't find it attached to this.

MR. PARKER: There is no other document attached to the Amended Complaint and that's where I made that copy from is the documents attached to the Amended Complaint. I believe it's one, two, three, four pages and then the Amended Complaint goes on to the Assignment and Bill of Sale which is a separate document you already have. So that is the total of the document that I have that was attached to the Amended Complaint. So if there's something else, I don't have that.

MR. ALTOMARE: Well, then we'd object. I mean, the fact that it's attached to a complaint does not authenticate the document as true and complete.

MR. PARKER: Well, that's fine. I mean, we can go with that, but I just want to make it clear that I've got in front of you what's attached to the pleading. I didn't file this pleading. This is a copy that was attached to another party's pleading and I'm just asking -- I was giving it to you to help you refresh your recollection. I don't -- if it's not

correct, then can you please tell us what it's missing?

A. This document's missing Exhibit A which, Exhibit A to this Joint Venture Agreement which spelled out the, I guess Exhibit A would have spelled out the boundaries of the AMI or basically described the boundaries of the AMI as delineated on the attached Exhibit A, but Exhibit A is missing from this Deposition Exhibit C.

Q. Bear with me for just a moment. Okay. Sir, I'm now looking at the document that you filed which is your Motion for Summary Judgment and as Exhibit C of that, you've attached a copy of the Joint Venture Agreement and I do not see any additional documents other than what's in front of you. Would you like to look at this, what I have in front of me which is your document?

A. Let me look at that just briefly.

MR. ALTOMARE: Well, for the record we'll stipulate that the copy of the Joint Venture Agreement attached to Additional Defendants Motion for Summary Judgment does not have attached to it Exhibit A.

Q. So would be it fair to say the one attached to the Motion for Summary Judgment is not a complete document?
A. Does not have Exhibit A.
Q. In your opinion it's not -- I'm actually curious. Do you think that document exists, Exhibit A?
A. I really don't know.
Q. Okay. So you don't have any specific recollection of that document even existing? I understand --
A. I'm only going on what I read and then I don't see it attached to the document on either one of them. Now whether it actually existed, I don't know that.
Q. Okay. So I would agree with you then on Exhibit C, which I've put in front of you, it mentions an Exhibit A?
A. Yeah.
Q. But you're saying that you don't have any specific recollection whether or not that was ever created by the parties; would that be fair to say?
A. That would be fair to say. That would be fair to say.
Q. Okay. That's fine. No problem. Okay. So

Exhibit C then we've determined is a complete copy of --

MR. ALTOMARE: No, we have not, sir.

Q. Please let me finish the sentence. Exhibit C is a complete copy of the Exhibit that was attached to your Motion for Summary Judgment, that's what I'm saying and I believe we said it is?

MR. ALTOMARE: You're carrying coals to New Castle. The fact that my document or our document in the Summary Judgment Motion may be incomplete has no bearing on whether you can put before this deponent an incomplete document.

MR. PARKER: What I'm saying is that I put forth a complete copy of your Exhibit. That's what I'm asking. Can we agree that Exhibit C in front of the deponent is a true and correct and complete copy of the same Exhibit that was attached to the additional defendants Motion for Summary Judgment?

MR. ALTOMARE: We'll stipulate to that. In fact, I put that on the record already.

MR. PARKER: Okay. Well, there we go. A simple answer to a simple question.

Q. Okay. I believe we were talking about the AMI and you had made reference to the area and you had indicated that this perhaps may help you more specifically delineate the area. Would you like to take a look at that or have you already had a chance --

A. I've looked at it.

Q. Okay. So does that -- after you've looked at that, does that change any of your answers or give you any more details as far as the initial location of it, of the AMI between Mid-East and Devonian?

MR. ALTOMARE: Objection. You placed before this deponent a document to assist him in refreshing his recollection because he could not in earlier answers give you a complete answer and you had nevertheless placed before him an incomplete

document, but not just an incomplete document, the missing part of the document is precisely the relevant part of the document that would go to your question. So --

MR. PARKER: We'll note your objection and my response is that we've been able to determine that the witness has said he does not know if the Exhibit in question ever even existed, but that I have in fact placed before him a true and correct copy of the document as it is attached to both the Amended Complaint as well as the additional defendants Motion for Summary Judgment. So we got the objections out of the way, now --

MR. ALTOMARE: No. It isn't out of the way.

MR. PARKER: Okay. We've noted your objection for the record. Can we please answer the question?

MR. ALTOMARE: No, sir. I'm sorry.

MR. PARKER: Are you instructing the witness not to answer?

MR. ALTOMARE: I am instructing you, sir, to honor the witness's answer that

this is an incomplete document and, therefore, you cannot ask him any questions about it.

MR. PARKER: Now, I'm sorry. You may note your objection for the record and that's fine. I'm entitled to ask my question.

MR. ALTOMARE: I'm instructing you not to answer.

Q. So you had an initial AMI with Devonian's leases and then it was expanded; is that correct?

MR. PARKER: First before we go any further, please note on the record my objection to counsel's instruction to the witness not to answer as I believe it's inappropriate and unfounded.

Q. You may now proceed to answer the question.
A. Would you repeat it?
Q. I'm just trying to get us all back up to speed. I was asking you about the AMI between Devonian and Mid-East and I'm asking for your agreement that what you said before was generally there was

an area made up of leases that Devonian had in its sole name and it was subsequently expanded to include additional areas?

A. Additional acreage, additional leases.

Q. Okay. Approximately how big or how many acres was the initial AMI made up of Devonian's leases?

A. Of Devonian's leases?

Q. Right. Just Devonian's leases that you say comprised the nucleus or core of the AMI?

A. Can I look at another Exhibit?

Q. Absolutely, sir. Just an approximation of number of leases or acres is fine.

A. That's what I'm trying to do. There was the state game lands 100, which was about 3700 acres. The William Confer lease was around 700 acres and a Renoe lease that was -- it's in here.

MR. ALTOMARE: For the record, the deponent is consulting Exhibit A-1.

A. The Renoe was about 625 acres. So roughly close to 5,000 acres, 5200 acres, something like that.

Q. And those three or four or so are leases; is that right?

A. Three.

Q. Three leases? Okay. Then it was expanded. Can you give me an idea as far as what the end result of the scope of the AMI was?
A. Well, I recall that it was in, it's built into Burnside and Snow Shoe Township.
Q. Okay. So the entire AMI is located in those two townships?
A. Yeah. The total geographic area, I'm not totally sure about.
Q. But it's somewhere within those two townships?
A. Yes.
Q. And that's in Centre County?
A. That's in Centre County, yeah.
Q. Okay. Was any part of the AMI in Clearfield County.
A. I believe it was.
Q. Okay. So then -- I'm just trying to get it straight here. So then we're actually not just limited to those two townships then in Centre County; is that correct or is that incorrect?
A. It did encompass parts of Clearfield, possibly Carthus Township, parts of it.
Q. Were there any other townships in Clearfield County which the AMI would have at any time encompassed?

A. Without seeing the Clearfield County map on the townships, I think that would have been it.
Q. Okay. Do you have any idea as far as the total leasehold acreage that would have been in the AMI at its completion?
A. Up to the point that Devonian sold their interest to Mid-East, I don't recall what the total acreage accumulation was.
Q. Would it be a fair statement that the AMI was at all times comprised of leasehold acreage that was either initially acquired by Devonian, initially acquired by Mid-East, or acquired by both parties in pursuit of the joint venture?
A. Yes.
Q. Was it true then, to the best of your knowledge, that Mid-East had acreage that they took on their own that they brought to the joint venture; is that correct?
A. I don't believe they had any acreage when the joint venture was entered into.
Q. Okay. So you think that they --
A. Acquired acreage after the joint venture was entered into.
Q. Okay. So then it would be your position then, to the best of your recollection, they didn't

acquire any leases on their own?
A. Prior to the Joint Venture Agreement?
Q. Well, I guess we'll clarify, my understanding is that once you had the joint venture all the leases were acquired together; is that not correct or no?

MR. ALTOMARE: Objection. The document contradicts counsel's statement.

Q. Okay. We've noted the objection. Now, let's see if we can get an understanding as far as -- I'm just trying to understand how the AMI worked. You said that Devonian had its own leases and you're saying -- are you saying that to the best of your knowledge that Mid-East did not have any leases when the joint venture was formed?
A. They might have had some working, but I don't think they had them -- I don't think they had them ready at the -- I don't think they had them when it was entered into.
Q. What do you mean by working? You mean --
A. I think they were negotiating with lessors, okay?
Q. So you're not talking about drilling operations. You're talking about leasing operations?

A. Leasing operations, yes.
Q. Okay. So at the inception then when the joint venture was entered into between Devonian and Mid-East, did Devonian already have wells drilled?
A. No.
Q. No?
A. No.
Q. Okay. So there was no wells drilled on any of the lease acreage that was part of the AMI when the joint venture was formed?
A. That's correct.
Q. Okay. And it was your testimony, is it correct, that Mark Thompson of Mid-East initiated or came to you on behalf of Devonian to form the joint venture; is that correct?
A. To jointly to form the joint venture, to joint venture and create this area of mutual interest.
Q. He approached you, not the other way around; is that correct?
A. That's correct.
Q. Did he say why he wanted to enter into this joint venture?
A. I don't recall. Possibly had some interest or felt like it had some potential, as we did.

Q. Was there a business advantage to Mid-East to enter into this joint venture?
A. I don't know if there was or not.
Q. Was there a business advantage to Devonian to enter into this joint venture and create this AMI with Mid-East?
A. Just to work an area, just to reduce some of the, possibly some of the risk on trying to develop acreage that might have a little more risk than normal, okay? That would be the only advantage to joint, probably to joint venture, spread the risk.
Q. If Devonian already had the acreage, what type of risk are you referring to?
A. Just that it would be the risk of drilling, of it drilling out being commercial.
Q. You mean wells being drilled and gas being found and produced?
A. In commercial.
Q. In commercial quantities?
A. That's correct.
Q. Okay. So do you perceive that as a business advantage for Devonian to diversify and spread the risks?
A. At the time it was probably advantageous to do

that.
Q. Would that same advantage also have applied to Mid-East as well?
A. I don't -- I can't really speak for their process, but I would say it probably would.
Q. Okay. Well, let's back out a second. Let's talk generally about joint ventures in general. Is it a fair statement that joint ventures are common in the oil and gas industry?
A. I would say they're common.
Q. Okay. And would you say that there are business advantages to both parties in joint ventures in general?
A. In general? I would.
Q. What are those advantages? Is there anything other than spreading the risk?
A. There possibly could be other advantages to that, to entering into a joint venture with another oil and gas company.
Q. And what would those advantages be?
A. Possibly the joint venture, one of the joint venture partners has capabilities or abilities on the operational side that the other party might not have the same qualifications.
Q. So it'd be fair to say that in some instances

then the two parties have differing assets or capabilities, like one may have a lot of acres, the other one may have a pipeline facility or something of that nature and they can work together?

A. That's very possible.

Q. Did anything like that happen with regard to this present joint venture between Devonian and Mid-East? Were any of those types of dynamics in play here?

A. Other than their, the idea of entering into a joint venture to develop, to jointly develop, spread the risk and -- I don't know. I don't recall. I just -- it was a decision that we decided to -- you have to keep in mind that Mark Thompson is my father's nephew and my first cousin. He's a relative, although he's not acting like one.

Q. Okay. Fair enough. I understand your position. Okay. So there was a family connection there between you and Mark Thompson who you guys are the principals for Devonian and Mid-East; is that right?

A. Very much so.

Q. So how was the area of the AMI delineated? In

other words, who decided where to pick up leases? Did you and Mark sit down and decide that here, this property looks good, you know, go pick it up or did you each go your own way and pick up acreage? How did that work?

A. I think it worked both ways that you just described. I think that we -- I think that we were both parties, both parties had the ability to acquire acreage within the, anywhere, but particularly within the AMI that we're discussing. So we would -- we could approach it independently or sit down and figure out where we wanted to, what areas we wanted to look at and whether we had an individual in there trying to acquire the acreage or Mid-East had somebody trying to acquire the acreage on behalf of the AMI, you know, that's -- we just didn't -- if we coordinated, we coordinated primarily on the basis that we didn't have the same people hitting the same landowner.

Q. Basically you don't want to have two lease agents, one from each company, talking to the same landowner; is that --

A. No.

Q. -- what you're talking about?

A. That's what I'm talking about.
Q. Okay. Were there any other ways in which the lease acreage was identified by the joint venture?
A. Just through our geologist and that would pick areas within the AMI that we should acquired.
Q. Meaning particular tracts of land?
A. Yeah.
Q. Okay. And are you saying a geology department or a particular individual, a geologist?
A. The geologist that was employed by Devonian at that time.
Q. Would that be the Plaintiff?
A. That would be the Plaintiff.
Q. Larry Smyers?
A. Yes.
Q. But you're saying that Mid-East also independently of Devonian either picked acreage on its own or consulted with Devonian to identify acreage?
A. That's correct.
Q. Do you recall how you and Mark Thompson proposed or came up with the geographic boundary of this AMI?
A. I don't recall. I don't recall the specifics and

I only recall that it was to encompass acreage that would take in Burnside and Snow Shoe Townships initially.

Q. And then I believe you said that you thought it may have spread also to Clearfield County in one township? And I honestly forget what you said.

A. Yes. I believe it was Carthus Township in Clearfield County that may have expanded the AMI at a later date.

Q. Okay. Is it fair to say that both the parties to the joint venture had to agree to expand the scope of the AMI?

A. Yes, sir.

Q. And at any time did either -- strike that. At any time did the parties to the joint venture expand the scope of the AMI beyond the three townships that you mentioned?

A. Not that I'm aware of.

Q. If I were to use the term prospect in connection with oil and gas, the oil and gas industry, what does the term prospect mean to you?

A. Prospect to me means a potential area of either a proposed location, a proposed drilling location. It can be just one prospect, one well, or a prospect could be, could encompass more than one

well which would expand on some development. Prospect could be an acreage position.

Q. What do you mean by acreage position?

A. An inventory of acreage leases.

Q. Specific parcels of land?

A. Specific parcels of land of prospective nature, okay?

Q. Meaning it's thought of as having potential for oil and gas?

A. For oil and gas -- oil or gas.

Q. Do you consider a, just a generic reference to a county, say Clearfield County, do you consider that to be a prospect? If I were to say that I have a prospect in Clearfield County, does that, is that consistent with your understanding of the word or is that --

A. That would get my initial attention, but then you would have to get more specific.

Q. In and of itself then Clearfield County doesn't tell you anything? Other than a general geographic area in the state, it doesn't help you identify the geology, the particular parcels, anything like that; is that fair?

A. No. It does not.

Q. Would it be fair to say that the AMI, the joint

venture, was any operations of any of the parties in Clearfield and Centre County, or is that not a fair statement?

A. Repeat that.

Q. Is it a fair statement that the AMI that was defined by Devonian and Mid-East encompassed any operations of the parties in Clearfield and Centre Counties?

A. It didn't encompass the whole counties.

Q. Okay. And do you recall in the various documents that are before you, the Joint Venture Agreement, the -- I guess really just the Joint Venture Agreement, there was specific reference to particular townships, the ones that you've already referenced; would that be a fair statement?

A. That would be a fair statement.

Q. Okay. You referenced Burnside and Snow Shoe Township in Centre County; is that right?

A. That is correct.

Q. How about Cooper Township and Boggs Township in Clearfield County, do you have any recollection of the AMI being expanded to encompass those townships?

A. Now that you've mentioned it, possibly Cooper. I

believe I stated Carthus, but it may have been Cooper.

Q. Okay. So it's that one township still, but we may not have the exact right one; is that correct?

A. Yes.

Q. Cooper or Carthus; is that right?

A. Yes.

Q. Okay. How about Boggs Township, Clearfield County?

A. No.

Q. The AMI never encompassed that township?

A. Not to my knowledge.

Q. How about West Decatur Township?

A. No.

Q. I'm going to show you a document which I will mark, I believe we're up to Deposition Exhibit D. This is the Confidentiality Agreement. That's what the title is at the top. And this was attached as an exhibit to the Plaintiff's Amended Complaint. I will now hand a copy to you and your attorney. If you could take a look at that document. And specifically my question that I'm going to immediately ask you pertains to the map which I'm showing you now which is attached to

that document.

(Deposition Exhibit D marked for identification.)

A. Okay.

Q. Okay. You've got in front of you a map. Do you recognize that map? Does that look familiar to you at all? This is an attachment to Deposition Exhibit D for the record.

A. Okay. I'm trying to get my bearing with you real quick.

Q. Take your time, sir. I understand completely.

A. Okay. It appears to be a map of the Allegheny Front.

Q. Okay. What do you mean by the Allegheny Front?

A. Just a geographic trend, geologic trend that runs along the Allegheny Front.

Q. So Allegheny Front is a geology term; would that be correct, or are you using it in some other way? I'm just not familiar with the term, sir.

A. Well, I'm using it as more of a geologic term.

Q. Would the Allegheny Front be in reference with the Allegheny Mountains which run northeast, southwest?

A. Generally through, yes, through this area that

I'm looking at.
Q. Right about the middle of the map?
A. Right.
Q. Okay. So does this map indicate a particular prospect or area of mutual interest to you?
A. It is an outline. It encompasses --
Q. I'm sorry. You're pointing at it and you're pointing to --
A. I'm sorry.
Q. If you could just describe -- no, you're doing, you're answering the questions. I'm not complaining at all, sir. I just want to make the record clear, if you could describe what it is that you're pointing to?
A. It's a boxed-in area on the, within this map.
Q. On the left side of the map?
A. Yes.
Q. Okay. Would you say it's about two inches by two inches roughly, something like that?
A. Roughly.
Q. Okay. I'm sorry. Go ahead. I asked you if that map indicates a particular prospect or AMI?
A. This is not, this is not -- are you talking about the AMI between Mid-East?
Q. Well, first of all, I'm asking you if it

identifies any particular AMI and then second, my follow-up question would be, does that identify the AMI between Mid-East and Devonian?

A. I'm going to read the agreement.

Q. Sure. Sure. Take your time. And again, my questions deal specifically with the map. I understand the document has other items on it.

A. Okay. This map?

Q. The one that's in front of you, sir, yes.

A. Okay. It's not really an AMI. It's not an AMI as it's an Exhibit to this agreement.

Q. Okay. Right. I'm really not asking you -- I'm just looking at the map. I understand. I'm not asking you about any legal conclusions about the map in relation to this document. I'm just asking you just looking at this map itself and the square that you've identified.

MR. TALADAY: I object to the form of the question, because it's become something other than a question, so --

MR. PARKER: Well, I'm getting ready to ask him a question.

MR. TALADAY: So ask him a question, but I would object to the preface

to the question because it's --

MR. PARKER: Okay. I'm just trying to keep everybody happy here. I don't want -- I'm trying to avoid objections from the deponent's counsel that I'm trying to ask for a legal conclusion because I'm not asking for that. I'm just simply asking --

MR. TALADAY: Well, I think you were exactly doing that by asking him if it is or is not an AMI?

MR. PARKER: I'm asking for your understanding, sir. That's all I'm asking for, your understanding. And I'm asking you, does this map indicate to you a particular AMI or prospect area?

A. A prospect area, yes.
Q. Okay. What would the prospect area be?
A. On this map there's a boxed-in area, okay, as it pertained to this agreement, this Exhibit D, okay? It was an area identified, okay, between Mr. Smyers and myself to do, for Mr. Smyers to perform a geologic study within that boxed in area.
Q. Okay. Is that a finite and definitive boundary

or is that more a general location to where the services would be performed --

A. It would have to be more of a general area.

Q. Is that because there's no reference to parcels or --

A. Yes.

Q. -- political boundaries or anything?

A. Yes.

Q. Okay. So that box -- does that box, in fact, represent the AMI between Devonian and Mid-East or does it not?

MR. ALTOMARE: I'm going to object to the question. Don't answer it. It assumes a fact that is not only not in evidence, but is clearly erroneous. There's no AMI between Mid-East and in the context of what he's asking you, the AMI was between you and Mid-East -- or rather Devonian and Mid-East.

MR. PARKER: I don't understand your objection, sir. You just -- that's what I asked him. I said does that, does this document represent the AMI between Devonian and Mid-East?

MR. ALTOMARE: In the joint venture? At what point in time are we talking about?

MR. PARKER: At any time. The AMI as the term, we have it down to --

MR. ALTOMARE: He's already testified that the AMI was an expandable concept.

MR. PARKER: And --

MR. ALTOMARE: If you look -- let me finish. If you look at the document it says that each party will contribute equal number of leases and the AMI grows with the contribution of leases.

MR. PARKER: And he also testified that it could not be expanded and was not expanded beyond the particular subdivisions and I understand that we may have maybe one of the two, but still there was a finite limit of political boundaries. And I'm asking if this map demonstrates the boundaries of that AMI that Devonian had with Mid-East?

MR. ALTOMARE: I don't know how you can answer the question. For the record,

we're looking at a map with black and white lines that really have no, and as you put it, Counsel, no political boundaries, no meets and bounds.

MR. PARKER: I would agree. I mean, if the answer's no, it can be no. I just, you know, I just would like to have an answer to, you know, Devonian was a party to creating this and you're more familiar than anyone else in this room with what the AMI was. So that's the reason why I'm asking the question.

A. The only way that I can answer your question is I'm looking at an agreement, Confidentiality Agreement, Exhibit D, okay, part of that agreement has a map attached to it. The agreement was an agreement between Devonian and Larry Smyers for Larry Smyers to perform geologic evaluations to an area, in an area, okay, or in areas as is defined in this agreement in Burnside Township, Centre County and Cooper Township, Boggs Township, West Decatur in Clearfield, okay? And this boxed-in area does encompass those areas, okay? Now, you know, I don't know

how to answer your question. Now, this boxed-in area which was an area, which was a prospective area of evaluation prior to the Mid-East, Devonian Joint Venture, this boxed-in area does overlap and it does encompass what was ultimately to become some of the AMI between Mid-East and Devonian.

Q. Okay. I understand that response. So you're saying that that square basically is bigger than the AMI. The AMI falls somewhere within that box; is that a fair statement?

A. Some portions of that.

Q. Is there any portion of the AMI between Devonian and Mid-East that falls outside of that box?

A. Well, it's kind of hard to determine. I can't determine it really from this.

Q. Fair enough. And I believe you said that the Agreement you're looking at, Exhibit D, referred to services that were going to be performed by Larry Smyers to Devonian in Boggs Township and West Decatur; is that correct?

A. That's correct.

MR. ALTOMARE: That's not correct. You just read it, Counsel, Burnside

Township, Centre County --

MR. PARKER: I'm only asking about the two specifics townships. I'm only referring to the two specific townships.

MR. ALTOMARE: But you asked him is the contract --

MR. PARKER: I'm not asking -- I'm not asking --

MR. ALTOMARE: I wish you'd be more precise because --

MR. PARKER: I'm being very precise. I'm asking about two specific -- I'm not asking you exclusively was it only these townships. I'm asking about these two -- I'm only inquiring as to these two specific townships, Boggs Township and West Decatur Township. And I believe those were two of the townships that you mentioned when you were describing Exhibit D. And I'm asking for you to either affirm or deny that those two townships, being Boggs and West Decatur Township, Clearfield County, were two of the political subdivisions that were envisioned in the Exhibit D Confidentiality Agreement which would be services provided

by Larry Smyers to Devonian?

A. Those two townships were part of the agreement.
Q. Okay.
A. They weren't the only townships.
Q. I agree. I'm just asking about those two. And if we look -- one more question about the map. If we look at the square that you've identified on there, it's almost like a diamond shape. From looking at that map are you able to determine the exact boundaries of that square or diamond?

MR. ALTOMARE: Asked and answered.

A. I can't totally -- I can't precisely --
Q. That's what I'm asking you. With this map are you able to determine? I'm not asking you what they are. I'm just asking you, does this map give you the information you need to determine what the perimeters are for that particular boundary, for that box as identified on that document?
A. It basically encompassed the areas that Devonian was interested in and he was, Larry was going to provide services within, generally within this

boxed-in area.

Q. Okay. I understand that. I'm just talking about if one were trying to define and limit where the edges of that box were, are you able to do that from that picture or is it more of a general thing in that the specific boundary is not capable of deciphering?

A. It's more just a generalized, general area.

Q. Okay. Fair enough. Thank you. So you said that Devonian had leases that would ultimately be part of the AMI and they acquired them on their own prior to the joint venture; is that right?

A. That's correct.

Q. When did Devonian first start negotiating for these leases?

A. I don't recall. It would have been some time in -- I don't really recall specifically -- 1999 to 2000, in that time frame.

Q. Do you recall -- I understand you don't have a calendar date. Do you recall in relation to other events? Can you say that it was before something or after something or do you not recall?

A. I don't recall, but the record at the courthouse would say when the leases were of record.

Q. But I'm asking about negotiations, not the actual --

A. Prior to that, I can't tell you when the leases became effective, but negotiations with the lessors certainly would have been somewhat prior to that.

Q. What do you recall as being the first action of Devonian to become involved in this area of mutual interest, the particular lease or the decision to get the lease? What was the catalyst or event that triggered the interest of Devonian?

A. Well, I think that internally we were looking to find other areas of, prospective areas of development or development potential beyond our current, beyond Devonian's current, their current areas at that time, okay? In our office and in our doing that we, of course, we were looking at public records, maps and looking for other prospective areas and this area, this particular area got our interest and --

Q. How did it get your interest?

A. The area that ultimately became the joint venture between Devonian and Mid-East was an area that had been successfully developed, not specifically

right in this area, but in the same geographic area, another producer, another well operator had developed a field and what peeked our interest was where this field, where this Snow Shoe field had been developed in Centre County, then why wasn't it, why was it just there, why couldn't you move over and duplicate the same?

Q. You mean move over, you mean go to an adjoining --

A. Go to adjoining acreage or step out possibly, a further step out than that. You might have to go further away from the existing field, but -- and the public records showed that there had been some old tests, some drilling, some wells had been drilled in this area.

Q. This area meaning the AMI?

A. What ultimately became part of the AMI.

Q. And so there were wells drilled by other producers in the AMI prior to any of the parties' involvement?

A. That's correct.

Q. Okay. And these other wells that you're talking about, the other acreage, is that acreage the acreage that was the developed field, is that inside the box that's on Exhibit D.?

A. I don't know if it is or not.
Q. Fair enough.
A. Possibly some of it's encompassed.
Q. And possibly some of it might be outside of it; is that right?
A. It might be.
Q. Okay. Do you recall what the first lease was that Devonian took?
A. I believe it was the William Confer lease.
Q. And why does that particular lease stick out in your mind?
A. It was a 700-acre lease. And it was -- I don't know. I guess probably because of the size of it. There's not too many 700-acre leases all in one contiguous block.
Q. Okay.
A. We ultimately got a larger tract, the state Game Lands 100 which was 3700 acres.
Q. That must be really rare then if 700 acres --
A. It was rare for us.
Q. Now, did Larry Smyers direct you to obtain those leases, the two that you just referenced?
A. We would, Larry -- the specific time frame, okay, that Larry Smyers became involved with the prospective areas, okay --

Q. I'm sorry. What do you mean by that, prospective areas?
A. The areas that were discussed in the agreement between Devonian and Larry Smyers.
Q. Okay. The general area identified in Exhibit D.?
A. Yes.
Q. Okay. I'm with you.
A. Yes. I can't say, I can't say for sure whether Devonian had initially, had initially already started looking in this area and then wanted more expertise and brought Larry, got Larry involved in looking in that area and in other areas. I just, I can't recall. I can't recall whether Devonian had already started leasing at the direction of Larry or prior -- or we had already started and then when Larry came in we may possibly expanded on that.
Q. Okay.
A. I can't remember.
Q. So prior to the Joint Venture Agreement do you recall instances where Devonian was competing with agents of Mid-East for particular leaseholds?
A. Not that I recall.

Q. You don't recall any specific leases or you don't think it happened?
A. I don't think it happened.
Q. When was it that you first became aware that Mid-East was involved in the same general area that Devonian was also seeking to obtain lease acreage?
A. Well, I believe it was prior to, it was prior to entering into the Joint Venture Agreement between Devonian and Mid-East, but how far into, beyond that time, I don't recall. It was just whenever Mark, Mark approached us that he had interests, at least initial interest in looking at that area also. Whether we were competing before the Joint Venture Agreement for acreage, I really don't recall.
Q. I understand you don't recall that, but I mean, you have a specific recollection that Mid-East was involved in the general area, not with Devonian, but separate and apart --

MR. ALTOMARE: I'm going to object and ask you to define "involved" because I don't know what that means. You say thought about it in their head, they wrote it on a

blackboard, they got a lease --

Q. If any word I use is unclear to you, you know, we can go through it like we did with the prospect AMI. We'll make it clear. So you please let me know if anything I ask you is unclear.

A. Repeat your question.

Q. I was asking you if -- you testified before that Mid-East was involved --

MR. ALTOMARE: Objection again. I'm going to tell him not to answer until you clarify because if I don't understand what "involved" means, I'm not going to let my client assume something about what it means and answer a question that's ambiguous.

MR. PARKER: Please note my objection to counsel instructing the witness not to answer. I will move on.

MR. ALTOMARE: You realize that's to the form of the question, right?

MR. PARKER: No, I do not, sir.

MR. ALTOMARE: Well, that's your problem, I guess.

Q. Do you recall what the first well was that was drilled in the AMI between Devonian and Mid-East?
A. Can I refer to this?
Q. Absolutely, sir, if there's a document in front of you you'd like to refer to. If you don't recall, sir, that's a fair response to it.
A. I can't recall.
Q. Okay. Fair enough. Did Devonian drill wells in the area of mutual interest on its own, separate and apart from Mid-East?
A. No.
Q. Okay. Who does Devonian use to drill their wells? Does Devonian drill their own wells? Do they have rigs and drill their own or do they contract out with other parties to drill?
A. We have our own drilling company, but we do also contract out.
Q. What would that company be?
A. The drilling company?
Q. Right.
A. Devonian Rotary Drilling.
Q. Okay. So that's a company that's owned by the same individuals who owned Devonian Resources?
A. That's correct.
Q. Do you provide services for that company?

A. I don't understand your question.
Q. Are you an officer or director of the company, employed by the company?
A. I'm an officer.
Q. Okay. So then I guess then there would be a third entity then. We have Devonian Resources, Van Hampton Gas and Oil, I believe you said there was a cattle, cattle organization; is that correct?
A. That's right.
Q. And then now there's a fourth. There's the Devonian Rotary Drilling; is that correct?
A. Right.
Q. Okay. And that's a separate and distinct corporate entity from Devonian Resources?

THE WITNESS: It is; isn't it?
MR. ALTOMARE: It's an L.L.C.

A. Yeah. Yes, it is.
Q. Is it a corporation, a partnership, sole proprietorship?
A. It's an L.L.C.
Q. A limited liability company?
A. I guess that's what it stands for.

Q. Fair enough. Okay. So is it a fair statement then that all wells drilled by Devonian are drilled by Devonian Rotary Drilling, L.L.C.?
A. Not all wells, but the majority of them.
Q. Okay. What outside contractors would have been used if Devonian had not drilled a well with Devonian Rotary Drilling?
A. You talking about specifically within this AMI?
Q. Well, both in general, just in general and as also would pertain to this area just as a matter of company policy?
A. We used other drilling contractors in the area.
Q. Who would they be?
A. We've used Dallas Morris Drilling out of Bradford, Pennsylvania. And I believe within the AMI between Mid-East and Devonian I believe that, I believe that L. K. Drilling --
Q. L. K.?
A. L. K. Drilling did a lot of drilling --
Q. Just the two letters, L. and K.?
A. L. and K. or L. K. Drilling.
Q. Okay. So then who do you recall drilled the first well in the AMI?
A. Are you talking about operator or drilling contractor?

Q. Both. Let's start with the operator?
A. It would have been, Mid-East was the operator of the joint venture. So for the benefit of the joint venture, they drilled it.
Q. Okay. And do you recall who the actual drilling entity was?
A. I believe it was L. K. Drilling Company.
Q. Did Devonian have any drilling permits prior to entering into the joint venture?
A. In Devonian's name or did we apply --
Q. Did Devonian as itself or --
A. I don't recall.
Q. I'm assuming Devonian is the entity that the permits would have been issued to that Devonian asked for?
A. For?
Q. I mean, would Devonian get the permits in the name of Van Hampton or Devonian Rotary Drilling or --
A. Are you talking about for the AMI --
Q. Right.
A. -- with Mid-East? No. Mid-East was the AMI operator. They would have been permitee.
Q. But I mean, okay, now let's move outside of the AMI in general. What entity does Devonian use to

get the permits?
A. Well, if it's a Devonian operation it would be Devonian Resources.
Q. Okay. If it's Van Hampton, it would be Van Hampton?
A. Probably, but not necessarily.
Q. Are there any other corporate entities related to the ones that your family owns that would have gotten permits?
A. No. It would either be under Van Hampton Gas and Oil or Devonian Resources.
Q. Okay. Did Mid-East have plans to permit wells at the time when the joint venture was entered into?

MR. ALTOMARE: Did who?
MR. PARKER: Did Mid-East?

A. Have plans to permit wells?
Q. Right. At the time the joint venture was entered into?
A. Not that I recall.
Q. But you don't recall for sure?
A. I don't recall for sure, no.
Q. Okay. Has Devonian or Van Hampton in the past

worked with or done joint ventures with Mid-East?
A. Yes. I believe we probably have done some things. Might not have been with Mid-East. It might have been with MAT Oil and Gas. I don't recall.
Q. I'm sorry. That was MAT Oil and Gas?
A. Another company Mark had and I believe it was MAT Oil and Gas.
Q. You're talking about Mark Thompson?
A. Yes.
Q. At the time that Devonian and Mid-East became involved in this Joint Venture Agreement, is it fair to say that Devonian was aware that Mid-East had investors that were willing to invest in wells that would be drilled in the AMI?
A. Specifically didn't know exactly who they were, but knew that Mark had some partners or some investors behind his interests.
Q. Okay. Geographically speaking, where did you work with either Mid-East or this MAT Oil and Gas, Mark Thompson's other company, in the past?
A. It would be Clearfield County and Jefferson County, I believe.
Q. Do you recall if it was the same portions of Clearfield County that later became involved in

the AMI or was it a different portion of Clearfield County?

A. It was a different portion.

Q. Okay. And how long did that working relationship last?

A. Well, up until, I think the wells are still in, I believe the wells are still in existence.

Q. But is the Joint Venture Agreement still in existence?

A. Well, there never -- I don't think there ever was a Joint Venture Agreement. Just partnership, just entering into a verbal with him and jointly drilling wells.

Q. Jointly paying for the wells and then jointly dividing up the working interest?

A. Right.

Q. Okay. So you're saying that that's currently going on today, you both still have joint interest in wells?

A. Well, we -- I don't know about Mark's interest in that, but I believe that maybe the wells that were effected with that, by that, I don't think we have an interest in those any longer.

Q. So you don't think that currently Devonian or Van Hampton has any shared or joint working interest

in any wells with Mid-East?
A. No, or MAT.
Q. Do you recall how long that joint ownership lasted with Mid-East?
A. It was quite a long time. You know, I don't exactly remember the specific dates, but it would have been something that would have gone on from the late 80's, the late 1980's through, probably up and through 2004 or first the part of 2005.
Q. Do you recall why the relationship ended? Was there an event or just a sale or purchase?
A. Basically a sale.
Q. Devonian sold its interests?
A. Uh-huh, yes.
Q. Did Devonian sell its interest to Mid-East or --
A. No, to another party.
Q. How would you describe the working relationship between Devonian and Mid-East in regards to this particular Joint Venture Agreement and this AMI?
A. The working relationship?
Q. Right. I mean, the two companies, my understanding is, in the joint venture they both worked together to develop the natural resources. How would you describe the relationship between the two companies? Were

they both doing the same things, you know, one doing one, one doing the other? Just generally speaking, how was that divided up?

A. Generally it was a good relationship. Of course between Mid-East and Devonian we have some different operating philosophies, ways of doing things as it pertained to certain aspects of the development.

Q. You mean on like a day-to-day basis or in general like where to drill wells?

A. Well, not particularly so much where to drill wells, but just maybe how the wells were being drilled or how the wells were being completed and at some of the pace that they were being developed. That's just some of the things.

Q. Okay. So basically the speed at which they were drilling wells; is that what you mean by pace they were developed?

A. Right.

Q. Well, you're not talking about any particular well?

A. No. Just what I'm talking about in general, maybe just a difference in operating philosophy.

Q. What about responsibility with regard to the joint venture? Was there a division of labor, so

to speak, between Devonian and Mid-East or did they both do the same jobs, same services?

A. Well, we duplicate. So -- we didn't duplicate.

Q. Well, not for the same property, but I mean was the same job done by both companies for different particular wells, or was it more of a division where one company was going to do the, you know, create the sites, make the locations, and then the other company would arrange for the drilling rigs to come in and then another company arranges for the frack job or was it both companies were doing all activities involved in the development of the prospect?

A. Well, when the agreement -- when the Joint Venture Agreement was entered into, Mid-East was the designated operator, okay? And by that they had the call or the responsibility to line up the contractors and do that type of work and the day-to-day operation of the wells once they're in, through the drilling phase into the producing phase.

Q. You mean like tending the wells, making sure --

A. That's right. That's right.

Q. So what was Devonian's involvement then with the joint venture in the AMI?

A. Devonian did reserve in our Joint Venture Agreement the rights to provide certain services as far as the drilling or the dozer work or trucking or things of that nature and that.
Q. Did Devonian provide those services that it was reserved the right to?
A. I believe we drilled some wells over there, but --
Q. Now, I'm just confused. What do you mean by you, you meaning Devonian, what makes you say you drilled wells?
A. I believe we provided the drilling, the drilling services.
Q. That would be Devonian Rotary Drilling?
A. Well, at that time it was just Devonian Resources.
Q. Okay. So this Devonian Rotary Drilling is more of a new entity?
A. Just this -- yeah, just this year, I think.
Q. Okay. So then at all times relevant to this litigation there would have been no involvement at all from Devonian Rotary Drilling, L.L.C.?
A. No.
Q. Okay. So your recollection is that Devonian did, in fact, drill some of the wells?

A. I believe we did perform some of the drilling on, I think, I don't recall exactly, maybe three or four wells.
Q. So before you said that Mid-East is the operator or was the operator. At any time was Devonian the operator of this joint venture?
A. No.
Q. So if Devonian did some of the drilling, would there have been a contract between Mid-East and Devonian to arrange for the drilling and set the price for the drilling services?
A. Verbally.
Q. You had a verbal agreement?
A. Yes.
Q. How about a bill? Would there have been a bill submitted to the joint venture and for accounting for all the work for all the interested owners?
A. Yeah.
Q. And I assume there would have been payment by Mid-East on behalf of the joint venture to Devonian?
A. That's correct.
Q. And your best estimate is that there was approximately three or four wells that that would have occurred for?

A. I believe so, yeah.
Q. Now, that relationship that you talked about and how it was divided up, did that change over time through the course of the joint venture or was that the way it was from the very beginning that Mid-East was the operator and arranged everything?
A. I believe at the beginning of the joint venture Mid-East was the designated operator and that was their responsibilities, part of their responsibilities as the operator of the AMI or the joint venture.
Q. So then was Mid-East saddled with the responsibility of receiving and distributing all the funds from the production from the AMI?
A. That's correct.
Q. So then Mid-East would have paid the landowner royalties, would have paid overriding royalties, that sort of thing?
A. That's correct.
Q. Did Devonian, as a company or you personally, have an overriding royalty interest in the joint venture or the AMI?
A. I believe that -- I'd have to go back and check the record because I believe that, I don't know

that I had an override personally, but Devonian might have had an override.

Q. Okay. How about Mid-East, do you think Mid-East may have had it or was it just Devonian?

A. I believe on the Devonian leases -- I believe on the leases that Devonian brought in, at least on the initial leases, okay, that created, started the joint venture, that we had an override under that. Additional acreage that came in after that, I don't recall whether Devonian had an override, Devonian itself had an override under it. Or if Mid-East, if it was acreage Mid-East brought in, they may have retained the override themselves.

Q. Okay. Now, would these overrides that you're referring to, would they be spelled out in any particular document?

A. They should be, should be an overriding royalty agreement.

Q. What do you mean by that? You mean some sort of an agreement, a conveyance between the parties? You mean something part of the joint venture? What do you mean by that?

A. It should -- it would probably normally be a separate agreement, just a separate, just an

Assignment, by assignment, just an Assignment of Overriding Royalty Interest.

Q. And that would be something that would be recorded so perhaps it could be discerned if we would check the public records?

A. Possibly. Again, I don't recall --

Q. Sure. I understand.

A. -- whether there was even one in place.

Q. Fair enough.

A. I know there was, you know, I know there was an override in place on this for Mr. Smyers.

Q. Okay. We'll get to that. I was asking about you, you and Devonian?

A. Yeah, and I don't, I just don't recall now.

Q. Okay. What was your first involvement then with Larry Smyers?

A. As it pertains to this area or in general?

Q. Let's start with in general and then we'll go to this area.

A. I've known Larry Smyers personally for quite a long time, since the late 80's.

Q. How is it that you met him? Were you neighbors or you worked together or how did you meet each other?

A. Just through common interests within the oil and

gas business.
Q. Just a professional relationship?
A. Not so much professional. I mean, we provided some drilling services for a company that I believe Larry worked for back during the 80's.
Q. What company was that?
A. Eastern States Exploration Company.
Q. Okay. So that's when you first became involved with Larry Smyers --
A. I believe so.
Q. -- was in the 80's?
A. I believe it was in the 80's.
Q. Now, with regard to this particular joint venture, when did you first become involved with Larry Smyers?

MR. ALTOMARE: I'm going to object to the form of the question.
MR. TALADAY: Yeah, me too.
MR. ALTOMARE: Stop using the word "involved" because it has no definition. It could mean anything from intimate sexual relationships to saying hello on the street. I mean, what do you mean?
Q. When was your first contact with Larry Smyers?

A. As it pertains to this document here or --
Q. Yes -- no. When was your first contact with Larry Smyers pertaining to the joint venture or the area of mutual interest that we've been talking about here?
A. Between Devonian and Mid-East?
Q. Right. I mean, the area that's encompassed by --

MR. ALTOMARE: I'm going to object to the form. Direct him to the area rather than --

MR. PARKER: Right.

MR. ALTOMARE: -- to the joint venture --

MR. TALADAY: -- particularly the question the way you asked it.

Q. The geographic area that's referred to in all the documents that we've looked at so far, all the Exhibits so far that we've talked about at length, when was your first contact with Larry Smyers with regard to that particular geographic area?
A. I don't recall the specific time, 1998, maybe, 1999, somewhere in that time frame.

Q. Okay. Do you recall what time of year, if it was winter, summer, spring, fall? Any ideas on that?
A. No, I don't.
Q. Do you recall, was it a telephone conversation, in person, chance encounter?
A. It was initial, initially I believe it was a telephone call that I initiated to Larry.
Q. Okay. So you initiated a telephone call to Larry?
A. Yes.
Q. What was the purpose or objective of that telephone call?
A. Just to reacquaint and to find out if Larry's geologic services maybe would be available to look at some areas that we had an interest in.
Q. You wanted to retain his services; is that fair?
A. Uh-huh.
Q. Did you discuss particular areas of geology or geographic areas where you wanted his services?
A. I think we probably -- I don't recall specifically on the initial phone call whether got right into it on that phone conversation or if that came about some time later.
Q. So why is it that you sought out Mr. Smyers' services?

A. I knew Larry and his abilities as a geologist and his particular knowledge of the areas that we were interested in.
Q. What made you think he had particular knowledge in the areas that you were interested in?
A. Well, the areas that we, the areas that we were interested in looking at that encompassed at least this initial arrangement between Devonian or Van Hampton and Larry Smyers encompassed some areas that I knew Larry had some background, prior years had worked the area and was able to, was able to independently look at it. Some of those areas are within proximity of some of the areas that he possibly had worked earlier in his career.
Q. Would it be fair to say that you knew he had previous experience in this general area?
A. Yes.
Q. And is that the reason why you sought out his services?
A. Partly.
Q. And you said you were confident in his --
A. In his ability.
Q. Okay. So you had an initial telephone conversation you initiated. What was the next

step in the relationship?
A. I believe we, I believe we decided to meet and expand on our phone conversation.
Q. Do you recall when that meeting would have occurred?
A. I don't recall. Like I said, it was probably, would have been in 1998 or 1999, somewhere in that time frame.
Q. Okay. Do you recall where you actually met in person?
A. I do recall that.
Q. Where was that?
A. It was at the Perkins Restaurant here in Clarion.
Q. Okay. And do you -- you have a specific recollection. I take it you don't normally come to the Perkins in Clarion; is that fair?
A. Well, no, I don't, but it was where we wound up meeting.
Q. Okay. Who else was at that meeting besides you and Larry Smyers?
A. Just Larry and myself.
Q. And how long did that meeting last?
A. I don't recall specifically, but maybe, you know, an hour, hour and a half, something of that nature.

Q. Was it just a matter of discussion or did you review documents?
A. I believe that was just a matter of discussion.
Q. Okay. So you don't recall any documents being --
A. Not at that time, no.
Q. Okay. Is there a different occasion or meeting when you do recall documents being reviewed between the two of you?
A. I believe that some time after that initial meeting that part of, probably part of what we talked about was entering into an agreement whereby Larry would provide the services. And then at some time after that, some time after that initial meeting then we reviewed this. It was probably this Exhibit D Agreement.
Q. Okay. Now, if you look at Exhibit D Agreement, if you flip to the last page of it there is a letter there. It appears to be from Larry Smyers to you on behalf of Van Hampton Oil and Gas Company.
A. All right.
Q. The date on that letter is August 3rd, 1999.
A. Okay.
Q. Does that sound about right as far as the timing?
A. It does.

Q. Okay. So if that letter's dated August 3rd, does that give you any more indication as far as when the meeting was and the telephone call that we talked about?
A. Probably obviously the telephone, the initial contact by phone that I made to Larry would have been prior to this, prior to August 3rd, 1999. How much prior to this, I don't recall.
Q. Okay. The first sentence of it says, "It was a pleasure to meet with you." Would that reference be to your meeting with Larry at the Perkins in Clarion?
A. The initial meeting, I believe, yes.
Q. And that was the one at Perkins?
A. Yes.
Q. So it would be fair to say then that that meeting was before August 3rd, 1999?
A. I would say so.
Q. Okay. Now, the second paragraph starts off by saying, "The following is a brief summary of my proposal to retain my services." It seems like that's indicating that Mr. Smyers made some sort of a proposal to you regarding retention by Van Hampton of his services; is that true?
MR. ALTOMARE: Objection. When?

MR. PARKER: At any time.

MR. ALTOMARE: You just read a sentence that says in a letter dated August 3rd, "The following is a brief summary of my proposal." Are you asking him whether this is, what's contained in the letter is identical to the proposal that he may or may not have made at the Perkins meeting; is that what you're asking him?

MR. PARKER: No. I'm asking him if in fact a proposal was made. This letter says --

MR. ALTOMARE: Well, you just read that it is being made in the letter. So my question is, what are you asking him?

MR. PARKER: If the proposal was made. This is a document, a written document and sometimes there are things in written documents that are not true or that may not have occurred. And I'm simply asking the deponent if, in fact, a proposal was made by Mr. Smyers at --

MR. ALTOMARE: Don't answer the question. I object to the form. The letter says, "The following is a brief summary of

my proposal," and it follows it up with the contents of the proposal. So how can you possibly ask him if the proposal was made? It's right there in black and white.

MR. PARKER: I'm asking this witness if the proposal was made. This letter purports to be a summary of the proposal and I'd like to know if the actual proposal was made. And I'd like to ask him questions about the proposal.

MR. TALADAY: I'll have to follow him with that objection because you're not being specific as to whether there was a proposal other than the one that's set forth in the document and if so, when was it made, how was it made. So that's my problem with it.

MR. PARKER: Well, I understand that you may be looking for ambiguity, but this is discovery where I'm trying to determine information from a material witness and I have a document who indicates things happened. The document itself is not stand-alone proof of it. The actual event itself is what, is the fact in issue and I'm

asking this witness about the facts that gave rise or are purportedly represented in this document. I'm not asking him to question this document. I'm asking him about the facts giving rise to the document and I've simply showed him the document because he was --

MR. TALADAY: Okay. And I think the problem --

MR. PARKER: Let me finish. He was indicating that he was not certain as far as time and I figured a particular letter with a date may help to narrow the time and focus on the course of events since it's been a couple of years.

MR. TALADAY: My problem is I don't know whether or whether or not you're asking him that during the course of his meeting with Larry Smyers that a proposal similar, identical to, or --

MR. ALTOMARE: Precisely.

MR. TALADAY: -- completely opposite to this was discussed. See, you didn't preface your questions so far as time and place.

MR. PARKER: I'm not trying to limit it at that. I'm asking in general was the proposal made? Did Larry Smyers make a proposal to this witness, Mr. Thompson? And I specifically said did he make such a proposal? This letter regards to a proposal and I said did Mr. Smyers make such a proposal to Mr. Thompson? And then we've been on objections now for the last couple minutes.

MR. TALADAY: Yeah, that's because I don't understand. Is your question did he get this letter with the proposal in it or did Mr. Smyers make this proposal verbally at Perkins? If you would simply --

MR. PARKER: I don't know the answer to those questions.

MR. TALADAY: -- differentiate or ask him both those questions, I don't have a problem.

MR. PARKER: I don't know the answer to your questions. That's why I'm asking him. Those are the exact type of questions that I'd like to know the answers to and I'm asking him to tell me. I started

off very --

MR. ALTOMARE: Why don't you refrain the question so maybe we'll better understand.

MR. TALADAY: Yeah.

Q. The letter in front of you dated August 3rd, 1999 says that the following is a brief summary of my proposal to retain my services, and it goes on. My question to you is: Did Mr. Smyers make a proposal to you at the meeting at Perkins that you referred to?

A. Not that I recall at that initial meeting.

Q. Okay. At any other time did he make a proposal to you?

A. In this letter for one, I believe.

Q. No, in person. Did he ever make it in person to you, communicate to you by saying, Mr. Thompson, here is my proposal and then go through a proposal with you?

A. I believe that the proposal was presented to me in this letter form and then at some time after I received the specifics of this proposal.

Q. Meaning this letter, right?

A. This letter. Okay. That we did talk about some

points and it's pretty obvious in here that one of them was written number one on the retainer fee, because I couldn't afford it.

Q. Okay. So then that, if I understand you correctly then there was no in person proposal? The proposal was this letter itself; is that fair?

A. That's how I understand it.

Q. Okay. So were there any documents attached to this proposal, this letter when you received it, any maps or anything like that?

A. Not that I recall, but I don't believe there was.

Q. I'm sorry. Are you waiting for me to ask you a question, sir, or are you --

A. I was just kind of -- after I answered, after the fact I was reading it just to see if there was an Exhibit, but I don't think, I don't recall there ever being one to this particular letter.

Q. I don't mean to interrupt you. So if I ever interrupt your answer, please stop me. Okay. So how -- if this letter was the proposal, how did Van Hampton or you accept this proposal -- or did you accept it, I suppose?

A. Yeah, verbally, I guess. And then ultimately probably, ultimately through this agreement here,

okay? (Witness indicates.)
Q. You mean Exhibit D?
A. Yeah.
Q. Okay. So there's no other document you're aware of then that would be -- that would summarize or embody your acceptance of the proposal other than Exhibit D?
A. Yes, sir, that's correct.
Q. So after your meeting at Perkins -- how did that meeting end? Like, what, did you think you'd think about it? Did you say we'll talk to each other tomorrow?
A. Yeah. I believe after discussing what Devonian or Van Hampton or whoever I was representing that day, whatever hat we were wearing, we talked about it, and then I think we probably ended the meeting on the fact that Mr. Smyers would go back and put something together on what his cost of services of the arrangement would be.
Q. So at any time did Mr. Smyers elaborate on this proposal that's embodied in this August 3rd letter?
A. Not that I recall.
Q. So at what point in time in your mind was there an agreement or a meeting of the minds between

you or a company that you were acting on behalf of and Larry Smyers?

A. After, some time after we received this and agreed on these five specific terms. I can't tell you specifically at what point in time it was. It was some time after the date of this letter though.

Q. Okay. And that was as a result of your verbal discussions with Mr. Smyers; is that true?

A. Yes, of these terms.

Q. Okay. Do you have any recollection as far as how long after the meeting that you had at Perkins with Mr. Smyers and then he followed up by sending you this letter, do you have any idea as far as how much times was in between there? Was it the next day or a week or a month later?

A. I don't recall.

Q. Okay. So at the point then at which you did form the opinion or belief that there was an agreement reached with Mr. Smyers, what was your understanding of that agreement?

A. That basically Larry would, Mr. Smyers would go do the, go to the library of records whenever that particular information that he needed to attain to evaluate some of the perspective areas

and would provide that information to us, Devonian or Van Hampton or both. And it would be used, it would be used during this time exclusively, the services, within this area, within this area defined or, you know, the area that we were discussing.

Q. And I just want to be clear. Okay. So you're saying that your agreement, part of which was Larry Smyers would provide services to Devonian or Van Hampton; is that correct?

A. That's correct, geologic evaluation services.

Q. Okay. Can you be more specific as to far as what type of day-to-day operations you're talking about? What services you believe that Devonian had agreed to receive?

A. Well, just basically the science end of it, his being able to identify geologic prospects that we were interested. If the prospects fell on acreage that maybe Devonian or Van Hampton currently had or if they were, if it was out of our areas of lease operations maybe, that maybe Devonian or Van Hampton would be successful in securing those leases and that, if it was within a prospective area. So it was more on the science side of it providing that information,

geologic information.

Q. Okay. Now, was it a general agreement or was it limited to specific leaseholds or specific townships?

A. I believe that it's Burnside.

Q. And again, sir, feel free to review any document you want to, but I'm asking for your understanding of what the agreement was and if the documents indicate that to you, that's fine, feel free for you to look at.

MR. ALTOMARE: Hold on a second. Let me ask for clarification. You're asking him about which agreement? Are you asking him about the agreement that the defendant's testified came about by oral acceptance of the August 3rd, 1999 letter with the change in the retainer? That's one agreement. Or are you talking about the later confidentiality agreement that pertains only to the particular AMI?

MR. PARKER: My understanding from the witness was is that Exhibit D Confidentiality Agreement was part and parcel to and the ultimate acceptance of the

letter August 3rd, 1999.

MR. TALADAY: Did you hear him say that?

MR. ALTOMARE: That's not what he testified to. He testified, as my recollection is, that he got a letter on August 3rd, that's the Exhibit to Exhibit D that he dickered with Mr. Smyers over the $2,500 retainer, got it down to 1500 and then orally agreed to that.

Q. How many agreements does Devonian, Van Hampton have with Larry Smyers?

A. Signed agreements?

Q. I'm just trying -- your counsel has offered testimony on your behalf. I need your testimony, not --

MR. ALTOMARE: I didn't offer testimony. That's what he testified to, sir. We can go back and look at the record.

Q. That's fine. What I'm asking you now, sir, is for your testimony and --

A. I agreed, Devonian, I agreed to Larry's August 3rd letter proposal, okay?
Q. Okay. Now --
A. And once we got beyond that, that behind us, okay, then I agreed to a confidentiality agreement.
Q. So there's two separate agreements then?
A. Well, I guess. I don't know. There's a letter proposal here that Larry and I discussed and verbally agreed to and then after that, after we agreed on that, then he went, then they went to the trouble to put together this agreement that we ultimately signed.
Q. Who's they? You said they put together --
A. Mr. Smyers.
Q. Okay. So you're saying Mr. Smyers put together this Exhibit D that's in front of you?
A. Yes.
Q. Okay.

(Recess taken at 11:25 a.m.)
(Recommenced at 11:40 a.m.)

Q. Mr. Thompson, previously we were talking about agreements or an agreement, whichever the case

may be, that you or Devonian, Van Hampton entered into with Larry Smyers. Now, when was it that you first had the agreement? It was, I believe you said, after the August 3rd, 1999 letter at some point when you orally accepted it; is that right? Would that be the first agreement? Am I correct on that?

A. After the -- it would be after agreeing to this letter agreement.

Q. The one dated August 3rd, 1999?

A. August 3rd, yeah.

Q. Okay. So at whatever point you orally accepted that, that's your position of the first time there was an agreement between you, Devonian, or Van Hampton and Smyers.

A. This agreement here. This August 3rd was the first agreement --

Q. Okay.

A. -- that we agreed to.

Q. Orally, right? You said that you orally agreed to it?

A. Right.

Q. Okay. So I'm going to ask you questions about that first agreement. That's what I'm talking about.

A. Okay.
Q. So what was the scope of that agreement? Was it for general retention of services? Was it in regards to a particular area? What was your understanding of that agreement?
A. Well, it was -- first of all, it was to, it was a letter agreement whereby we would retain Larry Smyers' services, geologic services, okay, to identify prospect areas, okay, for lease acquisition and ultimately drilling and testing. Okay. And in addition to that then how Larry was to be compensated was outlined in this agreement.
Q. Okay. Let's strictly be focused on services for now. What services was it your understanding that you had agreed to receive from Mr. Smyers?
A. Well, it would be his, it'd be the geologic services.
Q. Okay. Was he an employee or an independent contractor at that point?
A. He was acting -- he was an independent. He was acting independently, I suppose.
Q. Okay. So he was basically an outside consultant as a result of the agreement that came out of this August 3rd, 1999 letter?
A. To my knowledge, yes.

Q. So at any point did he switch and become an employee of either Devonian or Van Hampton or was he always an independent contractor?

MR. TALADAY: I'm going to object to the form of the question simply because you said did he switch. That implies that his services pertaining to this contract may have at some point become employment services.

Q. Okay. That's his objection and my question is, at some point, you said he was an independent contractor, did he switch to an employee? Did his status change or was he always an independent contractor?

MR. ALTOMARE: You don't understand, counselor. That was an objection to the form.

MR. PARKER: I understand and it's noted.

MR. ALTOMARE: You can't ask it again.

MR. PARKER: Yes, I can.

MR. ALTOMARE: Our stipulation was --

MR. PARKER: That we're holding all objections except for the form of the question.

MR. ALTOMARE: Except for form. So you can't ask that question again unless you reframe it.

MR. PARKER: I disagree, Counselor. The objection is noted for the record.

MR. ALTOMARE: Well, I'm going to instruct him not to answer.

MR. TALADAY: I'll tell you a form of the question which will be acceptable to me along those lines, at any time did Larry Smyers become an employee of either Devonian or Van Hampton. That question is fine with me.

Q. Is it correct that you testified that initially Larry Smyers was an independent contractor?
A. Yes, sir.
Q. At some point did he become an employee?
A. Yes.

Q. Of who?
A. Devonian Resources.
Q. Okay. When did that occur?
A. I don't recall the exact, I don't recall the date. I don't even recall the year.
Q. Did he provide continuing services to Devonian from the time when he was first contacted and this initial agreement was reached up until the time when he was deemed to be or became an employee?
A. Did he --
Q. Did he provide continual services throughout that time period?
A. Yes. Whether it was exclusive to me, I don't know, but for this project, yes.
Q. I'm talking about in general to Devonian, not limited to any particular geographic area?
A. Yes, to Devonian, right.
Q. And then what was the cause of him going from independent contractor and continuing providing services to becoming an employee of Devonian?

MR. TALADAY: Objection.

MR. ALTOMARE: Objection. You haven't established by asking him a question

whether he ever ceased being a contractor with respect to this August 3rd agreement. It's entirely possible, indeed probably the truth, that he was both an employee of Devonian and continued to operate as an independent contractor with respect to this agreement.

Q. Is what your attorney is saying, is that what happened?

A. You'll have to -- present your question again.

MR. PARKER: Could we read back what counselor just reiterated on behalf of the additional defendants so that I can see if the witness will agree or disagree or state something in the alternative?

A. Did you ask me when Larry became an employee?

Q. I don't recall the exact words of the question because every question I've asked you has been objected to a long those lines. So I don't --

MR. ALTOMARE: Well, every one -- your question was why did Larry switch from

being a contractor to an employee and that's why I objected.

MR. PARKER: That was my question and then you gave an explanation. And my question to the witness was --

MR. ALTOMARE: I didn't give an explanation. I objected.

MR. PARKER: But you said perhaps it could be the case and you listed a particular set of circumstances that may have been the case and that's what I'm asking is if the witness agrees with what you represented.

MR. ALTOMARE: Why don't you just ask him did he ever cease being a contractor while he was an employee?

MR. PARKER: Because I'm entitled to ask the questions that I want to ask.

MR. ALTOMARE: You're absolutely right. We're just trying to help you.

MR. PARKER: Oh, yeah. Note my objection to that one.

Q. Okay. So Mr. Smyers was an independent contractor as a result of this first agreement;

is that correct?

A. In his relationship with Devonian and Van, that's correct.

Q. Okay. At any point did that independent contract relationship cease?

A. At some time, at some point in time and I don't remember the specific dates or the even the year Larry became an employee of Devonian Resources.

Q. Okay. Thank you. Was he an employee and an independent contractor at the same time? In other words --

A. Well, if you're saying was Larry on my payroll and could he go out here and work for Joe Blow, no.

Q. I'm not talking about exclusivity. I'm talking about did you make two separate checks to him at one time? Did you pay him once as an employee and then pay him at the same time with a different check as being an independent contractor?

A. No. No, not that I recall.

Q. Okay. So is it true then that at the point at which he became an employee, he ceased being an independent contractor?

MR. ALTOMARE: Objection. Calls

for a legal conclusion.

MR. PARKER: Are you instructing the witness not to answer the question?

MR. ALTOMARE: Yeah. It's a matter of form. You're --

MR. PARKER: You're saying yes, you're telling him not to answer?

MR. ALTOMARE: Yes, I am.

MR. PARKER: Note my objection to that on the record.

Q. So what was the reason why Larry was at one point an independent contractor and then at some later point he became an employee of Devonian?

A. Probably our, probably Devonian's activity level, drilling activity level had increased and our areas of needing his assistance broadened, okay, and at the time, at the time we felt we needed Larry's services basically exclusively as an employee and that's kind of how it came about.

Q. Was there any difference or change in the services that were being provided by Mr. Smyers from the time when he was an independent contractor to the time when he was an employee?

A. The scope of services? Not really, no.

Q. It was in your mind then the exclusivity that was the major change; is that a fair statement?
A. The --
Q. I think you said that --
A. Yeah, just for -- yeah, he was basically for our, for Devonian, you know, when he became, when he came on our payroll and then he became his time, what he did with his own time after hours or whatever, I guess, was his business, but as an employee, as an employee he was working for us.
Q. Okay. So when he became an employee then, you had the exclusive right to his professional services; is that fair --
A. I guess that's fair to say.
Q. So did Mr. Smyers provide services to Devonian with respect to acreage outside of the area of mutual interest with Mid-East?
A. As an employee?
Q. Either one. At any time did Mr. Smyers provide services to Devonian or wells or leases outside of the AMI with Mid-East?
A. Yes.
Q. And when would that have been?
A. I don't know the specific time, you know, frame.
Q. So would it be fair to say then when Mr. Smyers

was initially retained on an independent contractor basis by Devonian that he was providing services to a multitude of geographic areas?

A. Initially?

Q. Right.

A. Well, initially it was the scope of this area as it pertains to our initial agreement.

Q. The AMI?

A. I don't call this an AMI. I call it a -- I guess it's just what we agreed on this letter agreement and then ultimately on this Confidentiality Agreement.

Q. So you're saying Exhibit D then, those documents in that agreement, that wasn't an AMI? That was a particular limit or a designation for where the services might be performed?

A. Yeah. It's not an AMI in the terminology that I would use it as far as the relationship between Larry Smyers and Devonian, okay, would classify it as an area of mutual interest, you know. It's not like he would have a vested interest or be putting up money to jointly -- we didn't form a joint venture.

Q. Okay. I understand. Would it be fair to say

that Larry Smyers became an employee of Devonian in October of 2000?

A. I would have to check the -- I can find out. I don't know off the top of my head.

Q. Now, did you approach Larry about becoming an employee rather than being an independent contractor? Did he approach you? How did that come about?

MR. ALTOMARE: Objection.

MR. PARKER: What's your objection, sir?

MR. ALTOMARE: Just as to form. Your question was did you approach him to be an employee rather than an independent contractor. The implication being that he somehow waived his 1/64 override under the contract and, you know, we're not going to sit here and let you do that unless you can demonstrate that the deponent will answer the question that in fact he considered that override waived.

MR. PARKER: I'm not asking any questions about the overriding royalty. I'm not asking any questions about that. I'm

simply asking and trying to understand the man's employment relationship. Are you instructing the witness not to answer my question?

MR. ALTOMARE: Well, because of the form of the question, yeah, the "rather than" because that hasn't been established and it's an improper question.

MR. PARKER: Okay. Then I object to your objection.

Q. So did you discuss with Larry Smyers becoming an employee and exclusive provider of geologic services to Devonian or did he approach you with that?

A. I believe I approached him.

Q. Okay. What makes you believe that?

A. Well, basically because I knew Devonian's activity level had picked up and that we were going to be in need of more of a full time basis, okay, and he could share other duties or other responsibilities even in the office to take some of the load off of us. Just the need -- our activity level had picked up and we needed to try to find somebody with his qualifications full

time.
Q. Okay. So you --
A. I would -- to answer your question, I don't recall whether he came to me and said hey, Stan, I want a job full time or more than likely I'm the one that initiated it.
Q. Okay. Did you guys discuss it on multiple occasions or just whenever this first encounter would have been?
A. I don't recall whether we discussed it more than first presentation or not.
Q. Did you at any time reduce your agreement in writing as far as the employment contract when he became an employee?
A. Did he have an employment contract?
Q. Right.
A. No.
Q. Did you have an oral understanding with him as far as, like you said, you thought he was exclusive and that he was providing services to you? Did you have any sort of writing or document that memorialized that?
A. No.
Q. Was it an oral understanding that you had with him?

A. I think it probably was. I think it generally is in those situations.
Q. And that would include the exclusivity part of it too. That was an oral understanding that you had with him; is that right?
A. When you say exclusivity, just his --
Q. That he wouldn't be providing professional geologic services to anyone else besides Devonian?
A. Right.
Q. That's my understanding of what you testified --

MR. ALTOMARE: No. And that's not what he testified to. What he testified to was that during the work week, during the working hours, he was -- he belonged to Devonian and his work product was for Devonian. After hours, the deponent said, what he did was his business.

Q. Okay. So was it your understanding then that while Larry Smyers was an employee at Devonian he could provide professional geologic services to third parties?

MR. TALADAY: Objection for form.

Q. The objection is noted. You can answer the question.
A. Well --

MR. TALADAY: Are you asking him during the work day, on weekends --
MR. PARKER: I'm asking in general. I'm not limiting it to any sort of time frame. I'm saying with regard to your agreement with Larry Smyers, my recollection is that you made several statements about exclusivity and I'm trying understand exactly what that understanding was.

A. Maybe I used the wrong terminology.
Q. Okay. Well, let's explore that then. What did you mean?
A. Just, what I meant was and what I'm saying is that I believe that in an employer/employee relationship, okay, that at least the way that we've done things over the last 50 years, okay, is that if you're going to come to work for me as a staff attorney, okay, you're going to work for me, use the term exclusively, if that's what I said, that's what I said.

Q. Okay. Well, let's --
A. But I don't know. What I meant was that, yes, I don't want you going out here and, or in Larry's situation, go out there and create a prospect and not bring it and not let me see it. And I think that's probably understood in your profession and in his profession. Do you understand what I'm saying?
Q. By the meaning of, you're asking me if my understanding of exclusive is consistent with what you just said? Is that what you're asking me? I would agree with you that what you just said is my understanding of the word exclusive. That Mr. Smyers would not be providing geologic services or developing prospects without sharing --
A. Without --

MR. ALTOMARE: Objection. That's not what he said. He said that if he found a prospect he'd expect he'd bring it to him since he was his employee. He didn't say --

MR. PARKER: That's what I just said, sharing with him.

MR. ALTOMARE: He didn't say that

he couldn't do geologic services for others. That has nothing to do with discovering new prospects. Now, let's ask him that.

Q. So what prospects or leases did Larry Smyers identify to you in the AMI that Devonian should acquire?

A. The AMI with Mid-East?

Q. Yes.

A. The leases that ultimately fell, that ultimately became a part of the AMI with Mid-East and Devonian initially, okay, that they were encompassed, that particular area, those leases were covered, okay, under that box, okay?

Q. The box you mean the diagram on the Exhibit D?

A. On the map of Exhibit D, okay?

Q. I'm with you there.

A. Ultimately some of the leases that came into the AMI fell within the scope of that box, okay?

Q. Maybe I misstated my question then. What I was asking --

MR. TALADAY: Let him finish his answer, please.

Q. Do you have a further response, sir?
A. Well, just to elaborate on those leases, okay, they were part of leases that came into the AMI --
Q. You said they. What do you mean by they?
A. The initial leases, like the Confer lease and the Renoe lease that we had discussions with Larry on those and they ultimately, Devonian ultimately did acquire those leases and they subsequently did go into the AMI with Mid-East. Time wise, I don't remember exactly what the time frame was.
Q. Okay. I'm more concerned not with time, but did Larry come to you and say this is good acreage, this is a lease you want to acquire or did Devonian say here, we're interested in this, Larry, we'd like you to help us look at this and evaluate the prospect for oil and gas?

MR. TALADAY: Objection. You're giving him an either/or question rather than asking him how it transpired. It could have transpired a myriad of different ways.

Q. That's the objection, sir. You can still answer.
A. I don't recall how it transpired. I just don't

recall how it was, what came first, the chicken or the egg, so to speak.

Q. Okay. So would it be fair then that -- strike that. Do you have any recollection of Mr. Smyers at any time indicating to you, Devonian, a specific lease or parcel of land in which to pursue leasing activities or drill oil and gas wells?

A. I don't recall. We were looking at so much stuff up and down that trend and I don't recall any specifics.

Q. Right. And I understand you may not, but do you have any recollection of it happening at all? I mean, I don't need you to refer me to a specific lease, but do you recall that ever happening?

A. Yes, but I don't know any specifics.

Q. So what was it that you were expecting from Smyers as a result of the initial agreement you reached with him after the August, 1999 letter?

A. Didn't we go over that a minute ago?

MR. ALTOMARE: Yeah. Counsel --

Q. Is it general geologic services?

A. Yes, sir.

Q. Okay. Were there specific geologic endeavors or documents or processes that you were expecting Mr. Smyers to do or complete or was it just a general retention of him and whatever the particular prospect would entail?

A. I think whatever a particular prospect would entail would be how much detail you got into site specific.

Q. Okay. So as a result of your initial agreement then with Mr. Smyers, what was your understanding that Devonian was going to be paying -- I guess I should back it up. I don't want to confuse you. That letter is to Van Hampton, not Devonian. So, but he ultimately became an employee of only Devonian; is that right?

MR. TALADAY: You're mixing the letter with the agreement.

MR. PARKER: I'm asking him -- I first started when we came back from the break and asked him when the initial agreement was and he said it was in response to whenever he orally agreed to this August, 1999. And so that's why I'm using this letter as a point of reference because my

understanding is there may or may not be some other documents or agreements reached at a later time. And I want to focus him on this particular agreement.

MR. ALTOMARE: The reason why we're having problems here is -- let me lay out what our position is so that you know why you're not getting answers from him that make sense.

MR. PARKER: But I don't -- I really would like to just have him testify rather than have your argument.

MR. ALTOMARE: It's not an argument.

MR. TALADAY: It's an attempt to --

MR. ALTOMARE: It's not an argument.

MR. PARKER: You just said you were going to lay out your argument.

MR. ALTOMARE: I didn't say argument.

MR. TALADAY: -- continuing objections, I think it's necessary that you understand our position because otherwise we're going to continue to run into these

roadblocks and objections. Maybe if we come to an understanding here, it will expedite the process.

MR. ALTOMARE: Our understanding factually and my client's understanding factually of what happened here was that Mr. Smyers and Mr. Thompson came to an agreement that if he found a prospect and that prospect got developed, he would get a 1/64 royalty. So that was in August of 1999. The next thing that happened is he found a prospect which you keep calling the AMI, but it's not. It's the prospect that he's identified after doing geologic work.

MR. TALADAY: And that's where we're getting our terminology mixed. You keep interchanging AMI with prospect area.

MR. ALTOMARE: So Exhibit D is the first prospect that he identified. He earned what -- his position ostensibly is, is he earned the 1/64 once he identified the prospect only if the wells were drilled on it. Then the next step is he got hired to do geologic work within that prospect to do certain things to find the best places

within the prospect to drill. His job wasn't to get leases. It doesn't say that here or any place else. You keep going off on these tangents and that's why you're not getting responses from the deponent that makes sense.

MR. PARKER: Are you adding anything in there or --

MR. TALADAY: No. That's my position exactly. You have to differentiate between responsibilities under the initial August 3rd letter, any responsibilities or rights under the Confidentiality Agreement that deals with that particular Pine Glen Prospect, and that's what we've called it, Pine Glen Prospect, and if you want differentiating your questioning of Larry's responsibilities under the employment agreement, which we think is a whole separate deal, please do that and --

MR. PARKER: So you're saying there's three different agreements from your position? You've got the August '99, the confidentiality, and the employment? I'm here to find out these questions and I'm

trying to ask him --

MR. TALADAY: You can call them the terms and conditions of the employment as an agreement if you'd like, but we're saying there are two separate agreements in writing here at issue and so if you're referring to rights and responsibilities under a particular agreement, refer to the agreement itself.

MR. PARKER: Which that's what I'd thought I'd done. That's why I started out by saying that I had this August 3rd, 1999 --

MR. TALADAY: But what you did in your last question, and the reason I objected to your last question is because you in the course of one question were asking about terms of that August 3 letter and terms of Mr. Smyers employment, which are diametrically opposed.

MR. PARKER: Interesting. Okay. Can we proceed with questioning now?

MR. TALADAY: Please. Please proceed.

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Q. Sir, I feel like we're clear, however, for the record I will try and make it clear again that I'm asking you about this particular agreement in reference by this August 3rd, 1999 letter which is in front of you, was this agreement entered into by Devonian, Van Hampton, both, or neither, or some other answer?

A. It was, it was addressed to Van --

Q. Okay.

A. -- Van Hampton, but it was for the benefit of, let's face it, it's for the benefit of Devonian and it was for the benefit of Van. It could have been for one or it could be the other.

Q. Okay. Fair enough. So what did Devonian and Van Hampton expect to receive from Mr. Smyers under this agreement?

A. The ability to go out there on the behalf of us to identify prospective areas and do some type of geologic evaluation of its viability as an oil and gas prospect.

Q. Okay. I just want to ask you a question that will not be objected to. I just, I forget your exact words. Did you say that he was to identify areas or prospects or did you say something entirely different? Because I want to ask you a

question about exactly what you meant by that, but I don't want to use the wrong word in characterizing what you said.

A. It would be prospective areas. Let's just call it prospective areas.

Q. Okay. Let's work with that then, prospective areas. So, what was your understanding of identifying prospective areas? What exactly did Mr. Smyers need to do to identify these prospective areas?

A. Well, he would have gone, he would have gone to the geologic library, okay. If there were log libraries, if they were available, information on drilled wells in the areas that he could ascertain whatever public information's available on those well bores, electric logs, his geologic interpretation of maybe what he saw on any electric logs, and things of that nature.

Q. Okay. So as far as a final product, I understand your description of services, but as far as a final product, what was Devonian, Van Hampton looking for from him as far as this identification of prospects? Were you expecting a map, a written description, a list of leases or properties? What exactly were you expecting as a

final product as a result of all the services that you just laid out?

A. Maybe a trend line, maybe a geologic trend.

Q. What do you mean by a trend line? Would that be a map?

A. That would be a, that would be basically, yes, it could be a map. It could be a map of, covering a geographic area where a geologist, where Mr. Smyers may have interpreted that hey, it looks like this trend may be running along here from Point A to Point B, whatever that distance may be. And then we would go out and lease acreage maybe within that it -- and it may just be an interpretation also. It's all subject to interpretation.

Q. And that's what you're paying for, right, is his interpretation or his expertise in doing that; is that --

A. That's the services that we were, yes, that we were looking for.

Q. And what was your understanding of what Devonian, Van Hampton were paying for that service?

A. I think it spells it out in the agreement, doesn't it, as far as the retainership and the override?

Q. Okay. You're paying him $175 a day and then you were paying him, Paragraph 2 says 1/64 interest ORRI. Now, what was your understanding of this, what was this 1/64 ORRI? What's your understanding of what that payment was?
A. That's an overriding royalty payment that Larry would be, Larry would receive.
Q. Okay. So at the time that Devonian or Van Hampton accepted this August 3rd proposal, was it your understanding that at that immediate time Devonian and Van Hampton owed Mr. Smyers a 1/64 payment from anything at that point?
A. Yeah, that was identified in that prospect area and that subsequently would have to be drilled and developed.
Q. No. I'm talking about --
A. Just hypothetical. I mean, the override has to be derived from something.
Q. Okay. We'll get to that. I'm just asking about at the time when you initially had the agreement with him, when you had in August or September, some time in '99 whenever you had the oral response where you accepted this, at that immediate time if nobody did anything else was it your understanding that Devonian, Van Hampton

owed Mr. Smyers a 1/64 on anything, like say Devonian's existing leases or anything like that?

A. No. No.

Q. It would only be on particular leases or wells or trends that you talked about before?

A. Yes, as it pertained to this specific agreement.

Q. Okay.

A. No. No. At no time was he entitled to an override and he knew it then, he knows, you know, he knows it. That's just not standard industry practice.

Q. What are you referring to, sir? You're saying something --

A. We agreed to, that Larry would receive 1/64 override, okay, within the prospective area that he was going to do the geologic interpretation of. If Devonian owned acreage over here, that was not part of what we were talking about, okay? So he wouldn't be entitled to that.

Q. Okay. So then is it correct to say that 1/64 was tied to and directly related to the prospects or specific wells or leases identified by Mr. Smyers?

MR. TALADAY: Objection.

MR. ALTOMARE: Objection. At no point did this deponent ever say that this man, Mr. Smyers, had to get leases. He kept saying that they got the leases. Devonian got the leases.

MR. PARKER: Sir, I did not say he had to get them. I asked if it was limited to specific leases. I'm talking about leasehold, not a specific document. I'm not saying that he had to acquire leases from the landowner. I'm saying -- it seems to me like we were of the same understanding that there was something expected by Devonian, Van Hampton and you went through and you described identifying trends, geographic, and I'm saying that would encompass political subdivisions or property borders, which would be leaseholds. That's what I'm referring to by leasehold is particular properties or parcels of land. And I'm asking, my question was, was it your understanding that Mr. Smyers' right to this 1/64 payment was limited to the particular wells or leasehold acreage or particular areas in which he specifically identified

for Devonian to pursue?

A. It was -- I can tell you it wasn't for stuff that we had, Devonian had acquired years before Larry.

Q. I'm with you on that. I understand. I'm just trying to find out where the delineation is here, because that's a very crucial issue in this case.

A. Yeah. Well, Larry was to earn and, in fact did, a 1/64 overriding royalty interest in the areas, in the areas that he recommended, okay, and parts of those areas ultimately fell into this Mid-East AMI business.

Q. Okay. And would it also be true that parts fell outside of the AMI?

A. Yes. Because in this agreement here, there's some of our, some of the prospective area is, okay, were in totally different townships, and parts of the world than this.

Q. Then the AMI with Mid-East; is that what you're referring to?

A. Yeah.

Q. So was there some sort of record or accounting kept by you or anyone else from Devonian or Van Hampton of which particular wells were part of

the prospect or prospects that were proposed by Mr. Smyers?

A. Well, yes, there was. Yeah, there was accounting as to when acreage was ultimately drilled where his override came into play, would have come into effect.

Q. So I'm asking like on an ongoing basis as he identifies particular trends or properties or wells, is there some procedure that was followed by the parties whereby Larry would submit a form or talk to a certain person and say I've identified this lease or this well and then Devonian would then keep track of that and then make payment according to this 1999 agreement?

MR. TALADAY: Objection. You're talking first about the 1999 agreement and now referring to some unknown period of time and some unknown activity that may or may not have been subject to the 1999 agreement, and that question is just impossible to answer in a vacuum.

Q. That's his objection. Can you please answer? I'm talking about the policies and procedures, if

there was any policies and procedures that Devonian, Mr. Smyers followed to keep track of which operations Devonian did, were part of this agreement and subject to the payment and which operations were not, as you indicated elsewhere?

A. The wells that ultimately got drilled, that would fall, that fell within the scope of this agreement, okay?

Q. The 1999 agreement with Mr. Smyers?

A. Yes.

Q. Okay.

A. That ultimately fell within the scope of that agreement, okay, or some of the same lease -- were on some of the same leases that ultimately went into the AMI with Mid-East.

Q. Okay. I understand.

A. And those leases, those leases were the first and only leases that were drilled and developed within the scope of the 1999 agreement, okay?

Q. Which leases are you referring to again?

A. I'm referring to the, specifically to the leases that Devonian brought initially into the AMI with Mid-East and that would have been the State Game Lands 100, the William Confer lease, the Renoe, et al lease, okay? And so those, that's where

the first leases that Larry had, that fell within the scope of Larry's geologic evaluation came into play. Do you understand?

Q. I think so. You're saying that those leases --

A. Those were the first ones that got drilled. And they got --

Q. I'm sorry. Go ahead. I don't mean to interrupt you.

A. And they ultimately got drilled, they ultimately got drilled as a part of the Mid-East Devonian AMI.

Q. Okay. So what other properties or prospects or wells or geologic areas of interest were identified by Mr. Smyers and in your purview or understanding encompassed are subject to this 1999 agreement?

A. I don't know that we expanded our drilling on any other areas except those that happened to fall within that AMI with Mid-East, as I recall.

Q. So, what I was asking and maybe I'm not being clear, I'd like to know what -- you said that the leases that were originally taken in Devonian's name and that Devonian brought to the AMI with Mid-East, that those leases, in your understanding, were subject to the obligations of

the parties under this 1999 agreement with Mr. Smyers; is that correct?

A. Yes.

Q. Okay. Now what I'm asking you is, what other leases or wells of Devonian or anywhere else in your understanding were subject to this 1999 agreement?

A. Well, I don't know specifically. I know that Devonian as an operator didn't drill any wells, okay?

Q. I'm with you. I'm strictly speaking from a lease or a well. I'm trying to identify the geography, not who the operator was. I'm just trying to understand exactly what your understanding of what other properties, besides those initial leases, fall within the purview of this 1999 agreement.

A. I don't know.

MR. ALTOMARE: Do you understand the question?

THE WITNESS: I don't quite know how to answer.

MR. ALTOMARE: I think what he's asking is look, this agreement says he's

going to identify prospects for you.

THE WITNESS: Right.

MR. ALTOMARE: In 2000 he identifies this prospect. Did he identify any other prospects that you drilled up and paid him a 1/64?

THE WITNESS: No. No.

Q. Now, we were talking about specific acreage that he identified and you said that when we were talking about specific acreage, you listed the initial leases that Devonian had that they brought to the AMI and you said that they were subject to, in your understanding, they were subject to the 1999 agreement with Mr. Smyers. And I understand that testimony. What I'm asking you is what other specific leases or geographic parcels of land, in your mind, became subject to this 1999 agreement?

MR. ALTOMARE: The agreement speaks for itself.

MR. PARKER: I'm asking the witness --

MR. ALTOMARE: I know what his

understanding is, but he's not a lawyer. The agreement says flat out what it's supposed to be.

MR. PARKER: I understand. I'm trying to get an answer from the witness and I'm just trying to understand what his understanding of the agreement was. He's a party to the agreement and I'm just trying to have clarity. And I think we're close to having clarity. I just am asking a very clear question that he testified unquestionably that it's his opinion that those first four -- three or four leases in his mind came under this 1999 agreement and the different provisions thereof. And I'm asking him what other specific leaseholds.

MR. ALTOMARE: It's an unfair question because you're missing the second part of the puzzle. You're going from this 1999 agreement to the AMI and that's not the way it works.

MR. PARKER: I'm not going -- I'm strictly focusing on this agreement that everyone's said it's a separate agreement. I can accept that. I'm trying to explore

what properties were subject to this particular agreement, not separate the agreement --

MR. ALTOMARE: But the answer is that ever property, every property that's within this square is subject to that agreement.

MR. PARKER: Well, that may be your position and that may be the Plaintiff's position, but I'm asking for this witness's --

MR. ALTOMARE: But that's what it says.

MR. PARKER: I'm asking for the witness's position. There's time later for your legal argument. I'm asking for this witness's understanding since he was a party to the agreement.

Q. Do you understand my question?

A. I do understand your question. And it would fall, and it would be whatever falls within the scope of this box, okay, and it just so happened that ultimately the AMI with Mid-East encompassed some of the box.

Q. Okay.

MR. ALTOMARE: You can't be any more precise than that.

Q. Now, before we talked a lot about this. We spent a lot of time looking at this map and I recall asking you a lot of questions about particular boundaries of it and I recall, and please tell me if I'm wrong, I'm not trying to trick you or mischaracterize your testimony, but my recollection was that you indicated this was not a prospect. That there was no way to define the particular geographic limits of this box.

MR. ALTOMARE: Objection. He didn't say it wasn't a prospect. He said precisely the opposite. He said it was a prospect.

Q. Whatever you said, what are the boundaries of that prospect? It was identified by Mr. Smyers. Let me ask you, is this the prospect? This, what I'm showing you, Exhibit D which is a map, is this map with the square on it, exactly as it

appears in front of you, is that a prospect?
A. That is the prospective area.
Q. What prospective area?
A. That Larry was to do geologic services within, okay? To tie it down, to track specific property line specific, I can't do that.
Q. Okay. But you're saying it was specific properties within this box somewhere?
A. Yes, sir.
Q. Fair enough.

MR. ALTOMARE: For the record, let me note that the agreement says what townships it embraces.

Q. Okay. Before I was trying to get some clarity too on the procedures that were followed by Devonian, Van Hampton and Mr. Smyers to keep track of this because we had a distinction between operations or acreage Devonian had that was not subject to this 1999 agreement with Mr. Smyers and other leases or operations that were subject to. How did the parties, being Devonian, Van Hampton, and Smyers go about differentiating or keeping track of which areas

and which prospects or which leases Mr. Smyers did provide services?

MR. TALADAY: You're off on a tangent again.

MR. PARKER: I'm not on a tangent. I'm directly on point and I'd like to have an answer. If you want to make an objection, let's note it --

MR. TALADAY: My objection is this --

MR. PARKER: -- but we're going to be here for three days if we have to sit here and every single time I get to a very simple question, what could have a very simple answer, there's an objection.

MR. TALADAY: The witness testified that Smyers was entitled to a lease for anything developed within that box. And now you're asking him if there was some processes by which they determined if there were leasehold activity or activity by Smyers. He testified he's entitled to royalties to what's in that box. I don't know how you can be any clearer than that.

MR. PARKER: That's fine. If you want to make an objection, let's make it, but I really would like it if we could stop characterizing the testimony. I'm trying to understand what he's saying and only use the exact words he uses. That's why I'm asking him exactly the words because otherwise you guys will object. Now, I would appreciate it if everyone else could discontinue characterizing the witness's testimony and let me obtain from the witness his understanding of these particular issues, because I know very well what the legal arguments are, but I'd like to know this witness's testimony.

MR. TALADAY: I will refrain from objecting if you ask fact-specific questions focused in time --

MR. PARKER: I'm not asking you to refrain from objecting. If you have a valid objection, raise it, and we'll note it and we'll go forward. And if later on --

MR. TALADAY: I'd love to go forward. You know, let's keep --

MR. PARKER: And we will.

MR. TALADAY: -- the questions focused, please.

Q. As I said before, sir, Mr. Thompson, we have this 1999 agreement, 1999 agreement, and you said before that there are certain operations that your understanding was Mr. Smyers was supposed to get 1/64, but there were other operations at Devonian that Mr. Smyers was not; is that a fair statement?

A. Yes.

Q. Okay. How did Devonian, Van Hampton, and Smyers go about determining which operations or properties fell within which category?

A. It would have been, had Devonian gone in and leased within the defined area of the agreement, okay, then Larry would have been entitled to the override, all right. Ultimately drilled and made a commercial well, okay, he would have been entitled to it.

Q. You're talking about Exhibit D, as your counsel has indicated multiple times, contains specific listings of townships and counties together with a map on the back with a box on it?

A. Right. That's correct.

Q. Let's talk then specifically about what area is identified by this agreement, Exhibit D. We've got specific political subdivisions which we've talked about before. My understanding is, and please tell me if I'm wrong, that these specific townships that are identified in print are encompassed within the square that is identified on the map that's attached to the Exhibit; is that correct?

A. Certain parts of them.

Q. I'm sorry. What?

A. Certain parts of those townships.

Q. Okay. So then was it your understanding that this area identified by Mr. Smyers was the townships or it was the square, was it both, or is there some other explanation of it?

A. It would have been my understanding generally that it would have fell within the scope of the box. Now the box encompasses parts of Burnside Township, Cooper and so on and so forth, okay? That's how, basically that's how I would have interpreted, I believe today, then.

Q. Okay. Is it true then -- let me ask you -- strike that. Did Devonian have any interest in the area identified by this box as a prospect

prior to its involvement with Mr. Smyers? Isn't that why you sought him out in the first place?

A. We had interest in there, yes. We didn't have any physical interest. We had interest in -- yes, we had interest in going in and taking a look to see if there was any merit to securing leases and ultimately drilling this trend, this area, okay?

Q. That was prior to your involvement with Mr. Smyers?

A. Yes, because that's what why I called Larry. I mean, everybody knows that.

Q. Okay. I understand. So if -- I'm trying to understand then if Devonian already identified this area as an area they're interested in, then what sort of identification services was Devonian and Van Hampton contracting for in this 1999 letter?

MR. TALADAY: When you say this area -- now here's my objection to this question. He didn't say that Devonian or Van Hampton were focused within the area of the box. I think he said in the general Allegheny front region they had interest.

MR. PARKER: No. My question was about the box. My question was specifically about the box. I pointed to the box and the box is in front of the witness. And we're only talking about --

MR. TALADAY: Well, your question on the record didn't focus on the box and I wish you'd be specific for the record as to when you say the area, please define that.

Q. Okay. That's his objection. Do you understand my question, sir?

A. Your question again?

Q. We just -- I believe you just established that you said that you had a general interest in the areas in this box on Exhibit 2D prior to your involvement with Mr. Smyers. And I'm asking you if Devonian already had an interest in this area and we've already --

MR. TALADAY: He didn't say that they had an interest in the areas within that box. That's where your question --

MR. PARKER: Well, let's stop right there and let's ask him then.

Q. Did Devonian have an interest in the box identified on 2D, which is in front of you and which I am pointing to, prior to Devonian's involvement with Mid-East -- or I'm sorry, with Mr. Smyers?

MR. ALTOMARE: Can I ask very briefly for clarification, you don't mean legal interest, you mean a curiosity type of interest?

Q. By interest I mean Devonian identified this area as somewhere that they felt it was worthwhile to pursue oil and gas development?

A. We thought it was worthwhile to pursue oil and gas development from Lockhaven to Renova, okay? You see where I'm pointing outside of the box?

Q. Yes, I do.

A. Okay. All the way down to, down to Osceola Mills, West Decatur in, West Decatur Township, Clearfield. Okay. That whole area, that whole area peeked Devonian's interest, okay, as a prospective development areas, okay?

Q. Okay.

A. We tied this -- but then we, we certainly

narrowed the focus down not to include Western Pennsylvania, okay, to basically this area, this general area.

Q. And now I just want to be clear. Who are you talking about when you say we narrowed it down to this general area?

A. Larry and I.

Q. And by general area you mean this box that's on 2D?

MR. TALADAY: At what point? See --

MR. PARKER: At any point. I'm talking about identifying it as a prospect. It seems to me like once you drill it --

MR. ALTOMARE: Well, you asked him -- you started out by asking him before he got Larry did he have any interest. Now you're saying at any point.

Q. Do you understand my question, sir?

A. Not really.

Q. Okay. I understood you to say that you had a general interest in the area, not just in this box in 2D, but broader than the box?

A. Yes, that's correct.
Q. And that as a result of your dealings with Mr. Smyers, you together identified this box on 2D as somewhere to focus your efforts in oil and gas development; is that correct?
A. I believe that's correct, as I recall now.
Q. Okay. So then is it -- strike that. So it is your understanding then under the 1999 agreement that once Larry helped you make this box that that was all that Mr. Smyers had to do in order to receive the benefits of the 1999 agreement?
A. If there were any -- yeah, as a conclusion to his services in identifying the trends or any acreage that we secured and ultimately happened to get drilled, if it was successful then yes, he had earned it.
Q. Okay. I'm a little bit confused by your response because I'm asking as an initial matter of the initial time when you and Mr. Smyers met, whatever time that was, and you identified or came up with this box --

MR. ALTOMARE: Objection.
MR. PARKER: What is your objection, sir?

MR. ALTOMARE: The testimony was they met at Perkins. He said to Mr. Smyers I'd like you to help me identify a prospect in that general area. Smyers writes back on August 30 -- on August 3, or whenever, of '99 and says I'll do that for you and here's what I want to be paid. Mr. Thompson testified he orally said okay to those terms after making some change in the compensation, and then by 2002, after doing the work, they identified the prospect. And that's when this witness is saying he earned the 64th for anything that would be drilled in that box.

Q. So is it true then what you're saying is that Mr. Smyers didn't earn the 64th payment until after he completed all the things that you mentioned and wells were drilled and production was established?

A. Well, he certainly wouldn't earn it unless there was a productive well. I mean that's just common sense.

Q. Okay. Now I'm talking about -- my question was, not as your counsel had portrayed it. My

question is, I thought, and please tell me if I'm wrong, that you said that you and Mr. Smyers together identified this square as being a smaller area within the larger area that Devonian was interested in focusing its oil and gas operations; is that correct? I recall that you had told me that there was a larger area and --

A. Oh, yeah. And it peeked our interest, but then when we got down to narrowing it down --

Q. That's my question right there. Is it correct that you and Mr. Smyers worked together to narrow it down to come up with this box?

A. I guess that's correct.

Q. Okay. And my question is, in doing that, and only that, did Mr. Smyers earn his 1/64 payment for anything drilled in that box?

A. Yeah, because we identified trend lines in there. Now I'm not saying we went in there and leased up everything that was inside that box. We didn't, okay, but we did do some leasing in there and ultimately did get drilled and it was successful.

Q. I understand that the AMI falls within that box or you're saying parts of it did, I believe. That's not my question. My question is, in regard to the 1999 agreement, which is here, and

the services that are encompassed by that agreement, I'm trying to understand what the agreement was and what had to be done by each party in order to hold up their end of the deal, so to speak, and I'm asking in helping you make this smaller box inside of a bigger box where you had a general interest, did making this box by itself, with nothing further, entitle Mr. Smyers to his 1/64 payment?

A. Larry did some trend line mapping in there and that's what, that's part and parcel to it.

Q. Okay. I understand he would have done other things, but I'm asking about just this, just the location of this box. Did that by itself, without anything further, in your understanding of your agreement with him --

MR. TALADAY: Well, I'm going to object because he already testified as to all the things that Larry did to establish that box. So to ask him a hypothetical question well, what if he had just drawn a box, that's --

MR. PARKER: It's not hypothetical. I'm asking for a point in time. I mean the

contract has obligations and it's a factually determined matter as far as whether or not the contract obligations were fulfilled and it seems to me like a contract, one party can expect a reciprocal obligation of another party until they've complied themselves --

MR. ALTOMARE: But he's already answered the question. He said yes.

Q. Is that --

A. That is my answer, yes.

Q. You're saying that by just drawing this box on 2D that Mr. Smyers was entitled to 1/64 of anything that would drilled by Devonian inside that box?

A. Not by just drawing a line. Hell, I can go out here -- if I can get someone fool enough to pay me by drawing a damn square on a map, I'll do it all day long.

Q. Thank you. That's what I've been looking for. It's not a complicated issue. I understand you completely. Okay. So then you understood that there was to be additional --

MR. ALTOMARE: No. What he --

aren't you listening to him?

MR. PARKER: Yes, I did. He told me --

MR. ALTOMARE: He's testified -- wait a minute. He testified that Mr. Smyers did the geological work. He brought him trends. He brought him maps --

MR. PARKER: That would be based on services within the square.

MR. ALTOMARE: -- and based on that he said okay to this square.

MR. PARKER: No. That's not my understanding, sir. So let's clear this up.

MR. TALADAY: You can ask the question as many times as you want --

MR. PARKER: And I will ask it. Let me please ask the question --

MR. TALADAY: -- and it's already been answered and we're going to object to it every time because you're asking an unfair question.

Q. Mr. Thompson, if you feel I'm being unfair or misleading or asking you compound questions, please let me know because I'm not trying to.

MR. ALTOMARE: No. No. He doesn't have to because I'm his counsel. I'm here to listen for that. Just ask him the question.

Q. That's excellent. At the point at which you and Mr. Smyers worked to determine this box on Exhibit 2D, was there any established production that Devonian had in that box?

A. No -- established production, existing production?

Q. Right.

A. No.

Q. Okay. So at the time when this box was created or drawn, Mr. Smyers had not done any of the other services that you've elaborated on as far as trend lines, et cetera, et cetera; is that correct?

A. Well, no, that's not totally true. We narrowed it down to this general area.

Q. Just so we're clear for the record.

MR. ALTOMARE: Let him finish.

MR. PARKER: I'd like to know what he's referring to, sir. Is he referring to

2d? Please stop yelling at me, sir. We can do this in a civilized manner.

Q. You were drawing, I believe, and it appeared to me like you may be drawing with your finger bigger than the square and I just want to understand if you mean, if you're talking about the square or you mean a bigger area?

A. Sir, I'm talking about, I'm generally talking about the square, okay, and that square on this map, Exhibit E or whatever it is --

Q. D.

A. -- D, is the generalized prospective area, okay --

Q. Okay.

A. -- we got down to. Then within that area, within that box, okay, there were certainly, not all the box would be productive. There's trend lines within it, okay, a potential productive areas and that was identified or at least through Mr. Smyers' interpretation, okay, of identifying trend lines within that general prospective area, okay?

Q. So was it your understanding that these general trend lines that he identified that that was a

necessary prerequisite to him getting the 1/64 payment?

A. Well, yeah. Basically, yes, because, you know, it had to have merit. It had to be drilled on, it had to be drilled on some reason. It had to be drilled on some basis, okay, and that was part of the basis that we, that we went with.

Q. Okay.

A. I mean, you just couldn't draw a box here and say, you know, I think you ought to drill over here. It looks like it's level ground.

Q. Okay. I understand.

A. You see what I'm saying?

Q. I understand exactly. Now, I'd like ask you a question about the timing of what you're talking about. These other services, they would have been after this box was drawn?

MR. ALTOMARE: What other services?

MR. PARKER: The ones that he just referred to.

MR. ALTOMARE: He never said they were other services. The identification of the prospect was part of the service he agreed to in the August 3rd letter. Your

characterization of the testimony is improper.

MR. PARKER: No, it's not, sir. All right. I'm going to ask the question until we get an answer.

MR. TALADAY: Well, before you ask the question, because I join in, your question is not focused so far as time and subject. You aren't asking -- you said other services.

MR. PARKER: That's all I'm asking for is time. That's all -- I'm strictly asking -- I'm not trying to contradict anything he just said. I'm taking what he just said and I'm trying to put a time context to it.

MR. TALADAY: Please do that.

MR. PARKER: And he said that there was something more than just this box. That there was other things done because you couldn't just drill on flat ground. That's generally speaking what he said. And I'm asking time wise were these other services after this box was drawn or were they before or something different.

MR. TALADAY: Identifying trend lines I think is what he said and --

MR. PARKER: But he --

MR. TALADAY: -- please ask him when those trend lines were identified, whether it was --

MR. PARKER: You can ask him your questions when you get done. I'm just trying to get a simple answer to what I believe is a simple question.

Q. And I understand, sir, what you're relating to me as far as the services. That it couldn't just be a general hey, over there on a square. You said, you know, I can go draw on a map all day, but no one's going to pay me for that. There would be other things done. And I'm saying, I'm asking you when were these other things done? Were they before or after this square was identified?

A. Sir, I don't recall. I really don't recall whether it was work in progress before or if it progressed after that, after that --

Q. So you're saying it's possible then that Devonian was doing work and the trend lines were being developed before this --

A. Devonian wasn't. We didn't have the expertise as far as the geologic evaluation of it goes, okay? Now, if you're saying did I have, did Devonian, did Devonian have interest? We're in the oil and gas business, okay, but we're not scientists, okay? So we had an interest in this area, okay, and that's why we took it another step further to get Larry's, to get additional help to identify, to try to narrow it down, okay? It's a big, that's a lot of country and --

Q. So what do you mean by that? Let's talk about that. You said you wanted Larry's help to narrow it down. What do you mean by that?

A. Specific trend lines, okay?

Q. What does that involve? On a day-to-day basis what does that mean to someone that's not in the oil and gas industry?

A. Ask him. He's the geologist. I'm not.

Q. Okay. But I'm not asking for your basis for it, but I mean, what sort of product were you expecting from him as far as the trend line? What does that mean?

A. Just his interpretation of possibly where the productive formations may or -- may or may not be, to try to get your leasing activity narrowed

down to maybe a little bit closer than the western half of the state and just, you know, just a geologic interpretation.

Q. Okay. So you said narrow it down, and correct me if I'm wrong, I thought I heard you say narrow it down so that you're leasing can be more specific than just the general western part of the state, but to be specific townships? Is that what you mean? I mean, I'd like to know --

A. As an initial start, yeah. I mean, you know, that's right.

Q. Would it be so far as to identify specific parcels?

A. Possibly as they, possibly as they, you know -- if you got a general trend line or something, you know, you're going to certainly encompass some prospective acreage.

Q. By general trend line do you mean like a general line on a map? Is that like, you know, running in the direction --

A. Yeah, or a swath, you know, you take a --

Q. A rectangle kind of a thing?

A. Or just a rectangle, elongated rectangle or maybe a kidney-shaped configuration or something of that nature that's, you know, until you drill and

it's all within interpretation.

Q. Okay. So those more specific areas or more refined areas, whatever the shape may be, that was the services that you were expecting to receive from Mr. Smyers?

A. Basically, yeah, just --

MR. TALADAY: Under what context?

MR. PARKER: The 1999 agreement that we've begun talking about for the last three hours.

MR. TALADAY: You haven't been talking about that for three hours. You've jumped from '99 to the Confidentiality Agreement to the employment services. So I want you to be specific in your question as to, you know, when he expected particular services from him.

Q. Do you understand the question, sir?

A. You're still trying to figure out what services that I was trying to get?

Q. Under the 1999 agreement, yes. And we've just gone through and talked at length about areas and kidney-shaped areas and rectangle areas and I

understand what you're saying. And what I'm asking is, were those services part of what you envisioned and what you thought you bargained for under the 1999 agreement with Mr. Smyers?

A. Yes.

MR. PARKER: Why don't we take a lunch break. It's one o'clock. Let's take an hour for lunch. We'll reconvene at two o'clock. Is that acceptable?

MR. TALADAY: Sure.

(Recess taken at 12:58 p.m.)

(Recommenced at 2:07 p.m.)

Q. Okay. Mr. Thompson, we were talking before we broke for lunch about this August 3rd, 1999 agreement or letter, I should say, which evidently led to an agreement between you and Mr. Smyers. I'd like to just make sure I understand correctly, is it your understanding that there was multiple different agreements entered into with Mr. Smyers, like perhaps one for like an independent contractor and then the later one to be an employee or is it all kind of

part of the same agreement that sort of changed attributes or -- I just want to understand exactly what the relationship was like?

A. Well, I believe that basically we certainly did enter into these agreements prior to Larry's employment, okay?

Q. Right. I'm sorry. You said that there were multiple agreements before he was employed?

A. Well, this agreement. The agreements that we've been discussing, Exhibit D, I guess D and this Exhibit 2, yeah.

Q. Okay.

A. There really wasn't, there really was not an employment, written up employment agreement, okay, because we don't, our company doesn't have that as a policy. We don't have a written agreement when we hire anybody.

Q. Okay. And I understand what you said before then that there was no separate agreement at the time when Mr. Smyers was hired as an employee. There was no separate agreement --

A. Employment --

Q. -- there was an understanding between the two of you, correct?

A. Yes.

Q. Okay. Now, this August 3rd, 1999 letter makes reference to Mr. Smyers' personal files. Could you explain how Mr. Smyers' files were used in his services for Devonian? Paragraph 3, at the end of it is where it makes reference to it.

A. Well, I guess as it pertains to this agreement and how I understood it, at least at the time, and I don't really, my understanding, I guess, doesn't change today, that if information that Larry, information that Larry might have had on his person, okay, personally, would be utilized, you know, would be utilized if there was any, and I don't know if there was or there wasn't, okay, but I guess what we had agreed on that if there was information that he had, then that would become part of what he would be providing to us.

Q. And the next paragraph -- actually let me strike that. Move back here. So what types of information were in his files that were used?

A. That I don't know.

Q. Because the agreement seems to say that any information used in prospect and/or program development from my personal files and it has of which copies -- I don't know where that goes in -- will become the property of Hampton Oil and

Gas. So do you know if any of these documents became the property of Hampton Oil and Gas or --

A. No, sir, I don't.

Q. It could have, but you're not sure?

A. Could have, but I'm not sure.

Q. Okay. Now, the next paragraph, No. 4, refers to areas of interest and the areas is plural. Was this Paragraph 4 here, was this sort of a general statement that there would be multiple areas and that, you know, it'd depend on the parties, you know, you and Mr. Smyers would have to identify the area? That there was at least envisioned multiple areas in which his services would be provided?

A. That's, yeah, I guess that's how it could be interpreted and it wouldn't be necessarily one specific area.

Q. Okay. So is it fair to say that one of the particular geographic areas which you hoped or anticipated receiving Mr. Smyers' services was the AMI that was later developed jointly between Mid-East and Devonian?

MR. TALADAY: I'm going to have to object to the form. I'm sorry about that,

but again you're getting into questions --

MR. PARKER: You can object to the form. Okay. We'll note the objection.

A. I guess to answer your question that some of the acreage within the AMI did happen to fall within these areas.

Q. But I mean, was it your understanding like when you, as the contracting party with Mr. Smyers, the party who dealt with him and, you know, basically sought out his services, was it your intention to utilize his services in the area that would later become the AMI?

A. I didn't even know about the AMI. You know, that wasn't even an issue when we entered into these discussions.

Q. It wasn't an issue because it didn't exist?

A. It didn't -- no, it didn't, I mean this was before, this was before the Devonian, Mid-East joint venture.

Q. Okay. But generally speaking that was the geographic area where the AMI was located? That was the general area where you anticipated receiving his services; is that true?

A. Yeah. As it turned out some of that area did

fall within the scope of this.
Q. And there were other areas, like 4 says, there was other areas outside of what related to the AMI Mr. Smyers provided services --
A. Yes.
Q. So did Devonian pay Mr. Smyers the 1/64 that's provided in Paragraph 2 from other areas?
A. No, because there wasn't any development.
Q. Okay. Well, if you could explain then what's the difference then between those two? It seemed to me, I got the impression that Mr. Smyers was providing services outside of the area that would later be the AMI; is that correct?
A. Yes.
Q. But then you also said that Devonian never paid the 64th for those other operations; is that --
A. There were no operations though. I never drilled any wells.
Q. Okay. So is it, if I understand you correctly then, Mr. Smyers provided services for other areas, but it was never drilled, it was never production established?
A. That's correct.
Q. If it had been established, would that, in your opinion, have been something that Devonian would

have paid Mr. Smyers a 64th for each of the wells that were drilled?

A. Yes.

Q. And that's because you had him analyzing, looking at the areas, the trends that we talked about before? Is that the reason why?

A. Yes, sir.

Q. But there were still -- let me ask you, was there a third category of geographic area that Devonian was interested in separate and apart from either the AMI with Mid-East or the other areas worked on by Mr. Smyers that Devonian worked on by itself that there would not have been an obligation to pay a 64th on?

A. In Devonian's other operations?

Q. Right.

A. Devonian was operating in, yes, in other areas outside of the scope of this agreement.

Q. Okay. What was your understanding of Paragraph 5 of this August 3rd letter which says in part, "My professional services will be retained ongoing project technical development?" What is your understanding of what that means?

A. My understanding of that would be that when these, when a lease was taken and an actual well

was drilled and that part of the agreement that Mr. Smyers, he would work up the geology from what he learned from that specific well, okay, and apply that to our ongoing, any ongoing development that it might lead to.

Q. Would that mean like things like offset wells; is that --

A. Yeah. Yeah, or identifying, you know, it might not be a direct offset, but it'd be identifying other prospective locations.

Q. Okay. And these ongoing services that we've been talking about --

MR. ALTOMARE: Objection. They're not ongoing services. Paragraph 5 says that he reserves the right to be retained for any services that Devonian or Hampton would require. It doesn't say that he would provide those service unless he was retained for that purpose.

MR. PARKER: Okay. Your objection is noted.

Q. The ongoing services referred to --

MR. ALTOMARE: There are no ongoing

services referred to, sir, and I'll object again.

MR. PARKER: We have the objection. Please let me ask --

MR. ALTOMARE: No, because you can't ask a question in a form that is blatantly incorrect and expect the deponent to answer it.

MR. PARKER: It is not incorrect, sir, and I'm entitled to ask the questions that I see fit. And if you have an objection, you can note them. And then I can ask the question and then later on if it's tried to be used at trial, that issue will come up. Simply because you feel you have an objection now doesn't mean I cannot ask a question.

MR. ALTOMARE: It does if the form is incorrect and --

MR. PARKER: No, it does not.

MR. ALTOMARE: Yes, it does and I'll just continue to object and if you'd like, you can call the Judge.

MR. PARKER: No, I don't need to call the Judge, but what I will do if we

can't get some sort of an amicable demeanor going on here is we'll just suspend the deposition and I'll wait until the transcript is done and we can file a motion with the Judge and we can come back later.

MR. ALTOMARE: That would be excellent because it would give me the opportunity to demonstrate to the Judge how far off base you have been in this deposition. All you have to do is reframe the question. I'm not preventing you from asking the question.

MR. PARKER: Sir, it's my question to ask. You are not the person taking the deposition and I am entitled to ask questions --

MR. ALTOMARE: You're mouthing --

MR. PARKER: Sir --

MR. ALTOMARE: You're mouthing platitudes which have nothing to do with the issues. The issue is --

MR. PARKER: I don't even understand what the words you're using mean, sir. You're provided under the rules to object. If you have an objection to the

form of the question, please make it.

MR. ALTOMARE: And you have the obligation when the form is improper to rephrase the question.

MR. PARKER: No, I do not.

MR. ALTOMARE: I'm not objecting to the question except insofar as you're using words that are improper and, you know, like asking someone if they still --

MR. PARKER: What is your basis for saying --

MR. ALTOMARE: -- if they still beat their wife. I would never have a client answer that question.

MR. PARKER: What is your basis for saying that my use of the words "ongoing services", since they both appear in Paragraph 5, what is your basis for objecting to my use of the words "ongoing services"?

MR. TALADAY: The terminology and the character of that is professional services.

MR. PARKER: I'd like to -- if you want to give a separate objection, let's get

to it.

MR. TALADAY: I'm sorry.

MR. PARKER: I just want to keep it clear here.

MR. ALTOMARE: There is nothing there about ongoing services. It says, "Ongoing project technical development."

MR. PARKER: "My professional services will be" --

MR. ALTOMARE: "Will be retained ongoing project technical development."

MR. PARKER: And the testimony was that that happened. And that's what I'm referring to is those ongoing services.

Q. So, Mr. Thompson, with respect to the ongoing services that we talked about --

MR. ALTOMARE: Objection. Don't answer the question. Rephrase, please. With respect to the services in Paragraph 5, if that's what you want to ask, then ask the question.

Q. Sir, what professional services were actually

provided by Smyers to Devonian or Van Hampton as envisioned by Paragraph 5 of the August, 1999 letter.

A. He ultimately identified trend lines.

Q. So Paragraph 5 here says his professional services will be retained ongoing project technical development. Was there services in fact retained?

A. Well, I don't know quite -- I guess in answer to your question they were. So, you know, we continued to use his services.

Q. You're saying that you did; is that what you're saying?

A. Uh-huh.

Q. So this agreement that's embodied or represented by this August 3rd letter, were these different terms or obligations that Mr. Smyers had to meet in order to be entitled to the benefits of this agreement or was this on kind of like a piecemeal kind of thing where he could do part of the items and still get all the benefit, but he didn't have to do these things? Was it kind of like an optional thing?

MR. ALTOMARE: Objection. We're

dealing with a page of provisions and covenants in this agreement. And why don't you ask him instead based on each paragraph? If you refer to Paragraph 5, that's not an obligation.

MR. PARKER: I'm asking him if the obligation encompassed by this agreement as a whole, if they were all in fact obligations that Mr. Smyers had to perform in order to be entitled to the benefits of the bargain, one of which was the 1/64 payment from certain leases and wells.

A. I don't think it was an obligation.
Q. What wasn't an obligation?
A. I don't think it was necessarily an obligation once he identified the trends to continue to, I mean, to continue to retain his services to go forward with it. But in the real world, in the real world, yes, we continued to identify trends and that. So keep in mind, when this -- there was nothing. There was no drilling going on when this agreement was in place.
Q. Okay. By Mid-East or Devonian?
A. It wasn't any by Devonian or Van Hampton. I

don't know about Mid-East. I don't -- to my knowledge they weren't doing anything in that area at all.

Q. Okay. So then what was your understanding of this agreement what Mr. Smyers had to do, what services he had to perform for Devonian in order to be entitled to the 1/64 payment, from whatever that turned out to be, but in general, what did he have to do?

A. Basically he had to identify prospective areas within the, you know, trend lines within that prospect area.

Q. What prospect area?

A. The area that we outlined, you know, and then finally, and then ultimately narrowed that area down somewhat from like I stated earlier, we, Devonian's interest was all along that front, okay?

Q. You're referring to the map on Exhibit D; is that what you're referring to?

A. As it ultimately got down to that point, okay?

Q. Okay. But I'm not talking about this specific AMI. I'm talking about this agreement. And I'm understanding your previous testimony that this agreement that Devonian had or Van Hampton had

with Smyers applied to not just the AMI with Mid-East, but other areas as well?

A. It did. That's correct.

Q. So I'm saying in general, not regard to a specific area, but in general what services specifically did Mr. Smyers have to perform in your opinion in order to be entitled to this 1/64 payment?

A. You know, basically just identify prospective trends in there.

Q. And how did he do that or how does one accomplish that?

A. Well, through a geologic evaluation, what information might be available at the state.

Q. Is it services on a continual basis and that would be the identification or is it a particular tangible map that identifies the trend lines or the wells, the leasehold acreage or is it something entirely different?

A. I would say it's probably a combination of, it's probably a combination of identifying on trend lines on a map, getting this thing, you know, narrowed down. Like I said, we had an area that we were interested in and then wanted him to, retained his services to define it more, maybe

not particularly site specific, but narrow it down.

Q. The second to the last paragraph of that letter says, "Details can be worked out at a later date in respect to areas of interest," and continues on. Were these details later, in fact, worked out or was these pretty much the terms of the agreement as they're set forth in this letter?

A. I think these were pretty much the terms and I think that maybe what that paragraph might have a relation to would be the, than this, you know, maybe the other agreement, you know, entering into another agreement. Getting this thing, once you get it narrowed down, get it narrowed down and --

Q. Okay. By narrowed down, how specific are you talking?

A. I guess within the box on this one map.

Q. So you're saying the box on the map is narrowed down from something larger?

A. Well, it's narrowed down from my concept of where I wanted, where I wanted to generally be looking in.

Q. Allegheny Front or something; is that right?

A. Yeah, which was too much of a concept -- just a

concept, okay?

Q. And by too much, do I understand that to mean --

A. Too much geographical area.

Q. Right. A prospect would have to be more narrowed down and centralized in order to be able to lease it and develop it and install pipelines and the infrastructure?

A. Yes.

Q. If an area's too large, that makes the infrastructure and all those items we mentioned impractical?

A. Well, it was just -- well, it was just, it would just need to be narrowed down.

Q. Now, my understanding is this August, 1999 letter represents the employment or -- I'm sorry, the independent contractor compensation. What sort of compensation was paid by Devonian to Smyers as an employee?

A. He was salaried.

Q. He received a salary?

A. Yes.

Q. Did he receive a per diem rate in addition to a salary or did that --

A. No, just a salary and then the company bore any additional expenses required in his job duties.

Q. Did he have like a company vehicle, expense account, anything like that?
A. Yes.
Q. Were there any bonuses or incentives in his employment contract with Devonian?
A. Might have been a year end-type bonus. We generally would do that.
Q. I'm sorry. You said a year?
A. A year end bonus.
Q. Oh, okay. I'm sorry. As an employee was there any sort of an arrangement where he would be paid a certain percentage or a share of production from wells that Devonian was operating?
A. Yes. In addition to Larry's duties as a staff geologist with Devonian, he also did land surfaces, land work for us and secured leases and would be paid an override for acquiring those leases for Devonian.
Q. Now, those overrides that he obtains or he obtained from obtaining leases, how were those overrides documented?
A. They should be, should have been documented. I'm not 100 percent sure, but the record would disclose it that there would have been an assignment. There would have been an assignment

from Devonian Resources to Mr. Smyers specifically for those specific leases that he might have acquired on, for our behalf.

Q. Okay. And by record, you mean the public record --

A. The public record.

Q. -- at the county courthouse?

A. Uh-huh. That's correct.

Q. And did Mr. Smyers, in fact, obtain these leases and receive these override assignments for his services to Devonian as an employee?

A. Yes, he did.

Q. And those things are documented on record, to the best your knowledge?

A. To the best my knowledge.

Q. Okay. And has Devonian, in fact, made payments accordingly to that interest that's represented by a lease -- or I'm sorry, an assignment?

A. Yes, we did up until -- we no longer do because we're no longer the operator of those leases, but up until the time that the operatorship changed, yes, we did.

Q. Are these wells that you're referring to, are they all in the same general area, operated by the same operator?

A. They are basically, basically and maybe in two different geographic areas and that to my knowledge, they probably are, I believe they are operated by the new operator today.
Q. Do you know what counties these are in, these overrides are in?
A. Jefferson and Clearfield.
Q. Do they fall in any other counties or are those the only ones that come to mind?
A. Those are the only ones that come to mind.
Q. So then this agreement -- or this letter, I'm sorry, dated August 3rd, 1999, at what point was production established from a lease or a well within what is called the AMI between Mid-East and Devonian?
A. The exact date, I don't know. There is public records that would show that.
Q. Do you recall if it was before or after the Joint Venture Agreement with Mid-East?
A. It was after the Joint Venture Agreement with Mid-East and the formation of that joint venture and subsequently drilled by Mid-East as operator of that joint venture.
Q. So then is it true then that neither Devonian Resources -- well, I guess strike that because we

established that this Devonian Drilling, L.L.C. wasn't in existence at any time that's relevant here?

A. That's correct.

Q. So is it true then that Devonian Resources never drilled any of the wells that were located in this area of mutual interest until after the joint venture?

A. That is correct.

Q. You said that in total there might have been three or four, something like that, a handful of wells --

A. Initially.

Q. -- that Devonian drilled?

A. Yeah, through the course of the Joint Venture Agreement between Devonian and Mid-East, I believe that Devonian might have physically drilled maybe three to four wells.

Q. Okay. And I believe you stated before that this 1/64 payment referenced in this 1999 letter was based upon commercial production being established; is that what you said, that it wouldn't become due until commercial production was proven?

A. Yeah. You're normally not going to receive

revenue unless you have sales.

Q. Okay. So at what point was it your understanding then that Van Hampton or Devonian would have had an obligation to pay this 1/64 payment that's referred to in this letter to Smyers? At what point, not a calendar date, but at what point in the operations would that payment have been due?

A. That payment would have been due by Mid-East as their obligation in entering into the Joint Venture Agreement that Smyers was part and parcel to that and they would, Mid-East was the operator of that joint venture. So Devonian never paid Larry, but Mid-East did.

Q. Okay. I'm -- like I said, I'm not talking about a specific payment or check. I mean in general in the project or the development of the oil and gas reserve. At what point in the stage of development was that override envisioned by you to be due and payable?

A. On first production of any well.

Q. Any well located in what area? I mean, we're talking about areas on trend lines that you say that Mr. Smyers would have developed?

A. Well, if you're talking about what fell within the AMI between Devonian and Mid-East, those were

the first wells that were drilled, okay, on this project, on this --

Q. This project meaning --

A. -- on this Devonian, Van Hampton, Smyers geologic prospect, geologic evaluation area. Some of the acreage that ultimately wound up at a later date in the Mid-East, Devonian AMI and Joint Venture Agreement. And those were the first, and those were on -- that was on acreage that was the first acreage that had been, that had been developed under the terms of these agreements.

Q. Okay. I'm with you on geology -- I'm sorry, geography and how that came about. But as far as services provided by Mr. Smyers, in order to be entitled to such payment, was there ever a point where he still had to perform services and at the time when he performed a given service, whatever it may be, that's the point at which he became entitled to this 1/64?

A. Well, I believe that the agreement probably Larry fulfilled his, he probably earned his override basically when he identified the general area.

Q. And that was before the joint venture with Mid-East?

A. Yes.

Q. Okay. Then at that point did Devonian convey Mr. Smyers a 1/64 interest in the leases that it had like it did with the other leases that Mr. Smyers got a 1/64 on?

A. You'd have to check the record because I'm not sure if there was an actual, if there was an assignment.

MR. ALTOMARE: I'm going to object to that as asking for a conclusion of law. The document creates the 1/64 and is effectively an Assignment of the 1/64 subject to a condition subsequent and what the deponent testified to is that that condition subsequent was fulfilled. Again, the document speaks for itself.

MR. PARKER: Your objection is noted here and he's already answered the question, so we'll move on.

Q. So you -- I just want to be clear. Then you said that you weren't sure if there was one. So is that correct then that you don't know if an assignment exists?

MR. ALTOMARE: There was one what,

assignment?

MR. PARKER: Yes.

MR. ALTOMARE: Objection. Again, asking for a conclusion of law. Objection as to form. Don't answer. If you want to ask him if he ever signed another document evidencing the transfer of the 1/64, that's fine, but to put in your question whether there was an, quote, "assignment," is not appropriate in light of the fact that we've got a document that evidences the assignment.

MR. PARKER: Mr. Thompson testified that there were other instances where there was an assignment, a term that he used and was obviously familiar with in the oil and gas --

MR. ALTOMARE: What does that have to do with anything?

MR. PARKER: The point is that he said that that happened on other occasions and I'm asking him if this occurred on this occasion.

MR. TALADAY: Okay. In other words, are you asking him was there another

document --

MR. PARKER: I'm asking him was there an assignment. He said there was an assignment --

MR. ALTOMARE: No. You're asking -- assignment is not a factual question. Ask a fact question.

MR. PARKER: It is a fact question. The assignment is a document and he testified that there were documents before --

MR. ALTOMARE: You got a document right here in Exhibit --

MR. PARKER: I'm asking the witness to testify. I'm not asking for argument as far as what the illegal effect of that as an Exhibit are.

MR. ALTOMARE: But you're positing the legal argument by using the word assignment.

MR. PARKER: It's a generic term for a conveyance of an interest in a lease and it was used by the deponent when he was talking about other operations on other 1/64 payments and I'm asking him if the same

thing occurred in regards to the present agreement when the area was identified as he just spoke of. That's the question I'm asking and that's the answer -- I'd like to have an answer to that question.

MR. TALADAY: I just --

A. When the area was identified --

MR. TALADAY: Whoa. I need clarification of the question. In there your question as you posed it to the witness, when you use the word assignment, are you referring to a written assignment document?

MR. PARKER: Yes.

Q. So, Mr. Thompson, I don't want to -- I want to make sure we're on the same page here before you answer the question. What we were talking about was, I asked you at what point Mr. Smyers would have been entitled in your opinion to this 1/64 payment and I believe your response was when the area was identified and you were referring to Exhibit 2D, the map on 2D; is that correct?

A. Yes, sir.
Q. And you also said that that identification occurred before the joint venture with Mid-East?
A. That's correct.
Q. Okay. Now my question is, when that identification occurred, was an Assignment of this 1/64 interest to Mr. Smyers from Devonian or Van Hampton --

MR. ALTOMARE: Objection again. We just got -- all you have to do is do what we ask.

MR. PARKER: I just did.

MR. ALTOMARE: We don't want anything on the record having him concluding --

MR. PARKER: You can make the argument later.

MR. ALTOMARE: -- making a legal conclusion.

MR. PARKER: You can make your argument later.

MR. ALTOMARE: I'm not advocating argument here.

MR. PARKER: Yes, you are.

MR. ALTOMARE: I'm simply objecting. All you have to do is phrase it so that did you sign a document that purported to assign it to him, not whether he assigned it to him.

MR. PARKER: Are you instructing the witness not to answer?

MR. ALTOMARE: Yes, the way it's phrased. Just change your language.

MR. PARKER: So you're saying you're objecting to me asking him did Devonian assign Mr. Smyers and his overriding royalty interest? Was there an Assignment meaning, Mr. Taladay and I just talked, and he said do you mean by assignment a written document? I said yes. And then I asked the question, was there an Assignment --

MR. ALTOMARE: You've missed --

MR. PARKER: No, sir. That's exactly what Mr. Talady said.

MR. ALTOMARE: You've missed the semantics. You don't understand what we're talking about. Look, we've got a document here, Exhibit B --

MR. PARKER: I'm not talking about that, sir. I'm asking a separate question. I do not want to know about Exhibit D. That's D in your hand, but I don't want to know about D. I'm asking him a separate question. I'm asking him, there's an agreement with Mr. Smyers and evidently there was some understanding that he would get some sort of a payment, 1/64 payment. There was prior testimony that assignments were made documenting this. And I'm asking him if there was an Assignment, a similar Assignment for the present interest?

MR. ALTOMARE: And you're not to answer that question. That's a conclusion of law and I better put on the record why I'm objecting just to make this clear.

MR. PARKER: You haven't already?

MR. ALTOMARE: We have -- where are the other Exhibits? May I have the Exhibits, please?

MR. PARKER: (Hands Exhibits to Mr. Altomare.)

MR. ALTOMARE: There was an Exhibit to a Deposition Exhibit D which is the

letter agreement -- the letter offer from Mr. Smyers of August 3rd, 1999 which purports to say if you accept this agreement, which the deponent says he did orally, then I'm vested with a 1/64 interest as soon as I identify a prospect.

MR. PARKER: Sir, is this your objection?

MR. ALTOMARE: Let me finish.

MR. PARKER: Is this your objection?

MR. ALTOMARE: I'm explaining my objection so that when the Court reads this, the Court will understand why I'm objecting.

MR. PARKER: It is to the form of the question?

MR. ALTOMARE: This document -- I'm sorry?

MR. PARKER: Are you objecting to the form of my question?

MR. ALTOMARE: Yes, I am.

MR. PARKER: And what is wrong with the form of my question, asking him if there was an Assignment? I'm asking him legally if there was an effective conveyance. I'm

saying as he used the word, as he understands it, was there an Assignment of this interest and if you want to object to that --

MR. ALTOMARE: I'm objecting to it. I think the way Mr. Taladay phrased it would not be objectionable.

MR. PARKER: That's the way he's phrasing it. I'm the one asking the questions.

MR. ALTOMARE: You apparently don't understand the semantic issue here that's very important.

MR. PARKER: What semantic issue? What is the matter of semantics to you?

MR. ALTOMARE: Do you want to take a crack at it, Matt?

MR. TALADAY: The rub here is, it's like saying to somebody did you have a contract with so and so. That's not the same as saying was there a written contract document signed. One is the conclusion of law.

MR. PARKER: I understand that.

MR. TALADAY: So I think the

objection goes away if you in the context of that question say did you issue a written Assignment document to Mr. Smyers. That question is fine with me.

MR. PARKER: But I'm not looking for just a writing. I want to know was it assigned. I want to know did Devonian ever assign it. I may ask him a follow-up question if he says yes, I did. I'd say okay, well, was there a document? Was it orally? How was it conveyed? And then he can explain that.

MR. TALADAY: And the issue is, you're asking him for something --

MR. PARKER: I'm asking for his understanding.

MR. TALADAY: -- that has legal ramifications.

MR. PARKER: And that will be an objection that could be made at the time of trial or at the time that the testimony's proffered into Court or into evidence. At the present time, this is discovery and I'm asking him a question that is very incredibly pertinent to this lawsuit as far

as whether or not the interest that Mr. Smyers is claiming that he's entitled to from Mid-East, was it ever conveyed by Devonian to Mr. Smyers.

MR. ALTOMARE: And that's a legal question and the answer to the question, sir, is Exhibit D which was -- which is on record.

MR. PARKER: It's not a legal question.

MR. ALTOMARE: It is a legal question. If you're asking him whether he signed another document that happens to be entitled "Assignment" rather than agreement, that's another question and I have no objection to it.

MR. PARKER: I need to get an answer from the witness. You have provided ample argument and testimony. I'm asking for the witness to answer my question. Will the witness be permitted to answer my question as to whether or not after he says that Mr. Smyers became entitled to this 1/64 payment, that this interest was ever memorialized by an Assignment?

MR. ALTOMARE: He's already testified, sir, that Mr. Smyers became entitled to the 1/64 under the agreement of August 3, the letter agreement of August 3. He's already testified to that.

MR. PARKER: Are you instructing him --

MR. ALTOMARE: Now, you want to ask him if he signed another document that memorialized that document?

MR. PARKER: No. I am asking him the question I asked. Are you telling him not to answer?

MR. ALTOMARE: Ask your question again.

Q. My question for you, sir, Mr. Thompson, is after you claim that Mr. Smyers became entitled to a 1/64 payment which was before the joint venture with Mid-East, was this 1/64 interest ever memorialized by Devonian, Van Hampton, and Mr. Smyers via a document?

A. Other than the August 3rd, 1999 agreement agreeing to the 1/64, I don't recall.

Q. That was before the services would have been

provided; is that correct? The August 3rd letter was before the services that were rendered, the identification of the prospect; is that correct?

A. Yes.

Q. Okay. So this letter came before it so it could not have been entered into by the parties to effectuate the conveyance?

MR. ALTOMARE: Objection.

Q. Did Devonian ever assign to Mr. Smyers a 1/64 interest in any particular lease or well?

MR. ALTOMARE: Asked and answered.

Q. I'd like to have an answer to the question, please.

A. I believe that I did.

Q. And what makes you believe that you did?

A. Because that's what I agreed to.

Q. Are you familiar with the document used in the oil and gas industry called an Assignment? You referred to it before when we were talking about Mr. Smyers obtaining other leases and I believe you testified that there was Assignments of

record in Clearfield and Jefferson County showing the conveyance of interest from Devonian to Mr. Smyers as result of his services; is that correct?

A. Yes, sir.

Q. Okay. Is there similar documents -- or were there similar documents entered into by Devonian and Van Hampton pursuant to this August 3rd, 1999 agreement?

A. I don't recall.

Q. Okay.

A. The record at the courthouse would shed light on that.

Q. And as a party to this August 3rd, 1999 agreement, how did you envision that this 1/64 interest would be conveyed to Mr. Smyers? Would it be on a well by well, lease by lease basis or how would that interest be conveyed?

MR. ALTOMARE: Objection.

MR. PARKER: What's your objection?

MR. ALTOMARE: The objection is your -- when you introduced documents in this deposition that demonstrate beyond,

beyond question that there's a 1/64 interest vested in Mr. Smyers with respect to the entirety of the prospect and now you're asking him to contradict those documents.

MR. PARKER: I'm asking him for his understanding of his agreement.

MR. ALTOMARE: That's not what --

MR. PARKER: That's what I said.

MR. ALTOMARE: -- the question was.

MR. PARKER: Can we please read back the question?

MR. ALTOMARE: Yeah, please read back the question.

(Question read as follows:

Q. And as a party to this August 3rd, 1999 Agreement, how did you envision that this 1/64 interest would be conveyed to Mr. Smyers? Would it be on a well by well, lease by lease basis or how would that interest by conveyed?

MR. PARKER: As a party, how did he envision --

MR. ALTOMARE: The form of the

question is improper because there's no foundation for it. And plus, whatever foundation there is contradicts your ability to ask the question. It's -- I mean, it goes beyond irrelevance.

MR. PARKER: I object to the instruction for the witness not to answer and at this time I'm going to temporarily suspend the deposition because it does not seem to me to be at all fruitful for me to proceed forward asking questions, because I'm not able to obtain responses from the witness.

MR. TALADAY: Let's go off the record.

(Discussion held off the record.)

MR. PARKER: We're back on the record. I believe before we went off the record I was indicating that at this time I intend to suspend this deposition because I feel that I am not being given answers to the questions that I am asking and I intend to have the transcript transcribed and

present a motion to the Judge to direct the witness to answer the questions I have asked in accordance with the Rules of Civil Procedure and Discovery. And that's what I intend to do right now.

MR. ALTOMARE: Okay.

(Deposition suspended at 3:09 p.m.)

C E R T I F I C A T I O N

I, Barbara J. Busch, do hereby certify that the foregoing typewritten pages contain a full, true and correct transcription of my shorthand notes taken upon the occasion set forth in the caption hereof, as reduced to typewriting by me or under my direction.

Witness my hand this 11th day of November, 2006, A.D.

Barbara J. Busch

Barbara J. Busch
Court Reporter
Notary Public

ASSIGNMENT AND BILL OF SALE

Devonian Resources, Inc., a Pennsylvania business corporation, hereinafter referred to as "Devonian", with an office address of P. O. Box 329, Pleasantville, PA 16341, for valuable consideration, and with the intent to be legally bound hereby, has assigned, transferred, sold, conveyed and set-over, and by the presents does hereby assign, transfer, sell, convey and set-over, unto Mid-East Oil Company, a Pennsylvania business corporation, hereinafter referred to as "Mid-East", with offices at 255 Airport Road, Indiana, PA 15701, all of the right, title and interest of Devonian in and to all oil and gas property of any kind or nature situate or relating to lands within the political boundaries of Burnside Township, Center County, Pennsylvania (hereinafter the "AMI"), including but not limited to all lease rights, working interests and/or fee interests, all easements and other interests in real estate held in connection with same, all oil and/or gas wells thereon together with all downhole equipment, all production equipment, machinery, fixtures, pipelines and compressors connected thereto, and all tools, maps, electronic mapping data, digital document imaging, tracings, surveys, engineering and engineering work product, seismic, geophysical, geological, geochemical and other geotechnical information and data, logs, contracts, contract rights, licenses, permits, bonds, and all records and documents relating thereto, and all claims and causes of action as relate to any of the same, and further including without limitation by way of enumeration, all of the right, title and interest of Devonian in and to (a) the oil and gas lease and leasehold known as the Commonwealth of Pennsylvania, Pennsylvania Game Commission, State Game Lands No. 100, Tract 100A-00, (b) the Confer lease and leasehold, (c) all right, title and interest of Devonian in and to the leasehold estates,

[redacted]

oil and gas ownership rights and rights-of-way (the "Oil & Gas Agreements") situate in Centre County, Pennsylvania, more particularly set forth and described on Exhibit A attached hereto and made a part hereof, (d) all the right, title and interest of Devonian in the AMI established to explore for and develop Devonian sandstone formations in the Townships of Burnside and Snow Shoe, Centre County, Pennsylvania, and known as the Pine Glen Prospect, the terms and conditions of the AMI being more fully set forth and described in a letter dated August 23, 2000, a copy of which is attached hereto as Exhibit B and made a part hereof, (e) all of the fractional working interests of Devonian and all of the right, title and interest of Devonian in all those certain oil and gas "Wells" situate in Burnside Township, Centre County, Pennsylvania, more particularly designated and described on Exhibit C attached hereto and made a part hereof, (f) all royalty and/or overriding royalty interests of Devonian within the AMI, (g) all right, title and interest of Devonian in and to the natural gas gathering system within the AMI, consisting of all pipelines, compressors and other machinery and equipment used in connection with the transportation of gas production from the flow lines of the wells drilled within the AMI to the transmission lines of the purchasers of gas, as now and hereafter constituted, including all additions, replacements and extensions thereof (the "Gathering System") and (h) all other assets ("Assets") of Devonian that are the subject of the Asset Purchase Agreement between Devonian and Mid-East, dated November 15, 2001, all of the foregoing hereinafter described as the "Oil & Gas Property".

Assignor hereby warrants specially that it has complete legal title to its undivided interest in the Oil & Gas Property free and clear of all liens and encumbrances.

It is further specially warranted that the said leases and agreements are in full force and effect and contain all covenants and obligations of Assignor concerning the oil and gas operations on the leased premises. Assignor disclaims all warranties concerning the quality and quantity of oil and gas that may be produced in the future from the subject oil and gas Well.

Devonian shall have the right to receive payment for all oil and gas produced and marketed from the leases described herein up to the date of the chart change on or about December 27, 2001. Devonian shall also make payment of all expenses incurred in the operation of the subject Wells including the payment of royalties through such production period. Mid-East shall receive payment of all proceeds from the sale of oil and gas form the subject Wells and shall be responsible for all expenses thereafter.

This Assignment and Bill of Sale shall be binding upon and shall enure to the benefit of the parties hereto and their successors and assigns.

TO HAVE AND TO HOLD the entire interest of Devonian and all claims of Devonian in and to the Assets and their hereditaments and the premises herein granted and mentioned, and intending so to be with the appurtenances unto Mid-East, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Assignment and Bill of Sale this 16th day of January 2002.

ATTEST:

Secretary

DEVONIAN RESOURCES, INC.:

By: _____
President

(CORPORATE SEAL)

ATTEST:

Secretary

MID-EAST OIL COMPANY:

By: _____
MARK A. THOMPSON - President

(CORPORATE SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Clarion :

On this the 16th day of January, 2002, before me, the undersigned officer, personally appeared Stanley R. Thompson, who acknowledged himself to be President of DEVONIAN RESOURCES, 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
Stefanie S. Haines, Notary Public
Clarion Boro, Clarion County
My Commission Expires Oct. 16, 2003
Member, Pennsylvania Association of Notaries

_____(SEAL)
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Clarion :

On this the 16th day of January, 2002, before me, the undersigned officer, personally appeared MARK A. THOMPSON, who acknowledged himself to be President of MID-EAST OIL COMPANY, 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.

Stefanie S. Haines (SEAL)
NOTARY PUBLIC

Notarial Seal
Stefanie S. Haines, Notary Public
Clarion Boro, Clarion County
My Commission Expires Oct. 16, 2003
Member, Pennsylvania Association of Notaries

Well Name	County	Township	State	Lease Date	Recording Information
CONFER, WILLIAM C.					
D725	Centre	Burnside	PA	03/01/00	1144/0365
		Lessor: William C Confer and Mary E Confer			
		Lessee: Devonian Resources			
RENOE					
D721	Centre	Burnside	PA	08/01/99	1127/0025
MID2039		*Lessor:* Donna Renoe, et al			
		Lessee: Devonian Resources, Inc.			
STATE GAME LANDS NO. 100					
D727	Centre	Burnside	PA	05/25/00	1303/955
MID2049		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission			
		Lessee: Devonian Resources, Inc.			

EXHIBIT A

DEVONIAN RESOURCES, INC.

P.O. Box 329
Pleasantville, PA 16341
(814) 589-7061
(814) 589-7936 Fax

August 23, 2000

Mr. Mark Thompson
Mid East Oil Company
P.O. Box 1378
Indiana, PA 15701

RE: JOINT VENTURE AGREEMENT (Pine Glen Prospect)

Dear Mark:

This Letter Agreement when accepted by you shall govern the terms and conditions of the joint venture between Devonian Resources, Inc. and Mid East Oil Company (the Parties) which shall be established to explore for and develop Devonian sandstone formations, principally in the Townships of Burnside and Snowshoe of Centre County, Pennsylvania.

1. An Area of Mutual Interest (AMI), shall be established that will include all of Devonians leasehold position in the Pine Glen and all of Mid East leasehold position in this area, in addition to any new acreage that may be acquired by the Parties which lies within the boundaries of the AMI as delineated on the attached Exhibit "A".

2. All leases, both existing and new, shall be subject to a 1/64 ORRI as mandated by a prior agreement between Devonian Resources and a third party providing geologic services for this prospective area, however, the net revenue interest of the leaseholds effecting this joint venture shall not be less than .812500 percent. All current leases held by Devonian Resources and Mid East at the time of the signing of this Joint Venture Agreement, shall be cross assigned to both parties to effectuate an undivided Fifty Percent (50%) interest into each parties leasehold estate. All new leases shall be taken in the name of Mid East Oil Company. Devonian Resources, Inc. shall be assigned a 50% interest in said new leases acquired. Any leases acquired from another company shall be taken by that party as deemed appropriate. Such lease acquisitions, however, will not be made without the consent of both parties. A leasing budget may be proposed by either party and at the mutual consent of both parties, a leasing program will be undertaken and directed by Mid East. The cost of any and all lease acquisition will be borne jointly in accordance with each parties working interest. Any lease acreage proposed by either party not mutually consented to, shall not be a part of the AMI of this Joint Venture Agreement.

EXHIBIT B

3. The initial acreage being contributed by each party going into the AMI will be cost balanced to effectuate a 50%/50% equal costs. Whichever party has an imbalance, the imbalance shall be corrected by a cash payment to the other party. All future costs related to the Joint Venture acreage and wells will be borne jointly in accordance with each parties working interest. Each parties working interest shall be as follows:

Mid East Oil Company - 50%
Devonian Resources, Inc. - 50%

4. Prospect evaluation and the terms and conditions that shall apply are as follows:

A. Mid East desires to use funding from outside this joint venture at no cost to Mid East or Devonian, to drill and complete if warranted, certain location that Devonian and Mid East have mutually agreed upon within the prospect area, and shall do so by drilling a minimum of 8 wells but not more than 15 wells, commencing by September 1, 2000 and having at least the minimum number of wells (8) drilled within 1 year from September 1, 2000.

B. Mid East shall be designated as operator with respect to the drilling, completion, hookup and producing for the first 15 wells. Operator for all subsequent wells drilled will be determined on a mutual basis. Operating fee for any well that can be commercially produced shall be $175.00 per month.

C. After the initial 8 well minimum lease evaluation has been completed, Devonian and Mid-East agree to drill and complete, if warranted, 8 wells per year under the terms of this Joint Venture Agreement and the Operating Agreement.

D. Should either party propose the drilling and development of additional wells above the 8 wells per year specified in subparagraph C. above, and should one of the parties elect not to participate in any or all the proposed additional wells. Then the non-participating party shall be compensated for the loss of future development location(s) in the amount of Five Thousand Dollars ($5,000.00) per location. The election to not participate shall only effect the parties on a location by location basis, and does not change the terms or conditions of this Joint Venture Agreement.

5. Gas Marketing - Mid East and Devonian will mutually agree on the gas marketing strategy and price to be received for the joint venture gas. It is anticipated that the joint venture will sell gas through a third party gas marketing company, and that the produced gas will be sales metered on the Columbia Gas Transmission System or Columbia Gas of Pennsylvania System.

6. **Field Gathering and Compression System**

A. Mid East and Devonian shall design, construct and operate the gas gathering and compression system. Since joint venture gas will be commingled with Mid East (Investor) gas, the joint venture gas will only be charged and pay its pro-rated share of the actual monthly compression cost.

B. Mid East and Devonian will agree on a gathering and compression fee which will be charged to third-party gas, including Mid East or Devonian investor gas. The gathering and compression fee shall be distributed to Mid East and Devonian in accordance with each parties ownership in the gathering and compression system.

7. For volume allocation purposes, all joint venture gas shall be measured at the receipt point meters (wellhead) and pro-rated along with non-joint venture gas meters connected to Mid East's gathering system back to sales volume. Sales volume will be that volume as measured at the delivery point master sales meter where Mid East's gathering system interconnects to Columbia Gas Transmission or Columbia Gas of Pennsylvania.

8. **Drilling and Operating** - All wells in the joint venture will be drilled and operated at cost, subject to those terms and conditions mandated in an Operating Agreement which shall be executed prior to drilling the first joint venture well. The initial term for the joint venture shall be five (5) years unless mutually extended, commencing July 1, 2000.

A. It understood and agreed that both Devonian Resources and Mid East have the right to perform certain field services in regards to the drilling, completion and operations of the joint venture wells and any wells that may be drilled on the joint venture acreage in evaluation. Specifically, Mid East shall have the right to do all service rig work, water hauling and pipeline and well head hookups.

Devonian Resources shall have the right to do all dozer work, drilling and trucking. All of the above services shall be performed at the competitive rates for the same services provided for in the area of this work.

9. Should either party decide to sell their interest in any or all wells drilled on acreage within the boundaries of the AMI, whether they were wells drilled under this joint venture or wells that were drilled to evaluate the acreage within the AMI, the non-selling party shall have the right of first refusal to purchase the interest at the bonafide offer that the selling party received. This right of first refusal shall be for a thirty (30) day period from the time non-selling party has received in writing the terms of any such bonafide offer to purchase.

However, full operating rights shall transfer and revert to the non-selling party, whether non-selling party purchases the selling parties interest or not.

10. If any terms and conditions of this letter conflict with any terms or conditions of a later Operating Agreement set forth in Paragraph 8. above, then the terms and conditions of this letter shall prevail.

11. This Agreement may not be assigned without the express written consent of the non-assigning party.

Very truly yours,
DEVONIAN RESOURCES, INC.

STANLEY R. THOMPSON
President

I, _____, on behalf of Mid East Oil Company, agree to and accept the terms and conditions as set forth in this letter on this 21st day of August 2000.

EXHIBIT C

Well Name	*County*	*Township*	*State*	*Lease Date*	*Recording Information*	*Permit Number*	*Acreage*
MID-EAST OIL COMPANY						(W998B)	
BARNYAK, LOUIS E. #1							
CR-28	Centre	Burnside	PA	10/29/00	1195/1022	37-027-20701	69
MID2020		*Lessor:* Louis E Barnyak					
		Lessee: Mid-East Oil Company					
BARNYAK, LOUIS E. #2							
CR-28	Centre	Burnside	PA	10/29/00	1195/1022	37-027-20702	69
MID2021		*Lessor:* Louis E Barnyak					
		Lessee: Mid-East Oil Company					
BARNYAK, SHANE #1							
CR-27	Centre	Burnside	PA	10/29/00	1195/1026	37-027-20735	28.6
MID2033		*Lessor:* Shane L Barnyak and Michelle L Barnyak					
		Lessee: Mid-East Oil Company					
CONFER, WILLAIM C. #1							
D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20684	700
MID2011		*Lessor:* William C Confer and Mary E Confer					
		Lessee: Devonian Resources, Inc.					

Well Name	County	Township	State	Lease Date	Recording Information	Permit Number	Acreage
MID-EAST OIL COMPANY						(W998B)	
CONFER, WILLIAM C. #10							
D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20704	700
MID2062		*Lessor:* William C Confer and Mary E Confer					
		Lessee: Devonian Resources, Inc.					
CONFER, WILLIAM C. #11							
D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20705	700
MID2067		*Lessor:* William C Confer and Mary E Confer					
		Lessee: Devonian Resources, Inc.					
CONFER, WILLIAM C. #18							
D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20747	700
MID2042		*Lessor:* William C Confer and Mary E Confer					
		Lessee: Devonian Resources, Inc.					
CONFER, WILLIAM C. #19							
D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20748	700
MID2040		*Lessor:* William C Confer and Mary E Confer					
		Lessee: Devonian Resources, Inc.					
CONFER, WILLIAM C. #2							
D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20691	700
MID2012		*Lessor:* William C Confer and Mary E Confer					
		Lessee: Devonian Resources, Inc.					

Well Name	County	Township	State	Lease Date	Recording Information	Permit Number	Acreage

MID-EAST OIL COMPANY

(W998B)

CONFER, WILLIAM C. #20

D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20749	700

MID2041

Lessor: William C Confer and Mary E Confer

Lessee: Devonian Resources, Inc.

CONFER, WILLIAM C. #3

D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20695	700

MID2013

Lessor: William C Confer and Mary E Confer

Lessee: Devonian Resources, Inc.

CONFER, WILLIAM C. #4

D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20696	700

MID2014

Lessor: William C Confer and Mary E Confer

Lessee: Devonian Resources, Inc.

CONFER, WILLIAM C. #5

D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20697	700

D2015

Lessor: William C Confer and Mary E Confer

Lessee: Devonian Resources, Inc.

CONFER, WILLIAM C. #6

D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20698	700

MID2016

Lessor: William C Confer and Mary E Confer

Lessee: Devonian Resources, Inc.

Well Name	County	Township	State	Lease Date	Recording Information	Permit Number	Acreage
MID-EAST OIL COMPANY					(W998B)		
CONFER, WILLIAM C. #7							
D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20699	700
MID2017		*Lessor:* William C Confer and Mary E Confer					
		Lessee: Devonian Resources, Inc.					
CONFER, WILLIAM C. #8							
D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20700	700
MID2018		*Lessor:* William C Confer and Mary E Confer					
		Lessee: Devonian Resources, Inc.					
CONFER, WILLIAM C. #9							
D725	Centre	Burnside	PA	03/01/00	1144/0365	37-027-20703	700
MID2019		*Lessor:* William C Confer and Mary E Confer					
		Lessee: Devonian Resources, Inc.					
CRAWFORD #1							
CR-16	Centre	Burnside	PA	03/21/00	1152/0037	37-027-20777	61.03
MID2057		*Lessor:* Robert D Crawford					
		Lessee: Mid-East Oil Company					
ETTERS #1							
CR-12	Centre	Burnside	PA	03/20/00	1152/0022	37-027-20690	54.10
MID2022		*Lessor:* Grant D Etters					
		Lessee: Mid-East Oil Company					

Well Name	County	Township	State	Lease Date	Recording Information	Permit Number	Acreage
MID-EAST OIL COMPANY						(W998B)	
FORESMAN #1							
PP	Centre	Burnside	PA	08/14/97	949/438	37-027-20755	441
MID2046		*Lessor:* Loran D Foresman and Jon E Foresman					
		Lessee: Phillips Production Company					
FORESMAN #2							
PP	Centre	Burnside	PA	08/14/97	949/438	37-027-20754	441
MID2044		*Lessor:* Loran D Foresman and Jon E Foresman					
		Lessee: Phillips Production Company					
FORESMAN #4							
PP	Centre	Burnside	PA	08/14/97	949/438	37-027-20757	441
MID2051		*Lessor:* Loran D Foresman and Jon E Foresman					
		Lessee: Phillips Production Company					
FORESMAN #5							
PP	Centre	Burnside	PA	08/14/97	949/438	37-027-20758	441
MID2047		*Lessor:* Loran D Foresman and Jon E Foresman					
		Lessee: Phillips Production Company					
FORESMAN #6							
PP	Centre	Burnside	PA	08/14/97	949/438	37-027-20759	441
MID2048		*Lessor:* Loran D Foresman and Jon E Foresman					
		Lessee: Phillips Production Company					

Well Name	*County*	*Township*	*State*	*Lease Date*	*Recording Information*	*Permit Number*	*Acreage*
MID-EAST OIL COMPANY						(W998B)	
FYE #1							
CR-9	Centre	Burnside	PA	02/16/00	1152/0013	37-027-20689	105.88
MID2007		***Lessor:*** Gilbert L Fye and Gloria J Fye					
		Lessee: Mid-East Oil Company					
HAWLEY/FORESMAN #2							
PP	Centre	Burnside	PA	09/05/95	836/305	37-027-20745	660
MID2037		***Lessor:*** David W Foresman, Cynthia A Hawley, Norman L Hawley					
		Lessee: Phillips Production Company					
HOOVER, MELVIN E. #1							
CR-2	Centre	Burnside	PA	01/31/00	1152/0004	37-027-20712	103.42
MID2008		***Lessor:*** Melvin E Hoover and R Lucille Hoover					
		Lessee: Mid-East Oil Company					
LIVERGOOD #1							
CR-30	Centre	Burnside	PA	01/30/01	1210/0983	37-027-20736	385.82
MID2035		***Lessor:*** Robert L Livergood and Margaret J Livergood					
		Lessee: Mid-East Oil Company					
MCCULLOUGH #1							
CR-21	Centre	Burnside	PA	08/02/00	1175/0920	37-027-20685	94.0
MID2006		***Lessor:*** Robert Goldwin McCullough, Travis R McCullough and Matthew R McCullough as tennants in comi					
		Lessee: Mid-East Oil Company					

Well Name	County	Township	State	Lease Date	Recording Information	Permit Number	Acreage
MID-EAST OIL COMPANY					(W998B)		
MULL #1							
CR-6	Centre	Burnside	PA	02/11/00	1152/53	37-027-20686	66.04
MID2005		*Lessor:* County National Bank, Trustee under agreement for Anthony P Mull					
		Lessee: Mid-East Oil Company					
RENOE #1							
D721	Centre	Burnside	PA	08/01/99	1127/0025	37-027-20688	626.5
MID2039		*Lessor:* Donna Renoe, et al					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #19							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20751	3787.6
MID2052		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #20							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20750	3787.6
MID2050		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #21							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20753	3787.6
MID2049		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					

Well Name	County	Township	State	Lease Date	Recording Information	Permit Number	Acreage
MID-EAST OIL COMPANY					(W998B)		
STATE GAME LANDS NO. 100 #22							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20752	3787.6
MID2053		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #23							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20763	3787.6
MID2061		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #24							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20762	3787.6
MID2064		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #25							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20761	3787.6
MID2065		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #26							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20760	3787.6
MID2055		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					

Well Name	*County*	*Township*	*State*	*Lease Date*	*Recording Information*	*Permit Number*	*Acreage*
MID-EAST OIL COMPANY						(W998B)	
STATE GAME LANDS NO. 100 #27							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20764	3787.6
MID2063		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #28							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20766	3787.6
MID2060		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #29							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20765	3787.6
MID2066		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #32							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20771	3787.6
MID2058		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #33							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20772	3787.6
MID2056		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					

Well Name	County	Township	State	Lease Date	Recording Information	Permit Number	Acreage
MID-EAST OIL COMPANY					(W998B)		
STATE GAME LANDS NO. 100 #36							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20774	3787.6
MID2068		***Lessor:*** Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO. 100 #5							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20710	3787.6
MID2054		***Lessor:*** Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO.100 #1							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20692	3787.6
MID2045		***Lessor:*** Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO.100 #10							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20720	3787.6
MID2024		***Lessor:*** Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO.100 #11							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20721	3787.6
MID2028		***Lessor:*** Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					

Well Name	County	Township	State	Lease Date	Recording Information	Permit Number	Acreage
MID-EAST OIL COMPANY					(W998B)		
STATE GAME LANDS NO.100 #12							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20722	3787.6
MID2030		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO.100 #13							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20723	3787.6
MID2029		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO.100 #17							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20740	3787.6
MID2036		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO.100 #2							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20693	3787.6
)2027		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO.100 #3							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20694	3787.6
MID2026		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					

Well Name	*County*	*Township*	*State*	*Lease Date*	*Recording Information*	*Permit Number*	*Acreage*
MID-EAST OIL COMPANY					(W998B)		
STATE GAME LANDS NO.100 #6							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20711	3787.6
MID2023		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO.100 #8							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20718	3787.6
MID2043		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
STATE GAME LANDS NO.100 #9							
D727	Centre	Burnside	PA	05/25/00	1303/955	37-027-20719	3787.6
MID2025		*Lessor:* Commonwealth of Pennsylvania, Pennsylvania Game Commission					
		Lessee: Devonian Resources, Inc.					
WARNER/FORESMAN #1							
PP	Centre	Burnside	PA	08/14/97	949/446	37-027-20726	1425
MID2034		*Lessor:* Loran D Foresman, et ux / Robert A Warner et ux					
		Lessee: Phillips Production Company					
WARNER/FORESMAN #2							
PP	Centre	Burnside	PA	08/14/97	949/446	37-027-20727	1425
MID2032		*Lessor:* Loran D Foresman, et ux / Robert A Warner et ux					
		Lessee: Phillips Production Company					

Well Name	County	Township	State	Lease Date	Recording Information	Permit Number	Acreage
MID-EAST OIL COMPANY					(W998B)		
WARNER/FORESMAN #5							
PP	Centre	Burnside	PA	08/17/97	949/446	37-027-20730	1425
MID2038		*Lessor:* Loran D Foresman, et ux / Robert A Warner et ux					
		Lessee: Phillips Production Company					
WARNER/FORESMAN #7							
PP	Centre	Burnside	PA	08/14/97	949/446	37-027-20732	1425
MID2031		*Lessor:* Loran D Foresman, et ux / Robert A Warner et ux					
		Lessee: Phillips Production Company					
WARNER/FORESMAN #9							
PP	Centre	Burnside	PA	08/14/97	949/446	37-027-20734	1425
MID2059		*Lessor:* Loran D Foresman, et ux / Robert A Warner et ux					
		Lessee: Phillips Production Company					

ASSET PURCHASE AGREEMENT

This Agreement made and entered into this 15th day of November, 2001 by and between **DEVONIAN RESOURCES, INC.**, a Pennsylvania business corporation (hereinafter the "Seller"),

and

MID-EAST OIL COMPANY, a Pennsylvania business corporation (hereinafter "Buyer"),

WITNESSETH THAT:

WHEREAS, Buyer and Seller presently share an area of mutual interest in that geographical area comprised within the political boundaries of Burnside and Snowshoe Townships, Centre County, Pennsylvania (hereinafter the "AMI");

WHEREAS, the shared mutual interest arises out of the ownership by the parties of complementary undivided interests in certain oil and gas assets, hereinafter more particularly defined and situate entirely within the AMI;

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer certain of Seller's interest in those oil and gas assets;

WHEREAS, this Agreement ("Agreement") sets forth the terms and conditions of the sale and purchase between the parties,

NOW THEREFORE, the parties hereto each of whom intending to be legally bound hereby agree as follows:

1. Sale and Purchase of Assets.

(a) Subject to the terms, conditions and exclusions hereinafter set forth, Seller will sell, transfer, assign and deliver to Buyer at Closing (as hereinbelow defined) all of the Seller's right title and interest in and to all oil and gas property of any kind or nature which is situate or relates to lands within the AMI, including but not limited to all lease rights, working interests and/or fee interests, all easements and other interests in real estate held in connection with same, all oil and/or gas wells thereon together with all downhole equipment, all production equipment, machinery, fixtures, and all tools, maps, tracings, surveys, engineering and engineering work product, logs, contracts, contract rights, licenses, permits, bonds, claims and causes of action as relate to any of the same (collectively hereinafter referred to as the "Assets").

Notwithstanding the foregoing, Seller excepts and reserves, and there is excluded from the Assets an undivided 50% interest in and to the natural gas gathering system consisting of all



pipelines, compressors and other machinery and equipment used in connection with the transport of gas production from the flow lines of the wells drilled within the AMI to the transmission lines of the purchasers of gas, as now and hereafter constituted, including all additions, replacements and extensions thereof (the "Gathering System").

(b) The Assets will be transferred and conveyed at closing by proper instrument of assignment executed and acknowledged by the President of Seller.

(c) The application of any law to the contrary notwithstanding, any and all state, federal or local permits shall as between the parties hereto constitute property of and part of the Assets of the Seller to be transferred to the Buyer hereunder, and Seller shall at all times following Closing, upon the request of Buyer, do all things necessary to assure and evidence the transfer of the same to Buyer, including but not limited to the prompt execution, acknowledgment and delivery to Buyer and/or appropriate governmental authorities of such assignments, consents, certifications and other documents or instruments reasonably required by Buyer or such authorities, to effectuate the transfer of same. Buyer however shall bear all costs in connection with the transfer of permits.

2. Purchase Price

The purchase price of the Assets shall be Two Million Two Hundred ($2,200,000.00) U.S. Dollars (the "Purchase Price") payable as follows:

(a) the sum of One Hundred Ten Thousand ($110,000.00) Dollars by way of Bank Cashier's check or wired funds, upon the execution hereof, receipt whereof is hereby acknowledged by Seller, which sum shall be non-refundable; and,

(b) the balance of Two Million Ninety Thousand ($2,090,000.00) U.S. Dollars at Closing, as hereinafter defined.

3. Effective Time and Closing Date.

(a) Provided this transaction shall timely close on the date set forth at subparagraph (b) hereunder, ownership of the Assets shall be deemed to have been transferred from Seller to Buyer immediately upon the change of the production meter charts in the ordinary course of business marking the end of the December 2001 production period and the commencement of the January 2002 production period (the "Effective Time"). All gas metered prior to the Effective Time shall be credited to Seller and Buyer in accordance with their respective interest existing prior to the sale contemplated hereby, and all gas metered thereafter shall be credited to the account of Buyer.

(b) Closing of the sale and purchase of the Assets (the "Closing") will take place at Buyer's offices, Indiana, Pennsylvania at 10:00 o'clock A.M. local time on January 3, 2002 (the "Closing Date").

04/06/04 TUE 10:49 [TX/RX NO 7100]

4. Covenants Concerning the Gathering System

(a) Following closing, the parties will operate the Gathering System as joint venturers, each owning an undivided 50% interest thereof, and not as partners.

(b) Seller's 50% ownership interests in the Gathering System shall extend to all additions, replacements and extensions thereof at any time hereafter made.

(c) Seller shall have no obligation to contribute any capital for any addition, expansion or extension of the Gathering System, nor shall any such cost be assessed against Seller in computing its entitlement to 50% of the net revenues.

(d) Unless otherwise agreed in writing by the parties, all gas transported by the Gathering System(s) shall be subject to a charge of 10% of the purchase price, paid by the Buyer of such gas; at the Delivery Point(s) on the transmission line(s) where the Gathering System(s) may be connected.

(e) Net income from the operation of the Gathering System shall be distributed to the parties monthly.

(f) Buyer covenants and agrees that it will not construct, not will it permit any well at any time drilled within the AMI to use, any system for the collection and transport of gas which is not an addition to or extension of the Gathering System in which Seller has herein retained an interest.

5. Miscellaneous Provisions

(a) Commissions. Seller and Buyer mutually warrant and acknowledge that neither has contracted with nor used a broker or other person who may be entitled to a commission in connection with the transactions contemplated hereby, and that no commission, finder's fee or other compensation is payable to any such person in connection herewith.

(b) Hold Harmless. Buyer shall indemnify, defend and hold harmless the Seller, its employees, agents, officers, directors, successors and assigns from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, including reasonable attorney and expert fees, at any time claimed or asserted following Closing which arise out of or in any way related to the ownership, possession, maintenance, use, operation or disposition of any of the Assets, including but not limited to any and all liabilities claimed by reason of any alleged (i) personal injury to or death of any person, (ii) any alleged breach of any contract obligation or (iii) any violation of any environmental law or regulation.

(c) Further Assurances. Subject to the terms and conditions of this Agreement, each of the parties hereto will use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

04/06/04 TUE 10:49 [TX/RX NO 7100]

ADDENDUM TO

ASSET PURCHASE AGREEMENT

This Addendum to the annexed Asset Purchase Agreement between Devonian Resources, Inc. and Mid-East Oil Company is incorporated into the Asset Purchase Agreement with the intent to be made a part thereof as if the same were set forth at length therein:

(1) Sale and Purchase of Assets

(d) The Seller has good, marketable and indefeasible title to all of the Assets (other than that owned by Buyer), free and clear of the liens or encumbrances of any other person.

(e) The Seller will transfer, assign and deliver to Buyer at Closing all records and documents of Seller relating to the Assets.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Asset Purchase Agreement this 15th day of December 2001.

SELLER

DEVONIAN RESOURCES, INC.

by _____
Stanley R. Thompson, President

BUYER

MID-EAST OIL COMPANY

by _____
Mark A. Thompson, President

(d) Amendment and Modification. This Agreement may be amended, modified or supplemented at any time prior to the Closing Date but only by the written agreement of the parties hereto.

(e) Binding Effect / Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and assigns, but shall not be assignable by any party hereto without the prior written consent of the other party.

(f) Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

(g) Counterparts. This Agreement may be executed in one or more counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to the transactions contemplated hereby.

(i) Product of Negotiation. This Agreement is the product of extensive negotiation among the parties and no construction, interpretation, enforcement, inference or presumption, in favor of or against any party, shall be made as a consequence of the identity of the draftsman of this final statement of the product of such negotiation in the form of this Agreement.

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

SELLER

DEVONIAN RESOURCES, INC.

by _____
Stanley R. Thompson, President

BUYER

MID-EAST OIL COMPANY

by _____
Mark A. Thompson, President

DEVONIAN RESOURCES, INC.

P.O. Box 329
Pleasantville, PA 16341
(814) 589-7061
(814) 589-7936 Fax

August 23, 2000

Mr. Mark Thompson
Mid East Oil Company
P.O. Box 1378
Indiana, PA 15701

RE: JOINT VENTURE AGREEMENT (Pine Glen Prospect)

Dear Mark:

This Letter Agreement when accepted by you shall govern the terms and conditions of the joint venture between Devonian Resources, Inc. and Mid East Oil Company (the Parties) which shall be established to explore for and develop Devonian sandstone formations, principally in the Townships of Burnside and Snowshoe of Centre County, Pennsylvania.

1. An Area of Mutual Interest (AMI), shall be established that will include all of Devonians leasehold position in the Pine Glen and all of Mid East leasehold position in this area, in addition to any new acreage that may be acquired by the Parties which lies within the boundaries of the AMI as delineated on the attached Exhibit "A".

2. All leases, both existing and new, shall be subject to a 1/64 ORRI as mandated by a prior agreement between Devonian Resources and a third party providing geologic services for this prospective area, however, the net revenue interest of the leaseholds effecting this joint venture shall not be less than .812500 percent. All current leases held by Devonian Resources and Mid East at the time of the signing of this Joint Venture Agreement, shall be cross assigned to both parties to effectuate an undivided Fifty Percent (50%) interest into each parties leasehold estate. All new leases shall be taken in the name of Mid East Oil Company. Devonian Resources, Inc. shall be assigned a 50% interest in said new leases acquired. Any leases acquired from another company shall be taken by that party as deemed appropriate. Such lease acquisitions, however, will not be made without the consent of both parties. A leasing budget may be proposed by either party and at the mutual consent of both parties, a leasing program will be undertaken and directed by Mid East. The cost of any and all lease acquisition will be borne jointly in accordance with each parties working interest. Any lease acreage proposed by either party not mutually consented to, shall not be a part of the AMI of this Joint Venture Agreement.

[redacted]

3. The initial acreage being contributed by each party going into the AMI will be cost balanced to effectuate a 50%/50% equal costs. Whichever party has an imbalance, the imbalance shall be corrected by a cash payment to the other party. All future costs related to the Joint Venture acreage and wells will be borne jointly in accordance with each parties working interest. Each parties working interest shall be as follows:

Mid East Oil Company - 50%
Devonian Resources, Inc. - 50%

4. Prospect evaluation and the terms and conditions that shall apply are as follows:

A. Mid East desires to use funding from outside this joint venture at no cost to Mid East or Devonian, to drill and complete if warranted, certain location that Devonian and Mid East have mutually agreed upon within the prospect area, and shall do so by drilling a minimum of 8 wells but not more than 15 wells, commencing by September 1, 2000 and having at least the minimum number of wells (8) drilled within 1 year from September 1, 2000.

B. Mid East shall be designated as operator with respect to the drilling, completion, hookup and producing for the first 15 wells. Operator for all subsequent wells drilled will be determined on a mutual basis. Operating fee for any well that can be commercially produced shall be $175.00 per month.

C. After the initial 8 well minimum lease evaluation has been completed, Devonian and Mid-East agree to drill and complete, if warranted, 8 wells per year under the terms of this Joint Venture Agreement and the Operating Agreement.

D. Should either party propose the drilling and development of additional wells above the 8 wells per year specified in subparagraph C. above, and should one of the parties elect not to participate in any or all the proposed additional wells. Then the non-participating party shall be compensated for the loss of future development location(s) in the amount of Five Thousand Dollars ($5,000.00) per location. The election to not participate shall only effect the parties on a location by location basis, and does not change the terms or conditions of this Joint Venture Agreement.

5. Gas Marketing - Mid East and Devonian will mutually agree on the gas marketing strategy and price to be received for the joint venture gas. It is anticipated that the joint venture will sell gas through a third party gas marketing company, and that the produced gas will be sales metered on the Columbia Gas Transmission System or Columbia Gas of Pennsylvania System.

6. Field Gathering and Compression System

A. Mid East and Devonian shall design, construct and operate the gas gathering and compression system. Since joint venture gas will be commingled with Mid East (Investor) gas, the joint venture gas will only be charged and pay its pro-rated share of the actual monthly compression cost.

B. Mid East and Devonian will agree on a gathering and compression fee which will be charged to third-party gas, including Mid East or Devonian investor gas. The gathering and compression fee shall be distributed to Mid East and Devonian in accordance with each parties ownership in the gathering and compression system.

7. For volume allocation purposes, all joint venture gas shall be measured at the receipt point meters (wellhead) and pro-rated along with non-joint venture gas meters connected to Mid East's gathering system back to sales volume. Sales volume will be that volume as measured at the delivery point master sales meter where Mid East's gathering system interconnects to Columbia Gas Transmission or Columbia Gas of Pennsylvania.

8. **Drilling and Operating** - All wells in the joint venture will be drilled and operated at cost, subject to those terms and conditions mandated in an Operating Agreement which shall be executed prior to drilling the first joint venture well. The initial term for the joint venture shall be five (5) years unless mutually extended, commencing July 1, 2000.

A. It understood and agreed that both Devonian Resources and Mid East have the right to perform certain field services in regards to the drilling, completion and operations of the joint venture wells and any wells that may be drilled on the joint venture acreage in evaluation. Specifically, Mid East shall have the right to do all service rig work, water hauling and pipeline and well head hookups.

Devonian Resources shall have the right to do all dozer work, drilling and trucking. All of the above services shall be performed at the competitive rates for the same services provided for in the area of this work.

9. Should either party decide to sell their interest in any or all wells drilled on acreage within the boundaries of the AMI, whether they were wells drilled under this joint venture or wells that were drilled to evaluate the acreage within the AMI, the non-selling party shall have the right of first refusal to purchase the interest at the bonafide offer that the selling party received. This right of first refusal shall be for a thirty (30) day period from the time non-selling party has received in writing the terms of any such bonafide offer to purchase.

However, full operating rights shall transfer and revert to the non-selling party, whether non-selling party purchases the selling parties interest or not.

10. If any terms and conditions of this letter conflict with any terms or conditions of a later Operating Agreement set forth in Paragraph 8. above, then the terms and conditions of this letter shall prevail.

11. This Agreement may not be assigned without the express written consent of the non-assigning party.

Very truly yours,
DEVONIAN RESOURCES, INC.

STANLEY R. THOMPSON
President

I, _____, on behalf of Mid East Oil Company, agree to and accept the terms and conditions as set forth in this letter on this 20th day of August 2000.

DPA / SIPES

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Division of Professional Affairs
of the American Association
of Petroleum Geologists and
Society of Independent
Professional Earth Scientists

CONFIDENTIALITY AGREEMENT

This Agreement is between LARRY F. SMYERS ("Offeror") and Devonian Resources, Inc. ("Receiver") and sets forth the terms for the presentation to Receiver of an oil and gas exploration prospect (the "Prospect") which will provide Receiver with the opportunity to evaluate the Prospect and to acquire an oil and gas interest (including - but not limited to - drilling or leasing, royalty, and purchase of producing properties) in the Prospect lands on the basis of mutually acceptable compensation to the Offeror.The Prospect is located in the geographical area set forth below and in Exhibit "A", if attached hereto. Since the Prospect, the Prospect information and the geographical area related to the Prospect is secret, proprietary and confidential information developed by Offeror over time and at great expense, Receiver, as consideration for the opportunity to evaluate the Prospect, agrees to the following:

1. **The Geographical Area.** As used in this Agreement, the geographical area on which the Prospect is located ("Geographical Area") is agreed to mean the following:

Certain areas located in Burnside Twp., Centre Co., PA and Cooper Twp., Clearfield Co., PA and Boggs Twp., Clearfield County, PA and West Decatur Clearfield Co., PA. This AREA OF INTEREST CAN be AMENDED by MUTUAL Consent between OFFEROR AND RECEIVER.

A Detailed Geographic AREA will be outlined AND ATTACHED AS Exhibit I

EXHIBIT "A" IS/IS NOT ATTACHED HERETO.

2. **Proprietary and Confidential Information.** The term "Proprietary and Confidential Information" ("PCI") as used in this Agreement is agreed to mean all oral disclosures and information, data and knowledge contained in the documents (whether geological, geophysical, economic, financial or management and whether in the form of maps, charts, logs, seismographs, interpretations, calculations, summaries, opinions or other written or charted means) which are related, directly or indirectly, to the Prospect or to the exploration potential of the Geographical Area, and which are now or hereafter delivered or disclosed by or on behalf of the Offeror to the Receiver. However, the PCI shall not include information to the extent it (a) is now or subsequently becomes part of the public domain through no acts or omissions attributable to Receiver or (b) as shown by Receiver's written records, was rightfully in Receiver's possession prior to disclosure by the Offeror. The Receiver acknowledges that Offeror intends to maintain the confidential, proprietary and secret nature of the PCI.

3. **Restrictions on Receiver's Future Activities.** For the period of ONE (1) years after the date on which Receiver has signed this Agreement, Receiver agrees:

(a) To keep the PCI secret and not to disclose the PCI to any entity or person except to Receiver's employees or consultants necessary to evaluate the Prospect, unless specific written authorization is received from the Offeror; OFFEROR ALSO AGREES TO KEEP CONFIDENTIAL GEOGRAPHIC AREA FOR term of Agreement. (LFS)

(b) To use the PCI solely for the purpose of evaluating the Prospect and not to use the PCI for Receiver's financial advantage without compensation to the Offeror;

(c) Not to purchase or acquire in any manner, directly or indirectly, any oil or gas ownership, leasehold, royalty or other interest within the Geographical Area unless it shall be deemed by such action or otherwise that Receiver has accepted the terms of the Offeror in conjunction with the presentation of the Prospect; OFFEROR will NOT lease (subsequent) IN geographic AREA FOR Term of Agreement. SOME ROYALITIES AND OWNERSHIP in previous drilling programs by Another OPERATOR are owned by OFFEROR but do not conflict with THIS AGREEMENT (LFS)

[redacted]

~~(a) Not to reproduce or make any copies of any of the PCI unless specific written authorization is received from the Offeror except copies used in conjunction with the evaluation of the PCI; and~~ LFS

~~(b) Immediately at the request of the Offeror or within fifteen (15) days of Receiver's rejection of the Prospect, to return to the Offeror all PCI which has been delivered or disclosed to Receiver and to destroy all other related documents (except a copy of this Agreement) including, without limitation, all documents, memoranda, notes, interpretations, data, copies and other written material prepared by Receiver or others utilizing any PCI or in evaluating the Prospect, certifying to the Offeror in writing that Receiver has destroyed all such documents.~~ Not applicable LFS

4. Remedies for Breach of this Agreement by Receiver. Receiver agrees that if this Agreement is breached by Receiver the remedy at law may be inadequate and therefore an injunction, specific performance or other forms of equitable relief or money damages or any combination thereof shall be available. All rights, powers and remedies provided for herein are cumulative, and not exclusive, of any and all rights, powers and remedies at law or in equity as may now or hereafter exist. However, and not withstanding the foregoing, Offeror and Receiver agree that if Receiver shall breach paragraph 3(c) of this Agreement, the remedy shall be only as stated therein, namely, acceptance of terms. The Offeror shall be entitled to recover the cost and expenses incurred in enforcing this Agreement including any attorney's fees.

5. Binding Effect on Receiver and Others. This Agreement entered into by Receiver shall be binding on Receiver and Receiver's officers, directors, employees, agents, attorneys, accountants and representatives. Receiver agrees to inform all such persons and entities of this Agreement and to be liable to the Offeror for the acts of such persons and entities if this Agreement is breached by any one of them. If any part of this Agreement is declared void or unenforceable, the Receiver agrees to be bound by the remaining part of this Agreement.

6. Miscellaneous. The following are also agreed to by Offeror and Receiver:

(a) THIS AGREEMENT AND THE RELATIONSHIP THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF Pennsylvania WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISION;

(b) The Prospect is offered subject to prior sale; and

(c) This Agreement is not intended to and does not create a partnership, joint venture or any other business combination between Receiver and Offeror.

Addenda: This confidentiality Agreement is intended to expand on and Supplement the terms of a letter dated August 3, 1999 to Van Hamilton Oil and Gas Company (RECEIVER) from Larry F. Snyers (OFFEROR) ATTACHED HEREIN AS Exhibit II. This letter OUTLINES terms to provide technical ASSISTANCE to explore for and develop NATURAL GAS AND ASSOCIATED hydrocarbons in the geographical AREA OUTLINED IN Exhibit #1. This AGREEMENT INCLUDES VAN HAMILTON Oil and Gas, it related companies And JOINT INTEREST ACTIVITIES IN THE AREA DEFINED IN EXHIBIT I

AGREED TO AND ACCEPTED:

Stan Thompson Title: President (RECEIVER)

By: _____ Date: _____

Larry F Snyers DATE 2/29/00 (OFFEROR)

LARRY Snyers

LS 6/2/00

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Crawford :

On this, the 21st day of September 2001, before me a Notary Public, the undersigned officer, personally appeared S.R. Thompson - President - Devereaux Resources

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

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
Cecilia R. Adams, Notary Public
City of Titusville, Crawford County
My Commission Expires May 14, 2005
Member, Pennsylvania Association of Notaries

Cecilia R. Adams
Notary Public

STATE OF Pennsylvania :

COUNTY OF Crawford :

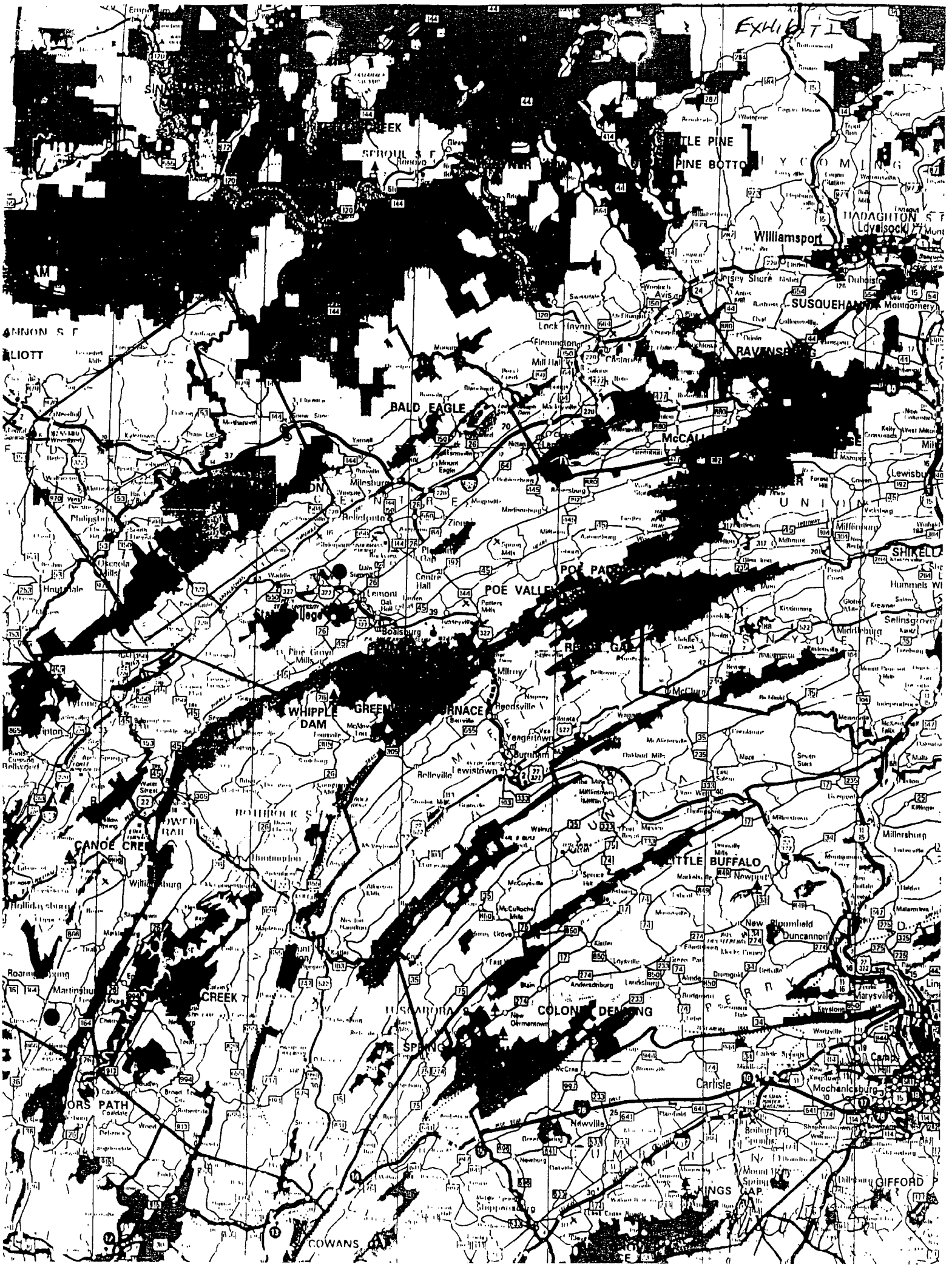
On this, the 21st day of September 2001, before me a Notary Public, the undersigned officer, personally appeared Larry F. Smyers

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

In witness whereof, I hereunto set my hand and official seal.

Cecilia R. Adams
Notary Public

Notarial Seal
Cecilia R. Adams, Notary Public
City of Titusville, Crawford County
My Commission Expires May 14, 2005
Member, Pennsylvania Association of Notaries


EXHIBIT 1
Williamsport
SUSQUEHANNA
BALD EAGLE
McCALL
POE VALLEY
WHIPPLE DAM
CANOE CREEK
LITTLE BUFFALO
COLONEL DENNING
Carlisle
Mechanicsburg
GIFFORD
COWANS GAP

Larry F. Smyers
Petroleum Geologist/Geophysicist

AAPG Certified Petroleum Geologist # 4774
Lic. Prof. Geologist WY, # 221
Reg. Professional Geologist PA, 320G

300 E. Second Ave.
DuBois, PA 15801

Telephone/Fax
814.371.7460

August 3, 1999

Mr. Stan Thompson
Van Hampton Oil & Gas Company
Route 36
Pleasantville, PA

Dear Stan:

It was a pleasure to meet with you to discuss the potential of some areas for natural gas drilling, and my availability to aid you in developing drilling programs.

The following is a brief summary of my proposal to retain my services to develop drilling prospects, and provide technical assistance in the preparation of drilling program prospectuses as well as the various stages of project development. It is my intention to keep it as simple as possible and start working towards some significant drilling projects:

1. Retainer fee of $ ~~2,500~~ 1500 LRS, from which a $ 175/ day fee will be deducted for each day worked on a project (plus necessary expenses). This retainer fee is renewable when the balance from the previous payment is depleted. Prospects and/or programs will be developed as efficiently as professional prudence and economics allow.
2. A 1/64 interest (ORRI) of the gross from the sale of natural gas, associated liquids, or crude oil from each well located in a prospect, or program, I propose.
3. Cost of maps, seismic data, or that data necessary for prospect, and program development, will be borne by Van Hampton and will remain their property. Any information used in prospect and/or program development from my personal files of which copies will become the property of Hampton Oil & Gas.
4. The areas of interest will adhere to the AAPG DPA/ SIPES Confidentiality Agreement attached.
5. When drilling programs develop, my professional services will be retained ongoing project technical development (i.e. site geological consulting etc.).

Details can be worked out at a later date in respect to areas of interest, data necessary for project development, fee renewal schedule, etc. as the projects develop.

I trust this proposal is sufficient to begin discussion towards a rewarding working relationship. Please call me if you have any questions.

Sincerely,

Larry Smyers

Exhibit II

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	: No. 03-1598-CD :
	: Civil Action-Law
Vs.	:
Mid-East Oil Company, Defendant	: Type of Pleading: :
	: ***Motion to Compel Discovery***
Vs.	:
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	: Filed on Behalf of Defendant, Mid-East Oil Company
	: Counsel for Defendant, Mid-East Oil Company
	: Dom W. Greco, Esq. : Pa. ID #16829
	: Nathaniel C. Parker, Esq. : Pa. ID #90993
	: Law Offices of Greco & Lander, P.C. : P.O. Box 667 : Clarion, PA 16214 : (814) 226-6853 : Fax: (814) 226-4951

No Action

FILED
NOV 30 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

MOTION TO COMPEL DISCOVERY

AND NOW, comes the Defendant, Mid-East Oil Company ("Mid-East"), by and through its undersigned legal counsel, and files the within Motion to Compel Discovery seeking to have this Court order Additional Defendants' officer/director, Stanley Thompson, to appear and complete his deposition under the discovery guidelines set forth in the attached proposed order. In support thereof, Mid-East avers as follows:

1. **Deposition Commenced**. On September 14, 2006, Stanley Thompson, officer and director of the Additional Defendants, and all counsel of record appeared at defense counsel's offices, whereupon Defendant, Mid-East Oil Company, commenced oral deposition of Stanley Thompson.

2. **Issues in Dispute**. Discovery was sought against the Additional Defendant's officer/director Stanley Thompson by defendant Mid-East to discover relevant evidence regarding the following underlying issues in dispute:

a. **Terms of Agreement**. What were the exact terms and extent of the agreement between Plaintiff Smyers and the Additional Defendants Van Hampton and Devonian which Plaintiff Smyers suit against Mid-East claims entitled Plaintiff to payment from Mid-East equal to $1/64^{th}$ of the production from certain wells or a certain area?

b. **Geographic Limits**. What were the exact geographic limits of Plaintiff Smyers' claimed interest, and which particular wells and/or leases did Plaintiff Smyers' claimed interest apply to?

c. **Documentation of Interest**. Was Plaintiff Smyers' claimed interest in individual leases or individual wells documented by Additional Defendants Devonian/Van Hampton, or of record?

3. **Deposition Stipulation**. Prior to the deposition, all counsel stipulated that all objections except as to the form of the question were being reserved and held until the time of trial. (See transcript p.122.)

4. **Obstructionist Tactics Employed**. Throughout the course of the deposition, counsel for the Additional Defendants, Attorney Altomare, and counsel for Plaintiff, Attorney Taladay, acted together with unity of purpose and intent by:

- improperly utilizing numerous and repeated improper objections to prevent deponent from answering proper questions asked of the deponent by Mid-East; and

- improperly suggesting through improper speaking objections answers for the witness to give to Mid-East's deposition questions.[1]

5. **Instructions Not to Answer**. On numerous occasions, Attorney Altomare, instructed the deponent not to answer the questions put forth by Mid-East's counsel, none of which instructions were based upon any claim of privilege. (See transcript pp.53, 72, 84, 107, 127, 131, & 207). Specific examples of such instructions are as follows:

a. The following transcript excerpt occurred in response to questioning regarding the Joint Venture Agreement between Mid-East and Devonian (Amended Complaint, Exhibit 2), and the exhibits attached thereto which purported to identify the area of mutual interest ("AMI") between Devonian and Mid-East where Plaintiff Smyers claims a right to payment:

Beginning on page 51, line 14:

Q. Okay. So does that -- after you've looked at that, does that change any of your answers or give you any more details as far as the initial location of it, of the AMI between Mid-East and Devonian?

MR. ALTOMARE: Objection. You placed before this deponent a document to assist him in refreshing his recollection because he could not in earlier answers give you a complete answer and you had nevertheless placed before him an incomplete

00052

document, but not just an incomplete

[1] The entire deposition transcript is being contemporaneously filed of record, and Exhibit A attached hereto, and incorporated herein, contains excerpts from the transcript setting forth the most egregious examples of the vexatious obstructionist tactics employed by the Additional Defendants, and the Plaintiff.

document, the missing part of the document is precisely the relevant part of the document that would go to your question. So --

MR. PARKER: We'll note your objection and my response is that we've been able to determine that the witness has said he does not know if the Exhibit in question ever even existed, but that I have in fact placed before him a true and correct copy of the document as it is attached to both the Amended Complaint as well as the additional defendants Motion for Summary Judgment. So we got the objections out of the way, now --

MR. ALTOMARE: No. It isn't out of the way.

MR. PARKER: Okay. We've noted your objection for the record. **Can we please answer the question?**

MR. ALTOMARE: **No, sir. I'm sorry**.

MR. PARKER: Are you instructing the witness not to answer?

MR. ALTOMARE: I am instructing you, sir, to honor the witness's answer that

00053

this is an incomplete document and, therefore, **you cannot ask him any questions about it**.

b. The following transcript excerpt occurred in response to questioning regarding the Confidentiality Agreement (Amended Complaint, Exhibit 1) between Devonian and Plaintiff Smyers, and the relationship of this document to the AMI referenced in the Joint Venture Agreement between Devonian and Mid-East (Amended Complaint, Exhibit 2):

Beginning on page 72, line 9:

Q. Okay. So that box -- does that box, in fact, represent the AMI between Devonian and Mid-East or does it not?

MR. ALTOMARE: I'm going to object to the question. **Don't answer it.** It assumes a fact that is not only not in evidence, but is clearly erroneous. There's no AMI between Mid-East and in the context of what he's asking you, the AMI was between you and Mid-East -- or rather Devonian and Mid-East.

c. The following transcript excerpt occurred in response to questioning regarding Mid-East's involvement prior to the Joint Venture Agreement in the geographic area that would later become the AMI between Devonian and Mid-East referenced in the Joint Venture Agreement (Amended Complaint, Exhibit 2):

Beginning on p.84, line 84:

A. Repeat your question.
Q. I was asking you if -- you testified before that Mid-East was involved --

MR. ALTOMARE: Objection again. **I'm going to tell him not to answer** until you clarify because if I don't understand what "involved" means, I'm not going to let my client assume something about what it means and answer a question that's ambiguous.

d. The following transcript excerpt occurred in response to questioning regarding the August 3, 1999 letter from Plaintiff Smyers to Stan Thompson (Amended Complaint, Exhibit 1, page 5), which letter of correspondence is alleged by Plaintiff Smyers to be the document which creates his right to payment from Mid-East which is the subject of the underlying litigation:

Beginning on p.106, line 19:

19 Q. Okay. Now, the second paragraph starts off by
20 saying, "The following is a brief summary of my
21 proposal to retain my services." It seems like
22 that's indicating that Mr. Smyers made some sort
23 of a proposal to you regarding retention by Van
24 Hampton of his services; is that true?
25 MR. ALTOMARE: Objection. When?
00107
...
16 MR. PARKER: If the proposal was
17 made. This is a document, a written
18 document and sometimes there are things in
19 written documents that are not true or that
20 may not have occurred. And I'm simply
21 asking the deponent if, in fact, a proposal
22 was made by Mr. Smyers at --
23 MR. ALTOMARE: **Don't answer the**
24 **question**. I object to the form. The letter
25 says, "The following is a brief summary of
00108
1 my proposal," and it follows it up with the
2 contents of the proposal. So how can you
3 possibly ask him if the proposal was made?
4 It's right there in black and white.
...
11 MR. TALADAY: I'll have to follow
12 him with that objection because you're not
13 being specific as to whether there was a
14 proposal other than the one that's set forth
15 in the document and if so, when was it made,
16 how was it made. So that's my problem with
17 it.

e. The following transcript excerpt occurred in response to questioning regarding the employment status of Plaintiff Smyers with the Additional Defendants Devonian and Van Hampton subsequent to the August 3, 1999 letter from Plaintiff Smyers to Stan Thompson (last page of Amended Complaint, Exhibit 1):

Beginning on p. 121, line 1:

1 Q. So at any point did he switch and become an

employee of either Devonian or Van Hampton or was he always an independent contractor?

MR. TALADAY: I'm going to object to the form of the question simply because you said did he switch. That implies that his services pertaining to this contract may have at some point become employment services.

Q. Okay. That's his objection and my question is, at some point, you said he was an independent contractor, did he switch to an employee? Did his status change or was he always an independent contractor?

MR. ALTOMARE: You don't understand, counselor. That was an objection to the form.

MR. PARKER: I understand and it's noted.

MR. ALTOMARE: **You can't ask it again**.

MR. PARKER: Yes, I can.

00122

MR. ALTOMARE: Our stipulation was --

MR. PARKER: That we're holding all objections except for the form of the question.

MR. ALTOMARE: Except for form. **So you can't ask that question again unless you reframe it**.

MR. PARKER: I disagree, Counselor. The objection is noted for the record.

MR. ALTOMARE: Well, **I'm going to instruct him not to answer**.

f. The following transcript excerpt occurred in response to questioning regarding the terms of the understanding or agreement between Plaintiff Smyers and the Additional Defendants Devonian and Van Hampton as referenced in the August 3, 1999 letter from Plaintiff

Smyers to Stan Thompson (last page of Amended Complaint, Exhibit 1) which states in paragraph 5 thereof "*...my professional services will be retained ongoing project technical development*":

Beginning on page 189, line 11:

Q. Okay. And these ongoing services that we've been talking about --

MR. ALTOMARE: Objection. They're not ongoing services. Paragraph 5 says that he reserves the right to be retained for any services that Devonian or Hampton would require. It doesn't say that he would provide those service unless he was retained for that purpose.

MR. PARKER: Okay. Your objection is noted.

Q. The ongoing services referred to --

MR. ALTOMARE: There are no ongoing

00190

services referred to, sir, and I'll object again.

MR. PARKER: We have the objection. Please let me ask --

MR. ALTOMARE: No, because you can't ask a question in a form that is blatantly incorrect and expect the deponent to answer it.

...

00192

MR. ALTOMARE: And you have the obligation when the form is improper to rephrase the question.

...

00193

MR. PARKER: And the testimony was that that happened. And that's what I'm referring to is those ongoing services.

Q. So, Mr. Thompson, with respect to the ongoing services that we talked about --

MR. ALTOMARE: Objection. **Don't answer the question**. Rephrase, please. With respect to the services in Paragraph 5, if that's what you want to ask, then ask the question.

g. The following transcript excerpts occurred in response to questioning regarding whether or not the Additional Defendants Devonian and Van Hampton ever conveyed to Plaintiff Smyers a 1/64th interest in any particular oil and gas lease subsequent to the August 3, 1999 letter from Plaintiff Smyers to Stan Thompson (last page of Amended Complaint, Exhibit 1):

i. **Beginning on page 206, Line 21**:

Q. So you -- I just want to be clear. Then you said that you weren't sure if there was one. So is that correct then that you don't know if an assignment exists?

MR. ALTOMARE: There was one what,

00207

assignment?

MR. PARKER: Yes.

MR. ALTOMARE: Objection. Again, asking for a conclusion of law. Objection as to form. **Don't answer**. If you want to ask him if he ever signed another document evidencing the transfer of the 1/64, that's fine, but to put in your question whether there was an, quote, "assignment," is not appropriate in light of the fact that we've got a document that evidences the assignment.

ii. **Beginning on page 210, line 5**:

Q. Okay. Now my question is, when that identification occurred, was an Assignment of this 1/64 interest to Mr. Smyers from Devonian or Van Hampton --

MR. ALTOMARE: Objection again. We

11 just got -- all you have to do is do what we
12 ask.
...
00211
1 MR. ALTOMARE: I'm simply
2 objecting. All you have to do is phrase it
3 so that did you sign a document that
4 purported to assign it to him, not whether
5 he assigned it to him.
6 MR. PARKER: **Are you instructing**
7 **the witness not to answer**?
8 MR. ALTOMARE: **Yes**, the way it's
9 phrased. Just change your language.

6. **Speaking Objections**. On numerous occasions, both Attorney Altomare, and Attorney Taladay, under the guise of setting forth an objection, improperly suggested testimony or answers to the deponent, Stan Thompson. (See transcript pp. 107, 116, 120, 123, 130, 140, 156, 160, 164, 169, 171, 173, 176, 189, 193, 206, 207, 209, 210, 213, 215, 217, & 220.) Specific examples of such improper speaking objections are as follows:

a. The following transcript excerpt occurred in response to questioning regarding how the Additional Defendants Devonian and Van Hampton kept track of or documented which geographic areas or prospects Plaintiff Smyers in fact provided services for, and was therefore purportedly entitled to receive payments from, and which geographic areas or prospects Plaintiff Smyers did not provide any services and is unquestionably not entitled to any payments:

Beginning on page 159, line 16:
16 Q. Okay. Before I was trying to get some clarity
17 too on the procedures that were followed by
18 Devonian, Van Hampton and Mr. Smyers to keep
19 track of this because we had a distinction

between operations or acreage Devonian had that was not subject to this 1999 agreement with Mr. Smyers and other leases or operations that were subject to. How did the parties, being Devonian, Van Hampton, and Smyers go about differentiating or keeping track of which areas

00160

and which prospects or which leases Mr. Smyers did provide services?

MR. TALADAY: You're off on a tangent again.

MR. PARKER: I'm not on a tangent. I'm directly on point and I'd like to have an answer. If you want to make an objection, let's note it --

MR. TALADAY: My objection is this --

...

MR. TALADAY: The witness testified that Smyers was entitled to a lease for anything developed within that box. And now you're asking him if there was some processes by which they determined if there were leasehold activity or activity by Smyers. He testified he's entitled to royalties to what's in that box. I don't know how you can be any clearer than that.

00161

MR. PARKER: That's fine. If you want to make an objection, let's make it, but I really would like it if we could stop characterizing the testimony. I'm trying to understand what he's saying and only use the exact words he uses. That's why I'm asking him exactly the words because otherwise you guys will object. Now, I would appreciate it if everyone else could discontinue characterizing the witness's testimony and let me obtain from the witness his understanding of these particular issues, because I know very well what the legal arguments are, but I'd like to know this witness's testimony.

MR. TALADAY: I will refrain from objecting if you ask fact-specific questions

18 focused in time –

b. The following transcript excerpt occurred in response to questioning regarding the box drawn on the map attached to the Confidentiality Agreement (Amended Complaint, Exhibit 1, page 4) and the terms of the agreement for services to be rendered by Plaintiff Smyers pursuant to the August 3, 1999 letter from Plaintiff Smyers to Stan Thompson (Amended Complaint, Exhibit 1, page 5):

Beginning on page 168, line 17:

17 Q. Okay. I'm a little bit confused by your response
18 because I'm asking as an initial matter of the
19 initial time when you and Mr. Smyers met,
20 whatever time that was, and you identified or
21 came up with this box --
22
23 MR. ALTOMARE: Objection.
24 MR. PARKER: What is your
25 objection, sir?
00169
1 MR. ALTOMARE: The testimony was
2 they met at Perkins. He said to Mr. Smyers
3 I'd like you to help me identify a prospect
4 in that general area. Smyers writes back on
5 August 30 -- on August 3, or whenever, of
6 '99 and says I'll do that for you and here's
7 what I want to be paid. Mr. Thompson
8 testified he orally said okay to those terms
9 after making some change in the
10 compensation, and then by 2002, after doing
11 the work, they identified the prospect. And
12 that's when this witness is saying he earned
13 the 64th for anything that would be drilled
14 in that box.
15

7. **Relevant Discovery Impeded**. The combined effect of Attorney Altomare's and Attorney Taladay's improper suggestive objections, and Attorney

Altomare's instruction to the witness not to answer, was that Defendant, Mid-East, was precluded and/or obstructed from asking numerous lines of questioning that was either entirely relevant and pertinent to the underlying cause of action, or clearly reasonably likely to lead to the discovery of the relevant evidence thereto.

8. **Reason for Suspending Deposition**. Because Mid-East was being improperly obstructed and precluded from obtaining discovery responses that it was entitled to under the Rules of Civil Procedure, Mid-East's counsel suspended the deposition in order to bring the vexatious obstructive tactics employed by the Additional Defendants and the Plaintiff to the Court's attention, and for a definitive ruling from this Court regarding proper deposition tactics.

9. **Guidelines Sought**. Defendant, Mid-East, seeks to have this Honorable Court issue an order in the form of the attached draft order delineating and prohibiting the improper obstructionist deposition tactics that were exhibited by counsel for the Additional Defendants and Plaintiff's counsel.

10. **Precedent for Discovery Guidelines**. While no Pennsylvania appellate law on such discovery abuses was identified, various federal courts have addressed similar obstructionist tactics employed during the course of depositions, discussed the policy reasons behind F.R.C.P. 32(d)(3) which provisions are substantially similar to Pa.R.C.P. 4016, and issued discovery guidelines identical to those requested by Mid-East herein in the attached order. (See, Hall v. Clifton Precision, a Div. of Litton Systems, Inc., 150 F.R.D. 525 (E.D.Pa. 1993), Damaj v. Farmers Ins. Co., Inc., 164 F.R.D. 559 (N.D.Okl. 1995), Frazier v. Southeastern Pennsylvania Transp.

Authority, 161 F.R.D. 309, (E.D.Pa. 1995), and O'Brien v. Amtrak, 163 F.R.D. 232, (E.D.Pa. 1995).)

11. **Precedent of Purpose of Deposition**. In Frazier, supra., at 315, the Hall, supra., decision was referenced by the Court holding that:

> "*A deposition is meant to be a question-and-answer conversation between the deposing lawyer and the witness.* ***There is no proper need for the witness's own lawyer to act as an intermediary, interpreting questions, deciding which questions the witness should answer, and helping the witness to formulate answers.*** *The witness comes to the deposition to testify, not to indulge in a parody of Charlie McCarthy, with lawyers coaching or bending the witness's words to mold a legally convenient record.* ***It is the witness--not the lawyer--who is the witness***" (emphasis supplied).

12. **Precedent Requiring Continuation of Deposition**. In O'Brien, supra., at 235 it was held that:

> "*First, we find that Defendants' counsel improperly objected to many questions and interposed many speaking objections that may have had the effect of affecting the witness's testimony. Our reading of the depositions indicates that Defendants' counsel spoke almost as much, if not more, than the deponents did.*
> ...
> *Further, as a result of Defense Counsel's conduct, we find it necessary to order second depositions of the deponents named in Plaintiff's Motion.* ***The costs of those depositions will be borne by Defendants, because it is their counsel's conduct that necessitates them.***"

13. **Rule Authority for Requested Order**. Under Pa. R.C.P. 4012, a Court is authorized to make any order which justice requires to protect a party or person from unreasonable oppression, burden or expense.

WHEREFORE, Mid-East respectfully requests that this Honorable Court issue an Order requiring Stan Thompson, officer and director of Additional Defendant

Devonian to appear at the offices of counsel for defendant Mid-East within thirty (30) days of today's date to complete his oral deposition by defendant Mid-East which shall be conducted under the guidelines set forth in the attached Order.

Respectfully submitted:

Dated: NOVEMBER 28, 2006

Dom W. Greco, Esq.
Pa. Id. #16829
Nathaniel C. Parker, Esq.
Pa. Id. #90993
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P. O. Box 667
Clarion, PA 16214
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IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

CLEARFIELD COUNTY RULE L208.2E – CERTIFICATION AS TO MOTION REGARDING DISCOVERY

The undersigned counsel for Defendant, being the moving party to the within Motion to Compel and Motion for Sanctions, hereby certifies that the undersigned counsel has conferred or attempted to confer with all interested parties in order to resolve this matter without Court intervention.

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IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

ORDER

AND NOW, this ____ day of _____, 200__, upon consideration of the foregoing Motion to Compel Discovery, it is hereby ORDERED that:

1. A rule is issued upon Plaintiff and the Additional Defendants to show cause why the Defendant is not entitled to the relief requested;

2. Argument in regards to the said Motion shall be held on _____, _____, 200_____ at _____ A.M./P.M. in Courtroom No. 1 of the Clearfield County Courthouse; and

3. Notice of the entry of this Order shall be provided to all parties by the Defendant.

BY THE COURT:

_____
Hon. Frederic J. Ammerman, P.J.

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

ORDER

AND NOW, this ____ day of _____, 200__, upon consideration of the Defendant's Motion to Compel Discovery, the responses thereto of Plaintiff and the Additional Defendants, and for good cause shown, it is hereby ORDERED as follows:

1. Stanley Thompson, officer and director of the Additional Defendants, shall provide three alternative dates within thirty (30) days of today's date to Mid-East's counsel on which he will appear at the offices of counsel for Mid-East to complete his oral deposition by Mid-East, which shall be commenced on one of the three dates selected by Mid-East, and conducted under the guidelines set forth hereinafter.

2. The following guidelines for discovery depositions are hereby imposed:

   a. At the beginning of the deposition, deposing counsel shall instruct the witness to ask deposing counsel, rather than the witness' own counsel, for clarifications, definitions, or explanations of any words,

questions, or documents presented during the course of the deposition. The witness shall abide by these instructions.

b. All objections, except those which would be waived if not made at the deposition under Pa. R.C.P. 4016, and those necessary to assert a privilege, to enforce a limitation on evidence directed by the Court, or to present a Motion pursuant to Pa. R.C.P. 4012, shall be preserved. Therefore, those objections need not and shall not be made during the course of the deposition.

c. Counsel shall not direct or request that a witness not answer a question unless that counsel has objected to the question on the ground that the answer is protected by a privilege or a limitation on evidence directed by the Court.

d. Counsel shall not make objections or statements which might suggest an answer to a witness. Counsels' statements when making objections should be succinct and verbally economical, stating the basis of the objection and nothing more.

BY THE COURT:

_____

Hon. Frederic J. Ammerman, P.J.

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Motion to Compel Discovery**", was sent by U.S. mail, postage prepaid, on NOVEMBER 28, 2006, to other counsel of record addressed as follows:

Joseph E. Altomare, Esq.
P.O. Box 373
Titusville, PA 16354-0373

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
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GRECO & LANDER, P.C.:

By Nathaniel Parker (SEAL)
NATHANIEL C. PARKER, ESQ.

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EXHIBIT A

Deposition Excerpts Demonstrating Obstructionist Tactics of Additional Defendants & Plaintiff

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'*Incomplete Document*' Precludes Posing Question, Instruction not to Answer

*09-14-~1.SUM: Page 46 Line 9 to Page 53 Line 18

9 Q. Let me mark it as an Exhibit and then I will give
10 it to you and your counsel and you can take a
11 look at it and first of all make sure that it's
12 correct. And then after, if that's found, then
13 we can -- you can take a look at it. Maybe that

will help you.

(Deposition Exhibit C marked for identification.)

Q. (Hands document to witness.)

MR. ALTOMARE: Counsel, the agreement refers to an Exhibit A which is the delineated beginning point of the AMI. Do you have that?

THE WITNESS: I don't find it attached to this.

00047

MR. PARKER: There is no other document attached to the Amended Complaint and that's where I made that copy from is the documents attached to the Amended Complaint. I believe it's one, two, three, four pages and then the Amended Complaint goes on to the Assignment and Bill of Sale which is a separate document you already have. So that is the total of the document that I have that was attached to the Amended Complaint. So if there's something else, I don't have that.

MR. ALTOMARE: Well, then we'd object. I mean, the fact that it's attached to a complaint does not authenticate the document as true and complete.

...

00048

...

Q. Bear with me for just a moment. Okay. Sir, I'm now looking at the document that you filed which is your Motion for Summary Judgment and as Exhibit C of that, you've attached a copy of the Joint Venture Agreement and I do not see any additional documents other than what's in front of you. Would you like to look at this, what I have in front of me which is your document?

A. Let me look at that just briefly.

MR. ALTOMARE: Well, for the record we'll stipulate that the copy of the Joint Venture Agreement attached to Additional Defendants Motion for Summary Judgment does

not have attached to it Exhibit A.
00049
...
Q. Okay. So I would agree with you then on Exhibit C, which I've put in front of you, it mentions an Exhibit A?
A. Yeah.
Q. But you're saying that you don't have any specific recollection whether or not that was ever created by the parties; would that be fair to say?
A. That would be fair to say. That would be fair to say.
Q. Okay. That's fine. No problem. Okay. So
00050
Exhibit C then we've determined is a complete copy of --

MR. ALTOMARE: No, we have not, sir.

Q. Please let me finish the sentence. Exhibit C is a complete copy of the Exhibit that was attached to your Motion for Summary Judgment, that's what I'm saying and I believe we said it is?

MR. ALTOMARE: You're carrying coals to New Castle. The fact that my document or our document in the Summary Judgment Motion may be incomplete has no bearing on whether you can put before this deponent an incomplete document.
MR. PARKER: What I'm saying is that I put forth a complete copy of your Exhibit. That's what I'm asking. Can we agree that Exhibit C in front of the deponent is a true and correct and complete copy of the same Exhibit that was attached to the additional defendants Motion for Summary Judgment?
00051
MR. ALTOMARE: We'll stipulate to that. In fact, I put that on the record already.
MR. PARKER: Okay. Well, there we go. A simple answer to a simple question.

6
...
14 Q. Okay. So does that -- after you've looked at
15 that, does that change any of your answers or
16 give you any more details as far as the initial
17 location of it, of the AMI between Mid-East and
18 Devonian?
19
20 MR. ALTOMARE: Objection. You
21 placed before this deponent a document to
22 assist him in refreshing his recollection
23 because he could not in earlier answers give
24 you a complete answer and you had
25 nevertheless placed before him an incomplete
00052
1 document, but not just an incomplete
2 document, the missing part of the document
3 is precisely the relevant part of the
4 document that would go to your question. So
5 --
6 MR. PARKER: We'll note your
7 objection and my response is that we've been
8 able to determine that the witness has said
9 he does not know if the Exhibit in question
10 ever even existed, but that I have in fact
11 placed before him a true and correct copy of
12 the document as it is attached to both the
13 Amended Complaint as well as the additional
14 defendants Motion for Summary Judgment. So
15 we got the objections out of the way, now --
16 MR. ALTOMARE: No. It isn't out of
17 the way.
18 MR. PARKER: Okay. We've noted
19 your objection for the record. Can we
20 please answer the question?
21 MR. ALTOMARE: No, sir. I'm sorry.
22 MR. PARKER: Are you instructing
23 the witness not to answer?
24 MR. ALTOMARE: I am instructing
25 you, sir, to honor the witness's answer that
00053
1 this is an incomplete document and,
2 therefore, you cannot ask him any questions
3 about it.
4 MR. PARKER: Now, I'm sorry. You
5 may note your objection for the record and

that's fine. I'm entitled to ask my question.
MR. ALTOMARE: I'm instructing you not to answer.

Q. So you had an initial AMI with Devonian's leases and then it was expanded; is that correct?

MR. PARKER: First before we go any further, please note on the record my objection to counsel's instruction to the witness not to answer as I believe it's inappropriate and unfounded.

Instruction not to Answer

*09-14-~1.SUM: Page 72 Line 9 to Page 74 Line 13

Q. Okay. So that box -- does that box, in fact, represent the AMI between Devonian and Mid-East or does it not?

MR. ALTOMARE: I'm going to object to the question. Don't answer it. It assumes a fact that is not only not in evidence, but is clearly erroneous. There's no AMI between Mid-East and in the context of what he's asking you, the AMI was between you and Mid-East -- or rather Devonian and Mid-East.
MR. PARKER: I don't understand your objection, sir. You just -- that's what I asked him. I said does that, does this document represent the AMI between Devonian and Mid-East?

00073

MR. ALTOMARE: In the joint venture? At what point in time are we talking about?
MR. PARKER: At any time. The AMI as the term, we have it down to --
MR. ALTOMARE: He's already testified that the AMI was an expandable concept.
MR. PARKER: And --
MR. ALTOMARE: If you look -- let me finish. If you look at the document it

says that each party will contribute equal number of leases and the AMI grows with the contribution of leases.

MR. PARKER: And he also testified that it could not be expanded and was not expanded beyond the particular subdivisions and I understand that we may have maybe one of the two, but still there was a finite limit of political boundaries. And I'm asking if this map demonstrates the boundaries of that AMI that Devonian had with Mid-East?

MR. ALTOMARE: I don't know how you can answer the question. For the record,

00074

we're looking at a map with black and white lines that really have no, and as you put it, Counsel, no political boundaries, no meets and bounds.

MR. PARKER: I would agree. I mean, if the answer's no, it can be no. I just, you know, I just would like to have an answer to, you know, Devonian was a party to creating this and you're more familiar than anyone else in this room with what the AMI was. So that's the reason why I'm asking the question.

Collusion to Obstruct, Instruction not to Answer

*09-14-~1.SUM: Page 83 Line 17 to Page 84 Line 25

Q. I understand you don't recall that, but I mean, you have a specific recollection that Mid-East was involved in the general area, not with Devonian, but separate and apart --

MR. ALTOMARE: I'm going to object and ask you to define "involved" because I don't know what that means. You say thought about it in their head, they wrote it on a

00084

blackboard, they got a lease --

Q. If any word I use is unclear to you, you know, we can go through it like we did with the prospect

Let me ask for clarification. You're asking him about which agreement? Are you asking him about the agreement that the defendant's testified came about by oral acceptance of the August 3rd, 1999 letter with the change in the retainer? That's one agreement. Or are you talking about the later confidentiality agreement that pertains only to the particular AMI?

MR. PARKER: My understanding from the witness was is that Exhibit D Confidentiality Agreement was part and parcel to and the ultimate acceptance of the

00117

letter August 3rd, 1999.

MR. TALADAY: Did you hear him say that?

MR. ALTOMARE: That's not what he testified to. He testified, as my recollection is, that he got a letter on August 3rd, that's the Exhibit to Exhibit D that he dickered with Mr. Smyers over the $2,500 retainer, got it down to 1500 and then orally agreed to that.

Q. How many agreements does Devonian, Van Hampton have with Larry Smyers?

A. Signed agreements?

Q. I'm just trying -- your counsel has offered testimony on your behalf. I need your testimony, not --

MR. ALTOMARE: I didn't offer testimony. That's what he testified to, sir. We can go back and look at the record.

Collusion to Obstruct, Objection Precludes Posing Question, Documentation of Stipulation**

*09-14-~1.SUM: Page 120 Line 22 to Page 122 Line 20

Q. Okay. So he was basically an outside consultant as a result of the agreement that came out of this August 3rd, 1999 letter?

A. To my knowledge, yes.

00121

Q. So at any point did he switch and become an employee of either Devonian or Van Hampton or was he always an independent contractor?

MR. TALADAY: I'm going to object to the form of the question simply because you said did he switch. That implies that his services pertaining to this contract may have at some point become employment services.

Q. Okay. That's his objection and my question is, at some point, you said he was an independent contractor, did he switch to an employee? Did his status change or was he always an independent contractor?

MR. ALTOMARE: You don't understand, counselor. That was an objection to the form.

MR. PARKER: I understand and it's noted.

MR. ALTOMARE: You can't ask it again.

MR. PARKER: Yes, I can.

00122

MR. ALTOMARE: Our stipulation was --

MR. PARKER: That we're holding all objections except for the form of the question.

MR. ALTOMARE: Except for form. So you can't ask that question again unless you reframe it.

MR. PARKER: I disagree, Counselor. The objection is noted for the record.

MR. ALTOMARE: Well, I'm going to instruct him not to answer.

MR. TALADAY: I'll tell you a form of the question which will be acceptable to me along those lines, at any time did Larry Smyers become an employee of either Devonian or Van Hampton. That question is fine with me.

Collusion to Obstruct

*09-14-~1.SUM: Page 123 Line 19 to Page 125 Line 22

Q. And then what was the cause of him going from independent contractor and continuing providing services to becoming an employee of Devonian?

MR. TALADAY: Objection.

MR. ALTOMARE: Objection. You haven't established by asking him a question whether he ever ceased being a contractor with respect to this August 3rd agreement. It's entirely possible, indeed probably the truth, that he was both an employee of Devonian and continued to operate as an independent contractor with respect to this agreement.

Q. Is what your attorney is saying, is that what happened?

A. You'll have to -- present your question again.

MR. PARKER: Could we read back what counselor just reiterated on behalf of the additional defendants so that I can see if the witness will agree or disagree or state something in the alternative?

A. Did you ask me when Larry became an employee?

Q. I don't recall the exact words of the question because every question I've asked you has been objected to a long those lines. So I don't --

MR. ALTOMARE: Well, every one -- your question was why did Larry switch from being a contractor to an employee and that's why I objected.

MR. PARKER: That was my question and then you gave an explanation. And my question to the witness was --

MR. ALTOMARE: I didn't give an explanation. I objected.

MR. PARKER: But you said perhaps

it could be the case and you listed a particular set of circumstances that may have been the case and that's what I'm asking is if the witness agrees with what you represented.

MR. ALTOMARE: Why don't you just ask him did he ever cease being a contractor while he was an employee?

MR. PARKER: Because I'm entitled to ask the questions that I want to ask.

MR. ALTOMARE: You're absolutely right. We're just trying to help you.

MR. PARKER: Oh, yeah. Note my objection to that one.

Instruction not to Answer Because of Legal Conclusion

*09-14-~1.SUM: Page 126 Line 15 to Page 127 Line 10

Q. I'm not talking about exclusivity. I'm talking about did you make two separate checks to him at one time? Did you pay him once as an employee and then pay him at the same time with a different check as being an independent contractor?

A. No. No, not that I recall.

Q. Okay. So is it true then that at the point at which he became an employee, he ceased being an independent contractor?

MR. ALTOMARE: Objection. Calls

00127

for a legal conclusion.

MR. PARKER: Are you instructing the witness not to answer the question?

MR. ALTOMARE: Yeah. It's a matter of form. You're --

MR. PARKER: You're saying yes, you're telling him not to answer?

MR. ALTOMARE: Yes, I am.

MR. PARKER: Note my objection to that on the record.

Instruction not to Answer Because of "*Rather Than*"

*09-14-~1.SUM: Page 130 Line 5 to Page 131 Line 10

Q. Now, did you approach Larry about becoming an

employee rather than being an independent contractor? Did he approach you? How did that come about?

MR. ALTOMARE: Objection.
MR. PARKER: What's your objection, sir?
MR. ALTOMARE: Just as to form. Your question was did you approach him to be an employee rather than an independent contractor. The implication being that he somehow waived his 1/64 override under the contract and, you know, we're not going to sit here and let you do that unless you can demonstrate that the deponent will answer the question that in fact he considered that override waived.
MR. PARKER: I'm not asking any questions about the overriding royalty. I'm not asking any questions about that. I'm simply asking and trying to understand the man's employment relationship. Are you instructing the witness not to answer my question?
MR. ALTOMARE: Well, because of the form of the question, yeah, the "rather than" because that hasn't been established and it's an improper question.
MR. PARKER: Okay. Then I object to your objection.

Collusion to Obstruct – "*Our Position*"

*09-14-~1.SUM: Page 139 Line 9 to Page 143 Line 25

Q. Okay. So as a result of your initial agreement then with Mr. Smyers, what was your understanding that Devonian was going to be paying -- I guess I should back it up. I don't want to confuse you. That letter is to Van Hampton, not Devonian. So, but he ultimately became an employee of only Devonian; is that right?

MR. TALADAY: You're mixing the letter with the agreement.

MR. PARKER: I'm asking him -- I first started when we came back from the break and asked him when the initial agreement was and he said it was in response to whenever he orally agreed to this August, 1999. And so that's why I'm using this letter as a point of reference because my

00140

understanding is there may or may not be some other documents or agreements reached at a later time. And I want to focus him on this particular agreement.

MR. ALTOMARE: The reason why we're having problems here is -- let me lay out what our position is so that you know why you're not getting answers from him that make sense.

MR. PARKER: But I don't -- I really would like to just have him testify rather than have your argument.

MR. ALTOMARE: It's not an argument.

MR. TALADAY: It's an attempt to --

MR. ALTOMARE: It's not an argument.

MR. PARKER: You just said you were going to lay out your argument.

MR. ALTOMARE: I didn't say argument.

MR. TALADAY: -- continuing objections, I think it's necessary that you understand our position because otherwise we're going to continue to run into these

00141

roadblocks and objections. Maybe if we come to an understanding here, it will expedite the process.

MR. ALTOMARE: Our understanding factually and my client's understanding factually of what happened here was that Mr. Smyers and Mr. Thompson came to an agreement that if he found a prospect and that prospect got developed, he would get a 1/64 royalty. So that was in August of 1999. The next thing that happened is he found a prospect which you keep calling the

AMI. We'll make it clear. So you please let me know if anything I ask you is unclear.
A. Repeat your question.
Q. I was asking you if -- you testified before that Mid-East was involved --

MR. ALTOMARE: Objection again. I'm going to tell him not to answer until you clarify because if I don't understand what "involved" means, I'm not going to let my client assume something about what it means and answer a question that's ambiguous.
MR. PARKER: Please note my objection to counsel instructing the witness not to answer. I will move on.
MR. ALTOMARE: You realize that's to the form of the question, right?
MR. PARKER: No, I do not, sir.
MR. ALTOMARE: Well, that's your problem, I guess.

*09-14-~1.SUM: Page 100 Line 13 to Page 100 Line 24

Q. Now, with regard to this particular joint venture, when did you first become involved with Larry Smyers?

MR. ALTOMARE: I'm going to object to the form of the question.
MR. TALADAY: Yeah, me too.
MR. ALTOMARE: Stop using the word "involved" because it has no definition. It could mean anything from intimate sexual relationships to saying hello on the street. I mean, what do you mean?

Collusion to Obstruct

*09-14-~1.SUM: Page 100 Line 25 to Page 101 Line 17

Q. When was your first contact with Larry Smyers?

00101

A. As it pertains to this document here or --
Q. Yes -- no. When was your first contact with Larry Smyers pertaining to the joint venture or the area of mutual interest that we've been talking about here?
A. Between Devonian and Mid-East?

7 Q. Right. I mean, the area that's encompassed by --
8
9 MR. ALTOMARE: I'm going to object
10 to the form. Direct him to the area rather
11 than --
12 MR. PARKER: Right.
13 MR. ALTOMARE: -- to the joint
14 venture --
15 MR. TALADAY: -- particularly the
16 question the way you asked it.
17

Collusion to Obstruct

*09-14-~1.SUM: Page 106 Line 19 to Page 111 Line 5
19 Q. Okay. Now, the second paragraph starts off by
20 saying, "The following is a brief summary of my
21 proposal to retain my services." It seems like
22 that's indicating that Mr. Smyers made some sort
23 of a proposal to you regarding retention by Van
24 Hampton of his services; is that true?
25 MR. ALTOMARE: Objection. When?
00107
1 MR. PARKER: At any time.
2 MR. ALTOMARE: You just read a
3 sentence that says in a letter dated August
4 3rd, "The following is a brief summary of my
5 proposal." Are you asking him whether this
6 is, what's contained in the letter is
7 identical to the proposal that he may or may
8 not have made at the Perkins meeting; is
9 that what you're asking him?
10 MR. PARKER: No. I'm asking him if
11 in fact a proposal was made. This letter
12 says --
13 MR. ALTOMARE: Well, you just read
14 that it is being made in the letter. So my
15 question is, what are you asking him?
16 MR. PARKER: If the proposal was
17 made. This is a document, a written
18 document and sometimes there are things in
19 written documents that are not true or that
20 may not have occurred. And I'm simply
21 asking the deponent if, in fact, a proposal
22 was made by Mr. Smyers at --
23 MR. ALTOMARE: Don't answer the

question. I object to the form. The letter says, "The following is a brief summary of
00108
my proposal," and it follows it up with the contents of the proposal. So how can you possibly ask him if the proposal was made? It's right there in black and white.

MR. PARKER: I'm asking this witness if the proposal was made. This letter purports to be a summary of the proposal and I'd like to know if the actual proposal was made. And I'd like to ask him questions about the proposal.

MR. TALADAY: I'll have to follow him with that objection because you're not being specific as to whether there was a proposal other than the one that's set forth in the document and if so, when was it made, how was it made. So that's my problem with it.

MR. PARKER: Well, I understand that you may be looking for ambiguity, but this is discovery where I'm trying to determine information from a material witness and I have a document who indicates things happened. The document itself is not stand-alone proof of it. The actual event itself is what, is the fact in issue and I'm
00109
asking this witness about the facts that gave rise or are purportedly represented in this document. I'm not asking him to question this document. I'm asking him about the facts giving rise to the document and I've simply showed him the document because he was --

MR. TALADAY: Okay. And I think the problem --

MR. PARKER: Let me finish. He was indicating that he was not certain as far as time and I figured a particular letter with a date may help to narrow the time and focus on the course of events since it's been a couple of years.

MR. TALADAY: My problem is I don't know whether or whether or not you're asking

him that during the course of his meeting with Larry Smyers that a proposal similar, identical to, or --

MR. ALTOMARE: Precisely.

MR. TALADAY: -- completely opposite to this was discussed. See, you didn't preface your questions so far as time and place.

00110

MR. PARKER: I'm not trying to limit it at that. I'm asking in general was the proposal made? Did Larry Smyers make a proposal to this witness, Mr. Thompson? And I specifically said did he make such a proposal? This letter regards to a proposal and I said did Mr. Smyers make such a proposal to Mr. Thompson? And then we've been on objections now for the last couple minutes.

MR. TALADAY: Yeah, that's because I don't understand. Is your question did he get this letter with the proposal in it or did Mr. Smyers make this proposal verbally at Perkins? If you would simply --

MR. PARKER: I don't know the answer to those questions.

MR. TALADAY: -- differentiate or ask him both those questions, I don't have a problem.

MR. PARKER: I don't know the answer to your questions. That's why I'm asking him. Those are the exact type of questions that I'd like to know the answers to and I'm asking him to tell me. I started

00111

off very --

MR. ALTOMARE: Why don't you refrain the question so maybe we'll better understand.

MR. TALADAY: Yeah.

Collusion to Obstruct

*09-14-~1.SUM: Page 116 Line 12 to Page 118 Line 6

MR. ALTOMARE: Hold on a second.

AMI, but it's not. It's the prospect that he's identified after doing geologic work.

MR. TALADAY: And that's where we're getting our terminology mixed. You keep interchanging AMI with prospect area.

MR. ALTOMARE: So Exhibit D is the first prospect that he identified. He earned what -- his position ostensibly is, is he earned the 1/64 once he identified the prospect only if the wells were drilled on it. Then the next step is he got hired to do geologic work within that prospect to do certain things to find the best places

00142

within the prospect to drill. His job wasn't to get leases. It doesn't say that here or any place else. You keep going off on these tangents and that's why you're not getting responses from the deponent that makes sense.

MR. PARKER: Are you adding anything in there or --

MR. TALADAY: No. That's my position exactly. You have to differentiate between responsibilities under the initial August 3rd letter, any responsibilities or rights under the Confidentiality Agreement that deals with that particular Pine Glen Prospect, and that's what we've called it, Pine Glen Prospect, and if you want differentiating your questioning of Larry's responsibilities under the employment agreement, which we think is a whole separate deal, please do that and --

MR. PARKER: So you're saying there's three different agreements from your position? You've got the August '99, the confidentiality, and the employment? I'm here to find out these questions and I'm

00143

trying to ask him --

MR. TALADAY: You can call them the terms and conditions of the employment as an agreement if you'd like, but we're saying there are two separate agreements in writing here at issue and so if you're referring to

rights and responsibilities under a particular agreement, refer to the agreement itself.

MR. PARKER: Which that's what I'd thought I'd done. That's why I started out by saying that I had this August 3rd, 1999 --

MR. TALADAY: But what you did in your last question, and the reason I objected to your last question is because you in the course of one question were asking about terms of that August 3 letter and terms of Mr. Smyers employment, which are diametrically opposed.

MR. PARKER: Interesting. Okay. Can we proceed with questioning now?

MR. TALADAY: Please. Please proceed.

- - -

Altomare Testifying for Client

*09-14-~1.SUM: Page 154 Line 11 to Page 157 Line 21

Q. I'm with you. I'm strictly speaking from a lease or a well. I'm trying to identify the geography, not who the operator was. I'm just trying to understand exactly what your understanding of what other properties, besides those initial leases, fall within the purview of this 1999 agreement.

A. I don't know.

MR. ALTOMARE: Do you understand the question?

THE WITNESS: I don't quite know how to answer.

MR. ALTOMARE: I think what he's asking is look, this agreement says he's

00155

going to identify prospects for you.

THE WITNESS: Right.

MR. ALTOMARE: In 2000 he identifies this prospect. Did he identify any other prospects that you drilled up and paid him a 1/64?

THE WITNESS: No. No.

8

...

And I understand that testimony. What I'm asking you is what other specific leases or geographic parcels of land, in your mind, became subject to this 1999 agreement?

MR. ALTOMARE: The agreement speaks for itself.

MR. PARKER: I'm asking the witness --

MR. ALTOMARE: I know what his

00156

understanding is, but he's not a lawyer. The agreement says flat out what it's supposed to be.

MR. PARKER: I understand. I'm trying to get an answer from the witness and I'm just trying to understand what his understanding of the agreement was. He's a party to the agreement and I'm just trying to have clarity. And I think we're close to having clarity. I just am asking a very clear question that he testified unquestionably that it's his opinion that those first four -- three or four leases in his mind came under this 1999 agreement and the different provisions thereof. And I'm asking him what other specific leaseholds.

MR. ALTOMARE: It's an unfair question because you're missing the second part of the puzzle. You're going from this 1999 agreement to the AMI and that's not the way it works.

MR. PARKER: I'm not going -- I'm strictly focusing on this agreement that everyone's said it's a separate agreement. I can accept that. I'm trying to explore

00157

what properties were subject to this particular agreement, not separate the agreement --

MR. ALTOMARE: But the answer is that ever property, every property that's within this square is subject to that agreement.

MR. PARKER: Well, that may be your position and that may be the Plaintiff's position, but I'm asking for this witness's --

MR. ALTOMARE: But that's what it says.

MR. PARKER: I'm asking for the witness's position. There's time later for your legal argument. I'm asking for this witness's understanding since he was a party to the agreement.

Q. Do you understand my question?
A. I do understand your question.

Taladay Testifying for Deponent, Mid-East Request to Cease

*09-14-~1.SUM: Page 159 Line 7 to Page 162 Line 3

Q. Okay. But you're saying it was specific properties within this box somewhere?
A. Yes, sir.
Q. Fair enough.

MR. ALTOMARE: For the record, let me note that the agreement says what townships it embraces.

Q. Okay. Before I was trying to get some clarity too on the procedures that were followed by Devonian, Van Hampton and Mr. Smyers to keep track of this because we had a distinction between operations or acreage Devonian had that was not subject to this 1999 agreement with Mr. Smyers and other leases or operations that were subject to. How did the parties, being Devonian, Van Hampton, and Smyers go about differentiating or keeping track of which areas

00160

and which prospects or which leases Mr. Smyers did provide services?

MR. TALADAY: You're off on a tangent again.
MR. PARKER: I'm not on a tangent.

I'm directly on point and I'd like to have an answer. If you want to make an objection, let's note it --

MR. TALADAY: My objection is this --

MR. PARKER: -- but we're going to be here for three days if we have to sit here and every single time I get to a very simple question, what could have a very simple answer, there's an objection.

MR. TALADAY: The witness testified that Smyers was entitled to a lease for anything developed within that box. And now you're asking him if there was some processes by which they determined if there were leasehold activity or activity by Smyers. He testified he's entitled to royalties to what's in that box. I don't know how you can be any clearer than that.

00161

MR. PARKER: That's fine. If you want to make an objection, let's make it, but I really would like it if we could stop characterizing the testimony. I'm trying to understand what he's saying and only use the exact words he uses. That's why I'm asking him exactly the words because otherwise you guys will object. Now, I would appreciate it if everyone else could discontinue characterizing the witness's testimony and let me obtain from the witness his understanding of these particular issues, because I know very well what the legal arguments are, but I'd like to know this witness's testimony.

MR. TALADAY: I will refrain from objecting if you ask fact-specific questions focused in time --

MR. PARKER: I'm not asking you to refrain from objecting. If you have a valid objection, raise it, and we'll note it and we'll go forward. And if later on --

MR. TALADAY: I'd love to go forward. You know, let's keep --

MR. PARKER: And we will.

00162

MR. TALADAY: -- the questions focused, please.

Collusion to Obstruct

*09-14-~1.SUM: Page 164 Line 13 to Page 166 Line 14

Q. Okay. I understand. So if -- I'm trying to understand then if Devonian already identified this area as an area they're interested in, then what sort of identification services was Devonian and Van Hampton contracting for in this 1999 letter?

MR. TALADAY: When you say this area -- now here's my objection to this question. He didn't say that Devonian or Van Hampton were focused within the area of the box. I think he said in the general Allegheny front region they had interest.

00165

MR. PARKER: No. My question was about the box. My question was specifically about the box. I pointed to the box and the box is in front of the witness. And we're only talking about --

MR. TALADAY: Well, your question on the record didn't focus on the box and I wish you'd be specific for the record as to when you say the area, please define that.

Q. Okay. That's his objection. Do you understand my question, sir?

A. Your question again?

Q. We just -- I believe you just established that you said that you had a general interest in the areas in this box on Exhibit 2D prior to your involvement with Mr. Smyers. And I'm asking you if Devonian already had an interest in this area and we've already --

MR. TALADAY: He didn't say that they had an interest in the areas within that box. That's where your question --

MR. PARKER: Well, let's stop right there and let's ask him then.

00166
1 Q. Did Devonian have an interest in the box
2 identified on 2D, which is in front of you and
3 which I am pointing to, prior to Devonian's
4 involvement with Mid-East -- or I'm sorry, with
5 Mr. Smyers?
6
7 MR. ALTOMARE: Can I ask very
8 briefly for clarification, you don't mean
9 legal interest, you mean a curiosity type of
10 interest?
11
12 Q. By interest I mean Devonian identified this area
13 as somewhere that they felt it was worthwhile to
14 pursue oil and gas development?

Altomare Testifying

*09-14-~1.SUM: Page 168 Line 17 to Page 169 Line 15
17 Q. Okay. I'm a little bit confused by your response
18 because I'm asking as an initial matter of the
19 initial time when you and Mr. Smyers met,
20 whatever time that was, and you identified or
21 came up with this box --
22
23 MR. ALTOMARE: Objection.
24 MR. PARKER: What is your
25 objection, sir?
00169
1 MR. ALTOMARE: The testimony was
2 they met at Perkins. He said to Mr. Smyers
3 I'd like you to help me identify a prospect
4 in that general area. Smyers writes back on
5 August 30 -- on August 3, or whenever, of
6 '99 and says I'll do that for you and here's
7 what I want to be paid. Mr. Thompson
8 testified he orally said okay to those terms
9 after making some change in the
10 compensation, and then by 2002, after doing
11 the work, they identified the prospect. And
12 that's when this witness is saying he earned
13 the 64th for anything that would be drilled
14 in that box.
15

Collusion to Obstruct, "*Going to Object Every Time Because Unfair Question*"

*09-14-~1.SUM: Page 171 Line 12 to Page 173 Line 22

Q. Okay. I understand he would have done other things, but I'm asking about just this, just the location of this box. Did that by itself, without anything further, in your understanding of your agreement with him --

MR. TALADAY: Well, I'm going to object because he already testified as to all the things that Larry did to establish that box. So to ask him a hypothetical question well, what if he had just drawn a box, that's --

MR. PARKER: It's not hypothetical. I'm asking for a point in time. I mean the

00172

contract has obligations and it's a factually determined matter as far as whether or not the contract obligations were fulfilled and it seems to me like a contract, one party can expect a reciprocal obligation of another party until they've complied themselves --

MR. ALTOMARE: But he's already answered the question. He said yes.

Q. Is that --

A. That is my answer, yes.

Q. You're saying that by just drawing this box on 2D that Mr. Smyers was entitled to 1/64 of anything that would drilled by Devonian inside that box?

A. Not by just drawing a line. Hell, I can go out here -- if I can get someone fool enough to pay me by drawing a damn square on a map, I'll do it all day long.

Q. Thank you. That's what I've been looking for. It's not a complicated issue. I understand you completely. Okay. So then you understood that there was to be additional --

MR. ALTOMARE: No. What he --

00173

aren't you listening to him?

MR. PARKER: Yes, I did. He told

me --
MR. ALTOMARE: He's testified -- wait a minute. He testified that Mr. Smyers did the geological work. He brought him trends. He brought him maps --
MR. PARKER: That would be based on services within the square.
MR. ALTOMARE: -- and based on that he said okay to this square.
MR. PARKER: No. That's not my understanding, sir. So let's clear this up.
MR. TALADAY: You can ask the question as many times as you want --
MR. PARKER: And I will ask it. Let me please ask the question --
MR. TALADAY: -- and it's already been answered and we're going to object to it every time because you're asking an unfair question.

*09-14-~1.SUM: Page 173 Line 23 to Page 174 Line 5
Q. Mr. Thompson, if you feel I'm being unfair or misleading or asking you compound questions, please let me know because I'm not trying to.

MR. ALTOMARE: No. No. He doesn't have to because I'm his counsel. I'm here to listen for that. Just ask him the question.

Altomare Yelling

*09-14-~1.SUM: Page 174 Line 14 to Page 175 Line 2
Q. Okay. So at the time when this box was created or drawn, Mr. Smyers had not done any of the other services that you've elaborated on as far as trend lines, et cetera, et cetera; is that correct?
A. Well, no, that's not totally true. We narrowed it down to this general area.
Q. Just so we're clear for the record.

MR. ALTOMARE: Let him finish.

MR. PARKER: I'd like to know what he's referring to, sir. Is he referring to 2d? Please stop yelling at me, sir. We can do this in a civilized manner.

Collusion to Obstruct, Counsel Testifying

*09-14-~1.SUM: Page 176 Line 14 to Page 178 Line 10

Q. I understand exactly. Now, I'd like ask you a question about the timing of what you're talking about. These other services, they would have been after this box was drawn?

MR. ALTOMARE: What other services?

MR. PARKER: The ones that he just referred to.

MR. ALTOMARE: He never said they were other services. The identification of the prospect was part of the service he agreed to in the August 3rd letter. Your characterization of the testimony is improper.

MR. PARKER: No, it's not, sir. All right. I'm going to ask the question until we get an answer.

MR. TALADAY: Well, before you ask the question, because I join in, your question is not focused so far as time and subject. You aren't asking -- you said other services.

MR. PARKER: That's all I'm asking for is time. That's all -- I'm strictly asking -- I'm not trying to contradict anything he just said. I'm taking what he just said and I'm trying to put a time context to it.

MR. TALADAY: Please do that.

MR. PARKER: And he said that there was something more than just this box. That there was other things done because you couldn't just drill on flat ground. That's generally speaking what he said. And I'm asking time wise were these other services after this box was drawn or were they before

25 or something different.
00178
1 MR. TALADAY: Identifying trend
2 lines I think is what he said and --
3 MR. PARKER: But he --
4 MR. TALADAY: -- please ask him
5 when those trend lines were identified,
6 whether it was --
7 MR. PARKER: You can ask him your
8 questions when you get done. I'm just
9 trying to get a simple answer to what I
10 believe is a simple question.

Collusion to Obstruct, Can't Pose Question if Counsel Objects**

*09-14-~1.SUM: Page 189 Line 11 to Page 193 Line 24
11 Q. Okay. And these ongoing services that we've been
12 talking about --
13
14 MR. ALTOMARE: Objection. They're
15 not ongoing services. Paragraph 5 says that
16 he reserves the right to be retained for any
17 services that Devonian or Hampton would
18 require. It doesn't say that he would
19 provide those service unless he was retained
20 for that purpose.
21 MR. PARKER: Okay. Your objection
22 is noted.
23
24 Q. The ongoing services referred to --
25 MR. ALTOMARE: There are no ongoing
00190
1 services referred to, sir, and I'll object
2 again.
3 MR. PARKER: We have the objection.
4 Please let me ask --
5 MR. ALTOMARE: No, because you
6 can't ask a question in a form that is
7 blatantly incorrect and expect the deponent
8 to answer it.
9 MR. PARKER: It is not incorrect,
10 sir, and I'm entitled to ask the questions
11 that I see fit. And if you have an
12 objection, you can note them. And then I
13 can ask the question and then later on if

it's tried to be used at trial, that issue will come up. Simply because you feel you have an objection now doesn't mean I cannot ask a question.

MR. ALTOMARE: It does if the form is incorrect and --

MR. PARKER: No, it does not.

MR. ALTOMARE: Yes, it does and I'll just continue to object and if you'd like, you can call the Judge.

MR. PARKER: No, I don't need to call the Judge, but what I will do if we

00191

can't get some sort of an amicable demeanor going on here is we'll just suspend the deposition and I'll wait until the transcript is done and we can file a motion with the Judge and we can come back later.

MR. ALTOMARE: That would be excellent because it would give me the opportunity to demonstrate to the Judge how far off base you have been in this deposition. All you have to do is reframe the question. I'm not preventing you from asking the question.

MR. PARKER: Sir, it's my question to ask. You are not the person taking the deposition and I am entitled to ask questions --

MR. ALTOMARE: You're mouthing --

MR. PARKER: Sir --

MR. ALTOMARE: You're mouthing platitudes which have nothing to do with the issues. The issue is --

MR. PARKER: I don't even understand what the words you're using mean, sir. You're provided under the rules to object. If you have an objection to the

00192

form of the question, please make it.

MR. ALTOMARE: And you have the obligation when the form is improper to rephrase the question.

MR. PARKER: No, I do not.

MR. ALTOMARE: I'm not objecting to the question except insofar as you're using

words that are improper and, you know, like asking someone if they still --

MR. PARKER: What is your basis for saying --

MR. ALTOMARE: -- if they still beat their wife. I would never have a client answer that question.

MR. PARKER: What is your basis for saying that my use of the words "ongoing services", since they both appear in Paragraph 5, what is your basis for objecting to my use of the words "ongoing services"?

MR. TALADAY: The terminology and the character of that is professional services.

MR. PARKER: I'd like to -- if you want to give a separate objection, let's get

00193

to it.

MR. TALADAY: I'm sorry.

MR. PARKER: I just want to keep it clear here.

MR. ALTOMARE: There is nothing there about ongoing services. It says, "Ongoing project technical development."

MR. PARKER: "My professional services will be" --

MR. ALTOMARE: "Will be retained ongoing project technical development."

MR. PARKER: And the testimony was that that happened. And that's what I'm referring to is those ongoing services.

Q. So, Mr. Thompson, with respect to the ongoing services that we talked about --

MR. ALTOMARE: Objection. Don't answer the question. Rephrase, please. With respect to the services in Paragraph 5, if that's what you want to ask, then ask the question.

*09-14-~1.SUM: Page 194 Line 15 to Page 195 Line 13

Q. So this agreement that's embodied or represented

by this August 3rd letter, were these different terms or obligations that Mr. Smyers had to meet in order to be entitled to the benefits of this agreement or was this on kind of like a piecemeal kind of thing where he could do part of the items and still get all the benefit, but he didn't have to do these things? Was it kind of like an optional thing?

MR. ALTOMARE: Objection. We're dealing with a page of provisions and covenants in this agreement. And why don't you ask him instead based on each paragraph? If you refer to Paragraph 5, that's not an obligation.

MR. PARKER: I'm asking him if the obligation encompassed by this agreement as a whole, if they were all in fact obligations that Mr. Smyers had to perform in order to be entitled to the benefits of the bargain, one of which was the 1/64 payment from certain leases and wells.

Collusion to Obstruct, Direction not to Answer

*09-14-~1.SUM: Page 206 Line 1 to Page 209 Line 17

Q. Okay. Then at that point did Devonian convey Mr. Smyers a 1/64 interest in the leases that it had like it did with the other leases that Mr. Smyers got a 1/64 on?

A. You'd have to check the record because I'm not sure if there was an actual, if there was an assignment.

MR. ALTOMARE: I'm going to object to that as asking for a conclusion of law. The document creates the 1/64 and is effectively an Assignment of the 1/64 subject to a condition subsequent and what the deponent testified to is that that condition subsequent was fulfilled. Again, the document speaks for itself.

MR. PARKER: Your objection is noted here and he's already answered the

question, so we'll move on.

Q. So you -- I just want to be clear. Then you said that you weren't sure if there was one. So is that correct then that you don't know if an assignment exists?

MR. ALTOMARE: There was one what,

00207

assignment?

MR. PARKER: Yes.

MR. ALTOMARE: Objection. Again, asking for a conclusion of law. Objection as to form. Don't answer. If you want to ask him if he ever signed another document evidencing the transfer of the 1/64, that's fine, but to put in your question whether there was an, quote, "assignment," is not appropriate in light of the fact that we've got a document that evidences the assignment.

MR. PARKER: Mr. Thompson testified that there were other instances where there was an assignment, a term that he used and was obviously familiar with in the oil and gas --

MR. ALTOMARE: What does that have to do with anything?

MR. PARKER: The point is that he said that that happened on other occasions and I'm asking him if this occurred on this occasion.

MR. TALADAY: Okay. In other words, are you asking him was there another

00208

document --

MR. PARKER: I'm asking him was there an assignment. He said there was an assignment --

MR. ALTOMARE: No. You're asking -- assignment is not a factual question. Ask a fact question.

MR. PARKER: It is a fact question. The assignment is a document and he testified that there were documents before --

MR. ALTOMARE: You got a document

right here in Exhibit --
MR. PARKER: I'm asking the witness to testify. I'm not asking for argument as far as what the illegal effect of that as an Exhibit are.
MR. ALTOMARE: But you're positing the legal argument by using the word assignment.
MR. PARKER: It's a generic term for a conveyance of an interest in a lease and it was used by the deponent when he was talking about other operations on other 1/64 payments and I'm asking him if the same

00209

thing occurred in regards to the present agreement when the area was identified as he just spoke of. That's the question I'm asking and that's the answer -- I'd like to have an answer to that question.
MR. TALADAY: I just --

A. When the area was identified --

MR. TALADAY: Whoa. I need clarification of the question. In there your question as you posed it to the witness, when you use the word assignment, are you referring to a written assignment document?
MR. PARKER: Yes.

*09-14-~1.SUM: Page 210 Line 5 to Page 217 Line 24

Q. Okay. Now my question is, when that identification occurred, was an Assignment of this 1/64 interest to Mr. Smyers from Devonian or Van Hampton --

MR. ALTOMARE: Objection again. We just got -- all you have to do is do what we ask.
MR. PARKER: I just did.
MR. ALTOMARE: We don't want anything on the record having him concluding --

MR. PARKER: You can make the argument later.
MR. ALTOMARE: -- making a legal conclusion.
MR. PARKER: You can make your argument later.
MR. ALTOMARE: I'm not advocating argument here.
MR. PARKER: Yes, you are.

00211

MR. ALTOMARE: I'm simply objecting. All you have to do is phrase it so that did you sign a document that purported to assign it to him, not whether he assigned it to him.
MR. PARKER: Are you instructing the witness not to answer?
MR. ALTOMARE: Yes, the way it's phrased. Just change your language.
MR. PARKER: So you're saying you're objecting to me asking him did Devonian assign Mr. Smyers and his overriding royalty interest? Was there an Assignment meaning, Mr. Taladay and I just talked, and he said do you mean by assignment a written document? I said yes. And then I asked the question, was there an Assignment --
MR. ALTOMARE: You've missed --
MR. PARKER: No, sir. That's exactly what Mr. Talady said.
MR. ALTOMARE: You've missed the semantics. You don't understand what we're talking about. Look, we've got a document here, Exhibit B --

00212

MR. PARKER: I'm not talking about that, sir. I'm asking a separate question. I do not want to know about Exhibit D. That's D in your hand, but I don't want to know about D. I'm asking him a separate question. I'm asking him, there's an agreement with Mr. Smyers and evidently there was some understanding that he would get some sort of a payment, 1/64 payment. There was prior testimony that assignments

were made documenting this. And I'm asking him if there was an Assignment, a similar Assignment for the present interest?

MR. ALTOMARE: And you're not to answer that question. That's a conclusion of law and I better put on the record why I'm objecting just to make this clear.

MR. PARKER: You haven't already?

MR. ALTOMARE: We have -- where are the other Exhibits? May I have the Exhibits, please?

MR. PARKER: (Hands Exhibits to Mr. Altomare.)

MR. ALTOMARE: There was an Exhibit to a Deposition Exhibit D which is the

00213

letter agreement -- the letter offer from Mr. Smyers of August 3rd, 1999 which purports to say if you accept this agreement, which the deponent says he did orally, then I'm vested with a 1/64 interest as soon as I identify a prospect.

MR. PARKER: Sir, is this your objection?

MR. ALTOMARE: Let me finish.

MR. PARKER: Is this your objection?

MR. ALTOMARE: I'm explaining my objection so that when the Court reads this, the Court will understand why I'm objecting.

MR. PARKER: It is to the form of the question?

MR. ALTOMARE: This document -- I'm sorry?

MR. PARKER: Are you objecting to the form of my question?

MR. ALTOMARE: Yes, I am.

MR. PARKER: And what is wrong with the form of my question, asking him if there was an Assignment? I'm asking him legally if there was an effective conveyance. I'm

00214

saying as he used the word, as he understands it, was there an Assignment of this interest and if you want to object to that --

MR. ALTOMARE: I'm objecting to it. I think the way Mr. Taladay phrased it would not be objectionable.

MR. PARKER: That's the way he's phrasing it. I'm the one asking the questions.

MR. ALTOMARE: You apparently don't understand the semantic issue here that's very important.

MR. PARKER: What semantic issue? What is the matter of semantics to you?

MR. ALTOMARE: Do you want to take a crack at it, Matt?

MR. TALADAY: The rub here is, it's like saying to somebody did you have a contract with so and so. That's not the same as saying was there a written contract document signed. One is the conclusion of law.

MR. PARKER: I understand that.

MR. TALADAY: So I think the

00215

objection goes away if you in the context of that question say did you issue a written Assignment document to Mr. Smyers. That question is fine with me.

MR. PARKER: But I'm not looking for just a writing. I want to know was it assigned. I want to know did Devonian ever assign it. I may ask him a follow-up question if he says yes, I did. I'd say okay, well, was there a document? Was it orally? How was it conveyed? And then he can explain that.

MR. TALADAY: And the issue is, you're asking him for something --

MR. PARKER: I'm asking for his understanding.

MR. TALADAY: -- that has legal ramifications.

MR. PARKER: And that will be an objection that could be made at the time of trial or at the time that the testimony's proffered into Court or into evidence. At the present time, this is discovery and I'm asking him a question that is very

incredibly pertinent to this lawsuit as far
00216
as whether or not the interest that Mr. Smyers is claiming that he's entitled to from Mid-East, was it ever conveyed by Devonian to Mr. Smyers.

MR. ALTOMARE: And that's a legal question and the answer to the question, sir, is Exhibit D which was -- which is on record.

MR. PARKER: It's not a legal question.

MR. ALTOMARE: It is a legal question. If you're asking him whether he signed another document that happens to be entitled "Assignment" rather than agreement, that's another question and I have no objection to it.

MR. PARKER: I need to get an answer from the witness. You have provided ample argument and testimony. I'm asking for the witness to answer my question. Will the witness be permitted to answer my question as to whether or not after he says that Mr. Smyers became entitled to this 1/64 payment, that this interest was ever memorialized by an Assignment?
00217
MR. ALTOMARE: He's already testified, sir, that Mr. Smyers became entitled to the 1/64 under the agreement of August 3, the letter agreement of August 3. He's already testified to that.

MR. PARKER: Are you instructing him --

MR. ALTOMARE: Now, you want to ask him if he signed another document that memorialized that document?

MR. PARKER: No. I am asking him the question I asked. Are you telling him not to answer?

MR. ALTOMARE: Ask your question again.

Q. My question for you, sir, Mr. Thompson, is after you claim that Mr. Smyers became entitled to a

19 1/64 payment which was before the joint venture
20 with Mid-East, was this 1/64 interest ever
21 memorialized by Devonian, Van Hampton, and
22 Mr. Smyers via a document?
23 A. Other than the August 3rd, 1999 agreement
24 agreeing to the 1/64, I don't recall.

Cannot Pose Question Because Lack of Foundation and Response May Contradict Deposition Exhibit

*09-14-~1.SUM: Page 219 Line 14 to Page 222 Line 14
14 Q. And as a party to this August 3rd, 1999
15 agreement, how did you envision that this 1/64
16 interest would be conveyed to Mr. Smyers? Would
17 it be on a well by well, lease by lease basis or
18 how would that interest be conveyed?
19
20 MR. ALTOMARE: Objection.
21 MR. PARKER: What's your
22 objection?
23 MR. ALTOMARE: The objection is
24 your -- when you introduced documents in
25 this deposition that demonstrate beyond,
00220
1 beyond question that there's a 1/64 interest
2 vested in Mr. Smyers with respect to the
3 entirety of the prospect and now you're
4 asking him to contradict those documents.
5 MR. PARKER: I'm asking him for his
6 understanding of his agreement.
7 MR. ALTOMARE: That's not what --
8 MR. PARKER: That's what I said.
9 MR. ALTOMARE: -- the question was.
10 MR. PARKER: Can we please read
11 back the question?
12 MR. ALTOMARE: Yeah, please read
13 back the question.
14
15 (Question read as follows:
16 Q. And as a party to this August 3rd, 1999
17 Agreement, how did you envision that this
18 1/64 interest would be conveyed to
19 Mr. Smyers? Would it be on a well by well,
20 lease by lease basis or how would that
21 interest by conveyed?

MR. PARKER: As a party, how did he envision --

MR. ALTOMARE: The form of the question is improper because there's no foundation for it. And plus, whatever foundation there is contradicts your ability to ask the question. It's -- I mean, it goes beyond irrelevance.

MR. PARKER: I object to the instruction for the witness not to answer and at this time I'm going to temporarily suspend the deposition because it does not seem to me to be at all fruitful for me to proceed forward asking questions, because I'm not able to obtain responses from the witness.

MR. TALADAY: Let's go off the record.

(Discussion held off the record.)

MR. PARKER: We're back on the record. I believe before we went off the record I was indicating that at this time I intend to suspend this deposition because I feel that I am not being given answers to the questions that I am asking and I intend to have the transcript transcribed and present a motion to the Judge to direct the witness to answer the questions I have asked in accordance with the Rules of Civil Procedure and Discovery. And that's what I intend to do right now.

MR. ALTOMARE: Okay.

(Deposition suspended at 3:09 p.m.)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff vs. MID EAST OIL COMPANY, Defendant vs. DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendants	CIVIL ACTION - AT LAW No. 03-1598-CD Type of Pleading: PETITION FOR STATUS CONFERENCE Filed on Behalf of: PLAINTIFF Counsel of Record for This Party: Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801 814-371-7768 JURY TRIAL DEMANDED

FILED 1cc Atty Taladay
m/ 8:58 bl
DEC 04 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	
MID EAST OIL COMPANY, Defendant	:	No. 03-1598-CD
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

PETITION FOR STATUS CONFERENCE

AND NOW, comes the Plaintiff, Larry F. Smyers, by his attorneys, Hanak, Guido and Taladay, and hereby petitions the Court to schedule a Status Conference pursuant to Local Rule 212.1 averring as follows:

1. Plaintiff initiated this action by filing a Complaint on October 27, 2003 seeking payment of overriding royalty interests in gas production due and payable by the Defendant.

2. Proceedings in this matter have been substantially delayed by the Defendant, Mid East Oil Company, filing an inappropriate interlocutory appeal.

3. Plaintiff's counsel has requested opportunity to take the deposition of Mark Thompson, principal officer of Mid East Oil Company.

4. Counsel for Mid East has refused a request to schedule this deposition for a date certain in February, 2007.

5. Counsel for Mid East has filed a Motion to Compel discovery arising out of a pre-empted deposition of Stanley Thompson, an officer of Devonian Resources, Inc. and Van Hampton Gas and Oil Company, Inc.

6. Your undersigned counsel for Petitioner believes that the outstanding discovery issues can be best handled through the conduct of a status conference pursuant to Local Rule 212.1.

7. It is respectfully requested that the Court schedule a Status Conference at which time a discovery schedule and ground rules for discovery be established by Order of Court.

WHEREFORE, it is respectfully requested that this Petition for Status Conference be granted.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By _____

Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	
MID EAST OIL COMPANY, Defendant	:	No. 03-1598-CD
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 1st day of December, 2006, a true and correct copy of the foregoing Petition for Status Conference was mailed by United States First Class Mail to the following:

Dom W. Greco, Esq.
Nathaniel C. Parker, Esq.
Attorneys for Defendant
P.O. Box 667
Clarion, PA 16214

Joseph E. Altomare, Esq.
Attorney for Additional Defendant
P.O. Box 373
Titusville, PA 16354-0373

Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	
MID EAST OIL COMPANY, Defendant	:	No. 03-1598-CD
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

ORDER OR COURT

AND NOW, this _____ day of _____, 2006, upon consideration of Petition of Plaintiff, Larry F. Smyers,

IT IS HEREBY ORDERED AND DECREED that that a Status Conference pursuant to Local Rule L212.1 is scheduled to occur on the _____ day of _____, 200___ in Courtroom No. _____ of the Clearfield County Courthouse. Counsel of record for all parties is hereby directed to be in attendance.

BY THE COURT,

_____

J.

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	
MID EAST OIL COMPANY, Defendant	:	No. 03-1598-CD
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

ORDER OR COURT

AND NOW, this 4 day of Dec, 2006,

upon consideration of Petition of Plaintiff, Larry F. Smyers,

IT IS HEREBY ORDERED AND DECREED that that a Status Conference pursuant to Local Rule L212.1 is scheduled to occur on the 3rd day of January, 2007 in Courtroom No. 1 of the Clearfield County Courthouse. Counsel of record for all parties is hereby directed to be in attendance @ 11:30 A.M

BY THE COURT,

J.

FILED 2cc
012:40 BL Atty Taladay
DEC 05 2006
(LK)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FILED 1cc Attys: Taladay Greco Atkinson
01:17 BOL
DEC 07 2006
William A. Shaw
Prothonotary/Clerk of Courts
1cc: North Coast Energy, Inc.
33 N. Wicklife Circle
Austintown, OH 44515

LARRY F. SMYERS	:	
-vs-	:	
MID-EAST OIL COMPANY	:	
-vs-	:	No. 03-1598-CD
DEVONIAN RESOURCES, INC., AND VAN HAMPTON GAS & OIL CO., INC.	:	

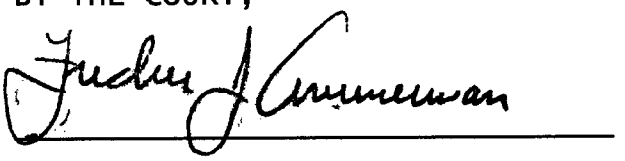
O R D E R

NOW, this 4th day of December, 2006, following argument on the Motion for Summary Judgment filed on behalf of Additional Defendants, Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.; upon the Court reviewing the documents as are described on the record during this proceeding, it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby granted. Judgment is hereby entered in favor of the Additional Defendants as aforesaid against Mid-East Oil Company, Defendant.

As the Motion to Compel Discovery, filed November 30, 2006 by Mid-East Oil Company, relates only to the Additional Defendants, the same is moot. Therefore,

the argument on the same previously scheduled for January 3, 2007, is hereby cancelled.

BY THE COURT,



President Judge

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff vs. MID EAST OIL COMPANY, Defendant vs. DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendants	CIVIL ACTION - AT LAW No. 03-1598-CD Type of Pleading: CERTIFICATE OF SERVICE Filed on Behalf of: PLAINTIFF Counsel of Record for This Party: Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801 814-371-7768 JURY TRIAL DEMANDED

FILED
DEC 13 2006
m/10:45/
William A. Shaw
Prothonotary/Clerk of Courts
no c/

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 11th day of December, 2006, a Court certified Order of Court dated December 4, 2006 was mailed by United States First Class Mail to the following:

Nathaniel C. Parker, Esq.
Attorneys for Defendant
P.O. Box 667
Clarion, PA 16214

Matthew B. Taladay, Esq.
Attorney for Plaintiff

CA

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	: No. 03-1598-CD
	: Civil Action-Law
Vs.	:
Mid-East Oil Company, Defendant	: Type of Pleading:
	: ***Motion for Reconsideration***
Vs.	:
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	: Filed on Behalf of Defendant, Mid-East Oil Company
	: Counsel for Defendant, Mid-East Oil Company
	: Dom W. Greco, Esq. : Pa. ID #16829
	: Nathaniel C. Parker, Esq. : Pa. ID #90993
	: Law Offices of Greco & Lander, P.C. : P.O. Box 667 : Clarion, PA 16214 : (814) 226-6853 : Fax: (814) 226-4951

FILED 1cc Atty Parker
0/10:10 cm
DEC 20 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

MOTION FOR RECONSIDERATION

AND NOW, comes the Defendant, Mid-East Oil Company ("Mid-East"), by and through its undersigned legal counsel, and files the within Motion for Reconsideration respectfully requesting that this Honorable Court reconsider its Order dated December 4, 2006, and entered of record December 7, 2006, as the same pertains to Mid-East's deposition of Stanley Thompson, and Mid-East's previously filed Motion to Compel the Deposition of Stanley Thompson. In support thereof, Mid-East avers as follows:

1. The underlying action is premised upon an agreement negotiated and entered into between Stanley Thompson on behalf of Devonian Resources or Van Hampton Gas & Oil Co., Inc., and Plaintiff Larry Smyers.
2. On September 14, 2006 Defendant Mid-East Oil Company attempted to take the deposition of Stanley Thompson to discover relevant evidence concerning the agreement he had negotiated and entered into with Plaintiff Larry Smyers.

3. Mid-East was wrongfully obstructed from posing deposition questions and obtaining the witnesses uncoached answers, and as a result, filed a Motion to Compel Discovery on November 30, 2006 seeking to have this Court require Mr. Stanley Thompson to complete his deposition under certain specific discovery guidelines that have been adopted in federal cases to address similar discovery abuses.
4. By Order of Court dated December 4, 2006, and entered of record December 7, 2006 (copy attached hereto as Exhibit A), this Court granted summary judgment in the Additional Defendants favor on Defendant Mid-East's third party action.
5. However, the litigation instituted by Plaintiff Smyers remains pending against Defendant Mid-East, and the terms of the agreement between Stanley Thompson's corporate entities (the Additional Defendants) and Plaintiff Smyers remains a central issue in dispute between Plaintiff Smyers and Defendant Mid-East.
6. Therefore, regardless of the Court's ruling regarding the third party action with the Additional Defendants, Mid-East still desires to exercise its procedural right to conduct discovery designed to lead to the discovery of admissible evidence by completing its deposition examination of Stanley Thompson under the specific discovery guidelines proposed in Mid-East's Motion to Compel Discovery.

7. The deposition of Stanley Thompson is likely to lead to the discovery of admissible evidence with regard to Plaintiff Smyers' claims against Defendant Mid-East, and Mid-East's defenses and counterclaims thereto.
8. Mid-East's discovery efforts directed to Stanley Thompson are not moot simply because the Additional Defendants have been granted Summary Judgment, as the same are relevant to Plaintiff Smyers' remaining claims against Defendant Mid-East.

WHEREFORE, Defendant Mid-East respectfully requests this Honorable Court to reconsider its Order dated December 4, 2006, and entered of record December 7, 2006, and amend the said Order as it pertains to Defendant Mid-East's Motion to Compel Discovery.

Defendant Mid-East respectfully requests this Honorable Court to hold argument on, consider, and rule upon Defendant Mid-East's Motion to Compel Discovery.

Respectfully submitted:

Dated: DECEMBER 20, 2006

Dom W. Greco, Esq.
Pa. Id. #16829
Nathaniel C. Parker, Esq.
Pa. Id. #90993
Greco & Lander, P.C.
P. O. Box 667
Clarion, PA 16214
(814) 226-6853

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

ORDER

AND NOW, this ____ day of _____, 200__, upon consideration of the foregoing Motion for Reconsideration, and Defendant Mid-East's Motion to Compel Discovery, it is hereby ORDERED that:

1. Stanley Thompson shall provide three alternative dates within thirty (30) days of today's date to Mid-East's counsel on which he will appear at the offices of counsel for Mid-East to complete his oral deposition by Mid-East, which shall be commenced on one of the three dates selected by Mid-East, and conducted under the guidelines set forth hereinafter.

2. The following guidelines for discovery depositions are hereby imposed:

    a. At the beginning of the deposition, deposing counsel shall instruct the witness to ask deposing counsel, rather than the witness' own counsel, for clarifications, definitions, or explanations of any words, questions, or documents presented during the course of the deposition. The witness shall abide by these instructions.

b. All objections, except those which would be waived if not made at the deposition under Pa. R.C.P. 4016, and those necessary to assert a privilege, to enforce a limitation on evidence directed by the Court, or to present a Motion pursuant to Pa. R.C.P. 4012, shall be preserved. Therefore, those objections need not and shall not be made during the course of the deposition.

c. Counsel shall not direct or request that a witness not answer a question unless that counsel has objected to the question on the ground that the answer is protected by a privilege or a limitation on evidence directed by the Court.

d. Counsel shall not make objections or statements which might suggest an answer to a witness. Counsels' statements when making objections should be succinct and verbally economical, stating the basis of the objection and nothing more.

BY THE COURT:

_____

Hon. Frederic J. Ammerman, P.J.

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

LARRY F. SMYERS	:	
-vs-	:	
MID-EAST OIL COMPANY	:	
-vs-	:	No. 03-1598-CD
DEVONIAN RESOURCES, INC., AND VAN HAMPTON GAS & OIL CO., INC.	:	

O R D E R

NOW, this 4th day of December, 2006, following argument on the Motion for Summary Judgment filed on behalf of Additional Defendants, Devonian Resources, Inc., and Van Hampton Gas & Oil Co., Inc.; upon the Court reviewing the documents as are described on the record during this proceeding, it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby granted. Judgment is hereby entered in favor of the Additional Defendants as aforesaid against Mid-East Oil Company, Defendant.

As the Motion to Compel Discovery, filed November 30, 2006 by Mid-East Oil Company, relates only to the Additional Defendants, the same is moot. Therefore,

'EXHIBIT A'

the argument on the same previously scheduled for January 3, 2007, is hereby cancelled.

BY THE COURT,

/s/ Fredric J. Ammerman

President Judge

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

DEC 07 2006

Attest.

Prothonotary/
Clerk of Courts

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Motion for Reconsideration**", was sent by U.S. mail, postage prepaid, on DECEMBER 20, 2006, to other counsel of record addressed as follows:

Joseph E. Altomare, Esq.
P.O. Box 373
Titusville, PA 16354-0373

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By Nathaniel Parker (SEAL)
NATHANIEL C. PARKER, ESQ.

UA

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

LARRY F. SMYERS,	*	
Plaintiff	*	
vs.	*	NO. 03-1598-CD
MID-EAST OIL COMPANY,	*	
Defendant	*	
vs.	*	
DEVONIAN RESOURCES, INC. and	*	
VAN HAMPTON GAS & OIL CO., INC.,	*	
Additional Defendants	*	

ORDER

NOW, this 22nd day of December, 2006, the Court having reviewed the Motion for Reconsideration filed on behalf of Defendant, Mid-East Oil Company, it is the ORDER of this Court that argument on this Motion is scheduled for the 8th day of January, 2007 at 9:30 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED 1CC
013:49/61
DEC 29 2006
William A. Shaw
Prothonotary/Clerk of Courts

Attys: Taladay
Parker
Attomare
GK

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

LARRY F. SMYERS	:	
-vs-	:	No. 03-1598-CD
MID-EAST OIL COMPANY	:	
-vs-	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC.	:	

FILED
01:26 BH
JAN 05 2007
William A. Shaw
Prothonotary/Clerk of Courts
1 cc Attys:
Taladay
DGreco
J. Altamose

O R D E R

AND NOW, this 3rd day of January, 2007, this being the time and date set for argument on Plaintiff's Motion for Case Management Conference; it being noted that Plaintiff's counsel has appeared for said conference and Defendants' counsel has failed to appear, it is hereby ORDERED AND DECREED that the within time limitations shall apply to this case. Discovery shall be completed by no later than April 1, 2007. Counsel for Defendant shall cooperate in making available the chief executive officer and other designated employees or agents of Defendant Corporation for deposition at such times and dates as may be mutually available to Plaintiff and Defense counsel. Plaintiff's expert report shall be due no later than June 1, 2007. Defendants' expert report shall be due within no more than thirty (30) days thereafter. Dispositive motions

shall be filed no later than August 1, 2007.

This schedule shall be subject to modification only upon good cause shown by written motion.

BY THE COURT,



President Judge

VA

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

LARRY F. SMYERS,	*	
Plaintiff	*	
vs.	*	NO. 03-1598-CD
MID-EAST OIL COMPANY,	*	
Defendant	*	
vs.	*	
DEVONIAN RESOURCES, INC. and	*	
VAN HAMPTON GAS & OIL CO., INC.,	*	
Additional Defendants	*	

ORDER

NOW, this 11th day of January, 2007, following argument on Defendant Mid-East Oil Company's Motion for Reconsideration, it is the ORDER of this Court that said Motion be and is hereby DENIED.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED
01 4:00 BN
JAN 11 2007
William A. Shaw
Prothonotary/Clerk of Courts

Attys: Talaber
DGreco
N Parker
J. Altomare

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	
	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	CERTIFICATE OF SERVICE
vs.	:	
	:	Filed on Behalf of:
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendants	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 3 S. Brady Street, Suite 300 P. O. Box 487 DuBois, PA 15801
	:	814-371-7768
	:	JURY TRIAL DEMANDED

Dated: March 20, 2007

FILED
MAR 21 2007
m/11:55/
William A. Shaw
Prothonotary/Clerk of Courts
no c/c

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY. Defendant	:	
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 20th day of March, 2007, an original Notice of Deposition, copy of which is attached hereto, was mailed by United States First Class Mail to the following:

Nathaniel C. Parker, Esq.
Attorneys for Defendant
P.O. Box 667
Clarion, PA 16214

Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

TO: MARK THOMPSON
c/o Nathanial Parker, Esq.

TAKE NOTICE that your deposition by oral examination will be taken on **Friday, April 20, 2007 at 10:00 a.m.** at the law office of Hanak, Guido and Taladay, First Commonwealth Bank Building, Suite 238, 3 S. Brady Street, DuBois, Pennsylvania. This deposition is being taken for the purpose of discovery and for use at trial, pursuant to the Pennsylvania Rules of Civil Procedure regarding Discovery.

Matthew B. Taladay, Esq.
Attorney for Defendants

cc: Schreiber Reporting Service
P.O. Box 997
St. Marys, PA 15857

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	
	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	CERTIFICATE OF SERVICE
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 3 S. Brady Street, Suite 300 P. O. Box 487 DuBois, PA 15801
	:	814-371-7768
	:	JURY TRIAL DEMANDED

Dated: May 14, 2007

FILED 1cc
m/10:21/3cc
MAY 15 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 14th day of May, 2007, an original Notice of Deposition, copy of which is attached hereto, was mailed by United States First Class Mail to the following:

Nathaniel C. Parker, Esq.
Attorney for Defendant
P.O. Box 667
Clarion, PA 16214

Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

TO: MARK THOMPSON
c/o Nathanial Parker, Esq.

TAKE NOTICE that your deposition by oral examination will be taken on **Wednesday, May 23, 2007 at 10:00 a.m.** at the law office of Greco and Lander, 1390 East Main Street, Suite 2, Clarion, Pennsylvania. This deposition is being taken for the purpose of discovery and for use at trial, pursuant to the Pennsylvania Rules of Civil Procedure regarding Discovery.

Matthew B. Taladay, Esq.
Attorney for Defendants

cc: Schreiber Reporting Service
P.O. Box 997
St. Marys, PA 15857

UA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff vs. MID EAST OIL COMPANY, Defendant	CIVIL ACTION - AT LAW No. 03-1598-CD Type of Pleading: STIPULATION TO AMEND CASE MANAGEMENT ORDER Filed on Behalf of: PLAINTIFF Counsel of Record for This Party: Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801 814-371-7768 JURY TRIAL DEMANDED

Order is w/ Judge to be Signed

FILED 1CC AHA
9:2:05 Taladay
MAY 24 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

STIPULATION TO AMEND CASE MANAGEMENT ORDER

AND NOW, this 22nd day of May, 2007, the parties by their undersigned counsel do hereby stipulate to amendment of the Case Management Order in this matter and hereby petition this Honorable Court to enter an Amended Case Management Order as set forth below.

Larry F. Smyers, Plaintiff
By: Matthew B. Taladay, Esq.

Mid-East Oil Company, Defendant
By: Nathaniel C. Parker, Esq.

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

FILED 1cc Atty
02:05 cm Takday
MAY 24 2007
William A. Shaw
Prothonotary/Clerk of Courts

LARRY F. SMYERS,
Plaintiff

vs. No. 03-1598-CD

MID EAST OIL COMPANY,
Defendant

CASE MANAGEMENT ORDER

AND NOW, this 24 day of MAY, 2007, upon Stipulation of the parties, by their counsel of record, it is hereby ordered that the above referenced case will proceed according to the following schedule:

(a) Close of discovery: June 1, 2007

(b) Plaintiff's expert report served upon Plaintiff: August 1, 2007

(c) Defendant's expert report served on Plaintiff: September 1, 2007

(d) Filing of dispositive motions: October 1, 2007

This schedule shall be subject to modification only upon good cause shown and by written motion.

BY THE COURT,

Fred Ammerman

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Nicole Hanak Bankovich

Telephone: (814) 371-7768
Fax: (814) 371-1974

P.O. Box 487
DuBois, PA 15801

mbtaladay@verizon.net

May 22, 2007

Daniel J. Nelson
Clearfield County Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Re: Smyers vs. Mid East Oil Company
No. 2003-1598-CD

Dear Mr. Nelson:

Enclosed is a Stipulation and Order to Amend Case Management Order which has been executed by counsel of record. Please present this to Judge Ammerman for his signature. Kindly have the amended Order filed of record.

Should you have any questions regarding this request, please contact me.

Sincerely,

Matthew B. Taladay

MBT:kam

Encs.

cc: Nathaniel C. Parker, Esq.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	
	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	NOTICE OF SERVICE
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801 814-371-7768
	:	JURY TRIAL DEMANDED

Dated: June 11, 2007

FILED NO CC
m/11:05 BL
JUN 12 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

NOTICE OF SERVICE

I, Matthew B. Taladay, of Hanak, Guido and Taladay, being counsel of record for Plaintiff, do hereby certify that I propounded on Defendant, via United States mail, first class, postage pre-paid, this 11th day of June, 2007, Plaintiff's SECOND SUPPLEMENTAL REQUEST FOR PRODUCTION OF DOCUMENTS to the below indicated person, at said address, being counsel of record for the Defendant:

Nathaniel Parker, Esq.
Attorney for Defendant
P.O. Box 667
Clarion, PA 16214

Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff	:	
Vs.	:	
Mid-East Oil Company, Defendant	:	No. 03-1598-CD
Vs.	:	
Devonian Resources, Inc. and Van Hampton Gas & Oil Co., Inc. Additional Defendants	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "***Defendant's Response to Plaintiff's Second Supplemental Request for Production of Documents***", was sent by U.S. mail, postage prepaid, on OCTOBER 25, 2007, to other counsel of record addressed as follows:

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

GRECO & LANDER, P.C.:

By _____ (SEAL)
NATHANIEL C. PARKER, ESQ.

FILED NO CC
m/9:30 BH
OCT 29 2007
William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS — TO THE PROTHONOTARY

CASE NUMBER	TYPE TRIAL REQUESTED	DATE PRESENTED / ESTIMATED TRIAL TIME
03-1598-CD	(X) Jury ( ) Non-Jury ( ) Arbitration	04/11/08 — 3 Days

Date Complaint Filed: 10/27/03

PLAINTIFF(S)
LARRY F. SMYERS

DEFENDANT(S) ( )
MID EAST OIL COMPANY

ADDITIONAL DEFENDANT(S) ( )

( )

Check Block if a Minor is a Party to the Case

JURY DEMAND FILED BY:	DATE JURY DEMAND FILED:
Plaintiff	12/30/03

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
more than $ 25,000.00	( ) yes (x) no	

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

FOR THE PLAINTIFF	TELEPHONE NUMBER
Matthew B. Taladay, Esq.	814-371-7768
FOR THE DEFENDANT	TELEPHONE NUMBER
Nathaniel Parker, Esq.	814-226-6853
FOR ADDITIONAL DEFENDANT	TELEPHONE NUMBER

FILED
M/ 8:45 BN
APR 14 2008 NO CC
William A. Shaw
Prothonotary/Clerk of Courts

UA

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

LARRY F. SMYERS	:	
	:	
vs.	:	No. 03-1598-CD
	:	
MID EAST OIL COMPANY	:	

ORDER

AND NOW, this 15th day of April, 2008, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for **Friday, May 9, 2008 at 10:30 A.M.** in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

Additionally, Jury Selection in this matter shall be and is hereby scheduled for July 24, 2008 at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED 1CC Attys:
01 10:24 Taladay
APR 16 2008 Grecol/Parker
William A. Shaw Attorneys
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	*	
vs.	*	NO. 03-1598-CD
MID EAST OIL COMPANY, INC., Defendant	*	

FILED 1cc Atty's. Greco/Parker
MAY 14 2008 Talaber
William A. Shaw Attorney
Prothonotary/Clerk of Courts

ORDER

NOW, this 14th day of May, 2008, following pre-trial conference on May 9, 2008 with counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Non-Jury Trial is hereby scheduled for September 29, 30, October 1, and 2, 2008 commencing at 9:00 a.m. in Hearing Room No. 3 of the Clearfield County Courthouse, Clearfield, Pennsylvania with Senior Judge Charles Brown, Specially Presiding.
2. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than ninety (90) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more than twenty (20) days following completion of the deposition(s).
3. The written report of any expert who will testify at trial which has not previously been provided to opposing counsel shall be delivered within no more than sixty (60) days from this date. Failure to comply will result in the witness not being available for use at trial.
4. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of trial shall submit said objections to the Court, in writing, no later than forty-five (45) days prior to the commencement of trial. All

objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall file an Answer thereto and submit its brief in opposition to said objections no later than thirty (30) days prior to the commencement of trial.

5. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than forty-five (45) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than thirty (30) days prior to trial.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff, Vs. Mid-East Oil Company, Defendant.	: No. 03-1598-CD : : Civil Action-Law : : : Type of Pleading: : : ***Motion for Expedited Ruling In Limine*** : : : Filed on Behalf of Defendant, Mid-East Oil Company : : Counsel of Record for Defendant, Mid-East Oil Company: : : Dom W. Greco, Esq. : Pa. ID #16829 : : Nathaniel C. Parker, Esq. : Pa. ID #90993 : : Law Offices of Greco & Lander, P.C. : P.O. Box 667 : Clarion, PA 16214 : (814) 226-6853 : Fax: (814) 226-4951

FILED NO CC
01 8:30 BA
JUN 11 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff,	:	
Vs.	:	No. 03-1598-CD
Mid-East Oil Company, Defendant.	:	

MOTION FOR EXPEDITED RULING IN LIMINE

AND NOW, comes the Defendant, Mid-East Oil Company ("Mid-East"), by and through its undersigned legal counsel, and files the within Expedited Motion in Limine seeking to have this Court preclude Plaintiff from offering the following testimony and evidence at the time of trial:

a. Plaintiff's Expert 'Evaluation' by William Roach;

b. Testimony from Plaintiff's Expert, William Roach;

c. Any testimony or evidence pertaining to any wells drilled before Plaintiff's employment relationship with Devonian or after Devonian and Mid-East terminated their joint venture; and

d. The following exhibits listed in Plaintiff's Pre-Trial Statement which were not produced in discovery and which Plaintiff has failed to provide to defense counsel:

1. Pennsylvania DEP records regarding wells within AMI;
2. Summary exhibit listing wells in AMI;
3. Map/diagram of AMI;
4. Production decline extrapolations and charts;
5. Summary of production rates from AMI;
6. Chart of Smyers ORRI gross production from AMI;
7. PCA Index depicting gas prices;
8. Gas price comparison chart;
9. Royalty calculations summary;
10. Supporting production documentation;
11. Production/royalty charts

In support thereof, Mid-East avers as follows:

Basis for Seeking Expedited Ruling

1. This Motion is presented on an expedited basis because the Court's May 14, 2008 Order imposes several pre-trial deadlines for evidentiary/discovery matters which matters are dependant upon the Court's resolution of the evidentiary matters raised by the within Motion.

2. The first such pre-trial deadline is June 30, 2008 which is the Court Ordered deadline for the taking of any remaining depositions.

3. Expedited consideration of, and ruling on, this Motion will streamline and simplify both the pre-trial deadlines and procedures, as well as the ultimate trial itself.

4. Without an expedited ruling in limine as to what evidence and testimony will and will not be admissible at trial, Mid-East will be prejudiced in that Mid-East will not be able to determine what depositions and expert reports will be necessary for trial, and consequently Mid-East will suffer prejudice in complying with the May 14, 2008 Ordered pre-trial deadlines.

Limitation of Trial Evidence Allowable in Plaintiff's Case in Chief

5. The underlying litigation concerns a dispute surrounding an employment agreement the Plaintiff entered into with Devonian Resources, Inc. and Devonian's affiliated entity, Van Hampton Gas & Oil Co., Inc. (hereinafter collectively "Devonian"), Mid-East's predecessor in title. See ¶3-4 of Plaintiff's Amended Complaint.

6. Plaintiff relies upon a certain August 3, 1999 letter as setting forth the terms of Plaintiff's employment agreement compensation. A true and correct copy of this

August 3, 1999 letter, is attached as part of Exhibit 1 to Plaintiff's Amended Complaint, and a copy is also attached hereto as Exhibit 1.

7. The crux of this case is Plaintiff's claim for payment from Mid-East (as opposed to the employer and contracting party - Devonian) equal to 1/64 of the value of oil and gas sold from certain oil and gas wells.

8. The August 3, 1999 letter, paragraph 2, indicates that Devonian would pay Plaintiff for his employment services in part "*a 1/64 interest (ORRI) of the gross from the sale of natural gas, associated liquids, or crude oil from* ***each well located in a prospect or program [Plaintiff] proposes***" (emphasis supplied).

9. Plaintiff's employment agreement with Devonian requires therefore at a minimum that the Plaintiff propose specific well prospects or programs in order to receive the employment compensation, including any 1/64 payment.

10. It is undisputed that Plaintiff never worked for or performed services at the request of Mid-East. In fact, Plaintiff specifically refused to provide services that Mid-East requested. It is likewise undisputed that Plaintiff was an employee of Devonian.

11. Devonian entered into a Joint Venture Agreement with Mid-East to jointly prosecute drilling operations in "*an Area of Mutual Interest (AMI)*" on August 23, 2000, which document is attached as Exhibit 2 of the Amended Complaint.

12. Defendant Mid-East discontinued the Joint Venture with Devonian by Assignment and Bill of Sale dated January 16, 2002, which document is attached as Exhibit 3 of the Amended Complaint.

13. Attached hereto as Exhibit 2, and incorporated by reference herein, is a chart containing all the wells that were drilled by Mid-East from the time of the August 3, 1999 letter agreement through the conclusion of the Devonian/Mid-East Joint

Venture on January 16, 2002. The chart and data attached as part of Exhibit 2 specifically identifies each such well, and each well's actual monthly production.

14. Even if Plaintiff's claim can be factually proven, Mid-East's liability for Devonian's employment contract with Plaintiff can be factually and legally established, and if the Court finds in Plaintiff's favor, Plaintiff's claim cannot legally or equitably extend beyond the 64 specific wells listed on Exhibit 2 attached hereto, because these are all the wells drilled by Mid-East after Plaintiff's letter agreement and before the Devonian/Mid-East joint venture was terminated.

15. Mid-East has offered to compromise and settle the dispute by making payment to Plaintiff in an amount equal to 1/64th of the production to date from the 64 wells that were drilled prior to the termination of the Devonian/Mid-East joint venture, together with legal interest on the unpaid past due amounts, and a net present value of the same to compensate for future production. At all times Plaintiff has failed or refused to even acknowledge, much less discuss the Mid-East proposal.

Preclusion of William Roach 'Evaluation' and Testimony

16. Plaintiff has indicated that he intends to solicit expert testimony from William Roach, and to offer a certain 'Evaluation' compiled by Mr. Roach ("Roach Evaluation") as substantive evidence at trial of the within matter.

17. The proffered purpose of Mr. Roach's testimony and the Roach Evaluation is to quantify the amount of prior production from the 64 wells in question, and consequently affix a monetary value to Plaintiff's claim for 1/64 thereof.

18. Mr. Roach's testimony, and the Roach Evaluation should be precluded from being offered as evidence at trial of the within matter because:

- The Roach Evaluation only provides an **estimate** of the actual production amounts and gas sales prices when **actual production and sales figures are available**, and in fact are set forth in detail on Exhibit 2 attached hereto;
- The Roach Evaluation is not the best evidence of the actual production and gas sales data;
- The Roach Evaluation does not specifically identify the particular wells or time period for each well which the Roach Evaluation purports to estimate production values;
- The Roach Evaluation does not identify the specific geographic or political boundaries for which the Evaluation applies;
- The Roach Evaluation purports to offer evidence of matters beyond the scope of Plaintiff's pleadings and Plaintiff's prayer for relief;
- The Roach Evaluation is incomplete, confusing, misleading and prejudicial to Mid-East; and
- The methodology of the Roach Evaluation cannot be understood which will prejudice cross examination.

19. Mid-East has requested clarification from Plaintiff and otherwise attempted to informally resolve the above issues surrounding the Roach Evaluation since April 16, 2008, and to date no further information, documentation, or clarification has been supplied by Plaintiff.[1]

20. The actual production volumes and the sales prices have at all times been available to Plaintiff through discovery from the operator of the wells.

---

[1] A Copy of Mid-East's May 13, 2008 correspondence demonstrating such informal efforts is attached hereto as Exhibit 3.

21. Mid-East has provided the actual production amounts for the wells in question as set forth on Exhibit 2 attached hereto, and will stipulate to the same for trial purposes.

22. If Mr. Roach or the Roach Evaluation is permitted as evidence at trial, Mid-East will suffer prejudice in that it will have to incur the expenses of retaining an expert to review the Roach Evaluation and be prepared to offer expert testimony at trial as to why the Roach Evaluation is misleading and inaccurate as compared to the actual production/sales data. Such a burden would be inequitable and unjust when the actual production data is equally available and has been provided by Mid-East.

Preclusion of Exhibits Listed on Plaintiff's Pre-Trial Statement

23. Plaintiff's Pre-Trial Statement, Section C, identifies, among others, the following Exhibits Plaintiff intends to utilize at the time of trial:

1. Pennsylvania DEP records regarding wells within AMI;
2. Summary exhibit listing wells in AMI;
3. Map/diagram of AMI;
4. Production decline extrapolations and charts;
5. Summary of production rates from AMI;
6. Chart of Smyers ORRI gross production from AMI;
7. PCA Index depicting gas prices;
8. Gas price comparison chart;
9. Royalty calculations summary;
10. Supporting production documentation;
11. Production/royalty charts

24. Despite Mid-East's prior requests, Plaintiff has failed to identify the specific discovery documents, the location thereof, or to otherwise provide a copy of the above items listed and described in Plaintiff's Pre-Trial Statement, Section C.

25. Mid-East is materially prejudiced by Plaintiff's failure to identify Plaintiff's trial exhibits with particularity, and to provide copies thereof to Mid-East in a timely

fashion in that Mid-East has been precluded from preparing its defense and otherwise for trial.

26. Certain of the above Plaintiff's Exhibits appear to be substantively improper as they are not the best evidence of the information for which they are proffered to establish (e.g.- estimated production amounts, estimated gas sales prices, estimated royalty calculations) and they are beyond the scope of the pleadings.

27. Certain of the above Plaintiff's Exhibits purport to establish ultimate issues in dispute, which information Mid-East has sought from Plaintiff throughout the course of the litigation, and which Plaintiff has at all times failed to identify or provide (e.g.- map of the claimed AMI geographic area, list of wells in which Plaintiff is claiming a right to payment).

28. Now that trial is imminent, Plaintiff indicates he intends to use such information at trial while Plaintiff previously refused, and is presently refusing, to provide full and timely disclosure of the requested information to Mid-East.

29. The exhibits are prejudicial to Mid-East and are not probative of the legal issues in dispute.

WHEREFORE, for the foregoing reasons, and the reasons set forth in Mid-East's accompanying Brief in support of the within Motion, Mid-East respectfully requests that this Honorable Court:

1. Issue an Order holding that Plaintiff's claim, and consequently Plaintiff's case in chief, shall be confined evidence pertaining to the 64 wells drilled by Mid-East from the time of Plaintiff's August 3, 1999 letter of employment agreement with Devonian through the termination of the Devonian/Mid-East Joint Venture on January 16, 2002, which

wells are specifically identified on Exhibit 2 of Mid-East's Motion for Expedited Ruling in Limine; and

2. Precluding Plaintiff from offering the following evidence as part of Plaintiff's case in chief at the time of trial:

   a. Plaintiff's Expert 'Evaluation' by William Roach;

   b. Testimony from Plaintiff's Expert, William Roach;

   c. Any testimony or evidence pertaining to any wells other than those specific wells drilled from the time of Plaintiff's August 3, 1999 letter of employment agreement with Devonian through the termination of the Devonian/Mid-East Joint Venture on January 16, 2002, which wells are specifically identified on Exhibit 2 of Mid-East's Motion for Expedited Ruling in Limine; and

   d. The following exhibits listed in Plaintiff's pre-trial statement which were not produced in discovery and which Plaintiff has failed to provide to defense counsel:

      1. Pennsylvania DEP records regarding wells within AMI;
      2. Summary exhibit listing wells in AMI;
      3. Map/diagram of AMI;
      4. Production decline extrapolations and charts;
      5. Summary of production rates from AMI;
      6. Chart of Smyers ORRI gross production from AMI;
      7. PCA Index depicting gas prices;
      8. Gas price comparison chart;
      9. Royalty calculations summary;
      10. Supporting production documentation;
      11. Production/royalty charts

Respectfully submitted:

Dated: JUNE 10, 2008

Dom W. Greco, Esq.
Pa. Id. #16829
Nathaniel C. Parker, Esq.
Pa. Id. #90993
Law Office of Greco & Lander, P.C.
P. O. Box 667
Clarion, PA 16214
(814) 226-6853

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff,	:	
Vs.	:	No. 03-1598-CD
Mid-East Oil Company, Defendant.	:	

VERIFICATION

I, Mark A. Thompson, verify that the factual statements made herein in this ***Motion for Expedited Ruling in Limine*** 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.

Date: June 10, 2008

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff,	:	
Vs.	:	No. 03-1598-CD
Mid-East Oil Company, Defendant.	:	

ORDER

AND NOW, this 17th day of June, 2008, upon consideration of the Defendant's Motion for Expedited Ruling in Limine, it is hereby ORDERED that:

1. A Rule is issued upon Plaintiff to show cause why the Defendant is not entitled to the relief requested;

2. Argument on the said Motion is hereby scheduled to be heard by the Court on the 9th day of July, 2008 at 1:30 PM, ~~PM~~. in Courtroom No. 2 of the Clearfield County Courthouse;

3. Plaintiff shall file and serve a responsive brief at least ten (10) days in advance of argument; and

BY THE COURT:

Frederic J. Ammerman

Hon. Frederic J. Ammerman, P.J.

FILED

JUN 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

3 cert to Att
Powell

{GL080460.1}

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff,	:	
Vs.	:	No. 03-1598-CD
Mid-East Oil Company, Defendant.	:	

ORDER

AND NOW, this ____ day of _____, 2008, upon consideration of Defendant's Motion for Expedited Ruling in Limine, and for good cause shown, it is hereby ORDERED that Plaintiff's claim in the within matter, and consequently Plaintiff's case in chief, shall be confined to evidence pertaining to the 64 wells drilled by Mid-East from the time of Plaintiff's August 3, 1999 letter of employment agreement with Devonian (Amended Complaint Exhibit 1, page 5 of 5) through the termination of the Devonian/Mid-East Joint Venture on January 16, 2002 (Amended Complaint Exhibit 3), which wells are specifically identified on Exhibit 2 of Mid-East's Motion for Expedited Ruling in Limine.

It is further Ordered that Plaintiff is precluded from offering the following testimonial and documentary evidence at the time of trial:

a. Plaintiff's Expert 'Evaluation' by William Roach;

b. Testimony from Plaintiff's Expert, William Roach;

c. Any evidence pertaining to any wells other than those 64 wells drilled from the time of Plaintiff's August 3, 1999 letter of employment agreement with Devonian through the termination of the Devonian/Mid-East Joint Venture on January 16, 2002,

which wells are specifically identified on Exhibit 2 of Defendant's Motion for Expedited Ruling in Limine; and

d. The following exhibits listed in Plaintiff's pre-trial statement which were not produced in discovery and which Plaintiff has failed to provide to defense counsel:

1. Pennsylvania DEP records regarding wells within AMI;
2. Summary exhibit listing wells in AMI;
3. Map/diagram of AMI;
4. Production decline extrapolations and charts;
5. Summary of production rates from AMI;
6. Chart of Smyers ORRI gross production from AMI;
7. PCA Index depicting gas prices;
8. Gas price comparison chart;
9. Royalty calculations summary;
10. Supporting production documentation;
11. Production/royalty charts

BY THE COURT:

_____

J.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff,	:	
Vs.	:	No. 03-1598-CD
Mid-East Oil Company, Defendant.	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Motion for Expedited Ruling in Limine**", was sent by U.S. mail, postage prepaid, on JUNE 11, 2008, to other counsel of record addressed as follows:

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By Nathaniel C. Parker (SEAL)
NATHANIEL C. PARKER, ESQ.

EXHIBIT 1

Larry F. Smyers
Petroleum Geologist/Geophysicist

AAPG Certified Petroleum Geologist # 4774
Lic. Prof. Geologist WY, # 221
Reg. Professional Geologist PA, 3203

300 E. Second Ave.
DuBois, PA 15801

Telephone/Fax
814.371.7450

August 3, 1999

Mr. Stan Thompson
Van Hampton Oil & Gas Company
Route 36
Pleasantville, PA

Dear Stan:

It was a pleasure to meet with you to discuss the potential of some areas for natural gas drilling, and my availability to aid you in developing drilling programs.

The following is a brief summary of my proposal to retain my services to develop drilling prospects, and provide technical assistance in the preparation of drilling program prospectuses as well as the various stages of project development. It is my intention to keep it as simple as possible and start working towards some significant drilling projects:

1. Retainer fee of $ ~~2,500~~ 1500 LRS from which a $ 175/ day fee will be deducted for each day worked on a project (plus necessary expenses). This retainer fee is renewable when the balance from the previous payment is depleted. Prospects and/or programs will be developed as efficiently as professional prudence and economics allow.
2. A 1/64 interest (ORRI) of the gross from the sale of natural gas, associated liquids, or crude oil from each well located in a prospect, or program, I propose.
3. Cost of maps, seismic data, or that data necessary for prospect, and program development, will be borne by Van Hampton and will remain their property. Any information used in prospect and/or program development from my personal files of which copies will become the property of Hampton Oil & Gas.
4. The areas of interest will adhere to the AAPG DPA/ SIPES Confidentiality Agreement attached.
5. When drilling programs develop, my professional services will be retained ongoing project technical development (i.e. site geological consulting etc.).

Details can be worked out at a later date in respect to areas of interest, data necessary for project development, fee renewal schedule, etc. as the projects develop.

I trust this proposal is sufficient to begin discussion towards a rewarding working relationship. Please call me if you have any questions.

Sincerely,

Larry Smyers

Exhibit II

EXHIBIT 2

Summary of Production Data

Total Possible Legal Extent of Plaintiff's Claims

Production to date from 64 Devonian/Mid-East Joint Venture Wells:

(A) $ 17,355,762.01

Interest on outstanding balance of total production @ 6.00% per year:

(B) $ 1,974,353.80

Future value of 64 wells based on decline estimate:

(C) $ 10,131,764.74

Total Net Present Value of 64 Wells: **(D) $ 29,461,880.54**

1/64th of Total Net Present Value of 64 Wells:

(E) $ 460,341.88

Amounts paid by Mid-East to Plaintiff in anticipation of services:

(F) $ (97,246.04)

Net Present Value of Smyer's Claims $ 363,095.84

	Well Name	Well Number	Spud Date	Gross Volume	(A) Gross Production Income	(B) Interest @6%	(C) Projected Production PV 10	(D) Total	(E) Value of 1/64th
1	CONFER #1	MID2011	08/28/2000	63,957	$ 322,830.67	$ 68,060.70	$135,025.67	$ 525,917.04	$ 8,217.45
2	CONFER #2	MID2012	12/21/2000	55,284	$ 275,761.94	$ 45,893.52	$210,180.07	$ 531,835.53	$ 8,309.93
3	CONFER #3	MID2013	01/02/2001	53,178	$ 264,663.69	$ 52,087.92	$135,808.98	$ 452,560.58	$ 7,071.26
4	CONFER #4	MID2014	01/15/2001	85,809	$ 409,157.92	$ 73,042.86	$212,372.94	$ 694,573.72	$ 10,852.71
5	CONFER #5	MID2015	01/11/2001	84,184	$ 383,328.39	$ 62,243.99	$207,377.02	$ 652,949.40	$ 10,202.33
6	CONFER #6	MID2016	01/07/2001	52,985	$ 262,354.79	$ 46,210.52	$153,483.42	$ 462,048.73	$ 7,219.51
7	CONFER #7	MID2017	02/13/2001	60,440	$ 270,462.57	$ 37,576.79	$131,999.67	$ 440,039.03	$ 6,875.61
8	CONFER #8	MID2018	01/24/2001	61,226	$ 291,243.87	$ 49,901.04	$165,497.08	$ 506,641.99	$ 7,916.28
9	CONFER #9	MID2019	02/06/2001	33,166	$ 150,077.51	$ 21,504.20	$78,826.41	$ 250,408.11	$ 3,912.63
10	L BARNYAK #1	MID2020	02/01/2001	142,382	$ 622,388.89	$ 92,865.22	$167,905.17	$ 883,159.28	$ 13,799.36
11	L BARNYAK #2	MID2021	03/01/2001	13,140	$ 54,799.08	$ 7,991.20	$16,295.60	$ 79,085.88	$ 1,235.72
12	ETTERS #1	MID2022	01/07/2001	16,440	$ 78,586.94	$ 11,836.95	$49,380.69	$ 139,804.58	$ 2,184.45
13	SGL 100 #6	MID2023	02/19/2001	30,790	$ 157,539.53	$ 25,681.49	$101,995.79	$ 285,216.81	$ 4,456.51
14	SGL 100 #10	MID2024	03/14/2001	67,303	$ 309,927.99	$ 37,064.33	$191,166.71	$ 538,159.03	$ 8,408.73
15	SGL 100 #9	MID2025	03/05/2001	52,277	$ 240,769.28	$ 30,360.91	$142,839.80	$ 413,969.99	$ 6,468.28
16	SGL 100 #3	MID2026	01/22/2001	31,746	$ 122,604.99	$ 9,000.67	$58,503.78	$ 190,109.45	$ 2,970.46
17	SGL 100 #2	MID2027	01/29/2001	45,628	$ 210,242.97	$ 20,863.34	$147,049.77	$ 378,156.08	$ 5,908.69
18	SGL 100 #11	MID2028	03/18/2001	57,360	$ 262,015.55	$ 26,406.86	$171,432.01	$ 459,854.42	$ 7,185.23
19	SGL 100 #13	MID2029	03/22/2001	55,328	$ 248,813.25	$ 29,454.65	$151,620.60	$ 429,888.50	$ 6,717.01
20	SGL 100 #12	MID2030	03/30/2001	45,102	$ 195,993.48	$ 22,433.11	$110,629.42	$ 329,056.01	$ 5,141.50
21	WARN/FORE #7	MID2031	04/05/2001	7,960	$ 31,309.52	$ 2,739.08	$24,347.85	$ 58,396.44	$ 912.44
22	WARN/FORE #2	MID2032	04/11/2001	3,508	$ 16,211.15	$ 1,876.21	$5,622.22	$ 23,709.59	$ 370.46
23	S BARNYAK #1	MID2033	04/18/2001	107,540	$ 460,526.91	$ 43,543.71	$213,710.90	$ 717,781.52	$ 11,215.34
24	WARN/FORE #1	MID2034	04/25/2001	17,578	$ 87,038.90	$ 9,875.78	$71,326.44	$ 168,241.12	$ 2,628.77
25	CONFER #19	MID2040	06/21/2001	32,357	$ 143,241.82	$ 13,927.33	$85,701.98	$ 242,871.13	$ 3,794.86
26	CONFER #20	MID2041	06/27/2001	28,827	$ 115,865.37	$ 10,032.84	$43,647.07	$ 169,545.28	$ 2,649.14
27	CONFER #18	MID2042	07/10/2001	94,952	$ 378,584.40	$ 34,385.61	$93,974.09	$ 506,944.10	$ 7,921.00
28	SGL 100 #8	MID2043	07/14/2001	30,172	$ 131,778.50	$ 12,315.32	$95,489.85	$ 239,583.67	$ 3,743.49
29	FORESMAN L. #2	MID2044	07/18/2001	108,846	$ 499,318.65	$ 52,832.46	$313,690.21	$ 865,841.31	$ 13,528.77
30	SGL 100 #1	MID2045	01/19/2001	59,770	$ 251,121.44	$ 23,761.17	$134,122.54	$ 409,005.14	$ 6,390.71
31	FORESMAN L. #1	MID2046	07/25/2001	66,289	$ 294,431.31	$ 29,599.92	$150,793.10	$ 474,824.32	$ 7,419.13
32	FORESMAN L. #5	MID2047	07/30/2001	99,149	$ 443,579.65	$ 45,392.89	$261,241.64	$ 750,214.18	$ 11,722.10
33	FORESMAN L. #6	MID2048	08/07/2001	41,595	$ 168,229.57	$ 14,248.57	$135,015.65	$ 317,493.79	$ 4,960.84

	Well Name	Well Number	Spud Date	Gross Volume	(A) Gross Production Income	(B) Interest @6%	(C) Projected Production PV 10	(D) Total	(E) Value of 1/64th
34	SGL 100 #21	MID2049	08/27/2001	63,719	$ 295,937.18	$ 30,349.37	$215,609.30	$ 541,895.85	$ 8,467.12
35	SGL 100 #20	MID2050	09/04/2001	141,353	$ 609,068.95	$ 56,679.33	$353,983.41	$ 1,019,731.70	$ 15,933.31
36	FORESMAN L. #4	MID2051	09/07/2001	83,182	$ 343,579.82	$ 29,992.94	$178,621.42	$ 552,194.19	$ 8,628.03
37	SGL 100 #19	MID2052	09/07/2001	145,223	$ 661,057.56	$ 67,217.40	$366,921.49	$ 1,095,196.45	$ 17,112.44
38	SGL 100 #22	MID2053	09/10/2001	45,385	$ 198,074.45	$ 18,617.19	$127,347.99	$ 344,039.64	$ 5,375.62
39	SGL 100 #5	MID2054	09/12/2001	29,481	$ 139,261.65	$ 15,050.39	$105,999.59	$ 260,311.63	$ 4,067.37
40	SGL 100 #26	MID2055	09/13/2001	122,306	$ 506,604.37	$ 43,592.81	$219,694.46	$ 769,891.64	$ 12,029.56
41	SGL 100 #33	MID2056	09/19/2001	36,063	$ 147,473.49	$ 12,253.40	$83,132.36	$ 242,859.25	$ 3,794.68
42	CRAWFORD #1	MID2057	09/19/2001	11,375	$ 48,714.19	$ 4,756.19	$43,706.06	$ 97,176.45	$ 1,518.38
43	SGL 100 #32	MID2058	09/22/2001	44,047	$ 187,662.85	$ 15,996.20	$99,362.96	$ 303,022.02	$ 4,734.72
44	WARN/FORE #9	MID2059	09/23/2001	24,882	$ 122,207.31	$ 12,312.85	$104,980.69	$ 239,500.85	$ 3,742.20
45	SGL 100 #28	MID2060	09/25/2001	84,967	$ 368,039.65	$ 34,332.68	$235,641.00	$ 638,013.33	$ 9,968.96
46	SGL 100 #23	MID2061	09/27/2001	75,506	$ 351,660.70	$ 35,497.47	$252,360.23	$ 639,518.39	$ 9,992.47
47	CONFER #10	MID2062	09/28/2001	32,000	$ 154,893.44	$ 16,667.92	$115,802.59	$ 287,363.95	$ 4,490.06
48	SGL 100 #27	MID2063	09/28/2001	115,131	$ 510,223.93	$ 49,213.95	$312,415.43	$ 871,853.31	$ 13,622.71
49	SGL 100 #24	MID2064	10/03/2001	118,022	$ 561,786.75	$ 59,708.75	$403,932.37	$ 1,025,427.88	$ 16,022.31
50	SGL 100 #25	MID2065	10/07/2001	184,801	$ 877,405.10	$ 92,732.49	$556,299.76	$ 1,526,437.35	$ 23,850.58
51	SGL 100 #29	MID2066	10/10/2001	75,846	$ 343,314.34	$ 32,717.05	$230,241.31	$ 606,272.70	$ 9,473.01
52	CONFER #11	MID2067	10/12/2001	33,249	$ 159,231.38	$ 16,827.79	$108,755.39	$ 284,814.56	$ 4,450.23
53	SGL 100 #36	MID2068	10/17/2001	28,504	$ 117,976.77	$ 10,082.18	$62,612.93	$ 190,671.87	$ 2,979.25
54	SGL 100 #59	MID2070	01/02/2002	52,355	$ 244,008.13	$ 24,017.47	$147,625.37	$ 415,650.98	$ 6,494.55
55	SGL 100 #31	MID2071	01/02/2002	53,930	$ 257,211.69	$ 27,786.78	$141,251.47	$ 426,249.94	$ 6,660.16
56	SGL 100 #56	MID2072	01/06/2002	74,350	$ 345,675.54	$ 35,364.09	$211,660.68	$ 592,700.32	$ 9,260.94
57	SGL 100 #30	MID2073	01/06/2002	42,367	$ 195,505.51	$ 19,024.67	$134,097.09	$ 348,627.27	$ 5,447.30
58	SGL 100 #57	MID2074	01/10/2002	64,339	$ 297,593.10	$ 29,532.25	$185,031.62	$ 512,156.97	$ 8,002.45
59	SGL 100 #34	MID2075	01/15/2002	37,242	$ 158,370.14	$ 14,136.89	$86,726.87	$ 259,233.90	$ 4,050.53
60	SGL 100 #60	MID2076	01/16/2002	49,827	$ 255,386.73	$ 28,622.10	$213,060.73	$ 497,069.56	$ 7,766.71
61	SGL 100 #62	MID2077	01/18/2002	82,772	$ 389,024.81	$ 39,926.85	$252,466.51	$ 681,418.17	$ 10,647.16
62	SGL 100 #35	MID2078	01/20/2002	34,454	$ 158,429.92	$ 16,210.08	$99,987.93	$ 274,627.93	$ 4,291.06
63	SGL 100 #44	MID2079	01/22/2002	28,896	$ 137,393.10	$ 13,980.89	$78,839.57	$ 230,213.56	$ 3,597.09
64	SGL (TR100) #17	MID2036	05/09/2001	11,591	$ 58,188.97	$ 6,142.20	$35,522.03	$ 99,853.19	$ 1,560.21
				3,833,433	$ 17,355,762.01	$ 1,974,353.80	$ 10,131,764.74	$ 29,461,880.54	$ 460,341.88
					(A)	(B)	(C)	(D)	(E)

	Check Date	Mid-East Oil Co Distribution Account Check #	Amounts Paid By Mid-East Oil
1	09/25/2001	27932	$ 2,089.94
2	10/25/2001	28099	$ 2,750.52
3	11/26/2001	28275	$ 2,691.88
4	12/21/2001	28463	$ 2,506.29
5	01/25/2002	28677	$ 2,761.83
6	02/25/2002	28843	$ 4,736.92
7	03/25/2002	29020	$ 1,870.82
8	04/25/2002	29365	$ 4,378.59
9	05/24/2002	29517	$ 2,661.73
10	06/25/2002	29691	$ 4,164.25
11	07/25/2002	29852	$ 4,525.53
12	08/26/2002	29938	$ 6,654.65
13	09/26/2002	30020	$ 5,351.17
14	10/25/2002	30089	$ 4,096.69
15	11/25/2002	30151	$ 1,151.67
16	12/26/2002	30228	$ 4,866.37
17	01/25/2003	30351	$ 4,926.03
18	02/25/2003	30411	$ 5,207.92
19	03/25/2003	30476	$ 4,325.75
20	04/25/2003	30543	$ 4,434.77
21	05/27/2003	30615	$ 3,783.05
22	06/25/2003	30691	$ 4,312.73
23	07/25/2003	30771	$ 4,663.18
24	08/25/2003	30852	$ 3,643.88
25	09/25/2003	30943	$ 2,371.79
26	10/27/2003	31034	$ 2,318.09
			$ 97,246.04
			(F)

Apr-01	CONFER #1	MID2011	7,823	$	63,131.61	$ 8.07
May-01	CONFER #1	MID2011	2,839	$	16,466.20	$ 5.80
Jun-01	CONFER #1	MID2011	2,378	$	11,343.06	$ 4.77
Jul-01	CONFER #1	MID2011	1,991	$	10,094.37	$ 5.07
Aug-01	CONFER #1	MID2011	1,818	$	8,399.16	$ 4.62
Sep-01	CONFER #1	MID2011	2,037	$	6,966.54	$ 3.42
Oct-01	CONFER #1	MID2011	1,390	$	4,197.80	$ 3.02
Nov-01	CONFER #1	MID2011	1,188	$	3,599.64	$ 3.03
Dec-01	CONFER #1	MID2011	1,265	$	2,808.30	$ 2.22
Jan-02	CONFER #1	MID2011	1,315	$	2,432.75	$ 1.85
Feb-02	CONFER #1	MID2011	899	$	2,670.03	$ 2.97
Mar-02	CONFER #1	MID2011	674	$	1,476.06	$ 2.19
Apr-02	CONFER #1	MID2011	1,418	$	3,545.00	$ 2.50
May-02	CONFER #1	MID2011	978	$	1,897.32	$ 1.94
Jun-02	CONFER #1	MID2011	927	$	2,067.21	$ 2.23
Jul-02	CONFER #1	MID2011	863	$	2,692.56	$ 3.12
Aug-02	CONFER #1	MID2011	1,094	$	3,435.16	$ 3.14
Sep-02	CONFER #1	MID2011	1,047	$	3,371.34	$ 3.22
Oct-02	CONFER #1	MID2011	1,130	$	3,491.70	$ 3.09
Nov-02	CONFER #1	MID2011	675	$	1,984.50	$ 2.94
Dec-02	CONFER #1	MID2011	1,165	$	3,821.20	$ 3.28
Jan-03	CONFER #1	MID2011	961	$	3,132.86	$ 3.26
Feb-03	CONFER #1	MID2011	823	$	3,078.02	$ 3.74
Mar-03	CONFER #1	MID2011	714	$	2,806.02	$ 3.93
Apr-03	CONFER #1	MID2011	819	$	3,292.38	$ 4.02
May-03	CONFER #1	MID2011	651	$	2,727.69	$ 4.19
Jun-03	CONFER #1	MID2011	687	$	3,118.98	$ 4.54
Jul-03	CONFER #1	MID2011	713	$	3,465.18	$ 4.86
Aug-03	CONFER #1	MID2011	609	$	2,758.77	$ 4.53
Sep-03	CONFER #1	MID2011	414	$	1,796.76	$ 4.34
Oct-03	CONFER #1	MID2011	436	$	1,848.64	$ 4.24
Nov-03	CONFER #1	MID2011	795	$	3,315.15	$ 4.17
Dec-03	CONFER #1	MID2011	528	$	2,196.48	$ 4.16
Jan-04	CONFER #1	MID2011	634	$	2,504.30	$ 3.95
Feb-04	CONFER #1	MID2011	588	$	2,334.36	$ 3.97
Mar-04	CONFER #1	MID2011	532	$	2,165.24	$ 4.07
Apr-04	CONFER #1	MID2011	550	$	2,887.50	$ 5.25
May-04	CONFER #1	MID2011	558	$	2,678.40	$ 4.80
Jun-04	CONFER #1	MID2011	556	$	2,513.12	$ 4.52
Jul-04	CONFER #1	MID2011	491	$	2,302.79	$ 4.69
Aug-04	CONFER #1	MID2011	506	$	2,317.48	$ 4.58
Sep-04	CONFER #1	MID2011	507	$	2,616.12	$ 5.16
Oct-04	CONFER #1	MID2011	509	$	2,433.02	$ 4.78
Nov-04	CONFER #1	MID2011	482	$	2,375.54	$ 4.93
Dec-04	CONFER #1	MID2011	458	$	1,986.35	$ 4.34
Jan-05	CONFER #1	MID2011	463	$	2,282.68	$ 4.93
Feb-05	CONFER #1	MID2011	444	$	2,473.93	$ 5.57
Mar-05	CONFER #1	MID2011	442	$	2,638.64	$ 5.97
Apr-05	CONFER #1	MID2011	441	$	2,624.83	$ 5.95
May-05	CONFER #1	MID2011	414	$	2,537.25	$ 6.13
Jun-05	CONFER #1	MID2011	427	$	2,642.62	$ 6.19
Jul-05	CONFER #1	MID2011	420	$	2,899.26	$ 6.90

Aug-05	CONFER #1	MID2011	410	$	2,549.13	$ 6.22
Sep-05	CONFER #1	MID2011	392	$	2,236.75	$ 5.71
Oct-05	CONFER #1	MID2011	381	$	2,448.27	$ 6.43
Nov-05	CONFER #1	MID2011	503	$	3,602.18	$ 7.16
Dec-05	CONFER #1	MID2011	444	$	4,543.85	$ 10.23
Jan-06	CONFER #1	MID2011	411	$	5,464.65	$ 13.30
Feb-06	CONFER #1	MID2011	363	$	4,750.22	$ 13.09
Mar-06	CONFER #1	MID2011	373	$	3,899.05	$ 10.45
Apr-06	CONFER #1	MID2011	384	$	4,037.64	$ 10.51
May-06	CONFER #1	MID2011	345	$	2,655.14	$ 7.70
Jun-06	CONFER #1	MID2011	375	$	2,451.51	$ 6.54
Jul-06	CONFER #1	MID2011	352	$	2,362.84	$ 6.71
Aug-06	CONFER #1	MID2011	371	$	2,429.48	$ 6.55
Sep-06	CONFER #1	MID2011	325	$	1,751.25	$ 5.39
Oct-06	CONFER #1	MID2011	333	$	1,761.27	$ 5.29
Nov-06	CONFER #1	MID2011	367	$	2,335.11	$ 6.36
Dec-06	CONFER #1	MID2011	370	$	2,282.89	$ 6.17
Jan-07	CONFER #1	MID2011	359	$	1,317.67	$ 3.67
Feb-07	CONFER #1	MID2011	340	$	2,201.86	$ 6.48
Mar-07	CONFER #1	MID2011	383	$	2,880.04	$ 7.52
Apr-07	CONFER #1	MID2011	312	$	1,749.18	$ 5.61
May-07	CONFER #1	MID2011	272	$	1,687.42	$ 6.20
Jun-07	CONFER #1	MID2011	362	$	2,679.96	$ 7.40
Jul-07	CONFER #1	MID2011	293	$	2,051.41	$ 7.00
Aug-07	CONFER #1	MID2011	314	$	2,062.46	$ 6.57
Sep-07	CONFER #1	MID2011	295	$	2,036.69	$ 6.90
Oct-07	CONFER #1	MID2011	312	$	1,964.13	$ 6.30
Nov-07	CONFER #1	MID2011	291	$	1,540.26	$ 5.29
Dec-07	CONFER #1	MID2011	282	$	1,302.51	$ 4.62
Jan-08	CONFER #1	MID2011	297	$	1,659.85	$ 5.59
Feb-08	CONFER #1	MID2011	282	$	1,818.03	$ 6.45
Mar-08	CONFER #1	MID2011	294	$	1,875.91	$ 6.38
Apr-08	CONFER #1	MID2011	284	$	1,800.19	$ 6.34
			63,957	$	322,830.67	

Apr-01	CONFER #2	MID2012	1,684	$	15,981.16	$ 9.49
May-01	CONFER #2	MID2012	2,733	$	15,851.40	$ 5.80
Jun-01	CONFER #2	MID2012	1,932	$	9,215.64	$ 4.77
Jul-01	CONFER #2	MID2012	1,473	$	7,468.11	$ 5.07
Aug-01	CONFER #2	MID2012	1,607	$	7,424.34	$ 4.62
Sep-01	CONFER #2	MID2012	1,483	$	5,071.86	$ 3.42
Oct-01	CONFER #2	MID2012	1,407	$	4,249.14	$ 3.02
Nov-01	CONFER #2	MID2012	1,301	$	3,942.03	$ 3.03
Dec-01	CONFER #2	MID2012	1,328	$	2,948.16	$ 2.22
Jan-02	CONFER #2	MID2012	1,376	$	2,545.60	$ 1.85
Feb-02	CONFER #2	MID2012	541	$	1,606.77	$ 2.97
Mar-02	CONFER #2	MID2012	603	$	1,320.57	$ 2.19
Apr-02	CONFER #2	MID2012	1,118	$	2,795.00	$ 2.50
May-02	CONFER #2	MID2012	922	$	1,788.68	$ 1.94
Jun-02	CONFER #2	MID2012	862	$	1,922.26	$ 2.23
Jul-02	CONFER #2	MID2012	543	$	1,694.16	$ 3.12
Aug-02	CONFER #2	MID2012	1,081	$	3,394.34	$ 3.14
Sep-02	CONFER #2	MID2012	850	$	2,737.00	$ 3.22
Oct-02	CONFER #2	MID2012	648	$	2,002.32	$ 3.09
Nov-02	CONFER #2	MID2012	-	$	-	$ -
Dec-02	CONFER #2	MID2012	943	$	3,093.04	$ 3.28
Jan-03	CONFER #2	MID2012	708	$	2,308.08	$ 3.26
Feb-03	CONFER #2	MID2012	849	$	3,175.26	$ 3.74
Mar-03	CONFER #2	MID2012	682	$	2,680.26	$ 3.93
Apr-03	CONFER #2	MID2012	757	$	3,043.14	$ 4.02
May-03	CONFER #2	MID2012	582	$	2,438.58	$ 4.19
Jun-03	CONFER #2	MID2012	624	$	2,832.96	$ 4.54
Jul-03	CONFER #2	MID2012	603	$	2,930.58	$ 4.86
Aug-03	CONFER #2	MID2012	451	$	2,043.03	$ 4.53
Sep-03	CONFER #2	MID2012	271	$	1,176.14	$ 4.34
Oct-03	CONFER #2	MID2012	292	$	1,238.08	$ 4.24
Nov-03	CONFER #2	MID2012	666	$	2,777.22	$ 4.17
Dec-03	CONFER #2	MID2012	500	$	2,080.00	$ 4.16
Jan-04	CONFER #2	MID2012	472	$	1,864.40	$ 3.95
Feb-04	CONFER #2	MID2012	551	$	2,187.47	$ 3.97
Mar-04	CONFER #2	MID2012	504	$	2,051.28	$ 4.07
Apr-04	CONFER #2	MID2012	521	$	2,735.25	$ 5.25
May-04	CONFER #2	MID2012	481	$	2,308.80	$ 4.80
Jun-04	CONFER #2	MID2012	581	$	2,626.12	$ 4.52
Jul-04	CONFER #2	MID2012	553	$	2,593.57	$ 4.69
Aug-04	CONFER #2	MID2012	532	$	2,436.56	$ 4.58
Sep-04	CONFER #2	MID2012	576	$	2,972.16	$ 5.16
Oct-04	CONFER #2	MID2012	478	$	2,284.84	$ 4.78
Nov-04	CONFER #2	MID2012	449	$	2,212.90	$ 4.93
Dec-04	CONFER #2	MID2012	412	$	1,786.85	$ 4.34
Jan-05	CONFER #2	MID2012	401	$	1,977.00	$ 4.93
Feb-05	CONFER #2	MID2012	401	$	2,234.33	$ 5.57
Mar-05	CONFER #2	MID2012	399	$	2,381.93	$ 5.97
Apr-05	CONFER #2	MID2012	401	$	2,386.76	$ 5.95
May-05	CONFER #2	MID2012	390	$	2,390.17	$ 6.13
Jun-05	CONFER #2	MID2012	363	$	2,246.53	$ 6.19

Jul-05	CONFER #2	MID2012	445	$	3,071.84	$ 6.90
Aug-05	CONFER #2	MID2012	433	$	2,692.13	$ 6.22
Sep-05	CONFER #2	MID2012	400	$	2,282.40	$ 5.71
Oct-05	CONFER #2	MID2012	417	$	2,679.61	$ 6.43
Nov-05	CONFER #2	MID2012	424	$	3,036.43	$ 7.16
Dec-05	CONFER #2	MID2012	420	$	4,298.24	$ 10.23
Jan-06	CONFER #2	MID2012	437	$	5,810.35	$ 13.30
Feb-06	CONFER #2	MID2012	470	$	6,150.42	$ 13.09
Mar-06	CONFER #2	MID2012	500	$	5,226.62	$ 10.45
Apr-06	CONFER #2	MID2012	463	$	4,868.31	$ 10.51
May-06	CONFER #2	MID2012	423	$	3,255.44	$ 7.70
Jun-06	CONFER #2	MID2012	451	$	2,948.34	$ 6.54
Jul-06	CONFER #2	MID2012	440	$	2,953.56	$ 6.71
Aug-06	CONFER #2	MID2012	477	$	3,123.61	$ 6.55
Sep-06	CONFER #2	MID2012	448	$	2,414.03	$ 5.39
Oct-06	CONFER #2	MID2012	458	$	2,422.41	$ 5.29
Nov-06	CONFER #2	MID2012	465	$	2,958.66	$ 6.36
Dec-06	CONFER #2	MID2012	459	$	2,832.00	$ 6.17
Jan-07	CONFER #2	MID2012	485	$	1,780.14	$ 3.67
Feb-07	CONFER #2	MID2012	472	$	3,056.70	$ 6.48
Mar-07	CONFER #2	MID2012	493	$	3,707.22	$ 7.52
Apr-07	CONFER #2	MID2012	457	$	2,562.09	$ 5.61
May-07	CONFER #2	MID2012	398	$	2,469.09	$ 6.20
Jun-07	CONFER #2	MID2012	548	$	4,056.95	$ 7.40
Jul-07	CONFER #2	MID2012	432	$	3,024.61	$ 7.00
Aug-07	CONFER #2	MID2012	459	$	3,014.86	$ 6.57
Sep-07	CONFER #2	MID2012	394	$	2,720.20	$ 6.90
Oct-07	CONFER #2	MID2012	473	$	2,977.68	$ 6.30
Nov-07	CONFER #2	MID2012	445	$	2,355.37	$ 5.29
Dec-07	CONFER #2	MID2012	479	$	2,212.42	$ 4.62
Jan-08	CONFER #2	MID2012	458	$	2,559.64	$ 5.59
Feb-08	CONFER #2	MID2012	440	$	2,836.64	$ 6.45
Mar-08	CONFER #2	MID2012	455	$	2,903.19	$ 6.38
Apr-08	CONFER #2	MID2012	481	$	3,048.91	$ 6.34
			55,284	$	275,761.94	
Apr-01	CONFER #3	MID2013	3,197	$	30,339.53	$ 9.49
May-01	CONFER #3	MID2013	3,099	$	17,974.20	$ 5.80
Jun-01	CONFER #3	MID2013	2,127	$	10,145.79	$ 4.77
Jul-01	CONFER #3	MID2013	2,001	$	10,145.07	$ 5.07
Aug-01	CONFER #3	MID2013	2,000	$	9,240.00	$ 4.62
Sep-01	CONFER #3	MID2013	1,620	$	5,540.40	$ 3.42
Oct-01	CONFER #3	MID2013	1,488	$	4,493.76	$ 3.02
Nov-01	CONFER #3	MID2013	1,228	$	3,720.84	$ 3.03
Dec-01	CONFER #3	MID2013	1,261	$	2,799.42	$ 2.22
Jan-02	CONFER #3	MID2013	1,352	$	2,501.20	$ 1.85
Feb-02	CONFER #3	MID2013	735	$	2,182.95	$ 2.97
Mar-02	CONFER #3	MID2013	345	$	755.55	$ 2.19
Apr-02	CONFER #3	MID2013	1,193	$	2,982.50	$ 2.50
May-02	CONFER #3	MID2013	850	$	1,649.00	$ 1.94
Jun-02	CONFER #3	MID2013	655	$	1,460.65	$ 2.23
Jul-02	CONFER #3	MID2013	491	$	1,531.92	$ 3.12

Aug-02	CONFER #3	MID2013	1,202	$	3,774.28	$ 3.14
Sep-02	CONFER #3	MID2013	838	$	2,698.36	$ 3.22
Oct-02	CONFER #3	MID2013	743	$	2,295.87	$ 3.09
Nov-02	CONFER #3	MID2013	330	$	970.20	$ 2.94
Dec-02	CONFER #3	MID2013	715	$	2,345.20	$ 3.28
Jan-03	CONFER #3	MID2013	834	$	2,718.84	$ 3.26
Feb-03	CONFER #3	MID2013	783	$	2,928.42	$ 3.74
Mar-03	CONFER #3	MID2013	597	$	2,346.21	$ 3.93
Apr-03	CONFER #3	MID2013	617	$	2,480.34	$ 4.02
May-03	CONFER #3	MID2013	534	$	2,237.46	$ 4.19
Jun-03	CONFER #3	MID2013	578	$	2,624.12	$ 4.54
Jul-03	CONFER #3	MID2013	584	$	2,838.24	$ 4.86
Aug-03	CONFER #3	MID2013	490	$	2,219.70	$ 4.53
Sep-03	CONFER #3	MID2013	283	$	1,228.22	$ 4.34
Oct-03	CONFER #3	MID2013	233	$	987.92	$ 4.24
Nov-03	CONFER #3	MID2013	692	$	2,885.64	$ 4.17
Dec-03	CONFER #3	MID2013	545	$	2,267.20	$ 4.16
Jan-04	CONFER #3	MID2013	407	$	1,607.65	$ 3.95
Feb-04	CONFER #3	MID2013	595	$	2,362.15	$ 3.97
Mar-04	CONFER #3	MID2013	473	$	1,925.11	$ 4.07
Apr-04	CONFER #3	MID2013	560	$	2,940.00	$ 5.25
May-04	CONFER #3	MID2013	457	$	2,193.60	$ 4.80
Jun-04	CONFER #3	MID2013	487	$	2,201.24	$ 4.52
Jul-04	CONFER #3	MID2013	454	$	2,129.26	$ 4.69
Aug-04	CONFER #3	MID2013	436	$	1,996.88	$ 4.58
Sep-04	CONFER #3	MID2013	453	$	2,337.48	$ 5.16
Oct-04	CONFER #3	MID2013	464	$	2,217.92	$ 4.78
Nov-04	CONFER #3	MID2013	432	$	2,129.12	$ 4.93
Dec-04	CONFER #3	MID2013	428	$	1,856.25	$ 4.34
Jan-05	CONFER #3	MID2013	416	$	2,050.96	$ 4.93
Feb-05	CONFER #3	MID2013	401	$	2,234.33	$ 5.57
Mar-05	CONFER #3	MID2013	399	$	2,381.93	$ 5.97
Apr-05	CONFER #3	MID2013	374	$	2,226.05	$ 5.95
May-05	CONFER #3	MID2013	378	$	2,316.62	$ 6.13
Jun-05	CONFER #3	MID2013	375	$	2,320.79	$ 6.19
Jul-05	CONFER #3	MID2013	383	$	2,643.85	$ 6.90
Aug-05	CONFER #3	MID2013	353	$	2,194.75	$ 6.22
Sep-05	CONFER #3	MID2013	355	$	2,025.63	$ 5.71
Oct-05	CONFER #3	MID2013	364	$	2,339.03	$ 6.43
Nov-05	CONFER #3	MID2013	374	$	2,678.36	$ 7.16
Dec-05	CONFER #3	MID2013	348	$	3,561.40	$ 10.23
Jan-06	CONFER #3	MID2013	349	$	4,640.30	$ 13.30
Feb-06	CONFER #3	MID2013	341	$	4,462.33	$ 13.09
Mar-06	CONFER #3	MID2013	354	$	3,700.44	$ 10.45
Apr-06	CONFER #3	MID2013	348	$	3,659.12	$ 10.51
May-06	CONFER #3	MID2013	317	$	2,439.65	$ 7.70
Jun-06	CONFER #3	MID2013	338	$	2,209.62	$ 6.54
Jul-06	CONFER #3	MID2013	316	$	2,121.19	$ 6.71
Aug-06	CONFER #3	MID2013	334	$	2,187.18	$ 6.55
Sep-06	CONFER #3	MID2013	270	$	1,454.88	$ 5.39
Oct-06	CONFER #3	MID2013	276	$	1,459.79	$ 5.29
Nov-06	CONFER #3	MID2013	335	$	2,131.51	$ 6.36

Dec-06	CONFER #3	MID2013	334	$	2,060.77	$ 6.17
Jan-07	CONFER #3	MID2013	334	$	1,225.91	$ 3.67
Feb-07	CONFER #3	MID2013	339	$	2,195.38	$ 6.48
Mar-07	CONFER #3	MID2013	349	$	2,624.38	$ 7.52
Apr-07	CONFER #3	MID2013	299	$	1,676.30	$ 5.61
May-07	CONFER #3	MID2013	260	$	1,612.97	$ 6.20
Jun-07	CONFER #3	MID2013	313	$	2,317.19	$ 7.40
Jul-07	CONFER #3	MID2013	297	$	2,079.42	$ 7.00
Aug-07	CONFER #3	MID2013	312	$	2,049.32	$ 6.57
Sep-07	CONFER #3	MID2013	298	$	2,057.41	$ 6.90
Oct-07	CONFER #3	MID2013	317	$	1,995.61	$ 6.30
Nov-07	CONFER #3	MID2013	293	$	1,550.84	$ 5.29
Dec-07	CONFER #3	MID2013	247	$	1,140.85	$ 4.62
Jan-08	CONFER #3	MID2013	309	$	1,726.91	$ 5.59
Feb-08	CONFER #3	MID2013	296	$	1,908.28	$ 6.45
Mar-08	CONFER #3	MID2013	300	$	1,914.19	$ 6.38
Apr-08	CONFER #3	MID2013	297	$	1,882.59	$ 6.34
			53,178	$	264,663.69	
Apr-01	CONFER #4	MID2014	1,631	$	15,478.19	$ 9.49
May-01	CONFER #4	MID2014	5,820	$	33,756.00	$ 5.80
Jun-01	CONFER #4	MID2014	3,657	$	17,443.89	$ 4.77
Jul-01	CONFER #4	MID2014	3,162	$	16,031.34	$ 5.07
Aug-01	CONFER #4	MID2014	2,917	$	13,476.54	$ 4.62
Sep-01	CONFER #4	MID2014	2,312	$	7,907.04	$ 3.42
Oct-01	CONFER #4	MID2014	2,212	$	6,680.24	$ 3.02
Nov-01	CONFER #4	MID2014	1,957	$	5,929.71	$ 3.03
Dec-01	CONFER #4	MID2014	2,100	$	4,662.00	$ 2.22
Jan-02	CONFER #4	MID2014	2,267	$	4,193.95	$ 1.85
Feb-02	CONFER #4	MID2014	1,233	$	3,662.01	$ 2.97
Mar-02	CONFER #4	MID2014	907	$	1,986.33	$ 2.19
Apr-02	CONFER #4	MID2014	1,246	$	3,115.00	$ 2.50
May-02	CONFER #4	MID2014	1,330	$	2,580.20	$ 1.94
Jun-02	CONFER #4	MID2014	1,552	$	3,460.96	$ 2.23
Jul-02	CONFER #4	MID2014	774	$	2,414.88	$ 3.12
Aug-02	CONFER #4	MID2014	1,419	$	4,455.66	$ 3.14
Sep-02	CONFER #4	MID2014	1,723	$	5,548.06	$ 3.22
Oct-02	CONFER #4	MID2014	1,286	$	3,973.74	$ 3.09
Nov-02	CONFER #4	MID2014	77	$	226.38	$ 2.94
Dec-02	CONFER #4	MID2014	1,413	$	4,634.64	$ 3.28
Jan-03	CONFER #4	MID2014	1,860	$	6,063.60	$ 3.26
Feb-03	CONFER #4	MID2014	1,404	$	5,250.96	$ 3.74
Mar-03	CONFER #4	MID2014	1,062	$	4,173.66	$ 3.93
Apr-03	CONFER #4	MID2014	1,188	$	4,775.76	$ 4.02
May-03	CONFER #4	MID2014	960	$	4,022.40	$ 4.19
Jun-03	CONFER #4	MID2014	1,075	$	4,880.50	$ 4.54
Jul-03	CONFER #4	MID2014	1,063	$	5,166.18	$ 4.86
Aug-03	CONFER #4	MID2014	906	$	4,104.18	$ 4.53
Sep-03	CONFER #4	MID2014	698	$	3,029.32	$ 4.34
Oct-03	CONFER #4	MID2014	360	$	1,526.40	$ 4.24
Nov-03	CONFER #4	MID2014	1,288	$	5,370.96	$ 4.17
Dec-03	CONFER #4	MID2014	892	$	3,710.72	$ 4.16

Jan-04	CONFER #4	MID2014	920	$	3,634.00	$ 3.95
Feb-04	CONFER #4	MID2014	851	$	3,378.47	$ 3.97
Mar-04	CONFER #4	MID2014	925	$	3,764.75	$ 4.07
Apr-04	CONFER #4	MID2014	1,009	$	5,297.25	$ 5.25
May-04	CONFER #4	MID2014	855	$	4,104.00	$ 4.80
Jun-04	CONFER #4	MID2014	874	$	3,950.48	$ 4.52
Jul-04	CONFER #4	MID2014	762	$	3,573.78	$ 4.69
Aug-04	CONFER #4	MID2014	803	$	3,677.74	$ 4.58
Sep-04	CONFER #4	MID2014	789	$	4,071.24	$ 5.16
Oct-04	CONFER #4	MID2014	794	$	3,795.32	$ 4.78
Nov-04	CONFER #4	MID2014	765	$	3,770.32	$ 4.93
Dec-04	CONFER #4	MID2014	748	$	3,244.10	$ 4.34
Jan-05	CONFER #4	MID2014	756	$	3,727.22	$ 4.93
Feb-05	CONFER #4	MID2014	687	$	3,827.90	$ 5.57
Mar-05	CONFER #4	MID2014	684	$	4,083.32	$ 5.97
Apr-05	CONFER #4	MID2014	668	$	3,975.93	$ 5.95
May-05	CONFER #4	MID2014	637	$	3,885.54	$ 6.13
Jun-05	CONFER #4	MID2014	777	$	4,808.69	$ 6.19
Jul-05	CONFER #4	MID2014	667	$	4,604.30	$ 6.90
Aug-05	CONFER #4	MID2014	644	$	4,004.01	$ 6.22
Sep-05	CONFER #4	MID2014	621	$	3,543.43	$ 5.71
Oct-05	CONFER #4	MID2014	618	$	3,971.21	$ 6.43
Nov-05	CONFER #4	MID2014	605	$	4,332.65	$ 7.16
Dec-05	CONFER #4	MID2014	586	$	5,997.07	$ 10.23
Jan-06	CONFER #4	MID2014	581	$	7,724.96	$ 13.30
Feb-06	CONFER #4	MID2014	328	$	4,292.21	$ 13.09
Mar-06	CONFER #4	MID2014	583	$	6,094.22	$ 10.45
Apr-06	CONFER #4	MID2014	577	$	6,066.98	$ 10.51
May-06	CONFER #4	MID2014	517	$	3,978.86	$ 7.70
Jun-06	CONFER #4	MID2014	571	$	3,732.83	$ 6.54
Jul-06	CONFER #4	MID2014	526	$	3,530.84	$ 6.71
Aug-06	CONFER #4	MID2014	563	$	3,686.78	$ 6.55
Sep-06	CONFER #4	MID2014	522	$	2,812.77	$ 5.39
Oct-06	CONFER #4	MID2014	535	$	2,829.67	$ 5.29
Nov-06	CONFER #4	MID2014	555	$	3,531.30	$ 6.36
Dec-06	CONFER #4	MID2014	521	$	3,214.55	$ 6.17
Jan-07	CONFER #4	MID2014	541	$	1,985.68	$ 3.67
Feb-07	CONFER #4	MID2014	522	$	3,380.50	$ 6.48
Mar-07	CONFER #4	MID2014	536	$	4,030.56	$ 7.52
Apr-07	CONFER #4	MID2014	464	$	2,601.34	$ 5.61
May-07	CONFER #4	MID2014	405	$	2,512.51	$ 6.20
Jun-07	CONFER #4	MID2014	491	$	3,634.97	$ 7.40
Jul-07	CONFER #4	MID2014	502	$	3,514.72	$ 7.00
Aug-07	CONFER #4	MID2014	491	$	3,225.05	$ 6.57
Sep-07	CONFER #4	MID2014	468	$	3,231.09	$ 6.90
Oct-07	CONFER #4	MID2014	486	$	3,059.51	$ 6.30
Nov-07	CONFER #4	MID2014	474	$	2,508.88	$ 5.29
Dec-07	CONFER #4	MID2014	441	$	2,036.90	$ 4.62
Jan-08	CONFER #4	MID2014	444	$	2,481.39	$ 5.59
Feb-08	CONFER #4	MID2014	429	$	2,765.72	$ 6.45
Mar-08	CONFER #4	MID2014	492	$	3,139.28	$ 6.38
Apr-08	CONFER #4	MID2014	448	$	2,839.73	$ 6.34

		85,809	$	409,157.92	
Apr-01 CONFER #5	MID2015	155	$	1,470.95	$ 9.49
May-01 CONFER #5	MID2015	4,362	$	25,299.60	$ 5.80
Jun-01 CONFER #5	MID2015	3,931	$	18,750.87	$ 4.77
Jul-01 CONFER #5	MID2015	3,591	$	18,206.37	$ 5.07
Aug-01 CONFER #5	MID2015	3,372	$	15,578.64	$ 4.62
Sep-01 CONFER #5	MID2015	2,388	$	8,166.96	$ 3.42
Oct-01 CONFER #5	MID2015	2,478	$	7,483.56	$ 3.02
Nov-01 CONFER #5	MID2015	2,319	$	7,026.57	$ 3.03
Dec-01 CONFER #5	MID2015	2,300	$	5,106.00	$ 2.22
Jan-02 CONFER #5	MID2015	2,445	$	4,523.25	$ 1.85
Feb-02 CONFER #5	MID2015	1,329	$	3,947.13	$ 2.97
Mar-02 CONFER #5	MID2015	720	$	1,576.80	$ 2.19
Apr-02 CONFER #5	MID2015	1,222	$	3,055.00	$ 2.50
May-02 CONFER #5	MID2015	1,054	$	2,044.76	$ 1.94
Jun-02 CONFER #5	MID2015	2,155	$	4,805.65	$ 2.23
Jul-02 CONFER #5	MID2015	1,161	$	3,622.32	$ 3.12
Aug-02 CONFER #5	MID2015	2,406	$	7,554.84	$ 3.14
Sep-02 CONFER #5	MID2015	1,792	$	5,770.24	$ 3.22
Oct-02 CONFER #5	MID2015	1,323	$	4,088.07	$ 3.09
Nov-02 CONFER #5	MID2015	182	$	535.08	$ 2.94
Dec-02 CONFER #5	MID2015	1,295	$	4,247.60	$ 3.28
Jan-03 CONFER #5	MID2015	1,906	$	6,213.56	$ 3.26
Feb-03 CONFER #5	MID2015	1,625	$	6,077.50	$ 3.74
Mar-03 CONFER #5	MID2015	1,535	$	6,032.55	$ 3.93
Apr-03 CONFER #5	MID2015	1,322	$	5,314.44	$ 4.02
May-03 CONFER #5	MID2015	931	$	3,900.89	$ 4.19
Jun-03 CONFER #5	MID2015	1,164	$	5,284.56	$ 4.54
Jul-03 CONFER #5	MID2015	1,188	$	5,773.68	$ 4.86
Aug-03 CONFER #5	MID2015	858	$	3,886.74	$ 4.53
Sep-03 CONFER #5	MID2015	756	$	3,281.04	$ 4.34
Oct-03 CONFER #5	MID2015	328	$	1,390.72	$ 4.24
Nov-03 CONFER #5	MID2015	1,186	$	4,945.62	$ 4.17
Dec-03 CONFER #5	MID2015	898	$	3,735.68	$ 4.16
Jan-04 CONFER #5	MID2015	577	$	2,279.15	$ 3.95
Feb-04 CONFER #5	MID2015	910	$	3,612.70	$ 3.97
Mar-04 CONFER #5	MID2015	805	$	3,276.35	$ 4.07
Apr-04 CONFER #5	MID2015	935	$	4,908.75	$ 5.25
May-04 CONFER #5	MID2015	813	$	3,902.40	$ 4.80
Jun-04 CONFER #5	MID2015	826	$	3,733.52	$ 4.52
Jul-04 CONFER #5	MID2015	724	$	3,395.56	$ 4.69
Aug-04 CONFER #5	MID2015	657	$	3,009.06	$ 4.58
Sep-04 CONFER #5	MID2015	736	$	3,797.76	$ 5.16
Oct-04 CONFER #5	MID2015	693	$	3,312.54	$ 4.78
Nov-04 CONFER #5	MID2015	682	$	3,361.25	$ 4.93
Dec-04 CONFER #5	MID2015	657	$	2,849.43	$ 4.34
Jan-05 CONFER #5	MID2015	648	$	3,194.76	$ 4.93
Feb-05 CONFER #5	MID2015	587	$	3,270.71	$ 5.57
Mar-05 CONFER #5	MID2015	599	$	3,575.89	$ 5.97
Apr-05 CONFER #5	MID2015	614	$	3,654.52	$ 5.95
May-05 CONFER #5	MID2015	597	$	3,658.79	$ 6.13

Jun-05 CONFER #5	MID2015	660	$	4,084.60	$	6.19
Jul-05 CONFER #5	MID2015	581	$	3,814.03	$	6.56
Aug-05 CONFER #5	MID2015	542	$	3,369.83	$	6.22
Sep-05 CONFER #5	MID2015	513	$	2,927.18	$	5.71
Oct-05 CONFER #5	MID2015	507	$	3,257.94	$	6.43
Nov-05 CONFER #5	MID2015	515	$	3,688.12	$	7.16
Dec-05 CONFER #5	MID2015	564	$	5,771.92	$	10.23
Jan-06 CONFER #5	MID2015	532	$	7,073.46	$	13.30
Feb-06 CONFER #5	MID2015	497	$	6,503.74	$	13.09
Mar-06 CONFER #5	MID2015	477	$	4,986.19	$	10.45
Apr-06 CONFER #5	MID2015	391	$	4,111.24	$	10.51
May-06 CONFER #5	MID2015	464	$	3,570.98	$	7.70
Jun-06 CONFER #5	MID2015	523	$	3,419.03	$	6.54
Jul-06 CONFER #5	MID2015	419	$	2,812.59	$	6.71
Aug-06 CONFER #5	MID2015	513	$	3,359.36	$	6.55
Sep-06 CONFER #5	MID2015	400	$	2,155.37	$	5.39
Oct-06 CONFER #5	MID2015	410	$	2,168.53	$	5.29
Nov-06 CONFER #5	MID2015	467	$	2,971.39	$	6.36
Dec-06 CONFER #5	MID2015	425	$	2,622.23	$	6.17
Jan-07 CONFER #5	MID2015	448	$	1,644.34	$	3.67
Feb-07 CONFER #5	MID2015	448	$	2,901.28	$	6.48
Mar-07 CONFER #5	MID2015	456	$	3,428.99	$	7.52
Apr-07 CONFER #5	MID2015	391	$	2,192.08	$	5.61
May-07 CONFER #5	MID2015	340	$	2,109.27	$	6.20
Jun-07 CONFER #5	MID2015	399	$	2,953.87	$	7.40
Jul-07 CONFER #5	MID2015	377	$	2,639.54	$	7.00
Aug-07 CONFER #5	MID2015	479	$	3,146.24	$	6.57
Sep-07 CONFER #5	MID2015	478	$	3,300.14	$	6.90
Oct-07 CONFER #5	MID2015	512	$	3,223.19	$	6.30
Nov-07 CONFER #5	MID2015	505	$	2,672.95	$	5.29
Dec-07 CONFER #5	MID2015	471	$	2,175.46	$	4.62
Jan-08 CONFER #5	MID2015	444	$	2,481.39	$	5.59
Feb-08 CONFER #5	MID2015	452	$	2,913.99	$	6.45
Mar-08 CONFER #5	MID2015	445	$	2,839.39	$	6.38
Apr-08 CONFER #5	MID2015	402	$	2,548.16	$	6.34
		84,184	$	383,328.39		
Apr-01 CONFER #6	MID2016	1,765	$	16,749.85	$	9.49
May-01 CONFER #6	MID2016	2,748	$	15,938.40	$	5.80
Jun-01 CONFER #6	MID2016	1,954	$	9,320.58	$	4.77
Jul-01 CONFER #6	MID2016	1,752	$	8,882.64	$	5.07
Aug-01 CONFER #6	MID2016	1,853	$	8,560.86	$	4.62
Sep-01 CONFER #6	MID2016	1,793	$	6,132.06	$	3.42
Oct-01 CONFER #6	MID2016	1,395	$	4,212.90	$	3.02
Nov-01 CONFER #6	MID2016	1,019	$	3,087.57	$	3.03
Dec-01 CONFER #6	MID2016	1,063	$	2,359.86	$	2.22
Jan-02 CONFER #6	MID2016	1,112	$	2,057.20	$	1.85
Feb-02 CONFER #6	MID2016	629	$	1,868.13	$	2.97
Mar-02 CONFER #6	MID2016	512	$	1,121.28	$	2.19
Apr-02 CONFER #6	MID2016	1,017	$	2,542.50	$	2.50
May-02 CONFER #6	MID2016	815	$	1,581.10	$	1.94
Jun-02 CONFER #6	MID2016	872	$	1,944.56	$	2.23

Jul-02	CONFER #6	MID2016	547	$	1,706.64	$ 3.12
Aug-02	CONFER #6	MID2016	1,082	$	3,397.48	$ 3.14
Sep-02	CONFER #6	MID2016	826	$	2,659.72	$ 3.22
Oct-02	CONFER #6	MID2016	660	$	2,039.40	$ 3.09
Nov-02	CONFER #6	MID2016	350	$	1,029.00	$ 2.94
Dec-02	CONFER #6	MID2016	887	$	2,909.36	$ 3.28
Jan-03	CONFER #6	MID2016	755	$	2,461.30	$ 3.26
Feb-03	CONFER #6	MID2016	803	$	3,003.22	$ 3.74
Mar-03	CONFER #6	MID2016	620	$	2,436.60	$ 3.93
Apr-03	CONFER #6	MID2016	634	$	2,548.68	$ 4.02
May-03	CONFER #6	MID2016	524	$	2,195.56	$ 4.19
Jun-03	CONFER #6	MID2016	577	$	2,619.58	$ 4.54
Jul-03	CONFER #6	MID2016	631	$	3,066.66	$ 4.86
Aug-03	CONFER #6	MID2016	533	$	2,414.49	$ 4.53
Sep-03	CONFER #6	MID2016	263	$	1,141.42	$ 4.34
Oct-03	CONFER #6	MID2016	349	$	1,479.76	$ 4.24
Nov-03	CONFER #6	MID2016	691	$	2,881.47	$ 4.17
Dec-03	CONFER #6	MID2016	503	$	2,092.48	$ 4.16
Jan-04	CONFER #6	MID2016	470	$	1,856.50	$ 3.95
Feb-04	CONFER #6	MID2016	580	$	2,302.60	$ 3.97
Mar-04	CONFER #6	MID2016	493	$	2,006.51	$ 4.07
Apr-04	CONFER #6	MID2016	519	$	2,724.75	$ 5.25
May-04	CONFER #6	MID2016	472	$	2,265.60	$ 4.80
Jun-04	CONFER #6	MID2016	545	$	2,463.40	$ 4.52
Jul-04	CONFER #6	MID2016	485	$	2,274.65	$ 4.69
Aug-04	CONFER #6	MID2016	458	$	2,097.64	$ 4.58
Sep-04	CONFER #6	MID2016	516	$	2,662.56	$ 5.16
Oct-04	CONFER #6	MID2016	505	$	2,413.90	$ 4.78
Nov-04	CONFER #6	MID2016	499	$	2,459.33	$ 4.93
Dec-04	CONFER #6	MID2016	458	$	1,986.35	$ 4.34
Jan-05	CONFER #6	MID2016	447	$	2,203.79	$ 4.93
Feb-05	CONFER #6	MID2016	429	$	2,390.35	$ 5.57
Mar-05	CONFER #6	MID2016	442	$	2,638.64	$ 5.97
Apr-05	CONFER #6	MID2016	387	$	2,303.42	$ 5.95
May-05	CONFER #6	MID2016	378	$	2,316.62	$ 6.13
Jun-05	CONFER #6	MID2016	414	$	2,562.16	$ 6.19
Jul-05	CONFER #6	MID2016	408	$	2,816.42	$ 6.90
Aug-05	CONFER #6	MID2016	419	$	2,605.10	$ 6.22
Sep-05	CONFER #6	MID2016	386	$	2,202.52	$ 5.71
Oct-05	CONFER #6	MID2016	415	$	2,666.75	$ 6.43
Nov-05	CONFER #6	MID2016	419	$	3,000.62	$ 7.16
Dec-05	CONFER #6	MID2016	426	$	4,359.65	$ 10.23
Jan-06	CONFER #6	MID2016	432	$	5,743.86	$ 13.30
Feb-06	CONFER #6	MID2016	383	$	5,011.94	$ 13.09
Mar-06	CONFER #6	MID2016	431	$	4,505.34	$ 10.45
Apr-06	CONFER #6	MID2016	431	$	4,531.84	$ 10.51
May-06	CONFER #6	MID2016	381	$	2,932.20	$ 7.70
Jun-06	CONFER #6	MID2016	424	$	2,771.83	$ 6.54
Jul-06	CONFER #6	MID2016	385	$	2,584.36	$ 6.71
Aug-06	CONFER #6	MID2016	442	$	2,894.42	$ 6.55
Sep-06	CONFER #6	MID2016	411	$	2,214.65	$ 5.39
Oct-06	CONFER #6	MID2016	421	$	2,226.72	$ 5.29

Nov-06 CONFER #6	MID2016	406	$ 2,583.26	$	6.36
Dec-06 CONFER #6	MID2016	397	$ 2,449.47	$	6.17
Jan-07 CONFER #6	MID2016	430	$ 1,578.27	$	3.67
Feb-07 CONFER #6	MID2016	392	$ 2,538.61	$	6.48
Mar-07 CONFER #6	MID2016	404	$ 3,037.96	$	7.52
Apr-07 CONFER #6	MID2016	329	$ 1,844.49	$	5.61
May-07 CONFER #6	MID2016	287	$ 1,780.47	$	6.20
Jun-07 CONFER #6	MID2016	314	$ 2,324.60	$	7.40
Jul-07 CONFER #6	MID2016	345	$ 2,415.49	$	7.00
Aug-07 CONFER #6	MID2016	344	$ 2,259.51	$	6.57
Sep-07 CONFER #6	MID2016	335	$ 2,312.86	$	6.90
Oct-07 CONFER #6	MID2016	366	$ 2,304.08	$	6.30
Nov-07 CONFER #6	MID2016	329	$ 1,741.39	$	5.29
Dec-07 CONFER #6	MID2016	340	$ 1,570.40	$	4.62
Jan-08 CONFER #6	MID2016	341	$ 1,905.75	$	5.59
Feb-08 CONFER #6	MID2016	324	$ 2,088.79	$	6.45
Mar-08 CONFER #6	MID2016	371	$ 2,367.22	$	6.38
Apr-08 CONFER #6	MID2016	286	$ 1,812.87	$	6.34
		52,985	$ 262,354.79		
May-01 CONFER #7	MID2017	20	$ 116.00	$	5.80
Jun-01 CONFER #7	MID2017	2,578	$ 12,297.06	$	4.77
Jul-01 CONFER #7	MID2017	2,546	$ 12,908.22	$	5.07
Aug-01 CONFER #7	MID2017	2,312	$ 10,681.44	$	4.62
Sep-01 CONFER #7	MID2017	1,849	$ 6,323.58	$	3.42
Oct-01 CONFER #7	MID2017	1,963	$ 5,928.26	$	3.02
Nov-01 CONFER #7	MID2017	1,710	$ 5,181.30	$	3.03
Dec-01 CONFER #7	MID2017	1,840	$ 4,084.80	$	2.22
Jan-02 CONFER #7	MID2017	1,862	$ 3,444.70	$	1.85
Feb-02 CONFER #7	MID2017	1,063	$ 3,157.11	$	2.97
Mar-02 CONFER #7	MID2017	1,098	$ 2,404.62	$	2.19
Apr-02 CONFER #7	MID2017	1,403	$ 3,507.50	$	2.50
May-02 CONFER #7	MID2017	1,041	$ 2,019.54	$	1.94
Jun-02 CONFER #7	MID2017	1,057	$ 2,357.11	$	2.23
Jul-02 CONFER #7	MID2017	927	$ 2,892.24	$	3.12
Aug-02 CONFER #7	MID2017	1,613	$ 5,064.82	$	3.14
Sep-02 CONFER #7	MID2017	1,159	$ 3,731.98	$	3.22
Oct-02 CONFER #7	MID2017	1,084	$ 3,349.56	$	3.09
Nov-02 CONFER #7	MID2017	424	$ 1,246.56	$	2.94
Dec-02 CONFER #7	MID2017	1,196	$ 3,922.88	$	3.28
Jan-03 CONFER #7	MID2017	1,152	$ 3,755.52	$	3.26
Feb-03 CONFER #7	MID2017	1,194	$ 4,465.56	$	3.74
Mar-03 CONFER #7	MID2017	916	$ 3,599.88	$	3.93
Apr-03 CONFER #7	MID2017	943	$ 3,790.86	$	4.02
May-03 CONFER #7	MID2017	718	$ 3,008.42	$	4.19
Jun-03 CONFER #7	MID2017	864	$ 3,922.56	$	4.54
Jul-03 CONFER #7	MID2017	909	$ 4,417.74	$	4.86
Aug-03 CONFER #7	MID2017	728	$ 3,297.84	$	4.53
Sep-03 CONFER #7	MID2017	588	$ 2,551.92	$	4.34
Oct-03 CONFER #7	MID2017	355	$ 1,505.20	$	4.24
Nov-03 CONFER #7	MID2017	928	$ 3,869.76	$	4.17
Dec-03 CONFER #7	MID2017	685	$ 2,849.60	$	4.16

Jan-04 CONFER #7	MID2017	699	$ 2,761.05	$	3.95
Feb-04 CONFER #7	MID2017	698	$ 2,771.06	$	3.97
Mar-04 CONFER #7	MID2017	608	$ 2,474.56	$	4.07
Apr-04 CONFER #7	MID2017	516	$ 2,709.00	$	5.25
May-04 CONFER #7	MID2017	519	$ 2,491.20	$	4.80
Jun-04 CONFER #7	MID2017	535	$ 2,418.20	$	4.52
Jul-04 CONFER #7	MID2017	473	$ 2,218.37	$	4.69
Aug-04 CONFER #7	MID2017	547	$ 2,505.26	$	4.58
Sep-04 CONFER #7	MID2017	554	$ 2,858.64	$	5.16
Oct-04 CONFER #7	MID2017	481	$ 2,299.18	$	4.78
Nov-04 CONFER #7	MID2017	432	$ 2,129.12	$	4.93
Dec-04 CONFER #7	MID2017	489	$ 2,120.81	$	4.34
Jan-05 CONFER #7	MID2017	509	$ 2,509.46	$	4.93
Feb-05 CONFER #7	MID2017	458	$ 2,551.93	$	5.57
Mar-05 CONFER #7	MID2017	513	$ 3,062.48	$	5.97
Apr-05 CONFER #7	MID2017	534	$ 3,178.37	$	5.95
May-05 CONFER #7	MID2017	488	$ 2,990.76	$	6.13
Jun-05 CONFER #7	MID2017	609	$ 3,768.98	$	6.19
Jul-05 CONFER #7	MID2017	507	$ 3,499.82	$	6.90
Aug-05 CONFER #7	MID2017	485	$ 3,015.44	$	6.22
Sep-05 CONFER #7	MID2017	454	$ 2,590.52	$	5.71
Oct-05 CONFER #7	MID2017	430	$ 2,763.14	$	6.43
Nov-05 CONFER #7	MID2017	507	$ 3,630.83	$	7.16
Dec-05 CONFER #7	MID2017	517	$ 5,290.93	$	10.23
Jan-06 CONFER #7	MID2017	456	$ 6,062.97	$	13.30
Feb-06 CONFER #7	MID2017	403	$ 5,273.66	$	13.09
Mar-06 CONFER #7	MID2017	402	$ 4,202.20	$	10.45
Apr-06 CONFER #7	MID2017	352	$ 3,701.18	$	10.51
May-06 CONFER #7	MID2017	319	$ 2,455.05	$	7.70
Jun-06 CONFER #7	MID2017	375	$ 2,451.51	$	6.54
Jul-06 CONFER #7	MID2017	339	$ 2,275.58	$	6.71
Aug-06 CONFER #7	MID2017	357	$ 2,337.79	$	6.55
Sep-06 CONFER #7	MID2017	313	$ 1,686.58	$	5.39
Oct-06 CONFER #7	MID2017	320	$ 1,692.51	$	5.29
Nov-06 CONFER #7	MID2017	349	$ 2,220.59	$	6.36
Dec-06 CONFER #7	MID2017	320	$ 1,974.38	$	6.17
Jan-07 CONFER #7	MID2017	323	$ 1,185.53	$	3.67
Feb-07 CONFER #7	MID2017	315	$ 2,039.96	$	6.48
Mar-07 CONFER #7	MID2017	369	$ 2,762.98	$	7.52
Apr-07 CONFER #7	MID2017	309	$ 1,732.36	$	5.61
May-07 CONFER #7	MID2017	269	$ 1,668.81	$	6.20
Jun-07 CONFER #7	MID2017	429	$ 3,013.70	$	7.02
Jul-07 CONFER #7	MID2017	306	$ 2,142.43	$	7.00
Aug-07 CONFER #7	MID2017	301	$ 1,977.07	$	6.57
Sep-07 CONFER #7	MID2017	267	$ 1,843.38	$	6.90
Oct-07 CONFER #7	MID2017	282	$ 1,775.27	$	6.30
Nov-07 CONFER #7	MID2017	262	$ 1,386.77	$	5.29
Dec-07 CONFER #7	MID2017	280	$ 1,293.26	$	4.62
Jan-08 CONFER #7	MID2017	262	$ 1,464.25	$	5.59
Feb-08 CONFER #7	MID2017	256	$ 1,650.40	$	6.45
Mar-08 CONFER #7	MID2017	282	$ 1,799.34	$	6.38
Apr-08 CONFER #7	MID2017	336	$ 2,129.81	$	6.37

		60,440	$	270,462.57	
May-01	CONFER #8	MID2018	2,880	$ 16,704.00	$ 5.80
Jun-01	CONFER #8	MID2018	3,493	$ 16,661.61	$ 4.77
Jul-01	CONFER #8	MID2018	3,008	$ 15,250.56	$ 5.07
Aug-01	CONFER #8	MID2018	2,711	$ 12,524.82	$ 4.62
Sep-01	CONFER #8	MID2018	1,562	$ 5,342.04	$ 3.42
Oct-01	CONFER #8	MID2018	1,278	$ 3,859.56	$ 3.02
Nov-01	CONFER #8	MID2018	1,336	$ 4,048.08	$ 3.03
Dec-01	CONFER #8	MID2018	1,481	$ 3,287.82	$ 2.22
Jan-02	CONFER #8	MID2018	1,635	$ 3,024.75	$ 1.85
Feb-02	CONFER #8	MID2018	722	$ 2,144.34	$ 2.97
Mar-02	CONFER #8	MID2018	536	$ 1,173.84	$ 2.19
Apr-02	CONFER #8	MID2018	1,279	$ 3,197.50	$ 2.50
May-02	CONFER #8	MID2018	901	$ 1,747.94	$ 1.94
Jun-02	CONFER #8	MID2018	993	$ 2,214.39	$ 2.23
Jul-02	CONFER #8	MID2018	808	$ 2,520.96	$ 3.12
Aug-02	CONFER #8	MID2018	1,431	$ 4,493.34	$ 3.14
Sep-02	CONFER #8	MID2018	1,032	$ 3,323.04	$ 3.22
Oct-02	CONFER #8	MID2018	883	$ 2,728.47	$ 3.09
Nov-02	CONFER #8	MID2018	97	$ 285.18	$ 2.94
Dec-02	CONFER #8	MID2018	888	$ 2,912.64	$ 3.28
Jan-03	CONFER #8	MID2018	966	$ 3,149.16	$ 3.26
Feb-03	CONFER #8	MID2018	897	$ 3,354.78	$ 3.74
Mar-03	CONFER #8	MID2018	717	$ 2,817.81	$ 3.93
Apr-03	CONFER #8	MID2018	701	$ 2,818.02	$ 4.02
May-03	CONFER #8	MID2018	567	$ 2,375.73	$ 4.19
Jun-03	CONFER #8	MID2018	639	$ 2,901.06	$ 4.54
Jul-03	CONFER #8	MID2018	711	$ 3,455.46	$ 4.86
Aug-03	CONFER #8	MID2018	676	$ 3,062.28	$ 4.53
Sep-03	CONFER #8	MID2018	413	$ 1,792.42	$ 4.34
Oct-03	CONFER #8	MID2018	361	$ 1,530.64	$ 4.24
Nov-03	CONFER #8	MID2018	948	$ 3,953.16	$ 4.17
Dec-03	CONFER #8	MID2018	646	$ 2,687.36	$ 4.16
Jan-04	CONFER #8	MID2018	559	$ 2,208.05	$ 3.95
Feb-04	CONFER #8	MID2018	703	$ 2,790.91	$ 3.97
Mar-04	CONFER #8	MID2018	596	$ 2,425.72	$ 4.07
Apr-04	CONFER #8	MID2018	570	$ 2,992.50	$ 5.25
May-04	CONFER #8	MID2018	621	$ 2,980.80	$ 4.80
Jun-04	CONFER #8	MID2018	678	$ 3,064.56	$ 4.52
Jul-04	CONFER #8	MID2018	601	$ 2,818.69	$ 4.69
Aug-04	CONFER #8	MID2018	586	$ 2,683.88	$ 4.58
Sep-04	CONFER #8	MID2018	497	$ 2,564.52	$ 5.16
Oct-04	CONFER #8	MID2018	504	$ 2,409.12	$ 4.78
Nov-04	CONFER #8	MID2018	549	$ 2,705.75	$ 4.93
Dec-04	CONFER #8	MID2018	504	$ 2,185.86	$ 4.34
Jan-05	CONFER #8	MID2018	463	$ 2,282.68	$ 4.93
Feb-05	CONFER #8	MID2018	444	$ 2,473.93	$ 5.57
Mar-05	CONFER #8	MID2018	513	$ 3,062.48	$ 5.97
Apr-05	CONFER #8	MID2018	467	$ 2,779.59	$ 5.95
May-05	CONFER #8	MID2018	439	$ 2,690.46	$ 6.13
Jun-05	CONFER #8	MID2018	531	$ 3,286.24	$ 6.19

Jul-05 CONFER #8	MID2018	519	$	3,582.66	$	6.90
Aug-05 CONFER #8	MID2018	500	$	3,108.70	$	6.22
Sep-05 CONFER #8	MID2018	476	$	2,716.06	$	5.71
Oct-05 CONFER #8	MID2018	449	$	2,885.24	$	6.43
Nov-05 CONFER #8	MID2018	665	$	4,762.32	$	7.16
Dec-05 CONFER #8	MID2018	489	$	5,004.38	$	10.23
Jan-06 CONFER #8	MID2018	461	$	6,129.45	$	13.30
Feb-06 CONFER #8	MID2018	461	$	6,032.65	$	13.09
Mar-06 CONFER #8	MID2018	524	$	5,477.49	$	10.45
Apr-06 CONFER #8	MID2018	433	$	4,552.87	$	10.51
May-06 CONFER #8	MID2018	411	$	3,163.09	$	7.70
Jun-06 CONFER #8	MID2018	472	$	3,085.63	$	6.54
Jul-06 CONFER #8	MID2018	440	$	2,953.56	$	6.71
Aug-06 CONFER #8	MID2018	406	$	2,658.67	$	6.55
Sep-06 CONFER #8	MID2018	420	$	2,263.15	$	5.39
Oct-06 CONFER #8	MID2018	430	$	2,274.32	$	5.29
Nov-06 CONFER #8	MID2018	427	$	2,716.87	$	6.36
Dec-06 CONFER #8	MID2018	395	$	2,437.13	$	6.17
Jan-07 CONFER #8	MID2018	403	$	1,479.17	$	3.67
Feb-07 CONFER #8	MID2018	386	$	2,499.76	$	6.48
Mar-07 CONFER #8	MID2018	403	$	3,030.44	$	7.52
Apr-07 CONFER #8	MID2018	383	$	2,147.23	$	5.61
May-07 CONFER #8	MID2018	334	$	2,072.04	$	6.20
Jun-07 CONFER #8	MID2018	385	$	2,850.23	$	7.40
Jul-07 CONFER #8	MID2018	351	$	2,457.49	$	7.00
Aug-07 CONFER #8	MID2018	365	$	2,397.45	$	6.57
Sep-07 CONFER #8	MID2018	232	$	1,601.74	$	6.90
Oct-07 CONFER #8	MID2018	367	$	2,310.37	$	6.30
Nov-07 CONFER #8	MID2018	349	$	1,847.25	$	5.29
Dec-07 CONFER #8	MID2018	363	$	1,676.63	$	4.62
Jan-08 CONFER #8	MID2018	377	$	2,106.94	$	5.59
Feb-08 CONFER #8	MID2018	386	$	2,488.50	$	6.45
Mar-08 CONFER #8	MID2018	387	$	2,469.31	$	6.38
Apr-08 CONFER #8	MID2018	356	$	2,256.58	$	6.34
		61,226	$	291,243.87		
May-01 CONFER #9	MID2019	642	$	3,723.60	$	5.80
Jun-01 CONFER #9	MID2019	1,377	$	6,568.29	$	4.77
Jul-01 CONFER #9	MID2019	1,169	$	5,926.83	$	5.07
Aug-01 CONFER #9	MID2019	1,016	$	4,693.92	$	4.62
Sep-01 CONFER #9	MID2019	775	$	2,650.50	$	3.42
Oct-01 CONFER #9	MID2019	743	$	2,243.86	$	3.02
Nov-01 CONFER #9	MID2019	643	$	1,948.29	$	3.03
Dec-01 CONFER #9	MID2019	839	$	1,862.58	$	2.22
Jan-02 CONFER #9	MID2019	799	$	1,478.15	$	1.85
Feb-02 CONFER #9	MID2019	507	$	1,505.79	$	2.97
Mar-02 CONFER #9	MID2019	544	$	1,191.36	$	2.19
Apr-02 CONFER #9	MID2019	966	$	2,415.00	$	2.50
May-02 CONFER #9	MID2019	703	$	1,363.82	$	1.94
Jun-02 CONFER #9	MID2019	747	$	1,665.81	$	2.23
Jul-02 CONFER #9	MID2019	472	$	1,472.64	$	3.12
Aug-02 CONFER #9	MID2019	955	$	2,998.70	$	3.14

Sep-02	CONFER #9	MID2019	768	$	2,472.96	$ 3.22
Oct-02	CONFER #9	MID2019	639	$	1,974.51	$ 3.09
Nov-02	CONFER #9	MID2019	32	$	94.08	$ 2.94
Dec-02	CONFER #9	MID2019	883	$	2,896.24	$ 3.28
Jan-03	CONFER #9	MID2019	698	$	2,275.48	$ 3.26
Feb-03	CONFER #9	MID2019	647	$	2,419.78	$ 3.74
Mar-03	CONFER #9	MID2019	515	$	2,023.95	$ 3.93
Apr-03	CONFER #9	MID2019	526	$	2,114.52	$ 4.02
May-03	CONFER #9	MID2019	415	$	1,738.85	$ 4.19
Jun-03	CONFER #9	MID2019	455	$	2,065.70	$ 4.54
Jul-03	CONFER #9	MID2019	565	$	2,745.90	$ 4.86
Aug-03	CONFER #9	MID2019	372	$	1,685.16	$ 4.53
Sep-03	CONFER #9	MID2019	288	$	1,249.92	$ 4.34
Oct-03	CONFER #9	MID2019	241	$	1,021.84	$ 4.24
Nov-03	CONFER #9	MID2019	519	$	2,164.23	$ 4.17
Dec-03	CONFER #9	MID2019	314	$	1,306.24	$ 4.16
Jan-04	CONFER #9	MID2019	339	$	1,339.05	$ 3.95
Feb-04	CONFER #9	MID2019	375	$	1,488.75	$ 3.97
Mar-04	CONFER #9	MID2019	342	$	1,391.94	$ 4.07
Apr-04	CONFER #9	MID2019	318	$	1,669.50	$ 5.25
May-04	CONFER #9	MID2019	315	$	1,512.00	$ 4.80
Jun-04	CONFER #9	MID2019	352	$	1,591.04	$ 4.52
Jul-04	CONFER #9	MID2019	333	$	1,561.77	$ 4.69
Aug-04	CONFER #9	MID2019	374	$	1,712.92	$ 4.58
Sep-04	CONFER #9	MID2019	344	$	1,775.04	$ 5.16
Oct-04	CONFER #9	MID2019	358	$	1,711.24	$ 4.78
Nov-04	CONFER #9	MID2019	332	$	1,636.26	$ 4.93
Dec-04	CONFER #9	MID2019	305	$	1,322.79	$ 4.34
Jan-05	CONFER #9	MID2019	293	$	1,444.55	$ 4.93
Feb-05	CONFER #9	MID2019	272	$	1,515.55	$ 5.57
Mar-05	CONFER #9	MID2019	285	$	1,701.38	$ 5.97
Apr-05	CONFER #9	MID2019	280	$	1,666.56	$ 5.95
May-05	CONFER #9	MID2019	244	$	1,495.39	$ 6.13
Jun-05	CONFER #9	MID2019	298	$	1,844.26	$ 6.19
Jul-05	CONFER #9	MID2019	284	$	1,960.45	$ 6.90
Aug-05	CONFER #9	MID2019	257	$	1,597.87	$ 6.22
Sep-05	CONFER #9	MID2019	248	$	1,415.09	$ 5.71
Oct-05	CONFER #9	MID2019	227	$	1,458.68	$ 6.43
Nov-05	CONFER #9	MID2019	238	$	1,704.41	$ 7.16
Dec-05	CONFER #9	MID2019	265	$	2,711.99	$ 10.23
Jan-06	CONFER #9	MID2019	258	$	3,430.36	$ 13.30
Feb-06	CONFER #9	MID2019	219	$	2,865.83	$ 13.09
Mar-06	CONFER #9	MID2019	217	$	2,268.35	$ 10.45
Apr-06	CONFER #9	MID2019	220	$	2,313.23	$ 10.51
May-06	CONFER #9	MID2019	188	$	1,446.86	$ 7.70
Jun-06	CONFER #9	MID2019	218	$	1,425.14	$ 6.54
Jul-06	CONFER #9	MID2019	-	$	-	$ -
Aug-06	CONFER #9	MID2019	203	$	1,329.34	$ 6.55
Sep-06	CONFER #9	MID2019	197	$	1,061.52	$ 5.39
Oct-06	CONFER #9	MID2019	202	$	1,068.40	$ 5.29
Nov-06	CONFER #9	MID2019	200	$	1,272.55	$ 6.36
Dec-06	CONFER #9	MID2019	187	$	1,153.78	$ 6.17

Jan-07 CONFER #9	MID2019	200	$ 734.08	$	3.67
Feb-07 CONFER #9	MID2019	192	$ 1,243.40	$	6.48
Mar-07 CONFER #9	MID2019	180	$ 1,353.55	$	7.52
Apr-07 CONFER #9	MID2019	172	$ 964.29	$	5.61
May-07 CONFER #9	MID2019	150	$ 930.56	$	6.20
Jun-07 CONFER #9	MID2019	172	$ 1,273.35	$	7.40
Jul-07 CONFER #9	MID2019	176	$ 1,323.25	$	7.00
Aug-07 CONFER #9	MID2019	171	$ 1,123.18	$	6.57
Sep-07 CONFER #9	MID2019	179	$ 1,235.83	$	6.90
Oct-07 CONFER #9	MID2019	192	$ 1,208.70	$	6.30
Nov-07 CONFER #9	MID2019	178	$ 942.15	$	5.29
Dec-07 CONFER #9	MID2019	183	$ 845.24	$	4.62
Jan-08 CONFER #9	MID2019	174	$ 972.44	$	5.59
Feb-08 CONFER #9	MID2019	164	$ 1,057.29	$	6.45
Mar-08 CONFER #9	MID2019	162	$ 1,033.67	$	6.38
Apr-08 CONFER #9	MID2019	160	$ 1,014.19	$	6.34
		33,166	$ 150,077.51		
May-01 BARNYAK,LOUIS #1	MID2020	1,935	$ 11,223.00	$	5.80
Jun-01 BARNYAK,LOUIS #1	MID2020	6,122	$ 29,201.94	$	4.77
Jul-01 BARNYAK,LOUIS #1	MID2020	5,700	$ 28,899.00	$	5.07
Aug-01 BARNYAK,LOUIS #1	MID2020	5,077	$ 23,455.74	$	4.62
Sep-01 BARNYAK,LOUIS #1	MID2020	3,104	$ 10,615.68	$	3.42
Oct-01 BARNYAK,LOUIS #1	MID2020	4,567	$ 13,792.34	$	3.02
Nov-01 BARNYAK,LOUIS #1	MID2020	4,094	$ 12,404.82	$	3.03
Dec-01 BARNYAK,LOUIS #1	MID2020	4,237	$ 9,406.14	$	2.22
Jan-02 BARNYAK,LOUIS #1	MID2020	3,007	$ 5,562.95	$	1.85
Feb-02 BARNYAK,LOUIS #1	MID2020	2,343	$ 6,958.71	$	2.97
Mar-02 BARNYAK,LOUIS #1	MID2020	1,381	$ 3,024.39	$	2.19
Apr-02 BARNYAK,LOUIS #1	MID2020	2,295	$ 5,737.50	$	2.50
May-02 BARNYAK,LOUIS #1	MID2020	2,043	$ 3,963.42	$	1.94
Jun-02 BARNYAK,LOUIS #1	MID2020	3,194	$ 7,122.62	$	2.23
Jul-02 BARNYAK,LOUIS #1	MID2020	1,856	$ 5,790.72	$	3.12
Aug-02 BARNYAK,LOUIS #1	MID2020	3,946	$ 12,390.44	$	3.14
Sep-02 BARNYAK,LOUIS #1	MID2020	3,192	$ 10,278.24	$	3.22
Oct-02 BARNYAK,LOUIS #1	MID2020	2,773	$ 8,568.57	$	3.09
Nov-02 BARNYAK,LOUIS #1	MID2020	1,354	$ 3,980.76	$	2.94
Dec-02 BARNYAK,LOUIS #1	MID2020	3,224	$ 10,574.72	$	3.28
Jan-03 BARNYAK,LOUIS #1	MID2020	3,110	$ 10,138.60	$	3.26
Feb-03 BARNYAK,LOUIS #1	MID2020	3,633	$ 13,587.42	$	3.74
Mar-03 BARNYAK,LOUIS #1	MID2020	2,513	$ 9,876.09	$	3.93
Apr-03 BARNYAK,LOUIS #1	MID2020	3,099	$ 12,457.98	$	4.02
May-03 BARNYAK,LOUIS #1	MID2020	2,350	$ 9,846.50	$	4.19
Jun-03 BARNYAK,LOUIS #1	MID2020	2,926	$ 13,284.04	$	4.54
Jul-03 BARNYAK,LOUIS #1	MID2020	2,765	$ 13,437.90	$	4.86
Aug-03 BARNYAK,LOUIS #1	MID2020	2,221	$ 10,061.13	$	4.53
Sep-03 BARNYAK,LOUIS #1	MID2020	1,546	$ 6,709.64	$	4.34
Oct-03 BARNYAK,LOUIS #1	MID2020	505	$ 2,141.20	$	4.24
Nov-03 BARNYAK,LOUIS #1	MID2020	2,239	$ 9,336.63	$	4.17
Dec-03 BARNYAK,LOUIS #1	MID2020	2,475	$ 10,296.00	$	4.16
Jan-04 BARNYAK,LOUIS #1	MID2020	1,644	$ 6,493.80	$	3.95
Feb-04 BARNYAK,LOUIS #1	MID2020	2,445	$ 9,706.65	$	3.97

Mar-04	BARNYAK,LOUIS #1	MID2020	2,007	$	8,168.49	$ 4.07
Apr-04	BARNYAK,LOUIS #1	MID2020	2,136	$	11,214.00	$ 5.25
May-04	BARNYAK,LOUIS #1	MID2020	1,705	$	8,184.00	$ 4.80
Jun-04	BARNYAK,LOUIS #1	MID2020	1,897	$	8,574.44	$ 4.52
Jul-04	BARNYAK,LOUIS #1	MID2020	1,628	$	7,635.32	$ 4.69
Aug-04	BARNYAK,LOUIS #1	MID2020	1,607	$	7,360.06	$ 4.58
Sep-04	BARNYAK,LOUIS #1	MID2020	1,579	$	8,147.64	$ 5.16
Oct-04	BARNYAK,LOUIS #1	MID2020	1,715	$	8,197.70	$ 4.78
Nov-04	BARNYAK,LOUIS #1	MID2020	1,496	$	7,373.06	$ 4.93
Dec-04	BARNYAK,LOUIS #1	MID2020	1,405	$	6,093.52	$ 4.34
Jan-05	BARNYAK,LOUIS #1	MID2020	1,264	$	6,231.75	$ 4.93
Feb-05	BARNYAK,LOUIS #1	MID2020	1,102	$	6,140.24	$ 5.57
Mar-05	BARNYAK,LOUIS #1	MID2020	1,126	$	6,721.96	$ 5.97
Apr-05	BARNYAK,LOUIS #1	MID2020	975	$	5,803.20	$ 5.95
May-05	BARNYAK,LOUIS #1	MID2020	1,012	$	6,202.16	$ 6.13
Jun-05	BARNYAK,LOUIS #1	MID2020	1,321	$	8,175.39	$ 6.19
Jul-05	BARNYAK,LOUIS #1	MID2020	1,112	$	7,676.14	$ 6.90
Aug-05	BARNYAK,LOUIS #1	MID2020	1,068	$	6,640.19	$ 6.22
Sep-05	BARNYAK,LOUIS #1	MID2020	791	$	4,513.45	$ 5.71
Oct-05	BARNYAK,LOUIS #1	MID2020	784	$	5,037.91	$ 6.43
Nov-05	BARNYAK,LOUIS #1	MID2020	928	$	6,645.77	$ 7.16
Dec-05	BARNYAK,LOUIS #1	MID2020	803	$	8,217.82	$ 10.23
Jan-06	BARNYAK,LOUIS #1	MID2020	772	$	10,264.50	$ 13.30
Feb-06	BARNYAK,LOUIS #1	MID2020	736	$	9,631.30	$ 13.09
Mar-06	BARNYAK,LOUIS #1	MID2020	671	$	7,014.11	$ 10.45
Apr-06	BARNYAK,LOUIS #1	MID2020	624	$	6,561.18	$ 10.51
May-06	BARNYAK,LOUIS #1	MID2020	566	$	4,355.97	$ 7.70
Jun-06	BARNYAK,LOUIS #1	MID2020	632	$	4,131.61	$ 6.54
Jul-06	BARNYAK,LOUIS #1	MID2020	558	$	3,745.65	$ 6.71
Aug-06	BARNYAK,LOUIS #1	MID2020	665	$	4,354.72	$ 6.55
Sep-06	BARNYAK,LOUIS #1	MID2020	604	$	3,254.62	$ 5.39
Oct-06	BARNYAK,LOUIS #1	MID2020	618	$	3,268.67	$ 5.29
Nov-06	BARNYAK,LOUIS #1	MID2020	594	$	3,779.45	$ 6.36
Dec-06	BARNYAK,LOUIS #1	MID2020	415	$	2,560.53	$ 6.17
Jan-07	BARNYAK,LOUIS #1	MID2020	513	$	1,882.91	$ 3.67
Feb-07	BARNYAK,LOUIS #1	MID2020	522	$	3,380.50	$ 6.48
Mar-07	BARNYAK,LOUIS #1	MID2020	460	$	3,459.07	$ 7.52
Apr-07	BARNYAK,LOUIS #1	MID2020	432	$	2,421.94	$ 5.61
May-07	BARNYAK,LOUIS #1	MID2020	376	$	2,332.60	$ 6.20
Jun-07	BARNYAK,LOUIS #1	MID2020	418	$	3,094.53	$ 7.40
Jul-07	BARNYAK,LOUIS #1	MID2020	434	$	3,038.62	$ 7.00
Aug-07	BARNYAK,LOUIS #1	MID2020	494	$	3,244.76	$ 6.57
Sep-07	BARNYAK,LOUIS #1	MID2020	405	$	2,796.14	$ 6.90
Oct-07	BARNYAK,LOUIS #1	MID2020	419	$	2,637.73	$ 6.30
Nov-07	BARNYAK,LOUIS #1	MID2020	426	$	2,254.81	$ 5.29
Dec-07	BARNYAK,LOUIS #1	MID2020	359	$	1,658.15	$ 4.62
Jan-08	BARNYAK,LOUIS #1	MID2020	343	$	1,916.93	$ 5.59
Feb-08	BARNYAK,LOUIS #1	MID2020	307	$	1,979.20	$ 6.45
Mar-08	BARNYAK,LOUIS #1	MID2020	320	$	2,041.80	$ 6.38
Apr-08	BARNYAK,LOUIS #1	MID2020	323	$	2,047.40	$ 6.34
			142,382	$	622,388.89	

Jun-01	BARNYAK,LOUIS #2	MID2021	562	$	2,680.74	$ 4.77
Jul-01	BARNYAK,LOUIS #2	MID2021	912	$	4,623.84	$ 5.07
Aug-01	BARNYAK,LOUIS #2	MID2021	767	$	3,543.54	$ 4.62
Sep-01	BARNYAK,LOUIS #2	MID2021	521	$	1,781.82	$ 3.42
Oct-01	BARNYAK,LOUIS #2	MID2021	512	$	1,546.24	$ 3.02
Nov-01	BARNYAK,LOUIS #2	MID2021	415	$	1,257.45	$ 3.03
Dec-01	BARNYAK,LOUIS #2	MID2021	401	$	890.22	$ 2.22
Jan-02	BARNYAK,LOUIS #2	MID2021	424	$	784.40	$ 1.85
Feb-02	BARNYAK,LOUIS #2	MID2021	253	$	751.41	$ 2.97
Mar-02	BARNYAK,LOUIS #2	MID2021	251	$	549.69	$ 2.19
Apr-02	BARNYAK,LOUIS #2	MID2021	342	$	855.00	$ 2.50
May-02	BARNYAK,LOUIS #2	MID2021	335	$	649.90	$ 1.94
Jun-02	BARNYAK,LOUIS #2	MID2021	295	$	657.85	$ 2.23
Jul-02	BARNYAK,LOUIS #2	MID2021	232	$	723.84	$ 3.12
Aug-02	BARNYAK,LOUIS #2	MID2021	364	$	1,142.96	$ 3.14
Sep-02	BARNYAK,LOUIS #2	MID2021	291	$	937.02	$ 3.22
Oct-02	BARNYAK,LOUIS #2	MID2021	236	$	729.24	$ 3.09
Nov-02	BARNYAK,LOUIS #2	MID2021	132	$	388.08	$ 2.94
Dec-02	BARNYAK,LOUIS #2	MID2021	308	$	1,010.24	$ 3.28
Jan-03	BARNYAK,LOUIS #2	MID2021	273	$	889.98	$ 3.26
Feb-03	BARNYAK,LOUIS #2	MID2021	244	$	912.56	$ 3.74
Mar-03	BARNYAK,LOUIS #2	MID2021	214	$	841.02	$ 3.93
Apr-03	BARNYAK,LOUIS #2	MID2021	205	$	824.10	$ 4.02
May-03	BARNYAK,LOUIS #2	MID2021	250	$	1,047.50	$ 4.19
Jun-03	BARNYAK,LOUIS #2	MID2021	196	$	889.84	$ 4.54
Jul-03	BARNYAK,LOUIS #2	MID2021	185	$	899.10	$ 4.86
Aug-03	BARNYAK,LOUIS #2	MID2021	184	$	833.52	$ 4.53
Sep-03	BARNYAK,LOUIS #2	MID2021	126	$	546.84	$ 4.34
Oct-03	BARNYAK,LOUIS #2	MID2021	142	$	602.08	$ 4.24
Nov-03	BARNYAK,LOUIS #2	MID2021	224	$	934.08	$ 4.17
Dec-03	BARNYAK,LOUIS #2	MID2021	191	$	794.56	$ 4.16
Jan-04	BARNYAK,LOUIS #2	MID2021	160	$	632.00	$ 3.95
Feb-04	BARNYAK,LOUIS #2	MID2021	143	$	567.71	$ 3.97
Mar-04	BARNYAK,LOUIS #2	MID2021	195	$	793.65	$ 4.07
Apr-04	BARNYAK,LOUIS #2	MID2021	100	$	525.00	$ 5.25
May-04	BARNYAK,LOUIS #2	MID2021	130	$	624.00	$ 4.80
Jun-04	BARNYAK,LOUIS #2	MID2021	128	$	578.56	$ 4.52
Jul-04	BARNYAK,LOUIS #2	MID2021	78	$	365.82	$ 4.69
Aug-04	BARNYAK,LOUIS #2	MID2021	85	$	389.30	$ 4.58
Sep-04	BARNYAK,LOUIS #2	MID2021	43	$	221.88	$ 5.16
Oct-04	BARNYAK,LOUIS #2	MID2021	27	$	129.06	$ 4.78
Nov-04	BARNYAK,LOUIS #2	MID2021	50	$	246.43	$ 4.93
Dec-04	BARNYAK,LOUIS #2	MID2021	31	$	134.45	$ 4.34
Jan-05	BARNYAK,LOUIS #2	MID2021	46	$	226.79	$ 4.93
Feb-05	BARNYAK,LOUIS #2	MID2021	14	$	78.00	$ 5.57
Mar-05	BARNYAK,LOUIS #2	MID2021	100	$	596.98	$ 5.97
Apr-05	BARNYAK,LOUIS #2	MID2021	13	$	77.37	$ 5.95
May-05	BARNYAK,LOUIS #2	MID2021	73	$	447.39	$ 6.13
Jun-05	BARNYAK,LOUIS #2	MID2021	-	$	-	$ -
Jul-05	BARNYAK,LOUIS #2	MID2021	12	$	82.84	$ 6.90
Aug-05	BARNYAK,LOUIS #2	MID2021	66	$	410.35	$ 6.22
Sep-05	BARNYAK,LOUIS #2	MID2021	30	$	171.18	$ 5.71

Oct-05	BARNYAK,LOUIS #2	MID2021	15	$	96.39	$ 6.43
Nov-05	BARNYAK,LOUIS #2	MID2021	23	$	164.71	$ 7.16
Dec-05	BARNYAK,LOUIS #2	MID2021	42	$	429.82	$ 10.23
Jan-06	BARNYAK,LOUIS #2	MID2021	60	$	797.76	$ 13.30
Feb-06	BARNYAK,LOUIS #2	MID2021	74	$	968.36	$ 13.09
Mar-06	BARNYAK,LOUIS #2	MID2021	72	$	752.63	$ 10.45
Apr-06	BARNYAK,LOUIS #2	MID2021	85	$	893.75	$ 10.51
May-06	BARNYAK,LOUIS #2	MID2021	73	$	561.82	$ 7.70
Jun-06	BARNYAK,LOUIS #2	MID2021	67	$	438.00	$ 6.54
Jul-06	BARNYAK,LOUIS #2	MID2021	79	$	530.30	$ 6.71
Aug-06	BARNYAK,LOUIS #2	MID2021	99	$	648.30	$ 6.55
Sep-06	BARNYAK,LOUIS #2	MID2021	81	$	436.46	$ 5.39
Oct-06	BARNYAK,LOUIS #2	MID2021	83	$	438.99	$ 5.29
Nov-06	BARNYAK,LOUIS #2	MID2021	34	$	216.33	$ 6.36
Dec-06	BARNYAK,LOUIS #2	MID2021	60	$	370.20	$ 6.17
Jan-07	BARNYAK,LOUIS #2	MID2021	47	$	172.51	$ 3.67
Feb-07	BARNYAK,LOUIS #2	MID2021	66	$	427.42	$ 6.48
Mar-07	BARNYAK,LOUIS #2	MID2021	56	$	421.10	$ 7.52
Apr-07	BARNYAK,LOUIS #2	MID2021	50	$	280.31	$ 5.61
May-07	BARNYAK,LOUIS #2	MID2021	43	$	266.76	$ 6.20
Jun-07	BARNYAK,LOUIS #2	MID2021	71	$	525.63	$ 7.40
Jul-07	BARNYAK,LOUIS #2	MID2021	52	$	364.08	$ 7.00
Aug-07	BARNYAK,LOUIS #2	MID2021	25	$	164.20	$ 6.57
Sep-07	BARNYAK,LOUIS #2	MID2021	29	$	200.21	$ 6.90
Oct-07	BARNYAK,LOUIS #2	MID2021	40	$	251.81	$ 6.30
Nov-07	BARNYAK,LOUIS #2	MID2021	24	$	127.04	$ 5.29
Dec-07	BARNYAK,LOUIS #2	MID2021	45	$	207.85	$ 4.62
Jan-08	BARNYAK,LOUIS #2	MID2021	34	$	190.02	$ 5.59
Feb-08	BARNYAK,LOUIS #2	MID2021	38	$	244.98	$ 6.45
Mar-08	BARNYAK,LOUIS #2	MID2021	22	$	140.37	$ 6.38
Apr-08	BARNYAK,LOUIS #2	MID2021	40	$	253.55	$ 6.34
			13,140	$	54,799.08	
Jun-01	ETTERS #1	MID2022	858	$	4,092.66	$ 4.77
Jul-01	ETTERS #1	MID2022	743	$	3,767.01	$ 5.07
Aug-01	ETTERS #1	MID2022	613	$	2,832.06	$ 4.62
Sep-01	ETTERS #1	MID2022	500	$	1,710.00	$ 3.42
Oct-01	ETTERS #1	MID2022	484	$	1,461.68	$ 3.02
Nov-01	ETTERS #1	MID2022	429	$	1,299.87	$ 3.03
Dec-01	ETTERS #1	MID2022	394	$	874.68	$ 2.22
Jan-02	ETTERS #1	MID2022	407	$	752.95	$ 1.85
Feb-02	ETTERS #1	MID2022	215	$	638.55	$ 2.97
Mar-02	ETTERS #1	MID2022	165	$	361.35	$ 2.19
Apr-02	ETTERS #1	MID2022	379	$	947.50	$ 2.50
May-02	ETTERS #1	MID2022	277	$	537.38	$ 1.94
Jun-02	ETTERS #1	MID2022	271	$	604.33	$ 2.23
Jul-02	ETTERS #1	MID2022	213	$	664.56	$ 3.12
Aug-02	ETTERS #1	MID2022	339	$	1,064.46	$ 3.14
Sep-02	ETTERS #1	MID2022	255	$	821.10	$ 3.22
Oct-02	ETTERS #1	MID2022	192	$	593.28	$ 3.09
Nov-02	ETTERS #1	MID2022	169	$	496.86	$ 2.94
Dec-02	ETTERS #1	MID2022	239	$	783.92	$ 3.28

Jan-03	ETTERS #1	MID2022	231	$	753.06	$ 3.26
Feb-03	ETTERS #1	MID2022	218	$	815.32	$ 3.74
Mar-03	ETTERS #1	MID2022	151	$	593.43	$ 3.93
Apr-03	ETTERS #1	MID2022	178	$	715.56	$ 4.02
May-03	ETTERS #1	MID2022	155	$	649.45	$ 4.19
Jun-03	ETTERS #1	MID2022	157	$	712.78	$ 4.54
Jul-03	ETTERS #1	MID2022	139	$	675.54	$ 4.86
Aug-03	ETTERS #1	MID2022	127	$	575.31	$ 4.53
Sep-03	ETTERS #1	MID2022	92	$	399.28	$ 4.34
Oct-03	ETTERS #1	MID2022	80	$	339.20	$ 4.24
Nov-03	ETTERS #1	MID2022	209	$	871.53	$ 4.17
Dec-03	ETTERS #1	MID2022	158	$	657.28	$ 4.16
Jan-04	ETTERS #1	MID2022	156	$	616.20	$ 3.95
Feb-04	ETTERS #1	MID2022	156	$	619.32	$ 3.97
Mar-04	ETTERS #1	MID2022	127	$	516.89	$ 4.07
Apr-04	ETTERS #1	MID2022	111	$	582.75	$ 5.25
May-04	ETTERS #1	MID2022	129	$	619.20	$ 4.80
Jun-04	ETTERS #1	MID2022	161	$	727.72	$ 4.52
Jul-04	ETTERS #1	MID2022	117	$	548.73	$ 4.69
Aug-04	ETTERS #1	MID2022	148	$	677.84	$ 4.58
Sep-04	ETTERS #1	MID2022	144	$	743.04	$ 5.16
Oct-04	ETTERS #1	MID2022	152	$	726.56	$ 4.78
Nov-04	ETTERS #1	MID2022	150	$	739.28	$ 4.93
Dec-04	ETTERS #1	MID2022	137	$	594.17	$ 4.34
Jan-05	ETTERS #1	MID2022	123	$	606.41	$ 4.93
Feb-05	ETTERS #1	MID2022	115	$	640.77	$ 5.57
Mar-05	ETTERS #1	MID2022	114	$	680.55	$ 5.97
Apr-05	ETTERS #1	MID2022	107	$	636.87	$ 5.95
May-05	ETTERS #1	MID2022	98	$	600.61	$ 6.13
Jun-05	ETTERS #1	MID2022	272	$	1,683.35	$ 6.19
Jul-05	ETTERS #1	MID2022	531	$	3,665.49	$ 6.90
Aug-05	ETTERS #1	MID2022	374	$	2,325.31	$ 6.22
Sep-05	ETTERS #1	MID2022	284	$	1,620.50	$ 5.71
Oct-05	ETTERS #1	MID2022	290	$	1,863.51	$ 6.43
Nov-05	ETTERS #1	MID2022	347	$	2,485.00	$ 7.16
Dec-05	ETTERS #1	MID2022	124	$	1,269.00	$ 10.23
Jan-06	ETTERS #1	MID2022	100	$	1,329.60	$ 13.30
Feb-06	ETTERS #1	MID2022	126	$	1,648.84	$ 13.09
Mar-06	ETTERS #1	MID2022	101	$	1,055.77	$ 10.45
Apr-06	ETTERS #1	MID2022	110	$	1,156.62	$ 10.51
May-06	ETTERS #1	MID2022	79	$	607.99	$ 7.70
Jun-06	ETTERS #1	MID2022	63	$	411.85	$ 6.54
Jul-06	ETTERS #1	MID2022	112	$	751.82	$ 6.71
Aug-06	ETTERS #1	MID2022	113	$	870.95	$ 6.55
Sep-06	ETTERS #1	MID2022	128	$	689.72	$ 5.39
Oct-06	ETTERS #1	MID2022	131	$	692.87	$ 5.29
Nov-06	ETTERS #1	MID2022	120	$	763.52	$ 6.36
Dec-06	ETTERS #1	MID2022	-	$	-	$ -
Jan-07	ETTERS #1	MID2022	121	$	444.11	$ 3.67
Feb-07	ETTERS #1	MID2022	134	$	867.79	$ 6.48
Mar-07	ETTERS #1	MID2022	116	$	872.29	$ 7.52
Apr-07	ETTERS #1	MID2022	107	$	599.88	$ 5.61

May-07	ETTERS #1	MID2022	93	$	576.94	$ 6.20
Jun-07	ETTERS #1	MID2022	107	$	792.14	$ 7.40
Jul-07	ETTERS #1	MID2022	104	$	728.14	$ 7.00
Aug-07	ETTERS #1	MID2022	108	$	709.38	$ 6.57
Sep-07	ETTERS #1	MID2022	106	$	731.83	$ 6.90
Oct-07	ETTERS #1	MID2022	113	$	711.37	$ 6.30
Nov-07	ETTERS #1	MID2022	109	$	576.94	$ 5.29
Dec-07	ETTERS #1	MID2022	102	$	471.12	$ 4.62
Jan-08	ETTERS #1	MID2022	114	$	637.11	$ 5.59
Feb-08	ETTERS #1	MID2022	94	$	606.01	$ 6.45
Mar-08	ETTERS #1	MID2022	122	$	778.44	$ 6.38
Apr-08	ETTERS #1	MID2022	103	$	652.89	$ 6.34
			16,440	$	78,586.94	
Jun-01	SGL,(TR100) #6	MID2023	1,252	$	5,972.04	$ 4.77
Jul-01	SGL,(TR100) #6	MID2023	931	$	4,720.17	$ 5.07
Aug-01	SGL,(TR100) #6	MID2023	783	$	3,617.46	$ 4.62
Sep-01	SGL,(TR100) #6	MID2023	511	$	1,747.62	$ 3.42
Oct-01	SGL,(TR100) #6	MID2023	490	$	1,479.80	$ 3.02
Nov-01	SGL,(TR100) #6	MID2023	456	$	1,381.68	$ 3.03
Dec-01	SGL,(TR100) #6	MID2023	431	$	956.82	$ 2.22
Jan-02	SGL,(TR100) #6	MID2023	427	$	789.95	$ 1.85
Feb-02	SGL,(TR100) #6	MID2023	270	$	801.90	$ 2.97
Mar-02	SGL,(TR100) #6	MID2023	267	$	584.73	$ 2.19
Apr-02	SGL,(TR100) #6	MID2023	351	$	877.50	$ 2.50
May-02	SGL,(TR100) #6	MID2023	249	$	483.06	$ 1.94
Jun-02	SGL,(TR100) #6	MID2023	215	$	479.45	$ 2.23
Jul-02	SGL,(TR100) #6	MID2023	202	$	630.24	$ 3.12
Aug-02	SGL,(TR100) #6	MID2023	400	$	1,256.00	$ 3.14
Sep-02	SGL,(TR100) #6	MID2023	318	$	1,023.96	$ 3.22
Oct-02	SGL,(TR100) #6	MID2023	304	$	939.36	$ 3.09
Nov-02	SGL,(TR100) #6	MID2023	40	$	117.60	$ 2.94
Dec-02	SGL,(TR100) #6	MID2023	243	$	797.04	$ 3.28
Jan-03	SGL,(TR100) #6	MID2023	300	$	978.00	$ 3.26
Feb-03	SGL,(TR100) #6	MID2023	290	$	1,084.60	$ 3.74
Mar-03	SGL,(TR100) #6	MID2023	215	$	844.95	$ 3.93
Apr-03	SGL,(TR100) #6	MID2023	229	$	920.58	$ 4.02
May-03	SGL,(TR100) #6	MID2023	195	$	817.05	$ 4.19
Jun-03	SGL,(TR100) #6	MID2023	351	$	1,593.54	$ 4.54
Jul-03	SGL,(TR100) #6	MID2023	330	$	1,603.80	$ 4.86
Aug-03	SGL,(TR100) #6	MID2023	261	$	1,182.33	$ 4.53
Sep-03	SGL,(TR100) #6	MID2023	185	$	802.90	$ 4.34
Oct-03	SGL,(TR100) #6	MID2023	202	$	856.48	$ 4.24
Nov-03	SGL,(TR100) #6	MID2023	559	$	2,331.03	$ 4.17
Dec-03	SGL,(TR100) #6	MID2023	731	$	3,040.96	$ 4.16
Jan-04	SGL,(TR100) #6	MID2023	833	$	3,290.35	$ 3.95
Feb-04	SGL,(TR100) #6	MID2023	820	$	3,255.40	$ 3.97
Mar-04	SGL,(TR100) #6	MID2023	874	$	3,557.18	$ 4.07
Apr-04	SGL,(TR100) #6	MID2023	721	$	3,785.25	$ 5.25
May-04	SGL,(TR100) #6	MID2023	698	$	3,350.40	$ 4.80
Jun-04	SGL,(TR100) #6	MID2023	716	$	3,236.32	$ 4.52
Jul-04	SGL,(TR100) #6	MID2023	670	$	3,142.30	$ 4.69

Aug-04	SGL,(TR100) #6	MID2023	706	$ 3,233.48	$	4.58
Sep-04	SGL,(TR100) #6	MID2023	638	$ 3,292.08	$	5.16
Oct-04	SGL,(TR100) #6	MID2023	620	$ 2,963.60	$	4.78
Nov-04	SGL,(TR100) #6	MID2023	249	$ 1,227.20	$	4.93
Dec-04	SGL,(TR100) #6	MID2023	305	$ 1,322.79	$	4.34
Jan-05	SGL,(TR100) #6	MID2023	308	$ 1,518.50	$	4.93
Feb-05	SGL,(TR100) #6	MID2023	157	$ 874.79	$	5.57
Mar-05	SGL,(TR100) #6	MID2023	242	$ 1,444.68	$	5.97
Apr-05	SGL,(TR100) #6	MID2023	227	$ 1,351.11	$	5.95
May-05	SGL,(TR100) #6	MID2023	-	$ -	$	-
Jun-05	SGL,(TR100) #6	MID2023	259	$ 1,602.90	$	6.19
Jul-05	SGL,(TR100) #6	MID2023	334	$ 2,305.60	$	6.90
Aug-05	SGL,(TR100) #6	MID2023	412	$ 2,561.57	$	6.22
Sep-05	SGL,(TR100) #6	MID2023	409	$ 2,333.75	$	5.71
Oct-05	SGL,(TR100) #6	MID2023	329	$ 2,114.13	$	6.43
Nov-05	SGL,(TR100) #6	MID2023	519	$ 3,716.76	$	7.16
Dec-05	SGL,(TR100) #6	MID2023	363	$ 3,714.90	$	10.23
Jan-06	SGL,(TR100) #6	MID2023	344	$ 4,573.82	$	13.30
Feb-06	SGL,(TR100) #6	MID2023	300	$ 3,925.80	$	13.09
Mar-06	SGL,(TR100) #6	MID2023	451	$ 4,714.41	$	10.45
Apr-06	SGL,(TR100) #6	MID2023	416	$ 4,374.12	$	10.51
May-06	SGL,(TR100) #6	MID2023	268	$ 2,062.55	$	7.70
Jun-06	SGL,(TR100) #6	MID2023	342	$ 2,235.78	$	6.54
Jul-06	SGL,(TR100) #6	MID2023	217	$ 1,456.64	$	6.71
Aug-06	SGL,(TR100) #6	MID2023	312	$ 2,043.12	$	6.55
Sep-06	SGL,(TR100) #6	MID2023	315	$ 1,697.35	$	5.39
Oct-06	SGL,(TR100) #6	MID2023	323	$ 1,708.38	$	5.29
Nov-06	SGL,(TR100) #6	MID2023	173	$ 1,100.74	$	6.36
Dec-06	SGL,(TR100) #6	MID2023	287	$ 1,770.78	$	6.17
Jan-07	SGL,(TR100) #6	MID2023	321	$ 1,178.20	$	3.67
Feb-07	SGL,(TR100) #6	MID2023	214	$ 1,385.87	$	6.48
Mar-07	SGL,(TR100) #6	MID2023	189	$ 1,421.23	$	7.52
Apr-07	SGL,(TR100) #6	MID2023	249	$ 1,395.98	$	5.61
May-07	SGL,(TR100) #6	MID2023	217	$ 1,346.21	$	6.20
Jun-07	SGL,(TR100) #6	MID2023	160	$ 1,184.51	$	7.40
Jul-07	SGL,(TR100) #6	MID2023	184	$ 1,288.26	$	7.00
Aug-07	SGL,(TR100) #6	MID2023	256	$ 1,681.50	$	6.57
Sep-07	SGL,(TR100) #6	MID2023	256	$ 1,767.44	$	6.90
Oct-07	SGL,(TR100) #6	MID2023	292	$ 1,838.22	$	6.30
Nov-07	SGL,(TR100) #6	MID2023	232	$ 1,227.97	$	5.29
Dec-07	SGL,(TR100) #6	MID2023	248	$ 1,145.47	$	4.62
Jan-08	SGL,(TR100) #6	MID2023	228	$ 1,274.23	$	5.59
Feb-08	SGL,(TR100) #6	MID2023	279	$ 1,798.69	$	6.45
Mar-08	SGL,(TR100) #6	MID2023	149	$ 950.71	$	6.38
Apr-08	SGL,(TR100) #6	MID2023	171	$ 1,083.91	$	6.34
			30,790	$ 157,539.53		
Jul-01	SGL,(TR100) #10	MID2024	1,382	$ 7,006.74	$	5.07
Aug-01	SGL,(TR100) #10	MID2024	2,307	$ 10,658.34	$	4.62
Sep-01	SGL,(TR100) #10	MID2024	2,302	$ 7,872.84	$	3.42
Oct-01	SGL,(TR100) #10	MID2024	2,072	$ 6,257.44	$	3.02
Nov-01	SGL,(TR100) #10	MID2024	1,990	$ 6,029.70	$	3.03

Dec-01	SGL,(TR100) #10	MID2024	2,210	$	4,906.20	$ 2.22
Jan-02	SGL,(TR100) #10	MID2024	2,227	$	4,119.95	$ 1.85
Feb-02	SGL,(TR100) #10	MID2024	1,104	$	3,278.88	$ 2.97
Mar-02	SGL,(TR100) #10	MID2024	407	$	891.33	$ 2.19
Apr-02	SGL,(TR100) #10	MID2024	1,717	$	4,292.50	$ 2.50
May-02	SGL,(TR100) #10	MID2024	1,287	$	2,496.78	$ 1.94
Jun-02	SGL,(TR100) #10	MID2024	1,474	$	3,287.02	$ 2.23
Jul-02	SGL,(TR100) #10	MID2024	787	$	2,455.44	$ 3.12
Aug-02	SGL,(TR100) #10	MID2024	1,721	$	5,403.94	$ 3.14
Sep-02	SGL,(TR100) #10	MID2024	1,358	$	4,372.76	$ 3.22
Oct-02	SGL,(TR100) #10	MID2024	965	$	2,981.85	$ 3.09
Nov-02	SGL,(TR100) #10	MID2024	100	$	294.00	$ 2.94
Dec-02	SGL,(TR100) #10	MID2024	997	$	3,270.16	$ 3.28
Jan-03	SGL,(TR100) #10	MID2024	1,429	$	4,658.54	$ 3.26
Feb-03	SGL,(TR100) #10	MID2024	1,482	$	5,542.68	$ 3.74
Mar-03	SGL,(TR100) #10	MID2024	1,102	$	4,330.86	$ 3.93
Apr-03	SGL,(TR100) #10	MID2024	1,154	$	4,639.08	$ 4.02
May-03	SGL,(TR100) #10	MID2024	813	$	3,406.47	$ 4.19
Jun-03	SGL,(TR100) #10	MID2024	887	$	4,026.98	$ 4.54
Jul-03	SGL,(TR100) #10	MID2024	941	$	4,573.26	$ 4.86
Aug-03	SGL,(TR100) #10	MID2024	912	$	4,131.36	$ 4.53
Sep-03	SGL,(TR100) #10	MID2024	621	$	2,695.14	$ 4.34
Oct-03	SGL,(TR100) #10	MID2024	307	$	1,301.68	$ 4.24
Nov-03	SGL,(TR100) #10	MID2024	1,116	$	4,653.72	$ 4.17
Dec-03	SGL,(TR100) #10	MID2024	842	$	3,502.72	$ 4.16
Jan-04	SGL,(TR100) #10	MID2024	905	$	3,574.75	$ 3.95
Feb-04	SGL,(TR100) #10	MID2024	841	$	3,338.77	$ 3.97
Mar-04	SGL,(TR100) #10	MID2024	752	$	3,060.64	$ 4.07
Apr-04	SGL,(TR100) #10	MID2024	864	$	4,536.00	$ 5.25
May-04	SGL,(TR100) #10	MID2024	695	$	3,336.00	$ 4.80
Jun-04	SGL,(TR100) #10	MID2024	796	$	3,597.92	$ 4.52
Jul-04	SGL,(TR100) #10	MID2024	736	$	3,451.84	$ 4.69
Aug-04	SGL,(TR100) #10	MID2024	609	$	2,789.22	$ 4.58
Sep-04	SGL,(TR100) #10	MID2024	710	$	3,663.60	$ 5.16
Oct-04	SGL,(TR100) #10	MID2024	716	$	3,422.48	$ 4.78
Nov-04	SGL,(TR100) #10	MID2024	682	$	3,361.25	$ 4.93
Dec-04	SGL,(TR100) #10	MID2024	687	$	2,979.53	$ 4.34
Jan-05	SGL,(TR100) #10	MID2024	663	$	3,268.71	$ 4.93
Feb-05	SGL,(TR100) #10	MID2024	644	$	3,588.31	$ 5.57
Mar-05	SGL,(TR100) #10	MID2024	613	$	3,659.46	$ 5.97
Apr-05	SGL,(TR100) #10	MID2024	574	$	3,416.44	$ 5.95
May-05	SGL,(TR100) #10	MID2024	524	$	3,211.40	$ 6.13
Jun-05	SGL,(TR100) #10	MID2024	544	$	3,366.70	$ 6.19
Jul-05	SGL,(TR100) #10	MID2024	556	$	3,838.07	$ 6.90
Aug-05	SGL,(TR100) #10	MID2024	635	$	3,948.06	$ 6.22
Sep-05	SGL,(TR100) #10	MID2024	616	$	3,514.90	$ 5.71
Oct-05	SGL,(TR100) #10	MID2024	583	$	3,746.30	$ 6.43
Nov-05	SGL,(TR100) #10	MID2024	651	$	4,662.06	$ 7.16
Dec-05	SGL,(TR100) #10	MID2024	573	$	5,864.02	$ 10.23
Jan-06	SGL,(TR100) #10	MID2024	603	$	8,017.48	$ 13.30
Feb-06	SGL,(TR100) #10	MID2024	538	$	7,040.27	$ 13.09
Mar-06	SGL,(TR100) #10	MID2024	639	$	6,679.61	$ 10.45

Apr-06	SGL,(TR100) #10	MID2024	678	$	7,128.97	$ 10.51
May-06	SGL,(TR100) #10	MID2024	490	$	3,771.07	$ 7.70
Jun-06	SGL,(TR100) #10	MID2024	550	$	3,595.54	$ 6.54
Jul-06	SGL,(TR100) #10	MID2024	507	$	3,403.31	$ 6.71
Aug-06	SGL,(TR100) #10	MID2024	527	$	3,451.03	$ 6.55
Sep-06	SGL,(TR100) #10	MID2024	-	$	-	$ -
Oct-06	SGL,(TR100) #10	MID2024	618	$	3,268.67	$ 5.29
Nov-06	SGL,(TR100) #10	MID2024	514	$	3,270.43	$ 6.36
Dec-06	SGL,(TR100) #10	MID2024	494	$	3,047.96	$ 6.17
Jan-07	SGL,(TR100) #10	MID2024	509	$	1,868.23	$ 3.67
Feb-07	SGL,(TR100) #10	MID2024	482	$	3,121.46	$ 6.48
Mar-07	SGL,(TR100) #10	MID2024	497	$	3,737.29	$ 7.52
Apr-07	SGL,(TR100) #10	MID2024	463	$	2,595.74	$ 5.61
May-07	SGL,(TR100) #10	MID2024	404	$	2,506.31	$ 6.20
Jun-07	SGL,(TR100) #10	MID2024	476	$	3,523.91	$ 7.40
Jul-07	SGL,(TR100) #10	MID2024	353	$	2,471.50	$ 7.00
Aug-07	SGL,(TR100) #10	MID2024	440	$	2,890.07	$ 6.57
Sep-07	SGL,(TR100) #10	MID2024	418	$	2,885.90	$ 6.90
Oct-07	SGL,(TR100) #10	MID2024	445	$	2,801.40	$ 6.30
Nov-07	SGL,(TR100) #10	MID2024	425	$	2,249.51	$ 5.29
Dec-07	SGL,(TR100) #10	MID2024	404	$	1,866.00	$ 4.62
Jan-08	SGL,(TR100) #10	MID2024	402	$	2,246.66	$ 5.59
Feb-08	SGL,(TR100) #10	MID2024	426	$	2,746.38	$ 6.45
Mar-08	SGL,(TR100) #10	MID2024	408	$	2,603.30	$ 6.38
Apr-08	SGL,(TR100) #10	MID2024	411	$	2,605.20	$ 6.34
			67,303	$	309,927.99	

Jul-01	SGL,(TR100) #9	MID2025	1,860	$	9,430.20	$ 5.07
Aug-01	SGL,(TR100) #9	MID2025	1,724	$	7,964.88	$ 4.62
Sep-01	SGL,(TR100) #9	MID2025	1,612	$	5,513.04	$ 3.42
Oct-01	SGL,(TR100) #9	MID2025	1,398	$	4,221.96	$ 3.02
Nov-01	SGL,(TR100) #9	MID2025	1,180	$	3,575.40	$ 3.03
Dec-01	SGL,(TR100) #9	MID2025	1,495	$	3,318.90	$ 2.22
Jan-02	SGL,(TR100) #9	MID2025	1,466	$	2,712.10	$ 1.85
Feb-02	SGL,(TR100) #9	MID2025	852	$	2,530.44	$ 2.97
Mar-02	SGL,(TR100) #9	MID2025	486	$	1,064.34	$ 2.19
Apr-02	SGL,(TR100) #9	MID2025	1,419	$	3,547.50	$ 2.50
May-02	SGL,(TR100) #9	MID2025	1,061	$	2,058.34	$ 1.94
Jun-02	SGL,(TR100) #9	MID2025	1,090	$	2,430.70	$ 2.23
Jul-02	SGL,(TR100) #9	MID2025	549	$	1,712.88	$ 3.12
Aug-02	SGL,(TR100) #9	MID2025	1,406	$	4,414.84	$ 3.14
Sep-02	SGL,(TR100) #9	MID2025	1,115	$	3,590.30	$ 3.22
Oct-02	SGL,(TR100) #9	MID2025	826	$	2,552.34	$ 3.09
Nov-02	SGL,(TR100) #9	MID2025	91	$	267.54	$ 2.94
Dec-02	SGL,(TR100) #9	MID2025	938	$	3,076.64	$ 3.28
Jan-03	SGL,(TR100) #9	MID2025	1,087	$	3,543.62	$ 3.26
Feb-03	SGL,(TR100) #9	MID2025	1,168	$	4,368.32	$ 3.74
Mar-03	SGL,(TR100) #9	MID2025	772	$	3,033.96	$ 3.93
Apr-03	SGL,(TR100) #9	MID2025	857	$	3,445.14	$ 4.02
May-03	SGL,(TR100) #9	MID2025	711	$	2,979.09	$ 4.19
Jun-03	SGL,(TR100) #9	MID2025	784	$	3,559.36	$ 4.54
Jul-03	SGL,(TR100) #9	MID2025	782	$	3,800.52	$ 4.86

Aug-03	SGL,(TR100) #9	MID2025	688	$	3,116.64	$ 4.53
Sep-03	SGL,(TR100) #9	MID2025	506	$	2,196.04	$ 4.34
Oct-03	SGL,(TR100) #9	MID2025	246	$	1,043.04	$ 4.24
Nov-03	SGL,(TR100) #9	MID2025	908	$	3,786.36	$ 4.17
Dec-03	SGL,(TR100) #9	MID2025	710	$	2,953.60	$ 4.16
Jan-04	SGL,(TR100) #9	MID2025	691	$	2,729.45	$ 3.95
Feb-04	SGL,(TR100) #9	MID2025	650	$	2,580.50	$ 3.97
Mar-04	SGL,(TR100) #9	MID2025	646	$	2,629.22	$ 4.07
Apr-04	SGL,(TR100) #9	MID2025	517	$	2,714.25	$ 5.25
May-04	SGL,(TR100) #9	MID2025	605	$	2,904.00	$ 4.80
Jun-04	SGL,(TR100) #9	MID2025	620	$	2,802.40	$ 4.52
Jul-04	SGL,(TR100) #9	MID2025	616	$	2,889.04	$ 4.69
Aug-04	SGL,(TR100) #9	MID2025	572	$	2,619.76	$ 4.58
Sep-04	SGL,(TR100) #9	MID2025	598	$	3,085.68	$ 5.16
Oct-04	SGL,(TR100) #9	MID2025	606	$	2,896.68	$ 4.78
Nov-04	SGL,(TR100) #9	MID2025	582	$	2,868.40	$ 4.93
Dec-04	SGL,(TR100) #9	MID2025	489	$	2,120.81	$ 4.34
Jan-05	SGL,(TR100) #9	MID2025	571	$	2,815.14	$ 4.93
Feb-05	SGL,(TR100) #9	MID2025	544	$	3,031.12	$ 5.57
Mar-05	SGL,(TR100) #9	MID2025	499	$	2,978.91	$ 5.97
Apr-05	SGL,(TR100) #9	MID2025	508	$	3,023.61	$ 5.95
May-05	SGL,(TR100) #9	MID2025	402	$	2,463.70	$ 6.13
Jun-05	SGL,(TR100) #9	MID2025	427	$	2,642.62	$ 6.19
Jul-05	SGL,(TR100) #9	MID2025	445	$	3,071.84	$ 6.90
Aug-05	SGL,(TR100) #9	MID2025	491	$	3,052.75	$ 6.22
Sep-05	SGL,(TR100) #9	MID2025	425	$	2,425.05	$ 5.71
Oct-05	SGL,(TR100) #9	MID2025	418	$	2,686.03	$ 6.43
Nov-05	SGL,(TR100) #9	MID2025	416	$	2,979.13	$ 7.16
Dec-05	SGL,(TR100) #9	MID2025	445	$	4,554.09	$ 10.23
Jan-06	SGL,(TR100) #9	MID2025	471	$	6,262.41	$ 13.30
Feb-06	SGL,(TR100) #9	MID2025	425	$	5,561.55	$ 13.09
Mar-06	SGL,(TR100) #9	MID2025	427	$	4,463.52	$ 10.45
Apr-06	SGL,(TR100) #9	MID2025	422	$	4,437.21	$ 10.51
May-06	SGL,(TR100) #9	MID2025	370	$	2,847.55	$ 7.70
Jun-06	SGL,(TR100) #9	MID2025	417	$	2,726.08	$ 6.54
Jul-06	SGL,(TR100) #9	MID2025	371	$	2,490.38	$ 6.71
Aug-06	SGL,(TR100) #9	MID2025	386	$	2,527.70	$ 6.55
Sep-06	SGL,(TR100) #9	MID2025	378	$	2,036.83	$ 5.39
Oct-06	SGL,(TR100) #9	MID2025	388	$	2,052.18	$ 5.29
Nov-06	SGL,(TR100) #9	MID2025	398	$	2,532.36	$ 6.36
Dec-06	SGL,(TR100) #9	MID2025	380	$	2,344.58	$ 6.17
Jan-07	SGL,(TR100) #9	MID2025	368	$	1,350.70	$ 3.67
Feb-07	SGL,(TR100) #9	MID2025	365	$	2,363.76	$ 6.48
Mar-07	SGL,(TR100) #9	MID2025	381	$	2,865.01	$ 7.52
Apr-07	SGL,(TR100) #9	MID2025	-	$	-	$ -
May-07	SGL,(TR100) #9	MID2025	307	$	1,904.54	$ 6.20
Jun-07	SGL,(TR100) #9	MID2025	331	$	2,450.46	$ 7.40
Jul-07	SGL,(TR100) #9	MID2025	312	$	2,184.44	$ 7.00
Aug-07	SGL,(TR100) #9	MID2025	323	$	2,121.57	$ 6.57
Sep-07	SGL,(TR100) #9	MID2025	321	$	2,216.20	$ 6.90
Oct-07	SGL,(TR100) #9	MID2025	315	$	1,983.01	$ 6.30
Nov-07	SGL,(TR100) #9	MID2025	319	$	1,688.46	$ 5.29

Dec-07	SGL,(TR100) #9	MID2025	312	$	1,441.07	$ 4.62
Jan-08	SGL,(TR100) #9	MID2025	310	$	1,732.50	$ 5.59
Feb-08	SGL,(TR100) #9	MID2025	298	$	1,921.18	$ 6.45
Mar-08	SGL,(TR100) #9	MID2025	299	$	1,907.81	$ 6.38
Apr-08	SGL,(TR100) #9	MID2025	313	$	1,984.01	$ 6.34
			52,277	$	240,769.28	

Oct-01	SGL,(TR100) #3	MID2026	4,273	$	12,904.46	$ 3.02
Nov-01	SGL,(TR100) #3	MID2026	2,414	$	7,314.42	$ 3.03
Dec-01	SGL,(TR100) #3	MID2026	1,828	$	4,058.16	$ 2.22
Jan-02	SGL,(TR100) #3	MID2026	1,560	$	2,886.00	$ 1.85
Feb-02	SGL,(TR100) #3	MID2026	891	$	2,646.27	$ 2.97
Mar-02	SGL,(TR100) #3	MID2026	724	$	1,585.56	$ 2.19
Apr-02	SGL,(TR100) #3	MID2026	1,073	$	2,682.50	$ 2.50
May-02	SGL,(TR100) #3	MID2026	913	$	1,771.22	$ 1.94
Jun-02	SGL,(TR100) #3	MID2026	726	$	1,618.98	$ 2.23
Jul-02	SGL,(TR100) #3	MID2026	571	$	1,781.52	$ 3.12
Aug-02	SGL,(TR100) #3	MID2026	880	$	2,763.20	$ 3.14
Sep-02	SGL,(TR100) #3	MID2026	704	$	2,266.88	$ 3.22
Oct-02	SGL,(TR100) #3	MID2026	529	$	1,634.61	$ 3.09
Nov-02	SGL,(TR100) #3	MID2026	318	$	934.92	$ 2.94
Dec-02	SGL,(TR100) #3	MID2026	594	$	1,948.32	$ 3.28
Jan-03	SGL,(TR100) #3	MID2026	714	$	2,327.64	$ 3.26
Feb-03	SGL,(TR100) #3	MID2026	578	$	2,161.72	$ 3.74
Mar-03	SGL,(TR100) #3	MID2026	468	$	1,839.24	$ 3.93
Apr-03	SGL,(TR100) #3	MID2026	387	$	1,555.74	$ 4.02
May-03	SGL,(TR100) #3	MID2026	307	$	1,286.33	$ 4.19
Jun-03	SGL,(TR100) #3	MID2026	379	$	1,720.66	$ 4.54
Jul-03	SGL,(TR100) #3	MID2026	382	$	1,856.52	$ 4.86
Aug-03	SGL,(TR100) #3	MID2026	307	$	1,390.71	$ 4.53
Sep-03	SGL,(TR100) #3	MID2026	246	$	1,067.64	$ 4.34
Oct-03	SGL,(TR100) #3	MID2026	319	$	1,352.56	$ 4.24
Nov-03	SGL,(TR100) #3	MID2026	351	$	1,463.67	$ 4.17
Dec-03	SGL,(TR100) #3	MID2026	279	$	1,160.64	$ 4.16
Jan-04	SGL,(TR100) #3	MID2026	210	$	829.50	$ 3.95
Feb-04	SGL,(TR100) #3	MID2026	310	$	1,230.70	$ 3.97
Mar-04	SGL,(TR100) #3	MID2026	335	$	1,363.45	$ 4.07
Apr-04	SGL,(TR100) #3	MID2026	330	$	1,732.50	$ 5.25
May-04	SGL,(TR100) #3	MID2026	247	$	1,185.60	$ 4.80
Jun-04	SGL,(TR100) #3	MID2026	249	$	1,125.48	$ 4.52
Jul-04	SGL,(TR100) #3	MID2026	251	$	1,177.19	$ 4.69
Aug-04	SGL,(TR100) #3	MID2026	277	$	1,268.66	$ 4.58
Sep-04	SGL,(TR100) #3	MID2026	254	$	1,310.64	$ 5.16
Oct-04	SGL,(TR100) #3	MID2026	225	$	1,075.50	$ 4.78
Nov-04	SGL,(TR100) #3	MID2026	199	$	980.78	$ 4.93
Dec-04	SGL,(TR100) #3	MID2026	183	$	793.67	$ 4.34
Jan-05	SGL,(TR100) #3	MID2026	200	$	986.04	$ 4.93
Feb-05	SGL,(TR100) #3	MID2026	186	$	1,036.38	$ 5.57
Mar-05	SGL,(TR100) #3	MID2026	185	$	1,104.41	$ 5.97
Apr-05	SGL,(TR100) #3	MID2026	174	$	1,035.65	$ 5.95
May-05	SGL,(TR100) #3	MID2026	171	$	1,048.00	$ 6.13

Jun-05	SGL,(TR100) #3	MID2026	168	$	1,039.72	$ 6.19
Jul-05	SGL,(TR100) #3	MID2026	173	$	1,194.22	$ 6.90
Aug-05	SGL,(TR100) #3	MID2026	154	$	957.48	$ 6.22
Sep-05	SGL,(TR100) #3	MID2026	129	$	736.07	$ 5.71
Oct-05	SGL,(TR100) #3	MID2026	128	$	822.52	$ 6.43
Nov-05	SGL,(TR100) #3	MID2026	121	$	866.53	$ 7.16
Dec-05	SGL,(TR100) #3	MID2026	158	$	1,616.96	$ 10.23
Jan-06	SGL,(TR100) #3	MID2026	144	$	1,914.62	$ 13.30
Feb-06	SGL,(TR100) #3	MID2026	129	$	1,688.09	$ 13.09
Mar-06	SGL,(TR100) #3	MID2026	147	$	1,536.62	$ 10.45
Apr-06	SGL,(TR100) #3	MID2026	145	$	1,524.64	$ 10.51
May-06	SGL,(TR100) #3	MID2026	125	$	962.01	$ 7.70
Jun-06	SGL,(TR100) #3	MID2026	171	$	1,117.89	$ 6.54
Jul-06	SGL,(TR100) #3	MID2026	156	$	1,047.17	$ 6.71
Aug-06	SGL,(TR100) #3	MID2026	163	$	1,067.40	$ 6.55
Sep-06	SGL,(TR100) #3	MID2026	127	$	684.33	$ 5.39
Oct-06	SGL,(TR100) #3	MID2026	130	$	687.58	$ 5.29
Nov-06	SGL,(TR100) #3	MID2026	161	$	1,024.40	$ 6.36
Dec-06	SGL,(TR100) #3	MID2026	169	$	1,042.72	$ 6.17
Jan-07	SGL,(TR100) #3	MID2026	173	$	634.98	$ 3.67
Feb-07	SGL,(TR100) #3	MID2026	152	$	984.36	$ 6.48
Mar-07	SGL,(TR100) #3	MID2026	178	$	1,338.51	$ 7.52
Apr-07	SGL,(TR100) #3	MID2026	173	$	969.89	$ 5.61
May-07	SGL,(TR100) #3	MID2026	151	$	936.77	$ 6.20
Jun-07	SGL,(TR100) #3	MID2026	151	$	1,117.88	$ 7.40
Jul-07	SGL,(TR100) #3	MID2026	144	$	1,008.21	$ 7.00
Aug-07	SGL,(TR100) #3	MID2026	137	$	899.87	$ 6.57
Sep-07	SGL,(TR100) #3	MID2026	128	$	883.72	$ 6.90
Oct-07	SGL,(TR100) #3	MID2026	105	$	661.00	$ 6.30
Nov-07	SGL,(TR100) #3	MID2026	124	$	656.33	$ 5.29
Dec-07	SGL,(TR100) #3	MID2026	129	$	595.83	$ 4.62
Jan-08	SGL,(TR100) #3	MID2026	105	$	586.82	$ 5.59
Feb-08	SGL,(TR100) #3	MID2026	127	$	818.76	$ 6.45
Mar-08	SGL,(TR100) #3	MID2026	129	$	823.10	$ 6.38
Apr-08	SGL,(TR100) #3	MID2026	141	$	893.75	$ 6.34
			31,746	$	122,604.99	
Sep-01	SGL,(TR100) #2	MID2027	1,979	$	6,768.18	$ 3.42
Oct-01	SGL,(TR100) #2	MID2027	2,203	$	6,653.06	$ 3.02
Nov-01	SGL,(TR100) #2	MID2027	1,249	$	3,784.47	$ 3.03
Dec-01	SGL,(TR100) #2	MID2027	1,075	$	2,386.50	$ 2.22
Jan-02	SGL,(TR100) #2	MID2027	948	$	1,753.80	$ 1.85
Feb-02	SGL,(TR100) #2	MID2027	524	$	1,556.28	$ 2.97
Mar-02	SGL,(TR100) #2	MID2027	-	$	-	$ -
Apr-02	SGL,(TR100) #2	MID2027	1,526	$	3,815.00	$ 2.50
May-02	SGL,(TR100) #2	MID2027	1,265	$	2,454.10	$ 1.94
Jun-02	SGL,(TR100) #2	MID2027	1,035	$	2,308.05	$ 2.23
Jul-02	SGL,(TR100) #2	MID2027	706	$	2,202.72	$ 3.12
Aug-02	SGL,(TR100) #2	MID2027	1,204	$	3,780.56	$ 3.14
Sep-02	SGL,(TR100) #2	MID2027	953	$	3,068.66	$ 3.22
Oct-02	SGL,(TR100) #2	MID2027	831	$	2,567.79	$ 3.09
Nov-02	SGL,(TR100) #2	MID2027	315	$	926.10	$ 2.94

Dec-02	SGL,(TR100) #2	MID2027	1,092	$	3,581.76	$ 3.28
Jan-03	SGL,(TR100) #2	MID2027	925	$	3,015.50	$ 3.26
Feb-03	SGL,(TR100) #2	MID2027	858	$	3,208.92	$ 3.74
Mar-03	SGL,(TR100) #2	MID2027	647	$	2,542.71	$ 3.93
Apr-03	SGL,(TR100) #2	MID2027	684	$	2,749.68	$ 4.02
May-03	SGL,(TR100) #2	MID2027	545	$	2,283.55	$ 4.19
Jun-03	SGL,(TR100) #2	MID2027	549	$	2,492.46	$ 4.54
Jul-03	SGL,(TR100) #2	MID2027	644	$	3,129.84	$ 4.86
Aug-03	SGL,(TR100) #2	MID2027	514	$	2,328.42	$ 4.53
Sep-03	SGL,(TR100) #2	MID2027	380	$	1,649.20	$ 4.34
Oct-03	SGL,(TR100) #2	MID2027	541	$	2,293.84	$ 4.24
Nov-03	SGL,(TR100) #2	MID2027	691	$	2,881.47	$ 4.17
Dec-03	SGL,(TR100) #2	MID2027	549	$	2,283.84	$ 4.16
Jan-04	SGL,(TR100) #2	MID2027	553	$	2,184.35	$ 3.95
Feb-04	SGL,(TR100) #2	MID2027	518	$	2,056.46	$ 3.97
Mar-04	SGL,(TR100) #2	MID2027	510	$	2,075.70	$ 4.07
Apr-04	SGL,(TR100) #2	MID2027	565	$	2,966.25	$ 5.25
May-04	SGL,(TR100) #2	MID2027	523	$	2,510.40	$ 4.80
Jun-04	SGL,(TR100) #2	MID2027	507	$	2,291.64	$ 4.52
Jul-04	SGL,(TR100) #2	MID2027	492	$	2,307.48	$ 4.69
Aug-04	SGL,(TR100) #2	MID2027	466	$	2,134.28	$ 4.58
Sep-04	SGL,(TR100) #2	MID2027	509	$	2,626.44	$ 5.16
Oct-04	SGL,(TR100) #2	MID2027	522	$	2,495.16	$ 4.78
Nov-04	SGL,(TR100) #2	MID2027	482	$	2,375.54	$ 4.93
Dec-04	SGL,(TR100) #2	MID2027	489	$	2,120.81	$ 4.34
Jan-05	SGL,(TR100) #2	MID2027	478	$	2,356.63	$ 4.93
Feb-05	SGL,(TR100) #2	MID2027	458	$	2,551.93	$ 5.57
Mar-05	SGL,(TR100) #2	MID2027	456	$	2,722.21	$ 5.97
Apr-05	SGL,(TR100) #2	MID2027	481	$	2,862.91	$ 5.95
May-05	SGL,(TR100) #2	MID2027	427	$	2,616.92	$ 6.13
Jun-05	SGL,(TR100) #2	MID2027	440	$	2,723.07	$ 6.19
Jul-05	SGL,(TR100) #2	MID2027	433	$	2,989.00	$ 6.90
Aug-05	SGL,(TR100) #2	MID2027	424	$	2,636.18	$ 6.22
Sep-05	SGL,(TR100) #2	MID2027	408	$	2,328.05	$ 5.71
Oct-05	SGL,(TR100) #2	MID2027	420	$	2,698.88	$ 6.43
Nov-05	SGL,(TR100) #2	MID2027	406	$	2,907.52	$ 7.16
Dec-05	SGL,(TR100) #2	MID2027	396	$	4,052.63	$ 10.23
Jan-06	SGL,(TR100) #2	MID2027	410	$	5,451.35	$ 13.30
Feb-06	SGL,(TR100) #2	MID2027	401	$	5,247.49	$ 13.09
Mar-06	SGL,(TR100) #2	MID2027	379	$	3,961.77	$ 10.45
Apr-06	SGL,(TR100) #2	MID2027	407	$	4,279.48	$ 10.51
May-06	SGL,(TR100) #2	MID2027	352	$	2,709.02	$ 7.70
Jun-06	SGL,(TR100) #2	MID2027	369	$	2,412.28	$ 6.54
Jul-06	SGL,(TR100) #2	MID2027	359	$	2,409.83	$ 6.71
Aug-06	SGL,(TR100) #2	MID2027	357	$	2,337.79	$ 6.55
Sep-06	SGL,(TR100) #2	MID2027	350	$	1,885.95	$ 5.39
Oct-06	SGL,(TR100) #2	MID2027	359	$	1,898.79	$ 5.29
Nov-06	SGL,(TR100) #2	MID2027	363	$	2,309.66	$ 6.36
Dec-06	SGL,(TR100) #2	MID2027	335	$	2,190.33	$ 6.17
Jan-07	SGL,(TR100) #2	MID2027	368	$	1,350.70	$ 3.67
Feb-07	SGL,(TR100) #2	MID2027	351	$	2,273.09	$ 6.48
Mar-07	SGL,(TR100) #2	MID2027	362	$	2,722.13	$ 7.52

Apr-07 SGL,(TR100) #2	MID2027	392	$ 2,197.68	$	5.61
May-07 SGL,(TR100) #2	MID2027	341	$ 2,115.48	$	6.20
Jun-07 SGL,(TR100) #2	MID2027	368	$ 2,724.37	$	7.40
Jul-07 SGL,(TR100) #2	MID2027	323	$ 2,261.46	$	7.00
Aug-07 SGL,(TR100) #2	MID2027	327	$ 2,147.85	$	6.57
Sep-07 SGL,(TR100) #2	MID2027	326	$ 2,250.72	$	6.90
Oct-07 SGL,(TR100) #2	MID2027	336	$ 2,115.22	$	6.30
Nov-07 SGL,(TR100) #2	MID2027	328	$ 1,736.10	$	5.29
Dec-07 SGL,(TR100) #2	MID2027	326	$ 1,505.74	$	4.62
Jan-08 SGL,(TR100) #2	MID2027	320	$ 1,788.39	$	5.59
Feb-08 SGL,(TR100) #2	MID2027	307	$ 1,979.20	$	6.45
Mar-08 SGL,(TR100) #2	MID2027	315	$ 2,009.91	$	6.38
Apr-08 SGL,(TR100) #2	MID2027	302	$ 1,914.29	$	6.34
		45,628	$ 210,242.97		
Aug-01 SGL,(TR100) #11	MID2028	483	$ 2,231.46	$	4.62
Sep-01 SGL,(TR100) #11	MID2028	2,447	$ 8,368.74	$	3.42
Oct-01 SGL,(TR100) #11	MID2028	2,198	$ 6,637.96	$	3.02
Nov-01 SGL,(TR100) #11	MID2028	2,031	$ 6,153.93	$	3.03
Dec-01 SGL,(TR100) #11	MID2028	1,833	$ 4,069.26	$	2.22
Jan-02 SGL,(TR100) #11	MID2028	1,854	$ 3,429.90	$	1.85
Feb-02 SGL,(TR100) #11	MID2028	958	$ 2,845.26	$	2.97
Mar-02 SGL,(TR100) #11	MID2028	581	$ 1,272.39	$	2.19
Apr-02 SGL,(TR100) #11	MID2028	1,135	$ 2,837.50	$	2.50
May-02 SGL,(TR100) #11	MID2028	1,113	$ 2,159.22	$	1.94
Jun-02 SGL,(TR100) #11	MID2028	888	$ 1,980.24	$	2.23
Jul-02 SGL,(TR100) #11	MID2028	782	$ 2,439.84	$	3.12
Aug-02 SGL,(TR100) #11	MID2028	1,349	$ 4,235.86	$	3.14
Sep-02 SGL,(TR100) #11	MID2028	1,317	$ 4,240.74	$	3.22
Oct-02 SGL,(TR100) #11	MID2028	900	$ 2,781.00	$	3.09
Nov-02 SGL,(TR100) #11	MID2028	85	$ 249.90	$	2.94
Dec-02 SGL,(TR100) #11	MID2028	1,153	$ 3,781.84	$	3.28
Jan-03 SGL,(TR100) #11	MID2028	1,308	$ 4,264.08	$	3.26
Feb-03 SGL,(TR100) #11	MID2028	1,156	$ 4,323.44	$	3.74
Mar-03 SGL,(TR100) #11	MID2028	963	$ 3,784.59	$	3.93
Apr-03 SGL,(TR100) #11	MID2028	984	$ 3,955.68	$	4.02
May-03 SGL,(TR100) #11	MID2028	789	$ 3,305.91	$	4.19
Jun-03 SGL,(TR100) #11	MID2028	904	$ 4,104.16	$	4.54
Jul-03 SGL,(TR100) #11	MID2028	849	$ 4,126.14	$	4.86
Aug-03 SGL,(TR100) #11	MID2028	729	$ 3,302.37	$	4.53
Sep-03 SGL,(TR100) #11	MID2028	565	$ 2,452.10	$	4.34
Oct-03 SGL,(TR100) #11	MID2028	756	$ 3,205.44	$	4.24
Nov-03 SGL,(TR100) #11	MID2028	828	$ 3,452.76	$	4.17
Dec-03 SGL,(TR100) #11	MID2028	683	$ 2,841.28	$	4.16
Jan-04 SGL,(TR100) #11	MID2028	716	$ 2,828.20	$	3.95
Feb-04 SGL,(TR100) #11	MID2028	688	$ 2,731.36	$	3.97
Mar-04 SGL,(TR100) #11	MID2028	654	$ 2,661.78	$	4.07
Apr-04 SGL,(TR100) #11	MID2028	695	$ 3,648.75	$	5.25
May-04 SGL,(TR100) #11	MID2028	726	$ 3,484.80	$	4.80
Jun-04 SGL,(TR100) #11	MID2028	652	$ 2,947.04	$	4.52
Jul-04 SGL,(TR100) #11	MID2028	606	$ 2,842.14	$	4.69
Aug-04 SGL,(TR100) #11	MID2028	599	$ 2,743.42	$	4.58

Sep-04 SGL,(TR100) #11	MID2028	600	$ 3,096.00	$	5.16
Oct-04 SGL,(TR100) #11	MID2028	638	$ 3,049.64	$	4.78
Nov-04 SGL,(TR100) #11	MID2028	598	$ 2,947.25	$	4.93
Dec-04 SGL,(TR100) #11	MID2028	580	$ 2,515.47	$	4.34
Jan-05 SGL,(TR100) #11	MID2028	586	$ 2,889.09	$	4.93
Feb-05 SGL,(TR100) #11	MID2028	544	$ 3,031.12	$	5.57
Mar-05 SGL,(TR100) #11	MID2028	556	$ 3,319.19	$	5.97
Apr-05 SGL,(TR100) #11	MID2028	521	$ 3,100.99	$	5.95
May-05 SGL,(TR100) #11	MID2028	463	$ 2,837.55	$	6.13
Jun-05 SGL,(TR100) #11	MID2028	518	$ 3,205.79	$	6.19
Jul-05 SGL,(TR100) #11	MID2028	507	$ 3,499.82	$	6.90
Aug-05 SGL,(TR100) #11	MID2028	502	$ 3,121.14	$	6.22
Sep-05 SGL,(TR100) #11	MID2028	657	$ 3,748.84	$	5.71
Oct-05 SGL,(TR100) #11	MID2028	489	$ 3,142.27	$	6.43
Nov-05 SGL,(TR100) #11	MID2028	451	$ 3,229.78	$	7.16
Dec-05 SGL,(TR100) #11	MID2028	494	$ 5,055.54	$	10.23
Jan-06 SGL,(TR100) #11	MID2028	495	$ 6,581.51	$	13.30
Feb-06 SGL,(TR100) #11	MID2028	459	$ 6,006.47	$	13.09
Mar-06 SGL,(TR100) #11	MID2028	493	$ 5,153.44	$	10.45
Apr-06 SGL,(TR100) #11	MID2028	480	$ 5,047.06	$	10.51
May-06 SGL,(TR100) #11	MID2028	424	$ 3,263.13	$	7.70
Jun-06 SGL,(TR100) #11	MID2028	461	$ 3,013.72	$	6.54
Jul-06 SGL,(TR100) #11	MID2028	433	$ 2,906.57	$	6.71
Aug-06 SGL,(TR100) #11	MID2028	455	$ 2,979.54	$	6.55
Sep-06 SGL,(TR100) #11	MID2028	420	$ 2,263.15	$	5.39
Oct-06 SGL,(TR100) #11	MID2028	430	$ 2,274.32	$	5.29
Nov-06 SGL,(TR100) #11	MID2028	438	$ 2,786.87	$	6.36
Dec-06 SGL,(TR100) #11	MID2028	425	$ 2,622.23	$	6.17
Jan-07 SGL,(TR100) #11	MID2028	445	$ 1,633.32	$	3.67
Feb-07 SGL,(TR100) #11	MID2028	414	$ 2,681.09	$	6.48
Mar-07 SGL,(TR100) #11	MID2028	436	$ 3,278.59	$	7.52
Apr-07 SGL,(TR100) #11	MID2028	428	$ 2,399.51	$	5.61
May-07 SGL,(TR100) #11	MID2028	372	$ 2,307.79	$	6.20
Jun-07 SGL,(TR100) #11	MID2028	445	$ 3,294.41	$	7.40
Jul-07 SGL,(TR100) #11	MID2028	378	$ 2,646.54	$	7.00
Aug-07 SGL,(TR100) #11	MID2028	394	$ 2,587.92	$	6.57
Sep-07 SGL,(TR100) #11	MID2028	373	$ 2,575.21	$	6.90
Oct-07 SGL,(TR100) #11	MID2028	393	$ 2,474.05	$	6.30
Nov-07 SGL,(TR100) #11	MID2028	382	$ 2,021.92	$	5.29
Dec-07 SGL,(TR100) #11	MID2028	371	$ 1,713.58	$	4.62
Jan-08 SGL,(TR100) #11	MID2028	378	$ 2,112.53	$	5.59
Feb-08 SGL,(TR100) #11	MID2028	363	$ 2,340.23	$	6.45
Mar-08 SGL,(TR100) #11	MID2028	359	$ 2,290.65	$	6.38
Apr-08 SGL,(TR100) #11	MID2028	355	$ 2,250.24	$	6.34
		57,360	$ 262,015.55		
Aug-01 SGL,(TR100) #13	MID2029	3,392	$ 15,671.04	$	4.62
Sep-01 SGL,(TR100) #13	MID2029	2,540	$ 8,686.80	$	3.42
Oct-01 SGL,(TR100) #13	MID2029	2,013	$ 6,079.26	$	3.02
Nov-01 SGL,(TR100) #13	MID2029	1,772	$ 5,369.16	$	3.03
Dec-01 SGL,(TR100) #13	MID2029	1,694	$ 3,760.68	$	2.22
Jan-02 SGL,(TR100) #13	MID2029	1,631	$ 3,017.35	$	1.85

Feb-02 SGL,(TR100) #13	MID2029	874	$	2,595.78	$	2.97
Mar-02 SGL,(TR100) #13	MID2029	329	$	720.51	$	2.19
Apr-02 SGL,(TR100) #13	MID2029	1,593	$	3,982.50	$	2.50
May-02 SGL,(TR100) #13	MID2029	1,099	$	2,132.06	$	1.94
Jun-02 SGL,(TR100) #13	MID2029	1,140	$	2,542.20	$	2.23
Jul-02 SGL,(TR100) #13	MID2029	704	$	2,196.48	$	3.12
Aug-02 SGL,(TR100) #13	MID2029	1,601	$	5,027.14	$	3.14
Sep-02 SGL,(TR100) #13	MID2029	1,131	$	3,641.82	$	3.22
Oct-02 SGL,(TR100) #13	MID2029	997	$	3,080.73	$	3.09
Nov-02 SGL,(TR100) #13	MID2029	74	$	217.56	$	2.94
Dec-02 SGL,(TR100) #13	MID2029	878	$	2,879.84	$	3.28
Jan-03 SGL,(TR100) #13	MID2029	1,106	$	3,605.56	$	3.26
Feb-03 SGL,(TR100) #13	MID2029	1,146	$	4,286.04	$	3.74
Mar-03 SGL,(TR100) #13	MID2029	786	$	3,088.98	$	3.93
Apr-03 SGL,(TR100) #13	MID2029	913	$	3,670.26	$	4.02
May-03 SGL,(TR100) #13	MID2029	770	$	3,226.30	$	4.19
Jun-03 SGL,(TR100) #13	MID2029	735	$	3,336.90	$	4.54
Jul-03 SGL,(TR100) #13	MID2029	754	$	3,664.44	$	4.86
Aug-03 SGL,(TR100) #13	MID2029	630	$	2,853.90	$	4.53
Sep-03 SGL,(TR100) #13	MID2029	426	$	1,848.84	$	4.34
Oct-03 SGL,(TR100) #13	MID2029	199	$	843.76	$	4.24
Nov-03 SGL,(TR100) #13	MID2029	933	$	3,890.61	$	4.17
Dec-03 SGL,(TR100) #13	MID2029	724	$	3,011.84	$	4.16
Jan-04 SGL,(TR100) #13	MID2029	654	$	2,583.30	$	3.95
Feb-04 SGL,(TR100) #13	MID2029	638	$	2,532.86	$	3.97
Mar-04 SGL,(TR100) #13	MID2029	600	$	2,442.00	$	4.07
Apr-04 SGL,(TR100) #13	MID2029	723	$	3,795.75	$	5.25
May-04 SGL,(TR100) #13	MID2029	641	$	3,076.80	$	4.80
Jun-04 SGL,(TR100) #13	MID2029	544	$	2,458.88	$	4.52
Jul-04 SGL,(TR100) #13	MID2029	548	$	2,570.12	$	4.69
Aug-04 SGL,(TR100) #13	MID2029	582	$	2,665.56	$	4.58
Sep-04 SGL,(TR100) #13	MID2029	579	$	2,987.64	$	5.16
Oct-04 SGL,(TR100) #13	MID2029	549	$	2,624.22	$	4.78
Nov-04 SGL,(TR100) #13	MID2029	549	$	2,705.75	$	4.93
Dec-04 SGL,(TR100) #13	MID2029	519	$	2,250.92	$	4.34
Jan-05 SGL,(TR100) #13	MID2029	571	$	2,815.14	$	4.93
Feb-05 SGL,(TR100) #13	MID2029	487	$	2,713.52	$	5.57
Mar-05 SGL,(TR100) #13	MID2029	470	$	2,805.79	$	5.97
Apr-05 SGL,(TR100) #13	MID2029	427	$	2,541.50	$	5.95
May-05 SGL,(TR100) #13	MID2029	390	$	2,390.17	$	6.13
Jun-05 SGL,(TR100) #13	MID2029	466	$	2,883.98	$	6.19
Jul-05 SGL,(TR100) #13	MID2029	433	$	2,989.00	$	6.90
Aug-05 SGL,(TR100) #13	MID2029	533	$	3,313.88	$	6.22
Sep-05 SGL,(TR100) #13	MID2029	441	$	2,516.35	$	5.71
Oct-05 SGL,(TR100) #13	MID2029	420	$	2,698.88	$	6.43
Nov-05 SGL,(TR100) #13	MID2029	471	$	3,373.01	$	7.16
Dec-05 SGL,(TR100) #13	MID2029	401	$	4,103.79	$	10.23
Jan-06 SGL,(TR100) #13	MID2029	421	$	5,597.60	$	13.30
Feb-06 SGL,(TR100) #13	MID2029	410	$	5,365.26	$	13.09
Mar-06 SGL,(TR100) #13	MID2029	409	$	4,275.37	$	10.45
Apr-06 SGL,(TR100) #13	MID2029	406	$	4,268.97	$	10.51
May-06 SGL,(TR100) #13	MID2029	340	$	2,616.66	$	7.70

Jun-06 SGL,(TR100) #13	MID2029	383	$ 2,503.80	$	6.54
Jul-06 SGL,(TR100) #13	MID2029	363	$ 2,436.69	$	6.71
Aug-06 SGL,(TR100) #13	MID2029	383	$ 2,508.06	$	6.55
Sep-06 SGL,(TR100) #13	MID2029	363	$ 1,956.01	$	5.39
Oct-06 SGL,(TR100) #13	MID2029	371	$ 1,962.26	$	5.29
Nov-06 SGL,(TR100) #13	MID2029	392	$ 2,494.18	$	6.36
Dec-06 SGL,(TR100) #13	MID2029	367	$ 2,264.37	$	6.17
Jan-07 SGL,(TR100) #13	MID2029	377	$ 1,383.73	$	3.67
Feb-07 SGL,(TR100) #13	MID2029	358	$ 2,318.43	$	6.48
Mar-07 SGL,(TR100) #13	MID2029	379	$ 2,849.97	$	7.52
Apr-07 SGL,(TR100) #13	MID2029	367	$ 2,057.53	$	5.61
May-07 SGL,(TR100) #13	MID2029	320	$ 1,985.19	$	6.20
Jun-07 SGL,(TR100) #13	MID2029	363	$ 2,687.35	$	7.40
Jul-07 SGL,(TR100) #13	MID2029	353	$ 2,471.50	$	7.00
Aug-07 SGL,(TR100) #13	MID2029	344	$ 2,259.51	$	6.57
Sep-07 SGL,(TR100) #13	MID2029	340	$ 2,347.38	$	6.90
Oct-07 SGL,(TR100) #13	MID2029	349	$ 2,197.05	$	6.30
Nov-07 SGL,(TR100) #13	MID2029	342	$ 1,810.20	$	5.29
Dec-07 SGL,(TR100) #13	MID2029	336	$ 1,551.92	$	4.62
Jan-08 SGL,(TR100) #13	MID2029	312	$ 1,743.68	$	5.59
Feb-08 SGL,(TR100) #13	MID2029	317	$ 2,043.67	$	6.45
Mar-08 SGL,(TR100) #13	MID2029	333	$ 2,124.76	$	6.38
Apr-08 SGL,(TR100) #13	MID2029	310	$ 1,965.00	$	6.34
		55,328	$ 248,813.25		

Aug-01 SGL,(TR100) #12	MID2030	3,240	$ 14,968.80	$	4.62
Sep-01 SGL,(TR100) #12	MID2030	2,321	$ 7,937.82	$	3.42
Oct-01 SGL,(TR100) #12	MID2030	1,826	$ 5,514.52	$	3.02
Nov-01 SGL,(TR100) #12	MID2030	1,567	$ 4,748.01	$	3.03
Dec-01 SGL,(TR100) #12	MID2030	1,693	$ 3,758.46	$	2.22
Jan-02 SGL,(TR100) #12	MID2030	1,565	$ 2,895.25	$	1.85
Feb-02 SGL,(TR100) #12	MID2030	792	$ 2,352.24	$	2.97
Mar-02 SGL,(TR100) #12	MID2030	495	$ 1,084.05	$	2.19
Apr-02 SGL,(TR100) #12	MID2030	1,471	$ 3,677.50	$	2.50
May-02 SGL,(TR100) #12	MID2030	996	$ 1,932.24	$	1.94
Jun-02 SGL,(TR100) #12	MID2030	721	$ 1,607.83	$	2.23
Jul-02 SGL,(TR100) #12	MID2030	660	$ 2,059.20	$	3.12
Aug-02 SGL,(TR100) #12	MID2030	1,335	$ 4,191.90	$	3.14
Sep-02 SGL,(TR100) #12	MID2030	986	$ 3,174.92	$	3.22
Oct-02 SGL,(TR100) #12	MID2030	795	$ 2,456.55	$	3.09
Nov-02 SGL,(TR100) #12	MID2030	81	$ 238.14	$	2.94
Dec-02 SGL,(TR100) #12	MID2030	815	$ 2,673.20	$	3.28
Jan-03 SGL,(TR100) #12	MID2030	931	$ 3,035.06	$	3.26
Feb-03 SGL,(TR100) #12	MID2030	815	$ 3,048.10	$	3.74
Mar-03 SGL,(TR100) #12	MID2030	653	$ 2,566.29	$	3.93
Apr-03 SGL,(TR100) #12	MID2030	712	$ 2,862.24	$	4.02
May-03 SGL,(TR100) #12	MID2030	585	$ 2,451.15	$	4.19
Jun-03 SGL,(TR100) #12	MID2030	647	$ 2,937.38	$	4.54
Jul-03 SGL,(TR100) #12	MID2030	625	$ 3,037.50	$	4.86
Aug-03 SGL,(TR100) #12	MID2030	507	$ 2,296.71	$	4.53
Sep-03 SGL,(TR100) #12	MID2030	573	$ 2,486.82	$	4.34

Oct-03	SGL,(TR100) #12	MID2030	466	$	1,975.84	$ 4.24
Nov-03	SGL,(TR100) #12	MID2030	656	$	2,735.52	$ 4.17
Dec-03	SGL,(TR100) #12	MID2030	430	$	1,788.80	$ 4.16
Jan-04	SGL,(TR100) #12	MID2030	373	$	1,473.35	$ 3.95
Feb-04	SGL,(TR100) #12	MID2030	417	$	1,655.49	$ 3.97
Mar-04	SGL,(TR100) #12	MID2030	406	$	1,652.42	$ 4.07
Apr-04	SGL,(TR100) #12	MID2030	632	$	3,318.00	$ 5.25
May-04	SGL,(TR100) #12	MID2030	439	$	2,107.20	$ 4.80
Jun-04	SGL,(TR100) #12	MID2030	441	$	1,993.32	$ 4.52
Jul-04	SGL,(TR100) #12	MID2030	405	$	1,899.45	$ 4.69
Aug-04	SGL,(TR100) #12	MID2030	411	$	1,882.38	$ 4.58
Sep-04	SGL,(TR100) #12	MID2030	381	$	1,965.96	$ 5.16
Oct-04	SGL,(TR100) #12	MID2030	378	$	1,806.84	$ 4.78
Nov-04	SGL,(TR100) #12	MID2030	366	$	1,803.83	$ 4.93
Dec-04	SGL,(TR100) #12	MID2030	366	$	1,587.35	$ 4.34
Jan-05	SGL,(TR100) #12	MID2030	416	$	2,050.96	$ 4.93
Feb-05	SGL,(TR100) #12	MID2030	344	$	1,916.74	$ 5.57
Mar-05	SGL,(TR100) #12	MID2030	328	$	1,958.09	$ 5.97
Apr-05	SGL,(TR100) #12	MID2030	294	$	1,749.89	$ 5.95
May-05	SGL,(TR100) #12	MID2030	280	$	1,716.01	$ 6.13
Jun-05	SGL,(TR100) #12	MID2030	337	$	2,085.62	$ 6.19
Jul-05	SGL,(TR100) #12	MID2030	396	$	2,733.59	$ 6.90
Aug-05	SGL,(TR100) #12	MID2030	421	$	2,617.52	$ 6.22
Sep-05	SGL,(TR100) #12	MID2030	331	$	1,888.69	$ 5.71
Oct-05	SGL,(TR100) #12	MID2030	288	$	1,850.66	$ 6.43
Nov-05	SGL,(TR100) #12	MID2030	319	$	2,284.48	$ 7.16
Dec-05	SGL,(TR100) #12	MID2030	286	$	2,926.90	$ 10.23
Jan-06	SGL,(TR100) #12	MID2030	298	$	3,962.21	$ 13.30
Feb-06	SGL,(TR100) #12	MID2030	287	$	3,755.68	$ 13.09
Mar-06	SGL,(TR100) #12	MID2030	280	$	2,826.90	$ 10.45
Apr-06	SGL,(TR100) #12	MID2030	283	$	2,975.66	$ 10.51
May-06	SGL,(TR100) #12	MID2030	244	$	1,877.84	$ 7.70
Jun-06	SGL,(TR100) #12	MID2030	250	$	1,634.33	$ 6.54
Jul-06	SGL,(TR100) #12	MID2030	255	$	1,711.72	$ 6.71
Aug-06	SGL,(TR100) #12	MID2030	254	$	1,663.31	$ 6.55
Sep-06	SGL,(TR100) #12	MID2030	251	$	1,352.50	$ 5.39
Oct-06	SGL,(TR100) #12	MID2030	257	$	1,359.31	$ 5.29
Nov-06	SGL,(TR100) #12	MID2030	272	$	1,730.65	$ 6.36
Dec-06	SGL,(TR100) #12	MID2030	237	$	1,462.27	$ 6.17
Jan-07	SGL,(TR100) #12	MID2030	245	$	899.24	$ 3.67
Feb-07	SGL,(TR100) #12	MID2030	248	$	1,606.06	$ 6.48
Mar-07	SGL,(TR100) #12	MID2030	268	$	2,015.28	$ 7.52
Apr-07	SGL,(TR100) #12	MID2030	251	$	1,407.19	$ 5.61
May-07	SGL,(TR100) #12	MID2030	219	$	1,358.61	$ 6.20
Jun-07	SGL,(TR100) #12	MID2030	278	$	2,058.08	$ 7.40
Jul-07	SGL,(TR100) #12	MID2030	211	$	1,477.30	$ 7.00
Aug-07	SGL,(TR100) #12	MID2030	243	$	1,596.10	$ 6.57
Sep-07	SGL,(TR100) #12	MID2030	340	$	2,347.38	$ 6.90
Oct-07	SGL,(TR100) #12	MID2030	229	$	1,441.62	$ 6.30
Nov-07	SGL,(TR100) #12	MID2030	212	$	1,122.11	$ 5.29
Dec-07	SGL,(TR100) #12	MID2030	218	$	1,006.90	$ 4.62
Jan-08	SGL,(TR100) #12	MID2030	238	$	1,330.12	$ 5.59

Feb-08	SGL,(TR100) #12	MID2030	224	$	1,444.10	$ 6.45
Mar-08	SGL,(TR100) #12	MID2030	244	$	1,556.87	$ 6.38
Apr-08	SGL,(TR100) #12	MID2030	252	$	1,597.36	$ 6.34
			45,102	$	195,993.48	
Oct-01	WARNER/FORESMAN #7	MID2031	910	$	2,748.20	$ 3.02
Nov-01	WARNER/FORESMAN #7	MID2031	581	$	1,760.43	$ 3.03
Dec-01	WARNER/FORESMAN #7	MID2031	445	$	987.90	$ 2.22
Jan-02	WARNER/FORESMAN #7	MID2031	397	$	734.45	$ 1.85
Feb-02	WARNER/FORESMAN #7	MID2031	199	$	591.03	$ 2.97
Mar-02	WARNER/FORESMAN #7	MID2031	269	$	589.11	$ 2.19
Apr-02	WARNER/FORESMAN #7	MID2031	207	$	517.50	$ 2.50
May-02	WARNER/FORESMAN #7	MID2031	157	$	304.58	$ 1.94
Jun-02	WARNER/FORESMAN #7	MID2031	185	$	412.55	$ 2.23
Jul-02	WARNER/FORESMAN #7	MID2031	132	$	411.84	$ 3.12
Aug-02	WARNER/FORESMAN #7	MID2031	144	$	452.16	$ 3.14
Sep-02	WARNER/FORESMAN #7	MID2031	333	$	1,072.26	$ 3.22
Oct-02	WARNER/FORESMAN #7	MID2031	90	$	278.10	$ 3.09
Nov-02	WARNER/FORESMAN #7	MID2031	30	$	88.20	$ 2.94
Dec-02	WARNER/FORESMAN #7	MID2031	186	$	610.08	$ 3.28
Jan-03	WARNER/FORESMAN #7	MID2031	119	$	387.94	$ 3.26
Feb-03	WARNER/FORESMAN #7	MID2031	91	$	340.34	$ 3.74
Mar-03	WARNER/FORESMAN #7	MID2031	111	$	436.23	$ 3.93
Apr-03	WARNER/FORESMAN #7	MID2031	86	$	345.72	$ 4.02
May-03	WARNER/FORESMAN #7	MID2031	71	$	297.49	$ 4.19
Jun-03	WARNER/FORESMAN #7	MID2031	21	$	95.34	$ 4.54
Jul-03	WARNER/FORESMAN #7	MID2031	21	$	102.06	$ 4.86
Aug-03	WARNER/FORESMAN #7	MID2031	45	$	203.85	$ 4.53
Sep-03	WARNER/FORESMAN #7	MID2031	116	$	503.44	$ 4.34
Oct-03	WARNER/FORESMAN #7	MID2031	-	$	-	$ -
Nov-03	WARNER/FORESMAN #7	MID2031	91	$	379.47	$ 4.17
Dec-03	WARNER/FORESMAN #7	MID2031	-	$	-	$ -
Jan-04	WARNER/FORESMAN #7	MID2031	73	$	288.35	$ 3.95
Feb-04	WARNER/FORESMAN #7	MID2031	61	$	242.17	$ 3.97
Mar-04	WARNER/FORESMAN #7	MID2031	22	$	89.54	$ 4.07
Apr-04	WARNER/FORESMAN #7	MID2031	53	$	278.25	$ 5.25
May-04	WARNER/FORESMAN #7	MID2031	43	$	206.40	$ 4.80
Jun-04	WARNER/FORESMAN #7	MID2031	74	$	334.48	$ 4.52
Jul-04	WARNER/FORESMAN #7	MID2031	32	$	150.08	$ 4.69
Aug-04	WARNER/FORESMAN #7	MID2031	29	$	132.82	$ 4.58
Sep-04	WARNER/FORESMAN #7	MID2031	-	$	-	$ -
Oct-04	WARNER/FORESMAN #7	MID2031	-	$	-	$ -
Nov-04	WARNER/FORESMAN #7	MID2031	1,131	$	5,574.15	$ 4.93
Dec-04	WARNER/FORESMAN #7	MID2031	-	$	-	$ -
Jan-05	WARNER/FORESMAN #7	MID2031	15	$	73.95	$ 4.93
Feb-05	WARNER/FORESMAN #7	MID2031	-	$	-	$ -
Mar-05	WARNER/FORESMAN #7	MID2031	-	$	-	$ -
Apr-05	WARNER/FORESMAN #7	MID2031	-	$	-	$ -
May-05	WARNER/FORESMAN #7	MID2031	-	$	-	$ -
Jun-05	WARNER/FORESMAN #7	MID2031	26	$	160.91	$ 6.19
Jul-05	WARNER/FORESMAN #7	MID2031	25	$	172.58	$ 6.90
Aug-05	WARNER/FORESMAN #7	MID2031	101	$	627.96	$ 6.22

Sep-05	WARNER/FORESMAN #7	MID2031	46	$	262.48	$ 5.71
Oct-05	WARNER/FORESMAN #7	MID2031	91	$	584.76	$ 6.43
Nov-05	WARNER/FORESMAN #7	MID2031	78	$	558.58	$ 7.16
Dec-05	WARNER/FORESMAN #7	MID2031	10	$	102.34	$ 10.23
Jan-06	WARNER/FORESMAN #7	MID2031	46	$	611.61	$ 13.30
Feb-06	WARNER/FORESMAN #7	MID2031	14	$	183.20	$ 13.09
Mar-06	WARNER/FORESMAN #7	MID2031	19	$	198.61	$ 10.45
Apr-06	WARNER/FORESMAN #7	MID2031	17	$	178.75	$ 10.51
May-06	WARNER/FORESMAN #7	MID2031	22	$	169.32	$ 7.70
Jun-06	WARNER/FORESMAN #7	MID2031	41	$	268.02	$ 6.54
Jul-06	WARNER/FORESMAN #7	MID2031	38	$	255.08	$ 6.71
Aug-06	WARNER/FORESMAN #7	MID2031	38	$	248.84	$ 6.55
Sep-06	WARNER/FORESMAN #7	MID2031	46	$	247.87	$ 5.39
Oct-06	WARNER/FORESMAN #7	MID2031	48	$	253.88	$ 5.29
Nov-06	WARNER/FORESMAN #7	MID2031	27	$	171.79	$ 6.36
Dec-06	WARNER/FORESMAN #7	MID2031	15	$	92.55	$ 6.17
Jan-07	WARNER/FORESMAN #7	MID2031	48	$	176.17	$ 3.67
Feb-07	WARNER/FORESMAN #7	MID2031	16	$	103.62	$ 6.48
Mar-07	WARNER/FORESMAN #7	MID2031	40	$	300.79	$ 7.52
Apr-07	WARNER/FORESMAN #7	MID2031	23	$	128.94	$ 5.61
May-07	WARNER/FORESMAN #7	MID2031	20	$	124.07	$ 6.20
Jun-07	WARNER/FORESMAN #7	MID2031	31	$	229.50	$ 7.40
Jul-07	WARNER/FORESMAN #7	MID2031	36	$	252.05	$ 7.00
Aug-07	WARNER/FORESMAN #7	MID2031	18	$	118.23	$ 6.57
Sep-07	WARNER/FORESMAN #7	MID2031	45	$	310.68	$ 6.90
Oct-07	WARNER/FORESMAN #7	MID2031	31	$	195.16	$ 6.30
Nov-07	WARNER/FORESMAN #7	MID2031	27	$	142.91	$ 5.29
Dec-07	WARNER/FORESMAN #7	MID2031	37	$	170.89	$ 4.62
Jan-08	WARNER/FORESMAN #7	MID2031	40	$	223.55	$ 5.59
Feb-08	WARNER/FORESMAN #7	MID2031	33	$	212.75	$ 6.45
Mar-08	WARNER/FORESMAN #7	MID2031	45	$	287.13	$ 6.38
Apr-08	WARNER/FORESMAN #7	MID2031	152	$	963.49	$ 6.34
			7,960	$	31,309.52	
Oct-01	WARNER/FORESMAN #2	MID2032	174	$	525.48	$ 3.02
Nov-01	WARNER/FORESMAN #2	MID2032	131	$	396.93	$ 3.03
Dec-01	WARNER/FORESMAN #2	MID2032	108	$	239.76	$ 2.22
Jan-02	WARNER/FORESMAN #2	MID2032	128	$	236.80	$ 1.85
Feb-02	WARNER/FORESMAN #2	MID2032	49	$	145.53	$ 2.97
Mar-02	WARNER/FORESMAN #2	MID2032	105	$	229.95	$ 2.19
Apr-02	WARNER/FORESMAN #2	MID2032	95	$	237.50	$ 2.50
May-02	WARNER/FORESMAN #2	MID2032	143	$	277.42	$ 1.94
Jun-02	WARNER/FORESMAN #2	MID2032	145	$	323.35	$ 2.23
Jul-02	WARNER/FORESMAN #2	MID2032	78	$	243.36	$ 3.12
Aug-02	WARNER/FORESMAN #2	MID2032	14	$	43.96	$ 3.14
Sep-02	WARNER/FORESMAN #2	MID2032	11	$	35.42	$ 3.22
Oct-02	WARNER/FORESMAN #2	MID2032	14	$	43.26	$ 3.09
Nov-02	WARNER/FORESMAN #2	MID2032	13	$	38.22	$ 2.94
Dec-02	WARNER/FORESMAN #2	MID2032	23	$	75.44	$ 3.28
Jan-03	WARNER/FORESMAN #2	MID2032	53	$	172.78	$ 3.26
Feb-03	WARNER/FORESMAN #2	MID2032	33	$	123.42	$ 3.74
Mar-03	WARNER/FORESMAN #2	MID2032	50	$	196.50	$ 3.93

Apr-03	WARNER/FORESMAN #2	MID2032	16	$	64.32	$ 4.02
May-03	WARNER/FORESMAN #2	MID2032	44	$	184.36	$ 4.19
Jun-03	WARNER/FORESMAN #2	MID2032	26	$	118.04	$ 4.54
Jul-03	WARNER/FORESMAN #2	MID2032	7	$	34.02	$ 4.86
Aug-03	WARNER/FORESMAN #2	MID2032	6	$	27.18	$ 4.53
Sep-03	WARNER/FORESMAN #2	MID2032	41	$	177.94	$ 4.34
Oct-03	WARNER/FORESMAN #2	MID2032	90	$	381.60	$ 4.24
Nov-03	WARNER/FORESMAN #2	MID2032	54	$	225.18	$ 4.17
Dec-03	WARNER/FORESMAN #2	MID2032	34	$	141.44	$ 4.16
Jan-04	WARNER/FORESMAN #2	MID2032	30	$	118.50	$ 3.95
Feb-04	WARNER/FORESMAN #2	MID2032	11	$	43.67	$ 3.97
Mar-04	WARNER/FORESMAN #2	MID2032	16	$	65.12	$ 4.07
Apr-04	WARNER/FORESMAN #2	MID2032	46	$	241.50	$ 5.25
May-04	WARNER/FORESMAN #2	MID2032	24	$	115.20	$ 4.80
Jun-04	WARNER/FORESMAN #2	MID2032	163	$	736.76	$ 4.52
Jul-04	WARNER/FORESMAN #2	MID2032	152	$	712.88	$ 4.69
Aug-04	WARNER/FORESMAN #2	MID2032	61	$	279.38	$ 4.58
Sep-04	WARNER/FORESMAN #2	MID2032	12	$	61.92	$ 5.16
Oct-04	WARNER/FORESMAN #2	MID2032	17	$	81.26	$ 4.78
Nov-04	WARNER/FORESMAN #2	MID2032	17	$	83.78	$ 4.93
Dec-04	WARNER/FORESMAN #2	MID2032	15	$	65.05	$ 4.34
Jan-05	WARNER/FORESMAN #2	MID2032	15	$	73.95	$ 4.93
Feb-05	WARNER/FORESMAN #2	MID2032	14	$	78.00	$ 5.57
Mar-05	WARNER/FORESMAN #2	MID2032	29	$	173.12	$ 5.97
Apr-05	WARNER/FORESMAN #2	MID2032	13	$	77.37	$ 5.95
May-05	WARNER/FORESMAN #2	MID2032	-	$	-	$ -
Jun-05	WARNER/FORESMAN #2	MID2032	39	$	241.36	$ 6.19
Jul-05	WARNER/FORESMAN #2	MID2032	25	$	164.11	$ 6.56
Aug-05	WARNER/FORESMAN #2	MID2032	73	$	453.87	$ 6.22
Sep-05	WARNER/FORESMAN #2	MID2032	56	$	319.54	$ 5.71
Oct-05	WARNER/FORESMAN #2	MID2032	87	$	559.05	$ 6.43
Nov-05	WARNER/FORESMAN #2	MID2032	83	$	594.40	$ 7.16
Dec-05	WARNER/FORESMAN #2	MID2032	50	$	511.70	$ 10.23
Jan-06	WARNER/FORESMAN #2	MID2032	65	$	864.24	$ 13.30
Feb-06	WARNER/FORESMAN #2	MID2032	14	$	196.29	$ 13.09
Mar-06	WARNER/FORESMAN #2	MID2032	17	$	177.71	$ 10.45
Apr-06	WARNER/FORESMAN #2	MID2032	4	$	42.06	$ 10.52
May-06	WARNER/FORESMAN #2	MID2032	32	$	246.28	$ 7.70
Jun-06	WARNER/FORESMAN #2	MID2032	59	$	385.70	$ 6.54
Jul-06	WARNER/FORESMAN #2	MID2032	56	$	375.90	$ 6.71
Aug-06	WARNER/FORESMAN #2	MID2032	72	$	471.49	$ 6.55
Sep-06	WARNER/FORESMAN #2	MID2032	103	$	555.01	$ 5.39
Oct-06	WARNER/FORESMAN #2	MID2032	106	$	560.65	$ 5.29
Nov-06	WARNER/FORESMAN #2	MID2032	50	$	318.13	$ 6.36
Dec-06	WARNER/FORESMAN #2	MID2032	8	$	49.36	$ 6.17
Jan-07	WARNER/FORESMAN #2	MID2032	13	$	47.72	$ 3.67
Feb-07	WARNER/FORESMAN #2	MID2032	4	$	25.90	$ 6.48
Mar-07	WARNER/FORESMAN #2	MID2032	9	$	67.68	$ 7.52
Apr-07	WARNER/FORESMAN #2	MID2032	6	$	33.64	$ 5.61
May-07	WARNER/FORESMAN #2	MID2032	6	$	37.22	$ 6.20
Jun-07	WARNER/FORESMAN #2	MID2032	13	$	96.24	$ 7.40
Jul-07	WARNER/FORESMAN #2	MID2032	17	$	119.03	$ 7.00

Aug-07	WARNER/FORESMAN #2	MID2032	19	$	124.79	$ 6.57
Sep-07	WARNER/FORESMAN #2	MID2032	26	$	179.50	$ 6.90
Oct-07	WARNER/FORESMAN #2	MID2032	14	$	88.14	$ 6.30
Nov-07	WARNER/FORESMAN #2	MID2032	12	$	63.51	$ 6.29
Dec-07	WARNER/FORESMAN #2	MID2032	9	$	41.57	$ 4.62
Jan-08	WARNER/FORESMAN #2	MID2032	12	$	67.07	$ 5.59
Feb-08	WARNER/FORESMAN #2	MID2032	15	$	96.71	$ 6.45
Mar-08	WARNER/FORESMAN #2	MID2032	5	$	31.91	$ 6.38
Apr-08	WARNER/FORESMAN #2	MID2032	9	$	57.05	$ 6.34
			3,508	$	16,211.15	
Sep-01	BARNYAK,S #1	MID2033	1,141	$	3,902.22	$ 3.42
Oct-01	BARNYAK,S #1	MID2033	4,007	$	12,101.14	$ 3.02
Nov-01	BARNYAK,S #1	MID2033	3,532	$	10,701.96	$ 3.03
Dec-01	BARNYAK,S #1	MID2033	3,669	$	8,145.18	$ 2.22
Jan-02	BARNYAK,S #1	MID2033	3,739	$	6,917.15	$ 1.85
Feb-02	BARNYAK,S #1	MID2033	2,767	$	8,217.99	$ 2.97
Mar-02	BARNYAK,S #1	MID2033	1,686	$	3,692.34	$ 2.19
Apr-02	BARNYAK,S #1	MID2033	3,281	$	8,202.50	$ 2.50
May-02	BARNYAK,S #1	MID2033	2,353	$	4,564.82	$ 1.94
Jun-02	BARNYAK,S #1	MID2033	3,098	$	6,908.54	$ 2.23
Jul-02	BARNYAK,S #1	MID2033	2,239	$	6,985.68	$ 3.12
Aug-02	BARNYAK,S #1	MID2033	3,094	$	9,715.16	$ 3.14
Sep-02	BARNYAK,S #1	MID2033	3,089	$	9,946.58	$ 3.22
Oct-02	BARNYAK,S #1	MID2033	2,428	$	7,502.52	$ 3.09
Nov-02	BARNYAK,S #1	MID2033	926	$	2,722.44	$ 2.94
Dec-02	BARNYAK,S #1	MID2033	2,835	$	9,298.80	$ 3.28
Jan-03	BARNYAK,S #1	MID2033	2,646	$	8,625.96	$ 3.26
Feb-03	BARNYAK,S #1	MID2033	3,180	$	11,893.20	$ 3.74
Mar-03	BARNYAK,S #1	MID2033	2,233	$	8,775.69	$ 3.93
Apr-03	BARNYAK,S #1	MID2033	2,241	$	9,008.82	$ 4.02
May-03	BARNYAK,S #1	MID2033	1,741	$	7,294.79	$ 4.19
Jun-03	BARNYAK,S #1	MID2033	1,881	$	8,539.74	$ 4.54
Jul-03	BARNYAK,S #1	MID2033	1,750	$	8,505.00	$ 4.86
Aug-03	BARNYAK,S #1	MID2033	1,336	$	6,052.08	$ 4.53
Sep-03	BARNYAK,S #1	MID2033	760	$	3,298.40	$ 4.34
Oct-03	BARNYAK,S #1	MID2033	1,485	$	6,296.40	$ 4.24
Nov-03	BARNYAK,S #1	MID2033	1,703	$	7,101.51	$ 4.17
Dec-03	BARNYAK,S #1	MID2033	1,534	$	6,381.44	$ 4.16
Jan-04	BARNYAK,S #1	MID2033	1,153	$	4,554.35	$ 3.95
Feb-04	BARNYAK,S #1	MID2033	1,527	$	6,062.19	$ 3.97
Mar-04	BARNYAK,S #1	MID2033	1,318	$	5,364.26	$ 4.07
Apr-04	BARNYAK,S #1	MID2033	1,442	$	7,570.50	$ 5.25
May-04	BARNYAK,S #1	MID2033	1,198	$	5,750.40	$ 4.80
Jun-04	BARNYAK,S #1	MID2033	1,372	$	6,201.44	$ 4.52
Jul-04	BARNYAK,S #1	MID2033	1,232	$	5,778.08	$ 4.69
Aug-04	BARNYAK,S #1	MID2033	1,244	$	5,697.52	$ 4.58
Sep-04	BARNYAK,S #1	MID2033	1,180	$	6,088.80	$ 5.16
Oct-04	BARNYAK,S #1	MID2033	1,107	$	5,291.46	$ 4.78
Nov-04	BARNYAK,S #1	MID2033	1,197	$	5,899.43	$ 4.93
Dec-04	BARNYAK,S #1	MID2033	1,038	$	4,501.83	$ 4.34
Jan-05	BARNYAK,S #1	MID2033	1,018	$	5,018.93	$ 4.93

Feb-05	BARNYAK,S #1	MID2033	1,045	$	5,822.64	$ 5.57
Mar-05	BARNYAK,S #1	MID2033	984	$	5,874.25	$ 5.97
Apr-05	BARNYAK,S #1	MID2033	895	$	5,327.04	$ 5.93
May-05	BARNYAK,S #1	MID2033	768	$	4,706.78	$ 6.13
Jun-05	BARNYAK,S #1	MID2033	984	$	6,089.77	$ 6.19
Jul-05	BARNYAK,S #1	MID2033	791	$	5,460.27	$ 6.90
Aug-05	BARNYAK,S #1	MID2033	801	$	4,980.14	$ 6.22
Sep-05	BARNYAK,S #1	MID2033	750	$	4,279.50	$ 5.71
Oct-05	BARNYAK,S #1	MID2033	732	$	4,703.77	$ 6.43
Nov-05	BARNYAK,S #1	MID2033	769	$	5,507.11	$ 7.16
Dec-05	BARNYAK,S #1	MID2033	718	$	7,347.94	$ 10.23
Jan-06	BARNYAK,S #1	MID2033	783	$	10,410.75	$ 13.30
Feb-06	BARNYAK,S #1	MID2033	715	$	9,356.49	$ 13.09
Mar-06	BARNYAK,S #1	MID2033	762	$	7,965.35	$ 10.45
Apr-06	BARNYAK,S #1	MID2033	693	$	7,286.69	$ 10.51
May-06	BARNYAK,S #1	MID2033	626	$	4,817.74	$ 7.70
Jun-06	BARNYAK,S #1	MID2033	656	$	4,288.50	$ 6.54
Jul-06	BARNYAK,S #1	MID2033	613	$	4,114.84	$ 6.71
Aug-06	BARNYAK,S #1	MID2033	616	$	4,033.85	$ 6.55
Sep-06	BARNYAK,S #1	MID2033	590	$	3,179.18	$ 5.39
Oct-06	BARNYAK,S #1	MID2033	605	$	3,199.91	$ 5.29
Nov-06	BARNYAK,S #1	MID2033	640	$	3,843.08	$ 6.26
Dec-06	BARNYAK,S #1	MID2033	582	$	3,590.91	$ 6.17
Jan-07	BARNYAK,S #1	MID2033	597	$	2,191.22	$ 3.67
Feb-07	BARNYAK,S #1	MID2033	533	$	3,451.73	$ 6.48
Mar-07	BARNYAK,S #1	MID2033	570	$	4,286.23	$ 7.52
Apr-07	BARNYAK,S #1	MID2033	557	$	3,122.73	$ 5.61
May-07	BARNYAK,S #1	MID2033	485	$	3,008.81	$ 6.20
Jun-07	BARNYAK,S #1	MID2033	533	$	3,945.90	$ 7.40
Jul-07	BARNYAK,S #1	MID2033	554	$	3,878.78	$ 7.00
Aug-07	BARNYAK,S #1	MID2033	525	$	3,448.38	$ 6.57
Sep-07	BARNYAK,S #1	MID2033	479	$	3,307.04	$ 6.90
Oct-07	BARNYAK,S #1	MID2033	469	$	2,952.50	$ 6.30
Nov-07	BARNYAK,S #1	MID2033	475	$	2,514.17	$ 5.29
Dec-07	BARNYAK,S #1	MID2033	467	$	2,156.98	$ 4.62
Jan-08	BARNYAK,S #1	MID2033	451	$	2,520.51	$ 5.59
Feb-08	BARNYAK,S #1	MID2033	450	$	2,901.11	$ 6.45
Mar-08	BARNYAK,S #1	MID2033	430	$	2,743.68	$ 6.38
Apr-08	BARNYAK,S #1	MID2033	447	$	2,833.40	$ 6.34
			107,540	$	460,526.91	

Oct-01	WARNER/FORESMAN #1	MID2034	1,274	$	3,847.48	$ 3.02
Nov-01	WARNER/FORESMAN #1	MID2034	915	$	2,772.45	$ 3.03
Dec-01	WARNER/FORESMAN #1	MID2034	612	$	1,358.64	$ 2.22
Jan-02	WARNER/FORESMAN #1	MID2034	596	$	1,102.60	$ 1.85
Feb-02	WARNER/FORESMAN #1	MID2034	292	$	867.24	$ 2.97
Mar-02	WARNER/FORESMAN #1	MID2034	263	$	575.97	$ 2.19
Apr-02	WARNER/FORESMAN #1	MID2034	345	$	862.50	$ 2.50
May-02	WARNER/FORESMAN #1	MID2034	163	$	316.22	$ 1.94
Jun-02	WARNER/FORESMAN #1	MID2034	188	$	419.24	$ 2.23
Jul-02	WARNER/FORESMAN #1	MID2034	325	$	1,014.00	$ 3.12
Aug-02	WARNER/FORESMAN #1	MID2034	214	$	671.96	$ 3.14

Sep-02	WARNER/FORESMAN #1	MID2034	130	$	418.60	$ 3.22
Oct-02	WARNER/FORESMAN #1	MID2034	75	$	231.75	$ 3.09
Nov-02	WARNER/FORESMAN #1	MID2034	36	$	105.84	$ 2.94
Dec-02	WARNER/FORESMAN #1	MID2034	226	$	741.28	$ 3.28
Jan-03	WARNER/FORESMAN #1	MID2034	177	$	577.02	$ 3.26
Feb-03	WARNER/FORESMAN #1	MID2034	183	$	684.42	$ 3.74
Mar-03	WARNER/FORESMAN #1	MID2034	178	$	699.54	$ 3.93
Apr-03	WARNER/FORESMAN #1	MID2034	194	$	779.88	$ 4.02
May-03	WARNER/FORESMAN #1	MID2034	186	$	779.34	$ 4.19
Jun-03	WARNER/FORESMAN #1	MID2034	145	$	658.30	$ 4.54
Jul-03	WARNER/FORESMAN #1	MID2034	124	$	602.64	$ 4.86
Aug-03	WARNER/FORESMAN #1	MID2034	124	$	561.72	$ 4.53
Sep-03	WARNER/FORESMAN #1	MID2034	94	$	407.96	$ 4.34
Oct-03	WARNER/FORESMAN #1	MID2034	-	$	-	$ -
Nov-03	WARNER/FORESMAN #1	MID2034	251	$	1,046.67	$ 4.17
Dec-03	WARNER/FORESMAN #1	MID2034	285	$	1,185.60	$ 4.16
Jan-04	WARNER/FORESMAN #1	MID2034	292	$	1,153.40	$ 3.95
Feb-04	WARNER/FORESMAN #1	MID2034	128	$	508.16	$ 3.97
Mar-04	WARNER/FORESMAN #1	MID2034	135	$	549.45	$ 4.07
Apr-04	WARNER/FORESMAN #1	MID2034	400	$	2,100.00	$ 5.25
May-04	WARNER/FORESMAN #1	MID2034	277	$	1,329.60	$ 4.80
Jun-04	WARNER/FORESMAN #1	MID2034	335	$	1,514.20	$ 4.52
Jul-04	WARNER/FORESMAN #1	MID2034	446	$	2,091.74	$ 4.69
Aug-04	WARNER/FORESMAN #1	MID2034	270	$	1,236.60	$ 4.58
Sep-04	WARNER/FORESMAN #1	MID2034	102	$	526.32	$ 5.16
Oct-04	WARNER/FORESMAN #1	MID2034	86	$	411.08	$ 4.78
Nov-04	WARNER/FORESMAN #1	MID2034	66	$	325.28	$ 4.93
Dec-04	WARNER/FORESMAN #1	MID2034	107	$	464.06	$ 4.34
Jan-05	WARNER/FORESMAN #1	MID2034	62	$	305.68	$ 4.93
Feb-05	WARNER/FORESMAN #1	MID2034	129	$	718.78	$ 5.57
Mar-05	WARNER/FORESMAN #1	MID2034	143	$	853.68	$ 5.97
Apr-05	WARNER/FORESMAN #1	MID2034	134	$	797.57	$ 5.95
May-05	WARNER/FORESMAN #1	MID2034	256	$	1,568.92	$ 6.13
Jun-05	WARNER/FORESMAN #1	MID2034	311	$	1,924.71	$ 6.19
Jul-05	WARNER/FORESMAN #1	MID2034	284	$	1,960.45	$ 6.90
Aug-05	WARNER/FORESMAN #1	MID2034	328	$	2,039.31	$ 6.22
Sep-05	WARNER/FORESMAN #1	MID2034	193	$	1,101.26	$ 5.71
Oct-05	WARNER/FORESMAN #1	MID2034	215	$	1,381.57	$ 6.43
Nov-05	WARNER/FORESMAN #1	MID2034	191	$	1,367.83	$ 7.16
Dec-05	WARNER/FORESMAN #1	MID2034	202	$	2,067.25	$ 10.23
Jan-06	WARNER/FORESMAN #1	MID2034	220	$	2,925.12	$ 13.30
Feb-06	WARNER/FORESMAN #1	MID2034	153	$	2,002.16	$ 13.09
Mar-06	WARNER/FORESMAN #1	MID2034	301	$	3,146.42	$ 10.45
Apr-06	WARNER/FORESMAN #1	MID2034	231	$	2,428.89	$ 10.51
May-06	WARNER/FORESMAN #1	MID2034	198	$	1,523.82	$ 7.70
Jun-06	WARNER/FORESMAN #1	MID2034	207	$	1,353.23	$ 6.54
Jul-06	WARNER/FORESMAN #1	MID2034	240	$	1,611.03	$ 6.71
Aug-06	WARNER/FORESMAN #1	MID2034	163	$	1,067.40	$ 6.55
Sep-06	WARNER/FORESMAN #1	MID2034	185	$	996.86	$ 5.39
Oct-06	WARNER/FORESMAN #1	MID2034	189	$	999.64	$ 5.29
Nov-06	WARNER/FORESMAN #1	MID2034	151	$	960.77	$ 6.36
Dec-06	WARNER/FORESMAN #1	MID2034	99	$	610.82	$ 6.17

Jan-07	WARNER/FORESMAN #1	MID2034	139	$	510.18	$ 3.67
Feb-07	WARNER/FORESMAN #1	MID2034	156	$	1,010.27	$ 6.48
Mar-07	WARNER/FORESMAN #1	MID2034	180	$	1,353.55	$ 7.52
Apr-07	WARNER/FORESMAN #1	MID2034	180	$	1,009.14	$ 5.61
May-07	WARNER/FORESMAN #1	MID2034	157	$	973.99	$ 6.20
Jun-07	WARNER/FORESMAN #1	MID2034	178	$	1,317.77	$ 7.40
Jul-07	WARNER/FORESMAN #1	MID2034	192	$	1,344.28	$ 7.00
Aug-07	WARNER/FORESMAN #1	MID2034	166	$	1,090.34	$ 6.57
Sep-07	WARNER/FORESMAN #1	MID2034	169	$	1,166.79	$ 6.90
Oct-07	WARNER/FORESMAN #1	MID2034	116	$	730.25	$ 6.30
Nov-07	WARNER/FORESMAN #1	MID2034	165	$	873.34	$ 5.29
Dec-07	WARNER/FORESMAN #1	MID2034	154	$	711.30	$ 4.62
Jan-08	WARNER/FORESMAN #1	MID2034	133	$	743.30	$ 5.59
Feb-08	WARNER/FORESMAN #1	MID2034	117	$	754.29	$ 6.45
Mar-08	WARNER/FORESMAN #1	MID2034	166	$	1,059.19	$ 6.38
Apr-08	WARNER/FORESMAN #1	MID2034	186	$	1,179.00	$ 6.34
			17,578	$	87,038.90	

Oct-01	CONFER #19	MID2040	1,638	$	4,946.76	$ 3.02
Nov-01	CONFER #19	MID2040	1,620	$	4,908.60	$ 3.03
Dec-01	CONFER #19	MID2040	1,506	$	3,343.32	$ 2.22
Jan-02	CONFER #19	MID2040	1,427	$	2,639.95	$ 1.85
Feb-02	CONFER #19	MID2040	699	$	2,076.03	$ 2.97
Mar-02	CONFER #19	MID2040	480	$	1,051.20	$ 2.19
Apr-02	CONFER #19	MID2040	725	$	1,812.50	$ 2.50
May-02	CONFER #19	MID2040	532	$	1,032.08	$ 1.94
Jun-02	CONFER #19	MID2040	807	$	1,799.61	$ 2.23
Jul-02	CONFER #19	MID2040	599	$	1,868.88	$ 3.12
Aug-02	CONFER #19	MID2040	791	$	2,483.74	$ 3.14
Sep-02	CONFER #19	MID2040	816	$	2,627.52	$ 3.22
Oct-02	CONFER #19	MID2040	1,046	$	3,232.14	$ 3.09
Nov-02	CONFER #19	MID2040	42	$	123.48	$ 2.94
Dec-02	CONFER #19	MID2040	715	$	2,345.20	$ 3.28
Jan-03	CONFER #19	MID2040	732	$	2,386.32	$ 3.26
Feb-03	CONFER #19	MID2040	653	$	2,442.22	$ 3.74
Mar-03	CONFER #19	MID2040	509	$	2,000.37	$ 3.93
Apr-03	CONFER #19	MID2040	647	$	2,600.94	$ 4.02
May-03	CONFER #19	MID2040	443	$	1,856.17	$ 4.19
Jun-03	CONFER #19	MID2040	508	$	2,306.32	$ 4.54
Jul-03	CONFER #19	MID2040	309	$	1,501.74	$ 4.86
Aug-03	CONFER #19	MID2040	282	$	1,277.46	$ 4.53
Sep-03	CONFER #19	MID2040	193	$	837.62	$ 4.34
Oct-03	CONFER #19	MID2040	126	$	534.24	$ 4.24
Nov-03	CONFER #19	MID2040	433	$	1,805.61	$ 4.17
Dec-03	CONFER #19	MID2040	372	$	1,547.52	$ 4.16
Jan-04	CONFER #19	MID2040	323	$	1,275.85	$ 3.95
Feb-04	CONFER #19	MID2040	327	$	1,298.19	$ 3.97
Mar-04	CONFER #19	MID2040	338	$	1,375.66	$ 4.07
Apr-04	CONFER #19	MID2040	476	$	2,499.00	$ 5.25
May-04	CONFER #19	MID2040	448	$	2,150.40	$ 4.80
Jun-04	CONFER #19	MID2040	330	$	1,491.60	$ 4.52
Jul-04	CONFER #19	MID2040	280	$	1,313.20	$ 4.69

Aug-04 CONFER #19	MID2040	373	$	1,708.34	$	4.58
Sep-04 CONFER #19	MID2040	280	$	1,444.80	$	5.16
Oct-04 CONFER #19	MID2040	277	$	1,324.06	$	4.78
Nov-04 CONFER #19	MID2040	266	$	1,310.99	$	4.93
Dec-04 CONFER #19	MID2040	260	$	1,127.63	$	4.34
Jan-05 CONFER #19	MID2040	262	$	1,291.71	$	4.93
Feb-05 CONFER #19	MID2040	243	$	1,353.98	$	5.57
Mar-05 CONFER #19	MID2040	399	$	2,381.93	$	5.97
Apr-05 CONFER #19	MID2040	374	$	2,226.05	$	5.95
May-05 CONFER #19	MID2040	341	$	2,089.86	$	6.13
Jun-05 CONFER #19	MID2040	363	$	2,246.53	$	6.19
Jul-05 CONFER #19	MID2040	383	$	2,643.85	$	6.90
Aug-05 CONFER #19	MID2040	334	$	2,076.62	$	6.22
Sep-05 CONFER #19	MID2040	281	$	1,603.39	$	5.71
Oct-05 CONFER #19	MID2040	273	$	1,754.27	$	6.43
Nov-05 CONFER #19	MID2040	256	$	1,833.32	$	7.16
Dec-05 CONFER #19	MID2040	255	$	2,609.65	$	10.23
Jan-06 CONFER #19	MID2040	270	$	3,589.91	$	13.30
Feb-06 CONFER #19	MID2040	243	$	3,179.90	$	13.09
Mar-06 CONFER #19	MID2040	275	$	2,874.64	$	10.45
Apr-06 CONFER #19	MID2040	301	$	3,164.92	$	10.51
May-06 CONFER #19	MID2040	296	$	2,278.04	$	7.70
Jun-06 CONFER #19	MID2040	278	$	1,817.38	$	6.54
Jul-06 CONFER #19	MID2040	221	$	1,483.49	$	6.71
Aug-06 CONFER #19	MID2040	226	$	1,479.95	$	6.65
Sep-06 CONFER #19	MID2040	199	$	1,072.30	$	5.39
Oct-06 CONFER #19	MID2040	204	$	1,078.98	$	5.29
Nov-06 CONFER #19	MID2040	199	$	1,266.18	$	6.36
Dec-06 CONFER #19	MID2040	-	$	-	$	-
Jan-07 CONFER #19	MID2040	188	$	690.03	$	3.67
Feb-07 CONFER #19	MID2040	205	$	1,327.59	$	6.48
Mar-07 CONFER #19	MID2040	286	$	2,150.64	$	7.52
Apr-07 CONFER #19	MID2040	325	$	1,822.06	$	5.61
May-07 CONFER #19	MID2040	283	$	1,755.66	$	6.20
Jun-07 CONFER #19	MID2040	216	$	1,599.08	$	7.40
Jul-07 CONFER #19	MID2040	164	$	1,148.23	$	7.00
Aug-07 CONFER #19	MID2040	154	$	1,011.53	$	6.57
Sep-07 CONFER #19	MID2040	156	$	1,077.03	$	6.90
Oct-07 CONFER #19	MID2040	162	$	1,019.83	$	6.30
Nov-07 CONFER #19	MID2040	159	$	841.58	$	5.29
Dec-07 CONFER #19	MID2040	157	$	725.16	$	4.62
Jan-08 CONFER #19	MID2040	151	$	843.89	$	5.59
Feb-08 CONFER #19	MID2040	156	$	1,005.71	$	6.45
Mar-08 CONFER #19	MID2040	176	$	1,122.99	$	6.38
Apr-08 CONFER #19	MID2040	315	$	1,996.70	$	6.34
		32,357	$	143,241.82		
Oct-01 CONFER #20	MID2041	3,731	$	11,267.62	$	3.02
Nov-01 CONFER #20	MID2041	1,809	$	5,481.27	$	3.03
Dec-01 CONFER #20	MID2041	1,323	$	2,937.06	$	2.22
Jan-02 CONFER #20	MID2041	1,180	$	2,183.00	$	1.85
Feb-02 CONFER #20	MID2041	660	$	1,960.20	$	2.97

Mar-02 CONFER #20	MID2041	482	$	1,055.58	$	2.19
Apr-02 CONFER #20	MID2041	740	$	1,850.00	$	2.50
May-02 CONFER #20	MID2041	703	$	1,363.82	$	1.94
Jun-02 CONFER #20	MID2041	627	$	1,398.21	$	2.23
Jul-02 CONFER #20	MID2041	478	$	1,491.36	$	3.12
Aug-02 CONFER #20	MID2041	955	$	2,998.70	$	3.14
Sep-02 CONFER #20	MID2041	531	$	1,709.82	$	3.22
Oct-02 CONFER #20	MID2041	635	$	1,962.15	$	3.09
Nov-02 CONFER #20	MID2041	85	$	249.90	$	2.94
Dec-02 CONFER #20	MID2041	590	$	1,935.20	$	3.28
Jan-03 CONFER #20	MID2041	839	$	2,735.14	$	3.26
Feb-03 CONFER #20	MID2041	588	$	2,199.12	$	3.74
Mar-03 CONFER #20	MID2041	466	$	1,831.38	$	3.93
Apr-03 CONFER #20	MID2041	435	$	1,748.70	$	4.02
May-03 CONFER #20	MID2041	467	$	1,956.73	$	4.19
Jun-03 CONFER #20	MID2041	344	$	1,561.76	$	4.54
Jul-03 CONFER #20	MID2041	386	$	1,875.96	$	4.86
Aug-03 CONFER #20	MID2041	295	$	1,336.35	$	4.53
Sep-03 CONFER #20	MID2041	161	$	698.74	$	4.34
Oct-03 CONFER #20	MID2041	294	$	1,246.56	$	4.24
Nov-03 CONFER #20	MID2041	429	$	1,788.93	$	4.17
Dec-03 CONFER #20	MID2041	343	$	1,426.88	$	4.16
Jan-04 CONFER #20	MID2041	226	$	892.70	$	3.95
Feb-04 CONFER #20	MID2041	388	$	1,540.36	$	3.97
Mar-04 CONFER #20	MID2041	333	$	1,355.31	$	4.07
Apr-04 CONFER #20	MID2041	279	$	1,464.75	$	5.25
May-04 CONFER #20	MID2041	299	$	1,435.20	$	4.80
Jun-04 CONFER #20	MID2041	318	$	1,437.36	$	4.52
Jul-04 CONFER #20	MID2041	259	$	1,214.71	$	4.69
Aug-04 CONFER #20	MID2041	246	$	1,126.68	$	4.58
Sep-04 CONFER #20	MID2041	293	$	1,511.88	$	5.16
Oct-04 CONFER #20	MID2041	268	$	1,281.04	$	4.78
Nov-04 CONFER #20	MID2041	249	$	1,227.20	$	4.93
Dec-04 CONFER #20	MID2041	244	$	1,058.24	$	4.34
Jan-05 CONFER #20	MID2041	247	$	1,217.75	$	4.93
Feb-05 CONFER #20	MID2041	229	$	1,275.97	$	5.57
Mar-05 CONFER #20	MID2041	242	$	1,444.68	$	5.97
Apr-05 CONFER #20	MID2041	200	$	1,190.40	$	5.95
May-05 CONFER #20	MID2041	256	$	1,568.92	$	6.13
Jun-05 CONFER #20	MID2041	272	$	1,683.35	$	6.19
Jul-05 CONFER #20	MID2041	235	$	1,622.21	$	6.90
Aug-05 CONFER #20	MID2041	237	$	1,473.52	$	6.22
Sep-05 CONFER #20	MID2041	232	$	1,323.79	$	5.71
Oct-05 CONFER #20	MID2041	237	$	1,522.94	$	6.43
Nov-05 CONFER #20	MID2041	206	$	1,475.24	$	7.16
Dec-05 CONFER #20	MID2041	171	$	1,750.00	$	10.23
Jan-06 CONFER #20	MID2041	166	$	2,207.13	$	13.30
Feb-06 CONFER #20	MID2041	145	$	1,897.47	$	13.09
Mar-06 CONFER #20	MID2041	118	$	1,233.48	$	10.45
Apr-06 CONFER #20	MID2041	136	$	1,430.00	$	10.51
May-06 CONFER #20	MID2041	133	$	1,023.58	$	7.70
Jun-06 CONFER #20	MID2041	131	$	856.39	$	6.54

Jul-06 CONFER #20	MID2041	124	$ 832.36	$	6.71
Aug-06 CONFER #20	MID2041	136	$ 890.59	$	6.55
Sep-06 CONFER #20	MID2041	124	$ 668.17	$	5.39
Oct-06 CONFER #20	MID2041	127	$ 671.71	$	5.29
Nov-06 CONFER #20	MID2041	123	$ 782.61	$	6.36
Dec-06 CONFER #20	MID2041	-	$ -	$	-
Jan-07 CONFER #20	MID2041	124	$ 455.13	$	3.67
Feb-07 CONFER #20	MID2041	126	$ 815.99	$	6.48
Mar-07 CONFER #20	MID2041	110	$ 827.17	$	7.52
Apr-07 CONFER #20	MID2041	100	$ 560.64	$	5.61
May-07 CONFER #20	MID2041	87	$ 539.72	$	6.20
Jun-07 CONFER #20	MID2041	130	$ 962.42	$	7.40
Jul-07 CONFER #20	MID2041	104	$ 728.14	$	7.00
Aug-07 CONFER #20	MID2041	93	$ 610.86	$	6.57
Sep-07 CONFER #20	MID2041	96	$ 662.79	$	6.90
Oct-07 CONFER #20	MID2041	101	$ 635.82	$	6.30
Nov-07 CONFER #20	MID2041	108	$ 571.64	$	5.29
Dec-07 CONFER #20	MID2041	67	$ 309.46	$	4.62
Jan-08 CONFER #20	MID2041	68	$ 380.03	$	5.59
Feb-08 CONFER #20	MID2041	99	$ 638.24	$	6.45
Mar-08 CONFER #20	MID2041	112	$ 714.64	$	6.38
Apr-08 CONFER #20	MID2041	97	$ 614.85	$	6.34
		28,827	$ 115,865.37		
Oct-01 CONFER #18	MID2042	7,539	$ 22,767.78	$	3.02
Nov-01 CONFER #18	MID2042	7,497	$ 22,715.91	$	3.03
Dec-01 CONFER #18	MID2042	5,617	$ 12,469.74	$	2.22
Jan-02 CONFER #18	MID2042	4,622	$ 8,550.70	$	1.85
Feb-02 CONFER #18	MID2042	2,238	$ 6,646.86	$	2.97
Mar-02 CONFER #18	MID2042	1,548	$ 3,390.12	$	2.19
Apr-02 CONFER #18	MID2042	2,310	$ 5,775.00	$	2.50
May-02 CONFER #18	MID2042	1,621	$ 3,144.74	$	1.94
Jun-02 CONFER #18	MID2042	2,069	$ 4,613.87	$	2.23
Jul-02 CONFER #18	MID2042	1,737	$ 5,419.44	$	3.12
Aug-02 CONFER #18	MID2042	3,067	$ 9,630.38	$	3.14
Sep-02 CONFER #18	MID2042	1,946	$ 6,266.12	$	3.22
Oct-02 CONFER #18	MID2042	1,826	$ 5,642.34	$	3.09
Nov-02 CONFER #18	MID2042	274	$ 805.56	$	2.94
Dec-02 CONFER #18	MID2042	2,948	$ 9,669.44	$	3.28
Jan-03 CONFER #18	MID2042	2,873	$ 9,365.98	$	3.26
Feb-03 CONFER #18	MID2042	2,313	$ 8,650.62	$	3.74
Mar-03 CONFER #18	MID2042	1,672	$ 6,570.96	$	3.93
Apr-03 CONFER #18	MID2042	1,910	$ 7,678.20	$	4.02
May-03 CONFER #18	MID2042	1,322	$ 5,539.18	$	4.19
Jun-03 CONFER #18	MID2042	1,328	$ 6,029.12	$	4.54
Jul-03 CONFER #18	MID2042	1,389	$ 6,750.54	$	4.86
Aug-03 CONFER #18	MID2042	1,031	$ 4,670.43	$	4.53
Sep-03 CONFER #18	MID2042	214	$ 928.76	$	4.34
Oct-03 CONFER #18	MID2042	636	$ 2,696.64	$	4.24
Nov-03 CONFER #18	MID2042	1,872	$ 7,806.24	$	4.17
Dec-03 CONFER #18	MID2042	1,411	$ 5,869.76	$	4.16
Jan-04 CONFER #18	MID2042	697	$ 2,753.15	$	3.95

Feb-04 CONFER #18	MID2042	1,229	$ 4,879.13	$	3.97
Mar-04 CONFER #18	MID2042	1,280	$ 5,209.60	$	4.07
Apr-04 CONFER #18	MID2042	1,054	$ 5,533.50	$	5.25
May-04 CONFER #18	MID2042	1,067	$ 5,121.60	$	4.80
Jun-04 CONFER #18	MID2042	1,100	$ 4,972.00	$	4.52
Jul-04 CONFER #18	MID2042	996	$ 4,671.24	$	4.69
Aug-04 CONFER #18	MID2042	915	$ 4,190.70	$	4.58
Sep-04 CONFER #18	MID2042	1,068	$ 5,510.88	$	5.16
Oct-04 CONFER #18	MID2042	1,025	$ 4,899.50	$	4.78
Nov-04 CONFER #18	MID2042	931	$ 4,588.44	$	4.93
Dec-04 CONFER #18	MID2042	901	$ 3,907.66	$	4.34
Jan-05 CONFER #18	MID2042	910	$ 4,486.47	$	4.93
Feb-05 CONFER #18	MID2042	787	$ 4,385.09	$	5.57
Mar-05 CONFER #18	MID2042	841	$ 5,020.57	$	5.97
Apr-05 CONFER #18	MID2042	855	$ 5,088.96	$	5.95
May-05 CONFER #18	MID2042	743	$ 4,553.57	$	6.13
Jun-05 CONFER #18	MID2042	855	$ 5,291.42	$	6.19
Jul-05 CONFER #18	MID2042	766	$ 5,287.70	$	6.90
Aug-05 CONFER #18	MID2042	771	$ 4,793.62	$	6.22
Sep-05 CONFER #18	MID2042	714	$ 4,074.08	$	5.71
Oct-05 CONFER #18	MID2042	732	$ 4,703.77	$	6.43
Nov-05 CONFER #18	MID2042	747	$ 5,349.55	$	7.16
Dec-05 CONFER #18	MID2042	481	$ 4,922.50	$	10.23
Jan-06 CONFER #18	MID2042	492	$ 6,541.62	$	13.30
Feb-06 CONFER #18	MID2042	404	$ 5,286.74	$	13.09
Mar-06 CONFER #18	MID2042	484	$ 5,059.36	$	10.45
Apr-06 CONFER #18	MID2042	342	$ 3,596.03	$	10.51
May-06 CONFER #18	MID2042	320	$ 2,462.74	$	7.70
Jun-06 CONFER #18	MID2042	382	$ 2,497.26	$	6.54
Jul-06 CONFER #18	MID2042	268	$ 1,798.98	$	6.71
Aug-06 CONFER #18	MID2042	336	$ 2,200.27	$	6.55
Sep-06 CONFER #18	MID2042	251	$ 1,352.50	$	5.39
Oct-06 CONFER #18	MID2042	257	$ 1,359.31	$	5.29
Nov-06 CONFER #18	MID2042	205	$ 1,304.35	$	6.36
Dec-06 CONFER #18	MID2042	358	$ 2,208.84	$	6.17
Jan-07 CONFER #18	MID2042	386	$ 1,416.77	$	3.67
Feb-07 CONFER #18	MID2042	421	$ 2,726.41	$	6.48
Mar-07 CONFER #18	MID2042	470	$ 3,534.26	$	7.52
Apr-07 CONFER #18	MID2042	367	$ 2,057.53	$	5.61
May-07 CONFER #18	MID2042	320	$ 1,985.19	$	6.20
Jun-07 CONFER #18	MID2042	409	$ 3,027.91	$	7.40
Jul-07 CONFER #18	MID2042	322	$ 2,254.45	$	7.00
Aug-07 CONFER #18	MID2042	328	$ 2,154.41	$	6.57
Sep-07 CONFER #18	MID2042	288	$ 1,988.36	$	6.90
Oct-07 CONFER #18	MID2042	297	$ 1,869.71	$	6.30
Nov-07 CONFER #18	MID2042	219	$ 1,159.16	$	5.29
Dec-07 CONFER #18	MID2042	80	$ 369.50	$	4.62
Jan-08 CONFER #18	MID2042	55	$ 307.38	$	5.59
Feb-08 CONFER #18	MID2042	175	$ 1,128.20	$	6.45
Mar-08 CONFER #18	MID2042	225	$ 1,435.64	$	6.38
Apr-08 CONFER #18	MID2042	196	$ 1,242.39	$	6.34
		94,952	$ 378,584.40		

Oct-01	SGL,(TR100) #8	MID2043	1,166	$	3,521.32	$ 3.02
Nov-01	SGL,(TR100) #8	MID2043	2,447	$	7,414.41	$ 3.03
Dec-01	SGL,(TR100) #8	MID2043	2,196	$	4,875.12	$ 2.22
Jan-02	SGL,(TR100) #8	MID2043	2,067	$	3,823.95	$ 1.85
Feb-02	SGL,(TR100) #8	MID2043	930	$	2,762.10	$ 2.97
Mar-02	SGL,(TR100) #8	MID2043	358	$	784.02	$ 2.19
Apr-02	SGL,(TR100) #8	MID2043	856	$	2,140.00	$ 2.50
May-02	SGL,(TR100) #8	MID2043	680	$	1,319.20	$ 1.94
Jun-02	SGL,(TR100) #8	MID2043	564	$	1,257.72	$ 2.23
Jul-02	SGL,(TR100) #8	MID2043	414	$	1,291.68	$ 3.12
Aug-02	SGL,(TR100) #8	MID2043	577	$	1,811.78	$ 3.14
Sep-02	SGL,(TR100) #8	MID2043	537	$	1,729.14	$ 3.22
Oct-02	SGL,(TR100) #8	MID2043	369	$	1,140.21	$ 3.09
Nov-02	SGL,(TR100) #8	MID2043	201	$	590.94	$ 2.94
Dec-02	SGL,(TR100) #8	MID2043	454	$	1,489.12	$ 3.28
Jan-03	SGL,(TR100) #8	MID2043	515	$	1,678.90	$ 3.26
Feb-03	SGL,(TR100) #8	MID2043	448	$	1,675.52	$ 3.74
Mar-03	SGL,(TR100) #8	MID2043	359	$	1,410.87	$ 3.93
Apr-03	SGL,(TR100) #8	MID2043	334	$	1,342.68	$ 4.02
May-03	SGL,(TR100) #8	MID2043	314	$	1,315.66	$ 4.19
Jun-03	SGL,(TR100) #8	MID2043	312	$	1,416.48	$ 4.54
Jul-03	SGL,(TR100) #8	MID2043	266	$	1,292.76	$ 4.86
Aug-03	SGL,(TR100) #8	MID2043	261	$	1,182.33	$ 4.53
Sep-03	SGL,(TR100) #8	MID2043	114	$	494.76	$ 4.34
Oct-03	SGL,(TR100) #8	MID2043	280	$	1,187.20	$ 4.24
Nov-03	SGL,(TR100) #8	MID2043	380	$	1,584.60	$ 4.17
Dec-03	SGL,(TR100) #8	MID2043	303	$	1,260.48	$ 4.16
Jan-04	SGL,(TR100) #8	MID2043	273	$	1,078.35	$ 3.95
Feb-04	SGL,(TR100) #8	MID2043	316	$	1,254.52	$ 3.97
Mar-04	SGL,(TR100) #8	MID2043	273	$	1,111.11	$ 4.07
Apr-04	SGL,(TR100) #8	MID2043	243	$	1,275.75	$ 5.25
May-04	SGL,(TR100) #8	MID2043	300	$	1,440.00	$ 4.80
Jun-04	SGL,(TR100) #8	MID2043	386	$	1,744.72	$ 4.52
Jul-04	SGL,(TR100) #8	MID2043	357	$	1,674.33	$ 4.69
Aug-04	SGL,(TR100) #8	MID2043	256	$	1,172.48	$ 4.58
Sep-04	SGL,(TR100) #8	MID2043	243	$	1,253.88	$ 5.16
Oct-04	SGL,(TR100) #8	MID2043	243	$	1,161.54	$ 4.78
Nov-04	SGL,(TR100) #8	MID2043	233	$	1,148.35	$ 4.93
Dec-04	SGL,(TR100) #8	MID2043	229	$	993.18	$ 4.34
Jan-05	SGL,(TR100) #8	MID2043	216	$	1,064.92	$ 4.93
Feb-05	SGL,(TR100) #8	MID2043	215	$	1,197.26	$ 5.57
Mar-05	SGL,(TR100) #8	MID2043	214	$	1,277.53	$ 5.97
Apr-05	SGL,(TR100) #8	MID2043	254	$	1,511.81	$ 5.95
May-05	SGL,(TR100) #8	MID2043	232	$	1,421.84	$ 6.13
Jun-05	SGL,(TR100) #8	MID2043	246	$	1,522.44	$ 6.19
Jul-05	SGL,(TR100) #8	MID2043	198	$	1,366.79	$ 6.90
Aug-05	SGL,(TR100) #8	MID2043	201	$	1,249.69	$ 6.22
Sep-05	SGL,(TR100) #8	MID2043	259	$	1,477.85	$ 5.71
Oct-05	SGL,(TR100) #8	MID2043	225	$	1,445.83	$ 6.43
Nov-05	SGL,(TR100) #8	MID2043	378	$	2,707.00	$ 7.16
Dec-05	SGL,(TR100) #8	MID2043	215	$	2,200.29	$ 10.23

Jan-06	SGL,(TR100) #8	MID2043	358	$	4,759.97	$ 13.30
Feb-06	SGL,(TR100) #8	MID2043	304	$	3,978.14	$ 13.09
Mar-06	SGL,(TR100) #8	MID2043	361	$	3,773.61	$ 10.45
Apr-06	SGL,(TR100) #8	MID2043	282	$	2,965.15	$ 10.51
May-06	SGL,(TR100) #8	MID2043	184	$	1,416.08	$ 7.70
Jun-06	SGL,(TR100) #8	MID2043	264	$	1,725.85	$ 6.54
Jul-06	SGL,(TR100) #8	MID2043	225	$	1,510.34	$ 6.71
Aug-06	SGL,(TR100) #8	MID2043	202	$	1,322.78	$ 6.55
Sep-06	SGL,(TR100) #8	MID2043	253	$	1,363.27	$ 5.39
Oct-06	SGL,(TR100) #8	MID2043	259	$	1,369.88	$ 5.29
Nov-06	SGL,(TR100) #8	MID2043	235	$	1,495.23	$ 6.36
Dec-06	SGL,(TR100) #8	MID2043	213	$	1,314.20	$ 6.17
Jan-07	SGL,(TR100) #8	MID2043	241	$	884.57	$ 3.67
Feb-07	SGL,(TR100) #8	MID2043	221	$	1,431.21	$ 6.48
Mar-07	SGL,(TR100) #8	MID2043	202	$	1,518.98	$ 7.52
Apr-07	SGL,(TR100) #8	MID2043	-	$	-	$ -
May-07	SGL,(TR100) #8	MID2043	205	$	1,271.76	$ 6.20
Jun-07	SGL,(TR100) #8	MID2043	189	$	1,399.20	$ 7.40
Jul-07	SGL,(TR100) #8	MID2043	197	$	1,379.28	$ 7.00
Aug-07	SGL,(TR100) #8	MID2043	229	$	1,504.15	$ 6.57
Sep-07	SGL,(TR100) #8	MID2043	208	$	1,436.04	$ 6.90
Oct-07	SGL,(TR100) #8	MID2043	163	$	1,026.14	$ 6.30
Nov-07	SGL,(TR100) #8	MID2043	228	$	1,206.80	$ 5.29
Dec-07	SGL,(TR100) #8	MID2043	181	$	836.00	$ 4.62
Jan-08	SGL,(TR100) #8	MID2043	195	$	1,089.80	$ 5.59
Feb-08	SGL,(TR100) #8	MID2043	224	$	1,444.10	$ 6.45
Mar-08	SGL,(TR100) #8	MID2043	235	$	1,499.45	$ 6.38
Apr-08	SGL,(TR100) #8	MID2043	207	$	1,312.11	$ 6.34
			30,172	$	131,778.50	
Nov-01	FORESMAN #2	MID2044	1,143	$	3,463.29	$ 3.03
Dec-01	FORESMAN #2	MID2044	2,127	$	4,721.94	$ 2.22
Jan-02	FORESMAN #2	MID2044	3,141	$	5,810.85	$ 1.85
Feb-02	FORESMAN #2	MID2044	3,095	$	9,192.15	$ 2.97
Mar-02	FORESMAN #2	MID2044	1,090	$	2,387.10	$ 2.19
Apr-02	FORESMAN #2	MID2044	3,203	$	8,007.50	$ 2.50
May-02	FORESMAN #2	MID2044	2,365	$	4,588.10	$ 1.94
Jun-02	FORESMAN #2	MID2044	2,995	$	6,678.85	$ 2.23
Jul-02	FORESMAN #2	MID2044	1,945	$	6,068.40	$ 3.12
Aug-02	FORESMAN #2	MID2044	4,298	$	13,495.72	$ 3.14
Sep-02	FORESMAN #2	MID2044	2,893	$	9,315.46	$ 3.22
Oct-02	FORESMAN #2	MID2044	2,423	$	7,487.07	$ 3.09
Nov-02	FORESMAN #2	MID2044	291	$	855.54	$ 2.94
Dec-02	FORESMAN #2	MID2044	2,832	$	9,288.96	$ 3.28
Jan-03	FORESMAN #2	MID2044	3,299	$	10,754.74	$ 3.26
Feb-03	FORESMAN #2	MID2044	3,024	$	11,309.76	$ 3.74
Mar-03	FORESMAN #2	MID2044	1,892	$	7,435.56	$ 3.93
Apr-03	FORESMAN #2	MID2044	2,208	$	8,876.16	$ 4.02
May-03	FORESMAN #2	MID2044	1,895	$	7,940.05	$ 4.19
Jun-03	FORESMAN #2	MID2044	2,187	$	9,928.98	$ 4.54
Jul-03	FORESMAN #2	MID2044	2,041	$	9,919.26	$ 4.86
Aug-03	FORESMAN #2	MID2044	1,847	$	8,366.91	$ 4.53

Sep-03	FORESMAN #2	MID2044	829	$	3,597.86	$ 4.34
Oct-03	FORESMAN #2	MID2044	960	$	4,070.40	$ 4.24
Nov-03	FORESMAN #2	MID2044	1,888	$	7,872.96	$ 4.17
Dec-03	FORESMAN #2	MID2044	1,797	$	7,475.52	$ 4.16
Jan-04	FORESMAN #2	MID2044	1,226	$	4,842.70	$ 3.95
Feb-04	FORESMAN #2	MID2044	1,567	$	6,220.99	$ 3.97
Mar-04	FORESMAN #2	MID2044	1,084	$	4,411.88	$ 4.07
Apr-04	FORESMAN #2	MID2044	1,580	$	8,295.00	$ 5.25
May-04	FORESMAN #2	MID2044	1,195	$	5,736.00	$ 4.80
Jun-04	FORESMAN #2	MID2044	1,838	$	8,307.76	$ 4.52
Jul-04	FORESMAN #2	MID2044	1,570	$	7,363.30	$ 4.69
Aug-04	FORESMAN #2	MID2044	1,499	$	6,865.42	$ 4.58
Sep-04	FORESMAN #2	MID2044	1,587	$	8,188.92	$ 5.16
Oct-04	FORESMAN #2	MID2044	1,541	$	7,365.98	$ 4.78
Nov-04	FORESMAN #2	MID2044	1,396	$	6,880.20	$ 4.93
Dec-04	FORESMAN #2	MID2044	1,390	$	6,028.46	$ 4.34
Jan-05	FORESMAN #2	MID2044	1,234	$	6,083.85	$ 4.93
Feb-05	FORESMAN #2	MID2044	1,303	$	7,260.20	$ 5.57
Mar-05	FORESMAN #2	MID2044	1,254	$	7,486.08	$ 5.97
Apr-05	FORESMAN #2	MID2044	1,202	$	7,154.30	$ 5.95
May-05	FORESMAN #2	MID2044	1,085	$	6,649.55	$ 6.13
Jun-05	FORESMAN #2	MID2044	1,036	$	6,411.58	$ 6.19
Jul-05	FORESMAN #2	MID2044	1,199	$	8,276.70	$ 6.90
Aug-05	FORESMAN #2	MID2044	1,224	$	7,610.10	$ 6.22
Sep-05	FORESMAN #2	MID2044	1,160	$	6,618.96	$ 5.71
Oct-05	FORESMAN #2	MID2044	1,147	$	7,370.52	$ 6.43
Nov-05	FORESMAN #2	MID2044	1,049	$	7,512.30	$ 7.16
Dec-05	FORESMAN #2	MID2044	834	$	8,535.07	$ 10.23
Jan-06	FORESMAN #2	MID2044	897	$	11,926.49	$ 13.30
Feb-06	FORESMAN #2	MID2044	709	$	9,277.97	$ 13.09
Mar-06	FORESMAN #2	MID2044	1,008	$	10,536.85	$ 10.45
Apr-06	FORESMAN #2	MID2044	795	$	8,359.19	$ 10.51
May-06	FORESMAN #2	MID2044	740	$	5,695.08	$ 7.70
Jun-06	FORESMAN #2	MID2044	867	$	5,667.88	$ 6.54
Jul-06	FORESMAN #2	MID2044	775	$	5,202.29	$ 6.71
Aug-06	FORESMAN #2	MID2044	767	$	5,022.66	$ 6.55
Sep-06	FORESMAN #2	MID2044	720	$	3,879.67	$ 5.39
Oct-06	FORESMAN #2	MID2044	737	$	3,989.08	$ 5.29
Nov-06	FORESMAN #2	MID2044	709	$	4,511.16	$ 6.36
Dec-06	FORESMAN #2	MID2044	-	$	-	$ -
Jan-07	FORESMAN #2	MID2044	720	$	2,642.68	$ 3.67
Feb-07	FORESMAN #2	MID2044	764	$	4,947.70	$ 6.48
Mar-07	FORESMAN #2	MID2044	671	$	5,045.72	$ 7.52
Apr-07	FORESMAN #2	MID2044	792	$	4,440.21	$ 5.61
May-07	FORESMAN #2	MID2044	690	$	4,280.57	$ 6.20
Jun-07	FORESMAN #2	MID2044	766	$	5,670.84	$ 7.40
Jul-07	FORESMAN #2	MID2044	623	$	4,361.89	$ 7.00
Aug-07	FORESMAN #2	MID2044	764	$	5,018.21	$ 6.57
Sep-07	FORESMAN #2	MID2044	665	$	4,591.19	$ 6.90
Oct-07	FORESMAN #2	MID2044	692	$	4,356.34	$ 6.30
Nov-07	FORESMAN #2	MID2044	696	$	3,683.92	$ 5.29
Dec-07	FORESMAN #2	MID2044	661	$	3,053.03	$ 4.62

Jan-08	FORESMAN #2	MID2044	676	$	3,777.98	$ 5.59
Feb-08	FORESMAN #2	MID2044	672	$	4,332.31	$ 6.45
Mar-08	FORESMAN #2	MID2044	704	$	4,491.97	$ 6.38
Apr-08	FORESMAN #2	MID2044	658	$	4,170.86	$ 6.34
			108,846	$	499,318.65	
Aug-01	SGL,(TR100) #1	MID2045	1,488	$	6,874.56	$ 4.62
Sep-01	SGL,(TR100) #1	MID2045	4,313	$	14,750.46	$ 3.42
Oct-01	SGL,(TR100) #1	MID2045	3,818	$	11,530.36	$ 3.02
Nov-01	SGL,(TR100) #1	MID2045	2,795	$	8,468.85	$ 3.03
Dec-01	SGL,(TR100) #1	MID2045	2,542	$	5,643.24	$ 2.22
Jan-02	SGL,(TR100) #1	MID2045	2,388	$	4,417.80	$ 1.85
Feb-02	SGL,(TR100) #1	MID2045	1,237	$	3,673.89	$ 2.97
Mar-02	SGL,(TR100) #1	MID2045	878	$	1,922.82	$ 2.19
Apr-02	SGL,(TR100) #1	MID2045	1,447	$	3,617.50	$ 2.50
May-02	SGL,(TR100) #1	MID2045	1,318	$	2,556.92	$ 1.94
Jun-02	SGL,(TR100) #1	MID2045	1,401	$	3,124.23	$ 2.23
Jul-02	SGL,(TR100) #1	MID2045	801	$	2,499.12	$ 3.12
Aug-02	SGL,(TR100) #1	MID2045	1,712	$	5,375.68	$ 3.14
Sep-02	SGL,(TR100) #1	MID2045	1,264	$	4,070.08	$ 3.22
Oct-02	SGL,(TR100) #1	MID2045	893	$	2,759.37	$ 3.09
Nov-02	SGL,(TR100) #1	MID2045	103	$	302.82	$ 2.94
Dec-02	SGL,(TR100) #1	MID2045	1,375	$	4,510.00	$ 3.28
Jan-03	SGL,(TR100) #1	MID2045	1,207	$	3,934.82	$ 3.26
Feb-03	SGL,(TR100) #1	MID2045	1,111	$	4,155.14	$ 3.74
Mar-03	SGL,(TR100) #1	MID2045	840	$	3,301.20	$ 3.93
Apr-03	SGL,(TR100) #1	MID2045	815	$	3,276.30	$ 4.02
May-03	SGL,(TR100) #1	MID2045	671	$	2,811.49	$ 4.19
Jun-03	SGL,(TR100) #1	MID2045	829	$	3,763.66	$ 4.54
Jul-03	SGL,(TR100) #1	MID2045	793	$	3,853.98	$ 4.86
Aug-03	SGL,(TR100) #1	MID2045	708	$	3,207.24	$ 4.53
Sep-03	SGL,(TR100) #1	MID2045	521	$	2,261.14	$ 4.34
Oct-03	SGL,(TR100) #1	MID2045	504	$	2,136.96	$ 4.24
Nov-03	SGL,(TR100) #1	MID2045	801	$	3,340.17	$ 4.17
Dec-03	SGL,(TR100) #1	MID2045	679	$	2,824.64	$ 4.16
Jan-04	SGL,(TR100) #1	MID2045	621	$	2,452.95	$ 3.95
Feb-04	SGL,(TR100) #1	MID2045	563	$	2,235.11	$ 3.97
Mar-04	SGL,(TR100) #1	MID2045	543	$	2,210.01	$ 4.07
Apr-04	SGL,(TR100) #1	MID2045	581	$	3,050.25	$ 5.25
May-04	SGL,(TR100) #1	MID2045	595	$	2,856.00	$ 4.80
Jun-04	SGL,(TR100) #1	MID2045	582	$	2,630.64	$ 4.52
Jul-04	SGL,(TR100) #1	MID2045	523	$	2,452.87	$ 4.69
Aug-04	SGL,(TR100) #1	MID2045	465	$	2,129.70	$ 4.58
Sep-04	SGL,(TR100) #1	MID2045	514	$	2,652.24	$ 5.16
Oct-04	SGL,(TR100) #1	MID2045	547	$	2,614.66	$ 4.78
Nov-04	SGL,(TR100) #1	MID2045	532	$	2,621.97	$ 4.93
Dec-04	SGL,(TR100) #1	MID2045	504	$	2,185.86	$ 4.34
Jan-05	SGL,(TR100) #1	MID2045	509	$	2,509.46	$ 4.93
Feb-05	SGL,(TR100) #1	MID2045	487	$	2,713.52	$ 5.57
Mar-05	SGL,(TR100) #1	MID2045	470	$	2,805.79	$ 5.97
Apr-05	SGL,(TR100) #1	MID2045	454	$	2,702.20	$ 5.95
May-05	SGL,(TR100) #1	MID2045	427	$	2,616.92	$ 6.13

Jun-05	SGL,(TR100) #1	MID2045	453	$	2,803.52	$ 6.19
Jul-05	SGL,(TR100) #1	MID2045	420	$	2,899.26	$ 6.90
Aug-05	SGL,(TR100) #1	MID2045	421	$	2,617.52	$ 6.22
Sep-05	SGL,(TR100) #1	MID2045	401	$	2,288.11	$ 5.71
Oct-05	SGL,(TR100) #1	MID2045	392	$	2,518.96	$ 6.43
Nov-05	SGL,(TR100) #1	MID2045	384	$	2,749.98	$ 7.16
Dec-05	SGL,(TR100) #1	MID2045	374	$	3,827.47	$ 10.23
Jan-06	SGL,(TR100) #1	MID2045	378	$	5,025.88	$ 13.30
Feb-06	SGL,(TR100) #1	MID2045	365	$	4,776.39	$ 13.09
Mar-06	SGL,(TR100) #1	MID2045	370	$	3,867.70	$ 10.45
Apr-06	SGL,(TR100) #1	MID2045	368	$	3,869.42	$ 10.51
May-06	SGL,(TR100) #1	MID2045	338	$	2,601.27	$ 7.70
Jun-06	SGL,(TR100) #1	MID2045	348	$	2,275.00	$ 6.54
Jul-06	SGL,(TR100) #1	MID2045	348	$	2,336.00	$ 6.71
Aug-06	SGL,(TR100) #1	MID2045	352	$	2,305.05	$ 6.55
Sep-06	SGL,(TR100) #1	MID2045	-	$	-	$ -
Oct-06	SGL,(TR100) #1	MID2045	339	$	1,793.01	$ 5.29
Nov-06	SGL,(TR100) #1	MID2045	337	$	2,144.23	$ 6.36
Dec-06	SGL,(TR100) #1	MID2045	344	$	2,122.46	$ 6.17
Jan-07	SGL,(TR100) #1	MID2045	342	$	1,255.28	$ 3.67
Feb-07	SGL,(TR100) #1	MID2045	327	$	2,117.67	$ 6.48
Mar-07	SGL,(TR100) #1	MID2045	326	$	2,451.43	$ 7.52
Apr-07	SGL,(TR100) #1	MID2045	323	$	1,810.84	$ 5.61
May-07	SGL,(TR100) #1	MID2045	281	$	1,743.25	$ 6.20
Jun-07	SGL,(TR100) #1	MID2045	320	$	2,369.02	$ 7.40
Jul-07	SGL,(TR100) #1	MID2045	309	$	2,163.44	$ 7.00
Aug-07	SGL,(TR100) #1	MID2045	302	$	1,983.64	$ 6.57
Sep-07	SGL,(TR100) #1	MID2045	305	$	2,105.73	$ 6.90
Oct-07	SGL,(TR100) #1	MID2045	311	$	1,957.83	$ 6.30
Nov-07	SGL,(TR100) #1	MID2045	298	$	1,577.30	$ 5.29
Dec-07	SGL,(TR100) #1	MID2045	287	$	1,325.60	$ 4.62
Jan-08	SGL,(TR100) #1	MID2045	295	$	1,648.67	$ 5.59
Feb-08	SGL,(TR100) #1	MID2045	278	$	1,792.23	$ 6.45
Mar-08	SGL,(TR100) #1	MID2045	294	$	1,875.91	$ 6.38
Apr-08	SGL,(TR100) #1	MID2045	271	$	1,717.78	$ 6.34
			59,770	$	251,121.44	
Nov-01	FORESMAN #1	MID2046	988	$	2,993.64	$ 3.03
Dec-01	FORESMAN #1	MID2046	2,091	$	4,642.02	$ 2.22
Jan-02	FORESMAN #1	MID2046	2,938	$	5,435.30	$ 1.85
Feb-02	FORESMAN #1	MID2046	2,160	$	6,415.20	$ 2.97
Mar-02	FORESMAN #1	MID2046	991	$	2,170.29	$ 2.19
Apr-02	FORESMAN #1	MID2046	2,483	$	6,207.50	$ 2.50
May-02	FORESMAN #1	MID2046	1,940	$	3,763.60	$ 1.94
Jun-02	FORESMAN #1	MID2046	1,859	$	4,145.57	$ 2.23
Jul-02	FORESMAN #1	MID2046	1,683	$	5,250.96	$ 3.12
Aug-02	FORESMAN #1	MID2046	2,230	$	7,002.20	$ 3.14
Sep-02	FORESMAN #1	MID2046	1,946	$	6,266.12	$ 3.22
Oct-02	FORESMAN #1	MID2046	956	$	2,954.04	$ 3.09
Nov-02	FORESMAN #1	MID2046	108	$	317.52	$ 2.94
Dec-02	FORESMAN #1	MID2046	1,598	$	5,241.44	$ 3.28
Jan-03	FORESMAN #1	MID2046	2,080	$	6,780.80	$ 3.26

Feb-03	FORESMAN #1	MID2046	1,728	$	6,462.72	$ 3.74
Mar-03	FORESMAN #1	MID2046	1,347	$	5,293.71	$ 3.93
Apr-03	FORESMAN #1	MID2046	1,323	$	5,318.46	$ 4.02
May-03	FORESMAN #1	MID2046	1,152	$	4,826.88	$ 4.19
Jun-03	FORESMAN #1	MID2046	1,222	$	5,547.88	$ 4.54
Jul-03	FORESMAN #1	MID2046	1,268	$	6,162.48	$ 4.86
Aug-03	FORESMAN #1	MID2046	1,034	$	4,684.02	$ 4.53
Sep-03	FORESMAN #1	MID2046	559	$	2,426.06	$ 4.34
Oct-03	FORESMAN #1	MID2046	85	$	360.40	$ 4.24
Nov-03	FORESMAN #1	MID2046	1,258	$	5,245.86	$ 4.17
Dec-03	FORESMAN #1	MID2046	1,113	$	4,630.08	$ 4.16
Jan-04	FORESMAN #1	MID2046	707	$	2,792.65	$ 3.95
Feb-04	FORESMAN #1	MID2046	976	$	3,874.72	$ 3.97
Mar-04	FORESMAN #1	MID2046	783	$	3,186.81	$ 4.07
Apr-04	FORESMAN #1	MID2046	737	$	3,869.25	$ 5.25
May-04	FORESMAN #1	MID2046	685	$	3,288.00	$ 4.80
Jun-04	FORESMAN #1	MID2046	759	$	3,430.68	$ 4.52
Jul-04	FORESMAN #1	MID2046	715	$	3,353.35	$ 4.69
Aug-04	FORESMAN #1	MID2046	726	$	3,325.08	$ 4.58
Sep-04	FORESMAN #1	MID2046	609	$	3,142.44	$ 5.16
Oct-04	FORESMAN #1	MID2046	740	$	3,537.20	$ 4.78
Nov-04	FORESMAN #1	MID2046	682	$	3,361.25	$ 4.93
Dec-04	FORESMAN #1	MID2046	840	$	3,643.10	$ 4.34
Jan-05	FORESMAN #1	MID2046	756	$	3,727.22	$ 4.93
Feb-05	FORESMAN #1	MID2046	601	$	3,348.72	$ 5.57
Mar-05	FORESMAN #1	MID2046	741	$	4,423.59	$ 5.97
Apr-05	FORESMAN #1	MID2046	628	$	3,737.85	$ 5.95
May-05	FORESMAN #1	MID2046	646	$	3,959.09	$ 6.13
Jun-05	FORESMAN #1	MID2046	570	$	3,527.61	$ 6.19
Jul-05	FORESMAN #1	MID2046	593	$	4,093.48	$ 6.90
Aug-05	FORESMAN #1	MID2046	613	$	3,811.27	$ 6.22
Sep-05	FORESMAN #1	MID2046	543	$	3,098.36	$ 5.71
Oct-05	FORESMAN #1	MID2046	594	$	3,816.99	$ 6.43
Nov-05	FORESMAN #1	MID2046	552	$	3,953.09	$ 7.16
Dec-05	FORESMAN #1	MID2046	593	$	6,068.70	$ 10.23
Jan-06	FORESMAN #1	MID2046	543	$	7,219.72	$ 13.30
Feb-06	FORESMAN #1	MID2046	569	$	7,445.93	$ 13.09
Mar-06	FORESMAN #1	MID2046	527	$	5,508.85	$ 10.45
Apr-06	FORESMAN #1	MID2046	531	$	5,583.31	$ 10.51
May-06	FORESMAN #1	MID2046	469	$	3,609.45	$ 7.70
Jun-06	FORESMAN #1	MID2046	495	$	3,235.99	$ 6.54
Jul-06	FORESMAN #1	MID2046	489	$	3,282.47	$ 6.71
Aug-06	FORESMAN #1	MID2046	479	$	3,136.71	$ 6.55
Sep-06	FORESMAN #1	MID2046	468	$	2,521.79	$ 5.39
Oct-06	FORESMAN #1	MID2046	479	$	2,533.48	$ 5.29
Nov-06	FORESMAN #1	MID2046	508	$	3,232.26	$ 6.36
Dec-06	FORESMAN #1	MID2046	-	$	-	$ -
Jan-07	FORESMAN #1	MID2046	450	$	1,651.67	$ 3.67
Feb-07	FORESMAN #1	MID2046	400	$	2,590.43	$ 6.48
Mar-07	FORESMAN #1	MID2046	517	$	3,887.69	$ 7.52
Apr-07	FORESMAN #1	MID2046	511	$	2,864.83	$ 5.61
May-07	FORESMAN #1	MID2046	445	$	2,760.66	$ 6.20

Jun-07	FORESMAN #1	MID2046	417	$	3,087.13	$ 7.40
Jul-07	FORESMAN #1	MID2046	479	$	3,353.68	$ 7.00
Aug-07	FORESMAN #1	MID2046	487	$	3,198.78	$ 6.57
Sep-07	FORESMAN #1	MID2046	307	$	2,119.55	$ 6.90
Oct-07	FORESMAN #1	MID2046	332	$	2,090.03	$ 6.30
Nov-07	FORESMAN #1	MID2046	353	$	1,868.42	$ 5.29
Dec-07	FORESMAN #1	MID2046	332	$	1,533.45	$ 4.62
Jan-08	FORESMAN #1	MID2046	365	$	2,039.89	$ 5.59
Feb-08	FORESMAN #1	MID2046	233	$	1,502.13	$ 6.45
Mar-08	FORESMAN #1	MID2046	310	$	1,978.00	$ 6.38
Apr-08	FORESMAN #1	MID2046	265	$	1,679.76	$ 6.34
			66,289	$	294,431.31	
Nov-01	FORESMAN #5	MID2047	1,444	$	4,375.32	$ 3.03
Dec-01	FORESMAN #5	MID2047	3,511	$	7,794.42	$ 2.22
Jan-02	FORESMAN #5	MID2047	4,219	$	7,805.15	$ 1.85
Feb-02	FORESMAN #5	MID2047	3,101	$	9,209.97	$ 2.97
Mar-02	FORESMAN #5	MID2047	1,643	$	3,598.17	$ 2.19
Apr-02	FORESMAN #5	MID2047	3,354	$	8,385.00	$ 2.50
May-02	FORESMAN #5	MID2047	2,089	$	4,052.66	$ 1.94
Jun-02	FORESMAN #5	MID2047	2,836	$	6,324.28	$ 2.23
Jul-02	FORESMAN #5	MID2047	1,705	$	5,319.60	$ 3.12
Aug-02	FORESMAN #5	MID2047	3,530	$	11,084.20	$ 3.14
Sep-02	FORESMAN #5	MID2047	2,382	$	7,670.04	$ 3.22
Oct-02	FORESMAN #5	MID2047	2,153	$	6,652.77	$ 3.09
Nov-02	FORESMAN #5	MID2047	129	$	379.26	$ 2.94
Dec-02	FORESMAN #5	MID2047	2,266	$	7,432.48	$ 3.28
Jan-03	FORESMAN #5	MID2047	3,014	$	9,825.64	$ 3.26
Feb-03	FORESMAN #5	MID2047	2,837	$	10,610.38	$ 3.74
Mar-03	FORESMAN #5	MID2047	2,147	$	8,437.71	$ 3.93
Apr-03	FORESMAN #5	MID2047	1,962	$	7,887.24	$ 4.02
May-03	FORESMAN #5	MID2047	1,674	$	7,014.06	$ 4.19
Jun-03	FORESMAN #5	MID2047	1,723	$	7,822.42	$ 4.54
Jul-03	FORESMAN #5	MID2047	1,724	$	8,378.64	$ 4.86
Aug-03	FORESMAN #5	MID2047	1,522	$	6,894.66	$ 4.53
Sep-03	FORESMAN #5	MID2047	879	$	3,814.86	$ 4.34
Oct-03	FORESMAN #5	MID2047	140	$	593.60	$ 4.24
Nov-03	FORESMAN #5	MID2047	1,980	$	8,256.60	$ 4.17
Dec-03	FORESMAN #5	MID2047	1,457	$	6,061.12	$ 4.16
Jan-04	FORESMAN #5	MID2047	1,433	$	5,660.35	$ 3.95
Feb-04	FORESMAN #5	MID2047	1,465	$	5,816.05	$ 3.97
Mar-04	FORESMAN #5	MID2047	1,355	$	5,514.85	$ 4.07
Apr-04	FORESMAN #5	MID2047	1,218	$	6,394.50	$ 5.25
May-04	FORESMAN #5	MID2047	1,129	$	5,419.20	$ 4.80
Jun-04	FORESMAN #5	MID2047	1,245	$	5,627.40	$ 4.52
Jul-04	FORESMAN #5	MID2047	1,128	$	5,290.32	$ 4.69
Aug-04	FORESMAN #5	MID2047	1,119	$	5,125.02	$ 4.58
Sep-04	FORESMAN #5	MID2047	1,141	$	5,887.56	$ 5.16
Oct-04	FORESMAN #5	MID2047	1,171	$	5,597.38	$ 4.78
Nov-04	FORESMAN #5	MID2047	1,114	$	5,490.37	$ 4.93
Dec-04	FORESMAN #5	MID2047	1,084	$	4,701.33	$ 4.34
Jan-05	FORESMAN #5	MID2047	1,033	$	5,092.88	$ 4.93

Feb-05	FORESMAN #5	MID2047	988	$	5,505.05	$ 5.57
Mar-05	FORESMAN #5	MID2047	941	$	5,617.55	$ 5.97
Apr-05	FORESMAN #5	MID2047	908	$	5,404.41	$ 5.95
May-05	FORESMAN #5	MID2047	865	$	5,301.25	$ 6.13
Jun-05	FORESMAN #5	MID2047	893	$	5,526.58	$ 6.19
Jul-05	FORESMAN #5	MID2047	902	$	6,226.51	$ 6.90
Aug-05	FORESMAN #5	MID2047	906	$	5,632.97	$ 6.22
Sep-05	FORESMAN #5	MID2047	855	$	4,878.63	$ 5.71
Oct-05	FORESMAN #5	MID2047	883	$	5,674.08	$ 6.43
Nov-05	FORESMAN #5	MID2047	836	$	5,986.93	$ 7.16
Dec-05	FORESMAN #5	MID2047	859	$	8,790.92	$ 10.23
Jan-06	FORESMAN #5	MID2047	808	$	10,743.16	$ 13.30
Feb-06	FORESMAN #5	MID2047	804	$	10,521.14	$ 13.09
Mar-06	FORESMAN #5	MID2047	851	$	8,895.69	$ 10.45
Apr-06	FORESMAN #5	MID2047	805	$	8,464.34	$ 10.51
May-06	FORESMAN #5	MID2047	721	$	5,548.86	$ 7.70
Jun-06	FORESMAN #5	MID2047	762	$	4,981.46	$ 6.54
Jul-06	FORESMAN #5	MID2047	764	$	5,128.44	$ 6.71
Aug-06	FORESMAN #5	MID2047	736	$	4,819.66	$ 6.55
Sep-06	FORESMAN #5	MID2047	787	$	4,240.70	$ 5.39
Oct-06	FORESMAN #5	MID2047	806	$	4,263.02	$ 5.29
Nov-06	FORESMAN #5	MID2047	691	$	4,396.64	$ 6.36
Dec-06	FORESMAN #5	MID2047	-	$	-	$ -
Jan-07	FORESMAN #5	MID2047	692	$	2,539.91	$ 3.67
Feb-07	FORESMAN #5	MID2047	659	$	4,267.72	$ 6.48
Mar-07	FORESMAN #5	MID2047	673	$	5,060.76	$ 7.52
Apr-07	FORESMAN #5	MID2047	670	$	3,756.24	$ 5.61
May-07	FORESMAN #5	MID2047	584	$	3,622.98	$ 6.20
Jun-07	FORESMAN #5	MID2047	659	$	4,878.70	$ 7.40
Jul-07	FORESMAN #5	MID2047	695	$	4,865.98	$ 7.00
Aug-07	FORESMAN #5	MID2047	614	$	4,032.96	$ 6.57
Sep-07	FORESMAN #5	MID2047	545	$	3,762.70	$ 6.90
Oct-07	FORESMAN #5	MID2047	607	$	3,821.24	$ 6.30
Nov-07	FORESMAN #5	MID2047	542	$	2,868.79	$ 5.29
Dec-07	FORESMAN #5	MID2047	589	$	2,720.48	$ 4.62
Jan-08	FORESMAN #5	MID2047	591	$	3,302.93	$ 5.59
Feb-08	FORESMAN #5	MID2047	529	$	3,410.41	$ 6.45
Mar-08	FORESMAN #5	MID2047	500	$	3,190.32	$ 6.38
Apr-08	FORESMAN #5	MID2047	573	$	3,632.08	$ 6.34
			99,149	$	443,579.65	
Nov-01	FORESMAN #6	MID2048	1,658	$	5,023.74	$ 3.03
Dec-01	FORESMAN #6	MID2048	3,509	$	7,789.98	$ 2.22
Jan-02	FORESMAN #6	MID2048	3,131	$	5,792.35	$ 1.85
Feb-02	FORESMAN #6	MID2048	1,901	$	5,645.97	$ 2.97
Mar-02	FORESMAN #6	MID2048	1,156	$	2,531.64	$ 2.19
Apr-02	FORESMAN #6	MID2048	1,664	$	4,160.00	$ 2.50
May-02	FORESMAN #6	MID2048	1,114	$	2,161.16	$ 1.94
Jun-02	FORESMAN #6	MID2048	1,647	$	3,672.81	$ 2.23
Jul-02	FORESMAN #6	MID2048	1,043	$	3,254.16	$ 3.12
Aug-02	FORESMAN #6	MID2048	-	$	-	$ -
Sep-02	FORESMAN #6	MID2048	979	$	3,152.38	$ 3.22

Oct-02	FORESMAN #6	MID2048	829	$	2,561.61	$ 3.09
Nov-02	FORESMAN #6	MID2048	183	$	538.02	$ 2.94
Dec-02	FORESMAN #6	MID2048	935	$	3,066.80	$ 3.28
Jan-03	FORESMAN #6	MID2048	1,222	$	3,983.72	$ 3.26
Feb-03	FORESMAN #6	MID2048	865	$	3,235.10	$ 3.74
Mar-03	FORESMAN #6	MID2048	653	$	2,566.29	$ 3.93
Apr-03	FORESMAN #6	MID2048	647	$	2,600.94	$ 4.02
May-03	FORESMAN #6	MID2048	546	$	2,287.74	$ 4.19
Jun-03	FORESMAN #6	MID2048	456	$	2,070.24	$ 4.54
Jul-03	FORESMAN #6	MID2048	471	$	2,289.06	$ 4.86
Aug-03	FORESMAN #6	MID2048	443	$	2,006.79	$ 4.53
Sep-03	FORESMAN #6	MID2048	231	$	1,002.54	$ 4.34
Oct-03	FORESMAN #6	MID2048	395	$	1,674.80	$ 4.24
Nov-03	FORESMAN #6	MID2048	585	$	2,439.45	$ 4.17
Dec-03	FORESMAN #6	MID2048	436	$	1,813.76	$ 4.16
Jan-04	FORESMAN #6	MID2048	341	$	1,346.95	$ 3.95
Feb-04	FORESMAN #6	MID2048	351	$	1,393.47	$ 3.97
Mar-04	FORESMAN #6	MID2048	355	$	1,444.85	$ 4.07
Apr-04	FORESMAN #6	MID2048	399	$	2,094.75	$ 5.25
May-04	FORESMAN #6	MID2048	343	$	1,646.40	$ 4.80
Jun-04	FORESMAN #6	MID2048	463	$	2,092.76	$ 4.52
Jul-04	FORESMAN #6	MID2048	353	$	1,655.57	$ 4.69
Aug-04	FORESMAN #6	MID2048	343	$	1,570.94	$ 4.58
Sep-04	FORESMAN #6	MID2048	399	$	2,058.84	$ 5.16
Oct-04	FORESMAN #6	MID2048	528	$	2,523.84	$ 4.78
Nov-04	FORESMAN #6	MID2048	366	$	1,803.83	$ 4.93
Dec-04	FORESMAN #6	MID2048	351	$	1,522.30	$ 4.34
Jan-05	FORESMAN #6	MID2048	293	$	1,444.55	$ 4.93
Feb-05	FORESMAN #6	MID2048	258	$	1,437.55	$ 5.57
Mar-05	FORESMAN #6	MID2048	285	$	1,701.38	$ 5.97
Apr-05	FORESMAN #6	MID2048	307	$	1,827.26	$ 5.95
May-05	FORESMAN #6	MID2048	341	$	2,089.86	$ 6.13
Jun-05	FORESMAN #6	MID2048	324	$	2,005.16	$ 6.19
Jul-05	FORESMAN #6	MID2048	210	$	1,449.63	$ 6.90
Aug-05	FORESMAN #6	MID2048	249	$	1,548.14	$ 6.22
Sep-05	FORESMAN #6	MID2048	246	$	1,403.68	$ 5.71
Oct-05	FORESMAN #6	MID2048	185	$	1,188.79	$ 6.43
Nov-05	FORESMAN #6	MID2048	295	$	2,112.61	$ 7.16
Dec-05	FORESMAN #6	MID2048	247	$	2,527.78	$ 10.23
Jan-06	FORESMAN #6	MID2048	198	$	2,632.61	$ 13.30
Feb-06	FORESMAN #6	MID2048	231	$	3,022.87	$ 13.09
Mar-06	FORESMAN #6	MID2048	221	$	2,310.17	$ 10.45
Apr-06	FORESMAN #6	MID2048	288	$	3,028.24	$ 10.51
May-06	FORESMAN #6	MID2048	232	$	1,785.48	$ 7.70
Jun-06	FORESMAN #6	MID2048	305	$	1,993.89	$ 6.54
Jul-06	FORESMAN #6	MID2048	221	$	1,483.49	$ 6.71
Aug-06	FORESMAN #6	MID2048	263	$	1,722.24	$ 6.55
Sep-06	FORESMAN #6	MID2048	233	$	1,255.51	$ 5.39
Oct-06	FORESMAN #6	MID2048	239	$	1,264.09	$ 5.29
Nov-06	FORESMAN #6	MID2048	218	$	1,387.07	$ 6.36
Dec-06	FORESMAN #6	MID2048	-	$	-	$ -
Jan-07	FORESMAN #6	MID2048	210	$	770.78	$ 3.67

Feb-07	FORESMAN #6	MID2048	192	$	1,243.40	$ 6.48
Mar-07	FORESMAN #6	MID2048	210	$	1,579.14	$ 7.52
Apr-07	FORESMAN #6	MID2048	279	$	1,564.16	$ 5.10
May-07	FORESMAN #6	MID2048	243	$	1,507.51	$ 6.20
Jun-07	FORESMAN #6	MID2048	288	$	2,132.12	$ 7.40
Jul-07	FORESMAN #6	MID2048	276	$	1,932.39	$ 7.00
Aug-07	FORESMAN #6	MID2048	355	$	2,331.76	$ 6.57
Sep-07	FORESMAN #6	MID2048	302	$	2,085.02	$ 6.90
Oct-07	FORESMAN #6	MID2048	278	$	1,750.10	$ 6.30
Nov-07	FORESMAN #6	MID2048	343	$	1,815.49	$ 5.29
Dec-07	FORESMAN #6	MID2048	290	$	1,339.45	$ 5.29
Jan-08	FORESMAN #6	MID2048	329	$	1,838.69	$ 4.62
Feb-08	FORESMAN #6	MID2048	320	$	2,063.01	$ 6.45
Mar-08	FORESMAN #6	MID2048	229	$	1,461.17	$ 6.38
Apr-08	FORESMAN #6	MID2048	271	$	1,717.78	$ 6.34
			41,595	$	168,229.57	

Dec-01	SGL,(TR100) #21	MID2049	1,296	$	2,877.12	$ 2.22
Jan-02	SGL,(TR100) #21	MID2049	2,351	$	4,349.35	$ 1.85
Feb-02	SGL,(TR100) #21	MID2049	1,697	$	5,040.09	$ 2.97
Mar-02	SGL,(TR100) #21	MID2049	1,064	$	2,330.16	$ 2.19
Apr-02	SGL,(TR100) #21	MID2049	2,600	$	6,500.00	$ 2.50
May-02	SGL,(TR100) #21	MID2049	1,164	$	2,258.16	$ 1.94
Jun-02	SGL,(TR100) #21	MID2049	1,344	$	2,997.12	$ 2.23
Jul-02	SGL,(TR100) #21	MID2049	1,586	$	4,948.32	$ 3.12
Aug-02	SGL,(TR100) #21	MID2049	2,273	$	7,137.22	$ 3.14
Sep-02	SGL,(TR100) #21	MID2049	1,697	$	5,464.34	$ 3.22
Oct-02	SGL,(TR100) #21	MID2049	1,295	$	4,001.55	$ 3.09
Nov-02	SGL,(TR100) #21	MID2049	524	$	1,540.56	$ 2.94
Dec-02	SGL,(TR100) #21	MID2049	1,796	$	5,890.88	$ 3.28
Jan-03	SGL,(TR100) #21	MID2049	1,506	$	4,909.56	$ 3.26
Feb-03	SGL,(TR100) #21	MID2049	1,020	$	3,814.80	$ 3.74
Mar-03	SGL,(TR100) #21	MID2049	1,296	$	5,093.28	$ 3.93
Apr-03	SGL,(TR100) #21	MID2049	1,109	$	4,458.18	$ 4.02
May-03	SGL,(TR100) #21	MID2049	934	$	3,913.46	$ 4.19
Jun-03	SGL,(TR100) #21	MID2049	1,013	$	4,599.02	$ 4.54
Jul-03	SGL,(TR100) #21	MID2049	1,037	$	5,039.82	$ 4.86
Aug-03	SGL,(TR100) #21	MID2049	883	$	3,999.99	$ 4.53
Sep-03	SGL,(TR100) #21	MID2049	697	$	3,024.98	$ 4.34
Oct-03	SGL,(TR100) #21	MID2049	882	$	3,739.68	$ 4.24
Nov-03	SGL,(TR100) #21	MID2049	1,033	$	4,307.61	$ 4.17
Dec-03	SGL,(TR100) #21	MID2049	899	$	3,739.84	$ 4.16
Jan-04	SGL,(TR100) #21	MID2049	857	$	3,385.15	$ 3.95
Feb-04	SGL,(TR100) #21	MID2049	825	$	3,275.25	$ 3.97
Mar-04	SGL,(TR100) #21	MID2049	839	$	3,414.73	$ 4.07
Apr-04	SGL,(TR100) #21	MID2049	732	$	3,843.00	$ 5.25
May-04	SGL,(TR100) #21	MID2049	738	$	3,542.40	$ 4.80
Jun-04	SGL,(TR100) #21	MID2049	792	$	3,579.84	$ 4.52
Jul-04	SGL,(TR100) #21	MID2049	734	$	3,442.46	$ 4.69
Aug-04	SGL,(TR100) #21	MID2049	692	$	3,169.36	$ 4.58
Sep-04	SGL,(TR100) #21	MID2049	767	$	3,957.72	$ 5.16
Oct-04	SGL,(TR100) #21	MID2049	771	$	3,685.38	$ 4.78

Nov-04	SGL,(TR100) #21	MID2049	742	$	3,686.53	$ 4.93
Dec-04	SGL,(TR100) #21	MID2049	702	$	3,044.59	$ 4.34
Jan-05	SGL,(TR100) #21	MID2049	694	$	3,421.55	$ 4.93
Feb-05	SGL,(TR100) #21	MID2049	644	$	3,588.31	$ 5.57
Mar-05	SGL,(TR100) #21	MID2049	670	$	3,999.74	$ 5.97
Apr-05	SGL,(TR100) #21	MID2049	654	$	3,892.61	$ 5.95
May-05	SGL,(TR100) #21	MID2049	573	$	3,511.70	$ 6.13
Jun-05	SGL,(TR100) #21	MID2049	596	$	3,688.51	$ 6.19
Jul-05	SGL,(TR100) #21	MID2049	593	$	4,093.48	$ 6.90
Aug-05	SGL,(TR100) #21	MID2049	619	$	3,848.57	$ 6.22
Sep-05	SGL,(TR100) #21	MID2049	589	$	3,360.83	$ 5.71
Oct-05	SGL,(TR100) #21	MID2049	610	$	3,919.81	$ 6.43
Nov-05	SGL,(TR100) #21	MID2049	566	$	4,053.35	$ 7.16
Dec-05	SGL,(TR100) #21	MID2049	572	$	5,853.79	$ 10.23
Jan-06	SGL,(TR100) #21	MID2049	574	$	7,631.89	$ 13.30
Feb-06	SGL,(TR100) #21	MID2049	553	$	7,236.56	$ 13.09
Mar-06	SGL,(TR100) #21	MID2049	583	$	6,094.22	$ 10.45
Apr-06	SGL,(TR100) #21	MID2049	570	$	5,993.38	$ 10.51
May-06	SGL,(TR100) #21	MID2049	515	$	3,963.47	$ 7.70
Jun-06	SGL,(TR100) #21	MID2049	551	$	3,602.08	$ 6.54
Jul-06	SGL,(TR100) #21	MID2049	528	$	3,544.26	$ 6.71
Aug-06	SGL,(TR100) #21	MID2049	509	$	3,333.16	$ 6.55
Sep-06	SGL,(TR100) #21	MID2049	510	$	2,748.11	$ 5.39
Oct-06	SGL,(TR100) #21	MID2049	522	$	2,760.92	$ 5.29
Nov-06	SGL,(TR100) #21	MID2049	522	$	3,321.33	$ 6.36
Dec-06	SGL,(TR100) #21	MID2049	525	$	3,239.23	$ 6.17
Jan-07	SGL,(TR100) #21	MID2049	515	$	1,890.25	$ 3.67
Feb-07	SGL,(TR100) #21	MID2049	489	$	3,166.79	$ 6.48
Mar-07	SGL,(TR100) #21	MID2049	521	$	3,917.77	$ 7.52
Apr-07	SGL,(TR100) #21	MID2049	515	$	2,887.26	$ 5.61
May-07	SGL,(TR100) #21	MID2049	449	$	2,785.47	$ 6.20
Jun-07	SGL,(TR100) #21	MID2049	503	$	3,723.80	$ 7.40
Jul-07	SGL,(TR100) #21	MID2049	489	$	3,423.69	$ 7.00
Aug-07	SGL,(TR100) #21	MID2049	477	$	3,133.10	$ 6.57
Sep-07	SGL,(TR100) #21	MID2049	462	$	3,189.67	$ 6.90
Oct-07	SGL,(TR100) #21	MID2049	455	$	2,864.36	$ 6.30
Nov-07	SGL,(TR100) #21	MID2049	469	$	2,482.41	$ 5.29
Dec-07	SGL,(TR100) #21	MID2049	469	$	2,166.22	$ 4.62
Jan-08	SGL,(TR100) #21	MID2049	484	$	2,704.94	$ 5.59
Feb-08	SGL,(TR100) #21	MID2049	457	$	2,946.23	$ 6.45
Mar-08	SGL,(TR100) #21	MID2049	473	$	3,018.04	$ 6.38
Apr-08	SGL,(TR100) #21	MID2049	463	$	2,934.82	$ 6.34
			63,719	$	295,937.18	
Dec-01	SGL,(TR100) #20	MID2050	4,524	$	10,043.28	$ 2.22
Jan-02	SGL,(TR100) #20	MID2050	6,463	$	11,956.55	$ 1.85
Feb-02	SGL,(TR100) #20	MID2050	9,677	$	28,740.69	$ 2.97
Mar-02	SGL,(TR100) #20	MID2050	4,749	$	10,400.31	$ 2.19
Apr-02	SGL,(TR100) #20	MID2050	7,075	$	17,687.50	$ 2.50
May-02	SGL,(TR100) #20	MID2050	3,611	$	7,005.34	$ 1.94
Jun-02	SGL,(TR100) #20	MID2050	4,603	$	10,264.69	$ 2.23
Jul-02	SGL,(TR100) #20	MID2050	6,370	$	19,874.40	$ 3.12

Aug-02	SGL,(TR100) #20	MID2050	3,285	$	10,314.90	$ 3.14
Sep-02	SGL,(TR100) #20	MID2050	4,321	$	13,913.62	$ 3.22
Oct-02	SGL,(TR100) #20	MID2050	2,636	$	8,145.24	$ 3.09
Nov-02	SGL,(TR100) #20	MID2050	640	$	1,881.60	$ 2.94
Dec-02	SGL,(TR100) #20	MID2050	2,867	$	9,403.76	$ 3.28
Jan-03	SGL,(TR100) #20	MID2050	3,649	$	11,895.74	$ 3.26
Feb-03	SGL,(TR100) #20	MID2050	3,296	$	12,327.04	$ 3.74
Mar-03	SGL,(TR100) #20	MID2050	2,562	$	10,068.66	$ 3.93
Apr-03	SGL,(TR100) #20	MID2050	2,537	$	10,198.74	$ 4.02
May-03	SGL,(TR100) #20	MID2050	1,890	$	7,919.10	$ 4.19
Jun-03	SGL,(TR100) #20	MID2050	1,761	$	7,994.94	$ 4.54
Jul-03	SGL,(TR100) #20	MID2050	2,010	$	9,768.60	$ 4.86
Aug-03	SGL,(TR100) #20	MID2050	1,537	$	6,962.61	$ 4.53
Sep-03	SGL,(TR100) #20	MID2050	1,257	$	5,455.38	$ 4.34
Oct-03	SGL,(TR100) #20	MID2050	1,644	$	6,970.56	$ 4.24
Nov-03	SGL,(TR100) #20	MID2050	1,947	$	8,118.99	$ 4.17
Dec-03	SGL,(TR100) #20	MID2050	1,619	$	6,735.04	$ 4.16
Jan-04	SGL,(TR100) #20	MID2050	1,406	$	5,553.70	$ 3.95
Feb-04	SGL,(TR100) #20	MID2050	1,204	$	4,779.88	$ 3.97
Mar-04	SGL,(TR100) #20	MID2050	1,265	$	5,148.55	$ 4.07
Apr-04	SGL,(TR100) #20	MID2050	1,441	$	7,565.25	$ 5.25
May-04	SGL,(TR100) #20	MID2050	1,276	$	6,124.80	$ 4.80
Jun-04	SGL,(TR100) #20	MID2050	1,312	$	5,930.24	$ 4.52
Jul-04	SGL,(TR100) #20	MID2050	1,277	$	5,989.13	$ 4.69
Aug-04	SGL,(TR100) #20	MID2050	1,212	$	5,550.96	$ 4.58
Sep-04	SGL,(TR100) #20	MID2050	1,413	$	7,291.08	$ 5.16
Oct-04	SGL,(TR100) #20	MID2050	1,326	$	6,338.28	$ 4.78
Nov-04	SGL,(TR100) #20	MID2050	1,280	$	6,308.50	$ 4.93
Dec-04	SGL,(TR100) #20	MID2050	1,222	$	5,299.84	$ 4.34
Jan-05	SGL,(TR100) #20	MID2050	1,218	$	6,004.97	$ 4.93
Feb-05	SGL,(TR100) #20	MID2050	1,188	$	6,619.43	$ 5.57
Mar-05	SGL,(TR100) #20	MID2050	1,468	$	8,763.61	$ 5.97
Apr-05	SGL,(TR100) #20	MID2050	1,296	$	7,713.79	$ 5.95
May-05	SGL,(TR100) #20	MID2050	1,402	$	8,592.33	$ 6.13
Jun-05	SGL,(TR100) #20	MID2050	1,502	$	9,295.56	$ 6.19
Jul-05	SGL,(TR100) #20	MID2050	1,421	$	9,809.16	$ 6.90
Aug-05	SGL,(TR100) #20	MID2050	1,455	$	9,046.32	$ 6.22
Sep-05	SGL,(TR100) #20	MID2050	1,255	$	7,161.03	$ 5.71
Oct-05	SGL,(TR100) #20	MID2050	1,423	$	9,144.07	$ 6.43
Nov-05	SGL,(TR100) #20	MID2050	1,213	$	8,686.76	$ 7.16
Dec-05	SGL,(TR100) #20	MID2050	1,265	$	12,945.89	$ 10.23
Jan-06	SGL,(TR100) #20	MID2050	1,268	$	16,859.30	$ 13.30
Feb-06	SGL,(TR100) #20	MID2050	1,149	$	15,035.81	$ 13.09
Mar-06	SGL,(TR100) #20	MID2050	1,088	$	11,373.10	$ 10.45
Apr-06	SGL,(TR100) #20	MID2050	1,118	$	11,755.44	$ 10.51
May-06	SGL,(TR100) #20	MID2050	866	$	6,664.79	$ 7.70
Jun-06	SGL,(TR100) #20	MID2050	969	$	6,334.69	$ 6.54
Jul-06	SGL,(TR100) #20	MID2050	843	$	5,658.74	$ 6.71
Aug-06	SGL,(TR100) #20	MID2050	972	$	6,365.10	$ 6.55
Sep-06	SGL,(TR100) #20	MID2050	736	$	3,965.90	$ 5.39
Oct-06	SGL,(TR100) #20	MID2050	754	$	3,987.99	$ 5.29
Nov-06	SGL,(TR100) #20	MID2050	854	$	5,433.76	$ 6.36

Dec-06 SGL,(TR100) #20	MID2050	951	$	5,867.62	$	6.17
Jan-07 SGL,(TR100) #20	MID2050	592	$	2,172.87	$	3.67
Feb-07 SGL,(TR100) #20	MID2050	660	$	4,274.20	$	6.48
Mar-07 SGL,(TR100) #20	MID2050	419	$	3,150.76	$	7.52
Apr-07 SGL,(TR100) #20	MID2050	762	$	4,272.03	$	5.61
May-07 SGL,(TR100) #20	MID2050	664	$	4,119.28	$	6.20
Jun-07 SGL,(TR100) #20	MID2050	683	$	5,056.37	$	7.40
Jul-07 SGL,(TR100) #20	MID2050	691	$	4,837.98	$	7.00
Aug-07 SGL,(TR100) #20	MID2050	670	$	4,400.78	$	6.57
Sep-07 SGL,(TR100) #20	MID2050	749	$	5,171.13	$	6.90
Oct-07 SGL,(TR100) #20	MID2050	843	$	5,306.93	$	6.30
Nov-07 SGL,(TR100) #20	MID2050	890	$	4,710.75	$	5.29
Dec-07 SGL,(TR100) #20	MID2050	874	$	4,036.84	$	4.62
Jan-08 SGL,(TR100) #20	MID2050	924	$	5,163.98	$	5.59
Feb-08 SGL,(TR100) #20	MID2050	700	$	4,512.82	$	6.45
Mar-08 SGL,(TR100) #20	MID2050	797	$	5,085.38	$	6.38
Apr-08 SGL,(TR100) #20	MID2050	597	$	3,784.20	$	6.34
		141,353	$	609,068.95		
Dec-01 FORESMAN,L #4	MID2051	530	$	1,176.60	$	2.22
Jan-02 FORESMAN,L #4	MID2051	3,056	$	5,653.60	$	1.85
Feb-02 FORESMAN,L #4	MID2051	4,800	$	14,256.00	$	2.97
Mar-02 FORESMAN,L #4	MID2051	1,932	$	4,231.08	$	2.19
Apr-02 FORESMAN,L #4	MID2051	3,511	$	8,777.50	$	2.50
May-02 FORESMAN,L #4	MID2051	2,215	$	4,297.10	$	1.94
Jun-02 FORESMAN,L #4	MID2051	3,746	$	8,353.58	$	2.23
Jul-02 FORESMAN,L #4	MID2051	2,483	$	7,746.96	$	3.12
Aug-02 FORESMAN,L #4	MID2051	4,099	$	12,870.86	$	3.14
Sep-02 FORESMAN,L #4	MID2051	3,155	$	10,159.10	$	3.22
Oct-02 FORESMAN,L #4	MID2051	2,837	$	8,766.33	$	3.09
Nov-02 FORESMAN,L #4	MID2051	246	$	723.24	$	2.94
Dec-02 FORESMAN,L #4	MID2051	2,790	$	9,151.20	$	3.28
Jan-03 FORESMAN,L #4	MID2051	3,061	$	9,978.86	$	3.26
Feb-03 FORESMAN,L #4	MID2051	2,839	$	10,617.86	$	3.74
Mar-03 FORESMAN,L #4	MID2051	2,221	$	8,728.53	$	3.93
Apr-03 FORESMAN,L #4	MID2051	2,234	$	8,980.68	$	4.02
May-03 FORESMAN,L #4	MID2051	1,715	$	7,185.85	$	4.19
Jun-03 FORESMAN,L #4	MID2051	1,434	$	6,510.36	$	4.54
Jul-03 FORESMAN,L #4	MID2051	1,517	$	7,372.62	$	4.86
Aug-03 FORESMAN,L #4	MID2051	1,290	$	5,843.70	$	4.53
Sep-03 FORESMAN,L #4	MID2051	580	$	2,517.20	$	4.34
Oct-03 FORESMAN,L #4	MID2051	-	$	-	$	-
Nov-03 FORESMAN,L #4	MID2051	1,968	$	8,206.56	$	4.17
Dec-03 FORESMAN,L #4	MID2051	1,196	$	4,975.36	$	4.16
Jan-04 FORESMAN,L #4	MID2051	1,004	$	3,965.80	$	3.95
Feb-04 FORESMAN,L #4	MID2051	1,006	$	3,993.82	$	3.97
Mar-04 FORESMAN,L #4	MID2051	926	$	3,768.82	$	4.07
Apr-04 FORESMAN,L #4	MID2051	920	$	4,830.00	$	5.25
May-04 FORESMAN,L #4	MID2051	902	$	4,329.60	$	4.80
Jun-04 FORESMAN,L #4	MID2051	947	$	4,280.44	$	4.52
Jul-04 FORESMAN,L #4	MID2051	877	$	4,113.13	$	4.69
Aug-04 FORESMAN,L #4	MID2051	844	$	3,865.52	$	4.58

Sep-04	FORESMAN,L #4	MID2051	671	$	3,462.36	$	5.16
Oct-04	FORESMAN,L #4	MID2051	713	$	3,408.14	$	4.78
Nov-04	FORESMAN,L #4	MID2051	765	$	3,770.32	$	4.93
Dec-04	FORESMAN,L #4	MID2051	718	$	3,113.98	$	4.34
Jan-05	FORESMAN,L #4	MID2051	725	$	3,574.39	$	4.93
Feb-05	FORESMAN,L #4	MID2051	601	$	3,348.72	$	5.57
Mar-05	FORESMAN,L #4	MID2051	584	$	3,486.34	$	5.97
Apr-05	FORESMAN,L #4	MID2051	628	$	3,737.85	$	5.95
May-05	FORESMAN,L #4	MID2051	573	$	3,511.70	$	6.13
Jun-05	FORESMAN,L #4	MID2051	557	$	3,447.15	$	6.19
Jul-05	FORESMAN,L #4	MID2051	519	$	3,582.66	$	6.90
Aug-05	FORESMAN,L #4	MID2051	550	$	3,419.58	$	6.22
Sep-05	FORESMAN,L #4	MID2051	529	$	3,018.47	$	5.71
Oct-05	FORESMAN,L #4	MID2051	470	$	3,020.17	$	6.43
Nov-05	FORESMAN,L #4	MID2051	514	$	3,680.96	$	7.16
Dec-05	FORESMAN,L #4	MID2051	466	$	4,769.00	$	10.23
Jan-06	FORESMAN,L #4	MID2051	475	$	6,315.59	$	13.30
Feb-06	FORESMAN,L #4	MID2051	494	$	6,464.48	$	13.09
Mar-06	FORESMAN,L #4	MID2051	475	$	4,965.28	$	10.45
Apr-06	FORESMAN,L #4	MID2051	424	$	4,458.23	$	10.51
May-06	FORESMAN,L #4	MID2051	414	$	3,186.17	$	7.70
Jun-06	FORESMAN,L #4	MID2051	374	$	2,444.97	$	6.54
Jul-06	FORESMAN,L #4	MID2051	387	$	2,597.79	$	6.71
Aug-06	FORESMAN,L #4	MID2051	369	$	2,416.37	$	6.55
Sep-06	FORESMAN,L #4	MID2051	373	$	2,009.89	$	5.39
Oct-06	FORESMAN,L #4	MID2051	382	$	2,020.44	$	5.29
Nov-06	FORESMAN,L #4	MID2051	429	$	2,729.60	$	6.36
Dec-06	FORESMAN,L #4	MID2051	-	$	-	$	-
Jan-07	FORESMAN,L #4	MID2051	383	$	1,405.75	$	3.67
Feb-07	FORESMAN,L #4	MID2051	353	$	2,286.04	$	6.48
Mar-07	FORESMAN,L #4	MID2051	368	$	2,767.26	$	7.52
Apr-07	FORESMAN,L #4	MID2051	467	$	2,618.15	$	5.61
May-07	FORESMAN,L #4	MID2051	406	$	2,518.71	$	6.20
Jun-07	FORESMAN,L #4	MID2051	343	$	2,539.30	$	7.40
Jul-07	FORESMAN,L #4	MID2051	301	$	2,107.43	$	7.00
Aug-07	FORESMAN,L #4	MID2051	363	$	2,384.31	$	6.57
Sep-07	FORESMAN,L #4	MID2051	379	$	2,616.63	$	6.90
Oct-07	FORESMAN,L #4	MID2051	404	$	2,543.30	$	6.30
Nov-07	FORESMAN,L #4	MID2051	408	$	2,159.53	$	5.29
Dec-07	FORESMAN,L #4	MID2051	400	$	1,847.53	$	4.62
Jan-08	FORESMAN,L #4	MID2051	343	$	1,916.93	$	5.59
Feb-08	FORESMAN,L #4	MID2051	264	$	1,701.98	$	6.45
Mar-08	FORESMAN,L #4	MID2051	480	$	3,062.71	$	6.38
Apr-08	FORESMAN,L #4	MID2051	460	$	2,915.80	$	6.34
			83,182	$	343,579.82		
Dec-01	SGL,(TR100) #19	MID2052	1,455	$	3,230.10	$	2.22
Jan-02	SGL,(TR100) #19	MID2052	3,062	$	5,664.70	$	1.85
Feb-02	SGL,(TR100) #19	MID2052	4,656	$	13,828.32	$	2.97
Mar-02	SGL,(TR100) #19	MID2052	2,267	$	4,964.73	$	2.19
Apr-02	SGL,(TR100) #19	MID2052	4,911	$	12,277.50	$	2.50
May-02	SGL,(TR100) #19	MID2052	2,875	$	5,577.50	$	1.94

Jun-02 SGL,(TR100) #19	MID2052	4,433	$ 9,885.59	$	2.23
Jul-02 SGL,(TR100) #19	MID2052	4,171	$ 13,013.52	$	3.12
Aug-02 SGL,(TR100) #19	MID2052	5,522	$ 17,339.08	$	3.14
Sep-02 SGL,(TR100) #19	MID2052	3,769	$ 12,136.18	$	3.22
Oct-02 SGL,(TR100) #19	MID2052	4,050	$ 12,514.50	$	3.09
Nov-02 SGL,(TR100) #19	MID2052	1,099	$ 3,231.06	$	2.94
Dec-02 SGL,(TR100) #19	MID2052	4,233	$ 13,884.24	$	3.28
Jan-03 SGL,(TR100) #19	MID2052	4,093	$ 13,343.18	$	3.26
Feb-03 SGL,(TR100) #19	MID2052	4,002	$ 14,967.48	$	3.74
Mar-03 SGL,(TR100) #19	MID2052	3,477	$ 13,664.61	$	3.93
Apr-03 SGL,(TR100) #19	MID2052	3,340	$ 13,426.80	$	4.02
May-03 SGL,(TR100) #19	MID2052	2,831	$ 11,861.89	$	4.19
Jun-03 SGL,(TR100) #19	MID2052	2,829	$ 12,843.66	$	4.54
Jul-03 SGL,(TR100) #19	MID2052	2,825	$ 13,729.50	$	4.86
Aug-03 SGL,(TR100) #19	MID2052	2,459	$ 11,139.27	$	4.53
Sep-03 SGL,(TR100) #19	MID2052	1,676	$ 7,273.84	$	4.34
Oct-03 SGL,(TR100) #19	MID2052	1,892	$ 8,022.08	$	4.24
Nov-03 SGL,(TR100) #19	MID2052	2,665	$ 11,113.05	$	4.17
Dec-03 SGL,(TR100) #19	MID2052	2,359	$ 9,813.44	$	4.16
Jan-04 SGL,(TR100) #19	MID2052	2,202	$ 8,697.90	$	3.95
Feb-04 SGL,(TR100) #19	MID2052	2,147	$ 8,523.59	$	3.97
Mar-04 SGL,(TR100) #19	MID2052	2,031	$ 8,266.17	$	4.07
Apr-04 SGL,(TR100) #19	MID2052	1,884	$ 9,891.00	$	5.25
May-04 SGL,(TR100) #19	MID2052	1,753	$ 8,414.40	$	4.80
Jun-04 SGL,(TR100) #19	MID2052	1,901	$ 8,592.52	$	4.52
Jul-04 SGL,(TR100) #19	MID2052	1,784	$ 8,366.96	$	4.69
Aug-04 SGL,(TR100) #19	MID2052	1,339	$ 6,132.62	$	4.58
Sep-04 SGL,(TR100) #19	MID2052	1,874	$ 9,669.84	$	5.16
Oct-04 SGL,(TR100) #19	MID2052	1,855	$ 8,866.90	$	4.78
Nov-04 SGL,(TR100) #19	MID2052	1,646	$ 8,112.34	$	4.93
Dec-04 SGL,(TR100) #19	MID2052	1,634	$ 7,086.70	$	4.34
Jan-05 SGL,(TR100) #19	MID2052	1,665	$ 8,208.77	$	4.93
Feb-05 SGL,(TR100) #19	MID2052	1,475	$ 8,218.57	$	5.57
Mar-05 SGL,(TR100) #19	MID2052	1,596	$ 9,527.74	$	5.97
Apr-05 SGL,(TR100) #19	MID2052	1,402	$ 8,344.70	$	5.95
May-05 SGL,(TR100) #19	MID2052	1,304	$ 7,991.72	$	6.13
Jun-05 SGL,(TR100) #19	MID2052	1,243	$ 7,692.66	$	6.19
Jul-05 SGL,(TR100) #19	MID2052	1,310	$ 8,599.63	$	6.56
Aug-05 SGL,(TR100) #19	MID2052	1,303	$ 8,101.28	$	6.22
Sep-05 SGL,(TR100) #19	MID2052	1,214	$ 6,927.08	$	5.71
Oct-05 SGL,(TR100) #19	MID2052	1,234	$ 7,929.58	$	6.43
Nov-05 SGL,(TR100) #19	MID2052	1,372	$ 9,825.43	$	7.16
Dec-05 SGL,(TR100) #19	MID2052	1,250	$ 12,792.38	$	10.23
Jan-06 SGL,(TR100) #19	MID2052	1,220	$ 16,221.10	$	13.30
Feb-06 SGL,(TR100) #19	MID2052	1,180	$ 15,441.48	$	13.09
Mar-06 SGL,(TR100) #19	MID2052	1,236	$ 12,920.18	$	10.45
Apr-06 SGL,(TR100) #19	MID2052	1,185	$ 12,459.92	$	10.51
May-06 SGL,(TR100) #19	MID2052	899	$ 6,918.76	$	7.70
Jun-06 SGL,(TR100) #19	MID2052	1,041	$ 6,805.38	$	6.54
Jul-06 SGL,(TR100) #19	MID2052	967	$ 6,491.12	$	6.71
Aug-06 SGL,(TR100) #19	MID2052	970	$ 6,351.99	$	6.55
Sep-06 SGL,(TR100) #19	MID2052	859	$ 4,628.67	$	5.39

Oct-06	SGL,(TR100) #19	MID2052	880	$	4,654.42	$ 5.29
Nov-06	SGL,(TR100) #19	MID2052	945	$	6,012.77	$ 6.36
Dec-06	SGL,(TR100) #19	MID2052	887	$	5,472.75	$ 6.17
Jan-07	SGL,(TR100) #19	MID2052	996	$	3,655.71	$ 3.67
Feb-07	SGL,(TR100) #19	MID2052	924	$	5,983.87	$ 6.48
Mar-07	SGL,(TR100) #19	MID2052	923	$	6,940.69	$ 7.52
Apr-07	SGL,(TR100) #19	MID2052	983	$	5,511.02	$ 5.61
May-07	SGL,(TR100) #19	MID2052	856	$	5,310.40	$ 6.20
Jun-07	SGL,(TR100) #19	MID2052	882	$	6,529.61	$ 7.40
Jul-07	SGL,(TR100) #19	MID2052	790	$	5,531.12	$ 7.00
Aug-07	SGL,(TR100) #19	MID2052	836	$	5,491.13	$ 6.57
Sep-07	SGL,(TR100) #19	MID2052	813	$	5,612.98	$ 6.90
Oct-07	SGL,(TR100) #19	MID2052	822	$	5,174.73	$ 6.30
Nov-07	SGL,(TR100) #19	MID2052	830	$	4,393.17	$ 5.29
Dec-07	SGL,(TR100) #19	MID2052	809	$	3,736.62	$ 4.62
Jan-08	SGL,(TR100) #19	MID2052	826	$	4,616.28	$ 5.59
Feb-08	SGL,(TR100) #19	MID2052	802	$	5,170.41	$ 6.45
Mar-08	SGL,(TR100) #19	MID2052	746	$	4,759.97	$ 6.38
Apr-08	SGL,(TR100) #19	MID2052	747	$	4,735.01	$ 6.34
			145,223	$	661,057.56	

Dec-01	SGL,(TR100) #22	MID2053	898	$	1,993.56	$ 2.22
Jan-02	SGL,(TR100) #22	MID2053	2,485	$	4,597.25	$ 1.85
Feb-02	SGL,(TR100) #22	MID2053	2,431	$	7,220.07	$ 2.97
Mar-02	SGL,(TR100) #22	MID2053	1,098	$	2,404.62	$ 2.19
Apr-02	SGL,(TR100) #22	MID2053	2,418	$	6,045.00	$ 2.50
May-02	SGL,(TR100) #22	MID2053	1,610	$	3,123.40	$ 1.94
Jun-02	SGL,(TR100) #22	MID2053	1,460	$	3,255.80	$ 2.23
Jul-02	SGL,(TR100) #22	MID2053	1,100	$	3,432.00	$ 3.12
Aug-02	SGL,(TR100) #22	MID2053	1,639	$	5,146.46	$ 3.14
Sep-02	SGL,(TR100) #22	MID2053	1,289	$	4,150.58	$ 3.22
Oct-02	SGL,(TR100) #22	MID2053	847	$	2,617.23	$ 3.09
Nov-02	SGL,(TR100) #22	MID2053	292	$	858.48	$ 2.94
Dec-02	SGL,(TR100) #22	MID2053	1,312	$	4,303.36	$ 3.28
Jan-03	SGL,(TR100) #22	MID2053	988	$	3,220.88	$ 3.26
Feb-03	SGL,(TR100) #22	MID2053	913	$	3,414.62	$ 3.74
Mar-03	SGL,(TR100) #22	MID2053	772	$	3,033.96	$ 3.93
Apr-03	SGL,(TR100) #22	MID2053	714	$	2,870.28	$ 4.02
May-03	SGL,(TR100) #22	MID2053	606	$	2,539.14	$ 4.19
Jun-03	SGL,(TR100) #22	MID2053	660	$	2,996.40	$ 4.54
Jul-03	SGL,(TR100) #22	MID2053	674	$	3,275.64	$ 4.86
Aug-03	SGL,(TR100) #22	MID2053	586	$	2,654.58	$ 4.53
Sep-03	SGL,(TR100) #22	MID2053	472	$	2,048.48	$ 4.34
Oct-03	SGL,(TR100) #22	MID2053	483	$	2,047.92	$ 4.24
Nov-03	SGL,(TR100) #22	MID2053	611	$	2,547.87	$ 4.17
Dec-03	SGL,(TR100) #22	MID2053	549	$	2,283.84	$ 4.16
Jan-04	SGL,(TR100) #22	MID2053	547	$	2,160.65	$ 3.95
Feb-04	SGL,(TR100) #22	MID2053	516	$	2,048.52	$ 3.97
Mar-04	SGL,(TR100) #22	MID2053	505	$	2,055.35	$ 4.07
Apr-04	SGL,(TR100) #22	MID2053	426	$	2,236.50	$ 5.25
May-04	SGL,(TR100) #22	MID2053	425	$	2,040.00	$ 4.80
Jun-04	SGL,(TR100) #22	MID2053	454	$	2,052.08	$ 4.52

Jul-04	SGL,(TR100) #22	MID2053	431	$	2,021.39	$ 4.69
Aug-04	SGL,(TR100) #22	MID2053	424	$	1,941.92	$ 4.58
Sep-04	SGL,(TR100) #22	MID2053	436	$	2,249.76	$ 5.16
Oct-04	SGL,(TR100) #22	MID2053	470	$	2,246.60	$ 4.78
Nov-04	SGL,(TR100) #22	MID2053	416	$	2,050.26	$ 4.93
Dec-04	SGL,(TR100) #22	MID2053	428	$	1,856.25	$ 4.34
Jan-05	SGL,(TR100) #22	MID2053	447	$	2,203.79	$ 4.93
Feb-05	SGL,(TR100) #22	MID2053	387	$	2,156.33	$ 5.57
Mar-05	SGL,(TR100) #22	MID2053	456	$	2,722.21	$ 5.97
Apr-05	SGL,(TR100) #22	MID2053	427	$	2,541.50	$ 5.95
May-05	SGL,(TR100) #22	MID2053	329	$	2,016.31	$ 6.13
Jun-05	SGL,(TR100) #22	MID2053	388	$	2,401.25	$ 6.19
Jul-05	SGL,(TR100) #22	MID2053	358	$	2,350.12	$ 6.56
Aug-05	SGL,(TR100) #22	MID2053	310	$	1,927.39	$ 6.22
Sep-05	SGL,(TR100) #22	MID2053	364	$	2,076.98	$ 5.71
Oct-05	SGL,(TR100) #22	MID2053	346	$	2,223.37	$ 6.43
Nov-05	SGL,(TR100) #22	MID2053	353	$	2,527.97	$ 7.16
Dec-05	SGL,(TR100) #22	MID2053	360	$	3,684.20	$ 10.23
Jan-06	SGL,(TR100) #22	MID2053	449	$	5,969.90	$ 13.30
Feb-06	SGL,(TR100) #22	MID2053	463	$	6,058.82	$ 13.09
Mar-06	SGL,(TR100) #22	MID2053	382	$	3,993.13	$ 10.45
Apr-06	SGL,(TR100) #22	MID2053	376	$	3,953.53	$ 10.51
May-06	SGL,(TR100) #22	MID2053	276	$	2,124.12	$ 7.70
Jun-06	SGL,(TR100) #22	MID2053	277	$	1,810.84	$ 6.54
Jul-06	SGL,(TR100) #22	MID2053	304	$	2,040.64	$ 6.71
Aug-06	SGL,(TR100) #22	MID2053	294	$	1,925.24	$ 6.55
Sep-06	SGL,(TR100) #22	MID2053	281	$	1,514.15	$ 5.39
Oct-06	SGL,(TR100) #22	MID2053	288	$	1,523.27	$ 5.29
Nov-06	SGL,(TR100) #22	MID2053	294	$	1,870.64	$ 6.36
Dec-06	SGL,(TR100) #22	MID2053	309	$	1,906.52	$ 6.17
Jan-07	SGL,(TR100) #22	MID2053	307	$	1,126.81	$ 3.67
Feb-07	SGL,(TR100) #22	MID2053	289	$	1,871.58	$ 6.48
Mar-07	SGL,(TR100) #22	MID2053	325	$	2,443.90	$ 7.52
Apr-07	SGL,(TR100) #22	MID2053	260	$	1,457.65	$ 5.61
May-07	SGL,(TR100) #22	MID2053	226	$	1,402.05	$ 6.20
Jun-07	SGL,(TR100) #22	MID2053	291	$	2,154.33	$ 7.40
Jul-07	SGL,(TR100) #22	MID2053	219	$	1,533.31	$ 7.00
Aug-07	SGL,(TR100) #22	MID2053	294	$	1,931.09	$ 6.57
Sep-07	SGL,(TR100) #22	MID2053	314	$	2,167.87	$ 6.90
Oct-07	SGL,(TR100) #22	MID2053	300	$	1,888.59	$ 6.30
Nov-07	SGL,(TR100) #22	MID2053	294	$	1,556.14	$ 5.29
Dec-07	SGL,(TR100) #22	MID2053	289	$	1,334.83	$ 4.62
Jan-08	SGL,(TR100) #22	MID2053	275	$	1,536.89	$ 5.59
Feb-08	SGL,(TR100) #22	MID2053	271	$	1,747.11	$ 6.45
Mar-08	SGL,(TR100) #22	MID2053	299	$	1,907.81	$ 6.38
Apr-08	SGL,(TR100) #22	MID2053	229	$	1,451.57	$ 6.34
			45,385	$	198,074.45	

Dec-01	SGL,(TR100) #5	MID2054	353	$	783.66	$ 2.22
Jan-02	SGL,(TR100) #5	MID2054	1,505	$	2,784.25	$ 1.85
Feb-02	SGL,(TR100) #5	MID2054	1,381	$	4,101.57	$ 2.97

Mar-02 SGL,(TR100) #5	MID2054	671	$	1,469.49	$	2.19
Apr-02 SGL,(TR100) #5	MID2054	1,361	$	3,402.50	$	2.50
May-02 SGL,(TR100) #5	MID2054	832	$	1,614.08	$	1.94
Jun-02 SGL,(TR100) #5	MID2054	587	$	1,309.01	$	2.23
Jul-02 SGL,(TR100) #5	MID2054	688	$	2,146.56	$	3.12
Aug-02 SGL,(TR100) #5	MID2054	811	$	2,546.54	$	3.14
Sep-02 SGL,(TR100) #5	MID2054	599	$	1,928.78	$	3.22
Oct-02 SGL,(TR100) #5	MID2054	347	$	1,072.23	$	3.09
Nov-02 SGL,(TR100) #5	MID2054	126	$	370.44	$	2.94
Dec-02 SGL,(TR100) #5	MID2054	658	$	2,158.24	$	3.28
Jan-03 SGL,(TR100) #5	MID2054	478	$	1,558.28	$	3.26
Feb-03 SGL,(TR100) #5	MID2054	451	$	1,686.74	$	3.74
Mar-03 SGL,(TR100) #5	MID2054	338	$	1,328.34	$	3.93
Apr-03 SGL,(TR100) #5	MID2054	308	$	1,238.16	$	4.02
May-03 SGL,(TR100) #5	MID2054	275	$	1,152.25	$	4.19
Jun-03 SGL,(TR100) #5	MID2054	376	$	1,707.04	$	4.54
Jul-03 SGL,(TR100) #5	MID2054	446	$	2,167.56	$	4.86
Aug-03 SGL,(TR100) #5	MID2054	346	$	1,567.38	$	4.53
Sep-03 SGL,(TR100) #5	MID2054	170	$	737.80	$	4.34
Oct-03 SGL,(TR100) #5	MID2054	248	$	1,051.52	$	4.24
Nov-03 SGL,(TR100) #5	MID2054	482	$	2,009.94	$	4.17
Dec-03 SGL,(TR100) #5	MID2054	246	$	1,023.36	$	4.16
Jan-04 SGL,(TR100) #5	MID2054	250	$	987.50	$	3.95
Feb-04 SGL,(TR100) #5	MID2054	244	$	968.68	$	3.97
Mar-04 SGL,(TR100) #5	MID2054	232	$	944.24	$	4.07
Apr-04 SGL,(TR100) #5	MID2054	294	$	1,543.50	$	5.25
May-04 SGL,(TR100) #5	MID2054	253	$	1,214.40	$	4.80
Jun-04 SGL,(TR100) #5	MID2054	307	$	1,387.64	$	4.52
Jul-04 SGL,(TR100) #5	MID2054	290	$	1,360.10	$	4.69
Aug-04 SGL,(TR100) #5	MID2054	695	$	3,183.10	$	4.58
Sep-04 SGL,(TR100) #5	MID2054	624	$	3,219.84	$	5.16
Oct-04 SGL,(TR100) #5	MID2054	340	$	1,625.20	$	4.78
Nov-04 SGL,(TR100) #5	MID2054	532	$	2,621.97	$	4.93
Dec-04 SGL,(TR100) #5	MID2054	244	$	1,058.24	$	4.34
Jan-05 SGL,(TR100) #5	MID2054	370	$	1,824.16	$	4.93
Feb-05 SGL,(TR100) #5	MID2054	329	$	1,833.16	$	5.57
Mar-05 SGL,(TR100) #5	MID2054	413	$	2,465.51	$	5.97
Apr-05 SGL,(TR100) #5	MID2054	387	$	2,303.42	$	5.95
May-05 SGL,(TR100) #5	MID2054	329	$	2,016.31	$	6.13
Jun-05 SGL,(TR100) #5	MID2054	285	$	1,763.80	$	6.19
Jul-05 SGL,(TR100) #5	MID2054	321	$	2,107.23	$	6.56
Aug-05 SGL,(TR100) #5	MID2054	292	$	1,815.48	$	6.22
Sep-05 SGL,(TR100) #5	MID2054	326	$	1,860.16	$	5.71
Oct-05 SGL,(TR100) #5	MID2054	246	$	1,580.78	$	6.43
Nov-05 SGL,(TR100) #5	MID2054	442	$	3,165.34	$	7.16
Dec-05 SGL,(TR100) #5	MID2054	210	$	2,149.12	$	10.23
Jan-06 SGL,(TR100) #5	MID2054	289	$	3,842.54	$	13.30
Feb-06 SGL,(TR100) #5	MID2054	234	$	3,062.12	$	13.09
Mar-06 SGL,(TR100) #5	MID2054	446	$	4,662.13	$	10.45
Apr-06 SGL,(TR100) #5	MID2054	404	$	4,247.94	$	10.51
May-06 SGL,(TR100) #5	MID2054	270	$	2,077.94	$	7.70
Jun-06 SGL,(TR100) #5	MID2054	250	$	1,634.33	$	6.54

Jul-06 SGL,(TR100) #5	MID2054	167	$ 1,121.01	$	6.71
Aug-06 SGL,(TR100) #5	MID2054	243	$ 1,591.27	$	6.55
Sep-06 SGL,(TR100) #5	MID2054	219	$ 1,180.07	$	5.39
Oct-06 SGL,(TR100) #5	MID2054	224	$ 1,184.76	$	5.29
Nov-06 SGL,(TR100) #5	MID2054	389	$ 2,475.09	$	6.36
Dec-06 SGL,(TR100) #5	MID2054	275	$ 1,696.73	$	6.17
Jan-07 SGL,(TR100) #5	MID2054	317	$ 1,163.51	$	3.67
Feb-07 SGL,(TR100) #5	MID2054	186	$ 1,204.54	$	6.48
Mar-07 SGL,(TR100) #5	MID2054	224	$ 1,684.41	$	7.52
Apr-07 SGL,(TR100) #5	MID2054	261	$ 1,463.26	$	5.61
May-07 SGL,(TR100) #5	MID2054	227	$ 1,408.25	$	6.20
Jun-07 SGL,(TR100) #5	MID2054	158	$ 1,169.70	$	7.40
Jul-07 SGL,(TR100) #5	MID2054	246	$ 1,722.35	$	7.00
Aug-07 SGL,(TR100) #5	MID2054	282	$ 1,852.27	$	6.57
Sep-07 SGL,(TR100) #5	MID2054	219	$ 1,511.98	$	6.90
Oct-07 SGL,(TR100) #5	MID2054	200	$ 1,259.05	$	6.30
Nov-07 SGL,(TR100) #5	MID2054	257	$ 1,360.30	$	5.29
Dec-07 SGL,(TR100) #5	MID2054	230	$ 1,062.32	$	4.62
Jan-08 SGL,(TR100) #5	MID2054	261	$ 1,458.66	$	5.59
Feb-08 SGL,(TR100) #5	MID2054	270	$ 1,740.66	$	6.45
Mar-08 SGL,(TR100) #5	MID2054	145	$ 925.19	$	6.38
Apr-08 SGL,(TR100) #5	MID2054	250	$ 1,584.67	$	6.34
		29,481	$ 139,261.65		

Dec-01 SGL,(TR100) #26	MID2055	3,173	$ 7,044.06	$	2.22
Jan-02 SGL,(TR100) #26	MID2055	3,029	$ 5,603.65	$	1.85
Feb-02 SGL,(TR100) #26	MID2055	5,475	$ 16,260.75	$	2.97
Mar-02 SGL,(TR100) #26	MID2055	2,770	$ 6,066.30	$	2.19
Apr-02 SGL,(TR100) #26	MID2055	6,200	$ 15,500.00	$	2.50
May-02 SGL,(TR100) #26	MID2055	3,619	$ 7,020.86	$	1.94
Jun-02 SGL,(TR100) #26	MID2055	5,407	$ 12,057.61	$	2.23
Jul-02 SGL,(TR100) #26	MID2055	3,394	$ 10,589.28	$	3.12
Aug-02 SGL,(TR100) #26	MID2055	6,741	$ 21,166.74	$	3.14
Sep-02 SGL,(TR100) #26	MID2055	5,270	$ 16,969.40	$	3.22
Oct-02 SGL,(TR100) #26	MID2055	4,373	$ 13,512.57	$	3.09
Nov-02 SGL,(TR100) #26	MID2055	524	$ 1,540.56	$	2.94
Dec-02 SGL,(TR100) #26	MID2055	3,237	$ 10,617.36	$	3.28
Jan-03 SGL,(TR100) #26	MID2055	4,301	$ 14,021.26	$	3.26
Feb-03 SGL,(TR100) #26	MID2055	4,555	$ 17,035.70	$	3.74
Mar-03 SGL,(TR100) #26	MID2055	3,008	$ 11,821.44	$	3.93
Apr-03 SGL,(TR100) #26	MID2055	2,945	$ 11,838.90	$	4.02
May-03 SGL,(TR100) #26	MID2055	2,295	$ 9,616.05	$	4.19
Jun-03 SGL,(TR100) #26	MID2055	2,018	$ 9,161.72	$	4.54
Jul-03 SGL,(TR100) #26	MID2055	2,097	$ 10,191.42	$	4.86
Aug-03 SGL,(TR100) #26	MID2055	1,401	$ 6,346.53	$	4.53
Sep-03 SGL,(TR100) #26	MID2055	1,049	$ 4,552.66	$	4.34
Oct-03 SGL,(TR100) #26	MID2055	665	$ 2,819.60	$	4.24
Nov-03 SGL,(TR100) #26	MID2055	2,001	$ 8,344.17	$	4.17
Dec-03 SGL,(TR100) #26	MID2055	1,631	$ 6,784.96	$	4.16
Jan-04 SGL,(TR100) #26	MID2055	1,213	$ 4,791.35	$	3.95
Feb-04 SGL,(TR100) #26	MID2055	1,461	$ 5,800.17	$	3.97
Mar-04 SGL,(TR100) #26	MID2055	1,365	$ 5,555.55	$	4.07

Apr-04	SGL,(TR100) #26	MID2055	1,470	$	7,717.50	$ 5.25
May-04	SGL,(TR100) #26	MID2055	1,186	$	5,692.80	$ 4.80
Jun-04	SGL,(TR100) #26	MID2055	1,005	$	4,542.60	$ 4.52
Jul-04	SGL,(TR100) #26	MID2055	1,175	$	5,510.75	$ 4.69
Aug-04	SGL,(TR100) #26	MID2055	986	$	4,515.88	$ 4.58
Sep-04	SGL,(TR100) #26	MID2055	1,221	$	6,300.36	$ 5.16
Oct-04	SGL,(TR100) #26	MID2055	1,221	$	5,836.38	$ 4.78
Nov-04	SGL,(TR100) #26	MID2055	1,130	$	5,569.22	$ 4.93
Dec-04	SGL,(TR100) #26	MID2055	1,008	$	4,371.72	$ 4.34
Jan-05	SGL,(TR100) #26	MID2055	1,079	$	5,319.68	$ 4.93
Feb-05	SGL,(TR100) #26	MID2055	988	$	5,505.05	$ 5.57
Mar-05	SGL,(TR100) #26	MID2055	955	$	5,701.12	$ 5.97
Apr-05	SGL,(TR100) #26	MID2055	775	$	4,612.80	$ 5.95
May-05	SGL,(TR100) #26	MID2055	780	$	4,780.32	$ 6.13
Jun-05	SGL,(TR100) #26	MID2055	842	$	5,210.96	$ 6.19
Jul-05	SGL,(TR100) #26	MID2055	865	$	5,678.38	$ 6.56
Aug-05	SGL,(TR100) #26	MID2055	885	$	5,502.40	$ 6.22
Sep-05	SGL,(TR100) #26	MID2055	798	$	4,553.39	$ 5.71
Oct-05	SGL,(TR100) #26	MID2055	800	$	5,140.73	$ 6.43
Nov-05	SGL,(TR100) #26	MID2055	771	$	5,521.43	$ 7.16
Dec-05	SGL,(TR100) #26	MID2055	714	$	7,307.00	$ 10.23
Jan-06	SGL,(TR100) #26	MID2055	753	$	10,011.87	$ 13.30
Feb-06	SGL,(TR100) #26	MID2055	742	$	9,709.81	$ 13.09
Mar-06	SGL,(TR100) #26	MID2055	777	$	8,122.15	$ 10.45
Apr-06	SGL,(TR100) #26	MID2055	704	$	7,402.36	$ 10.51
May-06	SGL,(TR100) #26	MID2055	642	$	4,940.87	$ 7.70
Jun-06	SGL,(TR100) #26	MID2055	686	$	4,484.62	$ 6.54
Jul-06	SGL,(TR100) #26	MID2055	614	$	4,121.55	$ 6.71
Aug-06	SGL,(TR100) #26	MID2055	606	$	3,968.36	$ 6.55
Sep-06	SGL,(TR100) #26	MID2055	560	$	3,017.53	$ 5.39
Oct-06	SGL,(TR100) #26	MID2055	573	$	3,030.66	$ 5.29
Nov-06	SGL,(TR100) #26	MID2055	641	$	4,078.49	$ 6.36
Dec-06	SGL,(TR100) #26	MID2055	610	$	3,763.67	$ 6.17
Jan-07	SGL,(TR100) #26	MID2055	658	$	2,415.11	$ 3.67
Feb-07	SGL,(TR100) #26	MID2055	607	$	3,930.97	$ 6.48
Mar-07	SGL,(TR100) #26	MID2055	613	$	4,609.58	$ 7.52
Apr-07	SGL,(TR100) #26	MID2055	644	$	3,610.48	$ 5.61
May-07	SGL,(TR100) #26	MID2055	561	$	3,480.29	$ 6.20
Jun-07	SGL,(TR100) #26	MID2055	619	$	4,582.58	$ 7.40
Jul-07	SGL,(TR100) #26	MID2055	567	$	3,969.80	$ 7.00
Aug-07	SGL,(TR100) #26	MID2055	518	$	3,402.40	$ 6.57
Sep-07	SGL,(TR100) #26	MID2055	480	$	3,313.94	$ 6.90
Oct-07	SGL,(TR100) #26	MID2055	502	$	3,160.23	$ 6.30
Nov-07	SGL,(TR100) #26	MID2055	451	$	2,387.13	$ 5.29
Dec-07	SGL,(TR100) #26	MID2055	471	$	2,175.46	$ 4.62
Jan-08	SGL,(TR100) #26	MID2055	422	$	2,358.44	$ 5.59
Feb-08	SGL,(TR100) #26	MID2055	510	$	3,287.92	$ 6.45
Mar-08	SGL,(TR100) #26	MID2055	401	$	2,558.64	$ 6.38
Apr-08	SGL,(TR100) #26	MID2055	503	$	3,188.37	$ 6.34
			122,306	$	506,604.37	
Jan-02	SGL,(TR100) #33	MID2056	2,288	$	4,232.80	$ 1.85

Feb-02	SGL,(TR100) #33	MID2056	3,581	$	10,635.57	$ 2.97
Mar-02	SGL,(TR100) #33	MID2056	1,402	$	3,070.38	$ 2.19
Apr-02	SGL,(TR100) #33	MID2056	2,263	$	5,657.50	$ 2.50
May-02	SGL,(TR100) #33	MID2056	1,283	$	2,489.02	$ 1.94
Jun-02	SGL,(TR100) #33	MID2056	1,529	$	3,409.67	$ 2.23
Jul-02	SGL,(TR100) #33	MID2056	916	$	2,857.92	$ 3.12
Aug-02	SGL,(TR100) #33	MID2056	1,643	$	5,159.02	$ 3.14
Sep-02	SGL,(TR100) #33	MID2056	1,202	$	3,870.44	$ 3.22
Oct-02	SGL,(TR100) #33	MID2056	627	$	1,937.43	$ 3.09
Nov-02	SGL,(TR100) #33	MID2056	332	$	976.08	$ 2.94
Dec-02	SGL,(TR100) #33	MID2056	1,000	$	3,280.00	$ 3.28
Jan-03	SGL,(TR100) #33	MID2056	889	$	2,898.14	$ 3.26
Feb-03	SGL,(TR100) #33	MID2056	681	$	2,546.94	$ 3.74
Mar-03	SGL,(TR100) #33	MID2056	572	$	2,247.96	$ 3.93
Apr-03	SGL,(TR100) #33	MID2056	519	$	2,086.38	$ 4.02
May-03	SGL,(TR100) #33	MID2056	432	$	1,810.08	$ 4.19
Jun-03	SGL,(TR100) #33	MID2056	435	$	1,974.90	$ 4.54
Jul-03	SGL,(TR100) #33	MID2056	459	$	2,230.74	$ 4.86
Aug-03	SGL,(TR100) #33	MID2056	374	$	1,694.22	$ 4.53
Sep-03	SGL,(TR100) #33	MID2056	314	$	1,362.76	$ 4.34
Oct-03	SGL,(TR100) #33	MID2056	294	$	1,246.56	$ 4.24
Nov-03	SGL,(TR100) #33	MID2056	421	$	1,755.57	$ 4.17
Dec-03	SGL,(TR100) #33	MID2056	333	$	1,385.28	$ 4.16
Jan-04	SGL,(TR100) #33	MID2056	361	$	1,425.95	$ 3.95
Feb-04	SGL,(TR100) #33	MID2056	368	$	1,460.96	$ 3.97
Mar-04	SGL,(TR100) #33	MID2056	319	$	1,298.33	$ 4.07
Apr-04	SGL,(TR100) #33	MID2056	328	$	1,722.00	$ 5.25
May-04	SGL,(TR100) #33	MID2056	290	$	1,392.00	$ 4.80
Jun-04	SGL,(TR100) #33	MID2056	355	$	1,604.60	$ 4.52
Jul-04	SGL,(TR100) #33	MID2056	325	$	1,524.25	$ 4.69
Aug-04	SGL,(TR100) #33	MID2056	265	$	1,213.70	$ 4.58
Sep-04	SGL,(TR100) #33	MID2056	308	$	1,589.28	$ 5.16
Oct-04	SGL,(TR100) #33	MID2056	318	$	1,520.04	$ 4.78
Nov-04	SGL,(TR100) #33	MID2056	266	$	1,310.99	$ 4.93
Dec-04	SGL,(TR100) #33	MID2056	260	$	1,127.63	$ 4.34
Jan-05	SGL,(TR100) #33	MID2056	262	$	1,291.71	$ 4.93
Feb-05	SGL,(TR100) #33	MID2056	286	$	1,593.57	$ 5.57
Mar-05	SGL,(TR100) #33	MID2056	143	$	853.68	$ 5.97
Apr-05	SGL,(TR100) #33	MID2056	214	$	1,273.72	$ 5.95
May-05	SGL,(TR100) #33	MID2056	195	$	1,195.08	$ 6.13
Jun-05	SGL,(TR100) #33	MID2056	285	$	1,763.80	$ 6.19
Jul-05	SGL,(TR100) #33	MID2056	260	$	1,706.80	$ 6.56
Aug-05	SGL,(TR100) #33	MID2056	304	$	1,890.09	$ 6.22
Sep-05	SGL,(TR100) #33	MID2056	202	$	1,152.61	$ 5.71
Oct-05	SGL,(TR100) #33	MID2056	295	$	1,895.64	$ 6.43
Nov-05	SGL,(TR100) #33	MID2056	244	$	1,747.38	$ 7.16
Dec-05	SGL,(TR100) #33	MID2056	222	$	2,271.92	$ 10.23
Jan-06	SGL,(TR100) #33	MID2056	254	$	3,377.18	$ 13.30
Feb-06	SGL,(TR100) #33	MID2056	243	$	3,179.90	$ 13.09
Mar-06	SGL,(TR100) #33	MID2056	267	$	2,791.01	$ 10.45
Apr-06	SGL,(TR100) #33	MID2056	249	$	2,618.16	$ 10.51
May-06	SGL,(TR100) #33	MID2056	155	$	1,192.89	$ 7.70

Jun-06	SGL,(TR100) #33	MID2056	205	$	1,340.15	$ 6.54
Jul-06	SGL,(TR100) #33	MID2056	264	$	1,772.14	$ 6.71
Aug-06	SGL,(TR100) #33	MID2056	258	$	1,689.50	$ 6.55
Sep-06	SGL,(TR100) #33	MID2056	156	$	840.60	$ 5.39
Oct-06	SGL,(TR100) #33	MID2056	160	$	846.26	$ 5.29
Nov-06	SGL,(TR100) #33	MID2056	141	$	897.14	$ 6.36
Dec-06	SGL,(TR100) #33	MID2056	264	$	1,628.86	$ 6.17
Jan-07	SGL,(TR100) #33	MID2056	173	$	634.98	$ 3.67
Feb-07	SGL,(TR100) #33	MID2056	157	$	1,016.74	$ 6.48
Mar-07	SGL,(TR100) #33	MID2056	168	$	1,263.31	$ 7.52
Apr-07	SGL,(TR100) #33	MID2056	274	$	1,536.14	$ 5.61
May-07	SGL,(TR100) #33	MID2056	239	$	1,482.70	$ 6.20
Jun-07	SGL,(TR100) #33	MID2056	248	$	1,835.99	$ 7.40
Jul-07	SGL,(TR100) #33	MID2056	103	$	721.14	$ 7.00
Aug-07	SGL,(TR100) #33	MID2056	263	$	1,727.47	$ 6.57
Sep-07	SGL,(TR100) #33	MID2056	260	$	1,795.05	$ 6.90
Oct-07	SGL,(TR100) #33	MID2056	81	$	509.92	$ 6.30
Nov-07	SGL,(TR100) #33	MID2056	146	$	772.78	$ 5.29
Dec-07	SGL,(TR100) #33	MID2056	-	$	-	$ -
Jan-08	SGL,(TR100) #33	MID2056	243	$	1,358.05	$ 5.59
Feb-08	SGL,(TR100) #33	MID2056	122	$	786.52	$ 6.45
Mar-08	SGL,(TR100) #33	MID2056	249	$	1,588.78	$ 6.38
Apr-08	SGL,(TR100) #33	MID2056	257	$	1,629.04	$ 6.34
			36,063	$	147,473.49	

Apr-02	CRAWFORD #1	MID2057	1,323	$	3,307.50	$ 2.50
May-02	CRAWFORD #1	MID2057	784	$	1,520.96	$ 1.94
Jun-02	CRAWFORD #1	MID2057	467	$	1,041.41	$ 2.23
Jul-02	CRAWFORD #1	MID2057	446	$	1,391.52	$ 3.12
Aug-02	CRAWFORD #1	MID2057	537	$	1,686.18	$ 3.14
Sep-02	CRAWFORD #1	MID2057	366	$	1,178.52	$ 3.22
Oct-02	CRAWFORD #1	MID2057	174	$	537.66	$ 3.09
Nov-02	CRAWFORD #1	MID2057	34	$	99.96	$ 2.94
Dec-02	CRAWFORD #1	MID2057	314	$	1,029.92	$ 3.28
Jan-03	CRAWFORD #1	MID2057	293	$	955.18	$ 3.26
Feb-03	CRAWFORD #1	MID2057	234	$	875.16	$ 3.74
Mar-03	CRAWFORD #1	MID2057	187	$	734.91	$ 3.93
Apr-03	CRAWFORD #1	MID2057	173	$	695.46	$ 4.02
May-03	CRAWFORD #1	MID2057	137	$	574.03	$ 4.19
Jun-03	CRAWFORD #1	MID2057	197	$	894.38	$ 4.54
Jul-03	CRAWFORD #1	MID2057	182	$	884.52	$ 4.86
Aug-03	CRAWFORD #1	MID2057	103	$	466.59	$ 4.53
Sep-03	CRAWFORD #1	MID2057	106	$	460.04	$ 4.34
Oct-03	CRAWFORD #1	MID2057	141	$	597.84	$ 4.24
Nov-03	CRAWFORD #1	MID2057	195	$	813.15	$ 4.17
Dec-03	CRAWFORD #1	MID2057	326	$	1,356.16	$ 4.16
Jan-04	CRAWFORD #1	MID2057	265	$	1,046.75	$ 3.95
Feb-04	CRAWFORD #1	MID2057	201	$	797.97	$ 3.97
Mar-04	CRAWFORD #1	MID2057	183	$	744.81	$ 4.07
Apr-04	CRAWFORD #1	MID2057	155	$	813.75	$ 5.25
May-04	CRAWFORD #1	MID2057	166	$	796.80	$ 4.80
Jun-04	CRAWFORD #1	MID2057	151	$	682.52	$ 4.52

Jul-04	CRAWFORD #1	MID2057	111	$	520.59	$ 4.69
Aug-04	CRAWFORD #1	MID2057	90	$	412.20	$ 4.58
Sep-04	CRAWFORD #1	MID2057	121	$	624.36	$ 5.16
Oct-04	CRAWFORD #1	MID2057	105	$	501.90	$ 4.78
Nov-04	CRAWFORD #1	MID2057	116	$	571.71	$ 4.93
Dec-04	CRAWFORD #1	MID2057	92	$	399.01	$ 4.34
Jan-05	CRAWFORD #1	MID2057	62	$	305.68	$ 4.93
Feb-05	CRAWFORD #1	MID2057	43	$	239.59	$ 5.57
Mar-05	CRAWFORD #1	MID2057	43	$	256.70	$ 5.97
Apr-05	CRAWFORD #1	MID2057	53	$	315.46	$ 5.95
May-05	CRAWFORD #1	MID2057	183	$	1,121.53	$ 6.13
Jun-05	CRAWFORD #1	MID2057	78	$	482.72	$ 6.19
Jul-05	CRAWFORD #1	MID2057	74	$	510.82	$ 6.90
Aug-05	CRAWFORD #1	MID2057	73	$	453.87	$ 6.22
Sep-05	CRAWFORD #1	MID2057	43	$	245.36	$ 5.71
Oct-05	CRAWFORD #1	MID2057	112	$	719.70	$ 6.43
Nov-05	CRAWFORD #1	MID2057	125	$	895.18	$ 7.16
Dec-05	CRAWFORD #1	MID2057	38	$	388.89	$ 10.23
Jan-06	CRAWFORD #1	MID2057	54	$	717.98	$ 13.30
Feb-06	CRAWFORD #1	MID2057	80	$	1,046.88	$ 13.09
Mar-06	CRAWFORD #1	MID2057	73	$	763.08	$ 10.45
Apr-06	CRAWFORD #1	MID2057	65	$	683.46	$ 10.51
May-06	CRAWFORD #1	MID2057	46	$	354.01	$ 7.70
Jun-06	CRAWFORD #1	MID2057	55	$	359.55	$ 6.54
Jul-06	CRAWFORD #1	MID2057	28	$	187.96	$ 6.71
Aug-06	CRAWFORD #1	MID2057	81	$	530.42	$ 6.55
Sep-06	CRAWFORD #1	MID2057	88	$	474.18	$ 5.39
Oct-06	CRAWFORD #1	MID2057	90	$	476.02	$ 5.29
Nov-06	CRAWFORD #1	MID2057	65	$	413.58	$ 6.36
Dec-06	CRAWFORD #1	MID2057	-	$	-	$ -
Jan-07	CRAWFORD #1	MID2057	55	$	201.87	$ 3.67
Feb-07	CRAWFORD #1	MID2057	44	$	284.95	$ 6.48
Mar-07	CRAWFORD #1	MID2057	56	$	421.10	$ 7.52
Apr-07	CRAWFORD #1	MID2057	25	$	140.16	$ 5.61
May-07	CRAWFORD #1	MID2057	22	$	136.49	$ 6.20
Jun-07	CRAWFORD #1	MID2057	70	$	518.22	$ 7.40
Jul-07	CRAWFORD #1	MID2057	121	$	847.17	$ 7.00
Aug-07	CRAWFORD #1	MID2057	141	$	926.14	$ 6.57
Sep-07	CRAWFORD #1	MID2057	77	$	531.61	$ 6.90
Oct-07	CRAWFORD #1	MID2057	75	$	472.15	$ 6.30
Nov-07	CRAWFORD #1	MID2057	88	$	465.79	$ 5.29
Dec-07	CRAWFORD #1	MID2057	87	$	401.84	$ 4.62
Jan-08	CRAWFORD #1	MID2057	72	$	402.39	$ 5.59
Feb-08	CRAWFORD #1	MID2057	74	$	477.07	$ 6.45
Mar-08	CRAWFORD #1	MID2057	85	$	542.36	$ 6.38
Apr-08	CRAWFORD #1	MID2057	156	$	988.84	$ 6.34
			11,375	$	48,714.19	
Feb-02	SGL,(TR100) #32	MID2058	2,907	$	8,633.79	$ 2.97
Mar-02	SGL,(TR100) #32	MID2058	1,674	$	3,666.06	$ 2.19
Apr-02	SGL,(TR100) #32	MID2058	2,904	$	7,260.00	$ 2.50
May-02	SGL,(TR100) #32	MID2058	1,349	$	2,617.06	$ 1.94

Jun-02	SGL,(TR100) #32	MID2058	1,727	$	3,851.21	$ 2.23
Jul-02	SGL,(TR100) #32	MID2058	1,438	$	4,486.56	$ 3.12
Aug-02	SGL,(TR100) #32	MID2058	2,192	$	6,882.88	$ 3.14
Sep-02	SGL,(TR100) #32	MID2058	1,466	$	4,720.52	$ 3.22
Oct-02	SGL,(TR100) #32	MID2058	1,125	$	3,476.25	$ 3.09
Nov-02	SGL,(TR100) #32	MID2058	271	$	796.74	$ 2.94
Dec-02	SGL,(TR100) #32	MID2058	1,620	$	5,313.60	$ 3.28
Jan-03	SGL,(TR100) #32	MID2058	1,448	$	4,720.48	$ 3.26
Feb-03	SGL,(TR100) #32	MID2058	1,172	$	4,383.28	$ 3.74
Mar-03	SGL,(TR100) #32	MID2058	1,026	$	4,032.18	$ 3.93
Apr-03	SGL,(TR100) #32	MID2058	914	$	3,674.28	$ 4.02
May-03	SGL,(TR100) #32	MID2058	960	$	4,022.40	$ 4.19
Jun-03	SGL,(TR100) #32	MID2058	664	$	3,014.56	$ 4.54
Jul-03	SGL,(TR100) #32	MID2058	644	$	3,129.84	$ 4.86
Aug-03	SGL,(TR100) #32	MID2058	517	$	2,342.01	$ 4.53
Sep-03	SGL,(TR100) #32	MID2058	455	$	1,974.70	$ 4.34
Oct-03	SGL,(TR100) #32	MID2058	515	$	2,183.60	$ 4.24
Nov-03	SGL,(TR100) #32	MID2058	713	$	2,973.21	$ 4.17
Dec-03	SGL,(TR100) #32	MID2058	553	$	2,300.48	$ 4.16
Jan-04	SGL,(TR100) #32	MID2058	513	$	2,026.35	$ 3.95
Feb-04	SGL,(TR100) #32	MID2058	445	$	1,766.65	$ 3.97
Mar-04	SGL,(TR100) #32	MID2058	424	$	1,725.68	$ 4.07
Apr-04	SGL,(TR100) #32	MID2058	411	$	2,157.75	$ 5.25
May-04	SGL,(TR100) #32	MID2058	395	$	1,896.00	$ 4.80
Jun-04	SGL,(TR100) #32	MID2058	396	$	1,789.92	$ 4.52
Jul-04	SGL,(TR100) #32	MID2058	380	$	1,782.20	$ 4.69
Aug-04	SGL,(TR100) #32	MID2058	363	$	1,662.54	$ 4.58
Sep-04	SGL,(TR100) #32	MID2058	401	$	2,069.16	$ 5.16
Oct-04	SGL,(TR100) #32	MID2058	396	$	1,892.88	$ 4.78
Nov-04	SGL,(TR100) #32	MID2058	382	$	1,882.69	$ 4.93
Dec-04	SGL,(TR100) #32	MID2058	366	$	1,587.35	$ 4.34
Jan-05	SGL,(TR100) #32	MID2058	355	$	1,750.21	$ 4.93
Feb-05	SGL,(TR100) #32	MID2058	344	$	1,916.74	$ 5.57
Mar-05	SGL,(TR100) #32	MID2058	285	$	1,701.38	$ 5.97
Apr-05	SGL,(TR100) #32	MID2058	347	$	2,065.35	$ 5.95
May-05	SGL,(TR100) #32	MID2058	293	$	1,795.69	$ 6.13
Jun-05	SGL,(TR100) #32	MID2058	324	$	2,005.16	$ 6.19
Jul-05	SGL,(TR100) #32	MID2058	297	$	1,949.69	$ 6.56
Aug-05	SGL,(TR100) #32	MID2058	314	$	1,952.26	$ 6.22
Sep-05	SGL,(TR100) #32	MID2058	299	$	1,706.09	$ 5.71
Oct-05	SGL,(TR100) #32	MID2058	306	$	1,966.33	$ 6.43
Nov-05	SGL,(TR100) #32	MID2058	288	$	2,062.48	$ 7.16
Dec-05	SGL,(TR100) #32	MID2058	260	$	2,660.81	$ 10.23
Jan-06	SGL,(TR100) #32	MID2058	287	$	3,815.95	$ 13.30
Feb-06	SGL,(TR100) #32	MID2058	275	$	3,598.65	$ 13.09
Mar-06	SGL,(TR100) #32	MID2058	303	$	3,167.32	$ 10.45
Apr-06	SGL,(TR100) #32	MID2058	306	$	3,217.50	$ 10.51
May-06	SGL,(TR100) #32	MID2058	282	$	2,170.29	$ 7.70
Jun-06	SGL,(TR100) #32	MID2058	294	$	1,921.98	$ 6.54
Jul-06	SGL,(TR100) #32	MID2058	270	$	1,812.41	$ 6.71
Aug-06	SGL,(TR100) #32	MID2058	272	$	1,781.18	$ 6.55
Sep-06	SGL,(TR100) #32	MID2058	258	$	1,390.22	$ 5.39

Oct-06	SGL,(TR100) #32	MID2058	265	$ 1,401.61	$	5.29
Nov-06	SGL,(TR100) #32	MID2058	280	$ 1,781.56	$	6.36
Dec-06	SGL,(TR100) #32	MID2058	274	$ 1,690.57	$	6.17
Jan-07	SGL,(TR100) #32	MID2058	284	$ 1,042.39	$	3.67
Feb-07	SGL,(TR100) #32	MID2058	261	$ 1,690.25	$	6.48
Mar-07	SGL,(TR100) #32	MID2058	272	$ 2,045.36	$	7.52
Apr-07	SGL,(TR100) #32	MID2058	285	$ 1,597.81	$	5.61
May-07	SGL,(TR100) #32	MID2058	248	$ 1,538.52	$	6.20
Jun-07	SGL,(TR100) #32	MID2058	276	$ 2,043.28	$	7.40
Jul-07	SGL,(TR100) #32	MID2058	261	$ 1,827.37	$	7.00
Aug-07	SGL,(TR100) #32	MID2058	263	$ 1,727.47	$	6.57
Sep-07	SGL,(TR100) #32	MID2058	250	$ 1,726.01	$	6.90
Oct-07	SGL,(TR100) #32	MID2058	211	$ 1,328.31	$	6.30
Nov-07	SGL,(TR100) #32	MID2058	212	$ 1,122.11	$	5.29
Dec-07	SGL,(TR100) #32	MID2058	202	$ 933.00	$	4.62
Jan-08	SGL,(TR100) #32	MID2058	202	$ 1,128.92	$	5.59
Feb-08	SGL,(TR100) #32	MID2058	209	$ 1,347.40	$	6.45
Mar-08	SGL,(TR100) #32	MID2058	203	$ 1,295.27	$	6.38
Apr-08	SGL,(TR100) #32	MID2058	204	$ 1,293.09	$	6.34
			44,047	$ 187,662.85		

Apr-02	WARNER/FORESMAN #9	MID2059	542	$ 1,355.00	$	2.50
May-02	WARNER/FORESMAN #9	MID2059	1,251	$ 2,426.94	$	1.94
Jun-02	WARNER/FORESMAN #9	MID2059	958	$ 2,136.34	$	2.23
Jul-02	WARNER/FORESMAN #9	MID2059	852	$ 2,658.24	$	3.12
Aug-02	WARNER/FORESMAN #9	MID2059	1,134	$ 3,560.76	$	3.14
Sep-02	WARNER/FORESMAN #9	MID2059	920	$ 2,962.40	$	3.22
Oct-02	WARNER/FORESMAN #9	MID2059	628	$ 1,940.52	$	3.09
Nov-02	WARNER/FORESMAN #9	MID2059	102	$ 299.88	$	2.94
Dec-02	WARNER/FORESMAN #9	MID2059	758	$ 2,486.24	$	3.28
Jan-03	WARNER/FORESMAN #9	MID2059	730	$ 2,379.80	$	3.26
Feb-03	WARNER/FORESMAN #9	MID2059	550	$ 2,057.00	$	3.74
Mar-03	WARNER/FORESMAN #9	MID2059	412	$ 1,619.16	$	3.93
Apr-03	WARNER/FORESMAN #9	MID2059	375	$ 1,507.50	$	4.02
May-03	WARNER/FORESMAN #9	MID2059	346	$ 1,449.74	$	4.19
Jun-03	WARNER/FORESMAN #9	MID2059	514	$ 2,333.56	$	4.54
Jul-03	WARNER/FORESMAN #9	MID2059	411	$ 1,997.46	$	4.86
Aug-03	WARNER/FORESMAN #9	MID2059	426	$ 1,929.78	$	4.53
Sep-03	WARNER/FORESMAN #9	MID2059	264	$ 1,145.76	$	4.34
Oct-03	WARNER/FORESMAN #9	MID2059	284	$ 1,204.16	$	4.24
Nov-03	WARNER/FORESMAN #9	MID2059	468	$ 1,951.56	$	4.17
Dec-03	WARNER/FORESMAN #9	MID2059	231	$ 960.96	$	4.16
Jan-04	WARNER/FORESMAN #9	MID2059	249	$ 983.55	$	3.95
Feb-04	WARNER/FORESMAN #9	MID2059	279	$ 1,107.63	$	3.97
Mar-04	WARNER/FORESMAN #9	MID2059	301	$ 1,225.07	$	4.07
Apr-04	WARNER/FORESMAN #9	MID2059	268	$ 1,407.00	$	5.25
May-04	WARNER/FORESMAN #9	MID2059	215	$ 1,032.00	$	4.80
Jun-04	WARNER/FORESMAN #9	MID2059	341	$ 1,541.32	$	4.52
Jul-04	WARNER/FORESMAN #9	MID2059	269	$ 1,261.61	$	4.69
Aug-04	WARNER/FORESMAN #9	MID2059	305	$ 1,396.90	$	4.58
Sep-04	WARNER/FORESMAN #9	MID2059	205	$ 1,057.80	$	5.16
Oct-04	WARNER/FORESMAN #9	MID2059	249	$ 1,190.22	$	4.78

Nov-04	WARNER/FORESMAN #9	MID2059	216	$	1,064.56	$ 4.93
Dec-04	WARNER/FORESMAN #9	MID2059	229	$	993.18	$ 4.34
Jan-05	WARNER/FORESMAN #9	MID2059	231	$	1,138.87	$ 4.93
Feb-05	WARNER/FORESMAN #9	MID2059	229	$	1,275.97	$ 5.57
Mar-05	WARNER/FORESMAN #9	MID2059	214	$	1,277.53	$ 5.97
Apr-05	WARNER/FORESMAN #9	MID2059	214	$	1,273.72	$ 5.95
May-05	WARNER/FORESMAN #9	MID2059	232	$	1,421.84	$ 6.13
Jun-05	WARNER/FORESMAN #9	MID2059	155	$	959.27	$ 6.19
Jul-05	WARNER/FORESMAN #9	MID2059	309	$	2,133.03	$ 6.90
Aug-05	WARNER/FORESMAN #9	MID2059	226	$	1,405.13	$ 6.22
Sep-05	WARNER/FORESMAN #9	MID2059	227	$	1,295.26	$ 5.71
Oct-05	WARNER/FORESMAN #9	MID2059	297	$	1,908.49	$ 6.43
Nov-05	WARNER/FORESMAN #9	MID2059	287	$	2,055.32	$ 7.16
Dec-05	WARNER/FORESMAN #9	MID2059	321	$	3,285.08	$ 10.23
Jan-06	WARNER/FORESMAN #9	MID2059	369	$	4,906.21	$ 13.30
Feb-06	WARNER/FORESMAN #9	MID2059	300	$	3,925.80	$ 13.09
Mar-06	WARNER/FORESMAN #9	MID2059	406	$	4,244.00	$ 10.45
Apr-06	WARNER/FORESMAN #9	MID2059	175	$	1,840.08	$ 10.51
May-06	WARNER/FORESMAN #9	MID2059	135	$	1,038.97	$ 7.70
Jun-06	WARNER/FORESMAN #9	MID2059	265	$	1,732.40	$ 6.54
Jul-06	WARNER/FORESMAN #9	MID2059	248	$	1,664.73	$ 6.71
Aug-06	WARNER/FORESMAN #9	MID2059	268	$	1,754.98	$ 6.55
Sep-06	WARNER/FORESMAN #9	MID2059	263	$	1,417.16	$ 5.39
Oct-06	WARNER/FORESMAN #9	MID2059	269	$	1,422.77	$ 5.29
Nov-06	WARNER/FORESMAN #9	MID2059	233	$	1,482.52	$ 6.36
Dec-06	WARNER/FORESMAN #9	MID2059	241	$	1,486.96	$ 6.17
Jan-07	WARNER/FORESMAN #9	MID2059	257	$	943.29	$ 3.67
Feb-07	WARNER/FORESMAN #9	MID2059	160	$	1,036.17	$ 6.48
Mar-07	WARNER/FORESMAN #9	MID2059	223	$	1,676.90	$ 7.52
Apr-07	WARNER/FORESMAN #9	MID2059	193	$	1,082.03	$ 5.61
May-07	WARNER/FORESMAN #9	MID2059	168	$	1,042.23	$ 6.20
Jun-07	WARNER/FORESMAN #9	MID2059	254	$	1,880.41	$ 7.40
Jul-07	WARNER/FORESMAN #9	MID2059	183	$	1,281.26	$ 7.00
Aug-07	WARNER/FORESMAN #9	MID2059	216	$	1,418.76	$ 6.57
Sep-07	WARNER/FORESMAN #9	MID2059	209	$	1,442.94	$ 6.90
Oct-07	WARNER/FORESMAN #9	MID2059	166	$	1,045.02	$ 6.30
Nov-07	WARNER/FORESMAN #9	MID2059	264	$	1,397.35	$ 5.29
Dec-07	WARNER/FORESMAN #9	MID2059	235	$	1,085.42	$ 4.62
Jan-08	WARNER/FORESMAN #9	MID2059	270	$	1,508.96	$ 5.59
Feb-08	WARNER/FORESMAN #9	MID2059	241	$	1,553.71	$ 6.45
Mar-08	WARNER/FORESMAN #9	MID2059	233	$	1,486.69	$ 6.38
Apr-08	WARNER/FORESMAN #9	MID2059	214	$	1,356.48	$ 6.34
			24,882	$	122,207.31	

Jan-02	SGL,(TR100) #28	MID2060	3,029	$	5,603.65	$ 1.85
Feb-02	SGL,(TR100) #28	MID2060	5,227	$	15,524.19	$ 2.97
Mar-02	SGL,(TR100) #28	MID2060	2,057	$	4,504.83	$ 2.19
Apr-02	SGL,(TR100) #28	MID2060	4,311	$	10,777.50	$ 2.50
May-02	SGL,(TR100) #28	MID2060	2,175	$	4,219.50	$ 1.94
Jun-02	SGL,(TR100) #28	MID2060	3,603	$	8,034.69	$ 2.23
Jul-02	SGL,(TR100) #28	MID2060	2,240	$	6,988.80	$ 3.12
Aug-02	SGL,(TR100) #28	MID2060	3,633	$	11,407.62	$ 3.14

Sep-02	SGL,(TR100) #28	MID2060	2,728	$	8,784.16	$ 3.22
Oct-02	SGL,(TR100) #28	MID2060	2,215	$	6,844.35	$ 3.09
Nov-02	SGL,(TR100) #28	MID2060	916	$	2,693.04	$ 2.94
Dec-02	SGL,(TR100) #28	MID2060	2,256	$	7,399.68	$ 3.28
Jan-03	SGL,(TR100) #28	MID2060	2,179	$	7,103.54	$ 3.26
Feb-03	SGL,(TR100) #28	MID2060	1,990	$	7,442.60	$ 3.74
Mar-03	SGL,(TR100) #28	MID2060	1,657	$	6,512.01	$ 3.93
Apr-03	SGL,(TR100) #28	MID2060	1,526	$	6,134.52	$ 4.02
May-03	SGL,(TR100) #28	MID2060	1,243	$	5,208.17	$ 4.19
Jun-03	SGL,(TR100) #28	MID2060	1,377	$	6,251.58	$ 4.54
Jul-03	SGL,(TR100) #28	MID2060	1,333	$	6,478.38	$ 4.86
Aug-03	SGL,(TR100) #28	MID2060	1,217	$	5,513.01	$ 4.53
Sep-03	SGL,(TR100) #28	MID2060	783	$	3,398.22	$ 4.34
Oct-03	SGL,(TR100) #28	MID2060	775	$	3,286.00	$ 4.24
Nov-03	SGL,(TR100) #28	MID2060	1,510	$	6,296.70	$ 4.17
Dec-03	SGL,(TR100) #28	MID2060	1,239	$	5,154.24	$ 4.16
Jan-04	SGL,(TR100) #28	MID2060	1,183	$	4,672.85	$ 3.95
Feb-04	SGL,(TR100) #28	MID2060	1,104	$	4,382.88	$ 3.97
Mar-04	SGL,(TR100) #28	MID2060	1,032	$	4,200.24	$ 4.07
Apr-04	SGL,(TR100) #28	MID2060	954	$	5,008.50	$ 5.25
May-04	SGL,(TR100) #28	MID2060	939	$	4,507.20	$ 4.80
Jun-04	SGL,(TR100) #28	MID2060	942	$	4,257.84	$ 4.52
Jul-04	SGL,(TR100) #28	MID2060	955	$	4,478.95	$ 4.69
Aug-04	SGL,(TR100) #28	MID2060	820	$	3,755.60	$ 4.58
Sep-04	SGL,(TR100) #28	MID2060	811	$	4,184.76	$ 5.16
Oct-04	SGL,(TR100) #28	MID2060	884	$	4,225.52	$ 4.78
Nov-04	SGL,(TR100) #28	MID2060	798	$	3,932.96	$ 4.93
Dec-04	SGL,(TR100) #28	MID2060	794	$	3,443.60	$ 4.34
Jan-05	SGL,(TR100) #28	MID2060	817	$	4,027.96	$ 4.93
Feb-05	SGL,(TR100) #28	MID2060	744	$	4,145.50	$ 5.57
Mar-05	SGL,(TR100) #28	MID2060	713	$	4,256.44	$ 5.97
Apr-05	SGL,(TR100) #28	MID2060	628	$	3,737.85	$ 5.95
May-05	SGL,(TR100) #28	MID2060	670	$	4,106.18	$ 6.13
Jun-05	SGL,(TR100) #28	MID2060	660	$	4,084.60	$ 6.19
Jul-05	SGL,(TR100) #28	MID2060	667	$	4,378.59	$ 6.56
Aug-05	SGL,(TR100) #28	MID2060	644	$	4,004.01	$ 6.22
Sep-05	SGL,(TR100) #28	MID2060	527	$	3,007.06	$ 5.71
Oct-05	SGL,(TR100) #28	MID2060	306	$	1,966.33	$ 6.43
Nov-05	SGL,(TR100) #28	MID2060	651	$	4,662.06	$ 7.16
Dec-05	SGL,(TR100) #28	MID2060	596	$	6,099.41	$ 10.23
Jan-06	SGL,(TR100) #28	MID2060	609	$	8,097.26	$ 13.30
Feb-06	SGL,(TR100) #28	MID2060	613	$	8,021.72	$ 13.09
Mar-06	SGL,(TR100) #28	MID2060	606	$	6,334.65	$ 10.45
Apr-06	SGL,(TR100) #28	MID2060	601	$	6,319.34	$ 10.51
May-06	SGL,(TR100) #28	MID2060	549	$	4,225.14	$ 7.70
Jun-06	SGL,(TR100) #28	MID2060	585	$	3,824.35	$ 6.54
Jul-06	SGL,(TR100) #28	MID2060	547	$	3,671.81	$ 6.71
Aug-06	SGL,(TR100) #28	MID2060	530	$	3,470.68	$ 6.55
Sep-06	SGL,(TR100) #28	MID2060	451	$	2,430.19	$ 5.39
Oct-06	SGL,(TR100) #28	MID2060	462	$	2,443.57	$ 5.29
Nov-06	SGL,(TR100) #28	MID2060	563	$	3,582.21	$ 6.36
Dec-06	SGL,(TR100) #28	MID2060	513	$	3,165.18	$ 6.17

Jan-07 SGL,(TR100) #28	MID2060	504	$	1,849.88	$	3.67
Feb-07 SGL,(TR100) #28	MID2060	548	$	3,548.88	$	6.48
Mar-07 SGL,(TR100) #28	MID2060	573	$	4,308.80	$	7.52
Apr-07 SGL,(TR100) #28	MID2060	496	$	2,780.74	$	5.61
May-07 SGL,(TR100) #28	MID2060	432	$	2,680.01	$	6.20
Jun-07 SGL,(TR100) #28	MID2060	580	$	4,293.85	$	7.40
Jul-07 SGL,(TR100) #28	MID2060	541	$	3,787.77	$	7.00
Aug-07 SGL,(TR100) #28	MID2060	567	$	3,724.24	$	6.57
Sep-07 SGL,(TR100) #28	MID2060	536	$	3,700.57	$	6.90
Oct-07 SGL,(TR100) #28	MID2060	522	$	3,286.14	$	6.30
Nov-07 SGL,(TR100) #28	MID2060	474	$	2,508.88	$	5.29
Dec-07 SGL,(TR100) #28	MID2060	404	$	1,866.00	$	4.62
Jan-08 SGL,(TR100) #28	MID2060	504	$	2,816.71	$	5.59
Feb-08 SGL,(TR100) #28	MID2060	481	$	3,100.96	$	6.45
Mar-08 SGL,(TR100) #28	MID2060	610	$	3,892.19	$	6.38
Apr-08 SGL,(TR100) #28	MID2060	508	$	3,220.06	$	6.34
		84,967	$	368,039.65		
Jan-02 SGL,(TR100) #23	MID2061	1,934	$	3,577.90	$	1.85
Feb-02 SGL,(TR100) #23	MID2061	3,054	$	9,070.38	$	2.97
Mar-02 SGL,(TR100) #23	MID2061	1,549	$	3,392.31	$	2.19
Apr-02 SGL,(TR100) #23	MID2061	3,205	$	8,012.50	$	2.50
May-02 SGL,(TR100) #23	MID2061	1,493	$	2,896.42	$	1.94
Jun-02 SGL,(TR100) #23	MID2061	2,112	$	4,709.76	$	2.23
Jul-02 SGL,(TR100) #23	MID2061	2,211	$	6,898.32	$	3.12
Aug-02 SGL,(TR100) #23	MID2061	2,363	$	7,419.82	$	3.14
Sep-02 SGL,(TR100) #23	MID2061	2,246	$	7,232.12	$	3.22
Oct-02 SGL,(TR100) #23	MID2061	1,613	$	4,984.17	$	3.09
Nov-02 SGL,(TR100) #23	MID2061	-	$	-	$	-
Dec-02 SGL,(TR100) #23	MID2061	2,048	$	6,717.44	$	3.28
Jan-03 SGL,(TR100) #23	MID2061	1,832	$	5,972.32	$	3.26
Feb-03 SGL,(TR100) #23	MID2061	1,558	$	5,826.92	$	3.74
Mar-03 SGL,(TR100) #23	MID2061	1,422	$	5,588.46	$	3.93
Apr-03 SGL,(TR100) #23	MID2061	1,321	$	5,310.42	$	4.02
May-03 SGL,(TR100) #23	MID2061	1,146	$	4,801.74	$	4.19
Jun-03 SGL,(TR100) #23	MID2061	1,346	$	6,110.84	$	4.54
Jul-03 SGL,(TR100) #23	MID2061	1,330	$	6,463.80	$	4.86
Aug-03 SGL,(TR100) #23	MID2061	1,265	$	5,730.45	$	4.53
Sep-03 SGL,(TR100) #23	MID2061	1,182	$	5,129.88	$	4.34
Oct-03 SGL,(TR100) #23	MID2061	911	$	3,862.64	$	4.24
Nov-03 SGL,(TR100) #23	MID2061	1,227	$	5,116.59	$	4.17
Dec-03 SGL,(TR100) #23	MID2061	958	$	3,985.28	$	4.16
Jan-04 SGL,(TR100) #23	MID2061	1,041	$	4,111.95	$	3.95
Feb-04 SGL,(TR100) #23	MID2061	976	$	3,874.72	$	3.97
Mar-04 SGL,(TR100) #23	MID2061	1,016	$	4,135.12	$	4.07
Apr-04 SGL,(TR100) #23	MID2061	1,043	$	5,475.75	$	5.25
May-04 SGL,(TR100) #23	MID2061	847	$	4,065.60	$	4.80
Jun-04 SGL,(TR100) #23	MID2061	881	$	3,982.12	$	4.52
Jul-04 SGL,(TR100) #23	MID2061	855	$	4,009.95	$	4.69
Aug-04 SGL,(TR100) #23	MID2061	855	$	3,915.90	$	4.58
Sep-04 SGL,(TR100) #23	MID2061	848	$	4,375.68	$	5.16
Oct-04 SGL,(TR100) #23	MID2061	878	$	4,196.84	$	4.78

Nov-04 SGL,(TR100) #23	MID2061	848	$ 4,179.38	$	4.93
Dec-04 SGL,(TR100) #23	MID2061	809	$ 3,508.65	$	4.34
Jan-05 SGL,(TR100) #23	MID2061	802	$ 3,954.01	$	4.93
Feb-05 SGL,(TR100) #23	MID2061	787	$ 4,385.09	$	5.57
Mar-05 SGL,(TR100) #23	MID2061	755	$ 4,507.17	$	5.97
Apr-05 SGL,(TR100) #23	MID2061	735	$ 4,374.72	$	5.95
May-05 SGL,(TR100) #23	MID2061	622	$ 3,812.00	$	6.13
Jun-05 SGL,(TR100) #23	MID2061	725	$ 4,486.87	$	6.19
Jul-05 SGL,(TR100) #23	MID2061	692	$ 4,542.71	$	6.56
Aug-05 SGL,(TR100) #23	MID2061	691	$ 4,296.23	$	6.22
Sep-05 SGL,(TR100) #23	MID2061	643	$ 3,668.96	$	5.71
Oct-05 SGL,(TR100) #23	MID2061	737	$ 4,735.90	$	6.43
Nov-05 SGL,(TR100) #23	MID2061	665	$ 4,762.32	$	7.16
Dec-05 SGL,(TR100) #23	MID2061	636	$ 6,508.76	$	10.23
Jan-06 SGL,(TR100) #23	MID2061	649	$ 8,629.09	$	13.30
Feb-06 SGL,(TR100) #23	MID2061	631	$ 8,257.27	$	13.09
Mar-06 SGL,(TR100) #23	MID2061	650	$ 6,794.60	$	10.45
Apr-06 SGL,(TR100) #23	MID2061	666	$ 7,002.79	$	10.51
May-06 SGL,(TR100) #23	MID2061	643	$ 4,948.57	$	7.70
Jun-06 SGL,(TR100) #23	MID2061	705	$ 4,608.83	$	6.54
Jul-06 SGL,(TR100) #23	MID2061	649	$ 4,356.49	$	6.71
Aug-06 SGL,(TR100) #23	MID2061	661	$ 4,328.52	$	6.55
Sep-06 SGL,(TR100) #23	MID2061	590	$ 3,179.18	$	5.39
Oct-06 SGL,(TR100) #23	MID2061	604	$ 3,194.62	$	5.29
Nov-06 SGL,(TR100) #23	MID2061	654	$ 4,161.21	$	6.36
Dec-06 SGL,(TR100) #23	MID2061	659	$ 4,065.99	$	6.17
Jan-07 SGL,(TR100) #23	MID2061	644	$ 2,363.73	$	3.67
Feb-07 SGL,(TR100) #23	MID2061	608	$ 3,937.45	$	6.48
Mar-07 SGL,(TR100) #23	MID2061	620	$ 4,662.22	$	7.52
Apr-07 SGL,(TR100) #23	MID2061	570	$ 3,195.61	$	5.61
May-07 SGL,(TR100) #23	MID2061	497	$ 3,083.26	$	6.20
Jun-07 SGL,(TR100) #23	MID2061	585	$ 4,330.86	$	7.40
Jul-07 SGL,(TR100) #23	MID2061	581	$ 4,067.83	$	7.00
Aug-07 SGL,(TR100) #23	MID2061	556	$ 3,651.99	$	6.57
Sep-07 SGL,(TR100) #23	MID2061	546	$ 3,769.60	$	6.90
Oct-07 SGL,(TR100) #23	MID2061	551	$ 3,468.71	$	6.30
Nov-07 SGL,(TR100) #23	MID2061	525	$ 2,778.81	$	5.29
Dec-07 SGL,(TR100) #23	MID2061	560	$ 2,586.54	$	4.62
Jan-08 SGL,(TR100) #23	MID2061	532	$ 2,973.19	$	5.59
Feb-08 SGL,(TR100) #23	MID2061	562	$ 3,623.16	$	6.45
Mar-08 SGL,(TR100) #23	MID2061	544	$ 3,471.08	$	6.38
Apr-08 SGL,(TR100) #23	MID2061	551	$ 3,492.62	$	6.34
		75,506	$ 351,660.70		
Feb-02 CONFER #10	MID2062	1,177	$ 3,495.69	$	2.97
Mar-02 CONFER #10	MID2062	1,021	$ 2,235.99	$	2.19
Apr-02 CONFER #10	MID2062	1,279	$ 3,197.50	$	2.50
May-02 CONFER #10	MID2062	1,091	$ 2,116.54	$	1.94
Jun-02 CONFER #10	MID2062	968	$ 2,158.64	$	2.23
Jul-02 CONFER #10	MID2062	744	$ 2,321.28	$	3.12
Aug-02 CONFER #10	MID2062	1,096	$ 3,441.44	$	3.14
Sep-02 CONFER #10	MID2062	817	$ 2,630.74	$	3.22

Oct-02	CONFER #10	MID2062	632	$	1,952.88	$ 3.09
Nov-02	CONFER #10	MID2062	317	$	931.98	$ 2.94
Dec-02	CONFER #10	MID2062	699	$	2,292.72	$ 3.28
Jan-03	CONFER #10	MID2062	660	$	2,151.60	$ 3.26
Feb-03	CONFER #10	MID2062	641	$	2,397.34	$ 3.74
Mar-03	CONFER #10	MID2062	478	$	1,878.54	$ 3.93
Apr-03	CONFER #10	MID2062	481	$	1,933.62	$ 4.02
May-03	CONFER #10	MID2062	419	$	1,755.61	$ 4.19
Jun-03	CONFER #10	MID2062	492	$	2,233.68	$ 4.54
Jul-03	CONFER #10	MID2062	424	$	2,060.64	$ 4.86
Aug-03	CONFER #10	MID2062	410	$	1,857.30	$ 4.53
Sep-03	CONFER #10	MID2062	238	$	1,032.92	$ 4.34
Oct-03	CONFER #10	MID2062	-	$	-	$ -
Nov-03	CONFER #10	MID2062	936	$	3,903.12	$ 4.17
Dec-03	CONFER #10	MID2062	464	$	1,930.24	$ 4.16
Jan-04	CONFER #10	MID2062	423	$	1,670.85	$ 3.95
Feb-04	CONFER #10	MID2062	383	$	1,520.51	$ 3.97
Mar-04	CONFER #10	MID2062	416	$	1,693.12	$ 4.07
Apr-04	CONFER #10	MID2062	370	$	1,942.50	$ 5.25
May-04	CONFER #10	MID2062	348	$	1,670.40	$ 4.80
Jun-04	CONFER #10	MID2062	374	$	1,690.48	$ 4.52
Jul-04	CONFER #10	MID2062	366	$	1,716.54	$ 4.69
Aug-04	CONFER #10	MID2062	364	$	1,667.12	$ 4.58
Sep-04	CONFER #10	MID2062	383	$	1,976.28	$ 5.16
Oct-04	CONFER #10	MID2062	348	$	1,663.44	$ 4.78
Nov-04	CONFER #10	MID2062	349	$	1,720.05	$ 4.93
Dec-04	CONFER #10	MID2062	351	$	1,522.30	$ 4.34
Jan-05	CONFER #10	MID2062	339	$	1,671.34	$ 4.93
Feb-05	CONFER #10	MID2062	286	$	1,593.57	$ 5.57
Mar-05	CONFER #10	MID2062	328	$	1,958.09	$ 5.97
Apr-05	CONFER #10	MID2062	307	$	1,827.26	$ 5.95
May-05	CONFER #10	MID2062	268	$	1,642.47	$ 6.13
Jun-05	CONFER #10	MID2062	285	$	1,763.80	$ 6.19
Jul-05	CONFER #10	MID2062	260	$	1,794.78	$ 6.90
Aug-05	CONFER #10	MID2062	247	$	1,535.70	$ 6.22
Sep-05	CONFER #10	MID2062	286	$	1,631.92	$ 5.71
Oct-05	CONFER #10	MID2062	271	$	1,741.42	$ 6.43
Nov-05	CONFER #10	MID2062	308	$	2,205.71	$ 7.16
Dec-05	CONFER #10	MID2062	389	$	3,980.99	$ 10.23
Jan-06	CONFER #10	MID2062	416	$	5,531.13	$ 13.30
Feb-06	CONFER #10	MID2062	380	$	4,972.68	$ 13.09
Mar-06	CONFER #10	MID2062	357	$	3,731.80	$ 10.45
Apr-06	CONFER #10	MID2062	430	$	4,521.32	$ 10.51
May-06	CONFER #10	MID2062	233	$	1,793.18	$ 7.70
Jun-06	CONFER #10	MID2062	290	$	1,895.83	$ 6.54
Jul-06	CONFER #10	MID2062	238	$	1,597.61	$ 6.71
Aug-06	CONFER #10	MID2062	377	$	2,468.76	$ 6.55
Sep-06	CONFER #10	MID2062	329	$	1,772.79	$ 5.39
Oct-06	CONFER #10	MID2062	336	$	1,777.14	$ 5.29
Nov-06	CONFER #10	MID2062	327	$	2,080.60	$ 6.36
Dec-06	CONFER #10	MID2062	292	$	1,801.63	$ 6.17
Jan-07	CONFER #10	MID2062	315	$	1,156.18	$ 3.67

Feb-07 CONFER #10	MID2062	293	$ 1,897.49	$	6.48
Mar-07 CONFER #10	MID2062	327	$ 2,458.94	$	7.52
Apr-07 CONFER #10	MID2062	348	$ 1,951.00	$	5.61
May-07 CONFER #10	MID2062	303	$ 1,879.73	$	6.20
Jun-07 CONFER #10	MID2062	246	$ 1,821.19	$	7.40
Jul-07 CONFER #10	MID2062	242	$ 1,694.34	$	7.00
Aug-07 CONFER #10	MID2062	313	$ 2,055.89	$	6.57
Sep-07 CONFER #10	MID2062	299	$ 2,064.31	$	6.90
Oct-07 CONFER #10	MID2062	291	$ 1,831.93	$	6.30
Nov-07 CONFER #10	MID2062	290	$ 1,534.97	$	5.29
Dec-07 CONFER #10	MID2062	279	$ 1,288.65	$	4.62
Jan-08 CONFER #10	MID2062	318	$ 1,777.21	$	5.59
Feb-08 CONFER #10	MID2062	250	$ 1,611.72	$	6.45
Mar-08 CONFER #10	MID2062	212	$ 1,352.70	$	6.38
Apr-08 CONFER #10	MID2062	136	$ 862.07	$	6.34
		32,000	$ 154,893.44		

Jan-02 SGL,(TR100) #27	MID2063	3,174	$ 5,871.90	$	1.85
Feb-02 SGL,(TR100) #27	MID2063	5,053	$ 15,007.41	$	2.97
Mar-02 SGL,(TR100) #27	MID2063	2,198	$ 4,813.62	$	2.19
Apr-02 SGL,(TR100) #27	MID2063	4,794	$ 11,985.00	$	2.50
May-02 SGL,(TR100) #27	MID2063	2,978	$ 5,777.32	$	1.94
Jun-02 SGL,(TR100) #27	MID2063	4,799	$ 10,701.77	$	2.23
Jul-02 SGL,(TR100) #27	MID2063	3,195	$ 9,968.40	$	3.12
Aug-02 SGL,(TR100) #27	MID2063	5,758	$ 18,080.12	$	3.14
Sep-02 SGL,(TR100) #27	MID2063	3,722	$ 11,984.84	$	3.22
Oct-02 SGL,(TR100) #27	MID2063	3,265	$ 10,088.85	$	3.09
Nov-02 SGL,(TR100) #27	MID2063	848	$ 2,493.12	$	2.94
Dec-02 SGL,(TR100) #27	MID2063	2,971	$ 9,744.88	$	3.28
Jan-03 SGL,(TR100) #27	MID2063	3,503	$ 11,419.78	$	3.26
Feb-03 SGL,(TR100) #27	MID2063	2,862	$ 10,703.88	$	3.74
Mar-03 SGL,(TR100) #27	MID2063	2,230	$ 8,763.90	$	3.93
Apr-03 SGL,(TR100) #27	MID2063	2,271	$ 9,129.42	$	4.02
May-03 SGL,(TR100) #27	MID2063	1,870	$ 7,835.30	$	4.19
Jun-03 SGL,(TR100) #27	MID2063	1,920	$ 8,716.80	$	4.54
Jul-03 SGL,(TR100) #27	MID2063	1,997	$ 9,705.42	$	4.86
Aug-03 SGL,(TR100) #27	MID2063	1,701	$ 7,705.53	$	4.53
Sep-03 SGL,(TR100) #27	MID2063	1,065	$ 4,622.10	$	4.34
Oct-03 SGL,(TR100) #27	MID2063	1,038	$ 4,401.12	$	4.24
Nov-03 SGL,(TR100) #27	MID2063	2,055	$ 8,569.35	$	4.17
Dec-03 SGL,(TR100) #27	MID2063	1,771	$ 7,367.36	$	4.16
Jan-04 SGL,(TR100) #27	MID2063	1,514	$ 5,980.30	$	3.95
Feb-04 SGL,(TR100) #27	MID2063	1,537	$ 6,101.89	$	3.97
Mar-04 SGL,(TR100) #27	MID2063	1,389	$ 5,653.23	$	4.07
Apr-04 SGL,(TR100) #27	MID2063	1,455	$ 7,638.75	$	5.25
May-04 SGL,(TR100) #27	MID2063	1,269	$ 6,091.20	$	4.80
Jun-04 SGL,(TR100) #27	MID2063	933	$ 4,217.16	$	4.52
Jul-04 SGL,(TR100) #27	MID2063	1,212	$ 5,684.28	$	4.69
Aug-04 SGL,(TR100) #27	MID2063	1,086	$ 4,973.88	$	4.58
Sep-04 SGL,(TR100) #27	MID2063	1,288	$ 6,646.08	$	5.16
Oct-04 SGL,(TR100) #27	MID2063	1,308	$ 6,252.24	$	4.78

Nov-04 SGL,(TR100) #27	MID2063	1,197	$ 5,899.43	$	4.93
Dec-04 SGL,(TR100) #27	MID2063	1,099	$ 4,766.39	$	4.34
Jan-05 SGL,(TR100) #27	MID2063	1,218	$ 6,004.97	$	4.93
Feb-05 SGL,(TR100) #27	MID2063	1,188	$ 6,619.43	$	5.57
Mar-05 SGL,(TR100) #27	MID2063	1,083	$ 6,465.25	$	5.97
Apr-05 SGL,(TR100) #27	MID2063	948	$ 5,642.50	$	5.95
May-05 SGL,(TR100) #27	MID2063	902	$ 5,528.02	$	6.13
Jun-05 SGL,(TR100) #27	MID2063	997	$ 6,170.22	$	6.19
Jul-05 SGL,(TR100) #27	MID2063	976	$ 6,407.05	$	6.56
Aug-05 SGL,(TR100) #27	MID2063	1,015	$ 6,310.66	$	6.22
Sep-05 SGL,(TR100) #27	MID2063	958	$ 5,466.35	$	5.71
Oct-05 SGL,(TR100) #27	MID2063	961	$ 6,175.30	$	6.43
Nov-05 SGL,(TR100) #27	MID2063	858	$ 6,144.47	$	7.16
Dec-05 SGL,(TR100) #27	MID2063	825	$ 8,442.97	$	10.23
Jan-06 SGL,(TR100) #27	MID2063	869	$ 11,554.21	$	13.30
Feb-06 SGL,(TR100) #27	MID2063	854	$ 11,175.44	$	13.09
Mar-06 SGL,(TR100) #27	MID2063	919	$ 9,606.51	$	10.45
Apr-06 SGL,(TR100) #27	MID2063	877	$ 9,221.40	$	10.51
May-06 SGL,(TR100) #27	MID2063	788	$ 6,064.50	$	7.70
Jun-06 SGL,(TR100) #27	MID2063	846	$ 5,530.60	$	6.54
Jul-06 SGL,(TR100) #27	MID2063	780	$ 5,235.85	$	6.71
Aug-06 SGL,(TR100) #27	MID2063	787	$ 5,153.63	$	6.55
Sep-06 SGL,(TR100) #27	MID2063	753	$ 4,057.50	$	5.39
Oct-06 SGL,(TR100) #27	MID2063	772	$ 4,083.19	$	5.29
Nov-06 SGL,(TR100) #27	MID2063	813	$ 5,172.89	$	6.36
Dec-06 SGL,(TR100) #27	MID2063	783	$ 4,831.07	$	6.17
Jan-07 SGL,(TR100) #27	MID2063	744	$ 2,730.77	$	3.67
Feb-07 SGL,(TR100) #27	MID2063	682	$ 4,416.67	$	6.48
Mar-07 SGL,(TR100) #27	MID2063	712	$ 5,354.04	$	7.52
Apr-07 SGL,(TR100) #27	MID2063	699	$ 3,918.82	$	5.61
May-07 SGL,(TR100) #27	MID2063	609	$ 3,778.07	$	6.20
Jun-07 SGL,(TR100) #27	MID2063	741	$ 5,485.76	$	7.40
Jul-07 SGL,(TR100) #27	MID2063	729	$ 5,104.04	$	7.00
Aug-07 SGL,(TR100) #27	MID2063	708	$ 4,650.38	$	6.57
Sep-07 SGL,(TR100) #27	MID2063	679	$ 4,687.85	$	6.90
Oct-07 SGL,(TR100) #27	MID2063	693	$ 4,362.63	$	6.30
Nov-07 SGL,(TR100) #27	MID2063	653	$ 3,456.31	$	5.29
Dec-07 SGL,(TR100) #27	MID2063	714	$ 3,297.83	$	4.62
Jan-08 SGL,(TR100) #27	MID2063	655	$ 3,660.61	$	5.59
Feb-08 SGL,(TR100) #27	MID2063	687	$ 4,429.02	$	6.45
Mar-08 SGL,(TR100) #27	MID2063	675	$ 4,306.94	$	6.38
Apr-08 SGL,(TR100) #27	MID2063	656	$ 4,158.19	$	6.34
		115,131	$ 510,223.93		
Jan-02 SGL,(TR100) #24	MID2064	1,439	$ 2,662.15	$	1.85
Feb-02 SGL,(TR100) #24	MID2064	4,454	$ 13,228.38	$	2.97
Mar-02 SGL,(TR100) #24	MID2064	2,625	$ 5,748.75	$	2.19
Apr-02 SGL,(TR100) #24	MID2064	4,338	$ 10,845.00	$	2.50
May-02 SGL,(TR100) #24	MID2064	2,887	$ 5,600.78	$	1.94
Jun-02 SGL,(TR100) #24	MID2064	2,440	$ 5,441.20	$	2.23
Jul-02 SGL,(TR100) #24	MID2064	2,914	$ 9,091.68	$	3.12
Aug-02 SGL,(TR100) #24	MID2064	3,461	$ 10,867.54	$	3.14

Sep-02	SGL,(TR100) #24	MID2064	3,112	$	10,020.64	$ 3.22
Oct-02	SGL,(TR100) #24	MID2064	2,351	$	7,264.59	$ 3.09
Nov-02	SGL,(TR100) #24	MID2064	880	$	2,587.20	$ 2.94
Dec-02	SGL,(TR100) #24	MID2064	2,851	$	9,351.28	$ 3.28
Jan-03	SGL,(TR100) #24	MID2064	2,803	$	9,137.78	$ 3.26
Feb-03	SGL,(TR100) #24	MID2064	2,700	$	10,098.00	$ 3.74
Mar-03	SGL,(TR100) #24	MID2064	2,182	$	8,575.26	$ 3.93
Apr-03	SGL,(TR100) #24	MID2064	2,222	$	8,932.44	$ 4.02
May-03	SGL,(TR100) #24	MID2064	1,840	$	7,709.60	$ 4.19
Jun-03	SGL,(TR100) #24	MID2064	1,969	$	8,939.26	$ 4.54
Jul-03	SGL,(TR100) #24	MID2064	2,236	$	10,866.96	$ 4.86
Aug-03	SGL,(TR100) #24	MID2064	1,874	$	8,489.22	$ 4.53
Sep-03	SGL,(TR100) #24	MID2064	1,220	$	5,294.80	$ 4.34
Oct-03	SGL,(TR100) #24	MID2064	1,503	$	6,372.72	$ 4.24
Nov-03	SGL,(TR100) #24	MID2064	2,206	$	9,199.02	$ 4.17
Dec-03	SGL,(TR100) #24	MID2064	1,783	$	7,417.28	$ 4.16
Jan-04	SGL,(TR100) #24	MID2064	1,697	$	6,703.15	$ 3.95
Feb-04	SGL,(TR100) #24	MID2064	1,781	$	7,070.57	$ 3.97
Mar-04	SGL,(TR100) #24	MID2064	1,703	$	6,931.21	$ 4.07
Apr-04	SGL,(TR100) #24	MID2064	1,609	$	8,447.25	$ 5.25
May-04	SGL,(TR100) #24	MID2064	1,392	$	6,681.60	$ 4.80
Jun-04	SGL,(TR100) #24	MID2064	1,544	$	6,978.88	$ 4.52
Jul-04	SGL,(TR100) #24	MID2064	1,470	$	6,894.30	$ 4.69
Aug-04	SGL,(TR100) #24	MID2064	1,364	$	6,247.12	$ 4.58
Sep-04	SGL,(TR100) #24	MID2064	1,467	$	7,569.72	$ 5.16
Oct-04	SGL,(TR100) #24	MID2064	1,570	$	7,504.60	$ 4.78
Nov-04	SGL,(TR100) #24	MID2064	1,446	$	7,126.63	$ 4.93
Dec-04	SGL,(TR100) #24	MID2064	1,405	$	6,093.52	$ 4.34
Jan-05	SGL,(TR100) #24	MID2064	1,357	$	6,690.27	$ 4.93
Feb-05	SGL,(TR100) #24	MID2064	1,274	$	7,098.62	$ 5.57
Mar-05	SGL,(TR100) #24	MID2064	1,354	$	8,083.06	$ 5.97
Apr-05	SGL,(TR100) #24	MID2064	1,282	$	7,630.46	$ 5.95
May-05	SGL,(TR100) #24	MID2064	1,085	$	6,649.55	$ 6.13
Jun-05	SGL,(TR100) #24	MID2064	1,217	$	7,531.76	$ 6.19
Jul-05	SGL,(TR100) #24	MID2064	1,174	$	7,706.84	$ 6.56
Aug-05	SGL,(TR100) #24	MID2064	1,152	$	7,162.45	$ 6.22
Sep-05	SGL,(TR100) #24	MID2064	1,097	$	6,259.48	$ 5.71
Oct-05	SGL,(TR100) #24	MID2064	1,111	$	7,139.19	$ 6.43
Nov-05	SGL,(TR100) #24	MID2064	1,161	$	8,314.32	$ 7.16
Dec-05	SGL,(TR100) #24	MID2064	1,128	$	11,543.84	$ 10.23
Jan-06	SGL,(TR100) #24	MID2064	1,102	$	14,652.17	$ 13.30
Feb-06	SGL,(TR100) #24	MID2064	1,077	$	14,093.62	$ 13.09
Mar-06	SGL,(TR100) #24	MID2064	1,116	$	11,665.79	$ 10.45
Apr-06	SGL,(TR100) #24	MID2064	1,139	$	11,976.25	$ 10.51
May-06	SGL,(TR100) #24	MID2064	999	$	7,688.37	$ 7.70
Jun-06	SGL,(TR100) #24	MID2064	1,106	$	7,230.32	$ 6.54
Jul-06	SGL,(TR100) #24	MID2064	1,021	$	6,853.59	$ 6.71
Aug-06	SGL,(TR100) #24	MID2064	1,047	$	6,856.23	$ 6.55
Sep-06	SGL,(TR100) #24	MID2064	922	$	4,968.14	$ 5.39
Oct-06	SGL,(TR100) #24	MID2064	944	$	4,992.92	$ 5.29
Nov-06	SGL,(TR100) #24	MID2064	994	$	6,324.53	$ 6.36
Dec-06	SGL,(TR100) #24	MID2064	1,038	$	6,404.41	$ 6.17

Jan-07 SGL,(TR100) #24	MID2064	1,030	$	3,780.50	$	3.67
Feb-07 SGL,(TR100) #24	MID2064	935	$	6,055.11	$	6.48
Mar-07 SGL,(TR100) #24	MID2064	1,002	$	7,534.75	$	7.52
Apr-07 SGL,(TR100) #24	MID2064	932	$	5,225.10	$	5.61
May-07 SGL,(TR100) #24	MID2064	812	$	5,037.44	$	6.20
Jun-07 SGL,(TR100) #24	MID2064	907	$	6,714.69	$	7.40
Jul-07 SGL,(TR100) #24	MID2064	882	$	6,175.25	$	7.00
Aug-07 SGL,(TR100) #24	MID2064	862	$	5,661.91	$	6.57
Sep-07 SGL,(TR100) #24	MID2064	869	$	5,999.62	$	6.90
Oct-07 SGL,(TR100) #24	MID2064	878	$	5,527.27	$	6.30
Nov-07 SGL,(TR100) #24	MID2064	858	$	4,541.38	$	5.29
Dec-07 SGL,(TR100) #24	MID2064	855	$	3,949.08	$	4.62
Jan-08 SGL,(TR100) #24	MID2064	877	$	4,901.30	$	5.59
Feb-08 SGL,(TR100) #24	MID2064	937	$	6,040.74	$	6.45
Mar-08 SGL,(TR100) #24	MID2064	889	$	5,672.39	$	6.38
Apr-08 SGL,(TR100) #24	MID2064	862	$	5,463.96	$	6.34
		118,022	$	561,786.75		
Jan-02 SGL,(TR100) #25	MID2065	1,498	$	2,771.30	$	1.85
Feb-02 SGL,(TR100) #25	MID2065	5,834	$	17,326.98	$	2.97
Mar-02 SGL,(TR100) #25	MID2065	2,734	$	5,987.46	$	2.19
Apr-02 SGL,(TR100) #25	MID2065	6,013	$	15,032.50	$	2.50
May-02 SGL,(TR100) #25	MID2065	3,284	$	6,370.96	$	1.94
Jun-02 SGL,(TR100) #25	MID2065	5,511	$	12,289.53	$	2.23
Jul-02 SGL,(TR100) #25	MID2065	4,314	$	13,459.68	$	3.12
Aug-02 SGL,(TR100) #25	MID2065	6,939	$	21,788.46	$	3.14
Sep-02 SGL,(TR100) #25	MID2065	5,977	$	19,245.94	$	3.22
Oct-02 SGL,(TR100) #25	MID2065	4,344	$	13,422.96	$	3.09
Nov-02 SGL,(TR100) #25	MID2065	1,299	$	3,819.06	$	2.94
Dec-02 SGL,(TR100) #25	MID2065	4,901	$	16,075.28	$	3.28
Jan-03 SGL,(TR100) #25	MID2065	5,101	$	16,629.26	$	3.26
Feb-03 SGL,(TR100) #25	MID2065	3,683	$	13,774.42	$	3.74
Mar-03 SGL,(TR100) #25	MID2065	3,988	$	15,672.84	$	3.93
Apr-03 SGL,(TR100) #25	MID2065	4,007	$	16,108.14	$	4.02
May-03 SGL,(TR100) #25	MID2065	3,048	$	12,771.12	$	4.19
Jun-03 SGL,(TR100) #25	MID2065	3,658	$	16,607.32	$	4.54
Jul-03 SGL,(TR100) #25	MID2065	3,414	$	16,592.04	$	4.86
Aug-03 SGL,(TR100) #25	MID2065	2,880	$	13,046.40	$	4.53
Sep-03 SGL,(TR100) #25	MID2065	2,075	$	9,005.50	$	4.34
Oct-03 SGL,(TR100) #25	MID2065	2,450	$	10,388.00	$	4.24
Nov-03 SGL,(TR100) #25	MID2065	3,408	$	14,211.36	$	4.17
Dec-03 SGL,(TR100) #25	MID2065	2,779	$	11,560.64	$	4.16
Jan-04 SGL,(TR100) #25	MID2065	2,204	$	8,705.80	$	3.95
Feb-04 SGL,(TR100) #25	MID2065	3,082	$	12,235.54	$	3.97
Mar-04 SGL,(TR100) #25	MID2065	2,759	$	11,229.13	$	4.07
Apr-04 SGL,(TR100) #25	MID2065	2,408	$	12,642.00	$	5.25
May-04 SGL,(TR100) #25	MID2065	2,225	$	10,680.00	$	4.80
Jun-04 SGL,(TR100) #25	MID2065	2,360	$	10,667.20	$	4.52
Jul-04 SGL,(TR100) #25	MID2065	2,288	$	10,730.72	$	4.69
Aug-04 SGL,(TR100) #25	MID2065	2,161	$	9,897.38	$	4.58
Sep-04 SGL,(TR100) #25	MID2065	2,414	$	12,456.24	$	5.16
Oct-04 SGL,(TR100) #25	MID2065	2,527	$	12,079.06	$	4.78

Nov-04 SGL,(TR100) #25	MID2065	2,311	$	11,389.80	$ 4.93
Dec-04 SGL,(TR100) #25	MID2065	2,153	$	9,337.61	$ 4.34
Jan-05 SGL,(TR100) #25	MID2065	2,190	$	10,797.11	$ 4.93
Feb-05 SGL,(TR100) #25	MID2065	2,062	$	11,489.27	$ 5.57
Mar-05 SGL,(TR100) #25	MID2065	2,038	$	12,166.37	$ 5.97
Apr-05 SGL,(TR100) #25	MID2065	2,003	$	11,921.85	$ 5.95
May-05 SGL,(TR100) #25	MID2065	1,767	$	10,829.27	$ 6.13
Jun-05 SGL,(TR100) #25	MID2065	1,761	$	10,898.46	$ 6.19
Jul-05 SGL,(TR100) #25	MID2065	1,829	$	12,006.66	$ 5.56
Aug-05 SGL,(TR100) #25	MID2065	1,867	$	11,607.89	$ 6.22
Sep-05 SGL,(TR100) #25	MID2065	1,860	$	10,613.16	$ 5.71
Oct-05 SGL,(TR100) #25	MID2065	1,836	$	11,797.97	$ 6.43
Nov-05 SGL,(TR100) #25	MID2065	1,757	$	12,582.56	$ 7.16
Dec-05 SGL,(TR100) #25	MID2065	1,705	$	17,448.80	$ 10.23
Jan-06 SGL,(TR100) #25	MID2065	1,756	$	23,347.75	$ 13.30
Feb-06 SGL,(TR100) #25	MID2065	1,630	$	21,330.18	$ 13.09
Mar-06 SGL,(TR100) #25	MID2065	1,719	$	17,969.08	$ 10.45
Apr-06 SGL,(TR100) #25	MID2065	1,673	$	17,591.10	$ 10.51
May-06 SGL,(TR100) #25	MID2065	1,524	$	11,728.80	$ 7.70
Jun-06 SGL,(TR100) #25	MID2065	1,681	$	10,989.29	$ 6.54
Jul-06 SGL,(TR100) #25	MID2065	1,585	$	10,639.51	$ 6.71
Aug-06 SGL,(TR100) #25	MID2065	1,575	$	10,313.81	$ 6.55
Sep-06 SGL,(TR100) #25	MID2065	1,481	$	7,980.28	$ 5.39
Oct-06 SGL,(TR100) #25	MID2065	1,517	$	8,023.58	$ 5.29
Nov-06 SGL,(TR100) #25	MID2065	1,572	$	10,002.18	$ 6.36
Dec-06 SGL,(TR100) #25	MID2065	1,533	$	9,458.53	$ 6.17
Jan-07 SGL,(TR100) #25	MID2065	1,579	$	5,795.54	$ 3.67
Feb-07 SGL,(TR100) #25	MID2065	1,420	$	9,196.00	$ 6.48
Mar-07 SGL,(TR100) #25	MID2065	1,484	$	11,159.25	$ 7.52
Apr-07 SGL,(TR100) #25	MID2065	1,442	$	8,084.33	$ 5.61
May-07 SGL,(TR100) #25	MID2065	1,256	$	7,791.88	$ 6.20
Jun-07 SGL,(TR100) #25	MID2065	1,358	$	10,053.52	$ 7.40
Jul-07 SGL,(TR100) #25	MID2065	1,378	$	9,647.95	$ 7.00
Aug-07 SGL,(TR100) #25	MID2065	1,300	$	8,538.84	$ 6.57
Sep-07 SGL,(TR100) #25	MID2065	1,228	$	8,478.17	$ 6.90
Oct-07 SGL,(TR100) #25	MID2065	1,295	$	8,152.40	$ 6.30
Nov-07 SGL,(TR100) #25	MID2065	1,260	$	6,669.15	$ 5.29
Dec-07 SGL,(TR100) #25	MID2065	1,208	$	5,579.52	$ 4.62
Jan-08 SGL,(TR100) #25	MID2065	1,171	$	6,544.39	$ 5.59
Feb-08 SGL,(TR100) #25	MID2065	1,192	$	7,684.69	$ 6.45
Mar-08 SGL,(TR100) #25	MID2065	1,164	$	7,427.07	$ 6.38
Apr-08 SGL,(TR100) #25	MID2065	1,114	$	7,061.31	$ 6.34
		184,801	$	877,405.10	

Feb-02 SGL,(TR100) #29	MID2066	2,131	$	6,329.07	$ 2.97
Mar-02 SGL,(TR100) #29	MID2066	1,805	$	3,952.95	$ 2.19
Apr-02 SGL,(TR100) #29	MID2066	3,892	$	9,730.00	$ 2.50
May-02 SGL,(TR100) #29	MID2066	2,521	$	4,890.74	$ 1.94
Jun-02 SGL,(TR100) #29	MID2066	3,258	$	7,265.34	$ 2.23
Jul-02 SGL,(TR100) #29	MID2066	1,660	$	5,179.20	$ 3.12
Aug-02 SGL,(TR100) #29	MID2066	3,327	$	10,446.78	$ 3.14
Sep-02 SGL,(TR100) #29	MID2066	2,585	$	8,323.70	$ 3.22

Oct-02	SGL,(TR100) #29	MID2066	2,039	$	6,300.51	$ 3.09
Nov-02	SGL,(TR100) #29	MID2066	953	$	2,801.82	$ 2.94
Dec-02	SGL,(TR100) #29	MID2066	1,966	$	6,448.48	$ 3.28
Jan-03	SGL,(TR100) #29	MID2066	2,064	$	6,728.64	$ 3.26
Feb-03	SGL,(TR100) #29	MID2066	2,020	$	7,554.80	$ 3.74
Mar-03	SGL,(TR100) #29	MID2066	1,626	$	6,390.18	$ 3.93
Apr-03	SGL,(TR100) #29	MID2066	1,661	$	6,677.22	$ 4.02
May-03	SGL,(TR100) #29	MID2066	1,261	$	5,283.59	$ 4.19
Jun-03	SGL,(TR100) #29	MID2066	1,404	$	6,374.16	$ 4.54
Jul-03	SGL,(TR100) #29	MID2066	1,261	$	6,128.46	$ 4.86
Aug-03	SGL,(TR100) #29	MID2066	1,193	$	5,404.29	$ 4.53
Sep-03	SGL,(TR100) #29	MID2066	879	$	3,814.86	$ 4.34
Oct-03	SGL,(TR100) #29	MID2066	1,169	$	4,956.56	$ 4.24
Nov-03	SGL,(TR100) #29	MID2066	1,365	$	5,692.05	$ 4.17
Dec-03	SGL,(TR100) #29	MID2066	1,044	$	4,343.04	$ 4.16
Jan-04	SGL,(TR100) #29	MID2066	879	$	3,472.05	$ 3.95
Feb-04	SGL,(TR100) #29	MID2066	907	$	3,600.79	$ 3.97
Mar-04	SGL,(TR100) #29	MID2066	814	$	3,312.98	$ 4.07
Apr-04	SGL,(TR100) #29	MID2066	1,079	$	5,664.75	$ 5.25
May-04	SGL,(TR100) #29	MID2066	731	$	3,508.80	$ 4.80
Jun-04	SGL,(TR100) #29	MID2066	772	$	3,489.44	$ 4.52
Jul-04	SGL,(TR100) #29	MID2066	744	$	3,489.36	$ 4.69
Aug-04	SGL,(TR100) #29	MID2066	722	$	3,306.76	$ 4.58
Sep-04	SGL,(TR100) #29	MID2066	745	$	3,844.20	$ 5.16
Oct-04	SGL,(TR100) #29	MID2066	756	$	3,613.68	$ 4.78
Nov-04	SGL,(TR100) #29	MID2066	715	$	3,523.89	$ 4.93
Dec-04	SGL,(TR100) #29	MID2066	687	$	2,979.53	$ 4.34
Jan-05	SGL,(TR100) #29	MID2066	678	$	3,342.66	$ 4.93
Feb-05	SGL,(TR100) #29	MID2066	630	$	3,510.31	$ 5.57
Mar-05	SGL,(TR100) #29	MID2066	670	$	3,999.74	$ 5.97
Apr-05	SGL,(TR100) #29	MID2066	601	$	3,577.15	$ 5.95
May-05	SGL,(TR100) #29	MID2066	585	$	3,585.24	$ 6.13
Jun-05	SGL,(TR100) #29	MID2066	725	$	4,486.87	$ 6.19
Jul-05	SGL,(TR100) #29	MID2066	704	$	4,621.48	$ 6.56
Aug-05	SGL,(TR100) #29	MID2066	715	$	4,445.44	$ 6.22
Sep-05	SGL,(TR100) #29	MID2066	703	$	4,011.32	$ 5.71
Oct-05	SGL,(TR100) #29	MID2066	703	$	4,517.42	$ 6.43
Nov-05	SGL,(TR100) #29	MID2066	650	$	4,654.91	$ 7.16
Dec-05	SGL,(TR100) #29	MID2066	650	$	4,654.91	$ 7.16
Jan-06	SGL,(TR100) #29	MID2066	678	$	9,014.68	$ 13.30
Feb-06	SGL,(TR100) #29	MID2066	637	$	8,335.78	$ 13.09
Mar-06	SGL,(TR100) #29	MID2066	650	$	6,794.60	$ 10.45
Apr-06	SGL,(TR100) #29	MID2066	650	$	6,834.55	$ 10.51
May-06	SGL,(TR100) #29	MID2066	550	$	4,232.84	$ 7.70
Jun-06	SGL,(TR100) #29	MID2066	638	$	4,170.83	$ 6.54
Jul-06	SGL,(TR100) #29	MID2066	592	$	3,973.88	$ 6.71
Aug-06	SGL,(TR100) #29	MID2066	596	$	3,902.88	$ 6.55
Sep-06	SGL,(TR100) #29	MID2066	558	$	3,006.75	$ 5.39
Oct-06	SGL,(TR100) #29	MID2066	571	$	3,020.09	$ 5.29
Nov-06	SGL,(TR100) #29	MID2066	600	$	3,817.63	$ 6.36
Dec-06	SGL,(TR100) #29	MID2066	558	$	3,442.83	$ 6.17
Jan-07	SGL,(TR100) #29	MID2066	582	$	2,136.17	$ 3.67

Feb-07	SGL,(TR100) #29	MID2066	529	$	3,425.83	$ 6.48
Mar-07	SGL,(TR100) #29	MID2066	567	$	4,263.68	$ 7.52
Apr-07	SGL,(TR100) #29	MID2066	553	$	3,100.30	$ 5.61
May-07	SGL,(TR100) #29	MID2066	-	$	-	$ -
Jun-07	SGL,(TR100) #29	MID2066	543	$	4,019.93	$ 7.40
Jul-07	SGL,(TR100) #29	MID2066	536	$	3,752.76	$ 7.00
Aug-07	SGL,(TR100) #29	MID2066	541	$	3,553.47	$ 6.57
Sep-07	SGL,(TR100) #29	MID2066	523	$	3,610.82	$ 6.90
Oct-07	SGL,(TR100) #29	MID2066	539	$	3,393.16	$ 6.30
Nov-07	SGL,(TR100) #29	MID2066	513	$	2,715.30	$ 5.29
Dec-07	SGL,(TR100) #29	MID2066	525	$	2,424.88	$ 4.62
Jan-08	SGL,(TR100) #29	MID2066	540	$	3,017.91	$ 5.59
Feb-08	SGL,(TR100) #29	MID2066	466	$	3,004.25	$ 6.45
Mar-08	SGL,(TR100) #29	MID2066	491	$	3,132.90	$ 6.38
Apr-08	SGL,(TR100) #29	MID2066	471	$	2,985.52	$ 6.34
			75,846	$	343,314.34	

Apr-02	CONFER #11	MID2067	1,344	$	3,360.00	$ 2.50
May-02	CONFER #11	MID2067	1,187	$	2,302.78	$ 1.94
Jun-02	CONFER #11	MID2067	996	$	2,221.08	$ 2.23
Jul-02	CONFER #11	MID2067	1,132	$	3,531.84	$ 3.12
Aug-02	CONFER #11	MID2067	1,408	$	4,421.12	$ 3.14
Sep-02	CONFER #11	MID2067	1,190	$	3,831.80	$ 3.22
Oct-02	CONFER #11	MID2067	660	$	2,039.40	$ 3.09
Nov-02	CONFER #11	MID2067	130	$	382.20	$ 2.94
Dec-02	CONFER #11	MID2067	1,280	$	4,198.40	$ 3.28
Jan-03	CONFER #11	MID2067	947	$	3,087.22	$ 3.26
Feb-03	CONFER #11	MID2067	793	$	2,965.82	$ 3.74
Mar-03	CONFER #11	MID2067	563	$	2,212.59	$ 3.93
Apr-03	CONFER #11	MID2067	512	$	2,058.24	$ 4.02
May-03	CONFER #11	MID2067	638	$	2,673.22	$ 4.19
Jun-03	CONFER #11	MID2067	772	$	3,504.88	$ 4.54
Jul-03	CONFER #11	MID2067	686	$	3,333.96	$ 4.86
Aug-03	CONFER #11	MID2067	631	$	2,858.43	$ 4.53
Sep-03	CONFER #11	MID2067	289	$	1,254.26	$ 4.34
Oct-03	CONFER #11	MID2067	292	$	1,238.08	$ 4.24
Nov-03	CONFER #11	MID2067	677	$	2,823.09	$ 4.17
Dec-03	CONFER #11	MID2067	628	$	2,612.48	$ 4.16
Jan-04	CONFER #11	MID2067	599	$	2,366.05	$ 3.95
Feb-04	CONFER #11	MID2067	510	$	2,024.70	$ 3.97
Mar-04	CONFER #11	MID2067	505	$	2,055.35	$ 4.07
Apr-04	CONFER #11	MID2067	479	$	2,514.75	$ 5.25
May-04	CONFER #11	MID2067	421	$	2,020.80	$ 4.80
Jun-04	CONFER #11	MID2067	534	$	2,413.68	$ 4.52
Jul-04	CONFER #11	MID2067	445	$	2,087.05	$ 4.69
Aug-04	CONFER #11	MID2067	339	$	1,552.62	$ 4.58
Sep-04	CONFER #11	MID2067	455	$	2,347.80	$ 5.16
Oct-04	CONFER #11	MID2067	349	$	1,668.22	$ 4.78
Nov-04	CONFER #11	MID2067	266	$	1,310.99	$ 4.93
Dec-04	CONFER #11	MID2067	275	$	1,192.68	$ 4.34
Jan-05	CONFER #11	MID2067	278	$	1,370.59	$ 4.93
Feb-05	CONFER #11	MID2067	243	$	1,353.98	$ 5.57

Mar-05 CONFER #11	MID2067	242	$	1,444.68	$	5.97
Apr-05 CONFER #11	MID2067	240	$	1,428.48	$	5.95
May-05 CONFER #11	MID2067	317	$	1,942.78	$	6.13
Jun-05 CONFER #11	MID2067	375	$	2,320.79	$	6.19
Jul-05 CONFER #11	MID2067	358	$	2,471.27	$	6.09
Aug-05 CONFER #11	MID2067	303	$	1,883.87	$	6.22
Sep-05 CONFER #11	MID2067	334	$	1,905.80	$	5.71
Oct-05 CONFER #11	MID2067	352	$	2,261.92	$	6.43
Nov-05 CONFER #11	MID2067	295	$	2,112.61	$	7.16
Dec-05 CONFER #11	MID2067	362	$	3,704.67	$	10.23
Jan-06 CONFER #11	MID2067	360	$	4,786.55	$	13.30
Feb-06 CONFER #11	MID2067	356	$	4,658.62	$	13.09
Mar-06 CONFER #11	MID2067	290	$	3,031.43	$	10.45
Apr-06 CONFER #11	MID2067	346	$	3,638.09	$	10.51
May-06 CONFER #11	MID2067	243	$	1,870.15	$	7.70
Jun-06 CONFER #11	MID2067	287	$	1,876.22	$	6.54
Jul-06 CONFER #11	MID2067	258	$	1,731.86	$	6.71
Aug-06 CONFER #11	MID2067	307	$	2,010.38	$	6.55
Sep-06 CONFER #11	MID2067	279	$	1,503.38	$	5.39
Oct-06 CONFER #11	MID2067	286	$	1,512.68	$	5.29
Nov-06 CONFER #11	MID2067	345	$	2,195.14	$	6.36
Dec-06 CONFER #11	MID2067	305	$	1,881.84	$	6.17
Jan-07 CONFER #11	MID2067	327	$	1,200.21	$	3.67
Feb-07 CONFER #11	MID2067	279	$	1,806.82	$	6.48
Mar-07 CONFER #11	MID2067	227	$	1,706.98	$	7.52
Apr-07 CONFER #11	MID2067	301	$	1,687.51	$	5.61
May-07 CONFER #11	MID2067	262	$	1,625.38	$	6.20
Jun-07 CONFER #11	MID2067	179	$	1,325.17	$	7.40
Jul-07 CONFER #11	MID2067	205	$	1,435.29	$	7.00
Aug-07 CONFER #11	MID2067	217	$	1,425.33	$	6.57
Sep-07 CONFER #11	MID2067	250	$	1,726.01	$	6.90
Oct-07 CONFER #11	MID2067	264	$	1,661.96	$	6.30
Nov-07 CONFER #11	MID2067	279	$	1,476.74	$	5.29
Dec-07 CONFER #11	MID2067	267	$	1,233.23	$	4.62
Jan-08 CONFER #11	MID2067	233	$	1,302.17	$	5.59
Feb-08 CONFER #11	MID2067	242	$	1,560.15	$	6.45
Mar-08 CONFER #11	MID2067	178	$	1,135.75	$	6.38
Apr-08 CONFER #11	MID2067	246	$	1,559.32	$	6.34
		33,249	$	159,231.38		
Jan-02 SGL,(TR100) #36	MID2068	579	$	1,071.15	$	1.85
Feb-02 SGL,(TR100) #36	MID2068	2,478	$	7,359.66	$	2.97
Mar-02 SGL,(TR100) #36	MID2068	1,083	$	2,371.77	$	2.19
Apr-02 SGL,(TR100) #36	MID2068	1,767	$	4,417.50	$	2.50
May-02 SGL,(TR100) #36	MID2068	1,221	$	2,368.74	$	1.94
Jun-02 SGL,(TR100) #36	MID2068	1,014	$	2,261.22	$	2.23
Jul-02 SGL,(TR100) #36	MID2068	697	$	2,174.64	$	3.12
Aug-02 SGL,(TR100) #36	MID2068	1,209	$	3,796.26	$	3.14
Sep-02 SGL,(TR100) #36	MID2068	889	$	2,862.58	$	3.22
Oct-02 SGL,(TR100) #36	MID2068	636	$	1,965.24	$	3.09
Nov-02 SGL,(TR100) #36	MID2068	382	$	1,123.08	$	2.94
Dec-02 SGL,(TR100) #36	MID2068	987	$	3,237.36	$	3.28

Jan-03 SGL,(TR100) #36	MID2068	781	$ 2,546.06	$	3.26
Feb-03 SGL,(TR100) #36	MID2068	673	$ 2,517.02	$	3.74
Mar-03 SGL,(TR100) #36	MID2068	548	$ 2,153.64	$	3.93
Apr-03 SGL,(TR100) #36	MID2068	647	$ 2,600.94	$	4.02
May-03 SGL,(TR100) #36	MID2068	431	$ 1,805.89	$	4.19
Jun-03 SGL,(TR100) #36	MID2068	387	$ 1,756.98	$	4.54
Jul-03 SGL,(TR100) #36	MID2068	434	$ 2,109.24	$	4.86
Aug-03 SGL,(TR100) #36	MID2068	284	$ 1,286.52	$	4.53
Sep-03 SGL,(TR100) #36	MID2068	332	$ 1,440.88	$	4.34
Oct-03 SGL,(TR100) #36	MID2068	439	$ 1,861.36	$	4.24
Nov-03 SGL,(TR100) #36	MID2068	395	$ 1,647.15	$	4.17
Dec-03 SGL,(TR100) #36	MID2068	234	$ 973.44	$	4.16
Jan-04 SGL,(TR100) #36	MID2068	270	$ 1,066.50	$	3.95
Feb-04 SGL,(TR100) #36	MID2068	343	$ 1,361.71	$	3.97
Mar-04 SGL,(TR100) #36	MID2068	314	$ 1,277.98	$	4.07
Apr-04 SGL,(TR100) #36	MID2068	268	$ 1,407.00	$	5.25
May-04 SGL,(TR100) #36	MID2068	314	$ 1,507.20	$	4.80
Jun-04 SGL,(TR100) #36	MID2068	295	$ 1,333.40	$	4.52
Jul-04 SGL,(TR100) #36	MID2068	274	$ 1,285.06	$	4.69
Aug-04 SGL,(TR100) #36	MID2068	262	$ 1,199.96	$	4.58
Sep-04 SGL,(TR100) #36	MID2068	279	$ 1,439.64	$	5.16
Oct-04 SGL,(TR100) #36	MID2068	273	$ 1,304.94	$	4.78
Nov-04 SGL,(TR100) #36	MID2068	249	$ 1,227.20	$	4.93
Dec-04 SGL,(TR100) #36	MID2068	244	$ 1,058.24	$	4.34
Jan-05 SGL,(TR100) #36	MID2068	247	$ 1,217.75	$	4.93
Feb-05 SGL,(TR100) #36	MID2068	243	$ 1,353.98	$	5.57
Mar-05 SGL,(TR100) #36	MID2068	242	$ 1,444.68	$	5.97
Apr-05 SGL,(TR100) #36	MID2068	240	$ 1,428.48	$	5.95
May-05 SGL,(TR100) #36	MID2068	207	$ 1,268.62	$	6.13
Jun-05 SGL,(TR100) #36	MID2068	220	$ 1,361.53	$	6.19
Jul-05 SGL,(TR100) #36	MID2068	198	$ 1,299.79	$	6.56
Aug-05 SGL,(TR100) #36	MID2068	205	$ 1,274.57	$	6.22
Sep-05 SGL,(TR100) #36	MID2068	180	$ 1,027.08	$	5.71
Oct-05 SGL,(TR100) #36	MID2068	194	$ 1,246.63	$	6.43
Nov-05 SGL,(TR100) #36	MID2068	180	$ 1,289.05	$	7.16
Dec-05 SGL,(TR100) #36	MID2068	175	$ 1,790.94	$	10.23
Jan-06 SGL,(TR100) #36	MID2068	175	$ 2,326.80	$	13.30
Feb-06 SGL,(TR100) #36	MID2068	166	$ 2,172.28	$	13.09
Mar-06 SGL,(TR100) #36	MID2068	160	$ 1,672.51	$	10.45
Apr-06 SGL,(TR100) #36	MID2068	161	$ 1,692.86	$	10.51
May-06 SGL,(TR100) #36	MID2068	145	$ 1,115.93	$	7.70
Jun-06 SGL,(TR100) #36	MID2068	168	$ 1,098.27	$	6.54
Jul-06 SGL,(TR100) #36	MID2068	155	$ 1,040.45	$	6.71
Aug-06 SGL,(TR100) #36	MID2068	130	$ 851.30	$	6.55
Sep-06 SGL,(TR100) #36	MID2068	135	$ 727.44	$	5.39
Oct-06 SGL,(TR100) #36	MID2068	138	$ 729.90	$	5.29
Nov-06 SGL,(TR100) #36	MID2068	159	$ 1,011.67	$	6.36
Dec-06 SGL,(TR100) #36	MID2068	139	$ 857.62	$	6.17
Jan-07 SGL,(TR100) #36	MID2068	156	$ 572.58	$	3.67
Feb-07 SGL,(TR100) #36	MID2068	137	$ 887.22	$	6.48
Mar-07 SGL,(TR100) #36	MID2068	54	$ 406.06	$	7.52
Apr-07 SGL,(TR100) #36	MID2068	208	$ 1,166.12	$	5.61

May-07	SGL,(TR100) #36	MID2068	181	$ 1,122.88	$ 6.20
Jun-07	SGL,(TR100) #36	MID2068	128	$ 947.61	$ 7.40
Jul-07	SGL,(TR100) #36	MID2068	136	$ 952.19	$ 7.00
Aug-07	SGL,(TR100) #36	MID2068	141	$ 926.14	$ 6.57
Sep-07	SGL,(TR100) #36	MID2068	153	$ 1,056.32	$ 6.90
Oct-07	SGL,(TR100) #36	MID2068	127	$ 799.51	$ 6.30
Nov-07	SGL,(TR100) #36	MID2068	135	$ 714.56	$ 5.29
Dec-07	SGL,(TR100) #36	MID2068	147	$ 678.97	$ 4.62
Jan-08	SGL,(TR100) #36	MID2068	121	$ 676.23	$ 5.59
Feb-08	SGL,(TR100) #36	MID2068	126	$ 812.31	$ 6.45
Mar-08	SGL,(TR100) #36	MID2068	142	$ 906.05	$ 6.38
Apr-08	SGL,(TR100) #36	MID2068	138	$ 874.74	$ 6.34
			28,504	$ 117,976.77	

Apr-02	SGL,(TR100) #59	MID2070	460	$ 1,150.00	$ 2.50
May-02	SGL,(TR100) #59	MID2070	2,229	$ 4,324.26	$ 1.94
Jun-02	SGL,(TR100) #59	MID2070	2,190	$ 4,883.70	$ 2.23
Jul-02	SGL,(TR100) #59	MID2070	2,521	$ 7,865.52	$ 3.12
Aug-02	SGL,(TR100) #59	MID2070	2,344	$ 7,360.16	$ 3.14
Sep-02	SGL,(TR100) #59	MID2070	1,970	$ 6,343.40	$ 3.22
Oct-02	SGL,(TR100) #59	MID2070	1,588	$ 4,906.92	$ 3.09
Nov-02	SGL,(TR100) #59	MID2070	558	$ 1,640.52	$ 2.94
Dec-02	SGL,(TR100) #59	MID2070	1,764	$ 5,785.92	$ 3.28
Jan-03	SGL,(TR100) #59	MID2070	1,498	$ 4,883.48	$ 3.26
Feb-03	SGL,(TR100) #59	MID2070	1,552	$ 5,804.48	$ 3.74
Mar-03	SGL,(TR100) #59	MID2070	1,232	$ 4,841.76	$ 3.93
Apr-03	SGL,(TR100) #59	MID2070	1,163	$ 4,675.26	$ 4.02
May-03	SGL,(TR100) #59	MID2070	950	$ 3,980.50	$ 4.19
Jun-03	SGL,(TR100) #59	MID2070	1,082	$ 4,912.28	$ 4.54
Jul-03	SGL,(TR100) #59	MID2070	1,287	$ 6,254.82	$ 4.86
Aug-03	SGL,(TR100) #59	MID2070	961	$ 4,353.33	$ 4.53
Sep-03	SGL,(TR100) #59	MID2070	749	$ 3,250.66	$ 4.34
Oct-03	SGL,(TR100) #59	MID2070	939	$ 3,981.36	$ 4.24
Nov-03	SGL,(TR100) #59	MID2070	895	$ 3,732.15	$ 4.17
Dec-03	SGL,(TR100) #59	MID2070	806	$ 3,352.96	$ 4.16
Jan-04	SGL,(TR100) #59	MID2070	816	$ 3,223.20	$ 3.95
Feb-04	SGL,(TR100) #59	MID2070	707	$ 2,806.79	$ 3.97
Mar-04	SGL,(TR100) #59	MID2070	584	$ 2,376.88	$ 4.07
Apr-04	SGL,(TR100) #59	MID2070	575	$ 3,018.75	$ 5.25
May-04	SGL,(TR100) #59	MID2070	501	$ 2,404.80	$ 4.80
Jun-04	SGL,(TR100) #59	MID2070	586	$ 2,648.72	$ 4.52
Jul-04	SGL,(TR100) #59	MID2070	733	$ 3,437.77	$ 4.69
Aug-04	SGL,(TR100) #59	MID2070	552	$ 2,528.16	$ 4.58
Sep-04	SGL,(TR100) #59	MID2070	343	$ 1,769.88	$ 5.16
Oct-04	SGL,(TR100) #59	MID2070	583	$ 2,786.74	$ 4.78
Nov-04	SGL,(TR100) #59	MID2070	632	$ 3,114.82	$ 4.93
Dec-04	SGL,(TR100) #59	MID2070	596	$ 2,584.86	$ 4.34
Jan-05	SGL,(TR100) #59	MID2070	617	$ 3,041.93	$ 4.93
Feb-05	SGL,(TR100) #59	MID2070	587	$ 3,270.71	$ 5.57
Mar-05	SGL,(TR100) #59	MID2070	570	$ 3,402.77	$ 5.97
Apr-05	SGL,(TR100) #59	MID2070	441	$ 2,624.83	$ 5.95
May-05	SGL,(TR100) #59	MID2070	427	$ 2,616.92	$ 6.13

Jun-05 SGL,(TR100) #59	MID2070	505	$ 3,125.34	$	6.19
Jul-05 SGL,(TR100) #59	MID2070	482	$ 3,164.14	$	6.56
Aug-05 SGL,(TR100) #59	MID2070	507	$ 3,152.22	$	6.22
Sep-05 SGL,(TR100) #59	MID2070	552	$ 3,149.71	$	5.71
Oct-05 SGL,(TR100) #59	MID2070	487	$ 3,129.42	$	6.43
Nov-05 SGL,(TR100) #59	MID2070	335	$ 2,399.07	$	7.16
Dec-05 SGL,(TR100) #59	MID2070	473	$ 4,840.63	$	10.23
Jan-06 SGL,(TR100) #59	MID2070	473	$ 6,289.00	$	13.30
Feb-06 SGL,(TR100) #59	MID2070	469	$ 6,137.33	$	13.09
Mar-06 SGL,(TR100) #59	MID2070	479	$ 5,007.10	$	10.45
Apr-06 SGL,(TR100) #59	MID2070	425	$ 4,468.75	$	10.51
May-06 SGL,(TR100) #59	MID2070	426	$ 3,278.52	$	7.70
Jun-06 SGL,(TR100) #59	MID2070	464	$ 3,033.33	$	6.54
Jul-06 SGL,(TR100) #59	MID2070	470	$ 3,154.93	$	6.71
Aug-06 SGL,(TR100) #59	MID2070	451	$ 2,953.35	$	6.55
Sep-06 SGL,(TR100) #59	MID2070	417	$ 2,246.98	$	5.39
Oct-06 SGL,(TR100) #59	MID2070	427	$ 2,258.45	$	5.29
Nov-06 SGL,(TR100) #59	MID2070	173	$ 1,100.74	$	6.36
Dec-06 SGL,(TR100) #59	MID2070	244	$ 1,505.47	$	6.17
Jan-07 SGL,(TR100) #59	MID2070	350	$ 1,284.63	$	3.67
Feb-07 SGL,(TR100) #59	MID2070	269	$ 1,742.06	$	6.48
Mar-07 SGL,(TR100) #59	MID2070	315	$ 2,368.71	$	7.52
Apr-07 SGL,(TR100) #59	MID2070	491	$ 2,752.71	$	5.61
May-07 SGL,(TR100) #59	MID2070	428	$ 2,655.20	$	6.20
Jun-07 SGL,(TR100) #59	MID2070	311	$ 2,303.39	$	7.40
Jul-07 SGL,(TR100) #59	MID2070	331	$ 2,317.47	$	7.00
Aug-07 SGL,(TR100) #59	MID2070	483	$ 3,172.51	$	6.57
Sep-07 SGL,(TR100) #59	MID2070	344	$ 2,374.99	$	6.90
Oct-07 SGL,(TR100) #59	MID2070	318	$ 2,001.91	$	6.30
Nov-07 SGL,(TR100) #59	MID2070	337	$ 1,783.74	$	5.29
Dec-07 SGL,(TR100) #59	MID2070	336	$ 1,551.92	$	4.62
Jan-08 SGL,(TR100) #59	MID2070	346	$ 1,933.69	$	5.59
Feb-08 SGL,(TR100) #59	MID2070	304	$ 1,959.86	$	6.45
Mar-08 SGL,(TR100) #59	MID2070	341	$ 2,175.80	$	6.38
Apr-08 SGL,(TR100) #59	MID2070	204	$ 1,293.09	$	6.34
		52,355	$ 244,008.13		
May-02 SGL,(TR100) #31	MID2071	2,068	$ 4,011.92	$	1.94
Jun-02 SGL,(TR100) #31	MID2071	2,209	$ 4,926.07	$	2.23
Jul-02 SGL,(TR100) #31	MID2071	2,135	$ 6,661.20	$	3.12
Aug-02 SGL,(TR100) #31	MID2071	2,543	$ 7,985.02	$	3.14
Sep-02 SGL,(TR100) #31	MID2071	1,718	$ 5,531.96	$	3.22
Oct-02 SGL,(TR100) #31	MID2071	1,560	$ 4,820.40	$	3.09
Nov-02 SGL,(TR100) #31	MID2071	933	$ 2,743.02	$	2.94
Dec-02 SGL,(TR100) #31	MID2071	1,637	$ 5,369.36	$	3.28
Jan-03 SGL,(TR100) #31	MID2071	1,434	$ 4,674.84	$	3.26
Feb-03 SGL,(TR100) #31	MID2071	1,425	$ 5,329.50	$	3.74
Mar-03 SGL,(TR100) #31	MID2071	1,162	$ 4,566.66	$	3.93
Apr-03 SGL,(TR100) #31	MID2071	1,153	$ 4,635.06	$	4.02
May-03 SGL,(TR100) #31	MID2071	1,032	$ 4,324.08	$	4.19
Jun-03 SGL,(TR100) #31	MID2071	980	$ 4,449.20	$	4.54
Jul-03 SGL,(TR100) #31	MID2071	985	$ 4,787.10	$	4.86

Aug-03 SGL,(TR100) #31	MID2071	882	$ 3,995.46	$	4.53
Sep-03 SGL,(TR100) #31	MID2071	625	$ 2,712.50	$	4.34
Oct-03 SGL,(TR100) #31	MID2071	767	$ 3,252.08	$	4.24
Nov-03 SGL,(TR100) #31	MID2071	1,033	$ 4,307.61	$	4.17
Dec-03 SGL,(TR100) #31	MID2071	815	$ 3,390.40	$	4.16
Jan-04 SGL,(TR100) #31	MID2071	802	$ 3,167.90	$	3.95
Feb-04 SGL,(TR100) #31	MID2071	845	$ 3,354.65	$	3.97
Mar-04 SGL,(TR100) #31	MID2071	812	$ 3,304.84	$	4.07
Apr-04 SGL,(TR100) #31	MID2071	816	$ 4,284.00	$	5.25
May-04 SGL,(TR100) #31	MID2071	697	$ 3,345.60	$	4.80
Jun-04 SGL,(TR100) #31	MID2071	780	$ 3,525.60	$	4.52
Jul-04 SGL,(TR100) #31	MID2071	713	$ 3,343.97	$	4.69
Aug-04 SGL,(TR100) #31	MID2071	704	$ 3,224.32	$	4.58
Sep-04 SGL,(TR100) #31	MID2071	736	$ 3,797.76	$	5.16
Oct-04 SGL,(TR100) #31	MID2071	699	$ 3,341.22	$	4.78
Nov-04 SGL,(TR100) #31	MID2071	682	$ 3,361.25	$	4.93
Dec-04 SGL,(TR100) #31	MID2071	641	$ 2,780.03	$	4.34
Jan-05 SGL,(TR100) #31	MID2071	632	$ 3,115.88	$	4.93
Feb-05 SGL,(TR100) #31	MID2071	573	$ 3,192.71	$	5.57
Mar-05 SGL,(TR100) #31	MID2071	556	$ 3,319.19	$	5.97
Apr-05 SGL,(TR100) #31	MID2071	601	$ 3,577.15	$	5.95
May-05 SGL,(TR100) #31	MID2071	512	$ 3,137.85	$	6.13
Jun-05 SGL,(TR100) #31	MID2071	531	$ 3,286.24	$	6.19
Jul-05 SGL,(TR100) #31	MID2071	544	$ 3,571.15	$	6.56
Aug-05 SGL,(TR100) #31	MID2071	549	$ 3,413.36	$	6.22
Sep-05 SGL,(TR100) #31	MID2071	537	$ 3,064.12	$	5.71
Oct-05 SGL,(TR100) #31	MID2071	545	$ 3,502.13	$	6.43
Nov-05 SGL,(TR100) #31	MID2071	520	$ 3,723.92	$	7.16
Dec-05 SGL,(TR100) #31	MID2071	520	$ 5,321.63	$	10.23
Jan-06 SGL,(TR100) #31	MID2071	517	$ 6,874.02	$	13.30
Feb-06 SGL,(TR100) #31	MID2071	504	$ 6,595.34	$	13.09
Mar-06 SGL,(TR100) #31	MID2071	518	$ 5,414.77	$	10.45
Apr-06 SGL,(TR100) #31	MID2071	517	$ 5,436.10	$	10.51
May-06 SGL,(TR100) #31	MID2071	446	$ 3,432.45	$	7.70
Jun-06 SGL,(TR100) #31	MID2071	500	$ 3,268.68	$	6.54
Jul-06 SGL,(TR100) #31	MID2071	557	$ 3,738.93	$	6.71
Aug-06 SGL,(TR100) #31	MID2071	576	$ 3,771.91	$	6.55
Sep-06 SGL,(TR100) #31	MID2071	518	$ 2,791.22	$	5.39
Oct-06 SGL,(TR100) #31	MID2071	530	$ 2,803.23	$	5.29
Nov-06 SGL,(TR100) #31	MID2071	456	$ 2,901.39	$	6.36
Dec-06 SGL,(TR100) #31	MID2071	413	$ 2,548.19	$	6.17
Jan-07 SGL,(TR100) #31	MID2071	411	$ 1,508.53	$	3.67
Feb-07 SGL,(TR100) #31	MID2071	361	$ 2,337.86	$	6.48
Mar-07 SGL,(TR100) #31	MID2071	373	$ 2,804.85	$	7.52
Apr-07 SGL,(TR100) #31	MID2071	336	$ 1,883.73	$	5.61
May-07 SGL,(TR100) #31	MID2071	292	$ 1,811.49	$	6.20
Jun-07 SGL,(TR100) #31	MID2071	361	$ 2,672.55	$	7.40
Jul-07 SGL,(TR100) #31	MID2071	332	$ 2,324.48	$	7.00
Aug-07 SGL,(TR100) #31	MID2071	326	$ 2,141.28	$	6.57
Sep-07 SGL,(TR100) #31	MID2071	310	$ 2,140.25	$	6.90
Oct-07 SGL,(TR100) #31	MID2071	329	$ 2,071.15	$	6.30
Nov-07 SGL,(TR100) #31	MID2071	306	$ 1,619.65	$	5.29

Dec-07 SGL,(TR100) #31	MID2071	303	$	1,399.50	$ 4.62
Jan-08 SGL,(TR100) #31	MID2071	304	$	1,698.97	$ 5.59
Feb-08 SGL,(TR100) #31	MID2071	284	$	1,830.91	$ 6.45
Mar-08 SGL,(TR100) #31	MID2071	304	$	1,939.72	$ 6.38
Apr-08 SGL,(TR100) #31	MID2071	303	$	1,920.63	$ 6.34
		53,930	$	257,211.69	
Apr-02 SGL,(TR100) #56	MID2072	708	$	1,770.00	$ 2.50
May-02 SGL,(TR100) #56	MID2072	2,604	$	5,051.76	$ 1.94
Jun-02 SGL,(TR100) #56	MID2072	3,863	$	8,614.49	$ 2.23
Jul-02 SGL,(TR100) #56	MID2072	2,088	$	6,514.56	$ 3.12
Aug-02 SGL,(TR100) #56	MID2072	3,957	$	12,424.98	$ 3.14
Sep-02 SGL,(TR100) #56	MID2072	2,649	$	8,529.78	$ 3.22
Oct-02 SGL,(TR100) #56	MID2072	2,338	$	7,224.42	$ 3.09
Nov-02 SGL,(TR100) #56	MID2072	1,601	$	4,706.94	$ 2.94
Dec-02 SGL,(TR100) #56	MID2072	2,457	$	8,058.96	$ 3.28
Jan-03 SGL,(TR100) #56	MID2072	1,969	$	6,418.94	$ 3.26
Feb-03 SGL,(TR100) #56	MID2072	2,336	$	8,736.64	$ 3.74
Mar-03 SGL,(TR100) #56	MID2072	1,520	$	5,973.60	$ 3.93
Apr-03 SGL,(TR100) #56	MID2072	1,670	$	6,713.40	$ 4.02
May-03 SGL,(TR100) #56	MID2072	1,310	$	5,488.90	$ 4.19
Jun-03 SGL,(TR100) #56	MID2072	1,402	$	6,365.08	$ 4.54
Jul-03 SGL,(TR100) #56	MID2072	1,539	$	7,479.54	$ 4.86
Aug-03 SGL,(TR100) #56	MID2072	1,240	$	5,617.20	$ 4.53
Sep-03 SGL,(TR100) #56	MID2072	803	$	3,485.02	$ 4.34
Oct-03 SGL,(TR100) #56	MID2072	1,252	$	5,308.48	$ 4.24
Nov-03 SGL,(TR100) #56	MID2072	1,405	$	5,858.85	$ 4.17
Dec-03 SGL,(TR100) #56	MID2072	1,077	$	4,480.32	$ 4.16
Jan-04 SGL,(TR100) #56	MID2072	1,132	$	4,471.40	$ 3.95
Feb-04 SGL,(TR100) #56	MID2072	1,159	$	4,601.23	$ 3.97
Mar-04 SGL,(TR100) #56	MID2072	1,040	$	4,232.80	$ 4.07
Apr-04 SGL,(TR100) #56	MID2072	916	$	4,809.00	$ 5.25
May-04 SGL,(TR100) #56	MID2072	965	$	4,632.00	$ 4.80
Jun-04 SGL,(TR100) #56	MID2072	1,071	$	4,840.92	$ 4.52
Jul-04 SGL,(TR100) #56	MID2072	1,003	$	4,704.07	$ 4.69
Aug-04 SGL,(TR100) #56	MID2072	926	$	4,241.08	$ 4.58
Sep-04 SGL,(TR100) #56	MID2072	886	$	4,571.76	$ 5.16
Oct-04 SGL,(TR100) #56	MID2072	942	$	4,502.76	$ 4.78
Nov-04 SGL,(TR100) #56	MID2072	864	$	4,258.23	$ 4.93
Dec-04 SGL,(TR100) #56	MID2072	733	$	3,179.03	$ 4.34
Jan-05 SGL,(TR100) #56	MID2072	879	$	4,333.64	$ 4.93
Feb-05 SGL,(TR100) #56	MID2072	687	$	3,827.90	$ 5.57
Mar-05 SGL,(TR100) #56	MID2072	827	$	4,937.00	$ 5.97
Apr-05 SGL,(TR100) #56	MID2072	748	$	4,452.09	$ 5.95
May-05 SGL,(TR100) #56	MID2072	622	$	3,812.00	$ 6.13
Jun-05 SGL,(TR100) #56	MID2072	712	$	4,406.42	$ 6.19
Jul-05 SGL,(TR100) #56	MID2072	692	$	4,524.71	$ 6.56
Aug-05 SGL,(TR100) #56	MID2072	612	$	3,805.06	$ 6.22
Sep-05 SGL,(TR100) #56	MID2072	572	$	3,263.83	$ 5.71
Oct-05 SGL,(TR100) #56	MID2072	725	$	4,658.79	$ 6.43
Nov-05 SGL,(TR100) #56	MID2072	665	$	4,762.32	$ 7.16
Dec-05 SGL,(TR100) #56	MID2072	642	$	6,570.16	$ 10.23

Jan-06 SGL,(TR100) #56	MID2072	611	$ 8,123.84	$	13.30
Feb-06 SGL,(TR100) #56	MID2072	669	$ 8,754.53	$	13.09
Mar-06 SGL,(TR100) #56	MID2072	563	$ 5,885.16	$	10.45
Apr-06 SGL,(TR100) #56	MID2072	655	$ 6,887.13	$	10.51
May-06 SGL,(TR100) #56	MID2072	523	$ 4,025.04	$	7.70
Jun-06 SGL,(TR100) #56	MID2072	579	$ 3,785.13	$	6.54
Jul-06 SGL,(TR100) #56	MID2072	559	$ 3,752.36	$	6.71
Aug-06 SGL,(TR100) #56	MID2072	569	$ 3,726.07	$	6.55
Sep-06 SGL,(TR100) #56	MID2072	478	$ 2,575.67	$	5.39
Oct-06 SGL,(TR100) #56	MID2072	490	$ 2,591.67	$	5.29
Nov-06 SGL,(TR100) #56	MID2072	559	$ 3,556.75	$	6.36
Dec-06 SGL,(TR100) #56	MID2072	562	$ 3,467.51	$	6.17
Jan-07 SGL,(TR100) #56	MID2072	549	$ 2,015.05	$	3.67
Feb-07 SGL,(TR100) #56	MID2072	524	$ 3,393.45	$	6.48
Mar-07 SGL,(TR100) #56	MID2072	532	$ 4,000.48	$	7.52
Apr-07 SGL,(TR100) #56	MID2072	515	$ 2,887.26	$	5.61
May-07 SGL,(TR100) #56	MID2072	449	$ 2,785.47	$	6.20
Jun-07 SGL,(TR100) #56	MID2072	447	$ 3,309.23	$	7.40
Jul-07 SGL,(TR100) #56	MID2072	455	$ 3,185.65	$	7.00
Aug-07 SGL,(TR100) #56	MID2072	504	$ 3,310.44	$	6.57
Sep-07 SGL,(TR100) #56	MID2072	524	$ 3,617.72	$	6.90
Oct-07 SGL,(TR100) #56	MID2072	540	$ 3,399.45	$	6.30
Nov-07 SGL,(TR100) #56	MID2072	484	$ 2,561.81	$	5.29
Dec-07 SGL,(TR100) #56	MID2072	478	$ 2,207.79	$	4.62
Jan-08 SGL,(TR100) #56	MID2072	452	$ 2,526.10	$	5.59
Feb-08 SGL,(TR100) #56	MID2072	410	$ 2,643.23	$	6.45
Mar-08 SGL,(TR100) #56	MID2072	418	$ 2,667.11	$	6.38
Apr-08 SGL,(TR100) #56	MID2072	444	$ 2,814.38	$	6.34
		74,350	$ 345,675.54		
May-02 SGL,(TR100) #30	MID2073	1,549	$ 3,005.06	$	1.94
Jun-02 SGL,(TR100) #30	MID2073	2,905	$ 6,478.15	$	2.23
Jul-02 SGL,(TR100) #30	MID2073	1,575	$ 4,914.00	$	3.12
Aug-02 SGL,(TR100) #30	MID2073	2,454	$ 7,705.56	$	3.14
Sep-02 SGL,(TR100) #30	MID2073	1,699	$ 5,470.78	$	3.22
Oct-02 SGL,(TR100) #30	MID2073	1,550	$ 4,789.50	$	3.09
Nov-02 SGL,(TR100) #30	MID2073	354	$ 1,040.76	$	2.94
Dec-02 SGL,(TR100) #30	MID2073	1,467	$ 4,811.76	$	3.28
Jan-03 SGL,(TR100) #30	MID2073	1,089	$ 3,550.14	$	3.26
Feb-03 SGL,(TR100) #30	MID2073	1,149	$ 4,297.26	$	3.74
Mar-03 SGL,(TR100) #30	MID2073	890	$ 3,497.70	$	3.93
Apr-03 SGL,(TR100) #30	MID2073	859	$ 3,453.18	$	4.02
May-03 SGL,(TR100) #30	MID2073	717	$ 3,004.23	$	4.19
Jun-03 SGL,(TR100) #30	MID2073	733	$ 3,327.82	$	4.54
Jul-03 SGL,(TR100) #30	MID2073	1,024	$ 4,976.64	$	4.86
Aug-03 SGL,(TR100) #30	MID2073	780	$ 3,533.40	$	4.53
Sep-03 SGL,(TR100) #30	MID2073	519	$ 2,252.46	$	4.34
Oct-03 SGL,(TR100) #30	MID2073	724	$ 3,069.76	$	4.24
Nov-03 SGL,(TR100) #30	MID2073	633	$ 2,639.61	$	4.17
Dec-03 SGL,(TR100) #30	MID2073	540	$ 2,246.40	$	4.16
Jan-04 SGL,(TR100) #30	MID2073	618	$ 2,441.10	$	3.95
Feb-04 SGL,(TR100) #30	MID2073	618	$ 2,453.46	$	3.97

Mar-04	SGL,(TR100) #30	MID2073	547	$	2,226.29	$ 4.07
Apr-04	SGL,(TR100) #30	MID2073	563	$	2,955.75	$ 5.25
May-04	SGL,(TR100) #30	MID2073	505	$	2,424.00	$ 4.80
Jun-04	SGL,(TR100) #30	MID2073	553	$	2,499.56	$ 4.52
Jul-04	SGL,(TR100) #30	MID2073	405	$	1,899.45	$ 4.69
Aug-04	SGL,(TR100) #30	MID2073	517	$	2,367.86	$ 4.58
Sep-04	SGL,(TR100) #30	MID2073	718	$	3,704.88	$ 5.16
Oct-04	SGL,(TR100) #30	MID2073	399	$	1,907.22	$ 4.78
Nov-04	SGL,(TR100) #30	MID2073	432	$	2,129.12	$ 4.93
Dec-04	SGL,(TR100) #30	MID2073	397	$	1,721.80	$ 4.34
Jan-05	SGL,(TR100) #30	MID2073	386	$	1,903.05	$ 4.93
Feb-05	SGL,(TR100) #30	MID2073	315	$	1,755.15	$ 5.57
Mar-05	SGL,(TR100) #30	MID2073	485	$	2,895.34	$ 5.97
Apr-05	SGL,(TR100) #30	MID2073	361	$	2,148.67	$ 5.95
May-05	SGL,(TR100) #30	MID2073	305	$	1,869.23	$ 6.13
Jun-05	SGL,(TR100) #30	MID2073	427	$	2,642.62	$ 6.19
Jul-05	SGL,(TR100) #30	MID2073	396	$	2,599.58	$ 6.56
Aug-05	SGL,(TR100) #30	MID2073	362	$	2,250.70	$ 6.22
Sep-05	SGL,(TR100) #30	MID2073	279	$	1,591.97	$ 5.71
Oct-05	SGL,(TR100) #30	MID2073	366	$	2,351.88	$ 6.43
Nov-05	SGL,(TR100) #30	MID2073	352	$	2,520.81	$ 7.16
Dec-05	SGL,(TR100) #30	MID2073	323	$	3,305.55	$ 10.23
Jan-06	SGL,(TR100) #30	MID2073	358	$	4,759.97	$ 13.30
Feb-06	SGL,(TR100) #30	MID2073	379	$	4,959.59	$ 13.09
Mar-06	SGL,(TR100) #30	MID2073	331	$	3,460.01	$ 10.45
Apr-06	SGL,(TR100) #30	MID2073	313	$	3,291.10	$ 10.51
May-06	SGL,(TR100) #30	MID2073	278	$	2,139.51	$ 7.70
Jun-06	SGL,(TR100) #30	MID2073	315	$	2,059.27	$ 6.54
Jul-06	SGL,(TR100) #30	MID2073	301	$	2,020.50	$ 6.71
Aug-06	SGL,(TR100) #30	MID2073	310	$	2,030.02	$ 6.55
Sep-06	SGL,(TR100) #30	MID2073	308	$	1,659.64	$ 5.39
Oct-06	SGL,(TR100) #30	MID2073	316	$	1,671.36	$ 5.29
Nov-06	SGL,(TR100) #30	MID2073	307	$	1,953.35	$ 6.36
Dec-06	SGL,(TR100) #30	MID2073	309	$	1,906.52	$ 6.17
Jan-07	SGL,(TR100) #30	MID2073	308	$	1,130.48	$ 3.67
Feb-07	SGL,(TR100) #30	MID2073	277	$	1,793.87	$ 6.48
Mar-07	SGL,(TR100) #30	MID2073	313	$	2,353.67	$ 7.52
Apr-07	SGL,(TR100) #30	MID2073	286	$	1,603.41	$ 5.61
May-07	SGL,(TR100) #30	MID2073	249	$	1,544.73	$ 6.20
Jun-07	SGL,(TR100) #30	MID2073	301	$	2,228.35	$ 7.40
Jul-07	SGL,(TR100) #30	MID2073	281	$	1,967.40	$ 7.00
Aug-07	SGL,(TR100) #30	MID2073	365	$	2,397.45	$ 6.57
Sep-07	SGL,(TR100) #30	MID2073	335	$	2,312.86	$ 6.90
Oct-07	SGL,(TR100) #30	MID2073	284	$	1,787.86	$ 6.30
Nov-07	SGL,(TR100) #30	MID2073	264	$	1,397.35	$ 5.29
Dec-07	SGL,(TR100) #30	MID2073	286	$	1,320.98	$ 4.62
Jan-08	SGL,(TR100) #30	MID2073	306	$	1,710.14	$ 5.59
Feb-08	SGL,(TR100) #30	MID2073	245	$	1,579.49	$ 6.45
Mar-08	SGL,(TR100) #30	MID2073	362	$	2,309.80	$ 6.38
Apr-08	SGL,(TR100) #30	MID2073	241	$	1,527.62	$ 6.34
			42,367	$	195,505.51	

May-02	SGL,(TR100) #57	MID2074	1,379	$	2,675.26	$ 1.94
Jun-02	SGL,(TR100) #57	MID2074	4,170	$	9,299.10	$ 2.23
Jul-02	SGL,(TR100) #57	MID2074	2,824	$	8,810.88	$ 3.12
Aug-02	SGL,(TR100) #57	MID2074	4,466	$	14,023.24	$ 3.14
Sep-02	SGL,(TR100) #57	MID2074	3,213	$	10,345.86	$ 3.22
Oct-02	SGL,(TR100) #57	MID2074	2,208	$	6,822.72	$ 3.09
Nov-02	SGL,(TR100) #57	MID2074	921	$	2,707.74	$ 2.94
Dec-02	SGL,(TR100) #57	MID2074	1,920	$	6,297.60	$ 3.28
Jan-03	SGL,(TR100) #57	MID2074	1,996	$	6,506.96	$ 3.26
Feb-03	SGL,(TR100) #57	MID2074	1,768	$	6,612.32	$ 3.74
Mar-03	SGL,(TR100) #57	MID2074	1,346	$	5,289.78	$ 3.93
Apr-03	SGL,(TR100) #57	MID2074	1,254	$	5,041.08	$ 4.02
May-03	SGL,(TR100) #57	MID2074	1,129	$	4,730.51	$ 4.19
Jun-03	SGL,(TR100) #57	MID2074	1,130	$	5,130.20	$ 4.54
Jul-03	SGL,(TR100) #57	MID2074	1,070	$	5,200.20	$ 4.86
Aug-03	SGL,(TR100) #57	MID2074	869	$	3,936.57	$ 4.53
Sep-03	SGL,(TR100) #57	MID2074	698	$	3,029.32	$ 4.34
Oct-03	SGL,(TR100) #57	MID2074	873	$	3,701.52	$ 4.24
Nov-03	SGL,(TR100) #57	MID2074	965	$	4,024.05	$ 4.17
Dec-03	SGL,(TR100) #57	MID2074	838	$	3,486.08	$ 4.16
Jan-04	SGL,(TR100) #57	MID2074	854	$	3,373.30	$ 3.95
Feb-04	SGL,(TR100) #57	MID2074	847	$	3,362.59	$ 3.97
Mar-04	SGL,(TR100) #57	MID2074	857	$	3,487.99	$ 4.07
Apr-04	SGL,(TR100) #57	MID2074	807	$	4,236.75	$ 5.25
May-04	SGL,(TR100) #57	MID2074	746	$	3,580.80	$ 4.80
Jun-04	SGL,(TR100) #57	MID2074	736	$	3,326.72	$ 4.52
Jul-04	SGL,(TR100) #57	MID2074	708	$	3,320.52	$ 4.69
Aug-04	SGL,(TR100) #57	MID2074	664	$	3,041.12	$ 4.58
Sep-04	SGL,(TR100) #57	MID2074	837	$	4,318.92	$ 5.16
Oct-04	SGL,(TR100) #57	MID2074	858	$	4,101.24	$ 4.78
Nov-04	SGL,(TR100) #57	MID2074	765	$	3,770.32	$ 4.93
Dec-04	SGL,(TR100) #57	MID2074	702	$	3,044.59	$ 4.34
Jan-05	SGL,(TR100) #57	MID2074	740	$	3,648.34	$ 4.93
Feb-05	SGL,(TR100) #57	MID2074	730	$	4,067.50	$ 5.57
Mar-05	SGL,(TR100) #57	MID2074	670	$	3,999.74	$ 5.97
Apr-05	SGL,(TR100) #57	MID2074	641	$	3,815.23	$ 5.95
May-05	SGL,(TR100) #57	MID2074	536	$	3,284.94	$ 6.13
Jun-05	SGL,(TR100) #57	MID2074	583	$	3,608.06	$ 6.19
Jul-05	SGL,(TR100) #57	MID2074	569	$	3,735.26	$ 6.56
Aug-05	SGL,(TR100) #57	MID2074	581	$	3,612.31	$ 6.22
Sep-05	SGL,(TR100) #57	MID2074	570	$	3,252.42	$ 5.71
Oct-05	SGL,(TR100) #57	MID2074	583	$	3,746.30	$ 6.43
Nov-05	SGL,(TR100) #57	MID2074	568	$	4,067.67	$ 7.16
Dec-05	SGL,(TR100) #57	MID2074	567	$	5,802.62	$ 10.23
Jan-06	SGL,(TR100) #57	MID2074	556	$	7,392.56	$ 13.30
Feb-06	SGL,(TR100) #57	MID2074	531	$	6,948.67	$ 13.09
Mar-06	SGL,(TR100) #57	MID2074	547	$	5,717.92	$ 10.45
Apr-06	SGL,(TR100) #57	MID2074	533	$	5,604.34	$ 10.51
May-06	SGL,(TR100) #57	MID2074	442	$	3,401.66	$ 7.70
Jun-06	SGL,(TR100) #57	MID2074	534	$	3,490.94	$ 6.54
Jul-06	SGL,(TR100) #57	MID2074	490	$	3,289.18	$ 6.71
Aug-06	SGL,(TR100) #57	MID2074	484	$	3,169.45	$ 6.55

Sep-06 SGL,(TR100) #57	MID2074	463	$ 2,494.84	$	5.39
Oct-06 SGL,(TR100) #57	MID2074	475	$ 2,512.33	$	5.29
Nov-06 SGL,(TR100) #57	MID2074	482	$ 3,066.83	$	6.36
Dec-06 SGL,(TR100) #57	MID2074	455	$ 2,807.32	$	6.17
Jan-07 SGL,(TR100) #57	MID2074	485	$ 1,780.14	$	3.67
Feb-07 SGL,(TR100) #57	MID2074	436	$ 2,823.56	$	6.48
Mar-07 SGL,(TR100) #57	MID2074	419	$ 3,150.76	$	7.52
Apr-07 SGL,(TR100) #57	MID2074	425	$ 2,382.69	$	5.61
May-07 SGL,(TR100) #57	MID2074	371	$ 2,301.59	$	6.20
Jun-07 SGL,(TR100) #57	MID2074	441	$ 3,264.80	$	7.40
Jul-07 SGL,(TR100) #57	MID2074	418	$ 2,926.59	$	7.00
Aug-07 SGL,(TR100) #57	MID2074	406	$ 2,666.74	$	6.57
Sep-07 SGL,(TR100) #57	MID2074	399	$ 2,754.71	$	6.90
Oct-07 SGL,(TR100) #57	MID2074	390	$ 2,455.16	$	6.30
Nov-07 SGL,(TR100) #57	MID2074	372	$ 1,968.99	$	5.29
Dec-07 SGL,(TR100) #57	MID2074	387	$ 1,787.48	$	4.62
Jan-08 SGL,(TR100) #57	MID2074	415	$ 2,319.32	$	5.59
Feb-08 SGL,(TR100) #57	MID2074	399	$ 2,572.31	$	6.45
Mar-08 SGL,(TR100) #57	MID2074	418	$ 2,667.11	$	6.38
Apr-08 SGL,(TR100) #57	MID2074	410	$ 2,598.87	$	6.34
		64,339	$ 297,593.10		
May-02 SGL,(TR100) #34	MID2075	2,276	$ 4,415.44	$	1.94
Jun-02 SGL,(TR100) #34	MID2075	3,892	$ 8,679.16	$	2.23
Jul-02 SGL,(TR100) #34	MID2075	2,715	$ 8,470.80	$	3.12
Aug-02 SGL,(TR100) #34	MID2075	2,433	$ 7,639.62	$	3.14
Sep-02 SGL,(TR100) #34	MID2075	1,705	$ 5,490.10	$	3.22
Oct-02 SGL,(TR100) #34	MID2075	1,012	$ 3,127.08	$	3.09
Nov-02 SGL,(TR100) #34	MID2075	525	$ 1,543.50	$	2.94
Dec-02 SGL,(TR100) #34	MID2075	1,067	$ 3,499.76	$	3.28
Jan-03 SGL,(TR100) #34	MID2075	1,222	$ 3,983.72	$	3.26
Feb-03 SGL,(TR100) #34	MID2075	961	$ 3,594.14	$	3.74
Mar-03 SGL,(TR100) #34	MID2075	831	$ 3,265.83	$	3.93
Apr-03 SGL,(TR100) #34	MID2075	842	$ 3,384.84	$	4.02
May-03 SGL,(TR100) #34	MID2075	688	$ 2,882.72	$	4.19
Jun-03 SGL,(TR100) #34	MID2075	454	$ 2,061.16	$	4.54
Jul-03 SGL,(TR100) #34	MID2075	503	$ 2,444.58	$	4.86
Aug-03 SGL,(TR100) #34	MID2075	368	$ 1,667.04	$	4.53
Sep-03 SGL,(TR100) #34	MID2075	388	$ 1,683.92	$	4.34
Oct-03 SGL,(TR100) #34	MID2075	509	$ 2,158.16	$	4.24
Nov-03 SGL,(TR100) #34	MID2075	551	$ 2,297.67	$	4.17
Dec-03 SGL,(TR100) #34	MID2075	393	$ 1,634.88	$	4.16
Jan-04 SGL,(TR100) #34	MID2075	414	$ 1,635.30	$	3.95
Feb-04 SGL,(TR100) #34	MID2075	448	$ 1,778.56	$	3.97
Mar-04 SGL,(TR100) #34	MID2075	426	$ 1,733.82	$	4.07
Apr-04 SGL,(TR100) #34	MID2075	454	$ 2,383.50	$	5.25
May-04 SGL,(TR100) #34	MID2075	418	$ 2,006.40	$	4.80
Jun-04 SGL,(TR100) #34	MID2075	396	$ 1,789.92	$	4.52
Jul-04 SGL,(TR100) #34	MID2075	370	$ 1,735.30	$	4.69
Aug-04 SGL,(TR100) #34	MID2075	345	$ 1,580.10	$	4.58
Sep-04 SGL,(TR100) #34	MID2075	380	$ 1,960.80	$	5.16
Oct-04 SGL,(TR100) #34	MID2075	375	$ 1,792.50	$	4.78

Nov-04	SGL,(TR100) #34	MID2075	349	$	1,720.05	$ 4.93
Dec-04	SGL,(TR100) #34	MID2075	336	$	1,457.24	$ 4.34
Jan-05	SGL,(TR100) #34	MID2075	324	$	1,597.38	$ 4.93
Feb-05	SGL,(TR100) #34	MID2075	315	$	1,755.15	$ 5.57
Mar-05	SGL,(TR100) #34	MID2075	299	$	1,784.96	$ 5.97
Apr-05	SGL,(TR100) #34	MID2075	307	$	1,827.26	$ 5.95
May-05	SGL,(TR100) #34	MID2075	280	$	1,716.01	$ 6.13
Jun-05	SGL,(TR100) #34	MID2075	285	$	1,763.80	$ 6.19
Jul-05	SGL,(TR100) #34	MID2075	272	$	1,785.57	$ 6.56
Aug-05	SGL,(TR100) #34	MID2075	278	$	1,728.44	$ 6.22
Sep-05	SGL,(TR100) #34	MID2075	257	$	1,466.44	$ 5.71
Oct-05	SGL,(TR100) #34	MID2075	270	$	1,734.99	$ 6.43
Nov-05	SGL,(TR100) #34	MID2075	255	$	1,826.15	$ 7.16
Dec-05	SGL,(TR100) #34	MID2075	245	$	2,507.31	$ 10.23
Jan-06	SGL,(TR100) #34	MID2075	252	$	3,350.58	$ 13.30
Feb-06	SGL,(TR100) #34	MID2075	284	$	3,245.33	$ 13.09
Mar-06	SGL,(TR100) #34	MID2075	242	$	2,529.68	$ 10.45
Apr-06	SGL,(TR100) #34	MID2075	234	$	2,460.44	$ 10.51
May-06	SGL,(TR100) #34	MID2075	205	$	1,577.69	$ 7.70
Jun-06	SGL,(TR100) #34	MID2075	246	$	1,608.19	$ 6.54
Jul-06	SGL,(TR100) #34	MID2075	209	$	1,402.94	$ 6.71
Aug-06	SGL,(TR100) #34	MID2075	211	$	1,381.73	$ 6.55
Sep-06	SGL,(TR100) #34	MID2075	201	$	1,083.08	$ 5.39
Oct-06	SGL,(TR100) #34	MID2075	205	$	1,084.27	$ 5.29
Nov-06	SGL,(TR100) #34	MID2075	215	$	1,367.98	$ 6.36
Dec-06	SGL,(TR100) #34	MID2075	205	$	1,264.84	$ 6.17
Jan-07	SGL,(TR100) #34	MID2075	222	$	814.82	$ 3.67
Feb-07	SGL,(TR100) #34	MID2075	199	$	1,288.74	$ 6.48
Mar-07	SGL,(TR100) #34	MID2075	209	$	1,571.62	$ 7.52
Apr-07	SGL,(TR100) #34	MID2075	205	$	1,149.30	$ 5.61
May-07	SGL,(TR100) #34	MID2075	178	$	1,104.26	$ 6.20
Jun-07	SGL,(TR100) #34	MID2075	202	$	1,495.44	$ 7.40
Jul-07	SGL,(TR100) #34	MID2075	196	$	1,372.27	$ 7.00
Aug-07	SGL,(TR100) #34	MID2075	189	$	1,241.41	$ 6.57
Sep-07	SGL,(TR100) #34	MID2075	184	$	1,270.34	$ 6.90
Oct-07	SGL,(TR100) #34	MID2075	192	$	1,208.70	$ 6.30
Nov-07	SGL,(TR100) #34	MID2075	184	$	973.91	$ 5.29
Dec-07	SGL,(TR100) #34	MID2075	186	$	859.09	$ 4.62
Jan-08	SGL,(TR100) #34	MID2075	180	$	1,005.97	$ 5.59
Feb-08	SGL,(TR100) #34	MID2075	185	$	1,192.68	$ 6.45
Mar-08	SGL,(TR100) #34	MID2075	191	$	1,218.71	$ 6.38
Apr-08	SGL,(TR100) #34	MID2075	198	$	1,255.06	$ 6.34
			37,242	$	158,370.14	
May-02	SGL,(TR100) #60	MID2076	489	$	948.66	$ 1.94
Jun-02	SGL,(TR100) #60	MID2076	1,354	$	3,019.42	$ 2.23
Jul-02	SGL,(TR100) #60	MID2076	1,313	$	4,096.56	$ 3.12
Aug-02	SGL,(TR100) #60	MID2076	1,907	$	5,987.98	$ 3.14
Sep-02	SGL,(TR100) #60	MID2076	1,378	$	4,437.16	$ 3.22
Oct-02	SGL,(TR100) #60	MID2076	1,040	$	3,213.60	$ 3.09
Nov-02	SGL,(TR100) #60	MID2076	504	$	1,481.76	$ 2.94
Dec-02	SGL,(TR100) #60	MID2076	1,545	$	5,067.60	$ 3.28

Jan-03	SGL,(TR100) #60	MID2076	1,174	$	3,827.24	$ 3.26
Feb-03	SGL,(TR100) #60	MID2076	1,143	$	4,274.82	$ 3.74
Mar-03	SGL,(TR100) #60	MID2076	954	$	3,749.22	$ 3.93
Apr-03	SGL,(TR100) #60	MID2076	932	$	3,746.64	$ 4.02
May-03	SGL,(TR100) #60	MID2076	878	$	3,678.82	$ 4.19
Jun-03	SGL,(TR100) #60	MID2076	969	$	4,399.26	$ 4.54
Jul-03	SGL,(TR100) #60	MID2076	969	$	4,709.34	$ 4.86
Aug-03	SGL,(TR100) #60	MID2076	881	$	3,990.93	$ 4.53
Sep-03	SGL,(TR100) #60	MID2076	518	$	2,248.12	$ 4.34
Oct-03	SGL,(TR100) #60	MID2076	828	$	3,510.72	$ 4.24
Nov-03	SGL,(TR100) #60	MID2076	869	$	3,623.73	$ 4.17
Dec-03	SGL,(TR100) #60	MID2076	764	$	3,178.24	$ 4.16
Jan-04	SGL,(TR100) #60	MID2076	818	$	3,231.10	$ 3.95
Feb-04	SGL,(TR100) #60	MID2076	777	$	3,084.69	$ 3.97
Mar-04	SGL,(TR100) #60	MID2076	779	$	3,170.53	$ 4.07
Apr-04	SGL,(TR100) #60	MID2076	699	$	3,669.75	$ 5.25
May-04	SGL,(TR100) #60	MID2076	702	$	3,369.60	$ 4.80
Jun-04	SGL,(TR100) #60	MID2076	731	$	3,304.12	$ 4.52
Jul-04	SGL,(TR100) #60	MID2076	699	$	3,278.31	$ 4.69
Aug-04	SGL,(TR100) #60	MID2076	531	$	2,431.98	$ 4.58
Sep-04	SGL,(TR100) #60	MID2076	748	$	3,859.68	$ 5.16
Oct-04	SGL,(TR100) #60	MID2076	714	$	3,412.92	$ 4.78
Nov-04	SGL,(TR100) #60	MID2076	715	$	3,523.89	$ 4.93
Dec-04	SGL,(TR100) #60	MID2076	672	$	2,914.48	$ 4.34
Jan-05	SGL,(TR100) #60	MID2076	694	$	3,421.55	$ 4.93
Feb-05	SGL,(TR100) #60	MID2076	659	$	3,671.89	$ 5.57
Mar-05	SGL,(TR100) #60	MID2076	641	$	3,826.62	$ 5.97
Apr-05	SGL,(TR100) #60	MID2076	561	$	3,339.07	$ 5.95
May-05	SGL,(TR100) #60	MID2076	536	$	3,284.94	$ 6.13
Jun-05	SGL,(TR100) #60	MID2076	583	$	3,608.06	$ 6.19
Jul-05	SGL,(TR100) #60	MID2076	556	$	3,649.91	$ 6.56
Aug-05	SGL,(TR100) #60	MID2076	570	$	3,543.92	$ 6.22
Sep-05	SGL,(TR100) #60	MID2076	559	$	3,189.65	$ 5.71
Oct-05	SGL,(TR100) #60	MID2076	557	$	3,579.23	$ 6.43
Nov-05	SGL,(TR100) #60	MID2076	557	$	3,988.89	$ 7.16
Dec-05	SGL,(TR100) #60	MID2076	558	$	5,710.52	$ 10.23
Jan-06	SGL,(TR100) #60	MID2076	554	$	7,365.98	$ 13.30
Feb-06	SGL,(TR100) #60	MID2076	532	$	6,961.75	$ 13.09
Mar-06	SGL,(TR100) #60	MID2076	558	$	5,832.90	$ 10.45
Apr-06	SGL,(TR100) #60	MID2076	565	$	5,940.81	$ 10.51
May-06	SGL,(TR100) #60	MID2076	478	$	3,678.71	$ 7.70
Jun-06	SGL,(TR100) #60	MID2076	526	$	3,438.64	$ 6.54
Jul-06	SGL,(TR100) #60	MID2076	538	$	3,611.39	$ 6.71
Aug-06	SGL,(TR100) #60	MID2076	508	$	3,326.62	$ 6.55
Sep-06	SGL,(TR100) #60	MID2076	486	$	2,618.78	$ 5.39
Oct-06	SGL,(TR100) #60	MID2076	498	$	2,633.98	$ 5.29
Nov-06	SGL,(TR100) #60	MID2076	521	$	3,314.97	$ 6.36
Dec-06	SGL,(TR100) #60	MID2076	495	$	3,054.12	$ 6.17
Jan-07	SGL,(TR100) #60	MID2076	503	$	1,846.21	$ 3.67
Feb-07	SGL,(TR100) #60	MID2076	470	$	3,043.75	$ 6.48
Mar-07	SGL,(TR100) #60	MID2076	513	$	3,857.61	$ 7.52
Apr-07	SGL,(TR100) #60	MID2076	496	$	2,780.74	$ 5.61

May-07 SGL,(TR100) #60	MID2076	432	$ 2,680.01	$	6.20
Jun-07 SGL,(TR100) #60	MID2076	490	$ 3,627.56	$	7.40
Jul-07 SGL,(TR100) #60	MID2076	467	$ 3,269.66	$	7.00
Aug-07 SGL,(TR100) #60	MID2076	475	$ 3,119.96	$	6.57
Sep-07 SGL,(TR100) #60	MID2076	455	$ 3,141.34	$	6.90
Oct-07 SGL,(TR100) #60	MID2076	473	$ 2,977.68	$	6.30
Nov-07 SGL,(TR100) #60	MID2076	456	$ 2,413.60	$	5.29
Dec-07 SGL,(TR100) #60	MID2076	452	$ 2,087.70	$	4.62
Jan-08 SGL,(TR100) #60	MID2076	477	$ 2,665.82	$	5.59
Feb-08 SGL,(TR100) #60	MID2076	448	$ 2,888.21	$	6.45
Mar-08 SGL,(TR100) #60	MID2076	479	$ 3,056.33	$	6.38
Apr-08 SGL,(TR100) #60	MID2076	457	$ 2,896.78	$	6.34
		49,827	$ 255,386.73		
May-02 SGL,(TR100) #62	MID2077	668	$ 1,295.92	$	1.94
Jun-02 SGL,(TR100) #62	MID2077	4,547	$ 10,139.81	$	2.23
Jul-02 SGL,(TR100) #62	MID2077	4,401	$ 13,731.12	$	3.12
Aug-02 SGL,(TR100) #62	MID2077	4,967	$ 15,596.38	$	3.14
Sep-02 SGL,(TR100) #62	MID2077	3,666	$ 11,804.52	$	3.22
Oct-02 SGL,(TR100) #62	MID2077	2,437	$ 7,530.33	$	3.09
Nov-02 SGL,(TR100) #62	MID2077	1,003	$ 2,948.82	$	2.94
Dec-02 SGL,(TR100) #62	MID2077	2,646	$ 8,678.88	$	3.28
Jan-03 SGL,(TR100) #62	MID2077	2,712	$ 8,841.12	$	3.26
Feb-03 SGL,(TR100) #62	MID2077	2,414	$ 9,028.36	$	3.74
Mar-03 SGL,(TR100) #62	MID2077	2,020	$ 7,938.60	$	3.93
Apr-03 SGL,(TR100) #62	MID2077	1,788	$ 7,187.76	$	4.02
May-03 SGL,(TR100) #62	MID2077	1,483	$ 6,213.77	$	4.19
Jun-03 SGL,(TR100) #62	MID2077	1,362	$ 6,183.48	$	4.54
Jul-03 SGL,(TR100) #62	MID2077	1,504	$ 7,309.44	$	4.86
Aug-03 SGL,(TR100) #62	MID2077	1,243	$ 5,630.79	$	4.53
Sep-03 SGL,(TR100) #62	MID2077	822	$ 3,567.48	$	4.34
Oct-03 SGL,(TR100) #62	MID2077	1,073	$ 4,549.52	$	4.24
Nov-03 SGL,(TR100) #62	MID2077	1,587	$ 6,617.79	$	4.17
Dec-03 SGL,(TR100) #62	MID2077	1,239	$ 5,154.24	$	4.16
Jan-04 SGL,(TR100) #62	MID2077	1,173	$ 4,633.35	$	3.95
Feb-04 SGL,(TR100) #62	MID2077	1,257	$ 4,990.29	$	3.97
Mar-04 SGL,(TR100) #62	MID2077	1,142	$ 4,647.94	$	4.07
Apr-04 SGL,(TR100) #62	MID2077	1,156	$ 6,069.00	$	5.25
May-04 SGL,(TR100) #62	MID2077	1,041	$ 4,996.80	$	4.80
Jun-04 SGL,(TR100) #62	MID2077	1,073	$ 4,849.96	$	4.52
Jul-04 SGL,(TR100) #62	MID2077	989	$ 4,638.41	$	4.69
Aug-04 SGL,(TR100) #62	MID2077	1,080	$ 4,946.40	$	4.58
Sep-04 SGL,(TR100) #62	MID2077	1,067	$ 5,505.72	$	5.16
Oct-04 SGL,(TR100) #62	MID2077	1,020	$ 4,875.60	$	4.78
Nov-04 SGL,(TR100) #62	MID2077	981	$ 4,834.87	$	4.93
Dec-04 SGL,(TR100) #62	MID2077	977	$ 4,237.27	$	4.34
Jan-05 SGL,(TR100) #62	MID2077	1,002	$ 4,940.05	$	4.93
Feb-05 SGL,(TR100) #62	MID2077	916	$ 5,103.86	$	5.57
Mar-05 SGL,(TR100) #62	MID2077	898	$ 5,360.85	$	5.97
Apr-05 SGL,(TR100) #62	MID2077	855	$ 5,088.96	$	5.95
May-05 SGL,(TR100) #62	MID2077	756	$ 4,633.24	$	6.13
Jun-05 SGL,(TR100) #62	MID2077	829	$ 5,130.50	$	6.19

Jul-05	SGL,(TR100) #62	MID2077	766	$	5,028.48	$ 6.56
Aug-05	SGL,(TR100) #62	MID2077	798	$	4,961.49	$ 6.22
Sep-05	SGL,(TR100) #62	MID2077	715	$	4,079.79	$ 5.71
Oct-05	SGL,(TR100) #62	MID2077	741	$	4,761.60	$ 6.43
Nov-05	SGL,(TR100) #62	MID2077	732	$	5,242.14	$ 7.16
Dec-05	SGL,(TR100) #62	MID2077	701	$	7,173.96	$ 10.23
Jan-06	SGL,(TR100) #62	MID2077	704	$	9,360.37	$ 13.30
Feb-06	SGL,(TR100) #62	MID2077	669	$	8,754.53	$ 13.09
Mar-06	SGL,(TR100) #62	MID2077	689	$	7,202.27	$ 10.45
Apr-06	SGL,(TR100) #62	MID2077	725	$	7,623.16	$ 10.51
May-06	SGL,(TR100) #62	MID2077	597	$	4,594.54	$ 7.70
Jun-06	SGL,(TR100) #62	MID2077	673	$	4,399.64	$ 6.54
Jul-06	SGL,(TR100) #62	MID2077	623	$	4,181.97	$ 6.71
Aug-06	SGL,(TR100) #62	MID2077	586	$	3,837.39	$ 6.55
Sep-06	SGL,(TR100) #62	MID2077	533	$	2,872.03	$ 5.39
Oct-06	SGL,(TR100) #62	MID2077	545	$	2,882.56	$ 5.29
Nov-06	SGL,(TR100) #62	MID2077	633	$	4,027.60	$ 6.36
Dec-06	SGL,(TR100) #62	MID2077	611	$	3,769.84	$ 6.17
Jan-07	SGL,(TR100) #62	MID2077	635	$	2,330.69	$ 3.67
Feb-07	SGL,(TR100) #62	MID2077	571	$	3,697.83	$ 6.48
Mar-07	SGL,(TR100) #62	MID2077	601	$	4,519.34	$ 7.52
Apr-07	SGL,(TR100) #62	MID2077	547	$	3,066.66	$ 5.61
May-07	SGL,(TR100) #62	MID2077	476	$	2,952.98	$ 6.20
Jun-07	SGL,(TR100) #62	MID2077	607	$	4,493.74	$ 7.40
Jul-07	SGL,(TR100) #62	MID2077	562	$	3,934.80	$ 7.00
Aug-07	SGL,(TR100) #62	MID2077	540	$	3,546.90	$ 6.57
Sep-07	SGL,(TR100) #62	MID2077	552	$	3,811.03	$ 6.90
Oct-07	SGL,(TR100) #62	MID2077	542	$	3,412.04	$ 6.30
Nov-07	SGL,(TR100) #62	MID2077	562	$	2,974.65	$ 5.29
Dec-07	SGL,(TR100) #62	MID2077	554	$	2,558.83	$ 4.62
Jan-08	SGL,(TR100) #62	MID2077	550	$	3,073.80	$ 5.59
Feb-08	SGL,(TR100) #62	MID2077	569	$	3,668.28	$ 6.45
Mar-08	SGL,(TR100) #62	MID2077	539	$	3,439.17	$ 6.38
Apr-08	SGL,(TR100) #62	MID2077	530	$	3,359.51	$ 6.34
			82,772	$	389,024.81	

May-02	SGL,(TR100) #35	MID2078	707	$	1,371.58	$ 1.94
Jun-02	SGL,(TR100) #35	MID2078	2,417	$	5,389.91	$ 2.23
Jul-02	SGL,(TR100) #35	MID2078	1,664	$	5,191.68	$ 3.12
Aug-02	SGL,(TR100) #35	MID2078	2,222	$	6,977.08	$ 3.14
Sep-02	SGL,(TR100) #35	MID2078	1,371	$	4,414.62	$ 3.22
Oct-02	SGL,(TR100) #35	MID2078	1,376	$	4,251.84	$ 3.09
Nov-02	SGL,(TR100) #35	MID2078	337	$	990.78	$ 2.94
Dec-02	SGL,(TR100) #35	MID2078	1,260	$	4,132.80	$ 3.28
Jan-03	SGL,(TR100) #35	MID2078	1,053	$	3,432.78	$ 3.26
Feb-03	SGL,(TR100) #35	MID2078	918	$	3,433.32	$ 3.74
Mar-03	SGL,(TR100) #35	MID2078	732	$	2,876.76	$ 3.93
Apr-03	SGL,(TR100) #35	MID2078	579	$	2,327.58	$ 4.02
May-03	SGL,(TR100) #35	MID2078	687	$	2,878.53	$ 4.19
Jun-03	SGL,(TR100) #35	MID2078	493	$	2,238.22	$ 4.54
Jul-03	SGL,(TR100) #35	MID2078	509	$	2,473.74	$ 4.86

Aug-03	SGL,(TR100) #35	MID2078	522	$	2,364.66	$ 4.53
Sep-03	SGL,(TR100) #35	MID2078	414	$	1,796.76	$ 4.34
Oct-03	SGL,(TR100) #35	MID2078	432	$	1,831.68	$ 4.24
Nov-03	SGL,(TR100) #35	MID2078	606	$	2,527.02	$ 4.17
Dec-03	SGL,(TR100) #35	MID2078	490	$	2,038.40	$ 4.16
Jan-04	SGL,(TR100) #35	MID2078	450	$	1,777.50	$ 3.95
Feb-04	SGL,(TR100) #35	MID2078	472	$	1,873.84	$ 3.97
Mar-04	SGL,(TR100) #35	MID2078	519	$	2,112.33	$ 4.07
Apr-04	SGL,(TR100) #35	MID2078	492	$	2,583.00	$ 5.25
May-04	SGL,(TR100) #35	MID2078	471	$	2,260.80	$ 4.80
Jun-04	SGL,(TR100) #35	MID2078	459	$	2,074.68	$ 4.52
Jul-04	SGL,(TR100) #35	MID2078	441	$	2,068.29	$ 4.69
Aug-04	SGL,(TR100) #35	MID2078	448	$	2,051.84	$ 4.58
Sep-04	SGL,(TR100) #35	MID2078	438	$	2,260.08	$ 5.16
Oct-04	SGL,(TR100) #35	MID2078	436	$	2,084.08	$ 4.78
Nov-04	SGL,(TR100) #35	MID2078	416	$	2,050.26	$ 4.93
Dec-04	SGL,(TR100) #35	MID2078	397	$	1,721.80	$ 4.34
Jan-05	SGL,(TR100) #35	MID2078	386	$	1,903.05	$ 4.93
Feb-05	SGL,(TR100) #35	MID2078	372	$	2,072.75	$ 5.57
Mar-05	SGL,(TR100) #35	MID2078	342	$	2,041.66	$ 5.97
Apr-05	SGL,(TR100) #35	MID2078	401	$	2,386.76	$ 5.95
May-05	SGL,(TR100) #35	MID2078	317	$	1,942.78	$ 6.13
Jun-05	SGL,(TR100) #35	MID2078	324	$	2,005.16	$ 6.19
Jul-05	SGL,(TR100) #35	MID2078	321	$	2,107.23	$ 6.56
Aug-05	SGL,(TR100) #35	MID2078	330	$	2,051.75	$ 6.22
Sep-05	SGL,(TR100) #35	MID2078	303	$	1,728.92	$ 5.71
Oct-05	SGL,(TR100) #35	MID2078	315	$	2,024.16	$ 6.43
Nov-05	SGL,(TR100) #35	MID2078	297	$	2,126.93	$ 7.16
Dec-05	SGL,(TR100) #35	MID2078	292	$	2,988.30	$ 10.23
Jan-06	SGL,(TR100) #35	MID2078	305	$	4,055.27	$ 13.30
Feb-06	SGL,(TR100) #35	MID2078	298	$	3,899.63	$ 13.09
Mar-06	SGL,(TR100) #35	MID2078	291	$	3,041.89	$ 10.45
Apr-06	SGL,(TR100) #35	MID2078	285	$	2,996.69	$ 10.51
May-06	SGL,(TR100) #35	MID2078	250	$	1,924.02	$ 7.70
Jun-06	SGL,(TR100) #35	MID2078	238	$	1,555.89	$ 6.54
Jul-06	SGL,(TR100) #35	MID2078	215	$	1,443.21	$ 6.71
Aug-06	SGL,(TR100) #35	MID2078	203	$	1,329.34	$ 6.55
Sep-06	SGL,(TR100) #35	MID2078	193	$	1,039.97	$ 5.39
Oct-06	SGL,(TR100) #35	MID2078	197	$	1,041.96	$ 5.29
Nov-06	SGL,(TR100) #35	MID2078	214	$	1,361.62	$ 6.36
Dec-06	SGL,(TR100) #35	MID2078	213	$	1,314.20	$ 6.17
Jan-07	SGL,(TR100) #35	MID2078	255	$	935.95	$ 3.67
Feb-07	SGL,(TR100) #35	MID2078				
Mar-07	SGL,(TR100) #35	MID2078	254	$	1,910.01	$ 7.52
Apr-07	SGL,(TR100) #35	MID2078	244	$	1,367.95	$ 5.61
May-07	SGL,(TR100) #35	MID2078	212	$	1,315.19	$ 6.20
Jun-07	SGL,(TR100) #35	MID2078	128	$	947.61	$ 7.40
Jul-07	SGL,(TR100) #35	MID2078	250	$	1,750.36	$ 7.00
Aug-07	SGL,(TR100) #35	MID2078	217	$	1,425.33	$ 6.57
Sep-07	SGL,(TR100) #35	MID2078	237	$	1,636.26	$ 6.90
Oct-07	SGL,(TR100) #35	MID2078	224	$	1,410.15	$ 6.30
Nov-07	SGL,(TR100) #35	MID2078	220	$	1,164.46	$ 5.29

Dec-07 SGL,(TR100) #35	MID2078	235	$	1,085.42	$ 4.62
Jan-08 SGL,(TR100) #35	MID2078	219	$	1,223.93	$ 5.59
Feb-08 SGL,(TR100) #35	MID2078	182	$	1,173.34	$ 6.45
Mar-08 SGL,(TR100) #35	MID2078	219	$	1,397.36	$ 6.38
Apr-08 SGL,(TR100) #35	MID2078	228	$	1,445.22	$ 6.34
		34,454	$	158,429.92	

Jun-02 SGL,(TR100) #44	MID2079	1,713	$	3,819.99	$ 2.23
Jul-02 SGL,(TR100) #44	MID2079	2,016	$	6,289.92	$ 3.12
Aug-02 SGL,(TR100) #44	MID2079	1,819	$	5,711.66	$ 3.14
Sep-02 SGL,(TR100) #44	MID2079	1,157	$	3,725.54	$ 3.22
Oct-02 SGL,(TR100) #44	MID2079	856	$	2,645.04	$ 3.09
Nov-02 SGL,(TR100) #44	MID2079	763	$	2,243.22	$ 2.94
Dec-02 SGL,(TR100) #44	MID2079	997	$	3,270.16	$ 3.28
Jan-03 SGL,(TR100) #44	MID2079	716	$	2,334.16	$ 3.26
Feb-03 SGL,(TR100) #44	MID2079	774	$	2,894.76	$ 3.74
Mar-03 SGL,(TR100) #44	MID2079	559	$	2,196.87	$ 3.93
Apr-03 SGL,(TR100) #44	MID2079	504	$	2,026.08	$ 4.02
May-03 SGL,(TR100) #44	MID2079	417	$	1,747.23	$ 4.19
Jun-03 SGL,(TR100) #44	MID2079	498	$	2,260.92	$ 4.54
Jul-03 SGL,(TR100) #44	MID2079	437	$	2,123.82	$ 4.86
Aug-03 SGL,(TR100) #44	MID2079	502	$	2,274.06	$ 4.53
Sep-03 SGL,(TR100) #44	MID2079	198	$	859.32	$ 4.34
Oct-03 SGL,(TR100) #44	MID2079	97	$	411.28	$ 4.24
Nov-03 SGL,(TR100) #44	MID2079	561	$	2,339.37	$ 4.17
Dec-03 SGL,(TR100) #44	MID2079	489	$	2,034.24	$ 4.16
Jan-04 SGL,(TR100) #44	MID2079	428	$	1,690.60	$ 3.95
Feb-04 SGL,(TR100) #44	MID2079	370	$	1,468.90	$ 3.97
Mar-04 SGL,(TR100) #44	MID2079	340	$	1,383.80	$ 4.07
Apr-04 SGL,(TR100) #44	MID2079	289	$	1,517.25	$ 5.25
May-04 SGL,(TR100) #44	MID2079	314	$	1,507.20	$ 4.80
Jun-04 SGL,(TR100) #44	MID2079	310	$	1,401.20	$ 4.52
Jul-04 SGL,(TR100) #44	MID2079	308	$	1,444.52	$ 4.69
Aug-04 SGL,(TR100) #44	MID2079	286	$	1,309.88	$ 4.58
Sep-04 SGL,(TR100) #44	MID2079	281	$	1,449.96	$ 5.16
Oct-04 SGL,(TR100) #44	MID2079	295	$	1,410.10	$ 4.78
Nov-04 SGL,(TR100) #44	MID2079				
Dec-04 SGL,(TR100) #44	MID2079	351	$	1,522.30	$ 4.34
Jan-05 SGL,(TR100) #44	MID2079	339	$	1,671.34	$ 4.93
Feb-05 SGL,(TR100) #44	MID2079	286	$	1,593.57	$ 5.57
Mar-05 SGL,(TR100) #44	MID2079	257	$	1,534.23	$ 5.97
Apr-05 SGL,(TR100) #44	MID2079	214	$	1,373.72	$ 5.95
May-05 SGL,(TR100) #44	MID2079	341	$	2,089.86	$ 6.13
Jun-05 SGL,(TR100) #44	MID2079	298	$	1,844.26	$ 6.19
Jul-05 SGL,(TR100) #44	MID2079	222	$	1,457.34	$ 6.56
Aug-05 SGL,(TR100) #44	MID2079	284	$	1,765.75	$ 6.22
Sep-05 SGL,(TR100) #44	MID2079	335	$	1,911.51	$ 5.71
Oct-05 SGL,(TR100) #44	MID2079	532	$	3,418.59	$ 6.43
Nov-05 SGL,(TR100) #44	MID2079	271	$	1,940.73	$ 7.16
Dec-05 SGL,(TR100) #44	MID2079	303	$	3,100.87	$ 10.23
Jan-06 SGL,(TR100) #44	MID2079	255	$	3,390.47	$ 13.30

Feb-06	SGL,(TR100) #44	MID2079	288	$	3,768.77	$ 13.09
Mar-06	SGL,(TR100) #44	MID2079	302	$	3,156.88	$ 10.45
Apr-06	SGL,(TR100) #44	MID2079	189	$	1,987.28	$ 10.51
May-06	SGL,(TR100) #44	MID2079	307	$	2,362.69	$ 7.70
Jun-06	SGL,(TR100) #44	MID2079	296	$	1,935.05	$ 6.54
Jul-06	SGL,(TR100) #44	MID2079	224	$	1,503.63	$ 6.71
Aug-06	SGL,(TR100) #44	MID2079	436	$	2,855.12	$ 6.55
Sep-06	SGL,(TR100) #44	MID2079	391	$	2,106.88	$ 5.39
Oct-06	SGL,(TR100) #44	MID2079	400	$	2,115.65	$ 5.29
Nov-06	SGL,(TR100) #44	MID2079	211	$	1,342.53	$ 6.36
Dec-06	SGL,(TR100) #44	MID2079	286	$	1,764.60	$ 6.17
Jan-07	SGL,(TR100) #44	MID2079	252	$	924.94	$ 3.67
Feb-07	SGL,(TR100) #44	MID2079	363	$	2,350.81	$ 6.48
Mar-07	SGL,(TR100) #44	MID2079	223	$	1,676.90	$ 7.52
Apr-07	SGL,(TR100) #44	MID2079	182	$	1,020.36	$ 5.61
May-07	SGL,(TR100) #44	MID2079	158	$	980.19	$ 6.20
Jun-07	SGL,(TR100) #44	MID2079				
Jul-07	SGL,(TR100) #44	MID2079	211	$	1,477.30	$ 7.00
Aug-07	SGL,(TR100) #44	MID2079	191	$	1,254.56	$ 6.57
Sep-07	SGL,(TR100) #44	MID2079	181	$	1,249.63	$ 6.90
Oct-07	SGL,(TR100) #44	MID2079	187	$	1,177.22	$ 6.30
Nov-07	SGL,(TR100) #44	MID2079	185	$	979.20	$ 5.29
Dec-07	SGL,(TR100) #44	MID2079	170	$	785.20	$ 4.62
Jan-08	SGL,(TR100) #44	MID2079	173	$	966.85	$ 5.59
Feb-08	SGL,(TR100) #44	MID2079	166	$	1,070.18	$ 6.45
Mar-08	SGL,(TR100) #44	MID2079	173	$	1,103.85	$ 6.38
Apr-08	SGL,(TR100) #44	MID2079	169	$	1,071.24	$ 6.34
			28,896	$	137,393.10	

Oct-02	SGL,(TR100) #17	MID2036	710	$	2,193.90	$ 3.09
Nov-02	SGL,(TR100) #17	MID2036	309	$	908.46	$ 2.94
Dec-02	SGL,(TR100) #17	MID2036	800	$	2,624.00	$ 3.28
Jan-03	SGL,(TR100) #17	MID2036	508	$	1,656.08	$ 3.26
Feb-03	SGL,(TR100) #17	MID2036	379	$	1,417.46	$ 3.74
Mar-03	SGL,(TR100) #17	MID2036	335	$	1,316.55	$ 3.93
Apr-03	SGL,(TR100) #17	MID2036	316	$	1,270.32	$ 4.02
May-03	SGL,(TR100) #17	MID2036	298	$	1,248.62	$ 4.19
Jun-03	SGL,(TR100) #17	MID2036	307	$	1,393.78	$ 4.54
Jul-03	SGL,(TR100) #17	MID2036	252	$	1,224.72	$ 4.86
Aug-03	SGL,(TR100) #17	MID2036	219	$	992.07	$ 4.53
Sep-03	SGL,(TR100) #17	MID2036	187	$	811.58	$ 4.34
Oct-03	SGL,(TR100) #17	MID2036	157	$	665.68	$ 4.24
Nov-03	SGL,(TR100) #17	MID2036	258	$	1,075.86	$ 4.17
Dec-03	SGL,(TR100) #17	MID2036	205	$	852.80	$ 4.16
Jan-04	SGL,(TR100) #17	MID2036	153	$	604.35	$ 3.95
Feb-04	SGL,(TR100) #17	MID2036	224	$	889.28	$ 3.97
Mar-04	SGL,(TR100) #17	MID2036	154	$	626.78	$ 4.07
Apr-04	SGL,(TR100) #17	MID2036	172	$	903.00	$ 5.25
May-04	SGL,(TR100) #17	MID2036	101	$	484.80	$ 4.80
Jun-04	SGL,(TR100) #17	MID2036	159	$	718.68	$ 4.52

Jul-04	SGL,(TR100) #17	MID2036	159	$ 745.71	$	4.69
Aug-04	SGL,(TR100) #17	MID2036	140	$ 641.20	$	4.58
Sep-04	SGL,(TR100) #17	MID2036	164	$ 846.24	$	5.16
Oct-04	SGL,(TR100) #17	MID2036	160	$ 764.80	$	4.78
Nov-04	SGL,(TR100) #17	MID2036	150	$ 739.28	$	4.93
Dec-04	SGL,(TR100) #17	MID2036	153	$ 663.56	$	4.34
Jan-05	SGL,(TR100) #17	MID2036	123	$ 606.41	$	4.93
Feb-05	SGL,(TR100) #17	MID2036	129	$ 718.78	$	5.57
Mar-05	SGL,(TR100) #17	MID2036	100	$ 596.98	$	5.97
Apr-05	SGL,(TR100) #17	MID2036	93	$ 553.54	$	5.95
May-05	SGL,(TR100) #17	MID2036	98	$ 600.61	$	6.13
Jun-05	SGL,(TR100) #17	MID2036	129	$ 798.35	$	6.19
Jul-05	SGL,(TR100) #17	MID2036	124	$ 814.01	$	6.56
Aug-05	SGL,(TR100) #17	MID2036	124	$ 770.96	$	6.22
Sep-05	SGL,(TR100) #17	MID2036	124	$ 707.54	$	5.71
Oct-05	SGL,(TR100) #17	MID2036	128	$ 822.52	$	6.43
Nov-05	SGL,(TR100) #17	MID2036	116	$ 830.72	$	7.16
Dec-05	SGL,(TR100) #17	MID2036	100	$ 1,023.39	$	10.23
Jan-06	SGL,(TR100) #17	MID2036	83	$ 872.72	$	10.51
Feb-06	SGL,(TR100) #17	MID2036	105	$ 808.08	$	7.70
Mar-06	SGL,(TR100) #17	MID2036	118	$ 771.40	$	6.54
Apr-06	SGL,(TR100) #17	MID2036	112	$ 751.82	$	6.71
May-06	SGL,(TR100) #17	MID2036	124	$ 812.01	$	6.55
Jun-06	SGL,(TR100) #17	MID2036	113	$ 608.90	$	5.39
Jul-06	SGL,(TR100) #17	MID2036	116	$ 613.54	$	5.29
Aug-06	SGL,(TR100) #17	MID2036	136	$ 865.33	$	6.36
Sep-06	SGL,(TR100) #17	MID2036	187	$ 1,153.78	$	6.17
Oct-06	SGL,(TR100) #17	MID2036	110	$ 1,462.55	$	13.30
Nov-06	SGL,(TR100) #17	MID2036	108	$ 1,413.29	$	13.09
Dec-06	SGL,(TR100) #17	MID2036	90	$ 940.79	$	10.45
Jan-07	SGL,(TR100) #17	MID2036	250	$ 917.59	$	3.67
Feb-07	SGL,(TR100) #17	MID2036	201	$ 1,301.69	$	6.48
Mar-07	SGL,(TR100) #17	MID2036	113	$ 849.73	$	7.52
Apr-07	SGL,(TR100) #17	MID2036	87	$ 487.76	$	5.61
May-07	SGL,(TR100) #17	MID2036	75	$ 465.28	$	6.20
Jun-07	SGL,(TR100) #17	MID2036	93	$ 688.50	$	7.40
Jul-07	SGL,(TR100) #17	MID2036	115	$ 805.17	$	7.00
Aug-07	SGL,(TR100) #17	MID2036	108	$ 709.38	$	6.57
Sep-07	SGL,(TR100) #17	MID2036	118	$ 814.68	$	6.90
Oct-07	SGL,(TR100) #17	MID2036	82	$ 516.21	$	6.30
Nov-07	SGL,(TR100) #17	MID2036	109	$ 576.94	$	5.29
Dec-07	SGL,(TR100) #17	MID2036	74	$ 341.79	$	4.62
Jan-08	SGL,(TR100) #17	MID2036	79	$ 441.51	$	5.59
Feb-08	SGL,(TR100) #17	MID2036	75	$ 483.52	$	6.45
Mar-08	SGL,(TR100) #17	MID2036	51	$ 325.41	$	6.38
Apr-08	SGL,(TR100) #17	MID2036	42	$ 266.23	$	6.34
			11,591	$ 58,188.97		

EXHIBIT 3

LAW OFFICES
OF
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Attorneys At Law
P. O. Box 667
1390 East Main Street, Suite 2
Clarion, Pennsylvania 16214-0667

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AL LANDER
NATHANIEL C. PARKER

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e-mail ..... nparker@usachoice.net

Via Facsimile Transmission and First Class Mail

May 13, 2008

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
528 Liberty Blvd.
P.O. Box 487
DuBois, Pennsylvania 15801
Fax No.: 814-371-1974

Re: **Smyers vs. Mid-East: No. 03-1598-CD**

Dear Matt:

This will serve as a follow-up to our April 16, 2008 telephone discussion, my April 16, 2008 correspondence, and the Pre-Trial Statement filed by Plaintiff in the above matter.

April 16, 2008 correspondence. In my April 16, 2008 correspondence I outlined six materially relevant issues and questions the Defense has with the Roach report, and asked for clarification. You and I also discussed these matters on the phone the same date whereby you indicated you would get back to me with answers. At the May 9 pre-trial conference the Judge posed questions as to the content and overall conclusion of the Roach report. To date no explanation has been offered by the Plaintiff to these outstanding issues.

Trial dates have been set and are fast approaching. I must insist upon a timely response from you as to the specifically identified questions that have been raised so that my client may obtain a firm understanding as to the content and conclusion of the Roach report. Please provide me with answers to these questions within 10 days, or by May 23, 2008. If I do not receive a response from you by this time addressing these issues to my client's satisfaction, I will assume that no answers or explanation is forthcoming and I will rely upon this as the Plaintiff's position which will necessitate my promptly filing an appropriate Motion with the Court.

Plaintiff's Pre-Trial Statement Exhibits. In Plaintiff's Pre-Trial Statement several potential exhibits and diagrams are identified. Pa.R.C.P. 212.2(b) provides that the exhibits listed in the Pre-Trial Statement shall be made available to the adverse

party. Therefore, in the stated timeframe please also timely provide me with copies of the following documents identified as potential exhibits in Plaintiff's Pre-Trial Statement:

1. Pennsylvania DEP records regarding wells within AMI;
2. Summary exhibit listing wells in AMI;
3. Map/diagram of AMI;
4. Production decline extrapolations and charts;
5. Summary of production rates from AMI;
6. Chart of Smyers ORRI gross production from AMI;
7. PCA Index depicting gas prices;
8. Gas price comparison chart;
9. Royalty calculations summary;
10. Supporting production documentation;
11. Production/royalty charts

Thank you for your prompt attention in regards to this matter.

Sincerely yours,

Nathaniel C. Parker, Esq.

NCP/las
cc: Mr. Mark A. Thompson

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED
JUN 23 2008
William A. Shaw
Prothonotary/Clerk of Courts
1 CERT TO ATTY
GK

Larry F. Smyers,
Plaintiff,

Vs.

Mid-East Oil Company,
Defendant.

: No. 03-1598-CD
:
: Civil Action-Law
:
:
: Type of Pleading:
:
: ***Certificate of Service***
:
:
:
: Filed on Behalf of Defendant, Mid-East
: Oil Company
:
: Counsel of Record for Defendant, Mid-
: East Oil Company:
:
: Dom W. Greco, Esq.
: Pa. ID #16829
:
: Nathaniel C. Parker, Esq.
: Pa. ID #90993
:
: Law Offices of Greco & Lander, P.C.
: P.O. Box 667
: Clarion, PA 16214
: (814) 226-6853
: Fax: (814) 226-4951

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff,	:	Civil Action – Law
Vs.	:	No. 03-1598-CD
Mid-East Oil Company, Defendant.	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the "***June 17, 2008 Order of Court***" was sent by U.S. mail, postage prepaid, on JUNE 20, 2008, to other counsel of record addressed as follows:

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By Nathaniel C. Parker (SEAL)
NATHANIEL C. PARKER, ESQ.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	
	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	RESPONSE TO MOTION FOR EXPEDITED RULING IN LIMINE
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

FILED NO CC
M 11:31 a.b.
JUL 01 2008
GK
William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

RESPONSE TO MOTION FOR EXPEDITED RULING IN LIMINE

AND NOW, comes the Plaintiff, Larry F. Smyers, through his attorneys, Hanak, Guido and Taladay, and hereby submits the following Response to Defendant's Motion For Expedited Ruling In Limine:

Basis for Seeking Expedited Ruling

1. - 4. Defendant sets forth it's basis for seeking the expedited ruling in limine at Paragraphs 1 through 4 of the Motion. Plaintiff admits the contents of the Court's May 14, 2008 scheduling Order and the deadlines contained therein. For the reasons set forth in this Response and the accompanying Brief, Plaintiff requests the Court to deny Defendant's Motion in Limine seeking to exclude evidence that is directly relevant to the legal issues, factual issues and damages

presented by Plaintiff's claims. Therefore, it is denied that ruling on this Motion will "streamline and simplify" the pretrial procedures or trial itself. Instead, it is requested that the Court make an expedited ruling - denying the Defendant's Motion and permitting all evidence relevant to the issues presented by Plaintiff's case - so that the parties may proceed with pre-trial matters necessary to timely prepare for trial.

Plaintiff Opposes Defendant's Request for Limitation of Trial Evidence Allowable in Plaintiff's Case in Chief

5. It is denied that the underlying dispute is one "surrounding an employment agreement." To the contrary, Plaintiff's Complaint avers a certain "prospect agreement" between Devonian (now, its successor Mid-East) and Plaintiff, Larry Smyers, whereby Smyers would use his expertise to propose a prospect or program for drilling in consideration for royalties resulting from his proposals. Any employment relationship between Smyers and Devonian resulted from a subsequent arrangement separate from the prospect agreement with additional compensation.

Interpretation of the contract documents - including the August 3, 1999 prospect agreement, the February 29, 2000 Confidentiality Agreement, the

August 23, 2000 Joint Venture Agreement, and the January 16, 2002 Assignment and Bill of Sale - is the primary issue for trial.

6. It is denied that the August 3, 1999 letter sets forth the terms of an "employment agreement" with Devonian. Instead, the letter is a "proposal to retain [Smyer's] services to develop drilling prospects, and provide technical assistance in the preparation of drilling program prospectuses" in exchange for a 1/64 interest (ORRI) of the gross from production in a prospect or program Smyers proposes. (See Exhibit 1 to Mid-East's Motion).

7. Defendant's Motion correctly states that the crux of this case is Plaintiff's claim for payment from Mid-East (as assignee and successor to Devonian) equal to a 1/64 of the value of oil and gas sold from certain wells. Thus, the issues inherent in the case include: (1) whether the contract obligation to pay Smyers 1/64 ORRI extends to Mid-East as successor/assignee of Devonian; (2) what is the scope of Mid-East's obligation, and whether it extends to all wells and all production in the prospect area ("AMI"); (3) what is the geographic location and boundary of the AMI; (4) how many wells have been drilled in the AMI since the August 3, 1999 prospect agreement; (5) what is the production amount from wells drilled within the AMI; and, (6) ultimately, how much is Larry Smyers

owed from Mid-East as a 1/64 ORRI from production within the AMI since August 3, 1999.

8. It is admitted that, by the August 3, 1999 agreement, Devonian agreed to pay Plaintiff a 1/64 interest (ORRI) of the gross from sale of natural gas, associated liquids, or crude oil from **each well located in a prospect or program [Plaintiff] proposes**. It is denied that the August 3, 1999 letter was for "employment", but, rather for services and expertise in proposing a drilling prospectus or program.

9. As stated above, it is denied that the August 3, 1999 letter was for "employment", but, rather for services and expertise in proposing a drilling prospectus or program. It is admitted that the prospect agreement required Plaintiff to propose specific well prospects or programs in order to receive the compensation of 1/64 interest. In fact, Plaintiff did propose a drilling prospect in the AMI. **Plaintiff's right to receive his 1/64 overriding royalty was locked in when he identified the prospect area. Continued employment or services are not part of the deal.**

10. It is admitted that Plaintiff is not employed by Mid-East. Any employment relationship between Plaintiff and Devonian was separate from the August 3, 1999 prospect agreement, and included additional compensation for

employment services. Plaintiff's employment and per diem geological services subsequent to the prospect agreement are not relevant to the claims presented against Mid-East. As stated in Paragraph 9 above, employment services were not part of the August 3, 1999 deal, and Plaintiff's lack of employment relationship with Mid-East has no effect on Plaintiff's right to continue receiving a 1/64 overriding royalty from production in the prospect area.

11. Plaintiff admits the terms of the Joint Venture Agreement between Mid-East and Devonian entered August 23, 2000 as set forth in the document attached as Exhibit 2 to the Amended Complaint. The Joint Venture Agreement specifically provides for development within the AMI, specifically incorporates the prospect agreement of August 3, 1999, and specifically provides for payment of a 1/64 ORRI to Larry Smyers - referenced in the agreement as "a third party providing geological services."

12. Plaintiff admits the terms of the Assignment and Bill of Sale between Devonian and Mid-East entered January 16, 2002 and attached as Exhibit 3 to the Amended Complaint. By virtue of its position as successor and assignee of Devonian, coupled with the obligations assumed by the Joint Venture Agreement of August 23, 2001, Mid-East is obligated to pay a 1/64 overriding royalty to Plaintiff on all mineral resources produced within the AMI.

13. Defendant's Motion contains a chart stating what Mid-East *purports* to be all the wells drilled by Mid-East from August 3, 1999 through January 16, 2002, and the wells' monthly production. The chart has not been substantiated or admitted by Plaintiff. The chart is a matter of evidence, and the number of wells drilled by Mid-East or its predecessors, and the production amounts are issues to be resolved at trial. Moreover, Plaintiff's claim is not limited to production through January, 2002, but is a continuing entitlement to royalties from all wells and all production. Therefore, Plaintiff denies the conclusions stated in Paragraph 13.

14. In Paragraph 14, Defendant boldly makes a conclusion of law on the scope of Mid-East's liability under the contracts - that "Plaintiff's claim cannot legally or equitably extend beyond the 64 specific wells listed on Exhibit 2." This conclusion is denied. First, the scope of Mid-East's liability is a matter of contract interpretation to be resolved by the Court. Second, the number of wells drilled by Mid-East has not been substantiated and is a factual issue for trial. Finally, it is disputed that Plaintiff's claim must be limited to wells drilled by Mid-East from the date of the prospect agreement through January 16, 2002. To the contrary, the 1/64 ORRI attaches to all wells drilled within the prospect area, and is a continuing obligation of Mid-East.

15. Mid-East's settlement position is not relevant and should certainly not be considered as a basis to limit Plaintiff's evidence at trial. Mid-East would settle on the basis that a 1/64 ORRI is owed on at least 64 wells drilled by Mid-East from the time of the prospect agreement. However, the number of wells, the amount of production, and the scope of Mid-East's contractual obligation are issues to be resolved at trial. To the extent that Plaintiff has evidence of more than 64 wells drilled within the AMI and/or production amounts greater than those charted by Mid-East on Exhibit 2, such evidence is directly relevant and admissible at trial. Mid-East's attempt to limit the evidence to that which is charted by Mid-East must be denied.

Plaintiff Opposes Defendant's Request for Preclusion of William Roach Evaluation and Testimony

16.-22. Defendant's second Motion in Limine seeks to preclude the expert report and testimony of William Roach, an expert proferred by Plaintiff to conduct and evaluation of the production amounts from wells located within the AMI. The basis for Defendant's Motion is that the expert evaluation provides and "estimate" of the actual production, when "actual production and sales figures are available."

The "actual production and sales figures" presented by Defendant in Exhibit 2 have not been stipulated or substantiated. Once validated, Plaintiff has agreed to have the expert, Mr. Roach, reevaluate the Plaintiff's claim using the actual production and pricing figures.

However, to the extent that the Plaintiff or the Plaintiff's expert disagrees with any of the data provided by Defendant, the expert should not be precluded from rendering his own opinion on the value of this claim. The weight to be given to his data and conclusions is left to the discretion of the trial court, but such testimony is not inadmissible merely because the expert's data and calculation might differ from Defendant's.

The Expert Report presently proffered by Plaintiff contains "actual data" through September 2004. Until the Defendant's filed the Motion in Limine, Plaintiff's were never provided with more current data. Although Defendant's Motion faults the expert for relying on "estimates" when actual data is available, Mid-East failed to produce the actual data through discovery. Despite Plaintiff's requests for production and pricing data, Mid-East did not submit data after September 2004 until the present Motion was filed. In the meantime, without actual data available, Plaintiff was forced to hire an expert to estimate production in order to determine damages due from Mid-East.

After failing to provide the requested discovery (or at least to update the data supplied in 2004), Defendant now seeks to preclude the Plaintiff from using expert testimony, by producing "actual data" and arguing that Plaintiff's expert evaluations are inconsistent, confusing and misleading. First, until Mid-East's data is validated as the best evidence, Plaintiff is free to estimate damages for purposes of trial preparation. Plaintiff agrees to amend the expert report and testimony using actual production and pricing information now that it has become available. Second, if Defendant finds the methodology and documentation of the expert to be confusing, Defendant may request to take Mr. Roach's deposition or make written inquiry by interrogatories to clarify the expert evaluation. Finally, to the extent that Plaintiff's claim is more extensive and includes more wells and/or greater production amounts than Mid-East has charted in Exhibit 2, Plaintiff should not be precluded from introducing evidence, including estimates if necessary, to prove the entire claim and damages.

Preclusion of Exhibits Listed on Plaintiff's Pre-Trial Statement

23 - 29. There is no basis for Defendant's third Motion in Limine seeking to preclude Plaintiff from offering the Exhibits listed on Plaintiff's Pre-Trial Statement as evidence. All of the Exhibits listed were produced as part of

Plaintiff's Expert Report or through discovery. Specifically, the Pre-Trial Statement included a copy of the expert evaluation report - which attaches 15 pages of documents. Additionally, Plaintiff's Response to Request for Production of Documents of January 2004 produced 259 bates-stamped documents. All of the documents referenced in Plaintiff's Pre-Trial Statement have either been provided to Defendant through discovery or are attached as part of the expert report.

WHEREFORE, for the foregoing reasons, and the reasons set forth in the accompanying Brief in Opposition to the Motion in Limine, Plaintiff respectfully requests Defendant's Motion in Limine be denied.

Respectfully submitted,

Hanak, Guido and Taladay

By _____
Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

LARRY F. SMYERS,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
MID EAST OIL COMPANY,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 30th day of June, 2008, a true and correct copy of the foregoing Response to Motion for Expedited Ruling in Limine was mailed by United States First Class Mail to the following:

Nathaniel C. Parker, Esq.
Attorney for Defendant
P.O. Box 667
Clarion, PA 16214

Matthew B. Taladay, Esq.
Attorney for Plaintiff

UA

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

LARRY F. SMYERS,	*	NO. 03-1598-CD
Plaintiff	*	
vs.	*	
MID-EAST OIL CO, et al,	*	
Defendants	*	

ORDER

NOW, this 21st day of August, 2008, it is the ORDER of this Court that a status conference be and is hereby scheduled for the **17th day of September, 2008 at 3:00 p.m. in Courtroom No. 2** of the Clearfield County Courthouse, Clearfield, Pennsylvania. Senior Judge Charles Brown, Specially Presiding, will be conducting the status conference.

BY THE COURT,

Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED
01/3:02 AM
AUG 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

1CC Attys: Altomare
Parker
Taladay

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	CERTIFICATE OF SERVICE
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801 814-371-7768

Dated: September 3, 2008

NO CC
William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 3rd day of September, 2008, a Notice of Intent to Serve Subpoena to Produce Documents, copy of which is attached hereto, was mailed by United States First Class Mail to the following:

Nathaniel C. Parker, Esq.
Attorney for Defendant
P.O. Box 667
Clarion, PA 16214

Matthew B. Taladay

Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	NOTICE OF INTENT TO SERVE SUBPOENA TO PRODUCE DOCUMENTS
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

Dated: September 3, 2008

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE DOCUMENTS FOR DISCOVERY PURSUANT TO RULE 4009.21

Plaintiff, Larry F. Smyers, intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made the subpoena may be served.

DATE: September 3, 2008

Matthew B. Taladay

Matthew B. Taladay, Esq.
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Larry F. Smyers *
Plaintiff(s)

Vs. * No. 2003-01598-CD

Mid East Oil Company *
Devonian Resources, Inc.
Van Hampton Gas & Oil Co., Inc.
Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: North Coast Energy, Inc., One GOJO Plaza, Suite 325, Akron, Ohio 44311
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

All production and sales reports, including documents and electronic data, pertaining to all wells within the scope of the "Pine Glen Area of Mutual Interest" from June 2006 through the present. The Pine Glen AMI is comprised of Burnside Twp., Centre Co., PA, and Cooper Twp., Boggs Twp. and West Decatur, Clearfield County, PA. Include data for all new, existing or completed wells.

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Matthew B. Taladay, Esq.
ADDRESS: P. O. Box 487, 528 Liberty Blvd.
DuBois, PA 15801
TELEPHONE: 814-371-7768
SUPREME COURT ID # 49663
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Tuesday, September 02, 2008
Seal of the Court

Deputy

CA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers,
Plaintiff,

Vs.

Mid-East Oil Company,
Defendant.

: No. 03-1598-CD

: Civil Action-Law

: Type of Pleading:

OBJECTIONS TO SUBPOENA PURSUANT TO Pa.R.C.P. 4009.21(c)

FILED
SEP 17 2008
0/2:35(w
William A. Shaw
Prothonotary/Clerk of Courts
1 Cert to Atty

: Filed on Behalf of Defendant, Mid-East Oil Company

: Counsel of Record for Defendant, Mid-East Oil Company:

: Dom W. Greco, Esq.
: Pa. ID #16829

: Nathaniel C. Parker, Esq.
: Pa. ID #90993

: Law Offices of Greco & Lander, P.C.
: P.O. Box 667
: Clarion, PA 16214
: (814) 226-6853
: Fax: (814) 226-4951

Dated: SEPTEMBER 17, 2008

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff,	:	Civil Action – Law
Vs.	:	No. 03-1598-CD
Mid-East Oil Company, Defendant.	:	

OBJECTIONS TO SUBPOENA PURSUANT TO Pa.R.C.P. 4009.21(c)

AND NOW, comes the Defendant, Mid-East Oil Company, by and through its undersigned legal counsel, the Law Offices of Greco & Lander, P.C., and files the within Objections to Subpoena Pursuant to Pa.R.C.P. 4009.21(c), objecting to the proposed subpoena to produce documents directed to non-party North Coast Energy, Inc. based upon the following:

1. By notice dated September 3, 2008, Plaintiff stated his intention to serve a subpoena upon non-party North Coast Energy, Inc. ("North Coast") seeking "*production and sales reports*" for "*all wells within*" certain specified geographic boundaries from June 2006 to the present, a true and correct copy of which is attached hereto as Exhibit A.

2. The Stipulated Case Management Order dated May 24, 2007 requires all discovery to be completed on or before June 1, **2007**.

3. Trial of this matter is scheduled to commence on September 29, 2008.

4. Plaintiff and his counsel previously visited the offices of North Coast for the purposes of conducting a document inspection on June 5, **2006**, as set forth in the May 8, 2006 correspondence attached hereto as Exhibit B.

5. Plaintiff's counsel made follow-up inquiry of North Coast by correspondence dated July 11, 2006, a copy of which is attached hereto as Exhibit C.

6. No explanation has been offered by Plaintiff as to the two-year delay in seeking documentation from North Coast above and beyond that which was reviewed at the June 5, 2006 document inspection.

7. Plaintiff has apparently made no effort in the interim to obtain whatever additional documentation he was requesting, or to serve the proposed subpoena in advance of the discovery deadline and the impending trial.

8. The proposed subpoena seeks documentation and information that is believed to be voluminous and is irrelevant to the underlying litigation and the claims asserted herein.

9. The documents sought by Plaintiff pertain to wells drilled by unrelated third parties long after the Mid-East/Devonian Joint Venture ended on January 16, 2002 (as per Exhibit 3 of Plaintiff's Amended Complaint).

10. Mid-East has already provided the actual production data for **all** 64 wells drilled during the course of the Devonian / Mid-East Joint Venture (including both wells which Plaintiff performed services on and wells that Mid-East believes Plaintiff did not).

11. Plaintiff's efforts to subpoena voluminous, confidential production documentation from non-party North Coast are improper because: (i) it is beyond the permissible scope of discovery in violation of the Pa.R.C.P. 4003.1; (ii) it violates the Order of Court dated May 24, 2007 requiring the completion of all discovery by June 1, 2007; and (iii) it will cause unreasonable burden and expense.

12. The proposed subpoena seeks documentation and information pertaining to subject matters that Mid-East has through its pending Motion for Expedited Ruling

in Limine sought to preclude from being utilized at trial of this matter because they are irrelevant to and/or beyond the scope of Plaintiff's legal claims.

13. Serving the proposed subpoena would cause hardship and prejudice to Defendant Mid-East by delaying trial and resolution of this matter and causing unnecessary additional expenses. This case is approaching its fifth anniversary, having been pending since October 27, 2003.

WHEREFORE, Defendant requests your Honorable Court to quash the Plaintiff's proposed subpoena directed to North Coast Energy, Inc., grant Defendant Mid-East's pending Motion for Expedited Ruling in Limine, and proceed to conduct trial of this matter beginning on September 29, 2008.

Respectfully submitted,

Date: SEPTEMBER 17, 2008

Dom W. Greco, Esq.
Pa. ID #16829
Nathaniel C. Parker, Esq.
Pa. ID #90993
Law Offices of Greco & Lander, P.C.
P. O. Box 667
Clarion, PA 16214
(814) 226-6853
Fax: (814) 226-4951

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff,	:	
Vs.	:	No. 03-1598-CD
Mid-East Oil Company, Defendant.	:	

ORDER

AND NOW, this ____ day of September, 2008, upon consideration of Defendant's Objections to Subpoena Pursuant to Pa.R.C.P. 4009.21(c), and for good cause shown, it is hereby ORDERED that Defendant's objections to Plaintiff's proposed subpoena directed to non-party North Coast Energy, Inc. be and hereby are SUSTAINED, and the subpoena is hereby QUASHED and therefore shall not be served upon North Coast Energy, Inc.

It is further ORDERED that Defendant's Motion for Expedited Ruling in Limine be and hereby is GRANTED. Plaintiff's claims in the within matter, and consequently Plaintiff's case in chief, shall be confined to evidence pertaining to the 64 wells drilled by Mid-East from the time of Plaintiff's August 3, 1999 letter of employment agreement with Devonian (Amended Complaint Exhibit 1, page 5 of 5) through the termination of the Devonian/Mid-East Joint Venture on January 16, 2002 (Amended Complaint Exhibit 3), which wells are specifically identified on Exhibit 2 of Mid-East's Motion for Expedited Ruling in Limine.

It is further ORDERED that Plaintiff is precluded from offering the following testimonial and documentary evidence at the time of trial:

a. Plaintiff's Expert 'Evaluation' by William Roach;

b. Testimony from Plaintiff's Expert, William Roach;

c. Any evidence pertaining to any wells other than those 64 wells drilled from the time of Plaintiff's August 3, 1999 letter of employment agreement with Devonian through the termination of the Devonian/Mid-East Joint Venture on January 16, 2002, which wells are specifically identified on Exhibit 2 of Defendant's Motion for Expedited Ruling in Limine; and

d. The following exhibits listed in Plaintiff's Pre-trial Statement which were not produced in discovery and which Plaintiff has failed to provide to defense counsel:

1. Pennsylvania DEP records regarding wells within AMI;
2. Summary exhibit listing wells in AMI;
3. Map/diagram of AMI;
4. Production decline extrapolations and charts;
5. Summary of production rates from AMI;
6. Chart of Smyers ORRI gross production from AMI;
7. PCA Index depicting gas prices;
8. Gas price comparison chart;
9. Royalty calculations summary;
10. Supporting production documentation; and
11. Production/royalty charts.

BY THE COURT:

_____

CHARLES C. BROWN, JR., S.J.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff,	:	Civil Action – Law
Vs.	:	No. 03-1598-CD
Mid-East Oil Company, Defendant.	:	

CERTIFICATE OF SERVICE

I, Nathaniel C. Parker, Esq., hereby certify that a true and correct copy of the Defendant's "***Objections to Subpoena Pursuant to Pa.R.C.P. 4009.21(c)***" was hand delivered on SEPTEMBER 17, 2008, to other counsel of record as follows:

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, Pennsylvania 15801

GRECO & LANDER, P.C.:

By _____ (SEAL)
NATHANIEL C. PARKER, ESQ.

EXHIBIT A

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	NOTICE OF INTENT TO SERVE SUBPOENA TO PRODUCE DOCUMENTS
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801 814-371-7768

Dated: September 3, 2008

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE DOCUMENTS FOR DISCOVERY PURSUANT TO RULE 4009.21

Plaintiff, Larry F. Smyers, intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made the subpoena may be served.

DATE: September 3, 2008

Matthew B. Taladay

Matthew B. Taladay, Esq.
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Larry F. Smyers *
Plaintiff(s)

Vs. * No. 2003-01598-CD

Mid East Oil Company *
Devonian Resources, Inc.
Van Hampton Gas & Oil Co., Inc.
Defendant(s)

COPY

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE 4009.22

TO: North Coast Energy, Inc., One GOJO Plaza, Suite 325, Akron, Ohio 44311
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:

All production and sales reports, including documents and electronic data, pertaining to all wells within the scope of the "Pine Glen Area of Mutual Interest" from June 2006 through the present. The Pine Glen AMI is comprised of Burnside Twp., Centre Co., PA, and Cooper Twp., Boggs Twp. and West Decatur, Clearfield County, PA. Include data for all new, existing or completed wells.

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Matthew B. Taladay, Esq.
ADDRESS: P. O. Box 487, 528 Liberty Blvd.
DuBois, PA 15801
TELEPHONE: 814-371-7768
SUPREME COURT ID # 49663
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Tuesday, September 02, 2008
Seal of the Court

Deputy

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff vs. MID EAST OIL COMPANY, Defendant	:	CIVIL ACTION - AT LAW No. 03-1598-CD Type of Pleading: CERTIFICATE OF SERVICE Filed on Behalf of: PLAINTIFF Counsel of Record for This Party: Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801 814-371-7768

Dated: September 3, 2008

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 3rd day of September, 2008, a Notice of Intent to Serve Subpoena to Produce Documents, copy of which is attached hereto, was mailed by United States First Class Mail to the following:

Nathaniel C. Parker, Esq.
Attorney for Defendant
P.O. Box 667
Clarion, PA 16214

Matthew B. Taladay, Esq.
Attorney for Plaintiff

EXHIBIT B

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Nicole Hanak Bankovich
S. Casey Bowers

Telephone: (814) 371-7768
Fax: (814) 371-1974

498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
mbtaladay@verizon.net

May 8, 2006

Tommy Knowles
Suite 325
One GOJO Plaza
Akron, OH 44301

Re: North Coast Energy

Dear Mr. Knowles:

Based on prior correspondence and agreements of the parties, inspection of records will occur at the offices of North Coast beginning at 1:30 p.m. on June 5, 2006. I will be present at that time along with my client, Larry Smyers. It is my understanding that Attorney Dom Greco will also be there on behalf of Mid-East.

Based on agreement between the parties, the records to be reviewed are as follows:

Any and all of the following which pertain to wells in the Pine Glen Field:

(a) Production reports on a well by well basis
(b) Completion reports on wells
(c) Well logs (electrical/geophysical)
(d) Results of pressure tests for reserves analysis

I would ask that you have these records available for inspection. Also, I would like to make arrangements for duplicating all records which are identified as pertinent. I would ask that you please contact my office with suggestions for accomplishing this.

Finally, I would ask that you please provide me with directions to the North Coast facility including recommendations for parking.

Thank you for your courtesy and cooperation. If you have any questions or concerns, please contact me.

Sincerely,

Matthew B. Taladay

MBT:kam

cc: Larry Smyers
Dom W. Greco, Esq.
Robert W. McFate, Esq.
Michael D. Phillips, Esq.

EXHIBIT C

HANAK, GUIDO and TALADAY

Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Nicole Hanak Bankovich
S. Casey Bowers

Telephone: (814) 371-7768
Fax: (814) 371-1974

498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
mbtaladay@verizon.net

July 11, 2006

Tommy Knowles
Suite 325
One GOJO Plaza
Akron, OH 44301

Re: North Coast Energy

Dear Tommy:

I wanted to thank you for your hospitality during our not so recent visit to your facilities. I appreciate your cooperation in providing all of the requested documents in an organized fashion in comfortable surroundings.

I am writing to formalize my verbal request for monthly production and pricing information on all wells within the Pine Glen Field from January 1, 2000 to present. While you were kind enough to provide a production summary to date for each of these wells, we would require the monthly information regarding both well production and sale price in order to calculate Mr. Smyers' royalty claim.

I would ask that you please let me know promptly if you cannot accommodate this request. Obviously this information is crucial to the ongoing litigation. Also, I would appreciate the opportunity to speak with you or your counsel at your convenience regarding North Coast's potential interest in the outcome of this suit.

I look forward to hearing from you.

Sincerely,

Matthew B. Taladay

Matthew B. Taladay

MBT:kam
cc: Larry Smyers
Dom W. Greco, Esq.
Robert W. McFate, Esq.
Michael D. Phillips, Esq.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	
	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	Response to Objections to Subpoena Pursuant to Pa.R.C.P. 4009.21(c)
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

Dated: September 19, 2008

FILED
m 11:54 a.m. GK
SEP 22 2008 No cc
William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

RESPONSE TO OBJECTION TO SUBPOENA PURSUANT TO Pa.R.C.P. 4002.21(c)

AND NOW, comes the Plaintiff, Larry F. Smyers, by his attorneys, Hanak, Guido and Taladay, and hereby responds to Defendant's Objections to Subpoena Pursuant to Pa.R.C.P. Rule 4009.21(c):

1. Admitted. Plaintiff intends to serve a Subpoena upon North Coast Energy, Inc., successor-in-interest to Defendant Mid East Oil Company, to obtain production and pricing data relative to the gas wells to which Plaintiff claims an overriding royalty interest.

2. Admitted. By way of further answer, Plaintiff's claims for overriding royalty payments are ongoing, and the Subpoena is issued for the purpose of ascertaining the most recent production and sales figures so as to support Plaintiff's claims for damages at trial.

3. Admitted.

4. Plaintiff and counsel previously visited the office of North Coast Energy on June, 2006 and at that time obtained production

and pricing data. As stated above, however, Plaintiff's claims for royalty payments are ongoing. Plaintiff is attempting to obtain from North Coast production and pricing data from June, 2006 to present so as to accurately represent his claims for overriding royalty interests in the gas wells within the area at issue.

5. Admitted.

6. Denied. Plaintiff has made repeated requests to Mid East to provide updated pricing and production data pertaining to the approximately 225 wells within the area of mutual interest to which Smyers is claiming entitlement to royalties. By way of further answer, the Purchase and Sale Agreement between Mid East and North Coast and the North Coast subsidiaries, EXCO and Pine Stone, specifically provides that Mid East will have access to all North Coast documents pertaining to the pending litigation. (The cover page of the Agreement and specific provision- Section 1.1(l)- are attached as Exhibit "A"). Mid East is under a continuing discovery request for these documents. Mid East has obviously been able to obtain up-to-date pricing and production data for the 64 wells that Mid East contends are at issue, as this was attached as an exhibit to the Expedited Motion in Limine previously provided to this Court. Mid East has repeatedly refused this request with respect to all 225 wells within the AMI. Likewise, North Coast has refused repeated informal requests to provide pricing and production data. (See correspondences attached as Exhibit "B".)

7. Denied. Plaintiff has made repeated efforts to obtain the requested information as set forth above. (See Exhibit B correspondence).

8. The documentation sought by the subpoena is crucial to the determination of Plaintiff's claimed overriding royalty interests.

9. The documents sought by the Plaintiff relate to overriding royalty interests on wells drilled in the area of mutual interest by Devonian and/or Mid East and their successors-in-interest. Defendant's liability for these obligations is ongoing and unrelated to the termination of the joint venture.

10. Plaintiff Smyers claims entitlement to royalty interest from approximately 225 wells within the Pine Glen Area of Mutual Interest. Although Defendant, Mid East, disagrees with this proposition and contends that a maximum of 64 wells are at issue, Mid East's position presupposes that the Court will accept the interpretation of the Agreement proffered by Mid East rather than that of the Plaintiff. Plaintiff should not be precluded from obtaining relevant and necessary documentation to present all aspects of this claim.

11. Plaintiff's subpoena to obtain production and pricing data represents reasonable and proper procedure for obtaining updated data necessary to fully present Plaintiff's claims at the time of trial. It is admitted that the subpoena would be unnecessary if Mid East would provide gas well production and pricing data to which it has access pursuant to its agreement with North Coast and pertaining to all 225 wells which the Plaintiff contends are at issue in this case.

12. The Motion for Expedited Ruling in Limine filed by Mid East seeks to preclude the testimony of petroleum engineer William Roach on the basis that Mr. Roach's calculation of projected gas well

production and sale data would not be as accurate as the actual data. It must be noted that Mr. Roach's calculations and report were tendered in support of Plaintiff's claim due to Plaintiff's inability to obtain the requested production and pricing data from Mid East. By both opposing the testimony of Mr. Roach, as well as attempting to preclude Plaintiff from obtaining the actual production and pricing figures from North Coast, Mid East's successor-in-interest, Defendant Mid East is essentially attempting to preclude Smyers from presenting any evidence relating to the current value of the overriding royalty interest amounts currently due and payable.

13. It is conceded that this case is nearing its fifth anniversary. It must be pointed out, however, that approximately 2-1/2 years of delay were caused by Mid East's unfounded and untimely appeal to the Pennsylvania Superior Court. It would serve the interests of justice to permit the Court to consider all pertinent evidence in this case, including gas well production and pricing data for the wells that Plaintiff claims are at issue so that the Court can make a fair and full determination with regard to the claims and defenses of all parties.

WHEREFORE, Plaintiff respectfully requests that the Court deny Defendant Mid East's Motion to Quash Subpoena and further deny Mid East's Motion for Ruling in Limine.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By _____
Matthew B. Taladay, Esq.
Attorney for Plaintiff

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into this 9th day of November, 2004, to be effective as of 12:01 A.M. on July 1, 2004 (the "Effective Date"), by and among Mid-East Oil Company, a Pennsylvania corporation ("Mid-East"), those parties identified on Appendix I attached hereto as the Mid-East Parties, those parties identified on Appendix II attached hereto as the Snyder Parties (Mid-East, the Mid-East Parties, and the Snyder Parties may be referred to individually by name or as a "Seller" and all may be referred to collectively as the "Sellers", except as otherwise expressly provided), and EXCO Resources, Inc., a Texas corporation having its principal place of business at 12377 Merit Drive, Suite 1700, Dallas, Texas 75251 (the "Buyer"). Buyer and Sellers may be referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, Sellers own certain oil and gas properties together with associated leases, undeveloped acreage, wells, equipment and rights associated therewith, which properties and assets are more fully described herein;

WHEREAS, Sellers, individually and collectively, desire to sell such properties subject to the terms and conditions contained herein; and

WHEREAS, Buyer desires to purchase such properties subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and the respective promises, representations, warranties, covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Sellers, intending to be legally bound, agree to the purchase and sale of the properties and assets described below, in accordance with the following terms and conditions:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Property Being Sold.

Subject to the terms and conditions set forth in this Agreement, Sellers agree to sell, transfer, assign, convey and deliver to Buyer, and Buyer agrees to purchase from Sellers, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in and to all of the Purchased Assets for the Purchase Price. The assets to be purchased and sold hereby are sometimes hereinafter collectively referred to as the "Purchased Assets." The Purchased Assets consist of all of the following assets of Sellers.

(a) Leaseholds. All of Sellers' right, title and interest in and to all oil and gas leaseholds, oil, gas and other minerals, including working interests, carried working interests, rights of assignment and reassignment, net revenue interests, record

to the Leases or Wells from and after the Effective Date and all rents, issues, profits, proceeds, products, revenues and other income from or attributable thereto, including any suspense accounts (or similar rights) with respect to production from the Well(s);

(i) Remaining Interests. All of Sellers other rights and interests in, to or under or provided for in the Leases, Wells, Easements, Contracts, Permits and Hydrocarbons, even though the same may be improperly described in or omitted from the Exhibits. It is the express intent of the Parties that all of Sellers' right, title and interest in any and all oil and gas properties described on Exhibits A or B and the Easements described on Exhibit D be assigned to Buyer hereunder;

(j) Associated Real Property. All of Sellers right, title and interest in the real estate described on Exhibit F;

(k) Claims and Causes of Action. Except for Mid-East counterclaims against Larry Smyers and all Mid-East claims against Devonian and Van Hampton as additional defendants joined by Mid-East in the Smyers litigation, all claims, causes of action, and lien rights of Sellers relating to any of the Purchased Assets arising from breaches, acts, or omissions occurring prior to the Effective Date; and

(l) Records. All of Seller's original files, books, records and data (other than Seller's financial files and records), including, without limitation, maps, logs, geophysical data (including all geophysical 3D seismic data sets), title opinions and curative, production records, geological data and computer data bases, relating to the Leases, Wells, Easements, Contracts, Permits and Hydrocarbons or the maintenance or operation thereof (collectively the "Records"); it being agreed that from and after Closing, Seller will not retain any copies of the Records; provided, however, that for a period of six (6) years (subject to extension if a Seller gives Buyer good faith notice of a specific claim or potential claim) after the Closing Buyer will make available to Seller's Representative access to such Records as Sellers may reasonably require in connection with tax matters, defending against *Smyers v. Mid*-East litigation and claims made after Closing and for other similar purposes; provided further, however, that nothing herein contained will be construed to prohibit Buyer from conducting a customary document destruction program. Access will be provided during normal business hours upon written request of Seller's Representatives.

1.2 Excluded Assets.

Among the assets that Sellers shall not sell, transfer or assign, and Buyer shall not purchase, are the following assets of Sellers:

(a) Cash and Notes Receivable. All cash, cash equivalents and notes receivable of Sellers;

(b) Certain Records. The corporate minute book, stock records and Tax Returns of Sellers and other corporate books and records which Sellers are required to maintain under applicable Law;

HANAK, GUIDO and TALADAY

Attorneys at Law

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Anthony S. Guido
Matthew B. Taladay

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498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

December 14, 2005

Dom W. Greco, Esq.
Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214

Re: Smyers vs. Mid-East Oil Company

Gentlemen:

I am writing in reply to your fax correspondence of December 12, 2005 and regarding the discovery in this matter. You indicated that your client had sold its interest in the AMI to Northcoast Energy during the pendency of this litigation. With this revelation, we will obviously seek to join Northcoast as a party to this action. I will be preparing and filing the appropriate petition for leave to do so in the near future. Please advise if you have any objection to joining Northcoast.

The sale of these interests notwithstanding, it is my client's intention to proceed with the discovery which is the subject of the current order to compel. We both know that your client is required to retain the drilling and production records regarding its activities within the AMI. Please confirm your client's intention to make the requested records available for inspection and copying. I will be contacting you in the near future to advise of the proposed date or dates for this purpose.

I look forward to hearing from you with regard to the above.

Sincerely,

Matthew B. Taladay

MBT:kam

cc: Larry Smyers
Robert W. McFate, Esq.

EXHIBIT "B"

LAW OFFICES
OF
GRECO & LANDER, P.C.
Attorneys At Law
P. O. Box 667
1390 East Main Street, Suite 2
Clarion, Pennsylvania 16214-0667

RECEIVED
12-23-05

DOM W. GRECO
AL LANDER

Telephone ..... (814) 226-6853
FAX ..... (814) 226-4951
e-mail ..... nparker@usachoice.net

December 21, 2005

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

Re: **Smyers vs. Mid-East: No. 03-1598-CD**

Dear Attorney Taladay:

Please allow this letter to serve as Mid-East's response to your letter of December 14, 2005. At the present time, I am not aware of any basis Mid-East would have to object to plaintiff Smyers joining Northcoast. Regarding the document production request, Mid-East intends to fully comply with the Court's document production Order. Based on your indication, I will wait to hear from you further.

Sincerely yours,

Nathaniel C. Parker, Esq.

NCP:tsr
cc: Robert W. McFate, Esq.
Mr. Mark A. Thompson

LAW OFFICES
OF
GRECO & LANDER, P.C.
Attorneys At Law
P. O. Box 667
1390 East Main Street, Suite 2
Clarion, Pennsylvania 16214-0667

DOM W. GRECO
AL LANDER

Telephone ..... (814) 226-6853
FAX ..... (814) 226-4951
e-mail ..... nparker@usachoice.net

RECEIVED
01-23-06

January 20, 2006

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

Re: **Smyers vs. Mid-East: No. 03-1598-CD**

Dear Attorney Taladay:

Enclosed herewith please find Mideast's answer to plaintiff's supplemental request for production of documents, and a CD which accompanies this answer, and which contains the documents referred to in the answer.

Please allow this letter to serve as Mideast's response to your letter of January 12, 2006 regarding your proposed document inspection dates. It would be most efficient if you would please review the documents contained on the enclosed CD to gain an understanding of the transaction prior to attempting to schedule a review of the documents. The documents you are seeking are no longer in Mideast's possession. The documents are in the physical possession of an affiliate of North Coast Energy, and believed to be located in Ohio. Mideast intends to fully cooperate with the Court's Order and assert whatever rights it may have under the encolosed agreements to assist you in reviewing the documents. Therefore, in order to expedite the process, I suggest that you contact counsel for North Coast or its affiliate in order to arrange the specifics of the requested document inspection. Thank you for your consideration.

Sincerely yours,

Nathaniel C. Parker, Esq.

NCP:tsr
cc: Robert W. McFate, Esq.
Mr. Mark A. Thompson

{GL049945.1}

HANAK, GUIDO and TALADAY

Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

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Telephone: (814) 371-7768
Fax: (814) 371-1974

498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
mbtaladay@verizon.net

July 11, 2006

Tommy Knowles
Suite 325
One GOJO Plaza
Akron, OH 44301

Re: North Coast Energy

Dear Tommy:

I wanted to thank you for your hospitality during our not so recent visit to your facilities. I appreciate your cooperation in providing all of the requested documents in an organized fashion in comfortable surroundings.

I am writing to formalize my verbal request for monthly production and pricing information on all wells within the Pine Glen Field from January 1, 2000 to present. While you were kind enough to provide a production summary to date for each of these wells, we would require the monthly information regarding both well production and sale price in order to calculate Mr. Smyers' royalty claim.

I would ask that you please let me know promptly if you cannot accommodate this request. Obviously this information is crucial to the ongoing litigation. Also, I would appreciate the opportunity to speak with you or your counsel at your convenience regarding North Coast's potential interest in the outcome of this suit.

I look forward to hearing from you.

Sincerely,

Matthew B. Taladay

Matthew B. Taladay

MBT:kam
cc: Larry Smyers
Dom W. Greco, Esq.
Robert W. McFate, Esq.
Michael D. Phillips, Esq.

Matthew B. Taladay, Esq.

From: "Tommy Knowles" <tknowles@northcoastenergy.com>
To: <mbtaladay@verizon.net>
Cc: "Phillips, Michael" <MPhillip@Calfee.com>
Sent: Thursday, July 27, 2006 8:22 AM
Subject: Smyers - Gas Sales Prices

Hello Matt,

I received your letter dated July 11, 2006 requesting monthly gas pricing information for the Pine Glen field from January 1, 2000 to present. As I mentioned at our meeting in June, North Coast Energy, Inc. can only supply information concerning gas pricing for the time we have owned the properties in question. We acquired these properties on an asset basis and therefore do not have the necessary records to provide information prior to November of 2004. Our accounting staff is putting together the requested information that we do have and it will be sent to you in the near future.

Thx, Tommy

Internal Virus Database is out-of-date.
Checked by AVG Free Edition.
Version: 7.1.394 / Virus Database: 268.9.10/387 - Release Date: 7/12/2006

HANAK, GUIDO and TALADAY

Attorneys at Law

Robert M. Hanak
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498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
mbtaladay@verizon.net

August 9, 2006

Nathaniel C. Parker, Esq.
Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214

Re: Smyers vs. Mid-East Oil Company

Dear Mr. Parker:

I am enclosing a copy of an email printout from Tommy Knowles of North Coast Energy, Inc. This is in reply to my request for monthly gas pricing information on the Pine Glen Field from January 1, 2000 to present.

As you can see, North Coast advises that it does acquire these properties on an asset basis and does not have the requested records. Therefore, I would ask that you consider this correspondence as a discovery request to provide production and pricing information on all wells within the Pine Glen Field from January 1, 2000 through November 30, 2004. I believe that your client is obligated to provide these documents in continuing response to the prior Request for Production of Documents which is the subject of the Court's Order to Compel. (See Request for Production of Documents No. 1). Therefore, I ask that you promptly provide the requested information.

If you wish to discuss this request further, please give me a call.

Sincerely,

Matthew B. Taladay

MBT:kam

cc: Larry Smyers

LAW OFFICES
OF
GRECO & LANDER, P.C.
Attorneys At Law
P. O. Box 667
1390 East Main Street, Suite 2
Clarion, Pennsylvania 16214-0667

DOM W. GRECO
AL LANDER
NATHANIEL C. PARKER

Telephone ..... (814) 226-6853
FAX ..... (814) 226-4951
e-mail ..... nparker@usachoice.net

RECEIVED
06-22-07

June 19, 2007

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, Pennsylvania 15801

Re: **Smyers v. Mid-East v. Devonian & VanHampton: No. 03-1598-CD**

Dear Attorney Taladay:

I am in receipt of your correspondence dated June 11, 2007, and the enclosed supplemental discovery requests on behalf of Plaintiff. The Defendant is in agreement that at the May 23, 2007 deposition of Mark Thompson, it was indicated that certain documents or categories of documents would be voluntarily or informally produced. Based upon my review of the deposition transcript, I have identified the following three document/categories of documents that were so identified:

1. A copy of Mid-East's original copy of the joint venture agreement, with attachments/exhibits;
2. A listing of the wells in which an interest was conveyed from Devonian to Mideast; and
3. Documents related to the transaction with Donald Sbarra.

The Defendant is in the process of compiling these documents, and after I have received and had an opportunity to review the same, I will forward them on to you pursuant to our representations at the deposition.

Defendant finds objectionable the following discovery sought by Plaintiff beyond the agreed upon, and Court Ordered, June 1, 2007 discovery deadline:

1. Depositions of Brad Brothers and Lance Casaday;
2. Supplemental Request for Production of Documents #1, 3, & 4.

Defendant objects to the above depositions as they were not sought prior to the originally imposed April 1, 2007 discovery deadline, or the later agreed upon and Ordered June 1, 2007 discovery deadline. Defendant objects to the enumerated request for production of documents in part because they too were not sought before either of the said discovery deadlines, and contrary to your June 11 letter, I do not believe that the Defendant agreed to produce the documents at the deposition.

If you believe I am mistaken as to the categories of documents that Defendant agreed to produce at the deposition of Mark Thompson, please point me to the specific page of the transcript wherein you contend that the Defendant agreed to produce the requested documents, and I will review the matter further. Unless I hear further from you so indicating, I will plan to provide you with the three categories of documents listed initially above, which I do believe the Defendant agreed to produce at the deposition.

Sincerely yours,

Nathaniel C. Parker, Esq.

NCP/las

Cc: Mid-East Oil Company

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

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P.O. Box 487
DuBois, PA 15801
mbtaladay@verizon.net

July 6, 2007

Nathaniel C. Parker, Esq.
Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214

Re: Smyers vs. Mid-East

Dear Attorney Parker:

I am writing in follow up to our telephone conversation of July 5. I indicated that I would defer the request for depositions of Brad Brothers and Lance Casaday. Likewise, I will withdraw the supplemental request #4. I do, however, reiterate the document requests #1, #2 and #3. These are documents that are somewhat crucial to the issue of liquidated damages both in the claim and counterclaim in this matter. Please get back to me with your client's response at your soonest opportunity.

Sincerely,

Matthew B. Taladay

Matthew B. Taladay

MBT:kam

cc: Larry Smyers

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Nicole Hanak Bankovich

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DuBois, PA 15801

mbtaladay@verizon.net

May 15, 2008

Nathaniel C. Parker, Esq.
Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214

Re: Smyers vs. Mid-East

Dear Nathaniel:

I am writing in response to your correspondence of May 13, 2008. I will try to get you responses to the questions set forth in your April 16, 2008 letter. I cannot guarantee that the answers will be "to your client's satisfaction". To the extent that we may be able to address your questions, I will do so.

I believe that all exhibits referenced in my Pre-Trial Statement have already either been exchanged through discovery or are attached to the report of Roach & Associates. In the event that any additional summary documents are developed pre-trial, I will promptly forward these for your review.

During our conversation, you indicated that you may be able to obtain actual sale data for the wells in question. If you are able to provide confirmed sales date from Northcoast, we would obviously prefer to use this in the preference to the extrapolated data.

Please let me know where we stand in this regard. I look forward to hearing from you.

Sincerely,

Matthew B Taladay

Matthew B. Taladay

MBT:kam
cc: Larry Smyers

Fax'd
2:30 pm

528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801
Phone: (814) 371-7768
Fax: (814) 371-1974
mbtaladay@verizon.net

Hanak, Guido and Taladay

Fax

To:	Mike Phillips	**From:**	Matthew B. Taladay, Esq.
Fax:	216-241-0816	**Date:**	August 8, 2008
Phone:		**Pages:**	9
Re:		**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Mike,

Per our conversation, I am looking for production and pricing data on wells within the Pine Glen AMI from 01/31/2006 through the most current period. We are also looking for sale price data.

I am enclosing copies of the production summaries and pricing data that had previously been provided. I am asking for updated information.

I look forward to speaking with you on Monday, August 11, regarding this request.

CONFIDENTIALITY NOTE: This information is LEGALLY PRIVILEGED and CONFIDENTIAL INFORMATION intended only for the use of the individual named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this telecopy is strictly PROHIBITED. Immediately notify us by telephone if you have received this telecopy in error. Please return the original message to us at the address above via the United States Postal Service. Thank you.

HANAK, GUIDO and TALADAY
Attorneys at Law

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DuBois, PA 15801

mbtaladay@verizon.net

August 14, 2008

Nathaniel C. Parker, Esq.
Greco & Lander, P.C.
P.O. Box 667
Clarion, PA 16214

Re: Smyers vs. Mid-East

Dear Mr. Parker:

I am attempting to address and resolve some of the issues that are pending your outstanding Motion in Limine. In accordance with our discussions, I would address these concerns as follows:

1. Trial Documents: Plaintiff will not attempt to introduce at trial any document that has not been exchanged in the course of discovery in this matter. As I have not yet gotten very far on my trial preparation, I am not in a position to tell you the proposed order in which these will be offered or which of the previously identified documents will be excluded. I will attempt, to the extent possible, to have a comprehensive proposed exhibit list to you at least fifteen days prior to the commencement of the trial.

2. Production and Pricing Data: I had previously indicated to you the difficulty that I was having obtaining pricing and production data from North Coast Energy. Attached to your Motion in Limine, you provided up-to-date pricing and production data for the 64 wells that were in existence prior to Mid-East's buyout of Devonian. As you know, it is our contention that Mr. Smyers is entitled to royalties for production on wells developed even after Mid-East took over.

I am sure that you are aware that there is an outstanding and ongoing request for production of documents including all documents relating to production and sale of gas from the AMI as defined by Smyers. Your client obviously has access to these documents based on its contractual relationship with North Coast Energy. We

would contend that it is Mid-East's duty to turn this information over to my client.

In the event that Mid-East is not willing to supply the pricing and production data, it will be necessary for me to have to obtain this information by subpoena. North Coast Energy has refused to voluntarily relinquish any additional data. The subpoena process will not be easy, in that North Coast has no offices in Pennsylvania. It will be necessary to have the Subpoena transferred to the Court of proper jurisdiction in Ohio in order to conduct the records deposition. It may be necessary for me to request a postponement of the trial in order to obtain and evaluate this data.

I would ask that you contact me at your soonest opportunity so that we may discuss and potentially resolve some of the above issues. I look forward to hearing from you.

Sincerely,

Matthew B. Taladay

MBT:kam

cc: Hon. Charles Brown
Larry Smyers

COPY

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

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	SECOND SUPPLEMENTAL REQUEST FOR PRODUCTION OF DOCUMENTS
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P. O. Box 487 DuBois, PA 15801
	:	814-371-7768
	:	JURY TRIAL DEMANDED

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	
vs.	:	
DEVONIAN RESOURCES, INC. and VAN HAMPTON GAS & OIL CO., INC., Additional Defendant	:	

SECOND SUPPLEMENTAL
REQUEST FOR PRODUCTION OF DOCUMENTS

You are hereby requested, pursuant to Rule 4009 of the Pennsylvania Rules of Civil Procedure to produce and make available to: Matthew B. Taladay, Esquire, Attorney for the Defendant, thirty days from the date of this document, at his office at 3 South Brady Street, Suite 300, DuBois, Pennsylvania 15801, for the purpose of inspecting, reproducing, and photocopying the following described and identified documents, papers and writings.

This Request for Production of Documents may in the alternative be complied with by photocopying or reproducing the hereinafter mentioned documents, records, writings, photographs, films and video tapes and making such reproductions or photocopies available to Matthew B. Taladay, Esq., 3 South Brady Street, Suite 300, DuBois, Pennsylvania 15801.

Definitions

"Document" or *"Documents"* means the originals, or any copies when originals are not available, unless otherwise stated, and any non-identical copies, whether different from originals because of notes made on such copies or otherwise, and writings of every kind and description, whether inscribed by hand or by mechanical, electronic, photographic, or other means, as well as phonic, such as tape recordings, or visual representations or oral statements, conversations or events and including, but not limited to, correspondence, letters, agreements, reports, records, price lists, quotations, memoranda, financial statements, telephone call slips, information stored in computers, teletype messages, internal memoranda, notes, reports, contracts, records of meetings, conferences or telephone or other conversations or communications, photographs, computer printouts, computer stored data, plans, maps, drawings, diaries, calendars, books, minutes of meetings, known to you or any of your employees, agents, consultants, contractors, or any person acting or purporting to act on its behalf.

"Area of Mutual Interest" (AMI) means the geographic area including certain areas located in Burnside Township, Centre County, Snow Shoe Township, Centre County, Cooper Township, Clearfield County, Boggs Township, Clearfield County, and West Decatur, Clearfield County, including, but not limited to, areas outlined in Exhibit 1 as attached to Confidentiality Agreement between Larry F. Smyers and Devonian Resources, Inc. dated February 29, 2000, and further including, but not limited to, all geographical areas described in paragraph 1 of Joint Venture Agreement between Mid-East Oil Company and Devonian Resources, Inc. dated August 23, 2000.

TO: MID EAST OIL COMPANY
c/o Nathaniel Parker, Esq.

1. All documents and electronic data relating to the calculation, accounting, payment, disbursement of all payments made by Mid-East Oil Company to Larry F. Smyers, including, but not limited to, overriding royalty interest payments made by Mid-East to Larry F. Smyers from January 1, 2000 to present.

2. All transaction documents including agreements of sale, bill of sale, closing documents with schedules, deeds and assignments regarding purchase by Mid-East Oil Company of purchase assets and investments located in or near the Pine Glen AMI from entities, investor groups and organizations involving Donald Sbarra from January 1, 2000 to present.

3. Any and all documents which Defendant, Mid-East Oil Company, contends supports its counterclaim for monetary damages.

4. Any and all documents relating to wells or leases within the geographic boundaries of Burnside Township, Centre County, Snow Shoe Township, Centre County, Cooper Township, Clearfield County and Boggs Township, Clearfield County, Pennsylvania, to which Defendant, Mid-East Oil Company, claims to have had an ownership interest as of August 22, 2000.

Respectfully submitted,

HANAK, GUIDO and TALADAY

Dated: June 11, 2007

By _____
Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 19th day of September, 2008, a true and correct copy of the foregoing Response to Objections to Subpoena was mailed by United States First Class Mail to the following:

Nathaniel C. Parker, Esq.
Attorney for Defendant
P.O. Box 667
Clarion, PA 16214

Matthew B. Taladay, Esq.
Attorney for Plaintiff

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

LARRY F. SMYERS, Plaintiff	)	
vs.	)	No. 03-1598-CD
MID EAST OIL COMPANY Defendant	)	

ORDER

AND NOW, this 24th day of September, 2008, upon consideration of Objections to Subpoena filed by Defendant Mid-East Oil Company, by and through its attorney, Nathaniel C. Parker, Esquire; the Response to Objections to Subpoena filed by Plaintiff Larry F. Smyers, by and thorough his attorney, Matthew B. Taladay, Esquire, and arguments of counsel for the parties, said Objection is GRANTED.

Plaintiff's proposed Subpoena attached to this Notice of Intent to Serve a Subpoena to Produce Documents for Discovery Pursuant to Rule 4009.21 is QUASHED.

BY THE COURT:

Charles C. Brown, Jr.
Senior Judge

FILED
013:54/6K
SEP 25 2008
William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys:
Taladay
Greco & Parker
Attorneys
(GK)

CA

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

LARRY F. SMYERS, Plaintiff	)	
vs.	)	No. 03-1598-CD
MID EAST OIL COMPANY Defendant	)	

ORDER

AND NOW, this 24th day of September, 2008, upon consideration of the Motion for Expedited Ruling in Limine filed by Defendant Mid-East Oil Company, by and through its attorney, Nathaniel C. Parker, Esquire; the Response to Motion for Expedited Ruling in Limine filed by Plaintiff Larry F. Smyers, by and through his attorney, Matthew B. Taladay, Esquire, and the briefs and arguments of counsel for both parties, it is ORDERED as follows:

1. Plaintiff is precluded from offering the testimony of William Roach during its case-in-chief at the trial of this case.
2. Plaintiff is precluded from offering William Roach's Expert Evaluation during its case-in-chief at the trial of this case.
3. Other issues raised by Defendant's Motion for Expedited Ruling in Limine shall be addressed prior to trial on September 29, 2008 at 8:30 a.m., in Courtroom No. 2, Clearfield County Courthouse.

FILED
0/3:51/BA
SEP 25 2008
William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys:
Altomase
Greco & Parker
Taladay
GW

BY THE COURT:

Charles C. Brown, Jr.
Senior Judge

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	
	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	MOTION TO BIFURCATE
	:	
	:	Filed on Behalf of:
	:	PLAINTIFF
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

Dated: 09/26/08

FILED NO CC
SEP 29 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

MOTION TO BIFURCATE

AND NOW, comes the Plaintiff, Larry F. Smyers, through his attorneys, Hanak, Guido and Taladay, and pursuant to Pennsylvania Rule of Civil Procedure 213(b) files the following Motion to Bifurcate, and in support thereof avers as follows:

1. Plaintiff's Amended Complaint filed December 30, 2003 sets forth a claim of Breach of Contract against Mid-East Oil Company as successor-in-interest to Devonian Resources, Inc.

2. The Amended Complaint contends that Plaintiff is entitled to a 1/64th overriding royalty interest for all natural gas and associated hydrocarbons produced by Mid-East within certain areas located in Burnside Township, Centre County, Pennsylvania and Cooper, Boggs, and West Decatur

Townships, Clearfield County, Pennsylvania, sometimes referred to as the Pine Glen Area of Mutual Interest ("AMI").

3. On February 17, 2004, Plaintiff submitted to Defendant a Request for Production of Documents by which Plaintiff sought to obtain production records for wells located within the AMI. Subsequently, Plaintiff's filed a Motion to Compel Discovery. Ultimately, the Court of Common Pleas of Clearfield County granted Plaintiff's Motion to Compel by Order dated January 31, 2005.

4. Defendant Mid-East filed an improper interlocutory appeal to the Court Order granting discovery to which the Plaintiff responded with a Motion to Quash. By Order dated November 28, 2005, the Pennsylvania Superior Court quashed the Defendant's appeal.

5. Plaintiff's responses to the discovery requests dated January 17, 2006 revealed that, while the appeal was pending, Mid-East had sold all of its interests in the Pine Glen AMI to EXCO Resources, Inc., a Texas corporation and a wholly owned subsidiary of North Coast Energy, Inc., an Ohio corporation ("EXCO-North Coast").

6. Plaintiff's damages claim involves royalties which are potentially recoverable from *all* drilling and *all* gas production from *all* wells

located within the AMI, whether the wells and production originated with Devonian, Mid-East or its successor.

7. Prior to the termination of his royalty payments in December, 2003, Plaintiff was regularly and customarily paid royalties by Mid-East on a monthly basis. Plaintiff's claim is for continuing royalties due and owing from the time of the breach through the present. The appropriate contract measure of damages is the amount of royalties Plaintiff is entitled to by reason of Defendant's breach - both accrued and future royalties.

8. Plaintiff has had difficulty in obtaining natural gas and hydrocarbon sales and production data from Mid-East and its successor, EXCO – North Coast, from July, 2004 to the present. Plaintiff had intended to provide these damages by expert testimony of William Roach, P.E. The proposed testimony of Mr. Roach was intended to establish the extrapolated production and sale price calculations for wells within the Pine Glen AMI from the time of the Mid-East sale to EXCO-North Coast (November 9, 2004) forward using commonly accepted and scientifically valid methods.

9. By Order of Court dated September 24, 2008, this Honorable Court granted Mid-East's Motion in Limine precluding the testimony of Plaintiff's expert witness, William Roach, P.E.

10. Plaintiff has issued a subpoena to appear and testify at trial to a Pennsylvania designated service agent of EXCO – North Coast Energy, Inc., requesting that the records custodian of North Coast attend trial and produce production and sale records for the Pine Glen AMI from July, 2004 to present. During the course of telephone conversations between Plaintiff's counsel and counsel for EXCO, prior to the conference call and again during the conference call of Friday, September 26, 2008, counsel for EXCO – North Coast Energy, Inc. explained that it would be extremely difficult and burdensome for EXCO to comply with the Subpoena to Appear and Testify at trial on the proposed date of September 30, 2008.

11. Counsel for EXCO – NorthCoast indicated that if a bifurcation were granted he would be willing to more specifically identify and narrow the scope of the documents sought to be produced and to allow Defendant, Mid-East Oil Company, to review and analyze these documents.

12. A non-jury trial is scheduled to commence on Monday, January 29, 2008. Plaintiff intends to offer evidence of the ongoing breach of contract and related damages for the time period commencing on the date of the original breach and ending November 9, 2004. However, without the testimony

of William Roach or the actual pricing and production data from EXCO – North Coast, Plaintiff will be unable to present a claim for damages from November, 2004 forward.

13. Plaintiff will be prejudiced at trial by not being able to prove the claims arising after November 9, 2004. The prejudice to plaintiff exceeds the procedural convenience of determining all issues at one time so as to justify the bifurcation of these claims.

14. In furtherance of convenience and to avoid prejudice, it is respectfully requested that the Court bifurcate trial in this matter, with testimony regarding any damages claimed by Plaintiff from November 1, 2004 forward to be taken at a later trial date to be scheduled by further Order of Court.

15. No prejudice will result from bifurcation of this matter. Defendant will not be prejudiced by this bifurcation in that all documents relating to royalties and damages during the time period in question are available to Defendant Mid-East under its agreement with EXCO – North Coast. (See attached Exhibit "A".) The bifurcation will afford EXCO - North Coast additional time to compile documents and data in accordance with the subpoena to attend and testify.

WHEREFORE, Plaintiff Motions the Court for bifurcation of the trial in accordance with the attached proposed order.

Respectfully submitted,

Hanak, Guido and Taladay

By: _____

Matthew B. Taladay, Esq.
Attorney for Plaintiff

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into this 9th day of November, 2004, to be effective as of 12:01 A.M. on July 1, 2004 (the "Effective Date"), by and among Mid-East Oil Company, a Pennsylvania corporation ("Mid-East"), those parties identified on Appendix I attached hereto as the Mid-East Parties, those parties identified on Appendix II attached hereto as the Snyder Parties (Mid-East, the Mid-East Parties, and the Snyder Parties may be referred to individually by name or as a "Seller" and all may be referred to collectively as the "Sellers", except as otherwise expressly provided), and EXCO Resources, Inc., a Texas corporation having its principal place of business at 12377 Merit Drive, Suite 1700, Dallas, Texas 75251 (the "Buyer"). Buyer and Sellers may be referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, Sellers own certain oil and gas properties together with associated leases, undeveloped acreage, wells, equipment and rights associated therewith, which properties and assets are more fully described herein;

WHEREAS, Sellers, individually and collectively, desire to sell such properties subject to the terms and conditions contained herein; and

WHEREAS, Buyer desires to purchase such properties subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and the respective promises, representations, warranties, covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Sellers, intending to be legally bound, agree to the purchase and sale of the properties and assets described below, in accordance with the following terms and conditions:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Property Being Sold.

Subject to the terms and conditions set forth in this Agreement, Sellers agree to sell, transfer, assign, convey and deliver to Buyer, and Buyer agrees to purchase from Sellers, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in and to all of the Purchased Assets for the Purchase Price. The assets to be purchased and sold hereby are sometimes hereinafter collectively referred to as the "Purchased Assets." The Purchased Assets consist of all of the following assets of Sellers.

(a) Leaseholds. All of Sellers' right, title and interest in and to all oil and gas leaseholds, oil, gas and other minerals, including working interests, carried working interests, rights of assignment and reassignment, net revenue interests, record

to the Leases or Wells from and after the Effective Date and all rents, issues, profits, proceeds, products, revenues and other income from or attributable thereto, including any suspense accounts (or similar rights) with respect to production from the Well(s);

(i) Remaining Interests. All of Sellers other rights and interests in, to or under or provided for in the Leases, Wells, Easements, Contracts, Permits and Hydrocarbons, even though the same may be improperly described in or omitted from the Exhibits. It is the express intent of the Parties that all of Sellers' right, title and interest in any and all oil and gas properties described on Exhibits A or B and the Easements described on Exhibit D be assigned to Buyer hereunder;

(j) Associated Real Property. All of Sellers right, title and interest in the real estate described on Exhibit F;

(k) Claims and Causes of Action. Except for Mid-East counterclaims against Larry Smyers and all Mid-East claims against Devonian and Van Hampton as additional defendants joined by Mid-East in the Smyers litigation, all claims, causes of action, and lien rights of Sellers relating to any of the Purchased Assets arising from breaches, acts, or omissions occurring prior to the Effective Date; and

(l) Records. All of Seller's original files, books, records and data (other than Seller's financial files and records), including, without limitation, maps, logs, geophysical data (including all geophysical 3D seismic data sets), title opinions and curative, production records, geological data and computer data bases, relating to the Leases, Wells, Easements, Contracts, Permits and Hydrocarbons or the maintenance or operation thereof (collectively the "Records"); it being agreed that from and after Closing, Seller will not retain any copies of the Records; provided, however, that for a period of six (6) years (subject to extension if a Seller gives Buyer good faith notice of a specific claim or potential claim) after the Closing Buyer will make available to Seller's Representative access to such Records as Sellers may reasonably require in connection with tax matters, defending against *Smyers v. Mid*-East litigation and claims made after Closing and for other similar purposes; provided further, however, that nothing herein contained will be construed to prohibit Buyer from conducting a customary document destruction program. Access will be provided during normal business hours upon written request of Seller's Representatives.

1.2 Excluded Assets.

Among the assets that Sellers shall not sell, transfer or assign, and Buyer shall not purchase, are the following assets of Sellers:

(a) Cash and Notes Receivable. All cash, cash equivalents and notes receivable of Sellers;

(b) Certain Records. The corporate minute book, stock records and Tax Returns of Sellers and other corporate books and records which Sellers are required to maintain under applicable Law;

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

LARRY F. SMYERS,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
MID EAST OIL COMPANY,	:	
Defendant	:	

ORDER

AND NOW, this _____ day of September, 2008, upon consideration of PLAINTIFF'S MOTION TO BIFURCATE, it is hereby ORDERED as follows:

(a) Plaintiff's Motion to Bifurcate is GRANTED;

(b) The first phase of the non-jury trial shall commence as previously scheduled on Monday, September 29, 2008 and include:

1. Plaintiff's claims for overriding royalty interest for oil and gas produced within the AMI for the time period beginning July 1, 2000 and ending November 9, 2004 which are due and owing to Plaintiff;

2. An immediate and ongoing accounting of oil and gas production for all oil and gas wells within the AMI for the time period beginning July 1, 2000 and ending November 9, 2004; and

3. Interest, costs of suit and all other interests which the Court deems to be just and equitable.

(c) The second phase of the non-jury trial shall commence on a later date, hereinafter to be determined and scheduled by the Court. The second phase shall be a non-jury trial on the following issues:

1. Plaintiff's claims for overriding royalty interest for oil and gas produced within the AMI for the time period beginning November 9, 2004 and continuing through the present;

2. An immediate and ongoing accounting of oil and gas production for all oil and gas wells within the AMI for the time period beginning November 9, 2004; and

3. Interest, costs of suit and all other interests which the Court deems to be just and equitable.

BY THE COURT

_____

J.

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

LARRY F. SMYERS,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1598-CD
	:	
MID EAST OIL COMPANY,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 26th day of September, 2008, a true and correct copy of the foregoing Motion to Bifurcate was forwarded by facsimile and by United States First Class Mail to the following:

Nathaniel C. Parker, Esq.
Attorney for Defendant
P.O. Box 667
Clarion, PA 16214
FAX: 226-4951

Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

LARRY F. SMYERS }

VS } NO. 03-1598-CD

MID EAST OIL COMPANY }

O R D E R

NOW, this 29th day of September, 2008, the matter having come before the Court for trial, and the parties having advised the Court that they have reached an amicable resolution of the dispute upon terms to be further defined by the parties in a separate court order to be finalized and entered within Thirty (30) Days from this date, the above-captioned case is hereby SETTLED and DISMISSED with prejudice. This Court shall retain jurisdiction over this matter to enforce terms of settlement.

BY THE COURT,

CHARLES C. BROWN, JR., SENIOR JUDGE

SPECIALLY PRESIDING

FILED
04:00 pd
SEP 29 2008
William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys:
Taladay
Greco
Attorney
610

FILED
012:14 BY
OCT 27 2008
William A. Shaw
Prothonotary/Clerk of Courts
2 CC Attys: Taladay
McFarlane
Altomare
Greco/Parkes

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

Larry F. Smyers, Plaintiff,	:	Civil Action – Law
Vs.	:	No. 03-1598-CD
Mid-East Oil Company, Defendant.	:	

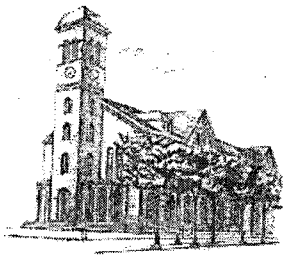
ORDER OF COURT

AND NOW, this 29th day of September, 2008, upon consideration of the joint stipulation and oral motion of both parties made this day in open Court, and in light of the Court's separate Order of today's date acknowledging that the parties have resolved to compromise and settle the within litigation by confidential agreement, it is hereby ORDERED that the consented settlement Order of Court specifying the terms of the parties' amicable and confidential settlement agreement shall be filed under seal with the Clearfield County Prothonotary's office in the manner said office is accustomed to filing such Orders.

It is further ORDERED that any subsequent Order of this Court which interprets, enforces, and/or approves the terms of the said settlement agreement by and among the parties hereto, will likewise be filed under seal with the Clearfield County Prothonotary's office.

BY THE COURT:

HON. CHARLES C. BROWN, JR., S.J.



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw Prothonotary/Clerk of Courts | **Jacki Kendrick** Deputy Prothonotary/Clerk of Courts | **Bonnie Hudson** Administrative Assistant | **David S. Ammerman** Solicitor

PO Box 549, Clearfield, PA 16830 ▪ Phone: (814) 765-2641 Ext. 1330 ▪ Fax: (814) 765-7659 ▪ www.clearfieldco.org

October 30, 2008

Matthew B. Taladay, Esq.
Hanak, Guido & Taladay
PO Box 487
DuBois, PA 15801

Dom W. Greco, Esq.
Nathaniel C. Parker, Esq.
PO Box 667
Clarion, PA 16214

Joseph E. Altomare, Esq.
PO Box 373
228 E. Central Ave.
Titusville, PA 16354

Robert W. McFate, Esq.
PO Box 407
3178 Star Route, Ste. B
Seneca, PA 16346

In Re: Larry F. Smyers
Vs.
Mid-East Oil Company
Case No. 03-1598-CD

Dear Counsel:

Enclosed, please find certified copies of the two orders the Honorable Judge Charles C. Brown, Jr., Specially Presiding, signed in the above-referenced case. As the settlement order is now sealed, any further certified copies will have to be obtained through a separate court order.

As noted in the order directing the settlement to be sealed, any subsequent Order which "interprets, enforces, and/or approves the terms" of the agreement will also be filed under seal. As a courtesy, I ask that you please draw my attention to any such future order. This will help avoid any clerical errors that could result in an order not being placed under seal. Thank you for your assistance. If you have any questions, please contact me at the Prothonotary's Office at (814) 765-2641, ext. 1330.

Sincerely,

William A. Shaw
Prothonotary

SCANNED
NOV 21 2008
m/10:30/w
William A. Shaw
Prothonotary/Clerk of Courts
NO CERT COPIES
CERT OF DISC.
TO ATTY

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. SMYERS, Plaintiff	:	CIVIL ACTION - AT LAW
	:	No. 03-1598-CD
vs.	:	
	:	Type of Pleading:
MID EAST OIL COMPANY, Defendant	:	Praecipe for Discontinuance
	:	Filed on Behalf of:
	:	Plaintiff
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

Dated: November 20, 2008

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

LARRY F. SMYERS, Plaintiff	:	
vs.	:	No. 03-1598-CD
MID EAST OIL COMPANY, Defendant	:	

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Kindly mark the above referenced matter settled, discontinued and terminated with prejudice.

Respectfully submitted,

Hanak, Guido and Taladay

By _____
Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Larry F. Smyers

Vs. **No. 2003-01598-CD**
Mid East Oil Company
Devonian Resources, Inc.
Van Hampton Gas & Oil Co., Inc.

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 21, 2008, marked:

Settled, Discontinued and Terminated with Prejudice.

Record costs in the sum of $215.00 have been paid in full ($85.00 by Atty. Taladay and $130.00 paid by Atty. Greco).

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 21st day of November A.D. 2008.

_____
William A. Shaw, Prothonotary