

LARGE FILING SEPARATOR SHEET

CASE NUMBER: 12-2207-GA-CSS

FILE DATE : 11/29/2012

SECTION: 4

NUMBER OF PAGES: 51

DESCRIPTION OF DOCUMENT:

Depositions and Exhibits

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Technician W.D. Date Processed **NOV 29 2012**



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED JAN 29 2008

Invoice

DATE	INVOICE #
1/28/2008	99637

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
2/27/2008	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	NATURAL GAS SOLD VIA DELIVERY METER: DECEMBER, INSIDE FERC TCO-APPALACHIAN INDEX \$7.46 PLUS \$2.00 PER DTH	1,652	9.46	15,627.92
Total				15,627.92

ENTERED JAN 30 2008
27854



Augers00155



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED MAR 1 0 2008

Invoice

DATE	INVOICE #
3/7/2008	99655

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
4/6/2008	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: January Inside FERC TCo-Appalachian Index \$7.42 plus \$2.00 per DTH.	1,974	9.42	18,595.08
230334				
ENTERED MAR 12 2008				

Total 18,595.08



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED MAR 28 2008
Invoice

DATE	INVOICE #
3/27/2008	89665

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
4/26/2008	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter; February 2008. Inside FERC TCo-Appalachian Index \$8.29 plus \$2.80 per DTH.	2,144	11.09	23,776.96
Total				23,776.96

ENTERED MAR 31 2008

31414



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED MAY - 2 2008
Invoice

DATE	INVOICE #
5/1/2008	99698

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
5/31/2008	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: March. Inside FERC TCo-Appalachian Index \$9.38 plus \$2.80 per DTH	1,779	12.18	21,668.22
FS				
233666				
		Total 21,668.22		



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED MAY 28 2008
Invoice

DATE	INVOICE #
5/27/2008	99703

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
6/26/2008	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: April Inside FERC TCo-Appalachian Index \$10.07 plus \$2.80 per DTH.	833	12.87	8,146.71
<div>235394</div> <div>ENTERED MAY 29 2008</div>		Total		8,146.71



3927 CLEVELAND ROAD
WOOSTER, OH 44691

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RECEIVED AUG 21 2008

Invoice

DATE	INVOICE #
8/25/2008	99757

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
9/24/2008	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: July 2008 Inside FERC TCo-Appalachian Index \$13.54 plus \$2.80 per DTH.	121	16.34	1,977.14
Total				1,977.14

240464

ENTERED SEP 09 2008



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED SEP 30 2008

Invoice

DATE	INVOICE #
9/29/2008	99771

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
10/29/2008	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: August 2008 inside FERC TCo-Appalachian Index \$9.63 plus \$2.80 per DTH	151	12.43	1,876.93
Total				1,876.93

241727

ENTERED OCT 07 2008



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED NOV - 3 2008

Invoice

DATE	INVOICE #
10/27/2008	99785

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 612 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
11/24/2008	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: September 2008 Inside BERC TCo-Appalachian Index \$8.59 plus \$2.80 per DTH	228	11.39	2,596.92
Total				2,596.92

F5

RECEIVED NOV 19 2008

244604



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED DEC 01 2008

Invoice

DATE	INVOICE #
11/25/2008	99817

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
12/25/2008	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: October 2008 Inside FERC TCo-Appalachian Index \$7.68 plus \$2.80 per DTH.	548	10.48	5,743.04
ENTERED DEC 04 2008 245542			FS	
		Total		5,743.04



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
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RECEIVED DEC 30 2008

Invoice

DATE	INVOICE #
12/29/2008	99819

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
1/28/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: November 2008 Inside FERC TCo-Appalachian Index \$6.74 plus \$2.80 per DTH.	1,242	9.54	11,848.68
Total				11,848.68

246845

ENTERED DEC 31 2008



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED JAN 27 2009

Invoice

DATE	INVOICE #
1/26/2009	99823

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
2/25/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: December 2008 Inside FERC TCo-Appalachian Index \$7.13 plus \$2.80 per DTH.	1,908	9.93	18,946.44
		Total		18,946.44

248232

ENTERED JAN 29 2009

F5



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
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RECEIVED FEB 26 2009

Invoice

DATE	INVOICE #
2/24/2009	99843

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
3/26/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: January 2009 Inside FERC TCo-Appalachian Index \$6.44 plus \$2.80 per DTH	3,025	9.24	27,951.00
<i>250002</i> ENTERED FEB 26 2009				
		Total		27,951.00



RECEIVED MAR 30 2009
3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
3/27/2009	99858

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
4/28/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: February 2009 inside FERC TCo-Appalachian Index \$4.85 plus \$2.80 per Dth.	2,753	7.65	21,060.45
251228 ENTERED MAR 31 2009				
Total				21,060.45



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED APR 27 2009

Invoice

DATE	INVOICE #
4/24/2009	99859

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	JACKSON

DUE DATE	P.O. NUMBER
5/24/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: March 2009 inside FERC TCo-Appalachian Index \$4.32 plus 2.80 per DTH.	2,140	7.12	15,238.80
Total				15,238.80

252607

ENTERED APR 30 2009



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED JUN 15 2009

Invoice

DATE	INVOICE #
6/12/2009	99773

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
7/12/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: April 2009 inside FERC TCO-Appalachian Index \$5.37 plus \$2.80 per DTH	869	8.17	7,099.73
		Total		7,099.73

254340

ENTERED JUN 19 2009



RECEIVED JUL 07 2009
3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
7/2/2009	10010

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
8/1/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold Via Delivery Meter: May 2009 inside FERC TCo-Appalachian Index \$5.08 plus \$2.80 per DTH	244	7.88	1,922.72
Total				1,922.72

255250

ENTERED JUL 16 2009

FB



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
7/27/2009	10111

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
8/26/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas sold via delivery meter: June 2009 inside FERC TCO-Appalachian Index \$5.16 plus \$2.80 DTH	162	7.96	1,289.52
		Total		1,289.52

255823

ENTERED JUL 30 2009



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

RECEIVED SEP 01 2009

DATE	INVOICE #
8/31/2009	40005

BILL TO	SHIP TO
AMERICAN AUGERS P.O. Box 814 West Salem, OH 44287	

DUE DATE	P.O. NUMBER
9/30/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas sold via delivery meter. July 2009, inside FERC TCo-Appalachian Index \$4.10 plus \$2.80 per DTH.	76	6.90	524.40
<i>257036</i>		ENTERED SEP 03 2009		
		Total		524.40

Augers00172



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED OCT 8 1 2009

Invoice

DATE	INVOICE #
9/28/2009	40010

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
10/28/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas sold via delivery meter. August 2009m inside FERC TCo-Appalachian index \$ 3.48 plus \$2.50 per DTH	68	5.98	394.88
		Total		394.88

258287

ENTERED OCT 09 2009



RECEIVED NOV 7 2009
3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
10/27/2009	61000

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
11/26/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas sold via meter. September 2009 inside FERC TCo-Appalachian Index \$2.91 plus \$2.50 per DTH.	136	5.41	735.76

259690

ENTERED NOV 05 2009

Total 735.76



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
12/1/2009	10502

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	RECEIVED IN 1000

DUE DATE	P.O. NUMBER
12/31/2009	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas sold via delivery meter: October 2009 inside FERC TCo-Appalachian Index \$3.77 plus \$2.50 per DTH	642	6.27	4,025.34
260486 ENTERED DEC 3 3 2009				
Total				4,025.34



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

RECEIVED

Invoice

DATE	INVOICE #
1/18/2010	11094

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
1/30/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas sold via meter: November 2009 inside FERC TCo-Appalachian Index \$4.47 plus \$2.50 per DTH.	875	6.97	6,098.75
ENTERED JAN 26 2010 261882				
		Total		6,098.75



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
1/29/2010	11107

RECEIVED FEB 02 2010

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
2/15/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas sold via meter: December 2009 inside FERC TCo-Appalachian Index \$ 4.68 plus \$2.50 per DTH.	2,075	7.16	14,857.00
Total				14,857.00

262435

ENTERED FEB 03 2010
FS



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
2/26/2010	11148

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
3/28/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold via Delivery Meter: January 2010 Inside FERC TCo-Appalachian Index \$8.05 plus \$2.50 per DTH	2,192	8.55	18,741.60
263260		ENTERED MAR 04 2010		
* 1-1/2 % Per Month-Interest Charged on Past Due Accounts or 18% Annually.*		Total		18,741.60



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
3/26/2010	11218

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287 RECEIVED MAR 29 2010	

DUE DATE	P.O. NUMBER
4/8/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natrual Gas sold via Delivery Meter: February 2010 inside FERC TCo-Appalachian Index \$5.53 plus \$2.50 per DTH.	2,112	8.03	16,959.36
Total				16,959.36

264258

ENTERED MAR 30 2010



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
5/6/2010	11254

RECEIVED MAY 17 2010

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
5/28/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas sold via delivery meter; March 2010, inside FERC-TCO Appalachian index \$5.00 plus \$2.50 per DTH.	1,481	7.50	11,107.50
		265690		
		ENTERED MAY 11 2010		
		Total		11,107.50



RECEIVED MAY 24 2010

3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
5/20/2010	11285

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
6/19/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas sold via Delivery Meter: April 2010, Inside FERC TCo-Appalachian Index \$3.99 plus \$2.50 per DTH	446	6.49	2,894.54
Total				2,894.54

266203

ENTERED MAY 25 2010



3927 CLEVELAND ROAD JUL 19 2010
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
7/15/2010	11321

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

DUE DATE	P.O. NUMBER
8/14/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold via Delivery meter: June 2010-Inside FERC TCo-Appalachian Index \$4.31 plus \$2.50 per DTH	129	6.81	878.49
268071				
ENTERED JUL 22 2010				

Total 878.49



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
8/16/2010	11389

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	RECEIVED AUG 18 2010

DUE DATE	P.O. NUMBER
8/31/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold via Delivery Meter: July 2010, Inside FERC TCo-Appalachian Index \$4.85 plus \$2.50 per DTH.	127	7.35	933.45
Total				933.45

269577

ENTERED AUG 18 2010



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
9/23/2010	11459

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	

RECEIVED SEP 27 2010

DUE DATE	P.O. NUMBER
10/23/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold via Delivery Meter: August 2010 Inside FERC TCo-Appalachian Index \$ 4.91 plus \$2.50 per DTH	117	7.41	866.97
Total				866.97

271444

ENTERED SEP 29 2010



3927 CLEVELAND ROAD
WOOSTER, OH 44691

PHONE 330-264-4454
FAX 330-345-6617

Invoice

DATE	INVOICE #
10/14/2010	11493

BILL TO	SHIP TO
AMERICAN AUGERS P.O. BOX 814 WEST SALEM, OH 44287	RECEIVED OCT 18 2010

DUE DATE	P.O. NUMBER
11/13/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Natural Gas Sold via Delivery Meter: September 2010 Inside FERC TCo-Appalachian Index \$3.70 plus \$2.50 per DTH.	140	6.20	868.00
272506				
ENTERED		OCT 19 2010		
Total				868.00

Brad Dolan - AA

From: Brad Dolan - AA
Sent: Monday, August 31, 2009 2:44 PM
To: 'jay@petroevaluation.com'
Cc: James Pfeiffer - AA; David Hammond - AA
Subject: Update ?

Importance: High

Jay

We have not heard from you and would like to obtain the requested quote so we can evaluate our options concerning our future natural gas supplier.

As discussed on Friday August 21st; we would like to see the following:

- 1) No minimum annual quantity usage
- 2) The line should be pressure tested annually
- 3) After an agreed upon period of time, all easements will revert to facility owner
- 4) Discontinuation of current well maintenance contract

We want to wrap this up by and make a decision by the middle of September.

Brad Dolan

Controller, CPA
Office 419 869 1877
Fax 419 869 1977
Mobile 419 908 7032



Brad Dolan - AA

From: Brad Dolan - AA
Sent: Wednesday, October 14, 2009 2:33 PM
To: 'jay@petroevaluation.com'
Cc: James Pfeiffer - AA
Subject: Our Gas supply

Importance: High

Hi Jay

We originally met on August 21st, in our offices going over our prior service agreement with your company. At that time you were going to prepare and send us a new proposal.

Since then you followed up with a call a couple of weeks ago letting me know that you were about to send out a proposal on supplying the natural gas for our facility in West Salem.

We have yet to receive it.

I called and left a message with your secretary yesterday, and requested that she give you my name and number.

You may not realize it, but it sure appears from the objective facts that you don't want our business.

You can appreciate, we have a business to run and cannot wait forever if a supplier will not cooperate with us.

If we don't receive an answer/proposal by the end of this week, October 16th 2009 we will proceed on the assumption that we must find an alternate supplier of natural gas.

Respectfully

Brad Dolan

Controller, CPA
Office 419 869 1877
Fax 419 869 1977
Mobile 419 908 7032



REDACTED

From: Jason [mailto:jasonh@petroevaluation.com]
Sent: Friday, October 16, 2009 10:26 AM
To: Brad Dolan - AA
Cc: James Pfeiffer - AA; jay@petroevaluation.com
Subject: Natural Gas - West Salem Facility

Good Morning Mr. Dolan,

Please find enclosed digital copies of the documents delivered to your office yesterday, per your request. The first document is the Gas Agreement, the second an exhibit "A".

Please do not hesitate to contact us with any questions regarding this matter.

Sincerely,

Jason Henthorne

DISCLAIMER:

Augers00128



This transmission from Astec Industries or one of its subsidiaries is confidential and solely for the use of the intended recipient. If you have received this email in error, please notify the sender and delete and destroy the original transmission and all copies. Our company accepts no liability for the contents of this email, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Please note that any personal views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.422 / Virus Database: 270.14.21/2445 - Release Date: 10/19/09 06:40:00

NATURAL GAS SALES AGREEMENT

This Agreement effective the 14 day of October, 2009 by and between Petro Evaluation Services, Inc., ("Seller") and ("Buyer") for the sale and purchase of natural gas pursuant to the following terms and conditions:

TERM	For a primary term of five years commencing <u>9/28/2009</u> and as long thereafter as Petro Evaluation Services system is capable, as determined in Petro's sole discretion, of delivering gas to Buyer at the Delivery Points identified below.
QUANTITY	Total natural gas as delivered by Seller and purchased by Buyer at the Delivery Points identified below.
PRICE	Index Price for spot gas delivered to Columbia Gas Transmission Corporation, Appalachia (West Virginia, Ohio, Kentucky) as reported in the first publication each month of Inside F.E.R.C. - Gas Market Report, per Dth plus two dollars and fifty cents (\$2.50) per Dth. See Exhibit "A" of sliding scale.
DELIVERY POINT	Petro Meter Nos. _____ and additional meters made subject to this agreement by letter agreement signed by both parties.
PAYMENT METHOD	Payments to be made to Seller by check or other approved method. no later than the twenty-fifth (25 th) day of the month following the month of physical deliveries.
INVOICE ADDRESS	American Augers, Inc. 135 US Rt. 42, PO Box 814 West Salem, OH 44287
PAYMENT ADDRESS	Petro Evaluation Services, Inc. 3927 Cleveland Road Wooster, OH 44691
SPECIAL TERMS AND CONDITIONS	
NOTICE TO BUYER	
NOTICE TO SELLER	Petro Evaluation Services, Inc. Attn: Jay G. Henthorne, Jr. 3927 Cleveland Road Wooster, OH 44691 Phone: (330-264-4454) Fax: (330-345-6617)

This Agreement is subject to the General Terms and Conditions set forth below.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

Petro Evaluation Services, Inc.
("Seller")

American Augers, Inc.
("Buyer")

By _____

By _____

Its President

Its President

GENERAL TERMS AND CONDITIONS

1. Quality. The natural gas delivered by Seller to Buyer hereunder will at all times conform to the quality and heat content requirements of gas gathering systems in Ohio.
2. Measurement. (a) All natural gas delivered hereunder will be measured by Seller at the delivery points. (b) The measurement unit under this Agreement shall be one Dekatherm ("Dth") of natural gas and shall be calculated by multiplying the volume delivered in Mcf (thousand cubic feet) by a fraction, the numerator of which is the heating value and denominator of which is 1,000. For the purpose of this agreement, the heating value of each delivery point shall be established by Petro by reference to the heating value tests for the gathering system(s) where the delivery point is located. (c) For the purpose of this Agreement, the volumetric measurement base shall be a standard cubic foot of natural gas at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute, a temperature base of sixty degrees Fahrenheit (60° F) and without adjustments for water vapor. (d) The average absolute atmospheric pressure shall be assumed to be fourteen and four-tenths (14.4) pounds per square inch, regardless of actual elevation or location of the Delivery Point above sea level or variations in actual barometric pressure. The flowing gas temperature may be recorded at Petro's discretion. In the absence of a flowing temperature recorder, the average flowing temperature shall be assumed to be sixty degrees Fahrenheit (60° F). (e) All gas shall be measured by an orifice, turbine or displacement meter or other measuring device of equal accuracy approved by Petro. (f) Meters shall be installed to Petro's specifications and operated by Seller. The cost of installing, maintaining and operating such meters shall be borne by Seller. (g) Petro, at its cost, shall read the meter, furnish, place and remove any and all recording gauge charts, calculate the deliveries, and perform any other service necessary in connection with the measurement of said gas. Seller shall make actual readings at least bimonthly and shall furnish Petro with calculated deliveries and estimates for the months in which a reading is estimated. All calculated deliveries and estimates shall be provided to Petro by the 15th of the month following delivery in a format acceptable to Petro. Petro's invoicing will be based upon the estimates in the months in which an actual reading is not taken. (h) If Petro or Buyer challenges the accuracy of any meter and requests to have the meter tested, Petro or Petro's agent shall test the meter in the presence of Buyer or Buyer's representative, if Buyer provides Petro with written notice, at least five (5) days prior to any such test being conducted, that Buyer wishes to be present or to be represented at such test. If the meter is owned by Petro and the meter proves to be accurate within plus or minus two percent (2%), the cost of testing and repairing the meter shall be borne by the Buyer, but if the meter proves to be in error by more than (2%), the cost of testing and repairing the same shall be borne by Petro. Any resultant aggregate error exceeding two percent (2%) of computed delivery shall be adjusted, insofar as exact knowledge of such errors or contributing causes is obtainable. Such adjustments, if any, are to be made for a period not to exceed sixty (60) days before the date of the challenge by Buyer. (i) In the event any measuring equipment is out of service for test or repair or is inoperable for any reason, deliveries through such equipment shall be estimated in a practical manner utilizing all available information to determine the volume of natural gas for the affected delivery period. (j) Petro shall keep charts on file for four (4) years after date of delivery, during which time they will be available for inspection by Buyer. (k) Considering the possibility of inadvertent errors in measurement or calculation of amounts due and payable or paid, nothing herein contained shall constitute accord and satisfaction, waiver, release, full payment, satisfaction, laches, estoppel, or other defense to a claim by or against the Buyer or Petro for the true and actual amount actually due and payable, for the full period of four (4) years in arrears. Errors in Petro's favor shall be rectified in full, without interest, by Petro within ninety (90) days of notice and substantiation of such inaccuracy. Errors in Buyer's favor shall be rectified in full, without interest, by Buyer within ninety (90) days of notice and substantiation of such inaccuracy, or, at Petro's option, such error may be rectified by Petro withholding payments to Buyer hereunder, or under other agreements with Petro, until the error is corrected in full.
3. Estimates by Buyer. Buyer shall provide on a monthly basis its estimate of natural gas to be delivered hereunder.

4. Invoices. Seller will send Buyer an invoice for the prior month's natural gas deliveries, indicating the Delivery Point, the volume delivered and such other information supporting the invoice amount. If Buyer disputes any invoice amount, without wavier of any rights, Buyer will pay the disputed amount. Seller will refund any later discovered overcharge and Buyer will pay any undercharge amount within thirty (30) days of discovery.
5. Taxes. Buyer will be liable for the payment of all sales, use, gross receipts or similar taxes imposed on the transfer of title or possession of natural gas. In the event that Seller is required by law to collect and remit any such taxes, Buyer will reimburse Seller for such taxes. Buyer shall provide Seller with any certificate or other evidence of sales tax exemption.
6. Force Majeure. In the event either party is rendered unable, in whole or in part, by an event of force majeure to fulfill its obligations under this Agreement, other than to make payments due, the obligations of each party, to the extent they are affected by such event of force majeure, will be suspended during the continuance of the force majeure event. In the event of a force majeure condition, the affected party shall give the other written notice and full particulars of such force majeure condition as soon as is reasonably possible. The term "force majeure" shall mean strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, riots, landslides, hurricanes, lightning, earthquake, fires, floods, washouts, freezing of pipes or wells, breakage of machinery, equipment or lines of pipe, explosions and such other causes as are beyond the control of the party failing to perform.
7. Laws and Regulations. This Agreement is subject to all applicable laws and regulations, orders, directives and ordinances. If at any time during the term of this Agreement any regulatory body asserts jurisdiction over the Seller, its facilities, the natural gas sold hereunder or this Agreement, Seller may, at its election, terminate this Agreement immediately by giving Buyer notice of termination.
8. Title. Title, control and possession of the natural gas sold hereunder and responsibility for any damage or injury caused by the gas shall pass from Seller to Buyer at the Delivery Point.
9. Warranty. Seller warrants (i) that it will at the time of delivery have good title to all natural gas delivered to Buyer, free and clear of all liens, encumbrances, and claims whatsoever; and (ii) that at the time of delivery it will have good right, title and authority to sell the natural gas.
10. Miscellaneous.
 - a. This Agreement will be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties. Neither party may assign its rights hereunder, nor delegate its duties, without the prior written consent of the other party, which consent will not be unreasonably withheld.
 - b. If any provision of this Agreement is deemed invalid, void or unenforceable by any court having jurisdiction, such determination will not invalidate, void or make unenforceable any other provision of this Agreement.
 - c. It is understood and agreed that Petro is selling natural gas from a gas gathering system and may, in the sole discretion of Petro, cease the use of portions of the gas gathering system at some future date. In that event Petro may terminate sales of gas to Buyer along such portions of its gathering system after giving Buyer at least 6 (six) months prior written notice of such termination. Petro agrees the line shall be pressure tested annually.

- d. No waiver of any breach of this Agreement will be held to be a waiver of any other or subsequent breach.
- e. This Agreement sets forth all understandings between the parties respecting the subject matter of each transaction. Any prior Agreement, understandings and representations, whether oral or written, representing this subject matter are merged into and superseded by this Agreement.
- f. This Agreement may only be amended in writing.
- g. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.
- h. This Agreement will be governed by and construed under the laws of the State of Ohio.

EXHIBIT "A "

1. 0-10,000 Dth	\$2.50	plus NYMEX
2. 10,001-11,000 Dth	\$2.40	plus NYMEX
3. 11,001-12,000 Dth	\$2.30	plus NYMEX
4. 12,001-13,000 Dth	\$2.20	plus NYMEX
5. 13,001-14,000 Dth	\$2.10	plus NYMEX
6. 14,001-15,000 Dth	\$2.00	plus NYMEX
7. 15,001-16,000 Dth	\$1.90	plus NYMEX
8. 16,001 & up Dth	\$1.90	plus NYMEX

American Auger agrees to use only Petro Evaluation Services, Inc. as their outside transporter of gas. With the exception of their usage of their own gas well in order to keep the sliding scale deduction.

Initial _____

Initial _____

NATURAL GAS AND NATURAL GAS PIPELINE SALES AGREEMENT

This Agreement for the sale and purchase of natural gas and a natural gas pipeline is entered into by Petro Evaluation Services, Inc. ("Seller") and American Augers, Inc. ("Buyer") and is effective on the 1st day of November, 2009.

1. Term. The term of this Agreement shall be five (5) years or sixty (60) months, commencing on the 1st day of November, 2009 and ending on the 31st day of October 2014.
2. Quantity. Buyer has its own natural gas well, which supply is insufficient to fulfill Buyer's needs. Buyer shall use its own natural gas supply and shall purchase all additional natural gas to fulfill its needs from Seller. If Seller is unable to provide natural gas in a sufficient amount to fulfill Buyer's needs, Buyer may purchase natural gas from other sources to fulfill its additional needs until Seller is again able to provide natural gas in an amount sufficient to fulfill Buyer's needs.
3. Price. The price of the natural gas under this Agreement shall be equal to the index price for spot gas delivered to Columbia Gas Transmission Corporation, Appalachia (serving West Virginia, Ohio and Kentucky) as reported in the first publication each month of Inside F.E.R.C. - Gas Market Report, per Dekatherm, plus two dollars and fifty cents (\$2.50) per Dekatherm up to 10,000 Dekatherm and thereafter plus the amount stated on the attached Exhibit-A.
4. Delivery Point(s). The delivery point (s) shall be Seller's Meter Numbers _____ and additional meters agreed by the parties to be subject to this Agreement. Any additional agreement or agreements between the parties to add additional meter(s) as (a) delivery point(s) shall be stated in a letter or other writing signed by both parties.
5. Sale of Pipeline. In or around 1999, Seller caused a pipeline to be constructed in order to sell gas to Buyer. Seller shall own and maintain the pipeline through the term of this Agreement, until October 31, 2014. When the contract term expires on October 31, 2014, Seller shall transfer ownership of the pipeline to Buyer and shall promptly deliver and/or execute any and all documents necessary to effect and record the transfer of ownership of the pipeline and the transfer of Seller's interest in any easements related to the pipeline.
6. Insurance. Seller shall maintain property and liability insurance on the pipeline throughout the term of this Agreement sufficient to cover the cost of the pipeline or its repair. Seller shall cause Buyer to be listed as a co-insured on its policy covering the pipeline. In the event that the pipeline is damaged, Seller shall give Buyer notice of the damage and shall repair such damage within 30 days. During any time within which repairs are being performed on the pipeline which prevents the delivery of natural gas to Buyer under this Agreement, Buyer may purchase natural gas to fulfill its needs from another supplier. If the pipeline is incapable of repair within 30 days, Seller shall give notice to Buyer of same. Buyer shall then have the right to terminate the contract or

purchase gas from another supplier until repairs are completed. If the pipeline is damaged so severely that repairs are impossible or impracticable, Seller shall notify Buyer of same. Buyer shall then be entitled to the proceeds of insurance payments in a percentage equal to the percentage of the contract which has been performed by the Buyer.

7. Invoices. Seller shall provide invoices to Buyer monthly not later than the 10th day of each month. Each invoice shall be for the preceding month's physical deliveries.
8. Payments. Buyer shall deliver payments to Seller by check or other method approved by Seller not later than the twenty-fifth (25th) day of the month for the preceding month's physical deliveries.
9. Delivery Addresses. All invoices, payments, notices, letters and/or other writings under this Agreement shall be delivered to the parties at the following addresses:

American Augers, Inc.
135 U.S. Route 42
P.O. Box 814
West Salem, Ohio 44691

Petro Evaluation Services, Inc.
3927 Cleveland Road
Wooster, Ohio 44691

Notices, letters and/or other writings delivered to Seller shall be to the attention of Jay G. Henthorne, Jr. Notices, letters and/or other writings delivered to Buyer shall be to the attention of Brad Dolan.

10. Quality. The natural gas delivered by Seller to Buyer hereunder will at all times conform to the quality and heat content requirements of gas gathering systems in Ohio.
11. Measurement. (a) All natural gas delivered hereunder will be measured by Seller at the Delivery Points.

(b) The measurement unit under this Agreement shall be one Dekatherm ("Dth") of natural gas and shall be calculated by multiplying the volume delivered in Mcf (thousand cubic feet) by a fraction, the numerator of which is the heating value and denominator of which is 1,000. For the purpose of this agreement, the heating value of each delivery point shall be established by Seller by reference to the heating value tests for the gathering system(s) where the delivery point is located.

(c) For the purpose of this Agreement, the volumetric measurement base shall be a standard cubic foot of natural gas at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute, a temperature base of sixty degrees Fahrenheit (60° F) and without adjustments for water vapor.

(d) The average absolute atmospheric pressure shall be assumed to be fourteen and four-tenths (14.4) pounds per square inch, regardless of actual elevation or location of the Delivery Point above sea level or variations in actual barometric pressure. The flowing

gas temperature may be recorded at Seller's discretion. In the absence of a flowing temperature recorder, the average flowing temperature shall be assumed to be sixty degrees Fahrenheit (60° F).

(e) All gas shall be measured by an orifice, turbine or displacement meter or other measuring device of equal accuracy approved by Seller.

(f) The cost of maintaining and operating such meters shall be borne by Seller.

(g) Seller, at its cost, shall read the meter, furnish, place and remove any and all recording gauge charts, calculate the deliveries, and perform any other service necessary in connection with the measurement of said gas. Seller shall make actual readings at least bimonthly and shall furnish Buyer with calculated deliveries and estimates for the months in which a reading is estimated. All calculated deliveries and estimates shall be provided to Buyer by the 15th of the month following delivery in a format acceptable to Buyer. Seller's invoicing will be based upon the estimates in the months in which an actual reading is not taken.

(h) If Seller or Buyer challenges the accuracy of any meter and requests to have the meter tested, Seller or Seller's agent shall test the meter in the presence of Buyer or Buyer's representative, if Buyer provides Seller with written notice, at least five (5) days prior to any such test being conducted, that Buyer wishes to be present or to be represented at such test. If the meter is owned by Seller and the meter proves to be accurate within plus or minus two percent (2%), the cost of testing and repairing the meter shall be borne by the Buyer, but if the meter proves to be in error by more than (2%), the cost of testing and repairing the same shall be borne by Seller. Any resultant aggregate error exceeding two percent (2%) of computed delivery shall be adjusted, insofar as exact knowledge of such errors or contributing causes is obtainable. Such adjustments, if any, are to be made for a period not to exceed sixty (60) days before the date of the challenge by Buyer.

(i) In the event any measuring equipment is out of service for test or repair or is inoperable for any reason, deliveries through such equipment shall be estimated in a practical manner utilizing all available information to determine the volume of natural gas for the affected delivery period.

(j) Seller shall keep charts on file for four (4) years after date of delivery, during which time they will be available for inspection by Buyer.

(k) Considering the possibility of inadvertent errors in measurement or calculation of amounts due and payable or paid; nothing herein contained shall constitute accord and satisfaction, waiver, release, full payment, satisfaction, laches, estoppel, or other defense to a claim by or against the Buyer or Seller for the true and actual amount actually due and payable, for the full period of four (4) years in arrears. Errors in Buyer's favor shall be rectified in full, without interest, by Buyer within ninety (90) days of notice and substantiation of such inaccuracy, or as may be otherwise agreed by the parties, until the

error is corrected in full. Errors in Seller's favor shall be rectified in full, without interest, by Seller within ninety (90) days of notice and substantiation of such inaccuracy, or, at Buyer's option, such error may be rectified by Buyer withholding payments to Seller hereunder, or as may be otherwise agreed by the parties, until the error is corrected in full.

12. Estimates by Buyer. Buyer shall provide on a monthly basis its estimate of natural gas to be delivered hereunder.
13. Invoices. Seller will send Buyer an invoice for the prior month's natural gas deliveries, indicating the Delivery Point, the volume delivered and such other information supporting the invoice amount. If Buyer disputes any invoice amount, without wavier of any rights, Buyer will pay the disputed amount. Seller will refund any later discovered overcharge and Buyer will pay any undercharge amount within thirty (30) days of discovery.
14. Taxes. Buyer will be liable for the payment of all sales, use, gross receipts or similar taxes imposed on the transfer of title or possession of natural gas. In the event that Seller is required by law to collect and remit any such taxes, Buyer will reimburse Seller for such taxes. Buyer shall provide Seller with any certificate or other evidence of sales tax exemption.
15. Force Majeure. In the event either party is rendered unable, in whole or in part, by an event of force majeure to fulfill its obligations under this Agreement, other than to make payments due, the obligations of each party, to the extent they are affected by such event of force majeure, will be suspended during the continuance of the force majeure event. In the event of a force majeure condition, the affected party shall give the other written notice and full particulars of such force majeure condition as soon as is reasonably possible. The term "force majeure" shall mean strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, riots, landslides, hurricanes, lightning, earthquake, fires, floods, washouts, freezing of pipes or wells, breakage of machinery, equipment or lines of pipe, explosions and such other causes as are beyond the control of the party failing to perform.
16. Laws and Regulations. This Agreement is subject to all applicable laws and regulations, orders, directives and ordinances. If at any time during the term of this Agreement any regulatory body asserts jurisdiction over the Seller in a manner that discontinues the Seller's right or ability to deliver natural gas pursuant to this Agreement, and Seller cannot resume delivery within 90 days using reasonable efforts to eliminate the reason for the regulatory body's assertion of jurisdiction, Buyer may, at its election, terminate this Agreement by giving Seller notice of termination or may purchase natural gas from another source to fulfill its needs until the Seller can resume deliveries under the contract.
17. Title. Title, control and possession of the natural gas sold hereunder and

responsibility for any damage or injury caused by the gas shall pass from Seller to Buyer at the Delivery Point.

18. Warranty. Seller warrants (i) that it will at the time of delivery have good title to all natural gas delivered to Buyer, free and clear of all liens, encumbrances, and claims whatsoever, and (ii) that at the time of delivery it will have good right, title and authority to sell the natural gas.

19. Miscellaneous.

- a. This Agreement will be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties. Neither party may assign its rights hereunder, nor delegate its duties, without the prior written consent of the other party, which consent will not be unreasonably withheld.
- b. If any provision of this Agreement is deemed invalid, void or unenforceable by any court having jurisdiction, such determination will not invalidate, void or make unenforceable any other provision of this Agreement.
- c. Seller agrees it shall cause the gas line to be pressure tested annually at Seller's expense.
- d. No waiver of any breach of this Agreement will be held to be a waiver of any other or subsequent breach.
- e. This Agreement sets forth all understandings between the parties respecting the subject matter of each transaction. Any prior Agreement, understandings and representations, whether oral or written, representing this subject matter are merged into and superseded by this Agreement.
- f. This Agreement may only be amended in writing.
- g. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.
- h. This Agreement will be governed by and construed under the laws of the State of Ohio.
- i. Any legal action related to this Agreement shall be filed in the appropriate Court in Ashland County, Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

Petro Evaluation Services, Inc.
("Seller")

American Augers, Inc.
("Buyer")

By _____

By _____

Its President _____

Its President _____

Brad Dolan - AA

From: James Pfeiffer - AA
Sent: Monday, November 09, 2009 4:31 PM
To: Brad Dolan - AA
Subject: FW: Natural Gas

From: Joe Komara [mailto:joe@cgcohoio.com]
Sent: Monday, November 09, 2009 4:16 PM
To: James Pfeiffer - AA
Subject: Natural Gas

Hello James,

I wanted to try and gather some information before setting an appointment at your office to be as prepared as I can.

Do you have a copy of the agreement that was signed for the installation of the pipeline to your facility that can be faxed or scanned and emailed to me? The reason being, are there easements and rights of way in place that permit the line to be on someone's property other than American Augers?

Can you please send a spreadsheet that contains 12 month history of volumes burned and rates? As you know, the producer sells any excess gas to Gatherco Inc, but that is not a good indicator of *your* volume.

Also, I would like to revisit the meters and regulators on your buildings.

I look forward to receiving the information and I will be in touch soon.

Thanks,

Joe Komara

Joseph A. Komara

Director of Marketing and
Facility Development

Consumers Gas Cooperative

P.O. Box 2495
North Canton, OH 44720

Ph. 330.244.9649
Fax 330.498.9557

www.cgcohoio.com





300 Tracy Bridge Road
Orville, Ohio 44667
(330) 682-7726
FAX (330) 682-4145
www.gatherco.com

Jay G. Henthorne
Petro Evaluation Services, Inc.
3927 Cleveland
Wooster, Ohio 44691

RE: Meter Number 736036

Dear Jay:

This letter serves as a 30 day notification that your Natural Gas Sales Agreement dated August 1st, 1999 and amended on February 1st, 2008 by and between Gatherco, Inc and Petro Evaluation Services, Inc. is being cancelled. Meter number 736036 will be shut in and sealed once American Augers becomes a Consumers Gas Cooperative customer.

Attached is a copy of the original Natural Gas Sales Agreement by and between Gatherco, Inc and Petro Evaluation Services for your records.

Sincerely,

Steve J. Williams
Vice President of Gas Services
Gatherco, Inc.
300 Tracy Bridge Rd.
Wooster, Ohio 44697



Augers00053



February 22, 2010

Petro Evaluation Services, Inc
3927 Cleveland Road
Wooster, OH 4691

RE: Gas supply at our facility

Mr. Jay Henthorne:

Per our conversation with you Friday 19th 2010, it is our understanding that Gather Co will be canceling their contract to supply you natural gas in the near future.

This action will constructively cancel the contract between Petro and American Augers, originally dated July 30th 1999, as you will no longer have a source of natural gas to resale to us.

We look forward an orderly transition during our changeover from Petro to CGC and would like thank you for many years of reliable service.

Respectfully,

A handwritten signature in black ink, appearing to read 'Brad Dolan'.

Brad Dolan, CPA
Controller



135 US Route 42 * P.O. Box 814* West Salem, Ohio 44287
Office (419) 869-7107 Toll Free (800) 324-4930
www.americanaugers.com

Augers00089



October 29, 2010

Petro Evaluation Services, Inc
3927 Cleveland Road
Wooster, OH 4691

RE: Cut over of gas supply at our facility

Mr. Jay Henthorne:

This notice is to follow up on our February cancellation letter concerning our agreement with you to provide natural gas to our facility.

Due to delays beyond our control, our new provider has only recently completed the necessary steps to supply us natural gas. The switch over is expected to occur this weekend on October 30th 2010.

Please prepare a final bill for usage through October 30th 2010 and forward it to me office for processing.

Again, I would like thank you for many years of reliable service.

Respectfully,

A handwritten signature in black ink, appearing to read 'Brad Dolan'.

Brad Dolan, CPA
Controller



135 US Route 42 * P.O. Box 814* West Salem, Ohio 44287
Office (419) 869-7107 Toll Free (800) 324-4930
www.americaugers.com

Augers00094