

05-1569-CD
W. Satterlee & Sons vs Rick
O'Shell

William G. Satterlee vs Rick O'Shell et al
2005-1569-CD

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
vs. : No. 05 - 1569 - CD
RICK O'SHELL TRADING AS :
RICK O'SHELL ENTERPRISE : COMPLAINT
Defendant :

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

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9/25/05 1 CC Amy
OCT 10 2005
William A. Shaw
Prothonotary/Clerk of Courts
85.00

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 05 - - CD
vs. :
:
RICK O'SHELL TRADING AS :
RICK O'SHELL ENTERPRISE :
Defendant :

NOTICE

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

(814) 765-2641 Ex 5982

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
vs. : No. 05 - - CD
RICK O'SHELL TRADING AS :
RICK O'SHELL ENTERPRISE :
Defendant :

COMPLAINT

1. That Plaintiff William G. Satterlee & Sons, Inc. is a Pennsylvania corporation with an office and place of business at 12475 Route 119 Highway North, Rochester Mills, PA 15771 ("Satterlee").

2. That Defendant Rick O'Shell is an individual trading as Rick O'Shell Enterprise, with a mailing address of 94 Gillen Lane, P.O. Box 301, Irvona, Pennsylvania 16656 ("O'Shell").

3. That the O'Shell had entered into a Cardlock Agreement with Satterlee, a copy of which is hereto attached as Exhibit "A."

4. That O'Shell purchased from Satterlee petroleum, diesel fuel and related products which had a balance under said Cardlock Agreement of \$9,846.65 as of September 30, 2005.

5. That Satterlee charged O'Shell its usual and customary charges for said petroleum, diesel fuel and related products.

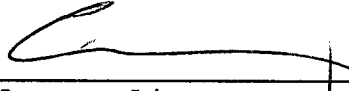
6. That during the time of the O'Shell purchases, Satterlee maintained books of account, keeping an accurate and running account of all debits and credits for the sale of petroleum, diesel fuel and related products to O'Shell.

7. That Satterlee submitted to O'Shell written monthly accounts requesting payment for the outstanding balance on the account. A copy of said accounting is attached hereto and marked Exhibit "B."

8. That Satterlee has made a demand for the payment of said outstanding balances due on said account which O'Shell has failed and refused to pay.

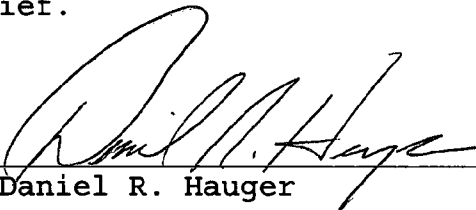
WHEREFORE, Satterlee demands judgment against Rick O'Shell trading as Rick O'Shell Enterprise for \$9,846.65, together with interest at the rate of 1-1/2 percent per month or 18 percent per year.

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esquire

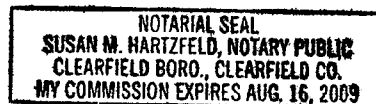
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared DANIEL R. HAUGER, who deposes and says he is the Credit Manager of WILLIAM G. SATTERLEE & SONS, INC., and as such Credit Manager being authorized to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.


Daniel R. Hauger

Sworn and subscribed before me this 10th day of October, 2005.


Notary Public



CARDLOCK AGREEMENT

William G. Satterlee and Sons, Inc. (herein called "Satterlee") agrees to sell petroleum products to the following Customer:

Rick O'Shell Enterprises

Customer Name

*P.O. Box 301
IRVONA, PA. 16656*

Customer Billing Address

at Stations located at:

BROCKWAY • BROOKVILLE • CLYMER • DIMMICK'S AUTO REPAIR •

DUBOIS • INDIANA • PUNXSUTAWNEY • STAHLMAN'S RT536 • CLEARFIELD •

ST. MARY'S • WEST PENN CARD •

1. Satterlee will issue to Customer the cardlock cards identified on the reverse side of this Agreement. Customer shall not duplicate any cardlock card issued by Satterlee. Upon demand, Customer shall return to Satterlee all cardlock cards. Customer shall promptly notify Satterlee at (724) 397-2400 or (800) 942-2214 if a cardlock card is lost or stolen.

2. Customer shall be responsible for and shall pay for all products withdrawn, discharged or released from the Stations using the Customer's cardlock cards, regardless of whether such use was authorized, unauthorized or fraudulent. Customer shall be responsible for and shall pay for any use of a lost or stolen card, when such use occurred before notice to Satterlee.

3. Satterlee shall use its best efforts to maintain the cardlock system in good working order and condition at its expense, provided, however, that Satterlee shall not be responsible for any damage or loss which may result from the failure to provide fuel or the failure of the cardlock system in any manner whatsoever.

Exhibit "A"

Customer agrees that it and any person using the cardlock cards delivered to Customer shall promptly notify Satterlee of any malfunctioning of the cardlock system or the Station of which Customer or such person is aware.

4. If the "Customer" is a corporation, the signing officer personally guarantees the prompt and punctual payment to "Satterlee" for any and all present and future indebtedness, interest and costs therein. It is understood that this Guaranty shall be continuing and irrevocable.

5. Customer agrees to assume and pay, at its sole cost and expense, and agrees to and shall indemnify, defend, protect and hold harmless Satterlee from and against any and all claims, causes of action, demands, fines, penalties, liabilities, losses and damages, including expressly, but not limited to, those relating to bodily injury, death or property damage, arising solely, partially, directly or indirectly from, claimed to have been caused by to any extent, or in any manner related to (i) acts or omissions of Customer, Customer's representatives or any other person using the cardlock card issue to Customer, whether or not Customer authorized such use; (ii) acts or omissions of Customer or Customer's representatives while at the Station; (iii) any authorized or unauthorized use of the cardlock card issued to Customer. Without limiting the generality of the foregoing, the undertaking and obligation of Customer under this paragraph shall expressly include, but not be limited to, claims, causes of action, demands, fines, penalties, liabilities, losses and damages asserted against or incurred by Satterlee under any law, order, rule or regulation, including without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, et seq.) and the Pennsylvania Hazardous Sites Clean Up Act (35 P.S. §§ 6020.101, et seq).

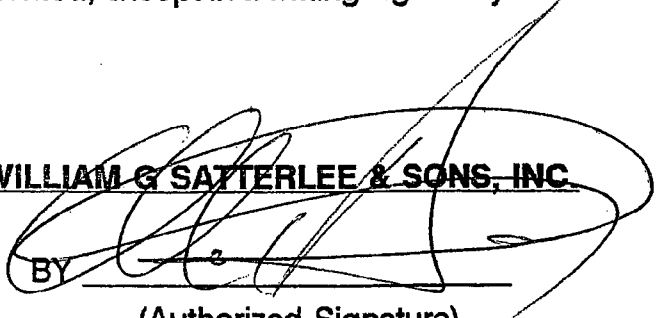
6. All purchases shall be rounded to the nearest gallon. Statements for purchases charged to Customer's cardlock cards shall be issued monthly. Customer agrees to pay each statement within 30 days of the statement date. Statements not paid in full within such time shall be subject to a late charge of 1½ % per month (18 % per year). In the event of a breach of any of the terms of this Agreement, including without limitation, the failure of Customer to pay sums owing to Satterlee when due, then in addition to any other sums due or payable to Satterlee by Customer, Customer agrees to pay the reasonable attorney's fees and costs incurred by Satterlee in the enforcement of Satterlee's rights hereunder.

7. Either party may terminate this Agreement upon written notice to the other. Notwithstanding any termination, the terms and conditions of this Agreement shall pertain

to any authorized or unauthorized use of Customer's cardlock cards which may occur before the cards are surrendered to Satterlee.

8. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and the parties agree to and intend to be legally bound by the terms and conditions of this Agreement. This Agreement may not be amended or supplemented, except in a writing signed by Satterlee and the Customer.

WILLIAM G SATTERLEE & SONS, INC.

BY 

(Authorized Signature)

AS _____

(Title of Person Signing)

ON _____

(Date)

CUSTOMER

BY 

(Authorized Signature)

AS _____

(Title of Person Signing)

ON _____

(Date)

Discount Table Number: 61

Name:

Name: Kirk O'Snell Enterprises

01 Employee Discount

02 Regular Discount

Other Discount _____

Pump Restriction

Codes:

15 All Products

03 Unleaded/Premium

04 Diesel Fuel Only

05 Off Road Diesel Only

09 Unleaded/Premium/Diesel

Other Restrictions

Phone #: 814-622-3860

Salesman Numbers:

(1) Main Office

(2) Corsica

(3)

(4) Chuck

(5) Punxsy

(6) Dan

(7) David

~~(8) Fred~~

(9) Mark

(10) Clearfield

Credit Limit: \$

Billing Freq.: (52) Weekly

(24) Bi-Weekly 15th/30th

(12) Monthly

Monthly Cycle:

(01) A-G 10th Bill

(02) H-S 20th Bill

(03) T-Z 30th Bill

[illegible]

CUSTOMER INQUIRY
SHOW MODE

RAKACU 2.0
9/30/2005

WGS CARDLOCK
Friday

Cust-Number.....	4214	OSHELLENTERPRISES RICK
1-NAME.....		
2-NAME TOO.....		22-MTHLY-STMT... YES
3-NAME BUS.....	O'SHELL ENTERPRISES, RICK	23-FINANCE-CODE. YES
4-NAME IND.....	3 bus. name	24-FINANCE-CHG.. 221.85
5-ADDRESS L1...	RICK O'SHELL	25-SALESMAN.....99 CARDS OFF !
6-ADDRESS L2...	P O BOX 301	26-YTD-CHARGES.. 5921.90
7-CITY-STATE...	IRVONA, PA	27-CASH-RCV....
8-ZIP-CODE.....	16656	28-INVOICE(Y,N). YES
9-TELEPHONE#...	814-672-3860	29-PRICE-LEVEL.. 3
10-PHONE-WORK...		
11-PHONE-MOBILE.		
12-PHONE-FAX....		
13-LAST-BILLED..	09/20/2005	*OLD BALANCE* 9846.65
14-LAST-PAYMENT.	09/14/2005	34-CURRENT BAL..
15-Notes.....		35-OVER-30-BAL..
16-CREDIT CARD#.		36-OVER-60-BAL..
17- TYPE.....		37-OVER-90-BAL..
18- EXP DATE.		38-OVER-120-BAL. 9624.80
19- NAME.....		*BALANCE-DUE* 9846.65

(ENTER) next page:

(PgUp) prev cust (PgDn) next cust (Esc) exit (Ctrl-N) Notes



CARDLOCK FUELING

12475 Rte. 119 Hwy North
 Rochester Mills, PA 15771
 (724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|---------------|
| 1 Indians | 12 St. Marys |
| 2 Brockville | 13 Clearfield |
| 3 Punxy. | 15 Armagh |
| 4 Brockway | 16 Home Pa |
| 5 DuBois | |
| 6 286 Clymer | |
| 8 Wolf's Den | |
| 9 Ringgold | |
| 10 Mahaffey | |
| 11 Shelocta | |

**** CUSTOMER STATEMENT ****

O'SWELL ENTERPRISES, RICK
 RICK O'SWELL
 P O BOX 301
 IRVING, PA

16656

Date

 09/20/2005

Cust. No.

 CL 4214

ACTIVITY	TRN/CNK	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
10/19/2005		PREVIOUS BALANCE					\$10282.28
09/14/2005	001447	PAYMENT THANK-YOU					\$500.00CR
09/20/2005	007164	Finance Charge					\$144.37
TOTAL GALLONS						BALANCE DUE....	\$9846.65

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
 (ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
 OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

1 Indiana	12 St. Mary
2 Brockville	13 Clearfield
3 Punxy	15 Armagh
4 Brockway	16 Home, Pa
5 DuBois	
6 284 Clymer	
8 Wolf's Den	
9 Ringgold	
10 Mahaffey	
11 Shesletta	

*** CUSTOMER STATEMENT ***

O'SHELL ENTERPRISES, RICK
RICK O'SHELL
P. O. BOX 501
IRVONA, PA

16458

Date _____

08/19/2005

Cust. No.

CL 4214

ACTIVITY	TRX/CHK		PRICE/	TOTAL	TOTAL
DATE	NR	PRODUCT DESCRIPTION	UNIT	AMOUNT	AMOUNT
07/20/2005		PREVIOUS BALANCE			\$10057.91
08/19/2005	004611	Finance Charge			\$144.37
		TOTAL GALLONS		BALANCE DUE....	\$10202.28

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY (ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



CARDLOCK FUELING

12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|---------------|
| 1 Indiana | 13 Clearfield |
| 2 Brookville | 15 Armagh |
| 3 Punxs. | 16 Home PA |
| 4 Brockway | |
| 5 DuBois | |
| 6 286 Clymer | |
| 9 Ringgold | |
| 10 Mahaffey | |
| 11 Sheldale | |
| 12 St. Marys | |

**** CUSTOMER STATEMENT ****

O'SHELL ENTERPRISES, RICK
RICH O'SHELL
P. O. BOX 301
IRVONA, PA

16656

Date
07/20/2005

Cust. No.
CL 4214

ACTIVITY	TRX/CHK	DATE	MBR	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
06/20/2005				PREVIOUS BALANCE					\$9913.54
07/20/2005				Finance Charge					\$144.37
				TOTAL GALLONS				BALANCE DUE....	\$10057.91

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



CARDLOCK FUELING

12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|---------------|
| 1 Indiana | 13 Clearfield |
| 2 Brookville | 15 Armagh |
| 3 Punxsy. | 16 Home PA |
| 4 Brockway | |
| 5 DuBois | |
| 6 286 Clymer | |
| 7 Ringgold | |
| 10 Mahaffey | |
| 11 Shelocta | |
| 12 St. Marys | |

**** CUSTOMER STATEMENT ****

O'SHELL ENTERPRISES, RICK
RICH O'SHELL
P. O. BOX 301
IRVONA, PA

16656

Date
06/20/2005

Cust. No.
CL 4214

ACTIVITY	TRX/CHK	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
05/20/2005		PREVIOUS BALANCE					\$9769.17
06/20/2005	000097	Finance Charge					\$144.37
TOTAL GALLONS						BALANCE DUE....	\$9913.54

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



CARDLOCK FUELING
 12475 Rte. 119 Hwy North
 Rochester Mills, PA 15771
 (724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|---------------|
| 1 Indiana | 13 Clearfield |
| 2 Brookville | 15 Armagh |
| 3 Punxy. | 16 Home PA |
| 4 Brockway | |
| 5 DuBois | |
| 6 288 Clymer | |
| 7 Ringgold | |
| 10 Mahaffey | |
| 11 Shelocta | |
| 12 St. Marys | |

**** CUSTOMER STATEMENT ****

O'SHELL ENTERPRISES, RICK
 RICH O'SHELL
 P. O. BOX 301
 IRVONA, PA 16656

Date
 05/20/2005

Cust. No.
 CL 4214

ACTIVITY	TRX/CHK	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
04/20/2005		PREVIOUS BALANCE					\$10124.88
05/03/2005	001360	PAYMENT THANK-YOU					\$500.00CR
05/03/2005		Dis-allowed Discount			38.49		
05/20/2005	001279	Finance Charge					\$144.37
TOTAL GALLONS						BALANCE DUE....	\$9749.17

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
 (ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
 OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



CARDLOCK FUELING
12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|---------------|
| 1 Indiana | 13 Clearfield |
| 2 Brookville | 15 Arwagh |
| 3 Punxy. | 16 Home PA |
| 4 Brockway | |
| 5 DuBois | |
| 6 286 Clymer | |
| 9 Ringgold | |
| 10 Mahaffey | |
| 11 Shelocta | |
| 12 St. Marys | |

**** CUSTOMER STATEMENT ****

O'SHELL ENTERPRISES, RICK
RICH O'SHELL
P. O. BOX 301
IRVONA, PA

16656

Date

04/20/2005

Cust. No.

CL 4214

ACTIVITY	TRX/CHK	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
03/20/2005		PREVIOUS BALANCE					\$9977.35
04/20/2005	000075	Finance Charge					\$147.45
TOTAL GALLONS						BALANCE DUE....	\$10124.80

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



CARDLOCK FUELING
12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- 1 Indiana 13 Clearfie
- 2 Brockville 15 Armagh
- 3 Punxy. 16 Home PA
- 4 Brockway
- 5 DuBois
- 6 226 Clymer
- 9 Ringgold
- 10 Mahaffey
- 11 Shelocta
- 12 St. Marys

**** CUSTOMER STATEMENT ****

O'SHELL ENTERPRISES, RICK
RICH O'SHELL
P. O. BOX 301
IRVONA, PA

16656

Date
03/20/2005

Cust. No.
CL 4214

ACTIVITY DATE	TRX/CHK NBR	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
02/20/2005		PREVIOUS BALANCE					\$8653.86
02/21/2005	17080	DIESEL FUEL * PUNXY	66.7 GAL.	1.5910	106.12	40.54	\$146.66
02/22/2005	18456	DIESEL FUEL * CLEARFIELD	62.5 GAL.	1.5910	99.44	38.00	\$137.44
02/22/2005	18841	DIESEL FUEL * PUNXY	59.0 GAL.	1.6110	95.05	36.88	\$130.93
02/23/2005	20401	DIESEL FUEL * CLEARFIELD	77.7 GAL.	1.6610	129.04	47.24	\$176.30
02/24/2005	21085	DIESEL FUEL * PUNXY	63.6 GAL.	1.6910	107.55	38.67	\$146.22
02/25/2005	21621	DIESEL FUEL * CLEARFIELD	78.4 GAL.	1.6910	132.57	47.67	\$180.24
02/26/2005	22853	DIESEL FUEL * WEST PENN	68.4 GAL.	1.6910	115.66	41.59	\$157.25
02/26/2005	23402	DIESEL FUEL * CLEARFIELD	76.4 GAL.	1.6910	129.19	46.45	\$175.64
03/20/2005	002212	Finance Charge					\$73.61
TOTAL GALLONS			552.7	BALANCE DUE.....			\$9977.35

** A Diesel Discount Of \$38.69 May Be Deducted If RECEIVED In Our Office By 04/10/2005
For The Purchase Of 552.70 Gallons At A Discount Rate Of \$.0700 Per Gallon

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.

1324.29



CARDLOCK FUELING

12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|-------------|
| 1 Indiana | 13 Clearfie |
| 2 Brookville | 15 Armagh |
| 3 Punxy. | 16 Home PA |
| 4 Brockway | |
| 5 DuBois | |
| 6 286 Clymer | |
| 9 Ringgold | |
| 10 Mahaffey | |
| 11 Shelocta | |
| 12 St. Marys | |

**** CUSTOMER STATEMENT ****

O'SHELL ENTERPRISES, RICK
RICH O'SHELL
P. O. BOX 301
IRVONA, PA

16656

Date	Cust. No.
02/20/2005	CL 4214

ACTIVITY DATE	TRX/CHK NBR	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
11/20/2005		PREVIOUS BALANCE					\$7107.20
11/21/2005	16468	DIESEL FUEL * PUNXY	34.0 GAL.	1.5610	56.20	21.88	\$78.08
11/24/2005	18827	DIESEL FUEL * CLEARFIELD	71.0 GAL.	1.5910	112.96	43.16	\$156.12
11/25/2005	18883	DIESEL FUEL * CLEARFIELD	60.3 GAL.	1.5910	95.94	36.66	\$132.60
11/24/2005	001297	PAYMENT THANK-YOU					\$1200.00 CR
11/25/2005	19949	DIESEL FUEL * CLEARFIELD	58.9 GAL.	1.5910	93.71	35.81	\$129.52
11/26/2005	20292	DIESEL FUEL * PUNXY	35.0 GAL.	1.5910	56.69	21.28	\$77.97
11/27/2005	21230	DIESEL FUEL * PUNXY	63.1 GAL.	1.5910	100.39	38.37	\$138.76
11/28/2005	21933	DIESEL FUEL * CLEARFIELD	65.5 GAL.	1.5910	104.21	39.82	\$144.03
11/29/2005	23521	PREMIUM GAS * CLEARFIELD	26.0 GAL.	1.6350	42.51	12.58	\$55.09
11/31/2005	23594	DIESEL FUEL * CLEARFIELD	58.7 GAL.	1.6110	94.57	35.68	\$130.25
12/01/2005	24614	DIESEL FUEL * CLEARFIELD	63.3 GAL.	1.5710	99.44	36.50	\$137.94
12/01/2005	00349	DIESEL FUEL * PUNXY	64.3 GAL.	1.5710	101.02	39.10	\$140.12
12/02/2005	01843	DIESEL FUEL * CLEARFIELD	71.3 GAL.	1.5710	112.01	43.36	\$155.37
12/03/2005	02236	DIESEL FUEL * PUNXY	61.4 GAL.	1.5510	95.23	37.33	\$132.56
12/04/2005	03301	DIESEL FUEL * PUNXY	40.7 GAL.	1.5510	63.13	24.74	\$87.87
12/05/2005	04278	DIESEL FUEL * CLEARFIELD	66.6 GAL.	1.5510	103.30	40.49	\$143.79
12/07/2005	04349	DIESEL FUEL * CLEARFIELD	62.5 GAL.	1.5510	96.94	38.00	\$134.94
12/07/2005	04856	DIESEL FUEL * PUNXY	57.9 GAL.	1.5410	89.22	35.21	\$124.43
12/08/2005	04484	DIESEL FUEL * CLEARFIELD	64.3 GAL.	1.5210	97.80	39.10	\$136.90
12/09/2005	07654	DIESEL FUEL * CLEARFIELD	65.5 GAL.	1.5210	99.63	39.82	\$139.45
12/10/2005	08237	DIESEL FUEL * PUNXY	77.3 GAL.	1.5410	119.12	47.00	\$166.12
12/11/2005	09011	DIESEL FUEL * CLEARFIELD	58.5 GAL.	1.5410	90.15	35.56	\$125.71
12/12/2005	10912	DIESEL FUEL * CLEARFIELD	64.6 GAL.	1.5910	102.78	39.27	\$142.05
12/14/2005	10996	DIESEL FUEL * CLEARFIELD	41.0 GAL.	1.5910	65.23	24.92	\$90.15
12/14/2005	12043	DIESEL FUEL * CLEARFIELD	60.1 GAL.	1.5910	79.71	30.45	\$110.16
12/15/2005	12438	DIESEL FUEL * PUNXY	62.1 GAL.	1.5610	96.94	37.75	\$134.69
12/16/2005	13374	DIESEL FUEL * PUNXY	35.0 GAL.	1.5610	54.64	21.28	\$75.92
12/17/2005	13788	DIESEL FUEL * CLEARFIELD	62.7 GAL.	1.5610	97.87	38.12	\$135.99



CARDLOCK FUELING

12475 Rte. 119 Hwy North
 Rochester Mills, PA 15771
 (724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|-----------|
| 1 Indiana | 13 Clearf |
| 2 Brookville | 15 Armagh |
| 3 Punxy. | 16 Home P |
| 4 Brockway | |
| 5 DuBois | |
| 6 286 Clymer | |
| 7 Ringgold | |
| 10 Mahaffey | |
| 11 Shelocta | |
| 12 St. Marys | |

**** CUSTOMER STATEMENT ****

O'SHELL ENTERPRISES, RICK
 RICH O'SHELL
 P. O. BOX 301
 IRVONA, PA

16656

Date
 02/20/2005

Cust. No.
 CL 4214

ACTIVITY	TRX/CHK			PRICE/		TOTAL	TOTAL
DATE	NBR	PRODUCT DESCRIPTION	QTY	UNIT	AMOUNT	TAXES	AMOUNT
02/17/2005	001309	PAYMENT THANK-YOU					\$1000.00
02/18/2005	14965	DIESEL FUEL * CLEARFIELD	70.2 GAL.	1.5910	111.69	42.60	\$154.37
02/19/2005	15457	DIESEL FUEL * PUNXY	73.8 GAL	1.5910	117.42	44.88	\$162.30
02/20/2005	002613	Finance Charge					\$73.61

TOTAL GALLONS

1607.6

BALANCE DUE....

\$9653.86

** A Diesel Discount Of \$116.31 May Be Deducted If RECEIVED In Our Office By 03/10/200
 For The Purchase Of 1661.60 Gallons At A Discount Rate Of \$.0700 Per Gallon

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
 (ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
 OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.

3746.86



CARDLOCK FUELING

12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|---------------|
| 1 Indiana | 13 Clearfield |
| 2 Brookville | 15 Armagh |
| 3 Punxy. | 16 Home Pk |
| 4 Brockway | |
| 5 DuBois | |
| 6 286 Clymer | |
| 9 Ringgold | |
| 10 Mahaffey | |
| 11 Shelocta | |
| 12 St. Marys | |

*** CUSTOMER STATEMENT ***

O'SHELL ENTERPRISES, RICK
RICH O'SHELL
P. O. BOX 301
IRVONA, PA

16656

Date
01/20/2006

Cust. No.
CL 4214

ACTIVITY DATE	TRX/CNK MSR	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
12/20/2004		PREVIOUS BALANCE					\$9530.36
12/22/2004	18158	DIESEL FUEL * BROCKWAY	72.3 GAL	1.6130	116.62	40.20	\$156.82
12/23/2004	19025	DIESEL FUEL * BROCKWAY	74.8 GAL	1.6130	120.65	41.59	\$162.24
12/27/2004	28769	DIESEL FUEL * BROCKWAY	58.8 GAL	1.5930	93.67	32.70	\$126.37
12/28/2004	22777	DIESEL FUEL * BROCKWAY	58.9 GAL	1.5430	92.05	32.75	\$124.81
12/29/2004	23719	DIESEL FUEL * BROCKWAY	70.1 GAL	1.5430	108.16	38.97	\$147.13
12/30/2004	24105	DIESEL FUEL * CLEARFIELD	68.9 GAL	1.5430	106.31	38.33	\$144.62
01/01/2005	25999	DIESEL FUEL * CLEARFIELD	66.9 GAL	1.5430	103.23	37.19	\$140.42
12/31/2004	001287	PAYMENT THANK-YOU					\$3500.00
01/10/2005	05773	DIESEL FUEL * PUNXY	59.6 GAL	1.5410	91.84	36.23	\$128.07
01/11/2005	07141	DIESEL FUEL * PUNXY	36.1 GAL	1.5410	55.63	21.95	\$77.58
01/12/2005	08053	DIESEL FUEL * PUNXY	72.1 GAL	1.5410	111.11	43.03	\$154.94
01/13/2005	08054	DIESEL FUEL * PUNXY	30.7 GAL	1.5410	47.31	18.66	\$65.97
01/13/2005	09250	DIESEL FUEL * WEST PENN	25.7 GAL	1.5410	39.60	15.62	\$55.22
01/13/2005	09251	DIESEL FUEL * WEST PENN	29.0 GAL	1.5410	44.69	17.64	\$62.33
01/17/2005	11724	DIESEL FUEL * PUNXY	25.0 GAL	1.5410	39.03	15.20	\$54.23
01/18/2005	12331	DIESEL FUEL * CLEARFIELD	58.3 GAL	1.5410	91.01	35.46	\$126.47
01/19/2005	13908	DIESEL FUEL * PUNXY	57.0 GAL	1.5410	88.98	34.66	\$123.64
01/20/2005	15393	DIESEL FUEL * WEST PENN	69.4 GAL	1.5410	108.33	42.19	\$150.52
01/20/2005	006882	Finance Charge					\$75.46

TOTAL GALLONS

933.6

BALANCE DUE....

\$7107.20

** A Diesel Discount Of \$65.35 May Be Deducted If RECEIVED In Our Office By 02/10/2006
For The Purchase Of 933.60 Gallons At A Discount Rate Of \$.0700 Per Gallon

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.

207684



CARDLOCK FUELING

12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|-----------|
| 1 Indiana | 13 Clearf |
| 2 Brookville | 15 Armagh |
| 3 Punxy. | 16 Home F |
| 4 Brockway | |
| 5 DuBois | |
| 6 286 Clymer | |
| 9 Ringgold | |
| 10 Mahaffey | |
| 11 Shelecta | |
| 12 St. Marys | |

**** CUSTOMER STATEMENT ****

O'SHELL ENTERPRISES, RICK
RICH O'SHELL
P. O. BOX 301
IRVONA, PA

Date
12/20/2004

Cust. No.
CL 4214

16656

ACTIVITY DATE	TRX/CHK NBR	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
11/20/2004		PREVIOUS BALANCE					\$9501.96
11/23/2004	19700	DIESEL FUEL * BROCKWAY	66.0 GAL	1.7430	115.04	36.69	\$151.73
11/25/2004	21158	DIESEL FUEL * CLEARFIELD	58.4 GAL	1.7130	100.04	32.47	\$132.51
11/26/2004	22085	DIESEL FUEL * CLEARFIELD	67.2 GAL	1.7130	115.11	37.36	\$152.47
11/24/2004	22167	DIESEL FUEL * BROCKWAY	33.7 GAL	1.7130	57.73	18.73	\$76.46
11/26/2004	22883	DIESEL FUEL * BROCKWAY	70.9 GAL	1.7130	121.45	39.42	\$160.87
11/27/2004	22905	DIESEL FUEL * BROCKWAY	70.6 GAL	1.7130	120.94	39.24	\$160.20
11/28/2004	23826	DIESEL FUEL * CLEARFIELD	66.7 GAL	1.7130	114.26	37.08	\$151.34
11/29/2004	23879	DIESEL FUEL * CLEARFIELD	73.6 GAL	1.7130	126.08	40.92	\$167.00
11/30/2004	24475	DIESEL FUEL * BROCKWAY	73.4 GAL	1.6930	124.27	40.81	\$165.08
12/03/2004	01781	DIESEL FUEL * CLEARFIELD	40.7 GAL	1.6030	65.24	22.62	\$87.86
12/04/2004	02603	DIESEL FUEL * BROCKWAY	60.4 GAL	1.6030	96.82	33.59	\$130.41
12/06/2004	04072	DIESEL FUEL * BROCKWAY	65.3 GAL	1.5430	100.76	36.31	\$137.07
12/07/2004	04974	DIESEL FUEL * BROCKWAY	70.9 GAL	1.5430	109.40	39.42	\$148.82
12/13/2004	09174	DIESEL FUEL * CLEARFIELD	66.2 GAL	1.6230	107.44	36.00	\$144.24
12/15/2004	11665	DIESEL FUEL * BROCKWAY	69.4 GAL	1.5730	109.17	38.58	\$147.75
12/15/2004	001270	PAYMENT THANK-YOU					\$4000.00
12/15/2004	12662	DIESEL FUEL * BROCKWAY	66.8 GAL	1.5730	105.08	37.15	\$142.23
12/16/2004	13748	DIESEL FUEL * BROCKWAY	75.2 GAL	1.5730	118.29	41.81	\$160.10
12/17/2004	14939	DIESEL FUEL * BROCKWAY	63.5 GAL	1.5730	99.89	35.30	\$135.19
12/18/2004	15006	DIESEL FUEL * BROCKWAY	64.7 GAL	1.5730	101.77	36.97	\$138.74
12/19/2004	15028	DIESEL FUEL * BROCKWAY	78.9 GAL	1.5730	124.11	43.87	\$167.98
12/20/2004	16762	DIESEL FUEL * BROCKWAY	41.0 GAL	1.6130	66.13	22.79	\$88.92
12/20/2004		Finance Charge					\$82.63

TOTAL GALLONS

1343.5

BALANCE DUE....

\$8530.36

** A Diesel Discount Of \$94.05 May Be Deducted If RECEIVED In Our Office By 01/10/2005
For The Purchase Of 1343.50 Gallons At A Discount Rate Of \$.0700 Per Gallon

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.

3028.50



CARDLOCK FUELING

12475 Rte. 119 Hwy North
Rochester Mills, PA 15771
(724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- | | |
|--------------|-----------|
| 1 Indiana | 13 Clearf |
| 2 Brookville | 15 Armagh |
| 3 Punky. | 16 Home P |
| 4 Brockway | |
| 5 DuBois | |
| 6 286 Clymer | |
| 9 Ringgold | |
| 10 Mahaffey | |
| 11 Shelocta | |
| 12 St. Marys | |

**** CUSTOMER STATEMENT ****

O'SHELL ENTERPRISES, RICK
RICH O'SHELL
P. O. BOX 301
IRVONA, PA

16656

Date
11/20/2004

Cust. No.
CL 4214

ACTIVITY DATE	TRX/CHK NBR	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
10/20/2004		PREVIOUS BALANCE					56711.67
10/22/2004	17875	DIESEL FUEL * CLEARFIELD	80.8 GAL.	1.8330	148.11	44.93	\$193.04
10/22/2004	19257	DIESEL FUEL * CLEARFIELD	59.2 GAL.	1.8330	108.51	32.91	\$141.42
10/25/2004	19370	DIESEL FUEL * CLEARFIELD	20.6 GAL.	1.8330	37.76	11.46	\$49.22
10/26/2004	20365	DIESEL FUEL * CLEARFIELD	67.9 GAL.	1.8430	125.14	37.76	\$162.90
10/27/2004	21499	DIESEL FUEL * CLEARFIELD	74.0 GAL.	1.8130	134.16	41.15	\$175.31
10/27/2004	22305	DIESEL FUEL * CLEARFIELD	74.7 GAL.	1.8130	135.43	41.53	\$176.96
10/28/2004	23117	DIESEL FUEL * DIMMICK'S	31.0 GAL.	1.7930	55.58	17.23	\$72.81
10/29/2004	24083	DIESEL FUEL * BROCKWAY	45.0 GAL.	1.7730	79.79	25.02	\$104.81
10/29/2004	24026	DIESEL FUEL * CLEARFIELD	61.4 GAL.	1.7730	108.86	34.14	\$143.00
10/30/2004	24910	DIESEL FUEL * CLEARFIELD	54.8 GAL.	1.7730	97.16	30.47	\$127.63
11/01/2004	24961	DIESEL FUEL * CLEARFIELD	76.4 GAL.	1.7730	135.46	42.48	\$177.94
11/01/2004	00561	DIESEL FUEL * BROCKWAY	57.4 GAL.	1.7930	102.92	31.92	\$134.84
11/02/2004	00580	DIESEL FUEL * BROCKWAY	37.5 GAL.	1.7930	67.24	20.85	\$88.09
11/03/2004	01602	DIESEL FUEL * BROCKWAY	63.9 GAL.	1.7630	112.66	35.53	\$148.19
11/03/2004	02561	DIESEL FUEL * BROCKWAY	40.6 GAL.	1.7630	71.40	22.52	\$93.92
11/04/2004	03457	DIESEL FUEL * CLEARFIELD	80.3 GAL.	1.7230	138.36	44.65	\$183.01
11/05/2004	04016	DIESEL FUEL * CLEARFIELD	74.4 GAL.	1.7230	128.39	42.36	\$169.55
11/06/2004	05644	UNLEADED GAS * CLEARFIELD	26.5 GAL.	1.4030	37.19	11.02	\$49.00
11/08/2004	05711	DIESEL FUEL * CLEARFIELD	67.6 GAL.	1.6030	108.77	37.50	\$146.27
11/08/2004	06733	DIESEL FUEL * CLEARFIELD	75.0 GAL.	1.6830	126.23	41.70	\$167.93
11/09/2004	001242	PAYMENT THANK-YOU					\$2200.00
11/09/2004	07446	DIESEL FUEL * BROCKWAY	79.0 GAL.	1.6830	132.96	43.93	\$176.89
11/10/2004	07496	DIESEL FUEL * BROCKWAY	66.6 GAL.	1.6830	112.09	37.03	\$149.12
11/11/2004	09124	DIESEL FUEL * CLEARFIELD	72.1 GAL.	1.6630	119.90	40.08	\$159.98
11/11/2004	10031	DIESEL FUEL * BROCKWAY	40.3 GAL.	1.7030	68.63	22.41	\$91.04
11/12/2004	10050	DIESEL FUEL * BROCKWAY	74.8 GAL.	1.7030	127.38	41.59	\$168.97
11/13/2004	11175	DIESEL FUEL * BROCKWAY	70.6 GAL.	1.7030	120.36	43.70	\$164.06
11/14/2004	11184	DIESEL FUEL * BROCKWAY	72.8 GAL.	1.7030	123.98	40.48	\$164.46



CARDLOCK FUELING

12475 Rte. 119 Hwy North
 Rochester Mills, PA 15771
 (724) 397-2400 • (800) 942-2214

SITE LOCATIONS

- 1 Indiana 13 Clearf
- 2 Brookville 15 Armagh
- 3 Punxy. 16 Home P
- 4 Brockway
- 5 DuBois
- 6 286 Clymer
- 7 Ringgold
- 10 Mahaffey
- 11 Shelocta
- 12 St. Marys

**** CUSTOMER STATEMENT ****

O'SHELL ENTERPRISES, RICK
 RICH O'SHELL
 P. O. BOX 301
 IRVONA, PA

16456

Date
 11/20/2004

Cust. No.
 CL 4214

ACTIVITY DATE	TRX/CHK NBR	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
11/13/2004	11889	DIESEL FUEL * CLEARFIELD	GAL.	1.7030			\$0.00
11/13/2004	11890	DIESEL FUEL * CLEARFIELD	74.2 GAL.	1.7030	127.38	41.59	\$168.97
11/15/2004	12604	DIESEL FUEL * BROCKWAY	71.2 GAL	1.6730	119.12	39.58	\$158.70
11/16/2004	13755	DIESEL FUEL * BROCKWAY	65.9 GAL	1.6730	110.25	36.64	\$146.89
11/17/2004	14769	DIESEL FUEL * BROCKWAY	92.8 GAL	1.6730	156.32	46.04	\$184.86
11/18/2004	15751	DIESEL FUEL * BROCKWAY	62.7 GAL	1.7030	106.78	34.86	\$141.64
11/19/2004	15814	DIESEL FUEL * BROCKWAY	64.8 GAL	1.7030	110.35	36.03	\$146.38
11/20/2004	17132	DIESEL FUEL * BROCKWAY	78.1 GAL	1.7030	133.00	43.43	\$176.43
11/20/2004	006201	Finance Charge					\$67.68
TOTAL GALLONS			2153.4	BALANCE DUE....		\$9501.86	

** A Diesel Discount Of \$148.88 May Be Deducted If RECEIVED In Our Office By 12/10/2004
 For The Purchase Of 2126.90 Gallons At A Discount Rate Of \$.0700 Per Gallon

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
 (ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
 OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.

4990.

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

WILLIAM G. SATTERLEE & SONS, INC.,
Plaintiff

vs.

RICK O'SHELL, TRADING AS
RICK O'SHELL ENTERPRISE,
Defendant

No. 05- 1569-CD

Type of Case: Civil

Type of Pleading: Praeipice for
Entry of Appearance

Filed on behalf of: Defendant,
Rick O'Shell

Counsel of Record for this
Party:
Andrew P. Gates, Esquire

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED ^{icc}
01/31/06
JAN 24 2006
Amy Gates
CR

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM G. SATTERLEE & SONS, INC.,
Plaintiff

vs.

RICK O'SHELL TRADING AS
RICK O'SHELL ENTERPRISE,
Defendant

:
:
:
:
:
:
:

Case No. 05 - 1569 - CD

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Please enter my appearance on behalf of Defendant, Rick O'Shell, trading as
Rick O'Shell Enterprise, in the aforementioned action.

GATES & SEAMAN

BY: 

Andrew P. Gates, Esquire

Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

Date: January 24, 2006

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
vs. : No. 05 - 1569 - CD
RICK O'SHELL TRADING AS :
RICK O'SHELL ENTERPRISE : STIPULATION AND JOINT
Defendant : PRAECIPE FOR ENTRY OF
JUDGMENT

Filed on Behalf of:
Plaintiff and Defendant

Counsel of Record for
Plaintiff:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

Counsel of Record for
Defendant:

Andrew P. Gates, Esquire
PA I.D. #36604

GATES & SEAMAN
Two North Front Street
P.O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED

JAN 25 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 05 - 1569 - CD
vs. :
:
RICK O'SHELL TRADING AS :
RICK O'SHELL ENTERPRISE :
Defendant :

STIPULATION AND JOINT PRAECIPE FOR ENTRY OF JUDGMENT

AND NOW comes Carl A. Belin, Jr., Attorney for Plaintiff William G. Satterlee & Sons, Inc. ("**Satterlee**"), and Andrew P. Gates, Attorney for Defendant, Rick O'Shell Trading As Rick O'Shell Enterprise ("**O'Shell**") and do hereby stipulate as follows:

1. that judgment shall be entered in the amount of \$9,846.65, plus interest at the rate of 18.5% per annum, and costs in the above-captioned action;

2. that the judgment shall not be enforced by execution so long as the following conditions are met by O'Shell:

(a) O'Shell agrees to pay Satterlee the sum of \$10,500.00 plus interest at the rate of 7.5% per annum. The additional \$500.00 would represent counsel fees which are

provided for under the terms of the Cardlock Agreement but which were not requested in the filed Complaint;

(b) O'Shell will begin making his monthly payments of \$500.00 per month on the 30th day of each month (1st payment to be made on or before January 30, 2006), and continue on or before the 30th day of each successive month until the sum of \$10,500.00, plus the agreed interest, has been paid in full;

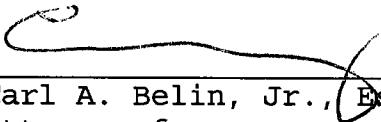
(c) If O'Shell should be late on any payment by more than twenty (20) days, the interest rate shall revert to 18.5% per annum and Satterlee will have the right to commence execution proceedings on the judgment it will have secured; and

(d) O'Shell shall have the right to prepay the principal plus accrued interest at any time, whereupon O'Shell shall not be liable for any further interest thereon.

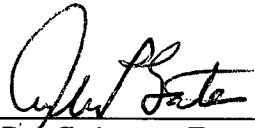
BELIN & KUBISTA

GATES & SEAMAN

By


Carl A. Belin, Jr., Esquire
Attorney for
William G. Satterlee &
Sons, Inc.

By


Andrew P. Gates, Esquire
Attorney for
Rick O'Shell Trading as
Rick O'Shell Enterprise

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
vs. : No. 05 - 1569 - CD
RICK O'SHELL TRADING AS :
RICK O'SHELL ENTERPRISE : JOINT PRAECIPE FOR
Defendant : ENTRY OF JUDGMENT

Filed on Behalf of:
Plaintiff and Defendant

Counsel of Record for
Plaintiff:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

Counsel of Record for
Defendant:

Andrew P. Gates, Esquire
PA I.D. #36604

GATES & SEAMAN
Two North Front Street
P.O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED ⁶² *Atty Belin*
pd. 20.00
01/31/30
JAN 25 2006 *4cc Atty Belin*
William A. Shaw *Notice to*
Prothonotary/Clerk of Courts *Atty Gates (Def)*
Statement to Atty

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

WILLIAM G. SATTERLEE & SONS, INC.,	:	
Plaintiff	:	
	:	No. 05 - 1569 - CD
vs.	:	
	:	
RICK O'SHELL TRADING AS	:	
RICK O'SHELL ENTERPRISE	:	
Defendant	:	

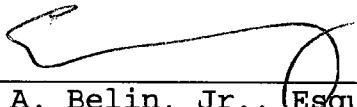
JOINT PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in favor of Plaintiff William G. Satterlee & Sons, Inc., and against Defendant, Rick O'Shell Trading As Rick O'Shell Enterprise, in the amount of \$9,846.65, plus interest in the amount of 18.5% per annum, attorneys fees and costs.

BELIN & KUBISTA

GATES & SEAMAN

By 
Carl A. Belin, Jr., Esquire
Attorney for
William G. Satterlee &
Sons, Inc.

By 
Andrew P. Gates, Esquire
Attorney for
Rick O'Shell Trading as
Rick O'Shell Enterprise

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

William G. Satterlee & Sons, Inc.

Vs.

No. 2005-01569-CD

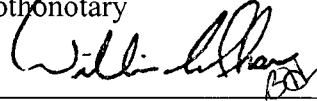
Rick O'Shell trading as Rick O'Shell Enterprise

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$9,846.65 on January 25, 2006.

William A. Shaw

Prothonotary

A handwritten signature in black ink, appearing to read 'William A. Shaw', is written over a horizontal line. The signature is stylized and cursive.

William A. Shaw

 COPY

 COPY

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

William G. Satterlee & Sons, Inc.
Plaintiff(s)

No.: 2005-01569-CD

Real Debt: \$9,846.65

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Rick O'Shell trading as
Rick O'Shell Enterprise
Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: January 25, 2006

Expires: January 25, 2011

Certified from the record this 25th day of January, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100892
NO: 05-1569-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: WILLIAM G. SATTERLEE & SONS, INC.
vs.
DEFENDANT: RICK O'SHELL TRADING AS RICK O'SHELL ENTERPRISE

SHERIFF RETURN

NOW, October 27, 2005 AT 1:36 PM SERVED THE WITHIN COMPLAINT ON RICK O'SHELL t/a RICK O'SHELL ENTERPRISE DEFENDANT AT 94 GILLEN LANE, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICK O'SHELL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BELIN	19768	10.00
SHERIFF HAWKINS	BELIN	19767	70.75

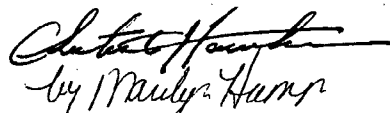
FILED

FEB 09 2006
0/8:45/0
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by *Maury Harris*
Chester A. Hawkins
Sheriff