

07-384-CD
Breamtek Assoc. vs P.S.I. Plus Inc.

Breamtek Assoc vs PSI Plus
2007-384-CD

Civil Other-COUNT

Date		Judge
3/13/2007	New Case Filed.	No Judge
	X Filing: Civil Complaint Paid by: Hopkins, David J. (attorney for Breamtek Associates, LLC) Receipt number: 1918022 Dated: 03/13/2007 Amount: \$85.00 (Check) 2CC atty.	No Judge
5/29/2007	X Entry of Appearance, filed on behalf of Defendant, enter appearance of James A. Naddeo, Esquire. 1CC Atty.	No Judge
	X Petition For Extension of Time, filed by s/ James A. Naddeo, Esquire. 2CC Atty	No Judge
5/31/2007	X Rule, this 30th day of May, 2007, upon consideration of the attached Petition for Extension of Time, a Rule is issued upon Plaintiff. Rule Returnable for written response on the 20th of June, 2007. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Naddeo	Fredric Joseph Ammerman
6/4/2007	X Certificate of Service, filed. That a certified copy of Petition for Extension of Time was served on David J. Hopkins Esq., on the 4th day of June 2007, filed by s/ James A. Naddeo Esq. 1CC Atty Naddeo.	Fredric Joseph Ammerman
6/22/2007	X Answer to Petition for Extension of Time, filed by s/ David J. Hopkins Esq. 1CC Atty Hopkins.	Fredric Joseph Ammerman
6/25/2007	Order, this 25 day of June, 2007, X 1. Defendant's Petition for Extension of Time is granted and Defendant shall have until July 10, 2007 to file an Answer to Plaintiff's Complaint. 2. In the event an Answer has not been filed by July 10, 2007, Plaintiff may file a default judgment against Defendant without further notice to the Defendant. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Hopkins	Fredric Joseph Ammerman
6/27/2007	X Answer and New Matter filed. By s/Trudy G. Lumadue, Esquire. 1CC Atty.	Fredric Joseph Ammerman
7/18/2007	X Answer to New Matter, filed by s/ David J. Hopkins, Esquire. No CC	Fredric Joseph Ammerman
9/13/2007	X Certificate of Service, filed. That a true and correct copy of Defendant's Response to Plaintiff's Request for Production of Documents was served on the 13th day of September 2007 to David J. Hopkins Esq., filed by s/ Trudy G. Lumadue Esq. No CC.	Fredric Joseph Ammerman
	X Certificate of Service, filed. That a true and correct copy of Defendant's Answers to Interrogatories was served on David J. Hopkins Esq., on the 13th day of September 2007, filed by s/ Trudy G. Lumadue Esq. No CC.	Fredric Joseph Ammerman
11/2/2007	X Motion For Partial Summary Judgment, filed by s/ David J. Hopkins, Esquire. No CC	Fredric Joseph Ammerman
	X Motion For Appointment of an Independent Auditor to Review the Books and Records of Defendant, filed by s/ David J. Hopkins, Esq. No CC	Fredric Joseph Ammerman
11/8/2007	X Scheduling Order, this 8th day of Nov., 2007, upon consideration of the Motion for Appointment of an Independent Auditor to Review the Books and Records of Defendant, Argument shall be held on the 19th day of Dec., 2007 at 9:00 a.m. in Courtroom 1, and notice of the entry of this order shall be provided to all parties by the moving party. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Hopkins	Fredric Joseph Ammerman
	X Scheduling Order, this 8th day of Nov., 2007, upon consideration of the Motion for Summary Judgment, it is Ordered that: Argument shall be held on the 19th day of Dec., 2007 at 9:00 a.m. in Courtroom 1, and notice of the entry of this order shall be provided to all parties by the moving party. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Hopkins	Fredric Joseph Ammerman

Case	Parties	Filing date	Judgment	Disposition	Disposition Date
2009-01148-CD	Hearn, Kasey Defendant Jersey Shore State Bank Plaintiff Pennsylvania Housing Finan Plaintiff Robinson, Joseph G. Defendant U.S. Bank National Associati Plaintiff	1/12/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: 94,078.05	Writ of Execution	1/12/2010
2009-01148-CD	Hearn, Kasey Defendant Jersey Shore State Bank Plaintiff Pennsylvania Housing Finan Plaintiff Robinson, Joseph G. Defendant U.S. Bank National Associati Plaintiff	1/12/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: 94,078.05	Open	1/12/2010
2009-01158-CD	First Horizon Home Loans Plaintiff First Tennessee Bank Natio Plaintiff Kawa, Michael R. Jr. Defendant	1/14/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: \$49,243.37 Amended Total per Court Order	Open	1/14/2010
2009-01332-CD	Chase Bank USA, N.A. Plaintiff First Commonwealth Bank Subject Flynn, Nicholas H. Defendant	1/13/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: \$9,013.71	Writ of Execution	1/13/2010
2009-01625-CD	Discover Bank Plaintiff Discover Financial Services, Plaintiff Feldman, Joseph C. Defendant Feldman, Robin Defendant	1/14/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: 15,077.13	Open	1/14/2010
2009-01748-CD	HSBC Bank Nevada, N.A. Plaintiff Nixon, Anthony W. Defendant	1/15/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: 1979.92	Open	1/15/2010

Civil Other-COUNT

Date		Judge
11/13/2007	~~X~~ Motion to Continue, filed by s/ David J. Hopkins, Esquire. No CC	Fredric Joseph Ammerman
11/15/2007	~~X~~ Order, this 14th day of Nov., 2007, argument scheduled for Dec. 19, 2007 shall be rescheduled for the 4th day of Jan., 2008 at 9:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Hopkins	Fredric Joseph Ammerman
11/26/2007	~~X~~ Answer to Motion for Appointment of an Independent Auditor, filed by s/ James A. Naddeo Esq. 1CC Atty Lumadue.	Fredric Joseph Ammerman
12/3/2007	~~X~~ Response to Motion For Summary Judgment, filed by s/ James A. Naddeo, Esquire. 1CC Atty. Naddeo	Fredric Joseph Ammerman
1/9/2008	~~X~~ Order, this 4th day of Jan., 2008, Counsel for the parties shall submit appropriate brief relative the Motion for Summary Judgment within no more than 20 days from this date. The Motion for Appointment of Independent Auditor is dismissed, without prejudice. By The Court /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Hopkins, Naddeo	Fredric Joseph Ammerman
1/22/2008	~~X~~ Petition to Consider after Discovered Evidence and for Extension of Time within which to File Brief, filed by Atty. Lumadue 2 Cert. to Atty.	Fredric Joseph Ammerman
1/28/2008	~~X~~ Order, this 25th day of Jan., 2008, Defendant's Petition to Consider After Discovered Evidence is Granted. Defendant's Petition for Extension of Time within which to File Brief is Granted. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Atty. Lumadue	Fredric Joseph Ammerman
1/29/2008	~~X~~ Certificate of Service, filed. That a certified copy of Petition to Consider After Discovered Evidence and For Extension of Time Within Which to File Brief was served on Davis J. Hopkins Esq by first class mail on the 29th day of January 2008, filed by s/ Trudy G. Lumadue Esq. No CC.	Fredric Joseph Ammerman
2/15/2008	~~X~~ Answer to Petition to Consider After Discovered Evidence and for Exrtension of Time Within Which to File Brief, filed by s/ David J. Hopkins Esq. 1CC Atty Hopkins.	Fredric Joseph Ammerman
2/21/2008	~~X~~ Affidavit of John Seaman, filed by s/ David J. Hopkins, Esquire. 1CC Atty. Hopkins	Fredric Joseph Ammerman
6/9/2008	~~X~~ Opinion and Order: NOW, this 5th day of June, 2008, Plaintiff's Motion for Summary Judgment is DENIED as to Categories 2 and 3 and Granted as to Category 1. With regard to Category 1 sales, the Motion for Summary Judgment is Granted in the amount of \$7,204.69, which represents the amount of commission due to the Plaintiff for Category one sales. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Attys: Hopkins, Naddeo; 1CC D. Mikesell; 1CC Law Library (without memo)	Fredric Joseph Ammerman
7/11/2008	~~X~~ Notice of Intent to Serve Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.21, filed by s/ David J. Hopkins, Esquire.	Fredric Joseph Ammerman
4/1/2009	Filing: Subpoena Paid by: Hopkins, David J. (attorney for Breamtek Associates, LLC) Receipt number: 1928781 Dated: 4/1/2009 Amount: \$3.00 (Check) For: Breamtek Associates, LLC (plaintiff)	Fredric Joseph Ammerman
4/21/2009	~~X~~ Notice of Intent to Serve Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.21, filed by s/ David J. Hopkins Esq. No CC.	Fredric Joseph Ammerman
5/5/2009	~~X~~ Objection to Service of Subpoena, filed by s/ Trudy G. Lumadue Esq. 2CC Atty.	Fredric Joseph Ammerman
6/25/2009	~~X~~ Answer to Objection to Service of Subpoena, filed by s/ David J. Hopkins Esq. No CC.	Fredric Joseph Ammerman

Case	Parties	Filing date	Judgment	Disposition	Disposition Date
2009-01749-CD	HSBC Bank Nevada, N.A. Plaintiff Kistler, Richard Defendant	1/15/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: 3567.92	Open	1/15/2010
2009-01782-CD	HSBC Bank Nevada, N.A. Plaintiff Trinidad, Todd C Defendant	1/15/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: 4058.06	Open	1/15/2010
2009-01994-CD	Beneficial Consumer Discou Plaintiff Beneficial Mortgage Co. of P Plaintiff Gray, Jean Defendant Gray, Mary Margaret Defendant Real Owner Defendant Unknown heirs of Mary Marg Defendant	1/15/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: 46,250.14	Open	1/15/2010
2009-02048-CD	Midland Funding LLC Plaintiff Northwest Savings Bank Subject	1/15/2010	DJ Transcript Judgme In favor of: Plaintiff Judgment amount or comment: Attachment Dissolved against Northwest Savings Bank ONLY	Attachment Diss	1/15/2010
2009-02093-CD	Ocwen Loan Servicing, LLC Plaintiff Pedersen, James M. Defendant Pedersen, Jane C. Defendant The Bank Of New York Melle Plaintiff Trustee for the Structured As Plaintiff	1/15/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: 34,767.25	Writ of Executio	1/15/2010
2009-02093-CD	Ocwen Loan Servicing, LLC Plaintiff Pedersen, James M. Defendant Pedersen, Jane C. Defendant The Bank Of New York Melle Plaintiff Trustee for the Structured As Plaintiff	1/15/2010	Default Judgment In favor of: Plaintiff Judgment amount or comment: 34,767.25	Open	1/15/2010

Civil Other-COUNT

Date		Judge
8/10/2009	☒ Certificate of Readiness for Jury Trial, filed by s/ David J. Hopkins, Esquire.	Fredric Joseph Ammerman
8/14/2009	☒ Motion to Strike Case from Trial List, filed by Atty. Lumadue 1 Cert. to Atty.	Fredric Joseph Ammerman
8/18/2009	☒ Order, AND NOW, this 17th day of August, 2009, upon consideration of the Motion to Strike Case from Trial List, Order that this case will be heard the 22nd day of September, 2009, at 10:00 a.m. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney Lumadue	Fredric Joseph Ammerman
8/20/2009	☒ Certificate of Service, filed. That a certified copy of Order of Court entered August 17, 2009 was served on the 20th day of August 2009 by first class mail to David J. Hopkins Esq., filed by s/ Trudy G. Lumadue Esq. 1CC Atty Lumadue.	Fredric Joseph Ammerman
9/22/2009	☒ Answer to Motion to Strike Case from Trial List, filed by s/ David J. Hopkins, Esquire. No CC	Fredric Joseph Ammerman
9/24/2009	☒ Order, this 22nd day of Sept., 2009, Motion to Strike from Trial List is DENIED. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Hopkins, Naddeo	Fredric Joseph Ammerman
1/5/2010	☒ Stipulation, signed by David J. Hopkins, Esquire, and Trudy G. Lumadue, Esquire. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1/5/2010. 2CC Attys: Hopkins, Lumadue	Fredric Joseph Ammerman
	☒ Praecipe to Substitute Appearance, withdraw appearance of Trudy G. Lumadue on behalf of Defendant, and substitute the Appearance of James A. Naddeo, Esquire. Filed by s/ Trudy G. Lumadue, Esquire. 2CC Atty. Lumadue	Fredric Joseph Ammerman
1/14/2010	☒ Amended Complaint, filed by s/ David J. Hopkins, Esquire. 2CC Atty. Hopkins	Fredric Joseph Ammerman

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

FILED

JAN 08 2010

01/31/10

William A. Shaw
Prothonotary/Clerk of Courts

1 sent to
PUPP

Esther Lee Downs

Plaintiff

vs.

Thomas James Downs

Defendant

No. 2010-51-CD

TYPE OF CASE: CUSTODY

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF:

Name: Esther L. Downs

Address: PO Box 21
Shawville PA 16873

Telephone #: (814) 765-4505

Children:

Name (s)	Age	Date of Birth
<u>Thomas James Downs JR.</u>	<u>17mths.</u>	<u>5/29/08</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007 - 384- C.D.

Type of Pleading: Complaint

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED Att. pd.
0/9:50/30 085.00
MAR 13 2007
(LM) 2cc Att. J
William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,	:		
Plaintiff	:		
	:		
vs.	:	No. 2007	C.D.
	:		
P.S.I. PLUS, INC.,	:		
Defendant	:		

NOTICE

TO DEFENDANT:

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.

Office of the Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641

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

BREAMTEK ASSOCIATES, LLC,	:		
Plaintiff	:		
	:		
vs.	:	No. 2007	C.D.
	:		
P.S.I. PLUS, INC.,	:		
Defendant	:		

COMPLAINT

AND NOW, comes Plaintiff, BreamTek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Complaint against Defendant, P.S.I. Plus, Inc., and in support thereof says as follows:

COUNT I - CONTRACT

1. Plaintiff, BreamTek Associates, LLC, is a Pennsylvania limited liability company maintaining a principal business address at 228 Buskirk Road, Falls Creek, Pennsylvania 15840.
2. Defendant, P.S.I. Plus, Inc. is a Connecticut corporation maintaining a principal business address at 10 Bevin Road, East Hampton, Connecticut 06424.
3. This action centers upon commissions due and owing Plaintiff from Defendant. At all material times, Defendant has mailed commission checks to Plaintiff at its operating addresses, and as a result thereof, venue is proper in the Commonwealth of Pennsylvania.
4. On December 24, 2004, Plaintiff and Defendant entered into a Sales Representation Agreement, a photocopy of which is attached hereto as Exhibit "A" and incorporated as if set forth at length.

5. The Sales Representation Agreement provided the agreement could be terminated with or without cause by either party with sixty (60) days written notice. The agreement further provided, "In the event the Agreement is terminated by either party, after the first year, P.S.I. [Defendant] will continue to pay BTA [Plaintiff] commissions only, for all sales booked for BTA accounts, for the twelve (12) months from the termination date".

6. By letter dated January 20, 2006, Plaintiff terminated the Sales Representation Agreement effective January 31, 2006. See Exhibit "B".

7. Defendant has paid Plaintiff some commissions pursuant to the Sales Representation Agreement; however, Defendant has not provided purchase order copies and has only provided some invoice copies to Plaintiff. Defendant is indebted to Plaintiff for additional sales commissions due.

8. Plaintiff believes and therefore avers Defendant owes Plaintiff \$25,000.00 in sales commissions that have been unpaid.

9. Plaintiff has made demand upon Defendant but Defendant has refused to make payments.

10. The actions of Defendant constitute breach of contract for which Plaintiff has suffered damages of \$25,000.00.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant, P.S.I. Plus, Inc. in the amount of \$25,000.00 together with cost of suit, pre-judgment interest, post judgment interest and such other and further relief as the Court deems fair, just and equitable.

COUNT II - UNJUST ENRICHMENT

11. Plaintiff repeats the allegations of Count I as if set forth at length herein.
12. Plaintiff provided sales representation services to Defendant that included obtaining buyers for Defendant's cylinder products and services.
13. As a result of the sales efforts by Plaintiff, Defendant has received and accepted orders for its cylinder products and services.
14. To the best knowledge, information and belief of Plaintiff, Defendant has delivered and/or will deliver cylinder goods and services to customers and Defendant has been or will be paid for said products and services. However, Defendant has not fully paid Plaintiff.
15. The actions of Defendant have caused Defendant to be unjustly enriched at the expense of Plaintiff in the amount of \$25,000.00.

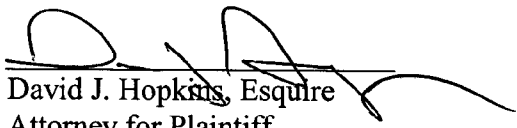
WHEREFORE, Plaintiff demands judgment in its favor against Defendant, P.S.I. Plus, Inc. in the amount of \$25,000.00 together with costs of suit, pre-judgment interest, post judgment interest and such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff, by its undersigned counsel, hereby demands a trial by jury.

Respectfully submitted,

HOPKINS HELTZEL LLP

By: 

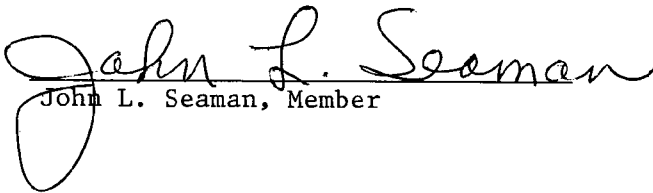
David J. Hopkins, Esquire
Attorney for Plaintiff
100 Meadow Lane, Suite 5
DuBois, PA 15801

VERIFICATION

With full understanding that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities, I verify that the statements made in this pleading are true and correct.

BreamTek Associates, LLC

Dated: March 8, 2007


John L. Seaman, Member

SALES REPRESENTATION AGREEMENT

This Agreement is made as of December 24, 2004 between P.S.I. Plus, Inc. (PSI), a Connecticut Corporation and BreamTek Associates, LLC (BTA), a Pennsylvania Limited Liability Company.

Principal: P.S.I. Plus, Inc., P.O. Box 147, 10 Bevin Road, East Hampton, CT 06424.

Representative: BreamTek Associates, LLC, 228 Buskirk Road, Falls Creek, PA 15840.

Appointment: PSI appoints BTA as their exclusive representative for PSI Cylinder products and services. Exclusion from the appointment are existent products sold to PSI House Accounts, as designated by account, address and products sold in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

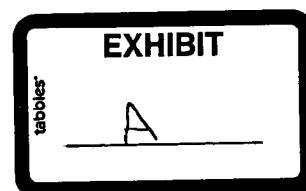
PSI House Accounts:

<u>Accounts</u>	<u>Address</u>	<u>Cyl. P/N</u>
1) Airgas Puritan	Ontario, CA	1) ND, ED, ED-1, RD, RD-1, YD, FD, GD, KD
2) Airgas Puritan	Linthicum Hts., MD	2) RD
3) Airgas Puritan	Lenexa, KS	3) FD, YD, KD
4) Airgas Puritan	Marlborough, MA	4) ED, YD
5) Heath Consultants	Houston, TX	
6) Environ Products	Smithfield, NC	
7) MIT	Cambridge, MA	

Independent Contractor: BTA is an independent contractor.

Commission: PSI will pay a 5% commission on all invoices to all BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

Commission Payment: PSI will pay BTA commissions within 7 days of PSI's receipt of customer payment. PSI will provide with the commission payment a statement including account, invoice number and amount, customer payment date and commission amount.



Expenses: PSI to provide BTA \$1200 monthly, for the first 12 months, to defray BTA's sales & marketing travel, communications and sales office administrative expenses, payable by PSI on the 15th day of each month.

Plant Visit Expenses: PSI will reimburse BTA for travel expenses incurred in conjunction with PSI Plant visits.

Terms of Agreement: One year, automatically renewable for one-year periods.

Termination of Agreement: This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date.

Marketing Materials and Sales Documents:

PSI will provide BTA with necessary marketing and sales materials and literature such as letterheads, stationery, business cards, and web page access, to be used in promotion of PSI cylinder sales. PSI will and BTA will provide copies of proposals, purchase orders, invoices, quotations and correspondence related to customers. PSI and BTA will share pertinent account personnel and marketing information. BTA will assist PSI and/or coordinate development of quotations and sales materials.

Pricing and Sales Order Acceptance:

PSI has the exclusive right to set pricing terms for all sales orders. PSI also has the exclusive right to accept sales. BTA will participate with assistance and advice in these matters, utilizing market experience and intelligence gained through market contact.

IN WITNESS WHEREOF, PSI and BTA have executed this Agreement, effective on the date first above written.

P.S.I. Plus, Inc.

By: [Signature]

BreamTek Associates, LLC

By: [Signature]

Hard copy in the mail

BreamTek Associates, LLC

203 Roselle Drive
Apollo, PA 15613.
Phone (724) 727-2095
Email jlscaman1@comcast.net

February 9, 2007

Mr. Douglas Dilla
P.S.I. Plus, Inc.
10 Bevin Road
East Hampton, CT 06424

Subject: Sales Representative Agreement

Dear Doug:

Per the terms and conditions, as established, in the Sales Representation Agreement, dated December 24, 2004, by and between P.S.I. Plus, Inc. and BreamTek Associates, LLC, there are known numerous invoices and purchase orders, from multiple accounts, of which P.S.I. Plus has not provided copies to Breamtek Associates, LLC and has not paid commissions due and owing to BreamTek Associates, LLC.

In reiteration of key terms and conditions of the Sales Representation Agreement:

Commission: PSI will pay a 5% commission on all invoices to all BTA accounts, regardless of manner in which purchase orders were received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

PSI House Accounts:

<u>Accounts</u>	<u>Address</u>	<u>Cyl. P/N</u>
1) Airgas Puritan	Ontario, CA	1) ND, ED, ED-1, RD, RD1, YD, FD, GD, KD
2) Airgas Puritan	Linthicum Hts., MD	2) RD
3) Airgas Puritan	Lenexa, KS	3) FD, YD, KD
4) Airgas Puritan	Marlborough, MA	4) ED, YD
5) Heath Consultants	Houston, TX	
6) Environ Products	Smithfield, NC	
7) MIT	Cambridge, MA	

Commission Payment:

PSI will pay BTA commissions within 7 days of PSI's receipt of customer payment. PSI will provide with the commission payment a statement including account, invoice number and amount, customer payment date and commission amount.

Termination of Agreement:

This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first 12 months, PSI will compensate BTA \$1500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date.

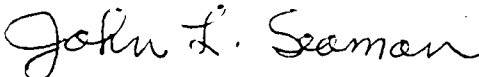
In conjunction with the Sales Representation Agreement and BreamTek Associates, LLC termination letter dated January 20, 2006, P.S.I Plus commission payment obligation will continue for all purchase orders dated on or before January 31, 2007, until the P.S.I. Plus, Inc. payment obligation to BreamTek Associates, LLC is satisfied in its entirety.

Accordingly, BreamTek Associates, LLC respectfully requests P.S.I. Plus, Inc. provide the following to BreamTek Associates, LLC, 203 Roselle Drive, Apollo, PA 15613, by U.S. mail, no later than February 28, 2007:

- 1) Copies of all purchase orders received by P.S.I. Plus, Inc., for BreamTek Associates, LLC accounts through January 31, 2007.
- 2) Copies of all invoices issued by P.S.I. Plus, Inc. to BreamTek Associates, LLC accounts.
- 3) Complete, full and truthful accounting of all purchase orders received through January 31, 2007, and for all invoices issued by P.S.I. Plus, Inc., for BreamTek Associates, LLC accounts.
- 4) P.S.I. Plus, Inc. commission(s) payment to BreamTek Associates, LLC, for all current and past due commissions, due and owing to BreamTek Associates LLC.
- 5) P.S.I. Plus, Inc. continuing commission(s) payments to BreamTek Associates, LLC, until P.S.I. Plus, Inc. obligation is satisfied in its entirety.

Thank you for your considerations.

Sincerely,



John L. Seaman
BreamTek Associates, LLC.

Enc. Sales Representation Agreement
Termination Letter

BreamTek Associates, LLC

203 Roselle Drive
Apollo, PA 15613
Phone (724) 727-2095
Fax (724) 727-2096
Email seaman@highvision.net

January 20, 2006

Mr. Douglas Dilla
P.S.I. Plus, Inc.
10 Bevin Road
East Hampton, CT 06424

Dear Doug:

BreamTek Associates, LLC, is hereby severing its relationship with P.S.I. Plus, Inc., pursuant to the Sales Representation Agreement, dated December 24, 2004, by and between BreamTek Associates, LLC and P.S.I. Plus, Inc. Termination of Agreement paragraph: "This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date". In lieu of the sixty (60) days written notice, as so stipulated in the Sales Representation Agreement, and in conjunction with the January 19, 2006 teleconference and mutual agreement between Doug Dilla (PSI) and John Seaman (BTA), the effective date of termination will hereby be January 31, 2006.

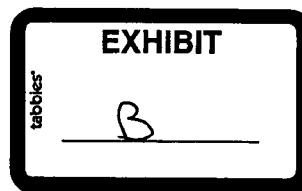
Pursuant to the terms and conditions set forth in the Sales Representation Agreement, Commission paragraph: "PSI will pay a 5% commissions on all invoices to all BTA accounts regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts. Exception is PSI will pay commissions to BTA for all paint ball and CO2 propellant gas accounts, serviced and or formally serviced by Scott companies, including National Paint Ball Company, as stipulated in the Sales Representative Agreement "Addendum" dated September 23, 2005. Pursuant to the terms and conditions of Commission Payment paragraph: "PSI will pay BTA commissions within 7 days of PSI's receipt of customer payment. PSI will provide with the commission payment a statement including account, invoice number and amount, customer payment date and commission amount". For accounting purposes, as stipulated in Agreement, PSI will provide BTA copies of all purchase orders and invoices pertinent to the Agreement. P.S.I. Plus commission payment obligation will continue for all purchase orders dated on or before January 31, 2007, until the P.S.I. Plus, Inc. payment obligation to BreamTek Associates, LLC is satisfied in its entirety.

Please direct any and all correspondence concerning this matter to the undersigned.

Sincerely,

BreamTek Associates, LLC

By: John L. Seaman



William A. Shaw
Prothonotary/Clerk of Courts

1 CC AHz
(6K)

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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*
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*
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*

No. 07-384-CD

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of the Defendant,
P.S.I. Plus, Inc., in the above-captioned matter.

NADDEO & LEWIS, LLC

By



James A. Naddeo
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Entry of Appearance was served on the following
and in the following manner on the 29th day of May, 2007:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

V.

No. 07-384-CD

P.S.I. PLUS, INC.,
Defendant

Type of Pleading:

PETITION FOR EXTENSION OF TIME

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

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

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

Dated: May 29, 2007

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

FILED

0 3:38 p.m. 6K

MAY 29 2007 2cc APY

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

RULE

AND NOW, this 30 day of May, 2007, upon consideration of the attached Petition for Extension of Time, a Rule is hereby issued upon Plaintiff to Show Cause why the Petition should not be granted. Rule Returnable for written response on the 20th of June, 2007.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION, YOU MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Market Street
Clearfield, PA 16830
(814) 765-2641

BY THE COURT,


Judge

FILED ^{2cc}
9/3/2007 ^{Att}
MAY 31 2007 ^{Added}

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,	*	
Plaintiff	*	
	*	
v.	*	No. 07-384-CD
	*	
P.S.I. PLUS, INC.,	*	
Defendant	*	

PETITION FOR EXTENSION OF TIME

Defendant, P.S.I. Plus, Inc., by its undersigned attorney respectfully petitions this court pursuant to Pa. R.C.P. 1003 and 248 for an extension of time within which to plead to plaintiff's complaint, for the following reasons:

1. Plaintiff commenced this action by complaint filed on March 13, 2007.

2. Thereafter the complaint was served by certified mail to defendant at the address of 10 Bevin Road, East Hampton, Connecticut 06424.

3. That the defendant's counsel in Connecticut attempted to contact plaintiff's counsel regarding obtaining an extension of time within which defendant could file its answer to the complaint filed by plaintiff.

4. After no stipulated extension from plaintiff could be obtained by counsel in Connecticut, defendant contacted local counsel, James A. Naddeo, to represent its interests.

5. That undersigned counsel was contacted by defendant on Friday, May 25, 2007 and on the same date a copy of the complaint filed by plaintiff was forwarded to the undersigned counsel.

6. That when defendant forwarded the complaint to the undersigned counsel on May 25, 2007, the time within which defendant was required to plead to plaintiff's complaint had already expired.

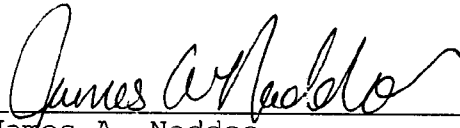
7. That defendant therefore requires and respectfully requests this Court grant it additional time to answer plaintiff's complaint.

8. That plaintiff will not be prejudiced by any delay in filing the defendant's pleading as requested, inasmuch as the same will be filed within a reasonable time from the filing of plaintiff's complaint (defendant's pleading will be filed within approximately 65 days total from said filing of plaintiff's complaint) and no evidence or witnesses will be effected by granting the extension.

9. That specifically defendant respectfully requests this Court extend defendant's time to file an answer or responsive pleading to plaintiff's complaint to no later than 20 days from today's date.

WHEREFORE, defendant respectfully requests that this Court enter an order pursuant to Pa. R.C.P. 1003 and 248 extending the time for pleading to plaintiff's complaint and permit defendant to plead to plaintiff's complaint within 20 days of today's date.

NADDEO & LEWIS, LLC

By 
James A. Naddeo
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

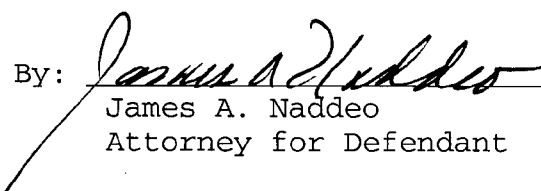
I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Petition for Extension of Time was served on the
following and in the following manner on the 4th day of June,
2007:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Answer to Petition
for Extension of Time

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED 1 cc AHly
0/9: 20 um (SM) Hopkins
JUN 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

:
:
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:
:
:

No. 2007-384- C.D.

ANSWER TO PETITION FOR EXTENSION OF TIME

AND NOW, comes Plaintiffs, Bremtek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Answer to Defendant's Petition for Extension of Time and says as follows:

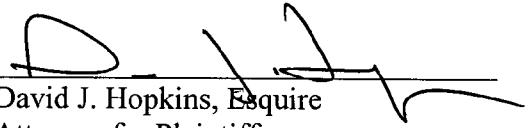
1. Admitted.

2. Admitted.

3. Plaintiff has no objection to a generally reasonable period of time to file an Answer. Defendant has had over ninety (90) days to file an answer and has failed to do so. Plaintiff suggests Defendant be given until July 10, 2007 to file an Answer. In the event an Answer is not filed, then Plaintiff should be able to obtain a default judgment without giving an additional 10 day Notice (Pa.R.C.P. 237.1). A proposed form of Order is attached hereto.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY: 

David J. Hopkins, Esquire
Attorney for Plaintiff

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

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No. 2007-384- C.D.

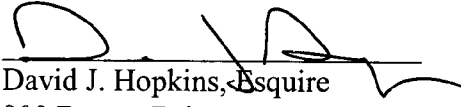
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to Petition for Extension of Time, filed on behalf of Plaintiff, Breamtek Associate, LLC, was served on the 21st day of June, 2007, on all counsel of record by first-class mail, postage prepaid addressed as follows:

James A. Naddeo, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP

Dated: June 21, 2007


David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

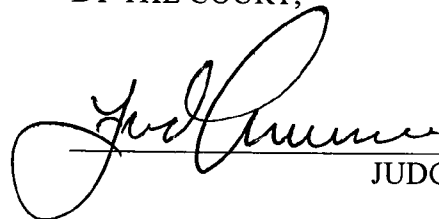
No. 2007-384- C.D.

ORDER

AND NOW, this 25 day of June, 2007, upon consideration of Defendant's Petition for Extension of Time Pursuant to Pa.R.C.P. 1003 and 248 and Plaintiff answer to Defendant's Petition, it is hereby ORDERED and ADJUDGED as follows:

1. Defendant's Petition for Extension of Time is granted and Defendant shall have until July 10, 2007 to file an Answer to Plaintiff's Complaint.
2. In the event an Answer has not been filed by July 10, 2007, Plaintiff may file a default judgment against Defendant without further notice to the Defendant.

BY THE COURT,


JUDGE

FILED *1cc Amy*
012:19/04
JUN 25 2007 *Hopkins*
CK

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

No. 07-384-CD

Type of Pleading:

ANSWER AND NEW MATTER

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

&

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

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

Dated: June 27, 2007

FILED
013.3264
JUN 27 2007

icc

Attg

(SK)

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

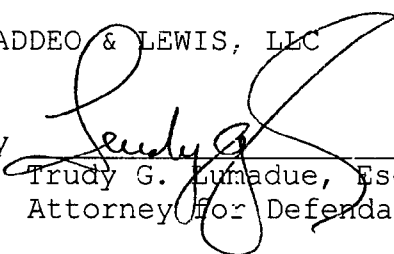
NOTICE TO PLEAD

TO THE PLAINTIFF:

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

NADDEO & LEWIS, LLC

By


Trudy G. Lunadue, Esquire
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,	*	
Plaintiff	*	
	*	
v.	*	No. 07-384-CD
	*	
P.S.I. PLUS, INC.,	*	
Defendant	*	

ANSWER AND NEW MATTER

Defendant, P.S.I. Plus, Inc., by its attorney, Trudy G. Lumadue, Esquire, files the following Answer and New Matter and avers as follows:

COUNT I - CONTRACT

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. No answer is required the Sales Representation Agreement (hereinafter "Agreement") speaks for itself and Defendant respectfully requests this Court allow the Agreement to do so.
6. Admitted.
7. Denied as stated in part and specifically denied in part. It is denied as stated, that Defendant has paid "some" commissions pursuant to the Sales Representation Agreement. To the contrary Defendant has paid all commissions due and payable to Plaintiff. It is specifically denied that Defendant has not provided purchase order copies and has only provided some invoice

copies to Plaintiff. It is denied that Defendant is indebted to Plaintiff for additional sales commissions due. To the contrary, Defendant has paid in full all commissions due and payable to Plaintiff. In further answer thereto, Defendant incorporates its New Matter as if set forth in full herein.

8. Denied. To the contrary Defendant has paid all sales commissions due and payable to Plaintiff pursuant to the Agreement. In further answer thereto, Defendant incorporates its New Matter as if set forth in full herein.

9. Denied that Plaintiff has made a demand for any commission, which Defendant has not already made payment. To the contrary, Plaintiff requested commissions due pursuant to the Agreement and all such commissions due have been paid by Defendant. In further answer thereto, Defendant incorporates its New Matter as if set forth in full herein.

10. Denied. The allegations contained in paragraph ten are conclusions of law to which no responsive pleading or answer is required under the Pennsylvania Rules of Civil Procedure and the same are therefore denied.

WHEREFORE, Defendant respectfully requests that judgment be entered in its favor and against the Plaintiff.

COUNT II - UNJUST ENRICHMENT

11. Defendant incorporates by reference its answers to paragraphs one through ten above as if set forth at length herein.

12. Admitted that Plaintiff provided sales representation services to Defendant. In further answer thereto, Defendant paid Plaintiff a sum of \$1500.00 per month for its services and its expenses.

13. Admitted.

14. Admitted in part, denied in part. Admitted that Defendant has delivered cylinder goods and services to customers and has been paid for said products and services. Denied that Defendant has not fully paid Plaintiff. In further answer thereto, Defendant incorporates New Matter as set forth below as if set forth in full herein.

15. Denied. The allegations contained in paragraph fifteen are conclusions of law to which no responsive pleading or answer is required under the Pennsylvania Rules of Civil Procedure and the same are therefore denied. In further answer thereto, the amount averred is specifically denied, and proof is demanded at trial.

WHEREFORE, Defendant respectfully requests that judgment be entered in its favor and against the Plaintiff.

NEW MATTER

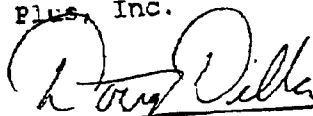
16. Defendant incorporates by reference its answers to paragraphs one through fifteen above as if set forth in full herein.

VERIFICATION

I, Doug Dilla, verify that I am the President of P.S.I. Plus, Inc. and that I am authorized to execute this verification and further that the statements made in the foregoing Answer and New Matter are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

P.S.I. Plus, Inc.

By:


Doug Dilla
Defendant

Dated:

6/26/07

Please confirm PO

Forwarded by John Benhard/Development/PA03/SSG on 09/29/2005 03:44 PM



Scott Medical Products

6097 Easton Road, Building 3, Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 786-7250
www.scottgas.com

Purchase Order

Vendor Code: 008799
Vendor: P S I. Plus, Inc

Date Created: 09/29/2005

Purchase Order No.

No. 03-6110

10 Revin Road
E. Hampton CT 06124
USA
(860) 267-6667
Fax: (860) 267-9529

Certs Required: Yes
MSDS Required: No

Scott Account Number:

Account Rep: Open

BILL TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

SHIP TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

Deliver To: Jim Martin/Manufacturing/PA03/SSG

PFD-5/8"

Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	FD Cylinder 5/8"	0305FD	0305PFD	8.11	1000	ea	\$8110.00	02/18/08	0331-123
2	8D Cylinder 5/8"	03058D	0305P8D	\$8.9600	1000	ea	\$8960.00	12/23/06	0331-123
3	8D Cylinder 5/8"	03058D	0305P8D	\$8.9600	1200	ea	\$11952.00	02/20/06	0331-123
Grand Total:							\$30022.00		

PO contingent upon PSI's written verification of TC approval

PGD-5/8"

9.96

per IS 11/1/06

Purchasing Terms and Conditions

1000

2200

Shipped

FD

GD

6674 12/08/05 10 267
6689 11/06/06 100 367
6738C 3/13/06 - 100
6761B 4/07/06 - 200
6799B 5/23/06 - 100
6806 5/26/06 - 5
6818B 6/16/06 - 125
6851B 8/17/06 - 175
6857B 8/18/06 597 964

964

Called
Complete
8/18/06

Exhibit "A"

----- Forwarded by John Benhardt/Development/PA03/SSG on 09/29/2005 03:48 PM -----



Scott Medical Products

6097 Easton Road Building 3 Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 786-7250
www.scottges.com

Purchase Order

Vendor Code: 008799 Date Created: 09/29/2005 Purchase Order No. 03-6111
Vendor: P.S.I. Plus, Inc.
10 Bevin Road
E Hampton CT 06424
USA
(860) 267-6657
Fax: (860) 267-9679

Certs Required: Yes
MSDS Required: No

Scott Account Number:

Account Rep: Open

BILL TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

SMP TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

Deliver To: Jim Martin/Manufacturing/PA03/SSG

Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	ED2 Cylinder, 3/4"	10305ED2	10305PED2	\$19.9500	648	ea	\$12953.52	12/23/05	0031-129
2	ED2 Cylinder, 3/4"	0305ED2	10305PED2	\$19.9500	648	ea	\$12953.52	01/20/06	0031-129
3	ED2 Cylinder, 3/4"	0305ED2	10305PED2	\$19.9500	548	ea	\$10953.52	02/16/06	0031-129
4	ED2 Cylinder, 3/4"	0305ED2	0705PED2	\$19.9500	648	ea	\$12953.52	03/20/06	0031-129
Grand Total:							\$51814.08		

PTI is contingent upon PO's within validation of IC annual

Purchasing Terms and Conditions

Shipped

162 4/07/06 # 6761 A
324 5/11/06 # 6792 B

2592

ACKNOWLEDGEMENT

Date: December 20, 2005

P.S.I. Plus, Inc.
P.O. Box 147
10 Bevin Road
East Hampton, CT 06424

Tel. 1-877 PSI PLUS
Fax. 724-727-2096

Bill To: Scott Specialty Gases, Inc.
P.O. Box 310
Plumsteadville, PA 18949

Ship To: Scott Specialty Gases, Inc.
6141 Easton Road, Bldg. 1
Plumsteadville, PA 18949

Order
Date
12/01/05

Purchase
Order No.
PA6824

Terms
1% 10 Days

F.O.B.
Shipping Point

Scheduled
Delivery
*see below

Item	Quantity	Part Number/Description	Unit Price
1	1200	P15, Blue w/ Valve #01055005	\$16.13
2	1200	P15, Beige w/o Valve #01055001	\$11.68
3	800	P15, Blue w/o Valve #01055002	\$11.68
4	1200	Valve Install for Item #1 #0103	.25

*Delivery: Tubing delivery date is currently mid-January, which will be specifically confirmed by the supplier the week of 1/2/06 and conveyed to SSG. There exists a current backlog of (1533) P15's per SSG P.O. #PA6678, for like initial quantities, due to: Transport Canada Certification delays, TC resultant process changes, new DOT Inspection Agency transition, spud material proof test delays, color determination and other related delays. Due primarily to Transport Canada uncertainties, with SSG and SMP TC contingent delivery requirements, there existed a (6000) cylinder past due backlog, before initial production could begin on 10/31/05. Since, PSI has communicated closely with SSG and SMP to satisfy current requirements for both and worked diligently to reduce the pre existent backlogs. Additionally, the P15 was then, a new production cylinder, requiring a learning curve ramp-up with equipment modifications. It is PSI's intention and expectation, to satisfy SSG P.O. #PA6678 in its entirety, with a trial and error valve installation ramp-up schedule as discussed with SSG, to initiate yet in 2005, and to complete the purchase order requirements prior to the receipt of material in mid January for SSG P.O. # PA6824.. PSI will then, again closely coordinate delivery timelines to satisfy SSG requirements and expectations and anticipate being on schedule by the completion of this purchase order.

Shipped

5/31/06 # 6807
6/01/06 # 6809
6/02/06 # 6810
6/08/06 # 6814
6/16/06 # 6817
6/21/06 # 6822
6/29/06 # 6825
7/07/06 # 6831
7/20/06 # 6840
7/21/06 # 6842

Blue - 2000

132
261
141 534
204 738
225 963
144 1107
408 1515
178 1693
175 1868

Beige - 1200

205
375
108
75

580
688

7107

Shipped
Balance due

Blue

132

Beige

427 287 121

9/13/06 # 6871

9/15/06 # 6872

9/22/06 # 6878A

9/29/06 # 6885A

143 2011

2011

150

160

127

1200

90

1073

1200

SCOTT SPECIALTY GASES
141 EASTON ROAD, BLDG 1
PO BOX 310
PLUMSTEADVILLE PA 189490310

Vendor: 008799
To: PSI PLUS INC.
10 BEVIN ROAD
E. HAMPTON
Phone: 860.267.6667
Fax: 860.267.9629

Ship To: SCOTT SPECIALTY GASES, INC.
P.O. BOX 310 EXEMPT
6141 EASTON ROAD BLDG 1
PLUMSTEADVILLE PA 18949
Phone: 215-766-8861
Fax: 215-766-3897

CT 06424
Routing ROADWAY
F.O.B. MFG PT
Freight COLLECT
Terms NET 30 DAYS
Contact JG DILLA

Receiving Hours: Receiving Hours 7 AM - 2 PM Monday thru Friday

By accepting this order supplier agrees to implement
air quality system in the fulfillment of this order.

Item Number/Description	UOM	Qty	Needed By	Unit Price	Ext Price
Stock: 01055005 105 LITER BLUE CAN COMPLETE	EA	* 1200 ✓	04/18/06	16.1300	19356.00
Account Number: 01-31-123-07	EA	1200	04/18/06	11.6800	14016.00
Stock: 01055001 105 LITER BEIGE CAN EBS (UNVALVED)	EA	* 800 ✓	04/18/06	11.6800	9344.00
Account Number: 01-51-123-06	EA	* 800 ✓	04/18/06	.2500	300.00
Stock: 01055002 105 LITER BLUE CAN EBS (UNVALVED)	EA	* 1200 ✓	04/18/06		
Account Number: 01-51-123-06	EA	* 1200 ✓	04/18/06		
Stock: 0103 OTHER VALVE INSTALL FOR ITEM ONE					
Account Number: 01-31-553					

* 2000 - Blue

1200 Beige

Confirmation: Do Not Duplicate

TOTAL =>

43016.00

Approved by:

Ordered by:

Linda Nicholas

Complete

For terms and conditions, please reference our web site at:
<http://www.scottcatalog.com/Scottgas.nsf/web/TermsCondPO>

ShippedBlue w/valveBeige (unvalued)Blue (unvalued)

2/27/06 # 6728

-

-

200

3/03/06 # 6733

-

121

217

3/13/06 # 6739

-

400

3/22/06 # 6750

-

57

578

349

766

4/06/06 # 6760

-

-

75

841

4/07/06 # 6762

-

-

250

1091

4/14/06 # 6769

-

213

791

112

1203

4/25/06 # 6777

-

-

225

1428

4/28/06 # 6784

-

-

335

1763

5/17/06 # 6795

-

210

1001

-

5/19/06 # 6797

-

-

218

1981

6/12/06 # 6815

-

196

1981

1197

Complete

Complete

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

*
*
*
*
*
*
*

No. 07-384-CD

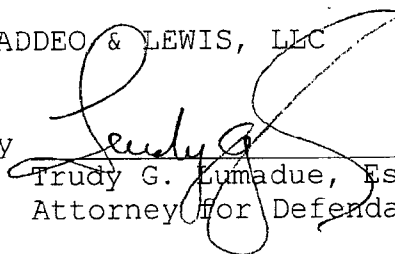
NOTICE TO PLEAD

TO THE PLAINTIFF:

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

NADDEO & LEWIS, LLC

By


Trudy G. Lumadue, Esquire
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

*
*
*
*
*
*
*

No. 07-384-CD

ANSWER AND NEW MATTER

Defendant, P.S.I. Plus, Inc., by its attorney, Trudy G. Lumadue, Esquire, files the following Answer and New Matter and avers as follows:

COUNT I - CONTRACT

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. No answer is required the Sales Representation Agreement (hereinafter "Agreement") speaks for itself and Defendant respectfully requests this Court allow the Agreement to do so.

6. Admitted.

7. Denied as stated in part and specifically denied in part. It is denied as stated, that Defendant has paid "some" commissions pursuant to the Sales Representation Agreement. To the contrary Defendant has paid all commissions due and payable to Plaintiff. It is specifically denied that Defendant has not provided purchase order copies and has only provided some invoice

copies to Plaintiff. It is denied that Defendant is indebted to Plaintiff for additional sales commissions due. To the contrary, Defendant has paid in full all commissions due and payable to Plaintiff. In further answer thereto, Defendant incorporates its New Matter as if set forth in full herein.

8. Denied. To the contrary Defendant has paid all sales commissions due and payable to Plaintiff pursuant to the Agreement. In further answer thereto, Defendant incorporates its New Matter as if set forth in full herein.

9. Denied that Plaintiff has made a demand for any commission, which Defendant has not already made payment. To the contrary, Plaintiff requested commissions due pursuant to the Agreement and all such commissions due have been paid by Defendant. In further answer thereto, Defendant incorporates its New Matter as if set forth in full herein.

10. Denied. The allegations contained in paragraph ten are conclusions of law to which no responsive pleading or answer is required under the Pennsylvania Rules of Civil Procedure and the same are therefore denied.

WHEREFORE, Defendant respectfully requests that judgment be entered in its favor and against the Plaintiff.

COUNT II - UNJUST ENRICHMENT

11. Defendant incorporates by reference its answers to paragraphs one through ten above as if set forth at length herein.

12. Admitted that Plaintiff provided sales representation services to Defendant. In further answer thereto, Defendant paid Plaintiff a sum of \$1500.00 per month for its services and its expenses.

13. Admitted.

14. Admitted in part, denied in part. Admitted that Defendant has delivered cylinder goods and services to customers and has been paid for said products and services. Denied that Defendant has not fully paid Plaintiff. In further answer thereto, Defendant incorporates New Matter as set forth below as if set forth in full herein.

15. Denied. The allegations contained in paragraph fifteen are conclusions of law to which no responsive pleading or answer is required under the Pennsylvania Rules of Civil Procedure and the same are therefore denied. In further answer thereto, the amount averred is specifically denied, and proof is demanded at trial.

WHEREFORE, Defendant respectfully requests that judgment be entered in its favor and against the Plaintiff.

NEW MATTER

16. Defendant incorporates by reference its answers to paragraphs one through fifteen above as if set forth in full herein.

17. That the Agreement entered into between the parties defines the duty of the defendant with regard to payment of commissions after termination of the agreement by either party.

18. That the Agreement states at page 2, paragraph 4: "

In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date.

19. That each order received by the Defendant from a customer has a date thereon indicating the date the order was placed, which is the booked date.

20. That the Plaintiff terminated the agreement as of January 31, 2006.

21. That all customer orders that had been booked by Plaintiff prior to January 31, 2006 and thereafter shipped (during the dates of January 31, 2006 to January 31, 2007) by Defendant to a customer whose account had been generated by Plaintiff were mailed to Plaintiff as shipments were made to the customer with payment of commission to Plaintiff as specified in the Agreement (5% commission). True and correct copies of all purchase/customer orders are attached hereto collectively as Exhibit "A." For explanatory purposes, invoice numbers are indicated thereon with ship dates for each order shipped pursuant to the original purchase order.

22. That Defendant paid Plaintiff 5% commission on all purchase orders received and shipped attached in Exhibit A as is

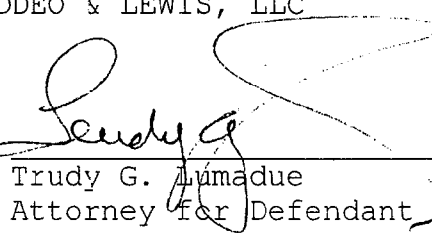
indicated from Defendant's ledger attached hereto as Exhibit "B." For explanatory purposes the notation of "Bill" thereon indicates that the check issued by Defendant for this payment included more than one commission payment and was detailed and itemized accordingly to Plaintiff.

23. That there are no other purchase or customer orders for which commissions payable under the Agreement are still due and owing to Plaintiff.

WHEREFORE, Defendant respectfully requests that judgment be entered in its favor and against Plaintiff.

NADDEO & LEWIS, LLC

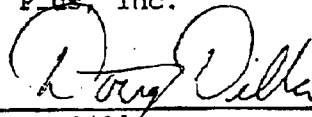
By


Trudy G. Lumaadue
Attorney for Defendant

V E R I F I C A T I O N

I, Doug Dilla, verify that I am the President of P.S.I. Plus, Inc. and that I am authorized to execute this verification and further that the statements made in the foregoing Answer and New Matter are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

P.S.I. Plus, Inc.

By: 

Doug Dilla
DefendantDated: 6/26/07

Please confirm PO

Forwarded by John Benhardt/Development/PA03/SSG on 08/29/2005 03:44 PM



Scott Medical Products

6097 Easton Road, Building 3, Pottsville PA 18949 Phone: (800) 233-4334 Fax: (215) 786-7250
www.scottgas.com

Purchase Order

Vendor Code: 008799
Vendor: P S I. Plus, Inc

Date Created: 09/29/2005

Purchase Order No.

No. 03-6110

Cents Required: Yes
MSDS Required: No

10 Revin Road
E. Hampton CT 06-124
USA
(860) 267-6667
Fax: (860) 267-9529

Scott Account Number:

BILL TO: 6097 Easton Road
Building 3 Pottsville PA 18949

Account Rep: Open

SHIP TO: 6097 Easton Road
Building 3 Pottsville PA 18949

Deliver To: Jim Martin/Manufacturing/Pottsville

PFD-5/8"

Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	FD Cylinder 5/8"	0305FD	0305FD	8.11					
2	8D Cylinder 5/8"	03058D	03058D	\$8.1100	1000	ea	\$8110.00	02/18/06	0331-123
3	8D Cylinder 5/8"	03058D	03058D	\$9.9600	1000	ea	\$9960.00	12/24/06	0331-123
		03058D	03058D	\$9.9600	1200	ea	\$11952.00	02/20/06	0331-123
Grand Total:							\$30022.00		

PO contingent upon PSI's written verification of TC approval

Purchasing Terms and Conditions

		1000	2200
	Shipped	FD	GD
6674	12/08/05	267	-
6689	11/06/06	100	110
6738C	3/13/06	-	100
6761B	4/07/06	-	200
6799B	5/23/06	-	100
6806	5/26/06	-	5
6818B	6/16/06	-	125
6851B	8/17/06	-	175
6857B	8/18/06	597	-

964

Called
Complete
8/18/06

Exhibit "A"

----- Forwarded by John Benhardt/Development/PA03/SSG on 09/29/2005 03:48 PM -----



Scott Medical Products

6097 Easton Road Building 3 Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 786-7250
www.scottges.com

Purchase Order

Vendor Code: 008799
Vendor: P.S.I. Plus, Inc.

Date Created: 09/29/2005

Purchase Order No.

No. 03-6111

10 Bevin Road
E Hampton CT 06424
USA
(860) 267-6667
Fax: (860) 267-9629

Certs Required: Yes
MSDS Required: No

Scott Account Number:

Account Rep: Open

BILL TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

SHIP TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

Deliver To: Jim Martin/Manufacturing/PA03/SSG

Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	ED2 Cylinder, 3/4"	0306ED2	0305PED2	\$19.9900	648	ea	\$12953.52	12/23/05	0301-129
2	ED2 Cylinder, 3/4"	0306ED2	0305PED2	\$19.9900	648	ea	\$12953.52	01/20/06	0301-129
3	ED2 Cylinder, 3/4"	0306ED2	0305PED2	\$19.9900	648	ea	\$12953.52	02/16/06	0301-129
4	ED2 Cylinder, 3/4"	0306ED2	0305PED2	\$19.9900	648	ea	\$12953.52	03/20/06	0301-129
Grand Total:							\$51814.08		

Bill to be sent upon receipt of written verification of ITL approval

Purchasing Terms and Conditions

Shipped

496 162 4/07/06 # 6761 A
324 5/11/06 # 6792 B

ACKNOWLEDGEMENT

P.S.I. Plus, Inc.
P.O. Box 147
10 Bevin Road
East Hampton, CT 06424

Date: December 20, 2005

Tel. 1-877 PSI PLUS
Fax. 724-727-2096

Bill To: Scott Specialty Gases, Inc.
P.O. Box 310
Plumsteadville, PA 18949

Ship To: Scott Specialty Gases, Inc.
6141 Easton Road, Bldg. 1
Plumsteadville, PA 18949

Order
Date
12/01/05

Purchase
Order No.
PA6824

Terms
1% 10 Days

F.O.B.
Shipping Point

Scheduled
Delivery
*see below

Item	Quantity	Part Number/Description	Unit Price
1	1200	P15, Blue w/ Valve #01055005	\$16.13
2	1200	P15, Beige w/o Valve #01055001	\$11.68
3	800	P15, Blue w/o Valve #01055002	\$11.68
4	1200	Valve Install for Item #1 #0103	.25

*Delivery: Tabing delivery date is currently mid-January, which will be specifically confirmed by the supplier the week of 1/2/06 and conveyed to SSG. There exists a current backlog of (1533) P15's per SSG P.O. #PA6678, for like initial quantities, due to: Transport Canada Certification delays, TC resultant process changes, new DOT Inspection Agency transition, spud material proof test delays, color determination and other related delays. Due primarily to Transport Canada uncertainties, with SSG and SMP TC contingent delivery requirements, there existed a (6000) cylinder past due backlog, before initial production could begin on 10/31/05. Since, PSI has communicated closely with SSG and SMP to satisfy current requirements for both and worked diligently to reduce the pre existent backlogs. Additionally, the P15 was then, a new production cylinder, requiring a learning curve ramp-up with equipment modifications. It is PSI's intention and expectation, to satisfy SSG P.O. #PA6678 in its entirety, with a trial and error valve installation ramp-up schedule as discussed with SSG, to initiate yet in 2005, and to complete the purchase order requirements prior to the receipt of material in mid January for SSG P.O. # PA6824.. PSI will then, again closely coordinate delivery timelines to satisfy SSG requirements and expectations and anticipate being on schedule by the completion of this purchase order.

Shipped	Blue - 2000	Beige - 1200
5/31/06 # 6807	132	-
6/01/06 # 6809	261	-
6/02/06 # 6810	141	-
6/08/06 # 6814	204	-
6/16/06 # 6817	225	-
6/21/06 # 6822	144	205
6/29/06 # 6825	408	-
7/07/06 # 6831	-	375
7/20/06 # 6840	178	108
7/21/06 # 6842	175	-
		580
		688
		711
		75

Shipped
Balance due

2000
Blue
~~132~~

1000
Berge
~~427 287 127~~

9/13/06 # 6871

143 2011

9/15/06 # 6872

2011

9/22/06 # 6878A

9/29/06 # 6885A

150

160

127

1200

90
1073
1200

SCOTT SPECIALTY GASES
6141 EASTON ROAD, BLDG. 1
PO BOX 310
PLUMSTEADVILLE PA 189490310

Vendor: 008799
PO To: PSI PLUS INC.
10 BEVIN ROAD

E. HAMPTON CT 06424
Phone: 860.267.6667
Fax: 860.267.9629

Ship To: SCOTT SPECIALTY GASES, INC.
P.O. BOX 310 EXEMPT
6141 EASTON ROAD BLDG 1
PLUMSTEADVILLE PA 18949
Phone: 215-766-8861
Fax: 215-766-3897

Contact: DOUG DILLA
Routing: ROADWAY
F.O.B.: MFG PT
Freight: COLLECT
Terms: NET 30 DAYS

Receiving Hours: Receiving Hours 7 AM - 2 PM Monday thru Friday

By accepting this order supplier agrees to implement
their quality system in the fulfillment of this order.

Item Number/Description	UOM	Qty	Needed By	Unit Price	Ext Price
1 Stock: 01055005 105 LITER BLUE CAN COMPLETE	EA	* 1200 ✓	04/18/06	16.1300	19356.00
Account Number: 01-31-123-07					
2 Stock: 01055001 105 LITER BEIGE CAN EBS (UNVALVED)	EA	1200	04/18/06	11.6800	14016.00
Account Number: 01-51-123-06					
3 Stock: 01055002 105 LITER BLUE CAN EBS (UNVALVED)	EA	* 800 ✓	04/18/06	11.6800	9344.00
Account Number: 01-51-123-06					
4 Stock: 0103 OTHER VALVE INSTALL FOR ITEM ONE	EA	* 1200x	04/18/06	.2500	300.00
Account Number: 01-31-553					

* 2000 - Blue

1200 Beige

Confirmation: Do Not Duplicate

TOTAL ==>

43016.00

Approved by:

Ordered by:

Linda Nicholas

For terms and conditions, please reference our web site at:
<http://www.scottcatalog.com/Scottgas.nsf/web/TermsCondPO>

Complete

Shipped

2/27/06 # 6728
3/03/06 # 6733
3/13/06 # 6739
3/22/06 # 6750
4/06/06 # 6760
4/07/06 # 6762
4/14/06 # 6769
4/25/06 # 6777
4/28/06 # 6784
5/17/06 # 6795
5/19/06 # 6797
6/12/06 # 6815

Blue w/valve

-
-
-
-
-
-
-
-
-
-
-
-

Beige (unvalued)

-
121
400
57 578
-
-
213 791
-
-
210 1001
-
196

1197

Complete

Blue (unvalued)

200
217
-
349 766
75 841
250 1091
112 1203
225 1428
335 1763
-
218 1981

1981

Complete

**Scott Specialty Gases**

P.O. Box 310 6141 Easton Road Bldg. #1 Plumsteadville, PA 18949

Phone: 215-766-8861 Fax: 215-766-3597

Purchase Order #: PA6678

This purchase order number must be referenced on all paperwork related to this order.

Order Date: 10/11/2005**Required Date: See below****To: P.S.I. Plus
Bevin Rd.
East Hampton, CT 06424****Ship To: Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949**

QUANTITY	DESCRIPTION	UNIT PRICE
1200	Part number P15 - 105 liter cylinders without valves, with plastic plug to prevent contamination Painted beige.	\$11.68/ea.
800	Part number P15 - 105 liter cylinders without valves, with plastic plug to prevent contamination Painted blue.	\$11.68/ea.
1200	Part number P15 - 105 liter cylinders with valves, Painted blue.	\$11.68/ea.
* ~~800~~ 1200	Valve install charge Required dates: 1/3 10-28-05 1/3 11-18-05 1/3 12-9-05	TBA
By accepting this order supplier agrees to implement their quality system in the fulfillment of this order. * 10/11/05 telecom JLS/LN		

U2102 4.45
30
4.75
11.68
16.43

16.38 JS
per 11/11/06

215 10/11/05

Linda Nicholas
Authorized Signature
Complete

2/17/06 -
long spoke w/ Josh
requesting new PO.
This # has been
overshipped already

(1200)

(800)

(1200)

ShippedBeige
w/o valueBlue
w/o value* Blue
w/ value

11/04/05

120

-

-

6654

11/07/05

93

36

-

6655

11/15/05

-

96

-

6658

11/22/05

216

204

-

6661

12/02/05

250

52

-

6667

12/06/05

-

60

-

6672

12/14/05

-

301

-

6677

12/16/05

239

918

-

749

-

6678

12/22/05

-

48

797

-

6680

12/27/05

-

3

800

93 No value

-

6683

12/30/05

-

-

215 " "

-

6684

1/06/06

-

-

{ 156 " " w/ values

-

6688

1/18/06

-

-

300 no value

-

6695

1/24/06

102

1020

-

66

486

-

6704

1/27/06

199

1219

-

29

852

-

6708

2/02/06

-

240

881

-

6712

2/16/06

-

208

1121

-

6723

140
348Per Doug* Blue w/ value are being
shipped without values

**Scott Specialty Gases**

P.O. Box 318 6141 Easton Road Bldg. #1 Plumsteadville, PA 18949

Phone: 215-786-8861 Fax: 215-786-3897

Purchase Order #: PA6649

This purchase order number must be referenced on all paperwork related to this order.

Order Date: 08/01/2005**Required Date: 8-17-05****To: P S I Plus
Bevin Rd.
East Hampton, CT 06424****Ship To: Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949**

QUANTITY	DESCRIPTION	UNIT PRICE
110	Part number P15 - 105 liter cylinders without valves, with plastic plug to prevent contamination. Painted beige. Confirming order placed with John Seaman of PSI by Joshua Luey of Scott Specialty Gases on 7-29-05. By accepting this order supplier agrees to implement their quality system in the fulfillment of this order.	\$11.68/ea

Sinda Nicholas
Authorized Signature

#6621 shipped ⁸⁵~~86~~ pcs 9/2/05

ORDER COMPLETE

per
John
Seaman
9/2/05

Forwarded by John Benhardt/Development/PA03/SSG on 08/29/2005 03:50 PM



Scott Medical Products

6097 Easton Road Building 3 Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 768-7250
www.scottgas.com

Purchase Order

Vendor Code: 008799 Date Created: 08/29/2005 Purchase Order No. No. 03-6112
Vendor: P S I Plus, Inc.

10 Bevin Road
E Hampton CT 06424
USA
(860) 267-6667
Fax: (860) 267-9629

Certs Required: Yes
MSDS Required: No

Scott Account Number:

Account Rep: Open

BILL TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

SHIP TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

Deliver To: Jim Martin/Manufacturing/PA03/SSG

Select Product Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	ED Cylinder 5/8"	0305ED	PED (5/8")	\$18.9900	1000	ea	\$18990.00	12/23/05	0881-123
2	ED Cylinder 5/8"	0305ED	PED (5/8")	\$18.9900	1000	ea	\$18990.00	1/23/06	0831-123
3	ED Cylinder 5/8"	0305ED	PED (5/8")	\$18.9900	1000	ea	\$18990.00	02/18/06	0831-123
4	ED Cylinder 5/8"	0305ED	PED (5/8")	\$18.9900	1000	ea	\$18990.00	03/20/06	0331-123
Grand Total:							\$79960.00		

PO contingent upon PSI's written verification of TC approval

Purchasing Terms and Conditions

4000

P.S.I. Plus, Inc. ED Cylinder 5/8" 08/03/2005 06:30:07 AMP.S.I. Plus, Inc. ED Cylinder 5/8" 08/03/2005 06:30:07
AMP.S.I. Plus, Inc. ED Cylinder 5/8" 08/03/2005 06:30:07 AMP.S.I. Plus, Inc. ED Cylinder 5/8" 08/03/2005 06:30:07 AM

(over)

Shipped

	243	1/04/06	# 6685 A
	214	1/13/06	# 6694 A
862	405	1/23/06	# 6699
1348	486	1/27/06	# 6707
1636	288	2/02/06	# 6713 A
1960	324	2/10/06	# 6716 B
2122	162	2/16/06	# 6722 A
2770	648	3/13/06	# 6738 A
3580	810	5/11/06	# 6792 A
* <u>3985</u>	405	6/16/06	# 6818 A

4309 324 7/17/06 # 6838 - no comm. added to
No. commission
group of P.O.

* Order complete - no commissions
For addtl. shipments added
to this order

Please confirm PO

Forwarded by John Bernhard/Development/PA03/SSG on 09/29/2005 03:32 PM



Scott Medical Products

6097 Lexion Road Building 3 Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 768-7250
www.scottga.com

Purchase Order

Vendor Code: 008798
Vendor: P.S.I. Plus, Inc.

Date Created: 09/09/2005

Purchase Order No.

No. 03-8108

Certs Required: Yes
MSDS Required: No

10 Bevin Road
E. Hampton CT 06424
USA
(860) 267-6667
Fax: (860) 267-9629

Scott Account Number:

BILL TO: 6097 Lexion Road
Building 3 Plumsteadville PA 18949

Account Rep: Cppn

SHIP TO: 6097 Lexion Road
Building 3 Plumsteadville PA 18949

Deliver To: Jim Martin

Line	Product Description	Scott Part Number	Vendor Part Number	Qty	UOM	Total	Must Arrive By	Charge To
1	EO Cylinder, 50	6305FD	0305FD	1500	ea	\$12155.00	10/07/05	0201-123
Grand Total:						\$12155.00		

PO contingent upon PSI's written verification of its approval

Purchasing Terms and Conditions

Shipped

	200	10/17/05	# 6640
	350	1/04/06	# 6685B
668	118	5/23/06	# 6799A
818	150	7/13/06	# 6837
1005	187	7/21/06	# 6844
1147	142	8/7/06	# 6851A
1500	353	8/18/06	# 6857A

1500

Completed
8/18/06

Please confirm PO

Forwarded by John Benhardt/Development/PA03/SSG on 09/28/2005 03:39 PM



Scott Medical Products

6097 Easton Road Building 3 Plumsteadville PA 18949 Phone: (800) 233-4334 Fax: (215) 766-7250
www.scottsp.com

Purchase Order

Vendor Code: 008799 Date Created: 09/28/2005 Purchase Order No. #03-6105
Vendor: P.S.I. Plus Inc.

10 Bevin Road
L. Hampton CT 06424
USA
(860) 267-6587
Fax: (860) 267-9629

No. 03 6105

Certs Required: Yes
MSDS Required: No

Scott Account Number:

Account Rep: Open

BILL TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

SHIP TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

Driver to: Jim Martin/Manufacturing/PA03/SSG

Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	2D Cylinder	030520	0305P20	\$11.9800	500	ea	\$5990.00	12/29/05	0331-123
2	2D Cylinder	030520	0305P20	\$11.9800	500	ea	\$5990.00	04/29/06	0331-123
Grand Total:							\$11980.00		

PO contingent upon PST's written verification of TC accuracy

Purchasing Terms and Conditions

Shipped

Closed to KD

487	327	12/12/05	#6674B
518	160	2/16/06	#6722B
555	31	3/13/06	#6738D
580	37	3/16/06	#6746
700	25	3/20/06	#6749
839	120	4/10/06	#6761C
1019	139	4/14/06	#6770
	180	5/12/06	#6793

1019

Completed
5/12/06

Please confirm PO

Forwarded by John Benhard/Development/PA03/SSG on 09/07/2005 04:10 PM



Scott Medical Products

6097 Easton Road, Building 3, Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 766-7250
www.scottgas.com

Purchase Order

Vendor Code: 008799 Date Created: 09/07/2005 Purchase Order No.
Vendor: P.S.I. Plus, Inc. No. 03-6025

10 Bevin Road
E. Hampton CT 06424
USA
(860) 267-6667
Fax : (860) 267-9629

Certs Required: Yes
MSDS Required: No

Scott Account Number: Account Rep: Open

BILL TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

SHIP TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

Deliver To: Jim Martin/Manufacturing/PA03/SSG
PO is contingent on sample testing approval

Select Product Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	ED2 Cylinder, 3/4"	0305ED2	0305PED2	\$19.9900	810	ea	\$16191.90	Please Advise	0331-123

Grand Total: \$16191.90

Purchasing Terms and Conditions

P.S.I. Plus, Inc. ED2 Cylinder, 3/4" 09/02/2005 09:50:05 AM

Shipped

	191	1/13/06	# 6694B
353	162	1/19/06	# 6696
458	105	2/02/06	# 6713B
539	81	2/10/06	# 6716 A
701	162	3/01/06	# 6730
782	81	3/13/06	# 6738B
944	162	3/22/06	# 6751

Please confirm PO

Forwarded by John Benhardt/Development/PA03/SSG on 09/09/2005 10:37 AM



Scott Medical Products

6097 Easton Road, Building 3, Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 766-7250
www.scottgas.com

Purchase Order

Vendor Code: 008799 Date Created: 09/07/2005 Purchase Order No. No. 03-6037

Vendor: P.S.I. Plus, Inc.

10 Bevin Road
E. Hampton CT 06424
USA
(860) 267-6667
Fax: (860) 267-9629

Certs Required: Yes
MSDS Required: No

Scott Account Number:

Account Rep: Open

BILL TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

SHIP TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

Deliver To: Note: This PO is contingent on the approval of 300 pc
evaluation samples

Select Product Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	ED Cylinder 5/8"	0305ED	PED (5/8")	\$19.9909	2500	ea	\$49975.00	Please Advise	0331-123

Grand Total: \$49975.00

Purchasing Terms and Conditions

P.S.I. Plus, Inc. ED Cylinder 5/8" 08/03/2005 08:30:07 AM

QA APPROVED

By: DD
Date: 9/19/05

Shipped

233	10/28/05	# 6644
162	11/03/05	# 6651
556 161	11/04/05	# 6653
1042 486	11/15/05	# 6657
1246 204	11/22/05	# 6660
1651 405	12/08/05	# 6673
1732 81	12/12/05	# 6674A
2534 802	12/27/05	# 6682

Please confirm PO
 --- Forwarded by John Benhard/Development/PA03/SSG on 08/05/2005 10:03 AM ---



Scott Medical Products

6097 Easton Road, Building 3, Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 766-7250
 www.scottgas.com

Purchase Order

Vendor Code:	008799	Date Created:	08/05/2005	Purchase Order No.
Vendor:	P.S.I. Plus, Inc.			No. 03-5909

10 Bevin Road
 E. Hampton CT 06424
 USA
 (860) 267-6667
 Fax: (860) 267-9629

Certs Required: Yes
 MSDS Required: No

Scott Account Number:	Account Rep: Open
BILL TO: 6097 Easton Road Building 3 Plumsteadville PA 18949	SHIP TO: 6097 Easton Road Building 3 Plumsteadville PA 18949

Deliver To: Jim Martin/Manufacturing/PA03/SSG

Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	ED Cylinder 5/8"	0305ED	PED (5/8")	\$22.3700	100	ea	\$2237.00	08/15/05	0331-123
2	ED Cylinder 5/8"	0305ED	PED (5/8")	\$22.3700	100	ea	\$2237.00	08/22/05	0331-123
3	ED Cylinder 5/8"	0305ED	PED (5/8")	\$22.3700	100	ea	\$2237.00	08/29/05	0331-123
Grand Total:							\$6711.00		

Shipped 81 pcs 8/19/05

Purchasing Terms and Conditions

Net 10

Shipped

81 8/19/05 # 6614
 81 8/26/05 # 6617
 243 81 9/02/05 # 6628

Closed
 per Doug
 3/27/06

Freight

Prepay & Add



Chromatography Research Supplies, Inc.
 2601 Technology Drive
 Louisville, KY 40299
 USA

Phone (502) 491-8300
 Fax (502) 491-3390

****Purchase Order****

44133

01/10/2006

Vendor: **PSI Plus**
 /END-11027 PO Box 147

East Hampton, CT 06424

Ship To: **CRS Inc.**
 2601 Technology Drive
 Louisville, KY 40299

Terms 1% 10 Net 30

Ship Via: R & L Collect

Ordered By:

Vendor Item Number	Quantity Ordered	UOM	Item Description	Requested Arrival Date	Unit Price	Extended Price
D-1/4"-BE-Unc	1,000	Each	Steel Cylinder - Not Plated	2/15/06	\$ 15.85	\$ 15,850.00

CRS Item: 202TSCNP

Please Note:

*Attn: John Seaman
 *Please see attached for drawing.
 *As discussed with Dave Hubbard - Please send us 5 piece for approval/inspection prior to production.
 *Please send two releases of 500 via R&L Carrier Collect due in 2/28/06 & due in 1/28/06

Email: sales@psiplus.us

Total Purchase Order **\$15,850.00**

PLEASE CONFIRM THIS ORDER

Approved Vendors Signature

Expected Ship Date

Authorized Signature

****Please confirm pricing and delivery date****

Acceptance of this PO by Acknowledgement, shipment, or otherwise, seller agrees to the CRS standard purchase order terms 10/17/01 as well as those set forth on the face of this order.

JFS 1/11/06

Sent 3 samples 2/11/06 # 6721 *

Shipped 147 3/28/06 # 6755

" 242 4/25/06 # 6776

" 268 5/03/06 # 6787

" 328 6/01/06 # 6808

988

Complete - per Doug 6/06/06

EGL

Your Neon Source

The EGL Company, Inc.

100 Industrial Road
Berkeley Heights, N.J. 07922
Tel.: 908-508-1111 • Fax: 908-508-1122

Purchase Order 4808

Order Date:	12-16-05

Order Type:	Original

Change Ordering:	

Page No:	1

043840

To:

P.S.I. PLUS INC.

10 BEVIN ROAD

P.O. BOX 147

E. HAMPTON, CT 06424

Contact: JOHN SEAMAN

Ship To:

THE EGL COMPANY, INC

100 INDUSTRIAL ROAD

BERKELEY HEIGHTS, NJ 07922

* Cylinders shipped w/valves NOT installed
 # 25.59 3/21/06 22.44 * w/o cap & chain

Item	Qty	Rev/UM	Delivery	Unit Price	Extended

065010A1D

972 : EA 12-16-05 * 26.8900 26.137.08

25L black CYLINDER V/C/C
 580 valve CYLINDER IS TO
 INCLUDE VALVE, CAP, AND
 CHAIN

*** Special Instructions:

SHIP 81 CYLINDERS 1ST OF EACH MONTH

E.G.L. Company, Inc. Tax Exempt Number: 221810158

Shipped

	12	3/09/06	# 6734
	81	3/14/06	# 6742
	81	4/21/06	# 6774
342	168	5/26/06	# 6803
423	81	6/29/06	# 6827
459	36	9/07/06	# 6867A
561	102	10/20/06	# 6895
723	162	12/06/06	# 6916
168 - 804	81	2/07/07	# 6948

22.44
 .22 valve inc.
 22.66
 + .79 4/26 valve inc
 # 23.45 * new price
 eff. 6/29 ship
 + .13
 23.58 eff. 9/05/06
 + .45 eff. 11/29/06
 24.03 ok @ 1/31/0

- no commission paid
 added to no
 commission paid

ALL RETURNS MUST INCLUDE RETURN AUTHORIZATION NUMBER

Freight chg. to be added to invoice -	BUYER: CAROL GOMES	Total	\$26,137.08
DESTINATION	Payment 12.10.NET	Approved	
Per Doug	Terms 30	By	

12/06/05 SIGHTING NUMBER on All Invoices NEON PLANTS - Complete line of equipment

ALL MATERIALS COVERED BY THIS INVOICE ARE GUARANTEED AGAINST ALL DEFECTS. OUR LIABILITY WILL BE LIMITED EXCLUSIVELY TO THE REPLACEMENT OF DEFECTIVE ITEMS
 COVERED BY THIS INVOICE. PRICES SUBJECT TO CHANGE WITHOUT NOTICE



Your Neon Source

The EGL Company, Inc.

100 Industrial Road
Berkeley Heights, N.J. 07922
Tel: 908-508-1111 • Fax: 908-508-1122

043840

To:

P.S.I. PLUS INC.
10 BEVIN ROAD
P.O. BOX 147
E. HAMPTON, CT 06424

Contact: JOHN SEAMAN

Purchase Order 4594

Order Date 10-19-05	Order Type Original	Change Order No.	Page No. 1

Ship To:

THE EGL COMPANY, INC
100 INDUSTRIAL ROAD
BERKELEY HEIGHTS, NJ 07922* cylinders w/ valves shipped not installed
25.59

Item Number	Description	Qty	Rev	Unit	Delivery Date	Unit Price	Extended Price
Q65010A/D		243	EA		10-25-05 *	26.8900	6,534.27
25L	black CYLINDER V/C/C	51	EA		12-02-05	26.8900	2,178.09
	580 valve CYLINDER IS TO INCLUDE VALVE, CAP, AND CHAIN						

E.G.L. Company, Inc. Tax Exempt Number 221810159

Shipped 45 pcs 12/2/05 # 66666
Shipped 45 pcs 12/2/05 # 66669
" 30 " 12/06/05 # 66671
" 81 " 1/04/06 # 66687
207 " 6 1/04/06 # 66686
255 " 48 1/23/06 # 66697
324 " 69 3/09/06 # 6734

ALL RETURNS MUST INCLUDE RETURN AUTHORIZATION NUMBER

Freight chg. to be added to invoice -	Buyer: CAROL GOMES	TOTAL	\$8,712.36
DESTINATION	Payment 12,10,NET	APPROVED	
per Doug	12/06/05	By	

EXPLANATION: Customer made fluorescent lamp for NEON PLANTS - Complete line of equipment.
MATERIALS COVERED BY THIS INVOICE ARE GUARANTEED AGAINST ALL DEFECTS. OUR LIABILITY WILL BE LIMITED EXCLUSIVELY TO THE REPLACEMENT OF DEFECTIVE ITEMS
COVERED BY THIS INVOICE. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

John did you send this to us?



PURCHASE ORDER

R E P R I N T

Mittler Supply, Inc.

PURCHASE ORDER NO.

EW87879

CORPORATE OFFICE: 8607 SOUTH MAIN STREET • SOUTH BEND, IN 46616 • 574 / 291-5100 • FAX 574 / 591-6870
FEDERAL I.D. # 85-1940034

BILLING ADDRESS: P.O. BOX 1676 SOUTH BEND, IN 46634-1670

FAX (574) 291-6870

Please supply the following, subject to the terms & conditions shown here and on reverse side.

Confirming only
Do not duplicate

X

V E N D O R	P.S.I. PLUS 203 ROSELLE DRIVE APOLLO, PA. 15613-9316 FAX 1-724-727-2096		S H I P T O	GEORGE MITTLER DIST. CENTER 59624 LINDEN ROAD PHONE # 574-299-9567 SOUTH BEND, IN 46614-0000		
ORDER DATE		TERMS	SHIP VIA	DATE REQUIRED	VENDOR NO	BRANCH
1/13/06		NO TERMS GIVEN	D BEST WAY	ASAP	15199	CP
QUANTITY	VENDOR PART NO.	DESCRIPTION		U/M	UNIT COST	EXTENDED COST
81	PED-3/4"	CALIBRATION GAS CYLINDER DRAWING # PED001U NO VALVES		EA	26.800	2,170.80
Shipped 2/10/06 # 6718 915 1/13/06						
TOTAL						2,170.80

AUTHORIZED SIGNATURE

To: Doug

From: JOHN

Bill To: National Refrigerants Inc. 661 Kenyon Avenue Bridgeton, NJ 08302 PO Number: PD27864		Phone (856) 455-4555 Fax (856) 455-7626 glouce@refrigerants.com		Ship To: National Refrigerants Inc. 661 Kenyon Avenue Roseland, NJ 08352	
Subcontractor Name: P S I Inc Address:		Confirmation Number:		Department: Production	
e-mail:		Confirmation To:		Date Required: 01-30-06	
Subcontractor Number: 500900		Freight: ☐ Collect ☐ Prepaid		Ordered By: Smokey	
Phone #: 724-727-2096		Tax: ☐ Taxable ☒ Non Taxable		Date Ordered: 01-04-06	
		Inventory: ☒ Yes ☐ No		Terms:	
		MSDS ☐ Yes ☒ No		Ship Via:	
Confirm Price Before Shipping					
Contact Shipping & Receiving for Delivery Appointment (856-455-4748)					
NRI Part Number 140SD16SRW DD	Manufacturer's Part Number 140SD16SRW DD	Description Cyl Size DD 145 CL 5/8 SO. CGA 156 R.A. White	Qty. 81	Unit Price 3130	Total 2535
PDD-5/8 145CL 5/8 R.A. White					
Completed					
32406					
#6753					
Name of Project:				Grand Total:	Approved: Smokey
Received By:					

Effective Date 12/06/14

Form Number: P11-003-F

1/4/06 985

ACKNOWLEDGEMENT

P.S.I. Plus, Inc.
10 Bevin Road
P.O. Box 147
East Hampton, CT 06424

Tel. 1-877 PSI PLUS
Fax. 724-727-2096

Date: 12/15/05

Bill To: Norco
P.O. Box 15299
Boise, ID 83715

Ship to: Norco
Attn: Tom Roorda
1125 West Armit
Boise, ID 83705

Order Date	Purchase Order No.	Terms	F.O.B.	Ship Via	Scheduled Delivery
12/13/2005	21944	1% 10. Net 30	Shipping Point	Best Way	Week 1/9/06

Quantity

Part Number/Description

Unit Price

Extended Price

162

PED-3/4 - Disposable E Cylinder
White Powder Coat Finish

\$20.80

\$4,341.60

Shipped 146 1/25/06
6705

Order
Complete
per Doug
1/30/06



MAIL INVOICE IN DUPLICATE TO:

Invoice Auditing Department
Praxair, Inc.
P.O. Box 808, Tonawanda, NY 14151-0808

Ship To: Praxair, Inc.
4550 Kennedy Avenue
Attn: Jim Ritter
East Chicago IN 46312

PURCHASE ORDER NO. 30175608 UP

Project/Business Unit U9220480
Branch/Plant U815000

Purchase Order No. must appear on all Packages. Invoices and B/L
pertaining to this Purchase Order

Supplier: P.S.I. Plus, Inc.
10 Belwin Rd.
PO Box 147
East Hampton CT 06424

PH: 860-267-8667 FX: 860-267-9829

ATTN: SUPPLIER INVOICE AMOUNT SHALL NOT EXCEED TOTAL VALUE OF PURCHASE ORDER AS STATED BELOW.
BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INCLUDING THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF

Order Date: 1/24/2006 Terms of Sale: PH: 716-879-2711 Currency Code: USD
Required Ship Date: 1/24/2006 Refer Commercial Question to: Bishop, Leslie FX: 716-879-2344 Payments Terms: Net 60 Days
Order Taken By: Delivery Instructions: See Carrier Instructions Below Ship Via:

ne Num	Praxair Internal Item Number Description	Quantity Ordered	Tran UoM	Purc UoM	Unit Price	Extended Price	Promised Ship Date	Tax

DO NOT DUPLICATE

Praxair Technical Contact: Jim Ritter @ (219-391-5155).

PX Item Number 10055265

10.000

EA

EA

31.1300

311.30

1/24/2006

Cylinder

Type: Specialty Gas

4-3/16" Dia X 14-1/8" H, 145 cu. in., 3/4" NPT, w/footing, gold metallic powder coat finish

PX Item Number 10055265

10.000

EA

EA

24.6800

246.80

1/24/2006

Cylinder

Type: Specialty Gas

4-3/16" dia X 7-5/8" H, 60 cu. in., 1/2" NPT, w/footing, gold metallic powder coat finish

30.000

EA

EA

15.0500

451.50

1/24/2006

PX Item Number 10055265

Cylinder

Type: Specialty Gas

4-3/16" Dia. X 12-1/2" H, 31 cu. in., 1/2" NPT, gold metallic powder coat finish

Shipped 2/1/06 # 6715

Per Doug
8/10/06

These were to be
Sample lots. Rec'd
order for 81 cyl
will not be
sending samples

04/30/07

P.S.I. PLUS, INC.
Profit & Loss Detail
 January 2005 through April 2007

Type	Date	Num	Name	Memo	Amount	Balance
Ordinary Income/Expense						
Expense						
700 · SELLING EXPENSE						
713 · Commissions agents						
Check	7/18/2005	8811	BreamTek Associates, LLC	Advanced Gas Tech...	60.37	60.37
Check	9/8/2005	8932	BreamTek Associates, LLC	Scott Medical #6614	90.59	150.96
Bill	9/20/2005	6625	BreamTek Associates, LLC	Acquarian Interactive	10.65	161.61
Bill	9/29/2005	6617	BreamTek Associates, LLC	Scott Medical	90.60	252.21
Bill	9/29/2005	6621	BreamTek Associates, LLC	Scott Specialty	49.64	301.85
Bill	9/29/2005	6622	BreamTek Associates, LLC	Scott Medical	90.60	392.45
Bill	11/8/2005	6640	BreamTek Associates, LLC	Scott Medical	81.10	473.55
Bill	11/14/2005	6632	BreamTek Associates, LLC	Sterility Assurance	7.50	481.05
Bill	11/17/2005	6644	BreamTek Associates, LLC	Scott Medical	232.88	713.93
Bill	11/25/2005	6651	BreamTek Associates, LLC	Scott Medical	161.92	875.85
Bill	11/25/2005	6653	BreamTek Associates, LLC	Scott Medical	160.92	1,036.77
Bill	11/25/2005	6654	BreamTek Associates, LLC	Scott Specialty	70.08	1,106.85
Bill	11/25/2005	6655	BreamTek Associates, LLC	Scott Specialty	75.34	1,182.19
Bill	11/25/2005	6655	BreamTek Associates, LLC	Scott Specialty	-63.97	1,118.22
Credit	11/25/2005	6644DM	BreamTek Associates, LLC	Scott Medical	2.00	1,120.22
Bill	11/25/2005	6639	BreamTek Associates, LLC	TurningPoint	56.06	1,176.28
Bill	12/12/2005	6658	BreamTek Associates, LLC	Scott Specialty	89.34	1,265.62
Bill	12/17/2005	6642	BreamTek Associates, LLC	Airgas - Houston	485.76	1,751.38
Bill	12/17/2005	6657	BreamTek Associates, LLC	Scott Medical	203.90	1,955.28
Bill	12/17/2005	6660	BreamTek Associates, LLC	Scott Medical	245.28	2,200.56
Bill	12/17/2005	6661	BreamTek Associates, LLC	Scott Specialty	60.50	2,261.06
Bill	12/22/2005	6669	BreamTek Associates, LLC	EGL Company	60.50	2,321.56
Bill	12/22/2005	6666	BreamTek Associates, LLC	EGL Company	40.34	2,361.90
Bill	12/29/2005	6671	BreamTek Associates, LLC	EGL Company	176.37	2,538.27
Bill	12/29/2005	6667	BreamTek Associates, LLC	Scott Specialty	404.80	2,943.07
Bill	12/29/2005	6673	BreamTek Associates, LLC	Scott Medical	108.27	3,051.34
Bill	12/29/2005	6674	BreamTek Associates, LLC	Scott Medical	35.04	3,086.38
Bill	1/6/2006	6672-SSG	BreamTek Associates, LLC		80.96	3,167.34
Bill	1/6/2006	6674A-SMP	BreamTek Associates, LLC		195.87	3,363.21
Bill	1/6/2006	6674B-SMP	BreamTek Associates, LLC		175.78	3,538.99
Bill	1/6/2006	6677-SSG	BreamTek Associates, LLC		139.58	3,678.57
Bill	1/8/2006	6678-SSG	BreamTek Associates, LLC		28.03	3,706.60
Bill	1/18/2006	6680-SSG	BreamTek Associates, LLC		103.64	3,810.24
Bill	1/18/2006	6687-EGL	BreamTek Associates, LLC		801.60	4,611.84
Bill	1/20/2006	6682-SMP	BreamTek Associates, LLC		56.06	4,667.90
Bill	1/20/2006	6683-SSG	BreamTek Associates, LLC		125.56	4,793.46
Bill	1/20/2006	6684-SSG	BreamTek Associates, LLC		8.07	4,801.53
Bill	1/20/2006	6686-EGL	BreamTek Associates, LLC		242.88	5,044.41
Bill	1/27/2006	6685A-SMP	BreamTek Associates, LLC		141.93	5,186.34
Bill	1/27/2006	6685B-SMP	BreamTek Associates, LLC		95.33	5,281.67
Bill	2/6/2006	6689-SMP	BreamTek Associates, LLC		213.89	5,495.56
Bill	2/6/2006	6694A-SMP	BreamTek Associates, LLC		190.90	5,686.46
Bill	2/6/2006	6694B-SMP	BreamTek Associates, LLC		175.20	5,861.66
Bill	2/6/2006	6695-SSG	BreamTek Associates, LLC		64.54	5,926.20
Bill	2/7/2006	6697-EGL	BreamTek Associates, LLC		195.64	6,121.84
Bill	2/10/2006	6705-Norco	BreamTek Associates, LLC		103.95	6,225.79
Bill	2/13/2006	6688-SSG	BreamTek Associates, LLC		161.92	6,387.71
Bill	2/21/2006	6696-SMP	BreamTek Associates, LLC		404.80	6,792.51
Bill	2/21/2006	6699-SMP	BreamTek Associates, LLC		98.11	6,890.62
Bill	2/21/2006	6704-SSG	BreamTek Associates, LLC		133.15	7,023.77
Bill	2/21/2006	6708-SSG	BreamTek Associates, LLC		485.76	7,509.53
Bill	2/21/2006	6707-SMP	BreamTek Associates, LLC		140.16	7,649.69
Bill	2/23/2006	6712-SSG	BreamTek Associates, LLC		287.86	7,937.55
Bill	3/3/2006	6713A-SMP	BreamTek Associates, LLC		104.95	8,042.50
Bill	3/3/2006	6713B-SMP	BreamTek Associates, LLC		80.96	8,123.46
Bill	3/10/2006	6716A-SMP	BreamTek Associates, LLC		323.84	8,447.30
Bill	3/10/2006	6716B-SMP	BreamTek Associates, LLC		161.92	8,609.22
Bill	3/10/2006	6722A-SMP	BreamTek Associates, LLC		95.84	8,705.06
Bill	3/10/2006	6722B-SMP	BreamTek Associates, LLC		121.47	8,826.53
Bill	3/10/2006	6723-SSG	BreamTek Associates, LLC		108.54	8,935.07
Bill	3/20/2006	6718-Mittle	BreamTek Associates, LLC		116.80	9,051.87
Bill	3/25/2006	6728-SSG	BreamTek Associates, LLC		103.64	9,155.51
Bill	3/27/2006	6734-EGL	BreamTek Associates, LLC		161.92	9,317.43
Bill	3/30/2006	6730-SMP	BreamTek Associates, LLC		197.39	9,514.82
Bill	3/30/2006	6733-SSG	BreamTek Associates, LLC		647.68	10,162.50
Bill	3/30/2006	6738A-SMP	BreamTek Associates, LLC			

F. h. h. i. t "R"

04/30/07

P.S.I. PLUS, INC.
Profit & Loss Detail
 January 2005 through April 2007

Type	Date	Num	Name	Memo	Amount	Balance
					80.96	10,243.46
BIII	3/30/2006	6738B-SMP	BreamTek Associates, LLC		49.80	10,293.26
BIII	3/30/2006	6738C-SMP	BreamTek Associates, LLC		18.57	10,311.83
BIII	3/30/2006	6738D-SMP	BreamTek Associates, LLC		233.80	10,545.43
BIII	3/30/2006	6739-SSG	BreamTek Associates, LLC		103.64	10,649.07
BIII	4/10/2006	6742-EGL	BreamTek Associates, LLC		22.58	10,671.65
BIII	4/11/2006	6715-Praxai	BreamTek Associates, LLC		22.16	10,693.81
BIII	4/14/2006	6746-SMP	BreamTek Associates, LLC		14.98	10,708.79
BIII	4/14/2006	6749-SMP	BreamTek Associates, LLC		237.10	10,945.89
BIII	4/14/2006	6750-SSG	BreamTek Associates, LLC		161.92	11,107.81
BIII	4/14/2006	6751-SMP	BreamTek Associates, LLC		126.77	11,234.58
BIII	4/26/2006	6753-NRI	BreamTek Associates, LLC		116.50	11,351.08
BIII	4/26/2006	6755-CRS	BreamTek Associates, LLC		191.79	11,542.87
BIII	5/8/2006	6776-CRS	BreamTek Associates, LLC		43.80	11,586.67
BIII	5/8/2006	6760-SSG	BreamTek Associates, LLC		161.92	11,748.59
BIII	5/8/2006	6761A-SMP	BreamTek Associates, LLC		99.60	11,848.19
BIII	5/8/2006	6761B-SMP	BreamTek Associates, LLC		71.88	11,920.07
BIII	5/8/2006	6761C-SMP	BreamTek Associates, LLC		146.00	12,066.07
BIII	5/8/2006	6762-SSG	BreamTek Associates, LLC		189.80	12,255.87
BIII	5/8/2006	6769-SSG	BreamTek Associates, LLC		83.26	12,339.13
BIII	5/8/2006	6770-SMP	BreamTek Associates, LLC		91.77	12,430.90
BIII	5/8/2006	6774-EGL	BreamTek Associates, LLC		131.40	12,562.30
BIII	5/9/2006	6777-SSG	BreamTek Associates, LLC		212.39	12,774.69
BIII	5/12/2006	6787-CRS	BreamTek Associates, LLC		195.64	12,970.33
BIII	5/19/2006	6784-SSG	BreamTek Associates, LLC		190.34	13,160.67
BIII	5/19/2006	6803-EGL	BreamTek Associates, LLC		809.60	13,970.27
BIII	6/12/2006	6792A-SMP	BreamTek Associates, LLC		323.84	14,294.11
BIII	6/14/2006	6792B-SMP	BreamTek Associates, LLC		107.82	14,401.93
BIII	6/14/2006	6793-SMP	BreamTek Associates, LLC		259.94	14,661.87
BIII	6/14/2006	6808-CRS	BreamTek Associates, LLC		122.64	14,784.51
BIII	6/21/2006	6795-SSG	BreamTek Associates, LLC		127.31	14,911.82
BIII	6/26/2006	6797-SSG	BreamTek Associates, LLC		47.85	14,959.67
BIII	6/26/2006	6799A-SMP	BreamTek Associates, LLC		49.80	15,009.47
BIII	6/26/2006	6799B-SMP	BreamTek Associates, LLC		2.49	15,011.96
BIII	6/26/2006	6806-SMP	BreamTek Associates, LLC		77.09	15,089.05
BIII	6/26/2006	6807-SSG	BreamTek Associates, LLC		152.42	15,241.47
BIII	7/3/2006	6809-SSG	BreamTek Associates, LLC		82.34	15,323.81
BIII	7/3/2006	6810-SSG	BreamTek Associates, LLC		119.14	15,442.95
BIII	7/3/2006	6814-SSG	BreamTek Associates, LLC		404.80	15,847.75
BIII	7/17/2006	6818A-SMP	BreamTek Associates, LLC		62.25	15,910.00
BIII	7/17/2006	6818B-SMP	BreamTek Associates, LLC		94.97	16,004.97
BIII	7/18/2006	6827-EGL	BreamTek Associates, LLC		114.46	16,119.43
BIII	7/18/2006	6815-SSG	BreamTek Associates, LLC		131.40	16,250.83
BIII	7/18/2006	6817-SSG	BreamTek Associates, LLC		203.82	16,454.65
BIII	7/18/2006	6822-SSG	BreamTek Associates, LLC		238.27	16,692.92
BIII	7/31/2006	6825-SSG	BreamTek Associates, LLC		219.00	16,911.92
BIII	7/31/2006	6831-SSG	BreamTek Associates, LLC		60.83	16,972.75
BIII	8/10/2006	6837-SMP	BreamTek Associates, LLC		167.02	17,139.77
BIII	8/10/2006	6840-SSG	BreamTek Associates, LLC		102.20	17,241.97
BIII	8/10/2006	6842-SSG	BreamTek Associates, LLC		75.83	17,317.80
BIII	8/18/2006	6844-SMP	BreamTek Associates, LLC		57.58	17,375.38
BIII	9/7/2006	6851A-SMP	BreamTek Associates, LLC		87.15	17,462.53
BIII	9/7/2006	6851B-SMP	BreamTek Associates, LLC		143.14	17,605.67
BIII	9/18/2006	6857A-SMP	BreamTek Associates, LLC		242.08	17,847.75
BIII	9/18/2006	6857B-SMP	BreamTek Associates, LLC		43.80	17,891.55
BIII	9/22/2006	6861-SSG	BreamTek Associates, LLC		42.44	17,933.99
BIII	9/25/2006	6867A-EGL	BreamTek Associates, LLC		83.51	18,017.50
BIII	10/6/2006	6871-SSG	BreamTek Associates, LLC		87.60	18,105.10
BIII	10/6/2006	6872-SSG	BreamTek Associates, LLC		93.44	18,198.54
BIII	10/20/2006	6878A-SSG	BreamTek Associates, LLC		74.17	18,272.71
BIII	11/3/2006	6885A-SSG	BreamTek Associates, LLC			

04/30/07

P.S.I. PLUS, INC.
Profit & Loss Detail
 January 2005 through April 2007

Type	Date	Num	Name	Memo	Amount	Balance
					120.26	18,392.97
BIII	11/6/2006	6895-EGL	BreamTek Associates, LLC		194.64	18,587.61
BIII	12/18/2006	6916-EGL	BreamTek Associates, LLC			
Total 713 - Commissions agents					18,587.61	18,587.61
Total 700 - SELLING EXPENSE					18,587.61	18,587.61
Total Expense					18,587.61	18,587.61
Net Ordinary Income					-18,587.61	-18,587.61
Net Income					-18,587.61	-18,587.61

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

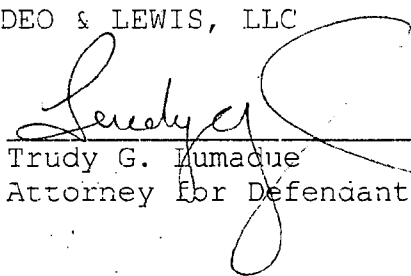
I, Trudy G. Lumadue, do hereby certify that a certified copy of Answer and New Matter was served on the following and in the following manner on the 27th day of June, 2007:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


Trudy G. Lumadue
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

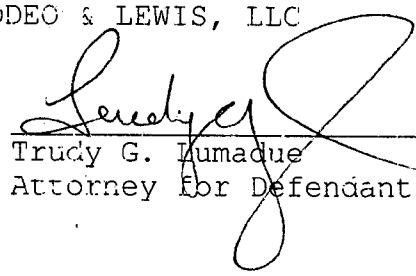
I, Trudy G. Lumadue, do hereby certify that a certified copy of Answer and New Matter was served on the following and in the following manner on the 27th day of June, 2007:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


Trudy G. Lumadue
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Answer to New
Matter

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED *no cc*
m110:5084
JUL 18 2007 *CR*

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

ANSWER TO NEW MATTER

AND NOW, comes Plaintiffs, BreamTek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Answer to Defendant's New Matter and says as follows:

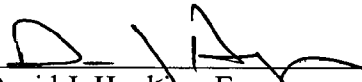
16. No answer is required of this paragraph.
17. Admitted.
18. Admitted.
19. Neither admitted nor denied. Plaintiff demands strict proof at trial.
20. Admitted.
21. Denied. Plaintiff is owed commissions for all orders Defendant received for the period January 31, 2006 through January 31, 2007.
22. Denied. Plaintiff is owed commissions for all orders Defendant received on "BTA Accounts" for the period January 31, 2006 through January 31, 2007.

23. Denied. Plaintiff has not been paid for sales commissions for orders received by Defendant for the period January 31, 2006 through January 31, 2007.

WHEREFORE, Plaintiff requests this Honorable Court to dismiss the New Matter of P.S.I. Plus, Inc. with prejudice.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY: 

David J. Hopkins, Esquire
Attorney for Plaintiff

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

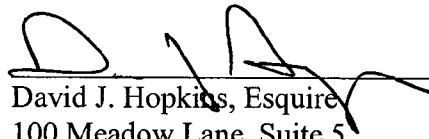
BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to New Matter, filed on behalf of Plaintiff, BreamTek Associates, LLC, was served on the 17th day of July, 2007, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

No. 07-384-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

&

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

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

Dated: September 13, 2007

FILED *no cc*
0/10-4-08
SEP 13 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

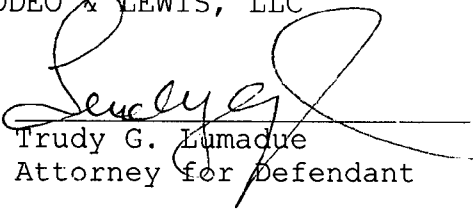
I, Trudy G. Lumadue, do hereby certify that a true and correct copy of Defendant's Response to Plaintiff's Request for Production of Documents was served on the following and in the following manner on the 13th day of September, 2007:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


Trudy G. Lumadue
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

No. 07-384-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

&

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

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

Dated: September 13, 2007

FILED NO cc
010/4000
SEP 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

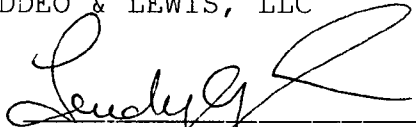
CERTIFICATE OF SERVICE

I, Trudy G. Lumadue, do hereby certify that a true and correct copy of Defendant's Answers to Interrogatories was served on the following and in the following manner on the 13th day of September, 2007:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: 

Trudy G. Lumadue
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Motion for
Partial Summary Judgment

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED
0/9:30/04
NOV 02 2007

NO CC
JP

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

MOTION FOR PARTIAL SUMMARY JUDGMENT

AND NOW, comes Plaintiff, BreamTek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Motion for Partial Summary Judgment against Defendant P.S.I. Plus, Inc., and in support thereof says as follows:

1. Plaintiff, BreamTek Associates, LLC, is a Pennsylvania limited liability company maintaining a principal business address at 228 Buskirk Road, Falls Creek, Pennsylvania 15840.
2. Defendant, P.S.I. Plus, Inc. is a Connecticut corporation maintaining a principal business address at 10 Bevin Road, East Hampton, Connecticut 06424.
3. This action was commenced on March 13, 2007. In this action, Plaintiff seeks commissions from Defendant as a result of a contract between the parties.
4. Plaintiff is an independent manufacturers' sales representative company.
5. Defendant is a manufacturer of steel cylinders.
6. This action is based on a sales representation agreement ("Agreement") dated December 24, 2004 that define the rights and obligations of the parties towards

each other. The Agreement was set forth as Exhibit "A" to Plaintiff's Complaint and is attached hereto as Exhibit "A" to this Motion.

7. This lawsuit and partial summary judgment action centers on commissions due Plaintiff after their Agreement was terminated.

8. The Complaint was filed on March 13, 2007. Plaintiff filed a Request for Production of Documents and Interrogatories and received a partial response to same. As a result of the partial response to Plaintiff's Request for Production of Documents and Interrogatories, Plaintiff now moves for partial summary judgment.

9. The Agreement set forth on Exhibit "A" is the controlling document. The document identifies Plaintiff as the exclusive representative for Defendant's products and services.

Appointment: PSI appoints BTA as their exclusive representative for PSI Cylinder products and services. Exclusion from the appointment are existent products sold to PSI House Accounts, as designated by account, address and products sold in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

10. Defendant agreed to pay Plaintiff commissions as follows:

Commission: PSI will pay a 5% commission on all invoices to BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

11. The only exclusion from the exclusive Representation Agreement were certain products sold to certain accounts identified by account, address and products. The specific products sold to specific accounts at their address were identified in the contract.

PSI House Accounts:

<u>Accounts</u>	<u>Address</u>	<u>Cyl. P/N</u>
1) Airgas Puritan	Ontario, CA	1) ND, ED, ED-1, RD, RD-1, YD, FD, GD, KD
2) Airgas Puritan	Linthicum Hts., MD	2) RD
3) Airgas Puritan	Lenexa, KS	3) FD, YD, KD
4) Airgas Puritan	Marlborough, MA	4) ED, YD
5) Heath Consultants	Houston, TX	
6) Environ Products	Smithfield, NC	
7) MIT	Cambridge, MA	

12. Consequently, anything not identified as a PSI House Account and product part number exclusion is subject to Plaintiff's commissions regardless of manner in which purchase orders were received.

13. The Agreement provided it could be terminated by either party after notice. The Agreement also provided for the continued payment of commissions after the Agreement was terminated.

14. In accordance with the Agreement, by letter dated January 20, 2006, Plaintiff terminated the Agreement effective January 31, 2006. The termination letter is attached hereto as Exhibit "B". Pursuant to the terms of the Agreement, Plaintiff was entitled to receive its five (5%) percent commission for all sales booked for BTA accounts through January 31, 2007.

15. The Agreement states:

Termination of Agreement: This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1,500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date.

16. A "BTA Account" is any sale of a non-excluded part to a non-excluded account.

17. Plaintiff did not receive the commissions due it and instituted this litigation.

18. Plaintiff propounded discovery upon Defendant requesting sale information and received a partial response from Defendant. Based upon the answers provided by Defendant, Plaintiff is entitled to summary judgment.

19. Defendant's Answer to Plaintiff's Request for Production of Documents identifies four (4) categories of sales in the one (1) year following the termination of the Agreement:

Category 1: Represents orders that do not meet the "booked order" designation per the Agreement and no commission was paid.

Category 2: Represents accounts and new customers obtained by P.S.I. Plus, Inc. and not by BreamTek Associates, LLC no commission was paid on these accounts as BreamTek Associates, LLC did not generate the accounts or the orders. Customer data has been blacked out to protect the proprietary interest of Defendant.

Category 3: Represents house accounts as defined in the Agreement and designated at the inception of the Agreement. No commission was paid. Product data and pricing has been blacked out to protect the proprietary interest of Defendant.

Category 4: Represents orders and accounts for which Defendant paid a commission to Plaintiff.

20. Category 4 sales are not at issue in this lawsuit, rather, Category 1, Category 2 and Category 3 sales are at issue.

21. Plaintiff is due a commission on Category 1 accounts as follows:

<u>ACCOUNT</u>	<u>PART</u>	<u>ORDER DATE</u>	<u>SHIPMENT DATE</u> (Invoice not rec'd.)	<u>SALES TOTAL</u>	<u>COMMISSIONS DUE TOTAL</u>
<u>EGL Company</u>	<u>100L</u>	<u>5/5/06</u>	<u>9/7/06</u>	<u>\$1,839.78</u>	<u>\$91.99</u>
<u>Advanced Gas</u>	<u>LB</u>	<u>4/24/06</u>	<u>4/27/06</u>	<u>\$325.00</u>	<u>\$16.25</u>
<u>CRS</u>	<u>PLD</u>	<u>Not legible</u>	<u>7/28/06, 9/15/06</u>	<u>\$14,233.30</u>	<u>\$711.67</u>
<u>CRS</u>	<u>PLD</u>	<u>3/17/06</u>	<u>6/30/06, 7/21/06, 7/28/06</u>	<u>\$15,850.00</u>	<u>792.50</u>
<u>Linde Gas</u>	<u>12257</u>	<u>3/7/06</u>	<u>6/26/06</u>	<u>\$2,287.60</u>	<u>\$114.38</u>
<u>Scott Medical</u>	<u>ZD</u>	<u>9/19/06</u>	<u>9/29/06, 12/8/06, 2/28/07</u>	<u>\$15,669.84</u>	<u>\$783.49</u>
<u>Scott Medical</u>	<u>ZD</u>	<u>8/21/06</u>	<u>9/12/06</u>	<u>\$5,450.90</u>	<u>272.55</u>
<u>Scott Medical</u>	<u>ZD</u>	<u>6/19/06</u>	<u>6/29/06</u>	<u>\$3,594.00</u>	<u>\$179.70</u>
<u>Scott Specialty</u>	<u>ED</u>	<u>4/6/06</u>	<u>4/10/06</u>	<u>\$1,615.95</u>	<u>\$80.80</u>
<u>Scott Specialty</u>	<u>105L</u>	<u>6/13/06</u>	<u>Not legible</u>	<u>\$42,048.00</u>	<u>\$2,102.40</u>
<u>Scott Specialty</u>	<u>Lecture</u>	<u>5/23/06</u>	<u>5/30/06</u>	<u>\$240.25</u>	<u>\$12.01</u>
<u>Scott Specialty</u>	<u>105L</u>	<u>1/17/06</u>	<u>Not legible</u>	<u>\$38,216.00</u>	<u>\$1,910.80</u>
<u>National Refrigerants</u>	<u>DD</u>	<u>5/16/06</u>	<u>7/26/06, 9/15/06, 9/18/06</u>	<u>\$2,723.10</u>	<u>\$136.16</u>

22. Plaintiff is entitled to commissions on Category 1 accounts listed above inasmuch as each sale listed above was booked between February 1, 2006 and January 31, 2007 and was not an excluded part sold to an excluded vendor.

23. The total sales for which Plaintiff is entitled to a commission total \$144,093.72 and Plaintiff is entitled to a commission of \$7,204.69.

24. Category 2 invoices represent accounts and new customers not obtained by Plaintiff that Defendant claims no commission are due. The sales were booked between February 1, 2006 and January 31, 2007 and are not excluded parts sold to excluded vendors, and therefore, Plaintiff is entitled to a commission. Sales set forth on Category 2 sales total \$ 21,459.58 and Plaintiff is entitled to a commission of \$1,072.98.

25. Plaintiff is entitled to commissions subsequent to the termination of the Agreement in recognition of the long term efforts to obtain new clients and new markets for Defendant's products and assisting Defendant in the development of new business and technology.

26. Category 3 invoices are for sales to excluded accounts for which Defendant alleges no commission is due.

27. A commission is due on Category 3 invoices when a non-excluded part was sold. Plaintiff is entitled to a commission for all non-excluded parts for the time period February 1, 2006 through January 31, 2007. Sales of Category 3 parts for which Plaintiff is owed a commission is \$ 297,839.38 and Plaintiff is entitled to a commission of \$14,891.97.

28. Plaintiff is entitled to commissions as follows;

Category 1 - \$7,204.69

Category 2 - \$1,072.98

Category 3 - \$14,891.97

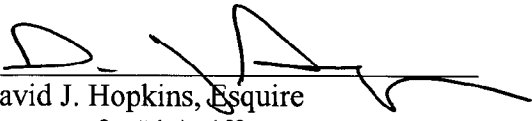
Total \$23,169.64

29. The facts and law in this case are not in dispute and the matter is ripe for summary judgment on the information Defendants have provided to Plaintiff.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter summary judgment in favor of Plaintiff and against the Defendant in the amount of \$23,169.64.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY: 
David J. Hopkins, Esquire
Attorney for Plaintiff

SALES REPRESENTATION AGREEMENT

This Agreement is made as of December 24, 2004 between P.S.I. Plus, Inc. (PSI), a Connecticut Corporation and BreamTek Associates, LLC (BTA), a Pennsylvania Limited Liability Company.

Principal: P.S.I. Plus, Inc., P.O. Box 147, 10 Bevin Road, East Hampton, CT 06424.

Representative: BreamTek Associates, LLC, 228 Buskirk Road, Falls Creek, PA 15840.

Appointment: PSI appoints BTA as their exclusive representative for PSI Cylinder products and services. Exclusion from the appointment are existent products sold to PSI House Accounts, as designated by account, address and products sold in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

PSI House Accounts:

<u>Accounts</u>	<u>Address</u>	<u>Cyl. P/N</u>
1) Airgas Puritan	Ontario, CA	1) ND, ED, ED-1, RD, RD-1, YD, FD, GD, KD
2) Airgas Puritan	Linthicum Hts., MD	2) RD
3) Airgas Puritan	Lenexa, KS	3) FD, YD, KD
4) Airgas Puritan	Marlborough, MA	4) ED, YD
5) Heath Consultants	Houston, TX	
6) Environ Products	Smithfield, NC	
7) MIT	Cambridge, MA	

Independent Contractor: BTA is an independent contractor.

Commission: PSI will pay a 5% commission on all invoices to all BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

Commission Payment: PSI will pay BTA commissions within 7 days of PSI's receipt of customer payment. PSI will provide with the commission payment a statement including account, invoice number and amount, customer payment date and commission amount.

EXHIBIT

tabbies

A

Expenses: PSI to provide BTA \$1200 monthly, for the first 12 months, to defray BTA's sales & marketing travel, communications and sales office administrative expenses, payable by PSI on the 15th day of each month.

Plant Visit Expenses: PSI will reimburse BTA for travel expenses incurred in conjunction with PSI Plant visits.

Terms of Agreement: One year, automatically renewable for one-year periods.

Termination of Agreement: This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date.

Marketing Materials and Sales Documents:

PSI will provide BTA with necessary marketing and sales materials and literature such as letterheads, stationery, business cards, and web page access, to be used in promotion of PSI cylinder sales. PSI will and BTA will provide copies of proposals, purchase orders, invoices, quotations and correspondence related to customers. PSI and BTA will share pertinent account personnel and marketing information. BTA will assist PSI and/or coordinate development of quotations and sales materials.

Pricing and Sales Order Acceptance:

PSI has the exclusive right to set pricing terms for all sales orders. PSI also has the exclusive right to accept sales. BTA will participate with assistance and advice in these matters, utilizing market experience and intelligence gained through market contact.

IN WITNESS WHEREOF, PSI and BTA have executed this Agreement, effective on the date first above written.

P.S.I. Plus, Inc.

By: [Signature]

BreamTek Associates, LLC

By: [Signature]

Hard copy in the mail

BreamTek Associates, LLC

203 Roselle Drive
Apollo, PA 15613
Phone (724) 727-2095
Fax (724) 727-2096
Email seaman@highvision.net

January 20, 2006

Mr. Douglas Dilla
P.S.I. Plus, Inc.
10 Bevin Road
East Hampton, CT 06424

Dear Doug:

BreamTek Associates, LLC, is hereby severing its relationship with P.S.I. Plus, Inc., pursuant to the Sales Representation Agreement, dated December 24, 2004, by and between BreamTek Associates, LLC and P.S.I. Plus, Inc., Termination of Agreement paragraph: "This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date". In lieu of the sixty (60) days written notice, as so stipulated in the Sales Representation Agreement, and in conjunction with the January 19, 2006 teleconference and mutual agreement between Doug Dilla (PSI) and John Seaman (BTA), the effective date of termination will hereby be January 31, 2006.

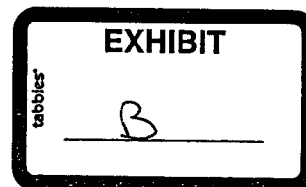
Pursuant to the terms and conditions set forth in the Sales Representation Agreement, Commission paragraph: "PSI will pay a 5% commissions on all invoices to all BTA accounts regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts. Exception is PSI will pay commissions to BTA for all paint ball and CO2 propellant gas accounts, serviced and or formally serviced by Scott companies, including National Paint Ball Company, as stipulated in the Sales Representative Agreement "Addendum" dated September 23, 2005. Pursuant to the terms and conditions of Commission Payment paragraph: "PSI will pay BTA commissions within 7 days of PSI's receipt of customer payment. PSI will provide with the commission payment a statement including account, invoice number and amount, customer payment date and commission amount". For accounting purposes, as stipulated in Agreement, PSI will provide BTA copies of all purchase orders and invoices pertinent to the Agreement. P.S.I. Plus commission payment obligation will continue for all purchase orders dated on or before January 31, 2007, until the P.S.I. Plus, Inc. payment obligation to BreamTek Associates, LLC is satisfied in its entirety.

Please direct any and all correspondence concerning this matter to the undersigned.

Sincerely,

BreamTek Associates, LLC

By John L. Seaman



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

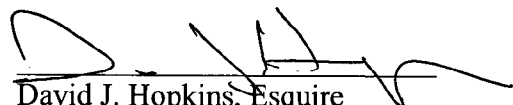
BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion for Partial Summary Judgment, filed on behalf of Plaintiff, BreamTek Associates, LLC, was served on the 2nd day of November, 2007, on all counsel of record addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Motion for
Appointment of an Independent
Auditor to Review the Books and
Records of Defendant

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED NO CC
019:31624
NOV 02 2007
SK

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

**MOTION FOR APPOINTMENT OF AN INDEPENDENT
AUDITOR TO REVIEW THE BOOKS AND RECORDS OF DEFENDANT**

AND NOW, comes Plaintiffs, BreamTek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Answer to Defendant's New Matter and says as follows:

AND NOW, comes Plaintiff, BreamTek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Motion for Partial Summary Judgment against Defendant P.S.I. Plus, Inc., and in support thereof says as follows:

1. Plaintiff, Breamtek Associates, LLC, is a Pennsylvania limited liability company maintaining a principal business address at 228 Buskirk Road, Falls Creek, Pennsylvania 15840.
2. Defendant, P.S.I. Plus, Inc. is a Connecticut corporation maintaining a principal business address at 10 Bevin Road, East Hampton, Connecticut 06424.
3. On or about July, 2007, Plaintiff propounded Request for Production of Documents upon Defendant, a copy of which is attached hereto as Exhibit "A".

4. Defendant requested additional time to answer to discovery and Plaintiff consented.

5. Defendant answered Request for Production of Documents on September 13, 2007. Defendant's answers are attached hereto collectively as Exhibit "B" categorizing sales information in four (4) categories.

6. Plaintiff has reviewed Defendant's answers for accuracy and has found Defendant's answers to be inaccurate at best and arguably fraudulent. Defendant failed to provide any invoices for Category 1, Category 2 and Category 3 sales.

7. Scott Specialty Gases/Scott Medical Products purchases products from the Defendant. Attached hereto as Exhibit "C" are payments made by Scott against P.S.I. invoices for the period January 6, 2006 through January 12, 2007.

8. The underlined and x'd invoices represent invoices for which Defendant did not pay Plaintiff and were not included in any of Defendant's categories submitted with Defendant's answers to Interrogatories and Request for Production of Documents dated September 13, 2007. Scott Specialty Gases/Scott Medical Products represents only one (1) of several accounts of the Plaintiff yet this clearly demonstrates that Defendant failed to provide full, complete and truthful accounting.

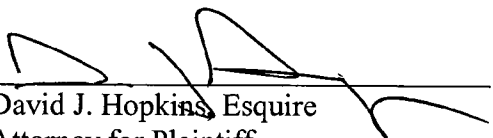
9. Inasmuch as Defendant has failed to provide an accurate and truthful accounting of purchase orders booked for the period February 1, 2006 through January 31, 2007 and all invoices rendered for those purchase orders, Plaintiff cannot determine its total damages. The only remedy available to Plaintiff is for an independent analysis of Defendant's books and records to determine what sales were booked for the period in question and invoices rendered.

10. Inasmuch as Plaintiff has proved Defendant did not provide a truthful accounting by deliberately not providing any invoices and some purchase orders for Category 1, Category 2 and Category 3 sales and by deliberately omitting at least nineteen (19) sales to one (1) account, it is appropriate to obligate Defendant to pay the cost of the accounting.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order appointing an independent auditor to examine the books and records of Defendant and ascertain all purchase orders booked between the period February 1, 2006 and January 31, 2007 and invoices rendered for those purchase orders and to provide same to Plaintiff and Defendant. The cost of the auditor is to be borne solely by the Defendant.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY: 

David J. Hopkins, Esquire
Attorney for Plaintiff

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

:
:
:
:
:
:
:

No. 2007-384- C.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion for Appointment of an Independent Auditor to Review the Books and Records of Defendant, filed on behalf of Plaintiff, BreamTek Associates, LLC, was served on the 2nd day of November, 2007, on all counsel of record addressed as follows:

HAND DELIVERED

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Plaintiff's First
Set of Interrogatories and First
Request for Production of Documents
Directed to the Defendant

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

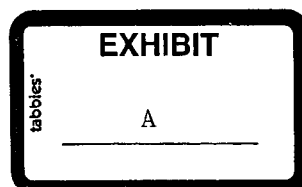
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300



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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

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No. 2007-384- C.D.

**PLAINTIFF'S INTERROGATORIES AND REQUEST FOR
PRODUCTION OF DOCUMENTS TO DEFENDANT**

Plaintiff, BreamTek Associates, LLC, by the undersigned attorney, requests that Defendant answer under oath the following Interrogatories within thirty (30) days of service in accordance with Pa.R.C.P. No. 4005 and 4006. These Interrogatories are deemed to be continuing to the extent provided in Pa. R.C.P. No. 4007.4:

INSTRUCTIONS AND DEFINITIONS

Please follow these instructions and use the following definitions in answering these interrogatories. Any term or word that is not defined herein has its usual and customary meaning.

- a. Each of the following Interrogatories shall be answered separately and fully in writing. The answers shall be signed and verified by the person making them. Objections, if any, shall be signed by the attorney making them.
- b. Where knowledge or information in possession of a party is requested, such request includes knowledge of the party's agents, employees, servants, officers, directors, accountants, attorneys (unless privileged), or other persons acting or purporting to act on behalf of the party to whom these Interrogatories are addressed. You must make inquiries of your agents, employees, etc., whenever such inquiry is necessary to enable you to answer these interrogatories completely and accurately.
- c. When, after a reasonable and thorough investigation, you are unable to answer any Interrogatory, or any part thereof, because of lack of information available to you, specify in full and complete detail the reason the information is not available to you and what has been done to locate such information. In addition, specify what knowledge or belief you have concerning the unanswered portion of the Interrogatory and set forth the facts upon which such knowledge or belief is based.
- d. Where an Interrogatory does not specifically request a particular fact, but where such fact or facts are necessary to make the answer to the Interrogatory either comprehensible, or

complete, or not misleading, you are requested to include such fact or facts as part of the answer, and the Interrogatory shall be deemed specifically to request such fact or facts.

e. If, in answering these interrogatories, you encounter any ambiguity, in a question, instruction, or definition, set forth the matter deemed ambiguous and the interpretation you used in answering.

f. If you assert a privilege, work product immunity, or decline to provide an answer on the basis of some other objection, please:

i. identify and describe the document or communication in question;

ii. describe the basis for the asserted privilege or objection;

iii. identify every person to whom the document was sent, or every person present when the communication was made;

iv. identify the present custodian of the document, if any.

Include sufficient facts for the court to make a full determination of whether the claim or objection is valid.

g. Unless otherwise indicated, these interrogatories refer to the time, places and circumstances of the occurrences mentioned or complained of in Plaintiff's Complaint and Defendant's Answer and New Matter.

h. The pronoun "you" refers to the party to whom these Interrogatories are addressed, the party's agents, representatives and, unless privileged, the party's attorneys. Additionally, the pronoun "you" refers to each parent, predecessor, subsidiary, affiliate, and each present and former officer, employee, agent, representative, and attorney of a corporate or other business entity.

i. The word "person" means any natural individual in any capacity whatsoever or any entity or organization, including divisions, department, or other units therein, and shall include without limitation a public or private corporation, partnership, joint venture, voluntary unincorporated association, organization, proprietorship, trust, state, government agency, commission, bureau, or department.

j. The term "document" means any medium in which information or intelligence can be recorded or retrieved, and includes, without limitation, the original or copy, regardless of origin and location, of any book, pamphlet, periodical, letter memorandum, (including any memorandum or report of a meeting or conversation), invoice, bill, order, form, receipt, financial statement, accounting entry, diary, calendar, telex, telegram, cable, report, record, contract, study, handwritten note, draft, working paper, chart, paper, print, laboratory record, drawing sketch, graph, index, list, tape, photograph, microfilm, data sheet, or data processing

card, or any other written, recorded, transcribed, punched, taped, filmed, or graphic matter, however produced or reproduced, which is or was in your possession, custody or control.

k. The term "communication" means any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more persons, by or to whomsoever made, and including without limitation correspondence, documents, conversations, dialogues, discussions, interviews, consultations, agreements, and other understandings.

l. The word "identify," or words of similar import, when used in reference to:

i. a natural individual, requires you to state his or her full name, and present or last known residential address, business address, and telephone number;

ii. a corporation, requires you to state its full corporate name, and any names under which it does business, its state of incorporation, the address and telephone number of its principal place of business, and the address and telephone number(s) of all its officers;

iii. a business other than a corporation, requires you to state the full name or style under which the business is conducted, its business addresses, its telephone numbers, and the identity of the persons who own, operate, and control the business;

iv. a document, requires you to state its title, its date, the names of its authors and recipients, and its present or last known location and custodian, including any documents prepared subsequent to any time period;

v. a communication, requires you, if any part of the communication was written, to identify the documents which refer to or evidence the communication, and, if any part of the communication was non-written, to identify the person participating in or otherwise present during all or part of the communication, and describe the substance thereof.

m. When an Interrogatory requires you to "describe," to "state the basis of," or to "state the facts" on which you rely to support a particular claim, contention, or allegation, state in your answer each and every fact and identify each and every communication or document which you contend supports, refers to, or evidences such claim, contention, or allegation. When an Interrogatory requires you otherwise to describe or state the facts relating to any particular set of circumstances, act, event, transaction, occurrence, meeting, purchase, sale, agreement, contract, venture, relationship, conversation, representation, communication, or other item of information, state briefly in your answer the facts (including dates and places) relating to such transaction, occurrence, relationship, set of circumstances, etc.; identify any persons who are or were parties thereto or have knowledge thereof; and identify any communications and documents relating to or evidencing such transaction, occurrence, relationship, set of circumstances, etc.

INTERROGATORIES

1. State:
 - a. The full and correct name of your corporation;
 - b. The date on which you were incorporated;
 - c. The state of incorporation;
 - d. The exact place of incorporation;
 - e. The major place of business;
 - f. The type or nature of business performed;
 - g. The names and present addresses of all officers from January 1, 2006 to the present;
 - h. When the corporation was licensed to do business in this state.

ANSWER:

2. With reference to the individual answering these Interrogatories, state:
 - a. Your name, address, telephone number, position with the company, length of employment with the Defendant.

ANSWER:

3. Set forth a statement as to the investigations you have made prior to your answering the Interrogatories set forth herein.

ANSWER:

4. For each order you received from January 1, 2006 through April 30, 2007, state the name of the individual or entity who placed the order.

ANSWER:

5. The principal place of business of the purchasing individual or entity.

ANSWER:

6. The telephone number of the purchasing individual or entity.

ANSWER:

7. Describe the product that was ordered.

ANSWER:

8. Set forth the date the order was "booked".

ANSWER:

9. Set forth the date the order was shipped.

ANSWER:

10. Set forth the address where the order was shipped.

ANSWER:

11. Describe whether you paid Plaintiff a commission on the order, and if so, the date paid and the amount paid.

ANSWER:

12. If you do not believe a commission is due Plaintiff for the order, set forth the factual basis for your opinion.

ANSWER:

13. Do you agree that BreamTek terminated the December 24, 2004 Sales Representative Agreement effective January 31, 2006?

ANSWER:

14. Without resorting to legal conclusions, set forth your definition of a "PSI House Account".

ANSWER:

15. Do you understand that you are answering the Interrogatories and Request for Production of Documents pursuant to 18 Pa. C.S.A. Section 4904?

ANSWER:

Respectfully submitted,

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

I hereby verify that the statements made in the Answer to First Set of Interrogatories Directed to Defendant are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

P.S.I. PLUS, INC.

By: _____

Dated:

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

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No. 2007-384- C.D.

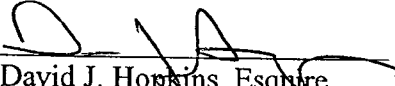
REQUEST FOR PRODUCTION OF DOCUMENTS

You are hereby requested to produce, pursuant to Pennsylvania Rule of Civil Procedure 4009, the following documents, writings, photographs, or tangible things. Said documents, writings, photographs, or tangible things are to be produced, for the purpose of inspecting, photographing and copying, at the law offices of Hopkins Heltzel LLP, on or before thirty (30) days from the date of service of this Request for Production:

1. All correspondence between Plaintiff and Defendant.
2. All checks issued by Defendant to Plaintiff.
3. All evidence of all orders received from January 1, 2006 through March 30, 2007 regardless of whether Defendant believes a commission is due Plaintiff for the order.
4. All communications between Defendant and the individual or entity who placed an order with Defendant from January 1, 2006 through April 30, 2007.

Respectfully submitted,

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

I hereby verify that the statements made in the Answer to the First Request for Production of Documents Directed to Defendant are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

P.S.I. PLUS, INC.

By: _____

Dated:

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

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:
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:
:
:
:

No. 2007-384- C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that PLAINTIFF'S FIRST SET OF INTERROGATORIES
AND REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO DEFENDANT
was forwarded on the 17th day of July, 2007, by United States Mail postage prepaid,
addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
Attorney for Plaintiff
Supreme Court No. 42519

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

DEFENDANT'S RESPONSE TO PLAINTIFF'S REQUEST FOR
PRODUCTION OF DOCUMENTS

TO THE PLAINTIFF, BREAMTEK ASSOCIATES, LLC:

NOW COMES the Defendant, P.S.I. Plus, Inc., and hereby responds to Plaintiff's request for production of documents as follows:

1. Defendant has no correspondence between Plaintiff and Defendant that has not already been exchanged.
2. Defendant does not have copies of checks issued to Plaintiff in its possession. As Plaintiff has equal access to checks that were provided to it this request is overly burdensome and considered as an intent to harass the Defendant and Defendant objects thereto.
3. Documentation for all evidence of orders is being provided up to and including January 31, 2007 as anything beyond this date is not within the scope of discovery. The following is provided and attached hereto:

EXHIBIT

B

Category 1: Represents orders that do not meet the "booked order" designation per the agreement and no commission was paid.

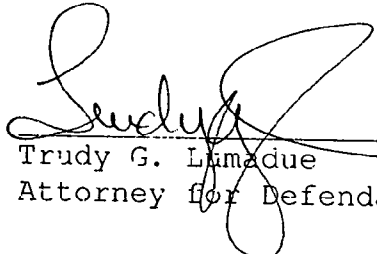
Category 2: Represents accounts and new customers obtained by P.S.I. Plus, Inc. and not by Breamtek Associates, LLC. No commission was paid on these accounts as Breamtek Associates, LLC did not generate the accounts or the orders. Customer data has been blacked out to protect the proprietary interest of Defendant.

Category 3: Represents house accounts as defined in the agreement and designated at the inception of the agreement. No commission was paid. Product data and pricing has been blacked out to protect the proprietary interest of Defendant.

Category 4: Represents orders and accounts for which Defendant paid a commission to Plaintiff.

4. The orders as produced in response to number three supra represent the communications between Defendant and customers placing orders.

NADDEO & LEWIS, LLC

By: 

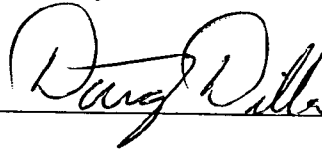
Trudy G. Limadue
Attorney for Defendant

VERIFICATION

I hereby verify that the statements made in the Answer to the First Request for Production of Documents Directed to Defendant are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

P.S.I. PLUS, INC.

By: _____



Dated:

8/9/07

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

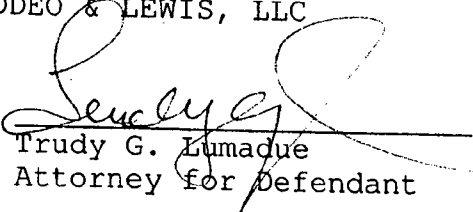
I, Trudy G. Lumadue, do hereby certify that a true and correct copy of Defendant's Response to Plaintiff's Request for Production of Documents was served on the following and in the following manner on the 13th day of September, 2007:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


Trudy G. Lumadue
Attorney for Defendant

CATEGORY 1

O.U.N.S. 00-216-4135

America's largest
Fluorescent tube
and rare gases for the Neon Industry

Your Neon Source

The EGL Company, Inc.

100 Industrial Road
Berkeley Heights, N.J. 07922
Tel.: 908-508-1111 • Fax: 908-508-1122

043840

To:

PSI PLUS INC.

10 BEVIN ROAD

P.O. BOX 147

E. HAMPTON, CT 06424

Contact: Doug Dilla

Purchase Order 331

never complete per
custo 8/6/07Order
Date

05-05-06

Order
Type

Original

Charge
Order No.Page
No.

1

Ship To:

THE EGL COMPANY, INC

100 INDUSTRIAL ROAD

BERKELEY HEIGHTS, NJ 07922

no. Comm

Item Number	Description	Qty	Rev/UM	Delivery Date	Unit Price	Extended Price

065016A/D

81

EA 06-05-06

36.9300

2,991.33

100L BLACK CYLINDER V/C/C

580 VALVE CYLINDER IS TO
INCLUDE VALVE and PLASTIC
CAP ***17" CYLINDER
HEIGHT***

(3.31)

* See Over

33.62

Corrected Price 9/11/06

45

11/29/06

34.07

E.G.L. Company, Inc. Tax Exempt Number: 221810158

Shipped

54

9/07/06

#6867B

Commission to 75-
this order 54-
No commission
for Aug 9/11/06

ALL RETURNS MUST INCLUDE RETURN AUTHORIZATION NUMBER

Buyer	CAROL GOMES	Total	\$2,991.33
DESTINATION	Payment Terms 1%, 10, NET 30	Approved By	

SHOW Purchase Order Number on all Invoices

NEON PLANTS: Complete line of equipment.

MATERIALS COVERED BY THIS INVOICE ARE GUARANTEED AGAINST DEFECTS. OUR LIABILITY WILL BE LIMITED EXCLUSIVELY TO THE REPLACEMENT OF DEFECTIVE ITEMS COVERED BY THIS INVOICE. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

Purchase Order

Purchase Order No.

6300-2409

Date Issued

4/24/06

ORDERED BY:

Advanced Gas Technologies, Inc.
1401 Stauffer Rd
P.O. Box 35
Palm, PA 18070-0035

To:

P.S.I. Plus, Inc.
P.O. Box 147
East Hampton, CT 06424-0060

Ship To:

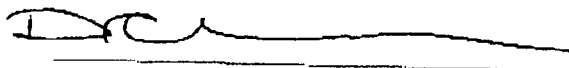
Advanced Gas Technologies, Inc.
1401 Stauffer Rd
P.O. Box 35
Palm, PA 18070-0035

no comm

Good Thru	Ship Via	Account No.	Terms
5/24/06			Net 30 Days

Quantity	Item	Description	Unit Cost	Extension
25.00		1/2" thread opening LB	13.00	325.00
<i>Shipped 25 4/27/06 #6783</i>				
TOTAL				\$325.00

Authorized Signature





2601 Technology Drive
Louisville, KY 40299
USA

Phone (502) 491-6300
Fax (502) 491-3390

****Purchase Order****
45355

08/12/2006

no comm.

Vendor: PSI Plus
VEND-11027 PO Box 147

East Hampton, CT 06424

Ship To: CRS Inc.
2601 Technology Drive
Louisville, KY 40299

ATTN: Doug Bick

1002

Terms: 1% 10 Net 30

Ship Via: R & L Collect

Ordered By:

Vendor Item Number	Quantity Ordered	UOM	Item Description	Requested Arrival Date	Unit Price	Extended Price
PLD-1/4"-BE-Unc	1,000	Each	Steel Cylinder - Not Plated	9/1/06	\$ 15.85	\$ 15,850.00

CRS Item: 202TSCNP

Please Note:

*Please see attached for drawing.
*This is a blanket order. Please release 500 for receipt on 9/1/06 and 500 for receipt on 10/6.
*Please confirm receipt of order and ship dates. Please ship via R&L Carrier Collect. Thank you.

Email:

sales@psiplus.us

Total Purchase Order

\$15,850.00

PLEASE CONFIRM THIS ORDER

Dana Holtan

Approved Vendor's Signature

Expected Ship Date

Authorized Signature

****Please confirm pricing and delivery date****

Acceptance of this PO by Acknowledgement, shipment, or otherwise, seller agrees to the CRS standard purchase order terms 10.17.01 as well as those set forth on the face of this order.

Shipped

70

828

7/28/06

6850

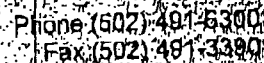
9/15/06

6875

9/21/07

Complete
Per Doug

New PO # 47300
Issued 2/12/07
25 cyl. speed changed



no comm.

Ship To: CRS Inc.
2601 Technology Drive
Louisville, KY 40299

East Hampton, CT 06424

Ordered By:

15.85 correct price

CRS Item: 202TSCNP

sales@psiplus.us

PLEASE CONFIRM
THIS ORDER

Shipped

706	6/30/06	# 6829
230	7/21/06	# 6843
64	7/28/06	# 6850

1000

Dana Holton

Expected Ship Date

Authorized Signature

****Please confirm pricing and delivery date****

Acceptance of this PO by acknowledgement, shipment, or otherwise, seller agrees to the CRS standard purchase order terms 10/17/01 as well as those set forth on the face of this order.

PSI Plus Inc.

P.O. 44706 has been confirmed.

Thanks for your order

Doug Dille 3/18/06

Holtz

signature

Thelma

want order complete to me

nos.

P.O.

PSI PLUS INC
PO Box 147
EAST HAMPTON CT 06424-0147

Purchase order#: 4501281767
Order Date: 03/07/2006
Contact: Bill Bayton
Phone: 419-893-7226
Fax: 419-893-2963

Your Vendor# 112979

Vendor Fax: 860-267-9629

Please Ship To:

Maumee Specialty Gas Plant
Heather Ruckreigle
Linde Gas LLC
6421 Monclova Road
MAUMEE OH 43537

Mail Invoices To:

Linde Gas LLC
P.O. Box 94737
Cleveland, OH 44101-4737

Payment Terms: Within 30 days Due net
Shipping Terms: See Below For Delivery instr.

ppcr 002334

The Supplier must immediately inform the Buyer of any disagreement in the pricing, quantity, description or inability to meet the required delivery date. Such information must be in the form of an order acknowledgement and be received by the Buyer prior to shipment. In the event Linde Gas does not receive an order acknowledgement, that will be considered confirmation of the Supplier's acceptance to all terms & conditions as stated on this purchase order.

Item	Material #	Quantity	UM	Unit Price	Total Price
Vendor Part #	Description		Required Date		
10	12257	200.000	CYL	15.0500	3,010.00
	Disposable LBS purchase only		LBS 03/13/2006		

Non-Taxable Item

Lecture bottle purchase

Water Volume: 29.37 cu in.
Diameter: 2.12 in
Height: 12.5 in
DOT Rating: E1800
Paint: Gold

3/4 inch

Shipped

152

6/26/06

6824

Cylinders must be DOT/TC stamped

James Healy

Called Complete

"Purchase Order Number Must Appear On All Packing Slips and Invoices"

no comm

John Benhardt
Purchasing Manager
Scott Medical Products
Plumsteadville Pa
(215) 766-7407 ext1278

----- Forwarded by John Benhardt/Development/PA03/SSG on 09/19/2006 12:54 PM -----



Scott Medical Products

6097 Easton Road, Building 3, Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 766-7250
www.scottgas.com

Purchase Order

Vendor Code:	008799	Date Created:	09/19/2006	Purchase Order No.
Vendor:	P.S.I. Plus, Inc.			No. 03-7295
	10 Bevin Road E. Hampton CT 06424 USA (860) 267-6667 Fax : (860) 267-9629			Certs Required: Yes MSDS Required: No

Scott Account Number:

Account Rep: Open

BILL TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

SHIP TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

Deliver To: Jim Martin/Manufacturing/PA03/SSG

Select Product Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	ZD Cylinder - C-1031 Rev. C	0305ZD	0305PZD	\$11.9800	300	ea	\$3594.00	10/16/06	0331-123
2	ZD Cylinder - C-1031 Rev. C	0305ZD	0305PZD	\$11.9800	300	ea	\$3594.00	11/3/06	0331-123
3	ZD Cylinder - C-1031 Rev. C	0305ZD	0305PZD	\$11.9800	300	ea	\$3594.00	12/8/06	0331-123
4	ZD Cylinder - C-1031 Rev. C	0305ZD	0305PZD	\$11.9800	300	ea	\$3594.00	01/12/07	0331-123

Grand Total: \$14376.00

Purchasing Terms and Conditions

P.S.I. Plus, Inc.ZD Cylinder - C-1031 Rev. C09/02/2005 09:56:57 AMP.S.I. Plus, Inc.ZD Cylinder - C-1031 Rev. C09/02/2005 09:56:57 AMP.S.I. Plus, Inc.ZD Cylinder - C-1031 Rev. C09/02/2005 09:56:57 AMP.S.I. Plus, Inc.ZD Cylinder - C-1031 Rev. C09/02/2005 09:56:57 AM

Shipped

368 9/29/06 #6881
 304 12/05/06 #6921 A
 308 636 2/28/06 #6964
 1308

Please confirm PO

NO COMM

----- Forwarded by John Benhardt/Development/PA03/SSG on 08/21/2006 01:20 PM -----



Scott Medical Products

6097 Easton Road, Building 3, Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 766-7250
www.scottgas.com

Purchase Order

Vendor Code:	008799	Date Created:	08/21/2006	Purchase Order No.
Vendor:	P.S.I. Plus, Inc.			No. 03-7192
	10 Bevin Road E. Hampton CT 06424 USA (860) 267-6667 Fax: (860) 267-9629			Certs Required: Yes MSDS Required: No

Scott Account Number: Account Rep: Open

BILL TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

SHIP TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

Deliver To: Jim Martin/Manufacturing/PA03/SSG ***For ZD's
they're shipping this week****

Select Product Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	ZD Cylinder - C-1031 Rev. C	0305ZD	0305PZD	\$11.9800	400	ea	\$4792.00	08/23/06	0331-123

Grand Total: \$4792.00

Purchasing Terms and Conditions

P.S.I. Plus, Inc. ZD Cylinder - C-1031 Rev. C 09/02/2005 09:56:57 AM

Over shipment -
OK per Doug
from John Benhardt

Shipped 455 pcs
9/12/06 # 6870

Please confirm PO

no comm

----- Forwarded by John Benhard/Development/PA03/SSG on 06/19/2006 11:41 AM -----



Scott Medical Products

6097 Easton Road, Building 3, Plumsteadville, PA 18949 Phone: (800) 233-4334 Fax: (215) 766-7250
www.scottgas.com

Purchase Order

Vendor Code: 008799 Date Created: 06/19/2006 Purchase Order No.

Vendor: P.S.I. Plus, Inc.

No. 03-6978

10 Bevin Road
E. Hampton CT 06424
USA
(860) 267-6667
Fax : (860) 267-9629

Certs Required: Yes
MSDS Required: No

Scott Account Number:

Account Rep: Open

BILL TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

SHIP TO: 6097 Easton Road
Building 3 Plumsteadville PA 18949

Deliver To: Jim Martin/Manufacturing/PA03/SSG

Line	Product Description	Scott Part Number	Vendor Part Number	Price	Qty	UOM	Total	Must Arrive By	Charge To
1	ZD Cylinder - C-1031 Rev. C	0305ZD	0305PZD	\$11.9800	300	ea	\$3594.00	07/14/06	0331-123

Grand Total: \$3594.00

Purchasing Terms and Conditions

Order Complete

Shipped 380

6/29/06 # 6826

SCOTT SPECIALTY GASES
1290 COMBERMERE STREET

TROY MI 480830000

Purchase Order Number: 051698
Date: 04/06/06 PAGE 1

no comm.

Vendor: 008799
PO To: PSI PLUS INC.
10 BEVIN ROAD
PO BOX 147
E. HAMPTON
Phone: 860.267.6667
Fax: 860.267.9629

CT 06424

Ship To: SCOTT SPECIALTY GASES
1290 COMBERMERE STREET

TROY MI 48083

Phone: 248-589-2950
Fax: 248-589-2134

Contact Routing F.O.B. Freight Terms
DOUG DILLA NET 30 DAYS

Receiving Hours: Receiving Hours 9:00-5:00 Monday thru Friday

By accepting this order supplier agrees to implement
their quality system in the fulfillment of this order.

Item Number/Description	UOM	Qty	Needed By	Unit Price	Ext Price
001 Stock: ED HIGH PRESSURE CAN 3/4" NPT WITHOUT VALVE	EA	81	04/14/06	19.9500	1615.95

Account Number: "05-31-431"

#03052108

No. 0000000000

Shipped 81
4/10/06 #6764

TOTAL ==> 1615.95

Approved by: RDE

Ordered by:

For terms and conditions, please reference our web site at:
<http://www.scottecatalog.com/Scottgas.nsf/web/TermsCondPO>

30 APR 06

no comm

Purchase Order Number: PA7329

Date: 06/13/06 PAGE 1

SCOTT SPECIALTY GASES
6141 EASTON ROAD. BLDG 1
PO BOX 310
PLUMSTEADVILLE PA 189490310

Vendor: 008799

PO To: PSI PLUS INC.
10 BEVIN ROAD
PO BOX 147
E. HAMPTON
Phone: 860.267.6667
Fax: 860.267.9629

CT 06424

Ship To: SCOTT SPECIALTY GASES, INC.
P.O. BOX 310 EXEMPT
6141 EASTON ROAD BLDG 1
PLUMSTEADVILLE PA 18949
Phone: 215-766-8861
Fax: 215-766-3897

Contact
DOUG DILLA

Routing
ROADWAY

F.O.B.
MFG PT

Freight
COLLECT

Terms
NET 30 DAYS

Receiving Hours: Receiving Hours 7 AM - 2 PM Monday thru Friday

By accepting this order supplier agrees to implement
their quality system in the fulfillment of this order.

Item	Number/Description	UOM	Qty	Needed By	Unit Price	Ext Price
001	Stock: 01055002 105 LITER BLUE CAN EBS (UNVALVED) Account Number: 01-51-123-06	EA	600	07/06/06	11.6800	7008.00
002	Stock: 01055001 105 LITER BEIGE CAN EBS (UNVALVED) Account Number: 01-51-123-06	EA	400	07/06/06	11.6800	4672.00
003	Stock: 01055002 105 LITER BLUE CAN EBS (UNVALVED) Account Number: 01-51-123-06	EA	600	07/20/06	11.6800	7008.00
004	Stock: 01055001 105 LITER BEIGE CAN EBS (UNVALVED) Account Number: 01-51-123-06	EA	400	07/20/06	11.6800	4672.00
005	Stock: 01055002 105 LITER BLUE CAN EBS (UNVALVED) Account Number: 01-51-123-06	EA	400	08/02/06	11.6800	4672.00
006	Stock: 01055001 105 LITER BEIGE CAN EBS (UNVALVED) Account Number: 01-51-123-06	EA	400	08/02/06	11.6800	4672.00
007	Stock: 01055002 105 LITER BLUE CAN EBS (UNVALVED) Account Number: 01-51-123-06	EA	400	08/16/06	11.6800	4672.00
008	Stock: 01055001 105 LITER BEIGE CAN EBS (UNVALVED) Account Number: 01-51-123-06	EA	400	08/16/06	11.6800	4672.00

TOTAL ==>

42048.00

Approved by:

Ordered by:

over

Order Long Note

SCOTT SPECIALTY GASES
9810 BAY AREA BLVD

PASADENA TX 775070000

Purchase Order Number: 043113

Date: 05/23/06 PAGE 1

no comm

Vendor: 008799

PO To: PSI PLUS INC.
10 BEVIN ROAD
PO BOX 147
E. HAMPTON

CT 06424

Phone: 860.267.6667
Fax: 860.267.9629

Ship To: SCOTT SPECIALTY GASES
9810 BAY AREA BLVD.

PASADENA TX 77507

Phone: 281.474.5800
Fax: 281.474.5857

Contact
DOUG DILLA

Routing
CHRIS R.

F.O.B.

Freight
PREPAID

Terms
NET 30 DAYS

Receiving Hours: Receiving Hours 9:00-5:00 Monday thru Friday

By accepting this order supplier agrees to implement
their quality system in the fulfillment of this order.

Item Number/Description	UOM	Qty	Needed By	Unit Price	Ext Price
001 Stock: LECTURE BOTTLE 3/8" FEMALE PIPE	EA	25	05/31/06	9.6100	240.25

PFD

Account Number: 04.31.464

Shipped Doug Dilla

25 pcs. #6800 5/24/06

5/30/06

5/24/06

Per Doug

Will use this P.O. No to ship in
add'l. 25 pcs.

TOTAL ==>

240.25

Approved by: _____

Ordered by:

For terms and conditions, please reference our web site at:
<http://www.scottecatalog.com/Scottgas.nsf/web/TermsCondPO>

SCOTT SPECIALTY GASES
6141 EASTON ROAD, BLDG 1
PO BOX 310
PLUMSTEADVILLE PA 189490310

Purchase Order Number: PA7766
Date: 11/17/06 PAGE 1

no comm

Vendor: 008799
PO To: PSI PLUS INC.
10 BEVIN ROAD
PO BOX 147
E. HAMPTON
Phone: 860.267.6667
Fax: 860.267.9629

CT 06424

Ship To: SCOTT SPECIALTY GASES, INC.
P.O. BOX 310 EXEMPT
6141 EASTON ROAD BLDG 1
PLUMSTEADVILLE PA 18949
Phone: 215-766-8861
Fax: 215-766-3897

Contact: DOUG DILLA Routing: ROADWAY F.O.B. MFG PT Freight: COLLECT Terms: NET 30 DAYS

Receiving Hours: Receiving Hours 7 AM - 2 PM Monday thru Friday

By accepting this order supplier agrees to implement their quality system in the fulfillment of this order.

Item Number/Description	UOM	Qty	Needed By	Unit Price	Ext Price
001 Stock: 01055002 105 LITER BLUE CAN	EA	600	02/06/07	11.6800	7008.00
Account Number: 01-51-123-06					
002 Stock: 01055001 105 LITER BEIGE CAN EBS (UNVALVED)	EA	400	02/06/07	11.6800	4672.00
Account Number: 01-51-123-06					
003 Stock: 01055002 105 LITER BLUE CAN	EA	600	03/20/07	11.6800	7008.00
Account Number: 01-51-123-06					
004 Stock: 01055001 105 LITER BEIGE CAN EBS (UNVALVED)	EA	400	03/20/07	11.6800	4672.00
Account Number: 01-51-123-06					
005 Stock: 01055002 105 LITER BLUE CAN	EA	400	04/04/07	11.6800	4672.00
Account Number: 01-51-123-06					
006 Stock: 01055001 105 LITER BEIGE CAN EBS (UNVALVED)	EA	400	04/04/07	11.6800	4672.00
Account Number: 01-51-123-06					
007 Stock: 01055002 105 LITER BLUE CAN	EA	400	05/16/07	11.6800	4672.00
Account Number: 01-51-123-06					

TOTAL ==> 37376.00

Approved by:

Ordered by:

For terms and conditions, please reference our web site at:
<http://www.scottcatalog.com/Scottgas.nsf/web/TermsCondPO>

NO COMM

Request For Quote

Purchase Order

Bill To: National Refrigerants Inc.
661 Kenyon Avenue
Bridgeport, NJ 08302

Phone (856) 455-4555
Fax (856) 455-7626
glawson@refrigerants.com

Ship To: National Refrigerants Inc.
661 Kenyon Avenue
Roseland, NJ 08352

PO Number: PD 28418
Vendor Name: PSI Plus Ind
Address: PO Box 127 10 Bevin Road

Bar Code Required
Barcode with NJ PO Number, NRI Item Number, Quantity
Create Label With EAN.UCC 128 Compliance

Department: Production
Requisition Date: 05-16-06
Requisitioned By: Smokov

E Hampton, CT 06424
e-mail:
Vendor Number: 203105
Phone 877-PSI-PLUS Fax 214-227-2096

Confirmation To:
Freight: ☐ Collect ☐ Prepaid
Tax: ☐ Taxable ☐ Non Taxable
MSDS: ☐ Yes ☐ No

Date Required: 05-31-06
Terms:
Ship Via: BW
Ship To: Ralph

Before Shipping Contact Shipping & Receiving for Delivery Appointment (856-455-4748)			
NRI Part Number	Vendor Part Number	Complete Description	Unit Price If Known
145D15SRV-DO	145D15SRV-DO	Cylinder Size DO 145 PLUS 850 CGA 168 RA White	31.30
DO			81

Shipped			
13	7/26/06	# 6876	
10	9/15/06	# 6873	
64	9/18/06	# 6876	
87			

Name of Project: _____
Received By: _____
Grand Total: _____
Approved: Smokov

CATEGORY 2

Purchase Order ^{no} Comm

DATE	P.O. NO.
9/14/2006	854

Vendor
PSI PLUS 10 Bevin Rd., East Hampton, CT, 06424 Phone: 860-267-6667 Fax: 860-267-8557

Ship To

Expected	FOB
9/14/2006	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Miscellaneous	105L DOT-39 Cylinders	300	~~0.00~~ 17.00	0.00
Please enter the unit price, we talked about the 8/16 to 17 range. Thanks Marcel				
Shipped				
63	9/15/06 # 6874/			
100	10/4/06 # 6886			
125	10/25/06 # 6897			
Total				Can\$0.00

288

25

1/09/07

313

32

338

25

363

2/20/07 # 6957-3

3/10/07 # 6965

complete

157817

1. The first step is to identify the problem or question that needs to be addressed. This involves understanding the context and the specific requirements of the task.

2. Next, it is essential to gather relevant information and data. This can be done through research, consultation with experts, or by analyzing existing resources.

3. Once the information is gathered, the next step is to analyze it and identify the key factors that influence the outcome. This often involves breaking down the problem into smaller, more manageable parts.

4. After analysis, a plan or strategy should be developed. This plan should outline the steps that need to be taken to solve the problem or answer the question.

5. The final step is to implement the plan and monitor the progress. This involves carrying out the tasks outlined in the plan and making adjustments as needed based on the results.

Q: 12/21/2007

OSI

SHIP VIA:

REQUESTOR:

TAXFILE

23

E.O. 11652

පාඨකයා

PSI PLUS
P.O. BOX 147
EAST HAMPTON, CT 06424

Vendor ID # 1057?

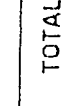
01715

1000

34
 X
 10
 11

Summary

SHIP TO:

LN	ITEM NO.	REV#	DESCRIPTION	QTY	U/M	DOCK DATE	UNIT PRICE	LINE AMOUNT
001			CYLINDER, DISPOSABLE 105 LITRE CYLINDER (P15) 1000 PSI SERVICE PRESSURE 155 F SAFETY VALVES TO BE FURNISHED & INSTALLED BY PSI PLUS PAINT: BEIGE FOB: E. HAMPTON, CT	200	EA	02/22/2007	17.10	3420.00
							TOTAL -->	3,420.00

no comm

PURCHASE ORDER

154701



P.O. Date: 09/12/2008
TERMS: NET30
SHIP VIA: UNKNOWN
REQUESTOR: [REDACTED]
TAXABLE: [REDACTED]

F.O.B.: [REDACTED]
PHONE: [REDACTED]
FAX: [REDACTED]

Page 1

SUPPLIER:

PSI PLUS
P.O. BOX 147
EAST HAMPTON, CT 06424

Vendor ID # *10577

BILL TO:

[REDACTED]

SHIP TO:

[REDACTED]

ATTENTION: DOUG DILLA Phone: [REDACTED]

Fax# [REDACTED]

Email: [REDACTED]

LN	ITEM NO.	REV#	DESCRIPTION	QTY	U/M	DOCK DATE	UNIT PRICE	LINE AMOUNT
001	[REDACTED]		CYLINDER, DISPOSABLE (Beige) 105 LITRE CYLINDER (P15) 1000 PSI SERVICE PRESSURE 156 F SAFETY VALVES TO BE FURNISHED & INSTALLED BY PSI PLUS FOB: E. HAMPTON, CT	200	EA	10/12/2008	17.10	3420.00
TOTAL --> US								3,420.00

Shipped
100 10/16/06 # 6893
100 11/16/06 # 6908
200

no comm

Billing and Shipping Address:



Date: April 11, 2006

To: Doug Dilla
PSI Plus Inc

Fax: 860-267-9629

Phone: 860-267-6667

From:



Number of Pages Including Cover Letter: 1

Fax Purchase Order Number: 8335

Quantity	Part Number	Description	Unit Price	Line Total
81 (1 box)	PDD cylinder	145 cu in, 3/4" inlet, 4" diam, 14 1/2"	\$ 25.65	\$ 2,077.65

Please provide the following via email or fax:

DOT Exemption Documentation

Cylinder Test Reports

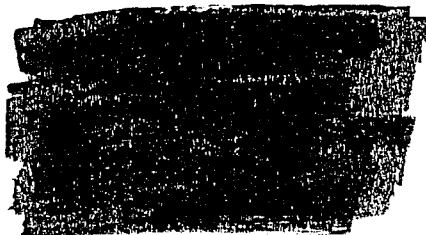
Order Confirmation

Ship Via: Best Method
Terms: 1%, Net 30

Order Total \$ 2,077.65

Please contact me if you have any questions or need additional information.

Best regards,



Shipped 81
4/12/06 # 6766

no comm

PURCHASE ORDER NO. 30193844 UP

Purchase Order No. must appear on all Packages, Invoices and B/I pertaining to this Purchase Order

Ship To:

Supplier: PSI Plus, Inc.
10 Belvid Rd
PO Box 147
East Hampton CT 06424

PH 860-267-6667 FX 860-267-9629

ATTN: SUPPLIER INVOICE AMOUNT SHALL NOT EXCEED TOTAL VALUE OF PURCHASE ORDER AS STATED BELOW.

BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INCLUDING THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF

Order Date: 5/23/2006

Required Ship Date: 5/23/2006

Order Taken By:

Currency Code: USD

Payments Terms: Net 60 Days

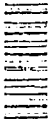
Ship Via

Quantity Ordered	Item NoM	Purch QTY	Unit Price	Extended Price	Promised Ship Date	Tax

No comm

PURCHASE ORDER

157817



P.O. Date: 01/22/2007
TERMS: NET30
SHIP V.A.: UNKNOWN
REQUESTOR:
TAXABLE

Page: 1
F.O.B.

SUPPLIER:

PSI PLUS
P.O. BOX 147
EAST HAMPTON, CT 06424

Vendor ID # 110577

BILL TO:

[Redacted]

SHIP TO:

[Redacted]

Phone: Fax: Email:

LN	ITEM NO.	REV#	DESCRIPTION	QTY	UOM	DOCK DATE	UNIT PRICE	LINE AMOUNT
001	[Redacted]		CYLINDER, DISPOSABLE 100 LITRE CYLINDER (P15) 1000 PSI SERVICE PRESSURE 150 F. SAFETY VALVES TO BE FURNISHED & INSTALLED BY PSI PLUS PAINT: BEIGE POB: E. HAMPTON, CT	200	EA	02/22/2007	17.10	3420.00
TOTAL --> US								3,420.00

Shipped
150 2/23/07 #6459
50 3/12/07 #6466
200

no comm

PURCHASE ORDER NO. 30212748 UP

Purchase Order No. must appear on all Packages, Invoices and B/L pertaining to this Purchase Order

Ship To:

Supplier: P S I Plus, Inc.
10 Belvin Rd.
PO Box 147
East Hampton CT 06424

PH: 860-267-6667 FX: 860-267-9629

ATTN: SUPPLIER INVOICE AMOUNT SHALL NOT EXCEED TOTAL VALUE OF PURCHASE ORDER AS STATED BELOW.
BUYER HEREBY ORDERS UPON THE TERMS HEREIN CONTAINED, INCLUDING THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOFOrder Date: 9/27/2006
Required Ship Date: 9/27/2006
Order Taken By:Currency Code: USD
Payments Terms: Net 60 Days
Ship Via:

Quantity Ordered	Item UoM	Part No	Unit Price	Extended Price	Promised Ship Date	Tax

DO NOT DUPLICATE

1	PX Item Number 10055265	01.000	EA	EA	31.1000	2,521.53	9/27/2006
	Cylinder						
	Type: Specialty Gas						

4-3/16" Dia x 14-18" H, 145 cu in, 3/4" NPT, with footing.

Shippers Complete
10/04/06 # 6885

no comm.

PRODUCT 90

2063

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

DATE OF ORDER 3/8/06 DELIVERY REQUIRED BY Advise Date

REQ NO [redacted] JOB NO [redacted]

TO P S I

P O BOX 147, 10 BEVIN ROAD

EAST HAMPTON CT

FAX 860 267 9629 ATTN: DOUGH

SHIP VIA	BEST WAY	PO & POINT	PPD	COLL	TAX EXEMPT	STOCK NO. / DESCRIPTION	TERMS	UPON RECEIPT	UNIT PRICE	TOTAL
	QTY. ORDERED	QTY. RECEIVED			☒ YES ☐ NO					
1.	50			X		Steel Cylinder, 2" dia X 14" L			17 80	890 00
2.						1/4" Female NPT on both ends				
3.										
4.									Add Shipping	
5.						Shipped - 28 4/24/06 #6757				
6.						" 20 4/11/06 #6765				
7.						48				
8.						=				
						called Complete -				

1. Please send 2 copies of your invoice.

2. Order is to be entered in accordance with prices, delivery and specifications shown above.

3. Notify us immediately if you are unable to ship as specified.

Authorized by [redacted]

DATE RECEIVED	FREIGHT CHARGES	FREIGHT BILL NO.	NO. OF PACKAGES	WEIGHT	CARRIER

RECEIVED BY	INITIALS
☐ PARTIAL ☐ COMPLETE	

REFURBISHED COPY

CATEGORY 3

PURCHASE ORDER

115413



Heath Consultants Incorporated
 9030 Monroe Road • Houston, Texas 77061
 (713) 844-1300 • FAX: (713) 844-1398

Show this Purchase Order Number
 on all correspondence, invoices,
 shipping papers and packages.

PARTIAL DELIVERY ACCEPTED

PURCHASE ORDER
PO DATE: 04-11-06
PAGE NUMBER: 1

VER CODE	VENDOR CONTACT	VENDOR PHONE #	TERMS	REQUESTOR
B1	DOUG	860-267-6667	NET 40	
	SHIP VIA	FREIGHT	F.O.B.	NOTES
3	GROUND DELIVERY	COLLECT	ORIGIN	1-04-2144731-8

VENDOR

P.S.I. PLUS (665050)
 10 BEVIN ROAD
 P.O. BOX 147-T
 EAST HAMPTON, CT 06424

SHIP TO

HOUSTON CORP STOCK
 HEATH CONSULTANTS INC
 9030 MONROE ROAD
 HOUSTON TX 77061

QUANTITY	HEATH P/N VENDOR P/N	REVISION DESCRIPTION	U/M	DELIVERY DATE	DELIVERY QTY	UNIT PRICE	EXTENDED PRICE

PLEASE USE HEATH UPS ACCT.# 726366 & REFERENCE ON INVOICE.
 HEATH PURCHASE ORDER NUMBER MUST APPEAR IN REFERENCE FIELD
 OF UPS SHIPPING LABEL. HEATH WILL NOT PAY SHIPPING OR
 HANDLING CHARGES ADDED TO THE INVOICE, OR ANY OTHER CHARGES
 ADDED TO THE INVOICE THAT ARE NOT INCLUDED ON THE PO.

PLEASE NOTE: PARTS ARRIVING MORE THAN 5 DAYS PRIOR TO DATE
 ON PO WITHOUT AUTHORIZATION FROM HEATH MAY BE RETURNED AT
 VENDOR EXPENSE.

 PLEASE CONFIRM PRICES & DELIVERY BY RETURN FAX, 713-844-1398

VENDOR FAX: 860-267-9629

100 0113294 REV:C EA
 BOTTLE, 12 UNPAINTD LECTUR
 04SK
 EARLIER DELVY IF POSSIBLE

05-26-06

100

Resale

Shipped

72 7/11/06 # 6834

28 11/1/06 # 69007

100

VENDOR MUST ADVISE OF ANY PRICE OR DELIVERY DISCREPANCY
 BEFORE PROCEEDING WITH THIS PURCHASE ORDER.

☐ CONFIRMING ORDER: DO NOT DUPLICATE

P.O. MAIL DATE: _____

THIS PURCHASE SUBJECT TO HEATH TERMS
 AND CONDITIONS - SEE REVERSE.

PURCHASE ORDER #

116173



Heath Consultants Incorporated
9030 Monroe Road • Houston, Texas 77061
(713) 844-1300 • FAX: (713) 844-1398

Show this Purchase Order Number
on all correspondence, invoices,
shipping labels and packages.

PARTIAL DELIVERY ACCEPTED

PURCHASE ORDER
PO DATE: 08-17-06
PAGE NUMBER: 1

ORDER CODE	VENDOR CONTACT	VENDOR PHONE #	TERMS	REQUESTOR
B3	DOUG	860-267-6667	NET 40	
	SHIP VIA	FREIGHT	F.O.B.	NOTES
GROUND DELIVERY	COLLECT	ORIGIN		1-04-2144731-8

VENDOR
P.S.I. PLUS (665050)
10 BEVIN ROAD
P.O. BOX 147-T
EAST HAMPTON, CT 06424

SHIP TO
HOUSTON CORP STOCK
HEATH CONSULTANTS INC
9030 MONROE ROAD
HOUSTON TX 77061

QUANTITY	HEATH P/N VENDOR P/N	REVISION DESCRIPTION	U/M	DELIVERY DATE	DELIVERY QTY	UNIT PRICE	EXTENDED PRICE

PLEASE USE HEATH UPS ACCT.# 726365 & REFERENCE ON INVOICE.
HEATH PURCHASE ORDER NUMBER MUST APPEAR IN REFERENCE FIELD
OF UPS SHIPPING LABEL. HEATH WILL NOT PAY SHIPPING OR
HANDLING CHARGES ADDED TO THE INVOICE, OR ANY OTHER CHARGES
ADDED TO THE INVOICE THAT ARE NOT INCLUDED ON THE PO.

PLEASE CONFIRM PRICES & DELIVERY BY RETURN FAX, 713-844-1398

VENDOR FAX: 860-267-9629

200 0514906 REV:D EA
LECTURE BOTTLE, PF2
04SK
INSPECTION REQUIRED

10-06-06

(200)

Resale

Shipped

129

9/08/06 #6869B

71

11/1/06 #6900B

200

VENDOR MUST ADVISE OF ANY PRICE OR DELIVERY DISCREPANCY
BEFORE PROCEEDING WITH THIS PURCHASE ORDER.

☐ CONFIRMING ORDER: DO NOT DUPLICATE

P.O. MAIL DATE:

THIS PURCHASE SUBJECT TO HEATH TERMS
AND CONDITIONS - SEE REVERSE.

Sally Perez, Buyer
Authorized by

PURCHASE ORDER #

116563



Show this Purchase Order Number
on all correspondence, invoices,
shipping papers and packages.

PURCHASE ORDER
PO DATE: 10-16-06
PAGE NUMBER: 1

Heath Consultants Incorporated
9030 Monroe Road • Houston, Texas 77061
(713) 844-1300 • FAX: (713) 844-1398

PARTIAL DELIVERY ACCEPTED

ITEM CODE	VENDOR CONTACT	VENDOR PHONE #	TERMS	REQUESTOR
B1	DOUG	860-267-6667	NET 40	
	SHIP VIA	FREIGHT	F.O.B.	
GROUND DELIVERY		COLLECT	ORIGIN	1-04-2144731-8

VENDOR

P.S.I. PLUS (665050)
10 BEVIN ROAD
P.O. BOX 147-T
EAST HAMPTON, CT 06424

SHIP TO

HOUSTON CORP STOCK
HEATH CONSULTANTS INC
9030 MONROE ROAD
HOUSTON TX 77061

QUANTITY	HEATH P/N VENDOR P/N	REVISION DESCRIPTION	U/M	DELIVERY DATE	DELIVERY QTY	UNIT PRICE	EXTENDED PRICE

PLEASE USE HEATH UPS ACCT.# 726366 & REFERENCE ON INVOICE.
HEATH PURCHASE ORDER NUMBER MUST APPEAR IN REFERENCE FIELD
OF UPS SHIPPING LABEL. HEATH WILL NOT PAY SHIPPING OR
HANDLING CHARGES ADDED TO THE INVOICE, OR ANY OTHER CHARGES
ADDED TO THE INVOICE THAT ARE NOT INCLUDED ON THE PO.

PLEASE CONFIRM PRICES & DELIVERY BY RETURN FAX, 713-844-1398

VENDOR FAX: 860-267-9629

100 0514906 REV:D EA
LECTURE BOTTLE, PF2
04SK
INSPECTION REQUIRED

01-03-07

100

Resale

Shipped

29	2/26/07	# 6963
30	3/02/07	# 6967
18 36	3/13/07	# 6974
100 22	3/30/07	# 6988A
100		

VENDOR MUST ADVISE OF ANY PRICE OR DELIVERY DISCREPANCY
FORE PROCEEDING WITH THIS PURCHASE ORDER.

☐ CONFIRMING ORDER: DO NOT DUPLICATE

P.O. MAIL DATE: _____

THIS PURCHASE SUBJECT TO HEATH TERMS
AND CONDITIONS - SEE REVERSE.

PURCHASE ORDER #

117086



Heath Consultants Incorporated
9030 Monroe Road • Houston, Texas 77061
(713) 844-1300 • FAX: (713) 844-1398

Show this Purchase Order Number
on all correspondence, invoices,
shipping papers and packages.

PARTIAL DELIVERY ACCEPTED

PURCHASE ORDER
PO DATE: 01-03-07
PAGE NUMBER: 1

CODE	VENDOR CONTACT	VENDOR PHONE #	TERMS	REQUESTOR
B1	DOUG	860-267-6667	NET 40	
	SHIP VIA	FREIGHT	F.O.B.	NOTES
GROUND DELIVERY		COLLECT	ORIGIN	1-04-2144731-8

VENDOR
P.S.I. PLUS (665050)
10 BEVIN ROAD
P.O. BOX 147-T
EAST HAMPTON, CT 06424

SHIP TO
HOUSTON CORP STOCK
HEATH CONSULTANTS INC
9030 MONROE ROAD
HOUSTON TX 77061

QUANTITY	HEATH P/N VENDOR P/N	REVISION DESCRIPTION	U/M	DELIVERY DATE	DELIVERY QTY	UNIT PRICE	EXTENDED PRICE

PLEASE USE HEATH UPS ACCT.# 726366 & REFERENCE ON INVOICE.
HEATH PURCHASE ORDER NUMBER MUST APPEAR IN REFERENCE FIELD
OF UPS SHIPPING LABEL. HEATH WILL NOT PAY SHIPPING OR
HANDLING CHARGES ADDED TO THE INVOICE, OR ANY OTHER CHARGES
ADDED TO THE INVOICE THAT ARE NOT INCLUDED ON THE PO.

PLEASE CONFIRM PRICES & DELIVERY BY RETURN FAX, 713-844-1398

VENDOR FAX: 860-267-9629

200 0514906 REV:D EA
LECTURE BOTTLE, PF2
04SK
INSPECTION REQUIRED

02-28-07
05-02-07

100
100

Resale

Shipped

58 3/30/07 # 6988B
42 4/17/07 # 6999A
100
38 5/11/07 # 7016C
42 5/18/07 # 7022A
100

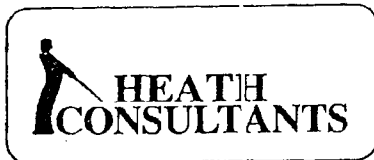
*Complete
5/18/07*

IDOR MUST ADVISE OF ANY PRICE OR DELIVERY DISCREPANCY
ORE PROCEEDING WITH THIS PURCHASE ORDER.

☐ CONFIRMING ORDER: DO NOT DUPLICATE

P.O. MAIL DATE: _____
THIS PURCHASE SUBJECT TO HEATH TERMS
AND CONDITIONS - SEE REVERSE.

Doreen's Copy



Heath Consultants Incorporated
9030 Monroe Road • Houston, Texas 77061
(713) 844-1300 • FAX: (713) 844-1398

Show this Purchase Order Number
on all correspondence, invoices,
shipping papers and packages.

PARTIAL DELIVERY ACCEPTED

PURCHASE ORDER
PO DATE: 03-27-06
PAGE NUMBER: 1

ORDER CODE	VENDOR CONTACT	VENDOR PHONE #	TERMS	REQUESTOR
B1	DOUG	860-267-6667	NET 40	
	SHIP VIA	FREIGHT	FOB	
S GROUND DELIVERY		COLLECT	ORIGIN	1-04-2144731-8

VENDOR

P.S.I. PLUS (665050)
10 BEVIN ROAD
P.O. BOX 147-T
EAST HAMPTON, CT 06424

SHIP TO

HOUSTON CORP STOCK
HEATH CONSULTANTS INC
9030 MONROE ROAD
HOUSTON TX 77061

QUANTITY	HEATH P/N VENDOR P/N	REVISION DESCRIPTION	U/M	DELIVERY DATE	DELIVERY QTY	UNIT PRICE	EXTENDED PRICE
PLEASE USE HEATH UPS ACCT.# 726366 & REFERENCE ON INVOICE. HEATH PURCHASE ORDER NUMBER MUST APPEAR IN REFERENCE FIELD OF UPS SHIPPING LABEL. HEATH WILL NOT PAY SHIPPING OR HANDLING CHARGES ADDED TO THE INVOICE, OR ANY OTHER CHARGES ADDED TO THE INVOICE THAT ARE NOT INCLUDED ON THE PO. PLEASE NOTE: PARTS ARRIVING MORE THAN 5 DAYS PRIOR TO DATE ON PO WITHOUT AUTHORIZATION FROM HEATH MAY BE RETURNED AT VENDOR EXPENSE. ***** PLEASE CONFIRM PRICES & DELIVERY BY RETURN FAX, 713-844-1398 VENDOR FAX: 860-267-9629							
200	0514906	REV:D EA		05-26-06	100		
		LECTURE BOTTLE, PF2		07-14-06	100		
		04SK				Resale	
		INSPECTION REQUIRED					
<i>Shipped 40 5/10/06 #6791</i> <i>102 7/24/06 #6845</i> <i>58 9/08/06 #6869A</i> <i>200</i>							

VENDOR MUST ADVISE OF ANY PRICE OR DELIVERY DISCREPANCY
BEFORE PROCEEDING WITH THIS PURCHASE ORDER.

☐ CONFIRMING ORDER: DO NOT DUPLICATE

P.O. MAIL DATE: _____

THIS PURCHASE SUBJECT TO HEATH TERMS
AND CONDITIONS - SEE REVERSE.



Heath Consultants Incorporated
 9030 Monroe Road • Houston, Texas 77061
 (713) 844-1300 • FAX: (713) 844-1398

PURCHASE ORDER #

PARTIAL DELIVERY ACCEPTED

Show this Purchase Order Number
 on all correspondence, invoices,
 and packing slips for packages.

PURCHASE ORDER
 PO DATE: 11-20-06
 PAGE NUMBER: 1

ORDER CODE	VENDOR CONTACT	VENDOR PHONE #	TERMS	REQUESTOR
B1	DOUG	860-267-6667	NET 40	
SHIP VIA GROUND DELIVERY	FREIGHT COLLECT	F.O.B. ORIGIN	NOTES 1-04-2144731-8	

VENDOR
 P.S.I. PLUS (665050)
 10 BEVIN ROAD
 P.O. BOX 147-T
 EAST HAMPTON, CT 06424

SHIP TO
 HOUSTON CORP STOCK
 HEATH CONSULTANTS INC
 9030 MONROE ROAD
 HOUSTON TX 77061

QUANTITY	HEATH P/N VENDOR P/N	REVISION DESCRIPTION	U/M	DELIVERY DATE	DELIVERY QTY	UNIT PRICE	EXTENDED PRICE

PLEASE USE HEATH UPS ACCT.# 726366 & REFERENCE ON INVOICE.
 HEATH PURCHASE ORDER NUMBER MUST APPEAR IN REFERENCE FIELD
 OF UPS SHIPPING LABEL. HEATH WILL NOT PAY SHIPPING OR
 HANDLING CHARGES ADDED TO THE INVOICE, OR ANY OTHER CHARGES
 ADDED TO THE INVOICE THAT ARE NOT INCLUDED ON THE PO.

 PLEASE CONFIRM PRICES & DELIVERY BY RETURN FAX, 713-844-1398

VENDOR FAX: 860-267-9629

100 0113294 REV:C EA
 BOTTLE, 12 UNPAINTD LECTUR
 04SK

01-12-07

100

Rebale

Shipped

72 1/06/07 # 6932
17 4/17/07 # 6999C
11 8/06/07 # 7069A

*100**QA*

VENDOR MUST ADVISE OF ANY PRICE OR DELIVERY DISCREPANCY
 BEFORE PROCEEDING WITH THIS PURCHASE ORDER.

☐ CONFIRMING ORDER: DO NOT DUPLICATE

P.O. MAIL DATE: _____

THIS PURCHASE SUBJECT TO HEATH TERMS
 AND CONDITIONS - SEE REVERSE.

OW

2/11/06

3/12/06

124060190
03/09/06
N114
01

Shipped to

PSI PLUS
PO BOX 147
EAST HAMPTON CT 06424-0147
Ph: 860-267-6667 Fx: 860-267-9629

Airgas Specialty Gases (OE)
9851 Widener Road
Lenexa, KS 65215
FX:9134953698 PH:9134953600

N114

ASAP

Yes

Yes

001 96 BA CYL 820053-00

** LOCATION: M32 **
KD CYLINDER
3.2 X 13" DISPOSABLE



6 CARTONS (16 CYL IN CARTON). ONE CARTON TO BE SHIPPED UPS RED
ACCOUNT #040667. 5 CARTONS TO BE SHIPPED UPS GROUND.

AS A U.S. GOVERNMENT CONTRACTOR AND SUBCONTRACTOR, AIRGAS, IS
SUBJECT TO AND ADHERES TO THE REQUIREMENTS OF FEDERAL LAWS,
EXECUTIVE ORDERS, AND ATTENDANT RULES AND REGULATIONS,
SPECIFICALLY EXECUTIVE ORDER NO. 11246, THE REHABILITATION ACT
OF 1973, AND THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE
ACT OF 1974, ALL AS AMENDED.

*ALL CYLINDER PRODUCTS ARE TO BE SECURED AND SHIPPED IN AN
* UPRIGHT MANNER

Shipped

16

3/6/06

6736

80

3/10/06

6737

96

Shipped
3/9/06

OW

Don

124066689
05/26/06
N114
01

PSI PLUS
PO BOX 147
EAST HAMPTON CT 06424-0147
PH: 860-267-6667 FX: 860-267-9629

Airgas Specialty Gases (OS)
9851 Widmer Road
Lenexa, KS 66215
FX: 9134953698 PH: 9134953600

N114

ASAP

Yes

Yes

001 1944 BA Cyl 820052-58

** LOCATION: W32 **
5/8" ED CYLINDER
4.2 X 24" DISPOSABLE

WILL ACCEPT PARTIAL SHIPMENT.

AS A U.S. GOVERNMENT CONTRACTOR AND SUBCONTRACTOR, AIRGAS, IS
SUBJECT TO AND ADHERES TO THE REQUIREMENTS OF FEDERAL LAWS,
EXECUTIVE ORDERS, AND ATTENDANT RULES AND REGULATIONS,
SPECIFICALLY EXECUTIVE ORDER NO. 11246, THE REHABILITATION ACT
OF 1973, AND THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE
ACT OF 1974, ALL AS AMENDED.

*ALL CYLINDER PRODUCTS ARE TO BE SECURED AND SHIPPED IN AN
* UPRIGHT MANNER

Shipped

48 7/20/06 UPS # 6839
464 7/21/06 # 6841

615 103 7/28/06 # 6849A

810 281 8/04/06 # 6853A

1220 324 8/18/06 # 6858A

1706 486 8/30/06 # 6862B

~~2338~~ 9/01/06 # 6864B

ED
Conf/le
9/10/06

OW

PSI PLUS
PO BOX 147
EAST HAMPTON CT 06424-0147
Ph: 860-267-6667 Fx: 860-267-9629

Airgas Specialty Gases (OE)
9851 Widmer Road
Lenexa, KS 66215
FX: 9134953698 PH: 9134953600

124066122
05/19/06
NL14
01

NL14

ASAP

Yes

Yes

001 3000 EA ** LOCATION: W32 **
CYL 820059-00 RD CYLINDER

4.2 X 15" DISPOSABLE

PARTIAL SHIPMENTS ACCEPTED IF POSSIBLE NEED 600 BY 6-2.

AS A U.S. GOVERNMENT CONTRACTOR AND SUBCONTRACTOR, AIRGAS, IS
SUBJECT TO AND ADHERES TO THE REQUIREMENTS OF FEDERAL LAWS,
EXECUTIVE ORDERS, AND ATTENDANT RULES AND REGULATIONS,
SPECIFICALLY EXECUTIVE ORDER NO. 11246, THE REHABILITATION ACT
OF 1973, AND THE VETERAN ERA VETERANS READJUSTMENT ASSISTANCE
ACT OF 1974, ALL AS AMENDED.

*ALL CYLINDER PRODUCTS ARE TO BE SECURED AND SHIPPED IN AN
* UPRIGHT MANNER

Shipped

793	6/08/06	# 6813
249	7/28/06	# 68493
294	8/25/06	# 68624
294	9/01/06	# 68644
313	9/08/06	# 6868
621	10/06/06	# 68874
258	12/22/06	# 69274
107	2/09/07	# 695102
72	2/20/07	# 69544

Shipped
5/16/06

1000/2-1001
2/20/07

0w

PSI PLUS
PO BOX 147
EAST HAMPTON CT 06424-0147
Ph: 860-267-6667 Fx: 860-267-9629

Airgas Specialty Gases (OR)
9851 Widmer Road
Lenexa, KS 66215
FX: 9134953698 PH: 9134953600

124079527
10/30/06
N114
01

Handwritten signature

N114

ASAP

Yes

Yes

001 3000 BR Cyl (820052-58)

** LOCATION: W32 **
5/8" ED CYLINDER
4.2 X 24" DISPOSABLE

WILL ACCEPT PARTIAL SHIPMENTS.

AS A U.S. GOVERNMENT CONTRACTOR AND SUBCONTRACTOR, AIRGAS, IS
SUBJECT TO AND ADHERES TO THE REQUIREMENTS OF FEDERAL LAWS,
EXECUTIVE ORDERS, AND ATTENDANT RULES AND REGULATIONS,
SPECIFICALLY EXECUTIVE ORDER NO. 11246, THE REHABILITATION ACT
OF 1973, AND THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE
ACT OF 1974, ALL AS AMENDED.

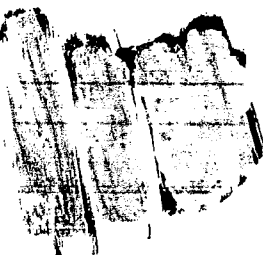
*ALL CYLINDER PRODUCTS ARE TO BE SECURED AND SHIPPED IN AN
* UPRIGHT MANNER

Shipped

Shipped

141	10/27/06	# 6899	324	1/27/07	# 6940A
243	11/03/06	# 6903	61	2/03/07	# 6945B
162	11/17/06	# 6910	212	3/09/07	# 6951A
237	11/22/06	# 6912A	81	3/05/07	# 6971
208	11/29/06	# 6913A	81	3/09/07	# 6972
243	12/01/06	# 6914	59	3/09/07	# 6973A
315	12/08/06	# 6922	5000		
243	12/15/06	# 6923	3000		
243	12/22/06	# 6927A	3000		

e A. 3/01/07



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0w

Doreen

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11/16/06
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PSI PLUS
PO BOX 147
EAST HAMPTON CT 06424-0147
Ph: 860-267-6667 FX: 860-267-3629

Airgas Specialty Gases (OB
9851 Widmer Road
Lenexa, KS 66215
FX: 9134953698 PH: 9134953600

N114

ASAP

Yes

Yes

001 1000 EA ** LOCATION: W32 **
CYL 820042-00 YD CYLINDER
3.2 X 9.5" DISPOSABLE

WILL ACCEPT PARTIAL SHIPMENTS.

AS A U.S. GOVERNMENT CONTRACTOR AND SUBCONTRACTOR, AIRGAS, IS
SUBJECT TO AND ADHERES TO THE REQUIREMENTS OF FEDERAL LAWS,
EXECUTIVE ORDERS, AND ATTENDANT RULES AND REGULATIONS,
SPECIFICALLY EXECUTIVE ORDER NO. 11246, THE REHABILITATION ACT
OF 1973, AND THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE
ACT OF 1974, ALL AS AMENDED.

* ALL CYLINDER PRODUCTS ARE TO BE SECURED AND SHIPPED IN AN *
* UPRIGHT MANNER *

Shipped

443	5/04/07	# 7018DB	558
313	5/11/07	# 7015DB	246
190	5/05/07	# 7009DB	55
56	6/05/07	# 7037A	-0-

1000

501 1.07

11/10/2000 THU 11:20 FAX 913 493 3090 AIRGAS Puritan Medical

0w

PSI PLUS
PO BOX 147
EAST HAMPTON CT 06424-0147
Ph: 860-267-6667 Fx: 860-267-9629

Airgas Specialty Gases (OE)
9851 Widmer Road
Lenexa, KS 66215
FX: 9134953698 PH: 9134953600

124081116
11/16/06
N114
01

Don't know

N114

ASAP

Yes

Yes

** LOCATION: W32 **
001 2000 EA CYL 820052-58 5/8" ED CYLINDER
4.2 X 24" DISPOSABLE

WILL ACCEPT PARTIAL SHIPMENTS.

003 1000 EA CYL 820059-00 RD CYLINDER
4.2 X 15" DISPOSABLE

WILL ACCEPT PARTIAL SHIPMENTS.
PLEASE CONFIRM PRICING AND EXPECTED SHIP DATES.

AS A U.S. GOVERNMENT CONTRACTOR AND SUBCONTRACTOR, AIRGAS, IS
SUBJECT TO AND ADHERES TO THE REQUIREMENTS OF FEDERAL LAWS,
EXECUTIVE ORDERS, AND ATTENDANT RULES AND REGULATIONS,
SPECIFICALLY EXECUTIVE ORDER NO. 11246, THE REHABILITATION ACT
OF 1973, AND THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE
ACT OF 1974, ALL AS AMENDED.

*ALL CYLINDER PRODUCTS ARE TO BE SECURED AND SHIPPED IN AN
* UPRIGHT MANNER

Shipped

ED 5/8

72D

12/28/06

1/05/07

2/20/07

2/23/07

3/07/07

3/16/07

3/21/07

3/23/07

4/27/07

5/04/07

5/11/07

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103

231

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243

324

69

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Doreen

Cancelled =
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8/23/07

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PSI PLUS
PO BOX 147
EAST HAMPTON CT 06424-0147
Ph: 860-267-6667 Fx: 860-267-9629

Airgas Specialty Gases (OS
9851 Widner Road
Lenexa, KS 66215
FX: 9134953698 PH: 9134953600

124071763
07/27/06
NL14
01

NL14

ASAP

Yes

Yes

** LOCATION: W32 **
001 1000 EA CYL 820031-00 FD CYLINDER
002 3000 EA CYL 820042-00 YD CYLINDER
003 800 EA CYL 820063-00 3.2 X 9.5" DISPOSABLE
004 1134 EA CYL 820052-34 GED CYLINDER 5/8 X 18 SKID
005 1134 EA CYL 820052-58 3/4" ED CYLINDER
4.2 X 24" DISPOSABLE
5/8" ED CYLINDER
4.2 X 24" DISPOSABLE

WILL ACCEPT PARTIAL SHIPMENTS IF A SUPPLY IS AVAILABLE EARLIER.

AS A U.S. GOVERNMENT CONTRACTOR AND SUBCONTRACTOR, AIRGAS, IS
SUBJECT TO AND AGREES TO THE REQUIREMENTS OF FEDERAL LAWS,
EXECUTIVE ORDERS, AND ATTENDANT RULES AND REGULATIONS,
SPECIFICALLY EXECUTIVE ORDER NO. 11246, "THE REHABILITATION ACT
OF 1973, AND THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE
ACT OF 1974, ALL AS AMENDED.

* ALL CYLINDER PRODUCTS ARE TO BE SECURED AND SHIPPED IN AN *
* UPRIGHT MANNER *

Cancelled -
per 8/20/07

[Handwritten signature]

over



8210 Marshall Drive
Lenexa, KS 66214, USA

Phone: 913-599-1590
Fax: 913-888-0025
Email: fi@feltonint.com
Web site: www.pulse-nfs.com

Purchase Order

Date Jul 27, 2006	Page 1
Purchase Order Number PO260274	

Vendor Address:

PSI PLUS
10 BEVIN RD
PO BOX 147
EAST HAMPTON, CT 06424-0147
USA

Ship To:

FELTON INTERNATIONAL - PULSE
8210 MARSHALL DRIVE
LENEXA, KS 66214
USA

Reference	Contact	Vendor Number	PO Date	Terms	Ship Via	Expected Arrival
	Dennis Prochazka	PSI00	Jul 27, 2006	30DAYS	BEST	Sep 01, 2006

Qty.	Vendor Item Number Felton's Part Number	Description	Unit Cost	UOM	Extended Price
500	24 OZ CHR MLY 080-400118-00	TANK, CO2 CHROME MOLY W/O VALVE, 24 OZ		EA	
<i>Shipped</i> 176 10/12/06 # 6889 12 12/06/06 # 6917 214 86 12/22/06 # 6928 270 16 1/18/07 # 6936 134 144 2/21/07 # 6956 132 18 5/14/07 # 7018 500 48 6/04/07 # 7034 <u>500</u> <i>bal</i> <i>new price \$14.87</i> <i>106</i> <i>.18</i> <i>-0-</i>					

Comments: <i>1 ton tank</i> <i>6/14/07</i>	Tax Summary: KS 0.00		Less: included tax	
			Subtotal	
			Total tax	
			Total purchase order	

rom: Airgas, Inc.

Pur Order: 116882872

PO BOX 1647
SALEM, NH 03079
800-821-9852

Date : 04/21/06
Vendor Number : N114
Page Number : 01 FAXED

PSI PLUS
PO BOX 147
EAST HAMPTON CT 06424-0147

Ship to: AIRGAS-BOSTON (PMP)
418 NORTHBORO RD

MARLBOROUGH MA 01752

Ph: 860-267-6667 Fx: 860-267-9629

Required Date: ASAP
Payment Terms:
Bill Point :

Freight Terms:
Ship Via :
Prepaid Frt : Yes
Backorder : Yes

CYL 820052-58

Line Num	Bin Location	Quantity	Unit Meas	Item Number	Loc	Item Description	Unit Price	Extended Price	Due Date
001		162	EA	** LOCATION: P90 ** CYL 820052-58		5/8" ED CYLINDER 4.2 X 24" DISPOSABLE			ASAP

AS A U.S. GOVERNMENT CONTRACTOR AND SUBCONTRACTOR, AIRGAS, IS
SUBJECT TO AND ADHERES TO THE REQUIREMENTS OF FEDERAL LAWS,
EXECUTIVE ORDERS, AND ATTENDANT RULES AND REGULATIONS,
SPECIFICALLY EXECUTIVE ORDER NO. 11246, THE REHABILITATION ACT
OF 1973, AND THE VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE
ACT OF 1974, ALL AS AMENDED.

TOTAL:

Shipped Complete
5/01/06 # 6786

To: Doug

From: JOHN

Bill To: National Refrigerants Inc. 661 Kenyon Avenue Bridgeton, NJ 08302 PO Number: PD27864		Phone (856) 455-4555 Fax (856) 455-7626 glosco@refrigerants.com		Ship To: National Refrigerants Inc. 661 Kenyon Avenue Roseland, NJ 08352	
Subcontractor Name: P S I Inc Address:		Confirmation Number: Confirmation To:		Department: Production Date Required: 01-30-06	
e-mail: Subcontractor Number: 500900 Phone #: 724-727-2096 Fax #: 724-727-2096		Freight: ☐ Collect ☐ Prepaid Tax: ☐ Taxable ☒ Non Taxable Inventory: ☒ Yes ☐ No MSDS: ☐ Yes ☒ No		Ordered By: Smokey Date Ordered: 01-04-06 Terms: Ship Via: Ship To: Ralph	
Contact Shipping & Receiving for Delivery Appointment (856-455-4748)					
Manufacturer's Part Number 140SD16SRW DD		Description Cyl Size DD 145 CL 5/8 SO CGA 156 RA White		Qty. 81	
NRI Part Number 140SD16SRW DD		Unit Price 3130		Total 256753	
Name of Project:		Grand Total:		Approved: Smokey	
Received By:		Date Received:		Comments:	

Revision: U04

Effective Date 12/08/14

Form Number: J-100-113

CATEGORY 4

Invoice

P.S.I. PLUS, Inc.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE: INVOICE #

6/3/2005

6583

BILL TO:

SHIP TO:

Advanced Gas Technologies, Inc.
P.O. Box 35
Palm, PA 18070-0035

Advanced Gas Technologies, Inc.
1401 Stauffer Road
Palm, PA 18070

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
6300-2050	Net 30	Bream	6/6/2005	UPS	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

150 Lecture Bottle
1 Freight

2" x 12" Lecture Bottle with 3/8" NPT spud
Shipping Charge

8.05
41.00

1,207.50
~~41.00~~

PAID
7/15/05
12185

TOTAL

1207.50
\$1,248.50

60.97

'SI PLUS, INC.

BreamTek Associates, LLC

Advanced Gas Technologies

7/18/2005

8811

60.37

Citizens Bank

Commission

60.37

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE

INVOICE #

8/19/2005

6614

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-5909	Net 10		8/15/2005	A. Duic P...	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
81	0305ED	5/8" ED Disposable Cylinder	22.37	1,811.97
1	Freight	Shipping Charge	175.40	~~175.40~~

TOTAL

1811.97

\$1,987.37

70.59

8/23/05

PSI PLUS, INC.

BreamTek Associates, LLC

Scott Medical #6614

9/8/2005

8932

90.59

Citizens Bank

Commission

90.59

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #
9/9/2005	6625

BILL TO

SHIP TO

Acquarian Interactive Research, LLC
P.O. Box 9
Windsor, CO 80550

Acquarian Interactive Research, LLC
214 Walnut Street
Windsor, CO 80550

PO NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
Mr. Fullop	Prepay	JS	9/9/2005	UPS	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

6	PED	PED Cylinder, 3/4 npt both ends	25.00	150.00
3	PDD	PDD Cylinder, 3/4 npt both ends	21.00	63.00
1	Freight	Shipping Charge	62.04	~~62.04~~

PAID
9/20/05

#1111

ENTERED

TOTAL

213.00
~~\$275.04~~
@ 5%
10.65

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE: 8/26/2005 INVOICE#: 6617

8/26/2005

6617

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Q. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
3-5909	1% 10 Net 30		8/26/2005	A. Duic P...	E. Hampton CT	

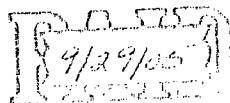
Q. NUMBER	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81 0305ED
1 Freight

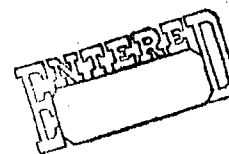
PED (5/8") Disposable Cylinder
Shipping Charge

22.37
175.40

1,811.97
~~175.40~~



#294261



TOTAL

1,811.97

\$1,987.37

6617

90.60

Invoice

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #

9/2/2005

6621

BILL TO

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

Q. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA6549	1% 10 Net 30		9/2/2005	A. Duic P...		E Hampton CT

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

85	P15	105 liter Cylinder	11.68	992.80
1	Freight	Shipping Charge	140.94	~~140.94~~

ORDER COMPLETE

ENTERED

PAID
9/29/05
291261

TOTAL

992.80
~~\$1,133.74~~

49.64

P.S.I. PLUS, Inc.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE INVOICE #

9/2/2005

6622

BILL TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-5909	1% 10 Net 30		9/2/2005	A. Duic P...	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81 0305ED
1 Freight

PED (5/8") Disposable Cylinder
Shipping Charge

22.37
175.40

1,811.97
~~175.40~~

ENTERED

9/29/05
#294261

TOTAL

1,811.97
\$1,987.37
90.60

PLUS, INC.

8998

BreamTek Associates, LLC					10/13/2005	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
09/20/2005	Bill	6625	10.65	10.65		10.65
09/29/2005	Bill	6617	90.60	90.60		90.60
09/29/2005	Bill	6621	49.64	49.64		49.64
09/29/2005	Bill	6622	90.60	90.60		90.60
					Check Amount	241.49

Citizens Bank

241.49

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #
10/17/2005	6640

Drean Tek

Bill to:

Ship to:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6108	1% 10 Days	JS	10/17/2005	UPS-Gnd	E. Hampton,Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

200 0305FD
1 Freight

0305PFD 5/8-18
Shipping Charge

8.11	1,622.00
41.00	41.00

PAID
11/08/05

#295830

ENTERED

John 10/17/05

TOTAL

1,622.00

\$1,663.00

12.10

81.10

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE

INVOICE #

9/23/2005

6632

BILL TO:

Sterility Assurance Laboratories, Inc.
2420 N. Huachuca Dr.
Tucson, AZ 85745

SHIP TO:

Sterility Assurance Laboratories, Inc.
114 N. Grant Rd.
Thomasville, PA 17364

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT

1580

Net 30

9/23/2005

UPS

E Hampton CT

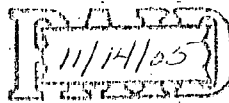
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

3 Misc
1 Freight

Steel Sampling Cylinder
Shipping Charge

50.00
5.14

150.00
~~5.14~~



#1348



TOTAL

155.00
~~\$155.14~~

PSI PLUS, INC.

9100

Date	Type	Reference	Original Amt.	Balance Due	11/17/2005 Discount	Payment
11/08/2005	Bill	6640	81.10	81.10		81.10
11/14/2005	Bill	6632	7.50	7.50		7.50
Check Amount						88.60

Citizens Bank

88.60

Style #2

DATA MANAGEMENT, INC. www.DataManage.com File #A15780

PRINTED IN U.S.A.

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

Invoice

10/28/2005

6644

Bill to:

Ship to:

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

ITEM	QTY	UNIT	TERMS	REP	SHIP	VIA	FOB	PRODUCT
7			1% 10 Days	JS	10/28/2005	A. Duie P...	E. Hampton, Ct	

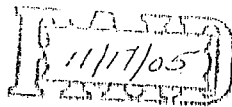
ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

233 0305ED
 1 Freight

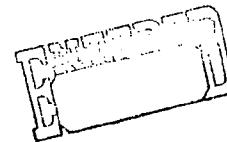
PED (5/8") Disposable Cylinder
 Shipping Charge

19.99
 331.10

4,657.67
~~331.10~~



296120



BreastTek

TOTAL

4,657.67
 \$4,988.77
 232.88

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

Invoice

DATE INVOICE

11/3/2005

6651

Bill To

Ship To

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

PO NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6037	1% 10 Days	JS	11/3/2005	A. Duie P...	E. Hampton, Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

162	0305ED	PED (5/8") Disposable Cylinder	19.99	3,238.38
			331.10	~~331.10~~

11/25/05

296491

ENTERED

TOTAL

3,238.38

\$3,569.48

161.92

*Added to your
 Scott Medical Products*

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

11/4/2005

6653

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

QTY	NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
	13-6037	1% 10 Days	JS	11/4/2005	A. Duie P...	E. Hampton,Ct	

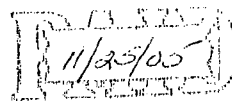
QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

161	0305ED	PED (5/8") Disposable Cylinder	19.99	3,218.39

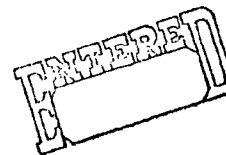
Freight

331.10

~~331.10~~



296491



TOTAL

3,218.39

\$3,549.49

121 5561

160.92

Handwritten note:
Shard to John
from Sharon 11/25/05

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6657

Invoice

DATE INVOICE

11/4/2005

6654

BILL TO

SHIP TO

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

PO NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA6678	1% 10 Days	JS	11/4/2005	A. Duie P...	E Hampton CT	

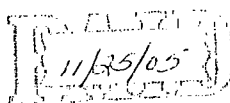
QUANTITY	DESCRIPTION	UNIT	PRICE EACH	AMOUNT

120 P15

105 liter Cylinder

11.68

1,401.60



296491



TOTAL

\$1,401.60

@ 5%

70.08

forward to you

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

Invoice

11/7/2005

6655

Scott Specialty Gases
 P.O. Box 310
 6141 Easton Road, Bldg. #1
 Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
 6141 Easton Road - Bldg. 1
 Plumsteadville, PA 18949

PO NUMBER	TERMS	REF	SHIP	ML	FOB	Product
PA6678	1% 10 Days	JS	11/7/2005	UPS	E Hampton CT	

QUANTITY	UNIT	DESCRIPTION	PRICE/EACH	AMOUNT

93	P15	105 liter Cylinder - Beige	11.68	1,086.24
36	P15	105 liter Cylinder - Blue	11.68	420.48
1	Freight	Shipping Charge	57.75	~~57.75~~

11/25/05

#296791

ENTERED

TOTAL

1,506.72
 \$1,564.47
 2.5%
 75.34

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE

INVOICE #

10/14/2005

6639

BILL TO:

TurningPoint International
109C East Front Street
Glasgow, KY 42141

SHIP TO:

TurningPoint International
109C East Front Street
Glasgow, KY 42141

O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
Mullinix	Nct 30	JS	10/14/2005	UPS	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

2 FD

FD Disposable Cylinder

20.00

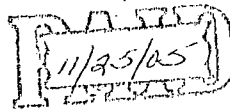
40.00

1 Freight

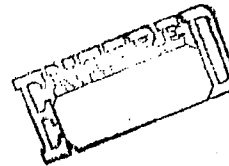
Shipping Charge

6.18

6.18



1159



TOTAL

40.00

\$46.18

6141 Easton Road
Plumsteadville, PA 18949

Original Invoice Date: 10/28/2005

Vendor #: 008799
Vendor Name: PSI Plus Inc.
Address: P.O. Box 147
10 Bevin Road
East Hampton, CT 06424

PO#:

QTY	DESCRIPTION	PRODUCT CODE	ACCOUNT #	PROJECT #	AMOUNT
-64	ED Cylinders	0305ED	0331-123		(1,279.36)
TOTAL					(1,279.36)

(1,279.36)

(a) 50%

5109.

Reason for Deduction/Comments:

Debit and Return to Supplier under RMA #6653

Note to vendor, if you have questions regarding the deduction please contact the person listed below.

Signature:

Printed Name: JOHN BENHARDT

☐ number for vendor to contact YOU regarding deduction: (215) 766-8861 ext. 1278

VENDOR - ACCOUNTING - PURCHASING

PLUS, INC.

9123

Date	Type	Reference	Original Amt.	Balance Due	11/29/2005 Discount	Payment
11/17/2005	Bill	6644	232.88	232.88		232.88
11/25/2005	Bill	6651	161.92	161.92		161.92
11/25/2005	Bill	6653	160.92	160.92		160.92
11/25/2005	Bill	6654	70.08	70.08		70.08
11/25/2005	Bill	6655	75.34	75.34		75.34
11/25/2005	Bill	6639	2.00	2.00		2.00
11/25/2005	Credit	6644DM	-63.97	-63.97		-63.97
					Check Amount	639.17

Citizens Bank

639.17

PRINTED IN U.S.A.

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

11/15/2005

6658

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

INVOICE NUMBER	TERMS	SHIP TO	DATE	BY	PROJECT
PA6678	1% 10 Days	JS	11/15/2005	A. Duie P...	E Hampton CT

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

96 P15

105 liter Cylinder - Blue

11.68

1,121.28

PAID
12/12/05

#296883

ENTERED

TOTAL

\$1,121.28

at 5%

\$1,167.24

Drum Tek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

DATE INVOICE#

10/27/2005

6642

Bill To:

Ship To:

Airgas Specialty Gases
12275 Robin Blvd.
Houston, TX 77045

Airgas Specialty Gases
12275 Robin Blvd.
Houston, TX 77045

NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT

05 Javier	Net 30	JS	10/27/2005	Roadway	E Hampton CT	

QUANTITY	ITEM/DESCRIPTION	DESCRIPTION	PRICE/EACH	AMOUNT

81	820052-34	3/4" ED Disposable Cylinder	22.06	1,786.86
1	Freight	Shipping Charge	363.48	~~363.48~~

12/17/05
1160165

ENTERED

TOTAL 1786.86
~~\$2,150.34~~
2.5%
89.34

glatco
DreamTel

P.S.I. PLUS, INC.
10 DEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(360) 267-6667

invoice

11/15/2005

6657

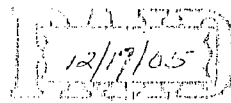
Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

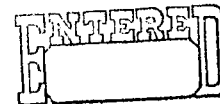
NUMBER	TERMS	REV	DATE	VIA	FOB	SHIP TO
6037	1% 10 Days	JS	11/15/2005	A. Duie P...	E. Hampton,Ct	

LINE	ITEM CODE	DESCRIPTION	PRICE EACH	QUANTITY

486 0305ED	PED (5/8") Disposable Cylinder	19.99	9,715.14
1 Freight	Shipping Charge	527.00	~~527.00~~



297157



TOTAL

9,715.14
\$10,242.14
10.5%
485.76

Dreamtek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #
11/22/2005	6660

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

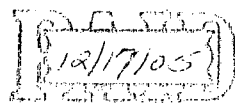
SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

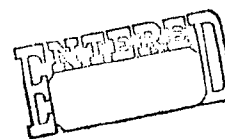
NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
6037	1% 10 Days	JS	11/22/2005	Roadway	E. Hampton, Ct	

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

204	0305ED	PED (5/8") Disposable Cylinder	19.99	4,077.96



#297157



TOTAL

\$4,077.96

@ 5%

203.90

dated to 11/29/05

Breemtek

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #
11/22/2005	6660

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

my mistake

Q. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
A6678	1% 10 Days	JS	11/22/2005	Roadway	E. Hampton, Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

204	P15	105 liter Blue	11.68	2,382.72
216	P15	105 liter Cylinder <i>Biege</i>	11.68	2,522.88

12/17/05

11297157

ENTERED

TOTAL

\$4,905.60

@ 5%

245.28

*Added to invoice
11/24/05*

Dream Tek

SI PLUS, INC.

9177

BreamTek Associates, LLC					12/19/2005	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/12/2005	Bill	6658	56.06	56.06		56.06
12/17/2005	Bill	6642	89.34	89.34		89.34
12/17/2005	Bill	6657	485.76	485.76		485.76
12/17/2005	Bill	6660	203.90	203.90		203.90
12/17/2005	Bill	6661	245.28	245.28		245.28
					Check Amount	1,080.34

Citizens Bank

1,080.34

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #
12/2/2005	6669

BILL TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

SHIP TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
4584	1% 10 Net 30	JS	12/2/2005	UPS	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

45	25L	580 Valve Cylinder	26.89	1,210.05
1	Freight	Shipping Charge	45.00	~~45.00~~

PAID
12/22/05
#63507

ENTERED

TOTAL

1,210.05
~~\$1,255.05~~
25%
60.50

Ordered 12/16/05
Bream Tek

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE INVOICE #

12/1/2005

6666

BILL TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

SHIP TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
4584	1% 10 Net 30	JS	12/1/2005	UPS	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

45 25L
1 Freight

580 Valve Cylinder
Shipping Charge

26.89
45.00

1,210.05
~~45.00~~

PAID
12/22/05
63507

ENTERED

TOTAL

1,210.05
~~\$1,255.05~~
@ 5%
60.50

paid 12/22/05
DreamTek

LUS, INC.

9204

BreamTek Associates, LLC
ite Type Reference
/22/2005 Bill 6669
/22/2005 Bill 6666

Original Amt.
60.50
60.50

Balance Due
60.50
60.50

12/23/2005
Discount

Payment
60.50
60.50
121.00

Check Amount

itizens Bank

121.00

PRINTED IN U.S.A.

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #
12/6/2005	6671

BILL TO:

SHIP TO:

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

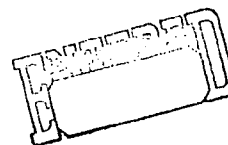
The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

PO NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
4584	1% 10 Net 30	JS	12/6/2005	UPS	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

30	25L	580 Valve Cylinder	26.89	806.70
1	Freight	Shipping Charge	39.92	~~39.92~~

PAID
12/29/05
63553



TOTAL 806.70
- \$846.62
25%
40.34

for 12/29/05
(Dreamtek)

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #
12/2/2005	6667

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
6678	1% 10 Days	JS	12/2/2005	Roadway	E. Hampton, Ct	

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

250	P15	105 liter Cylinder - Beige	11.68	2,920.00
52	P15	105 liter Cylinder - Blue	11.68	607.36

PAID
12/29/05

297859

ENTERED

TOTAL

\$3,527.36

@ 5%

176.37

Scott Specialty Gases
DreamTek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE INVOICE #

12/8/2005 6673

BILL TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

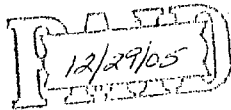
SHIP TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

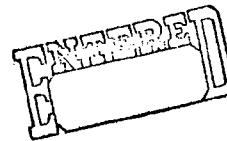
NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
-6037	1% 10 Days	JS	12/8/2005	Roadway	E. Hampton, Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

405	0305ED	PED (5/8") Disposable Cylinder	19.99	8,095.95



#297859



TOTAL

\$8,095.95

@ 5%

404.80

Added to JS -
was being

DreamTek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE	INVOICE #
12/8/2005	6674

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

ORDER NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
3-6110	1% 10 Days	JS	12/8/2005	Roadway	E. Hampton, Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

267 0305FD

0305PFD- FD Disposable Cylinder 5/8"

8.11

2,165.37

PAID
12/29/05
#297859

ENTERED

TOTAL

\$2,165.37

@ 5%

108.27

Filed to J.S.
at 11:00
(Broomtek)

PLUS, INC.

9225

BreamTek Associates, LLC				1/3/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount
			40.34	40.34	
2/29/2005	Bill	6671			
			176.37	176.37	
2/29/2005	Bill	6667			
			404.80	404.80	
2/29/2005	Bill	6673			
			108.27	108.27	
2/29/2005	Bill	6674			
				Check Amount	

729.78

Citizens Bank

729.78

PRINTED IN U.S.A.

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

* No. corrected in
 house only
 correspond to
 Pecking list no.

Invoice

DATE INVOICE #

1/4/2006

6686A

* corrected # 6685A

BILL TO:

SHIP TO:

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6112	1% 10 Days	JS	1/4/2006	A. Duie P...	E. Hampton,Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

243 0305ED
 1 Freight

PED (5/8") Disposable Cylinder
 Shipping Charge

19.99
 339.00

4,857.57
~~339.00~~

PAID
 1/27/06

#298825

ENTERED

TOTAL

4,857.57

~~\$5,196.57~~

@ 5%

242.88

dated 1/11
 DreamTek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

* No. corrected to house
only to company and
to packing and up

Invoice

DATE INVOICE#

1/4/2006

6686B

* corrected to 6685B

BILL TO

SHIP TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Q NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
13-6108	1% 10 Days	JS	1/4/2006	A. Duie P...	E. Hampton,Ct	

QANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

350	0305FD	0305PFD 5/8 Disposable	8.11	2,838.50

PAID
1/27/06

#298825

ENTERED

TOTAL

\$2,838.50

@ 5%

141.93

BreadmTek

PSI PLUS, INC.

9306

Date	Type	Reference	Original Amt.	Balance Due	1/31/2006 Discount	Payment
01/27/2006	Bill	6685A-SM	242.88	242.88		242.88
01/27/2006	Bill	6685B-SM	141.93	141.93		141.93
					Check Amount	384.81

Citizens Bank

384.81

File #2

DATA MANAGEMENT, INC. www.DataMange.com File #A15780

PRINTED IN U.S.A.

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #
12/6/2005	6672

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

Q. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
A6678	1% 10 Days	JS	12/6/2005	UPS	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

60	P15	105 liter Cylinder - Blue	11.68	700.80
1	Freight	Shipping Charge	41.00	~~41.00~~

PAID
1/06/06

297988

ENTERED

TOTAL

700.80
\$741.80
@ 5%
35.04

dated 12/13

Dreamtek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE INVOICE #

12/12/2005 6674A

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

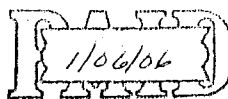
SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

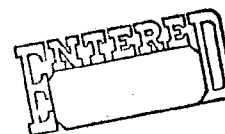
NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
5037	1% 10 Days	JS	12/12/2005	A. Duie P...		E. Hampton, Ct

NTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81 0305ED	PED (5/8") Disposable Cylinder	19.99	1,619.19



297988



TOTAL

\$1,619.19

@ 5%

80.96

Bredm Tek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

DATE INVOICE #

12/12/2005

6674B

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6105	1% 10 Days	JS	12/12/2005	A. Duie P...	E. Hampton,Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

327 0305ZD
1 Freight

0305PZD - ZD Disposable Cylinder
Shipping Charge

11.98
520.20

3,917.46
~~520.20~~

PAID
1/06/06

297988

ENTERED

TOTAL

3,917.46
~~\$4,437.66~~
@ 5%
195.87

Invoice 12/15

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE INVOICE #

12/14/2005 6677

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
A6678	1% 10 Days	JS	12/14/2005	A. Duie P...	E.Hampton	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

301 P15	105 liter Cylinder	Blue	11.68	3,515.68
1	Freight		113.50	~~113.50~~

PAID
1/06/06

297988

PAID
1/06/06

TOTAL

3,515.68
~~3,629.18~~
@ 5%
175.78

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE	INVOICE #

12/16/2005

6678

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

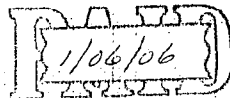
P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA6678	1% 10 Days	JS	12/16/2005	A. Duie P...	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

239 P15
1 Freight

105 Litre Cylinders Beige
Shipping Charge

11.68	2,791.52
113.50	~~113.50~~



297988



TOTAL

2791.52

~~\$2,905.02~~

@ 5%

139.58

PSI PLUS, INC.

9244

BreamTek Associates, LLC				1/12/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount
01/06/2006	Bill	6672-SSG	35.04	35.04	
01/06/2006	Bill	6674A-SM	80.96	80.96	
01/06/2006	Bill	6674B-SM	195.87	195.87	
01/06/2006	Bill	6677-SSG	175.78	175.78	
01/06/2006	Bill	6678-SSG	139.58	139.58	
				Check Amount	

627.23

Citizens Bank

627.23

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #
12/22/2005	6680

BILL TO:

SHIP TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

NUMBER	TERMS	REP	SHIP	VIA	F.O.B	PROJECT
578	1% 10 Days	JS	12/22/2005	UPS	E.Hampton	
QTY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

48 P15	105 liter Cylinder - Blue	11.68	560.64
1 Freight	Shipping Charge	38.92	~~38.92~~

ENTERED

PAID
1/18/06

298227

Bream Tek

Jan 17/06

TOTAL

560.64

~~\$599.56~~

@ 5%

28.03

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

1/4/2006

6687

BILL TO:

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

SHIP TO:

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

Q. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT

4809 ⁴⁵⁸⁴	1% 10 Net 30	JS	1/4/2006	Duie Pyle	E Hampton CT	

Q.ANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81	25L	580 Valve Cylinder/	25.59	2,072.79
81		580 Valves - not installed	0.00	0.00
1	Freight	Shipping Charge	135.43	~~135.43~~

PAID
1/18/06

#0063757

ENTERED

TOTAL

2072.79

\$2,208.22

(@) 5%

103.64

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #
12/27/2005	6682

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Q. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6037	1% 10 Days	JS	12/27/2005	A. Duie P...	E. Hampton, Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

802	0305ED	PED (5/8") Disposable Cylinder	19.99	16,031.98
1	Freight	Shipping Charge	521.90	~~521.90~~

PAID
1/20/06

298300

ENTERED

Added to JS
per Drug
1/03/06

DreamTek

TOTAL

16,031.98
~~\$16,553.88~~
@ 5%
801.60

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #
12/27/2005	6683

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA6678	1% 10 Days	JS	12/27/2005	UPS	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

96	P15	105 liter Cylinder Blue	11.68	1,121.28
1	Freight	Shipping Charge	43.65	~~43.65~~

PAID
1/20/06

298500

ENTERED

TOTAL

1121.28
~~81,164.93~~
@ 50/10
56.06

Dream Tek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

12/30/2005	6684

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA6678	1% 10 Days	JS	12/30/2005	A.Duie Pyle	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

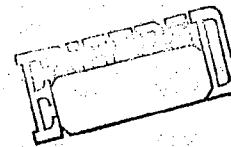
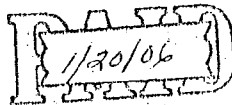
215 P15

1 Freight

105 liter Cylinder Blue
Shipping Charge

11.68
113.50

2,511.20
~~113.50~~



TOTAL

2,511.20

~~\$2,624.70~~

@ 5%

125.56

Handwritten note: "Paid to JS per check 1/30/06"

Handwritten signature: "Dread Tek"

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE#

1/4/2006

6686

BILL TO:

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

SHIP TO:

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
4584	1% 10 Net 30	JS	1/4/2006	UPS	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

6	25L	580 Valve Cylinder	26.89	161.34
1	Freight	Shipping Charge	9.35	9.35

PAID
1/23/06

#10063825

ENTERED

Bream Tek

TOTAL

161.34

~~\$170.69~~

@ 5%

8.07

PLUS, INC.

9280

BreamTek Associates, LLC					1/23/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
01/20/2006	Bill	6682-SMP	801.60	801.60		801.60
01/20/2006	Bill	6683-SSG	56.06	56.06		56.06
01/20/2006	Bill	6684-SSG	125.56	125.56		125.56
01/20/2006	Bill	6686-EGL	8.07	8.07		8.07
					Check Amount	991.29

Citizens Bank

991.29

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

1/6/2006

6689

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

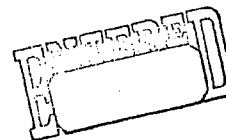
Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6110	1% 10 Days	JS	1/6/2006	A. Duie P...	E. Hampton,Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

110	03058D	0305P8D - PGD-5/8" Disposable Cylinder	9.96	1,095.60
100	0305FD	0305PED - PFD-5/8" Disposable Cylinder	8.11	811.00
1	Freight	Shipping Charge	169.50	~~169.50~~

PAID
2/06/06
299324



TOTAL

1906.60
~~\$2,076.10~~
@ 5%
95.33

Angela 1/11
Broomtek

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE

INVOICE #

1/13/2006

6694A

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Q. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6112	1% 10 Days	JS	1/13/2006	A. Duie P...	E. Hampton, Ct	

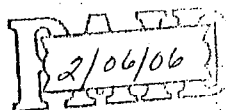
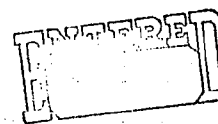
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

214 0305ED
1 Freight

PED (5/8") Disposable Cylinder
Shipping Charge

19.99
395.50

4,277.86
~~395.50~~



299324

TOTAL

4,277.86

~~84,673.36~~

@ 5%

213.89

Delayed per shipping
DreamTek

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE

INVOICE #

1/13/2006

6694B

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6025	1% 10 Days	JS	1/13/2006	A. Duie P...		E. Hampton, Ct

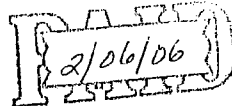
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

191 0305ED

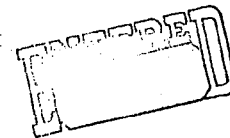
PED(3/4") Disposable Cylinder

19.99

3,818.09



299324



TOTAL

\$3,818.09

@ 5%

190.90

Breemtek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE	INVOICE #

1/18/2006 6695

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

Q. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT

PA6678	1% 10 Days	JS	1/18/2006	A.Duie Pyle	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

300 P15		105 liter Cylinder - Blue	11.68	3,504.00
1 Freight		Shipping Charge	79.10	~~79.10~~

PAID
2/06/06

299324

ENTERED

TOTAL

3,504.00
\$3,583.10
@ .5%
175.20

Special
DreamTek

I PLUS, INC.

9319

BreamTek Associates, LLC					2/8/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
02/06/2006	Bill	6689-SMP	95.33	95.33		95.33
02/06/2006	Bill	6694A-SM	213.89	213.89		213.89
02/06/2006	Bill	6694B-SM	190.90	190.90		190.90
02/06/2006	Bill	6695-SSG	175.20	175.20		175.20
					Check Amount	675.32

Citizens Bank

675.32

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #

1/23/2006

6697

BILL TO:

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

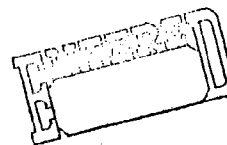
SHIP TO:

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

D. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
4584	1% 10 Net 30	JS	1/23/2006	UPS	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

48 25L	580 Valve Cylinder	26.89	1,290.72
1 Freight	Shipping Charge	49.23	~~49.23~~



PAID
2/07/06

0063941

paid 1/25

Bream Tek

TOTAL

1290.72

~~\$1,339.95~~

2.5%

64.54

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE	INVOICE #

1/25/2006

6705

BILL TO:

Norco
P.O. Box 15299
Boise, ID 83715

SHIP TO:

Norco/Norlab
Attn: Tom Roorda
1125 West Amity
Boise, ID 83705

O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
21944	1% 10 Net 30	JS	1/31/2006	Roadway	E Hampton CT	

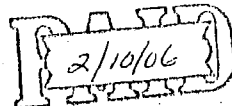
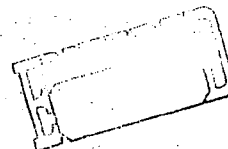
QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

146 PED-3/4

Disposable E Cylinder 3/4" NPT

26.80

3,912.80



#292259

Breamtek

TOTAL

\$3,912.80

@ 5%

195.64

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

1/6/2006

6688

BILL TO

SHIP TO

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

ORDER NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
A6678	1% 10 Days	JS	1/6/2006	A.Duie Pyle	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

178 P15

105 liter Cylinder - Blue

11.68

2,079.04

PAID
2/13/06
299168

ENTERED

TOTAL

\$2,079.04

@ 5%

103.95

Send 1/1
BreamTek

SI PLUS, INC.

9345

BreamTek Associates, LLC					2/21/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
02/07/2006	Bill	6697-EGL	64.54	64.54		64.54
02/10/2006	Bill	6705-Norc	195.64	195.64		195.64
02/13/2006	Bill	6688-SSG	103.95	103.95		103.95
					Check Amount	364.13

Citizens Bank

364.13

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

Invoice

1/19/2006 6696

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

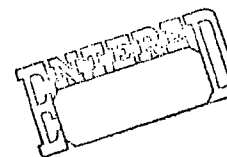
Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

TO NUMBER	TERMS	REP	SHIP	DATE	FOB	PROJECT
03-6025	1% 10 Days	JS	1/19/2006	A. Duiz P...	E. Hampton, Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

162	0305ED2	0305PED2 (3/4") Disposable Cylinder	19.99	3,238.38
1	Freight	Shipping Charge	158.20	~~158.20~~

PAID
 2/21/06
 # 299585



TOTAL 3,238.38
~~\$3,396.58~~
 166.24

(Dreamtek)

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

1/23/2006

6699

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

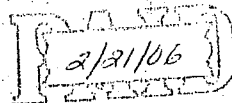
SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
6112	1% 10 Days	JS	1/23/2006	A. Duie P...	E. Hampton, Ct	

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

405	0305ED	PED (5/8") Disposable Cylinder	19.99	8,095.95
1	Freight	Shipping Charge	395.50	~~395.50~~



299585



TOTAL

8095.95
\$8,491.45
@ 5%
404.80

dated 1/25
DreamTek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

1/24/2006

6704

BILL TO:

SHIP TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

ORDER NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
A6678	1% 10 Days	JS	1/24/2006	A.Duie Pyle	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

66	P15	105 liter Cylinder - Blue	11.68	770.88
102	P15	105 liter Cylinder - Beige	11.68	1,191.36
1	Freight	Shipping Charge	113.00	~~113.00~~

2/21/06
#299585

ENTERED

TOTAL

1962.24
\$2,075.24
@ 5%
98.11

dated 1/25
Dream Tek

PLUS, INC.

9382

Date	Type	Reference	Original Amt.	Balance Due	2/27/2006 Discount	Payment
02/21/2006	Bill	6696-SMP	161.92	161.92		161.92
02/21/2006	Bill	6699-SMP	404.80	404.80		404.80
02/21/2006	Bill	6704-SSG	98.11	98.11		98.11
					Check Amount	664.83

Citizens Bank

664.83

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE INVOICE #

1/27/2006

6708

BILL TO

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
A6678	1% 10 Days	JS	1/27/2006	A.Duie Pyle	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

199 P15	105 liter Cylinder - Beige	11.68	2,324.32
29 P15	105 liter Cylinder - Blue	11.68	338.72

PAID
2/21/06
#299585

ENTERED

TOTAL

\$2,663.04

@ 5%

133.15

Dredmick

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

1/27/2006

6707

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

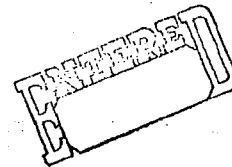
Q. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6112	1% 10 Days	JS	1/27/2006	A. Duiz P...	E. Hampton, Ct	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

486 0305ED
1 Freight

PED (5/8") Disposable Cylinder
Shipping Charge

19.99	9,715.14
490.00	~~490.00~~

PAID
2/21/06
#299585



TOTAL

9715.14
\$10,205.14
w. 5%
485.76

Premltek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

2/2/2006

6712

BILL TO

SHIP TO

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

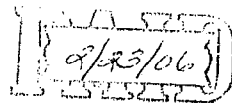
Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

NUMBER	TERMS	REP	SHIP	VIA	FO.B.	PROJECT

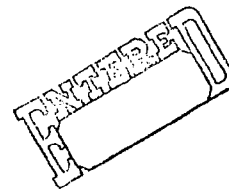
6678	1% 10 Days	JS	2/2/2006	A.Duie Pyle	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

240	P15	105 liter Cylinder - Blue	11.68	2,803.20
480	Misc	C-10 Valve Assembly	0.00	0.00
1	Freight	Shipping Charge	425.00	<u>425.00</u>



299945



TOTAL

2803.20

\$3,228.20

10.5%

140.16

Handwritten: 2/2/06

Handwritten: Dream Tek

PSI PLUS, INC.

9404

BreamTek Associates, LLC					3/6/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
02/21/2006	Bill	6708-SSG	133.15	133.15		133.15
02/21/2006	Bill	6707-SMP	485.76	485.76		485.76
02/23/2006	Bill	6712-SSG	140.16	140.16		140.16
					Check Amount	759.07

Citizens Bank

759.07

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

DATE INVOICE

2/2/2006

6713A

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
-6112	1% 10 Days	JS	2/2/2006	A. Duie P...	E. Hampton, Ct	

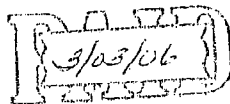
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

288 0305ED

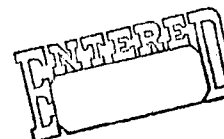
PED (5/8") Disposable Cylinder

19.99

5,757.12



#300295



TOTAL

\$5,757.12

@ 5%

287.86

Ordered 2/07
DreamTek

P.S.I. PLUS, INC.
10 DEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(603) 267-6667

Invoice

DATE INVOICE

2/2/2006

6713B

BILL TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO

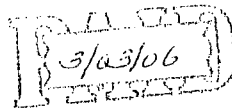
Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

ITEM	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT

5	1% 10 Days	JS	2/2/2006	A. Duie P...	E. Hampton,Ct	

ITEM	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

105	0305ED2	0305PED2 (3/4") Disposable Cylinder	19.99	2,098.95



#300295



TOTAL

\$2,098.95

@ 5%

104.95

Accepted 2/07
DreamTek

PSI PLUS, INC.

9424

BreamTek Associates, LLC					3/13/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
03/03/2006	Bill	6713A-SM	287.86	287.86		287.86
03/03/2006	Bill	6713B-SM	104.95	104.95		104.95
					Check Amount	392.81

Citizens Bank

392.81

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

2/10/2006

6716A

BILL TO:

SHIP TO:

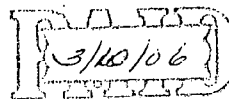
Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

NUMBER	TERMS	REP	SHIP	VIA	POB	PROJECT
6025	1% 10 Days	JS	2/10/2006	A. Duie P...	E. Hampton,Ct	

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81	0305ED2	0305PED2 (3/4") Disposable Cylinder	19.99	1,619.19
1	Freight	Shipping Charge	395.50	~~395.50~~



#300452



TOTAL

1619.19

\$2,014.69

@ 5%

80.96

INVOICE

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE

2/10/2006

6716B

SHIP TO:

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

ORDER NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
3-6112	1% 10 Days	JS	2/10/2006	A. Duie P...	E. Hampton, Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

324 0305ED

PED (5/8") Disposable Cylinder

19.99

6,476.76

PAID
3/10/06
#300459

ENTERED

TOTAL

\$6,476.76

@ 5%

323.84

Handwritten:
J. L. L. 2/10/06
(P. L. L. 1)

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE: 2/16/2006 INVOICE #: 6722A

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

PO NUMBER	TERMS	REP	SHIP	VA	POB	PROJECT
03-6112	1% 10 Days	JS	2/16/2006	A. Duie P...	E. Hampton,Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

162	0305ED	PED (5/8") Disposable Cylinder	19.99	3,238.38
1	Freight	Shipping Charge	316.40	~~316.40~~

PAID
3/10/06
#300452

ENTERED

TOTAL

3,238.38
~~3,554.78~~
2.5%
161.92

Breamtek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE	INVOICE #
2/16/2006	6722B

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

PO NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6105	1% 10 Days	JS	2/16/2006	A. Duie P...	E. Hampton,Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

160	0305ZD	0305PZD - ZD Disposable Cylinder	11.98	1,916.80

3/10/06
#300452

ENTERED

TOTAL

\$1,916.80

~~20.5%~~

95.84

Dreamtek

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE INVOICE #

2/16/2006

6723

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT

PA6678	1% 10 Days	JS	2/16/2006	A.Duic Pyle	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

208 P15		105 liter Cylinder - Blue	11.68	2,429.44

PAID
3/10/06
#300452

ENTERED

TOTAL

\$2,429.44

@ 5%

121.47

Bredmtek

SI PLUS, INC.

9441

Date	Type	Reference	Original Amt.	Balance Due	3/22/2006 Discount	Payment
			80.96	80.96		80.96
03/10/2006	Bill	6716A-SM	323.84	323.84		323.84
03/10/2006	Bill	6716B-SM	161.92	161.92		161.92
03/10/2006	Bill	6722A-SM	95.84	95.84		95.84
03/10/2006	Bill	6722B-SM	121.47	121.47		121.47
03/10/2006	Bill	6723-SSG				
					Check Amount	784.03

Citizens Bank

784.03

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE INVOICE

2/10/2006

6718

SHIP TO

SHIP TO

Mittler Supply, Inc.
P.O. Box 1676
South Bend, IN 45634-1670

George Mittler Dist. Center
59624 Linden Road
South Bend, IN 46614

NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
37879	1% 10 Net 30	JS	2/10/2006	A. Duie P...	E Hampton CT	

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81 PED-3/4	Disposable E Cylinder	26.80	2,170.80
1 Freight	Shipping Charge	236.74	~~236.74~~

PAID
3/20/06
#262401

ENTERED

TOTAL 2170.80
\$2,407.54
@ 5%
108.54

Speed up

✓ 1 (2006)

SI PLUS, INC.

9459

BreamTek Associates, LLC
Date Type Reference
03/20/2006 Bill 6718-Mittl

Original Amt.
108.54

Balance Due
108.54

3/27/2006
Discount

Check Amount

Payment
108.54
108.54

Citizens Bank

108.54

#2

DATA MANAGEMENT, INC. www.DataManage.com File #A15780

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P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

Invoice

DATE	INVOICE #
2/27/2006	6728

BILL TO:

Scott Specialty Gases
 P.O. Box 310
 6141 Easton Road, Bldg. #1
 Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
 6141 Easton Road - Bldg. 1
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA7034	1% 10 Days	JS	2/27/2006	A.Duie Pyle	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

200 P15		105 liter Cylinder - Blue	11.68	2,336.00
1 Freight		Shipping Charge	163.51	~~163.51~~

PAID
 3/25/06

#301028

ENTERED

TOTAL 2,336.00
~~\$2,499.51~~
 @ 5%
 116.80

paid 3/26/06

Invoice #

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6657

Invoice

DATE INVOICE #

3/9/2006

6734

BILL TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

SHIP TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
84 & 4808	1% 10 Net 30	JS	3/9/2006	A. Duie P...	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81	25L	580 Valve Cylinder	25.59	2,072.79
81	25L	580 Valve - Not Installed	0.00	0.00
1	Freight	Shipping Charge	157.60	<u>157.60</u>

69 pcs - P.O. #4584
12 pcs - P.O. #4808

PAID
3/27/06

064351

143.27

ENTERED

TOTAL

2072.79
\$2,230.39
@ .5%
103.61

Agreed 3/9/06
(Signature)

SI PLUS, INC.

9481

BreamTek Associates, LLC					4/3/2006	
Date	Type	Reference	Original Amt.	Ealance Due	Discount	Payment
03/25/2006	Bill	6728-SSG	116.80	116.80		116.80
03/27/2006	Bill	6734-EGL	103.64	103.64		103.64
					Check Amount	220.44

Citizens Bank

220.44

#2

DATA MANAGEMENT, INC. www.DataManage.com File #A15780

PRINTED IN U.S.A.

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

Invoice

3/1/2006

6730

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

PO# NUMBER	TERMS	SHIP	VA	DATE	PROJECT
03-6025	1% 10 Days	JS	3/1/2006	A. Duie P...	E. Hampton,Ct

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
162 0305ED2	0305PED2 (3/4") Disposable Cylinder	19.99	3,238.38
1 Freight	Shipping Charge	237.30	~~237.30~~

PAID
 3/30/06
 #501398

ENTERED

James [unclear]

TOTAL 3,238.38
~~\$3,475.68~~
 161.92

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

3/3/2006

6733

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

QTY	NUMBER	TERMS	REF	SHIP	DATE	FROM	PROJECT
	A7034	1% 10 Days	JS	3/3/2006	A.Duie Pyle	E.Hampton	
QTY	ITEM CODE	DESCRIPTION	PRICE	EXT	AMOUNT		

217	P15	105 liter Cylinder - Blue	11.68		2,534.56
121	P15	105 liter Cylinder - Beige	11.68		1,413.28
2	Misc	boxes C-10 Valves	0.00		0.00
1	Freight	Shipping Charge	158.20		158.20

PAID
3/30/06
#1301398

ENTERED

John 3/16/06

TOTAL

3,947.84
\$4,106.04
@ 5%
197.39

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 257-6667

Invoice

DATE INVOICE

3/13/2006

6738B

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

QTY	UNIT	TERMS	SHIP	DATE	TO	FROM
25		1% 10 Days	JS	3/13/2006	A. Duie P...	E. Hampton,Ct

ITEM	DESCRIPTION	PRICE	AMOUNT

81 0305ED2

0305PED2 (3/4") Disposable Cylinder

19.99

1,619.19

3/30/06
#301398

ENTERED

TOTAL

\$1,619.19

@ 5%
80.96

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

3/13/2006

6738C

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

PO NUMBER	TERMS	DATE	SHIP	MR.	PO#	PROJECT
03-6110	1% 10 Days	JS	3/13/2006	A. Duie P...		E. Hampton, Ct
QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT			

100 03058D

0305P8D - PGD-5/8" Disposable Cylinder

9.96

996.00

ENTERED

3/30/06
#501398

TOTAL

\$996.00

@ 5%

149.80

INVOICE

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

3/13/2006

6738D

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

PO NUMBER	TERMS	APP	SHIP	VIA	FOB	PROJECT
03-6105	1% 10 Days	JS	3/13/2006	A. Duie P...	E. Hampton, Ct	
QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT			

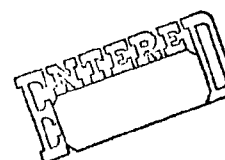
31 0305ZD

0305PZD - ZD Disposable Cylinder

11.98

371.38

3/30/06
71 301398



TOTAL

\$371.38

2.5%

18.57

SI PLUS, INC.

9514

BreamTek Associates, LLC					4/17/2006	
Date	Type	Reference	Original Amt.	Ealance Due	Discount	Payment
03/30/2006	Bill	6730-SMP	161.92	161.92		161.92
03/30/2006	Bill	6733-SSG	197.39	197.39		197.39
03/30/2006	Bill	6738B-SM	80.96	80.96		80.96
03/30/2006	Bill	6738C-SM	49.80	49.80		49.80
03/30/2006	Bill	6738D-SM	18.57	18.57		18.57
					Check Amount	508.64

Citizens Bank

508.64

#2

 DATA MANAGEMENT, INC. www.DataManage.com File #A15780

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P.S.I. PLUS, INC.
10 DEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

3/13/2006 6738A

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

CONTRACT	DATE	SHIP	DATE	NAME	ADDRESS
3-6112	1% 10 Days	JS	3/13/2006	A. Duie P...	E. Hampton, Ct

LINE	DESCRIPTION	PRICE	AMOUNT

648 0305ED	PED (5/8") Disposable Cylinder	19.99	12,953.52
1 Freight	Shipping Charge	525.30	~~525.30~~

3/30/06
#501398

ENTERED

TOTAL 12,953.52
\$13,478.82
5%
647.68

Invoice

P.S.L. PLUS, INC.
10 DEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

3/13/2006

6739

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

ACCOUNT NUMBER	TERMS	REF	DATE	NAME	FOR	PROJECT
PA7034	1% 10 Days	JS	3/13/2006	A.Duie Pyle	E.Hampton	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
400 P15	105 liter Cylinder - Beige	11.68	4,672.00

ENTERED

TOTAL

\$4,672.00

(2) 5%

233.60

I PLUS, INC.

9560

Date	Type	Reference	Original Amt.	Balance Due	5/9/2006 Discount	Payment
03/30/2006	Bill	6738A-SM	647.68	647.68		647.68
03/30/2006	Bill	6739-SSG	233.60	233.60		233.60
					Check Amount	881.28

Citizens Bank

881.28

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

Invoice

DATE	INVOICE #

3/14/2006

6742

BILL TO

The EGL Company, Inc.
 100 Industrial Road
 Berkeley Heights, NJ 07922

SHIP TO

The EGL Company, Inc.
 100 Industrial Road
 Berkeley Heights, NJ 07922

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
4808	1% 10 Net 30	JS	3/14/2006	A. Duie P...	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81	25L	580 Valve Cylinder	25.59	2,072.79
81	25L	580 Valve - not installed	0.00	0.00
162	25L	Cap and Chain	0.00	0.00
1	Freight	Shipping Charge	143.27	<u>143.27</u>

ENTERED

PAID
 4/10/06
 # 0064411

Spaced 3/21/06

Revised 10/1/06

TOTAL

2072.79
\$2,216.06
 @ 5%
103.64

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE

INVOICE #

2/6/2006

6715

BILL TO:

Invoice Auditing Department
Praxair, Inc.
P.O. Box 808
Tonawanda, NY 14151-0808

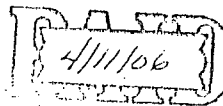
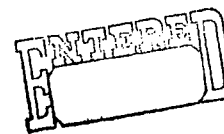
SHIP TO:

Praxair, Inc.
4550 Kennedy Avenue
East Chicago, IN 46312
Attn: Jim Ritter

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
10175608	Net 30	JS	2/6/2006	UPS		E Hampton CT

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

30	PX 10055265	2" Dia. x 12-1/2" H, 31 cu. in. Cylinder	15.05	451.50
1	Freight	Shipping Charge	21.95	~~21.95~~



10221132
wire transfer

paid 2/27

TOTAL

451.50
~~473.45~~
@ 5%
22.58

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

DATE	INVOICE #
3/16/2006	6746

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6105	1% 10 Days	JS	3/16/2006	UPS	E. Hampton, Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

37	0305ZD	0305PZD - ZD Disposable Cylinder	11.98	443.26
1	Freight	Shipping Charge	31.22	~~31.22~~

PAID
4/14/06
TF 301853

ENTERED

TOTAL

443.26
\$474.48
@ 5%
22.16

paid 3/21/06

DrumTel

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

3/20/2006

6749

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

PO NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6105	1% 10 Days	JS	3/20/2006	UPS	E. Hampton, Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

25	0305ZD	0305PZD - ZD Disposable Cylinder	11.98	299.50
1	Freight	Shipping Charge	21.78	~~21.78~~

PAID
4/14/06
301853

ENTERED

TOTAL

299.50
~~321.28~~
5%
14.98

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

3/22/2006

6750

BILL TO

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO

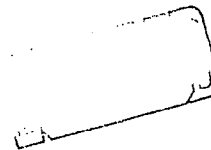
Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA7034	1% 10 Days	JS	3/22/2006	A.Duie Pyle	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

349	P15	105 liter Cylinder - Blue	11.68	4,076.32
57	P15	105 liter Cylinder - Beige	11.68	665.76
1	Freight	Shipping Charge	316.40	~~316.40~~

PAID
4/14/06
301853



TOTAL

4742.08
~~55,058.48~~
@ 5%
237.10

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

DATE INVOICE

3/22/2006

6751

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Q NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
13-6025	1% 10 Days	JS	3/22/2006	A. Duis P...	E. Hampton, Ct	

QANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

162	0305ED2	0305PED2 (3/4") Disposable Cylinder	19.99	3,238.38

ENTERED

PAID
4/14/06
301853

TOTAL

\$3,238.38
@ 5%
161.92

Filed 4/14/06

Provisional

PSI PLUS, INC.

9585

BreamTek Associates, LLC					5/15/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
04/10/2006	Bill	6742-EGL	103.64	103.64		103.64
04/11/2006	Bill	6715-Praxa	22.58	22.58		22.58
04/14/2006	Bill	6746-SMP	22.16	22.16		22.16
04/14/2006	Bill	6749-SMP	14.98	14.98		14.98
04/14/2006	Bill	6750-SSG	237.10	237.10		237.10
04/14/2006	Bill	6751-SMP	161.92	161.92		161.92
					Check Amount	562.38

Citizens Bank

562.38

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

3/24/2006

6753

BILL TO:

National Refrigerants Inc.
661 Kenyon Avenue
Bridgeton, NJ 08302

SHIP TO:

National Refrigerants Inc.
661 Kenyon Avenue
Rosenhaya, NJ 08352

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PD27864	Net 30	JS	3/24/2006	Yellow		E Hampton CT

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81 PDD

PDD-5/8 Disposable Cylinder with 165 x 5/8
valve

31.30

2,535.30

PAID
4/26/06

084057

ENTERED

TOTAL

\$2,535.30

@ 5%

126.77

Handwritten notes:
Paid 4/26/06
084057

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

DATE INVOICE #

3/28/2006

6755

BILL TO:

Chromatography Research Supplies, Inc.
2601 Technology Drive
Louisville, KY 40299

SHIP TO:

CRS, Inc.
2601 Technology Drive
Louisville, KY 40299

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
44133	1% 10 Net 30	JS	3/28/2006	Roadway	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

147 PLD-1/4"-BE-Unc Steel Cylinder - Not Plated
1 Freight Shipping Charge

15.85 2,329.95
122.48 ~~122.48~~

PAID
4/26/06

043444

ENTERED

TOTAL

2329.95
\$2,452.43
116.50

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #
4/25/2006	6776

BILL TO:

Chromatography Research Supplies, Inc.
2601 Technology Drive
Louisville, KY 40299

SHIP TO:

CRS, Inc.
2601 Technology Drive
Louisville, KY 40299

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
44133	1% 10 Net 30	JS	4/25/2006	R & L	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

242	PLD-1/4"-BE-Unc	Steel Cylinder - Not Plated	15.85	3,835.70

PAID
5/08/06

043524

ENTERED

TOTAL

\$3,835.70

@ 5%

191.79

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE INVOICE #

4/6/2006

6760

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA7034	1% 10 Days	JS	4/6/2006	UPS	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

75	P15	105 liter Cylinder - Blue	11.68	876.00
1	Freight	Shipping Charge	50.20	~~50.20~~

5/08/06
#302829

ENTERED

TOTAL

876.00

~~8926.20~~

10.5%

43.80

SI PLUS, INC.

9609

BreamTek Associates, LLC				5/22/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount
04/26/2006	Bill	6753-NRI	126.77	126.77	
04/26/2006	Bill	6755-CRS	116.50	116.50	
05/08/2006	Bill	6776-CRS	191.79	191.79	
05/08/2006	Bill	6760-SSG	43.80	43.80	
				Check Amount	
					478.86

Citizens Bank

478.86

#2

DATA MANAGEMENT, INC. www.DataManage.com File #A15780

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P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

4/7/2006

6761A

BILL TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6111	1% 10 Days	JS	4/7/2006	A. Duie P...	E. Hampton, Ct	

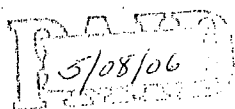
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

162 0305ED2
1 Freight

0305PED2 (3/4") Disposable Cylinder
Shipping Charge

19.99
543.50

3,238.38
~~543.50~~



#302829



Handwritten: paid 4/11/06

TOTAL

3,238.38
~~\$3,781.88~~
@ 5%
161.92

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

DATE INVOICE #

4/7/2006

6761B

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6110	1% 10 Days	JS	4/7/2006	A. Duic P...	E. Hampton,Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

200 03058D

0305P8D - PGD-5/8" Disposable Cylinder

9.96

1,992.00

5/08/06
#302829

ENTERED

TOTAL

\$1,992.00

25%

99.60

Invoice

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #

4/7/2006

6761C

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6105	1% 10 Days	JS	4/7/2006	A. Duie P...	E. Hampton,Ct	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

120 0305ZD

0305PZD - ZD Disposable Cylinder

11.98

1,437.60

PAID
5/03/06
302829

ENTERED

TOTAL

\$1,437.60

@ 5%

71.88

Ordered 4/11/06

DreamTek

PSI PLUS, INC.

9636

BreamTek Associates, LLC					5/30/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
05/08/2006	Bill	6761A-SM	161.92	161.92		161.92
05/08/2006	Bill	6761B-SM	99.60	99.60		99.60
05/08/2006	Bill	6761C-SM	71.88	71.88		71.88
					Check Amount	333.40

Citizens Bank

333.40

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6657

DATE	INVOICE #
4/7/2006	6762

BILL TO

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA7034	1% 10 Days	JS	4/7/2006	A. Duic P...	E.Hampton	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

250 P15		105 liter Cylinder - Blue	11.68	2,920.00

PAID
5/08/06
302829

ENTERED

TOTAL

\$2,920.00

@ 5%

146.00

Delayed 4/11/06

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 297-6667

INVOICE

DATE	INVOICE #

4/14/2006 6769

SHIP TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA7034	1% 10 Days	JS	4/14/2006	Roadway	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

213	P15	105 liter Cylinder - Beige	11.68	2,487.84
112	P15	105 liter Cylinder - Blue	11.68	1,308.16

ENTERED

5/08/06
302829

TOTAL

\$3,796.00

5%

189.80

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE INVOICE #

4/14/2006

6770

BILL TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6105	1% 10 Days	JS	4/14/2006	Roadway	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

139 0305ZD

0305PZD - ZD Disposable Cylinder

11.98

1,665.22



5/03/06
#302829

TOTAL

\$1,665.22

@ 5%

83.26

SI PLUS, INC.

9650

BreamTek Associates, LLC					6/7/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
05/08/2006	Bill	6762-SSG	146.00	146.00		146.00
05/08/2006	Bill	6769-SSG	189.80	189.80		189.80
05/08/2006	Bill	6770-SMP	83.26	83.26		83.26
					Check Amount	419.06

Citizens Bank

419.06

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

4/21/2006

6774

BEVIN ROAD

SHIP TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT

4808

1% 10 Net 30

JS

A. Duie P...

E Hampton CT

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81	25L	580 Valve Cylinder	22.66	1,835.46
81	25L	580 Valve - not installed	0.00	0.00
81	25L	Plastic Cap	0.00	0.00
1	Freight	Shipping Charge	146.10	<u>146.10</u>

PAID
5/09/06

064717

ENTERED

TOTAL

1835.46

~~\$1,981.56~~

(2) 5%

91.77

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6567

DATE INVOICE #

4/25/2006

6777

SHIP TO

SHIP TO

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA7034	1% 10 Days	JS	4/25/2006	A. Duie P...	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

225	P15	105 liter Cylinder - Blue	11.68	2,628.00
1	Freight	Shipping Charge	176.88	~~176.88~~

5/12/06
#302981

ENTERED

TOTAL

2628.00
~~\$2,804.88~~
2 5.10
151.40

il PLUS, INC.

9671

BreamTek Associates, LLC
Date Type Reference
05/09/2006 Bill 6774-EGL
05/12/2006 Bill 6777-SSG

Original Amt.
91.77
131.40

Balance Due
91.77
131.40

6/12/2006
Discount

Check Amount

Payment
91.77
131.40
223.17

Citizens Bank

223.17

PRINTED IN U.S.A.

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

5/3/2006

6787

BILL TO:

Chromatography Research Supplies, Inc.
2601 Technology Drive
Louisville, KY 40299

SHIP TO:

CRS, Inc.
2601 Technology Drive
Louisville, KY 40299

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT

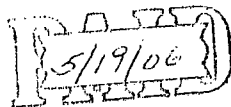
44133	1% 10 Net 30	JS	5/3/2006	R & L	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

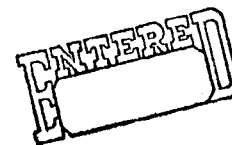
268 PLD-1/4"-BE-Unc Steel Cylinder - Not Plated

15.85

4,247.80



043639



TOTAL

\$4,247.80

@ 5%

212.39

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6657

invoice

DATE

INVOICE #

4/28/2006

6784

BILL TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

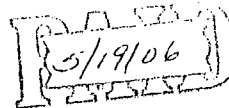
SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

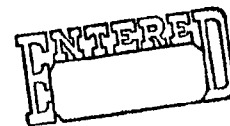
P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA7034	1% 10 Days	JS	4/28/2006	A. Duie P...		E Hampton CT

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

335 P15	105 liter Cylinder - Blue	11.68	3,912.80
1 Freight	Shipping Charge	176.88	~~176.88~~



303268



TOTAL

3912.80

~~\$4,089.68~~

5%

195.64

SI PLUS, INC.

9690

BreamTek Associates, LLC					6/22/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
05/19/2006	Bill	6787-CRS	212.39	212.39		212.39
05/19/2006	Bill	6784-SSG	195.64	195.64		195.64
					Check Amount	408.03

Citizens Bank

408.03

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6657

invoice

DATE: 5/26/2006 INVOICE: 6803

5/26/2006

6803

BILL TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

SHIP TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
4808	1% 10 Net 30	JS	5/26/2006	A. Duie P...	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

168	25L	580 Valve Cylinder	22.66	3,806.88
168	25L	580 Valve - not installed	0.00	0.00
168	25L	Plastic Cap	0.00	0.00
1	Freight	Shipping Charge	185.63	185.63

ENTERED

PAID
6/12/06

64988

TOTAL

3806.88
\$3,992.51
@ 5%
190.34

PSI PLUS, INC.

9718

BreamTek Associates, LLC					6/26/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
06/12/2006	Bill	6803-EGL	190.34	190.34		190.34
					Check Amount	190.34

Citizens Bank

190.34

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

DATE INVOICE

5/11/2006 6792A

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6112	1% 10 Days	JS	5/11/2006	R & L	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

810 0305ED	PED (5/8") Disposable Cylinder	19.99	16,191.90
1 Freight	Shipping Charge	479.20	~~479.20~~

ENTERED

6/14/06

304116

TOTAL

16,191.90
~~\$16,671.10~~
5%
809.60

SI PLUS, INC.

9734

BreamTek Associates, LLC
Date Type Reference
06/14/2006 Bill 6792A-SM

Original Amt.
809.60

Balance Due
809.60

7/5/2006
Discount
Check Amount

Payment
809.60
809.60

Citizens Bank

809.60

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

DATE

INVOICE#

5/11/2006

6792B

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6111	1% 10 Days	JS	5/11/2006	R & L	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

324 0305ED2

0305PED2 (3/4") Disposable Cylinder

19.99

6,476.76

PAID
6/14/06

304116

ENTERED

TOTAL

\$6,476.76

5%

325.84

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

5/12/2006

6793

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Q. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT

13-6105	1% 10 Days	JS	5/12/2006	A. Duie P...	E. Hampton CT	

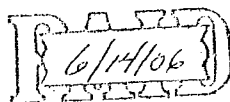
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

180 0305ZD
1 Freight

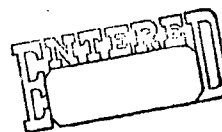
0305PZD - ZD Disposable Cylinder
Shipping Charge

11.98
143.39

2,156.40
143.39



304116



TOTAL

2156.40
\$2,299.79
2,299.79
107.83

PSI PLUS, INC.

9749

BreamTek Associates, LLC					7/10/2006	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
06/14/2006	Bill	6792B-SM	323.84	323.84		323.84
06/14/2006	Bill	6793-SMP	107.82	107.82		107.82
					Check Amount	431.66

Citizens Bank

431.66

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE	INVOICE #

6/1/2006 6808

BILL TO:

Chromatography Research Supplies, Inc.
2601 Technology Drive
Louisville, KY 40299

SHIP TO:

CRS, Inc.
2601 Technology Drive
Louisville, KY 40299

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
44133	1% 10 Net 30	JS	6/1/2006	R & L	E Hampton CT	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

328 PLD-1/4"-BE-Unc Steel Cylinder - Not Plated

15.85

5,198.80

PAID
6/21/06

#1043881

ENTERED

TOTAL

\$5,198.80

@ 5%

259.94

Dreamtek

PSI PLUS, INC.

9766

Date	Type	Reference	Original Amt.	Balance Due	7/18/2006 Discount	Payment
06/21/2006	Bill	6808-CRS	259.94	259.94		259.94
					Check Amount	259.94

Citizens Bank

259.94

Style #2  DATA MANAGEMENT, INC. www.DataManage.com File #A15780

PRINTED IN U.S.A.

7/18/06

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #

5/17/2006

6795

BILL TO:

SHIP TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA7034	1% 10 Days	JS	5/17/2006	A. Duie P...	E Hampton CT	

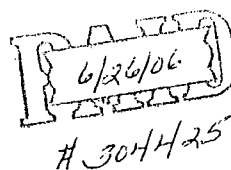
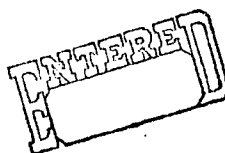
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

210 P15
1 Freight

105 liter Cylinder - Beige
Shipping Charge

11.68
178.01

2,452.80
~~178.01~~



TOTAL

2452.80

~~\$2,630.81~~

6/25/06

122.64

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #

5/19/2006 6797

BILL TO:

SHIP TO:

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA7034	1% 10 Days	JS	5/19/2006	A. Duie P...	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

218 P15		105 liter Cylinder - Blue	11.68	2,546.24
1 Freight		Shipping Charge	178.01	~~178.01~~

ENTERED

PAID
6/26/06

304425

TOTAL

2546.24
~~2,724.25~~
@ 5%
127.31

Good copy

6/26/06

P.O.L. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

5/23/2006

6799A

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

PO NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6108	1% 10 Days	JS	5/23/2006	A. Duie P...	E. Hampton CT	

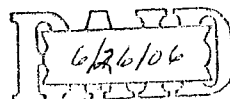
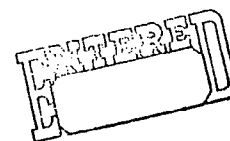
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

118 0305FD
1 Freight

0305PFD - PFD-5/8" Disposable Cylinder
Shipping Charge

8.11
142.26

956.98
~~142.26~~



304720

paid 5/30

(New in lot)

TOTAL

956.98
- \$1,099.24
21,530
47.85

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

INVOICE

5/23/2006

6799B

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

NUMBER	TERMS	REP	SHIP	VA	FOB	PROJECT
-6110	1% 10 Days	JS	5/23/2006	A. Duie P...	E. Hampton CT	

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

100	03058D	0305P8D - PGD-5/8" Disposable Cylinder	9.96	996.00

ENTERED

PAID
6/26/06
304720

TOTAL

\$996.00

@ 5-70

49.80

Invoice

P.G.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

5/26/2006

6806

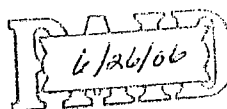
Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

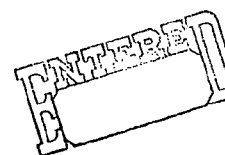
PO NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6110	1% 10 Days	JS	5/26/2006	UPS	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

5	03058D	0305P8D - PGD-5/8" Disposable Cylinder	9.96	49.80
1	Freight	Shipping Charge	6.60	6.60



304720



TOTAL

49.80

\$56.40

2.49

2.49

PSI PLUS, INC.

9792

7/24/2006

Discount

Payment

BreamTek Associates, LLC

Date	Type	Reference
06/26/2006	Bill	6795-SSG
06/26/2006	Bill	6797-SSG
06/26/2006	Bill	6799A-SM
06/26/2006	Bill	6799B-SM
06/26/2006	Bill	6806-SMP

Original Amt.

Balance Due

122.64

122.64

127.31

127.31

47.85

47.85

49.80

49.80

2.49

2.49

Check Amount

350.09

350.09

Citizens Bank

PRINTED IN U.S.

INVOICE

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

DATE INVOICE #

5/31/2006 6807

BILL TO

Scott Specialty Gases
 P.O. Box 310
 6141 Easton Road, Bldg. #1
 Plumsteadville, PA 18949

SHIP TO

Scott Specialty Gases, Inc.
 6141 Easton Road - Bldg. 1
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA6824	1% 10 Days	JS	5/31/2006	A. Duie P...	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

132 P15
 1 Freight

105 liter Cylinder - Blue
 Shipping Charge

11.68
 142.26

1,541.76
~~142.26~~

PAID
 7/03/06

305079

ENTERED

TOTAL

1541.76
 \$1,684.02
 142.26
 77.09

Invoice

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

DATE	INVOICE #
6/1/2006	6809

SHIP TO:

SHIP TO:

Scott Specialty Gases
 P.O. Box 310
 6141 Easton Road, Bldg. #1
 Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
 6141 Easton Road - Bldg. 1
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA6824	1% 10 Days	JS	6/1/2006	R & L	E Hampton CT	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

261	P15	105 liter Cylinder - Blue	11.68	3,048.48
1	Freight	Shipping Charge	174.01	~~174.01~~

PAID
 7/03/06

#305079

ENTERED

TOTAL

3048.48
~~\$3,222.49~~
 @ 5%
 152.42

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6657

Invoice

DATE INVOICE

6/2/2006

6810

BILL TO

Scott Specialty Gases
P.O. Box 310
6141 Easton Road, Bldg. #1
Plumsteadville, PA 18949

SHIP TO

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA6824	1% 10 Days	JS	6/2/2006	A. Duie P...	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

141 P15
1. Freight

105 liter Cylinder - Blue
Shipping Charge

11.68
142.26

1,646.88
~~142.26~~

PAID
7/03/06
#305079

ENTERED

TOTAL

1646.88

~~\$1,789.14~~

82.34

INVOICE

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

DATE	INVOICE #
6/8/2006	6814

BILL TO:

Scott Specialty Gases, Inc.
 P.O. Box 310
 Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
 6141 Easton Road - Bldg. 1
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA6824	1% 10 Days	JS	6/8/2006	A. Duie P...	E Hampton CT	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

204 P15
 1 Freight

105 liter Cylinder - Blue
 Shipping Charge

11.68	2,382.72
176.89	~~176.89~~

PAID
 7/03/06
 #305079

ENTERED

TOTAL

2382.72
~~\$2,559.61~~
 @ 5%
 119.14

PSI PLUS, INC.

9815

Date	Type	Reference	Original Amt.	Balance Due	8/1/2006 Discount	Payment
			77.09	77.09		77.09
07/03/2006	Bill	6807-SSG	152.42	152.42		152.42
07/03/2006	Bill	6809-SSG	82.34	82.34		82.34
07/03/2006	Bill	6810-SSG	119.14	119.14		119.14
07/03/2006	Bill	6814-SSG				430.99
					Check Amount	

430.99

Citizens Bank

PRINTED IN U.S.A.

INVOICE

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE: 6/16/2006 INVOICE #: 6818A

6/16/2006 6818A

SHIP TO:

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	HEP	SHIP	VIA	FOB	PROJECT
03-6112	1% 10 Days	JS	6/16/2006	A. Duie P...	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

405 0305ED	PED (5/8") Disposable Cylinder	19.99	8,095.95
1 Freight	Shipping Charge	543.21	~~543.21~~

ENTERED

DATE
7/17/06

305626

TOTAL

8095.95
\$8,639.16
2.5%
404.80

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06423
(860) 267-6667

6/16/2006

6818B

BILL TO

SHIP TO

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REF	SHIP	VIA	FOB	PROJECT
03-6110	1% 10 Days	JS	6/16/2006	A. Duie P...	E. Hampton CT	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

125 03058D

0305P8D - PGD-5/8" Disposable Cylinder

9.96

1,245.00

PAID
7/17/06

305626

ENTERED

James 6/20

TOTAL

\$1,245.00

@ 5%

62.25

PSI PLUS, INC.

9831

Date	Type	Reference	Original Amt.	Balance Due	8/7/2006 Discount	Payment
07/17/2006	Bill	6818A-SM	404.80	404.80		404.80
07/17/2006	Bill	6818B-SM	62.25	62.25		62.25
Check Amount						467.05

Citizens Bank

467.05

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE INVOICE

6/29/2006 6827

BILL TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

SHIP TO

The EGL Company, Inc.
100 Industrial Road
Berkeley Heights, NJ 07922

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
4808	1% 10 Net 30	JS	6/29/2006	R & L	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

81	25L	580 Valve Cylinder	23.45	1,899.45
81	25L	580 Valve - not installed	0.00	0.00
1	Freight	Shipping Charge	106.06	~~106.06~~

ENTERED

PAID
7/18/06

065272

TOTAL

1899.45

\$2,005.51

6.5%

94.97

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

Invoice

DATE	INVOICE #
6/12/2006	6815

BILL TO:

Scott Specialty Gases, Inc.
 P.O. Box 310
 Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
 6141 Easton Road - Bldg. 1
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA7034	1% 10 Days	JS	6/12/2006	A. Duie P...	E Hampton CT	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

196 P15
 1 Freight

105 liter Cylinder - Beige
 Shipping Charge

11.68	2,289.28
142.27	~~142.27~~

PAID
 7/18/06

305780

ENTERED

James 6/20

7/10/06

TOTAL *2,289.28*
\$2,431.55
10.5%
114.46

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

INVOICE

DATE	INVOICE #
6/16/2006	6817

Bill to:

Scott Specialty Gases, Inc.
 P.O. Box 310
 Plumsteadville, PA 18949

Ship to:

Scott Specialty Gases, Inc.
 6141 Easton Road - Bldg. 1
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA6824	1% 10 Days	JS	6/16/2006	A. Duie P...	E Hampton CT	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

225 P15	105 liter Cylinder - Blue	11.68	2,628.00

PAID
 7/18/06

305780

ENTERED

Issued 6/20

TOTAL

\$2,628.00

131.4/6

invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE INVOICE#

6/21/2006 6822

BILL TO

SHIP TO

Scott Specialty Gases, Inc.
P.O. Box 310
Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FROM	PROJECT
PA6824	1% 10 Days	JS	6/21/2006	A. Duie P...	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE/EACH	AMOUNT
205	P15	105 liter Cylinder - Beige	11.68	2,394.40
144	P15	105 liter Cylinder - Blue	11.68	1,681.92
1	Freight	Shipping Charge	198.45	~~198.45~~

205 P15
144 P15
1 Freight

105 liter Cylinder - Beige
105 liter Cylinder - Blue
Shipping Charge

11.68 2,394.40
11.68 1,681.92
198.45 ~~198.45~~

PAID
7/18/06

305780

ENTERED

TOTAL

4076.32

\$4,274.77

(@ 5%)

203.82

PSI PLUS, INC.

9850

Date	Type	Reference	Original Amt.	Balance Due	8/15/2006 Discount	Payment
			94.97	94.97		94.97
07/18/2006	Bill	6827-EGL	114.46	114.46		114.46
07/18/2006	Bill	6815-SSG	131.40	131.40		131.40
07/18/2006	Bill	6817-SSG	203.82	203.82		203.82
07/18/2006	Bill	6822-SSG				544.65
					Check Amount	

Citizens Bank

544.65

PRINTED IN U

Invoice

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

DATE INVOICE#

6/29/2006 6825

BILL TO:

Scott Specialty Gases, Inc.
 P.O. Box 310
 Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
 6141 Easton Road - Bldg. 1
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA6824	1% 10 Days	JS	6/29/2006	R & L	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

408 P15	105 liter Cylinder - Blue	11.68	4,765.44

ENTERED

PAID
 7/31/06
 #305976

paid 7/15

Invoice

TOTAL \$4,765.44

@ 5%
 238.27

PSI PLUS, INC.

9870

BreamTek Associates, LLC
Date Type Reference
07/31/2006 Bill 6825-SSG

Original Amt.
238.27

Balance Due
238.27

8/21/2006
Discount
Check Amount

Payment
238.27
238.27

Citizens Bank

238.27

Invoice

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

DATE	INVOICE #
7/7/2006	6831

BILL TO

Scott Specialty Gases, Inc.
 P.O. Box 310
 Plumsteadville, PA 18949

SHIP TO

Scott Specialty Gases, Inc.
 6141 Easton Road - Bldg. 1
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA6824	1% 10 Days	JS	7/7/2006	A. Duie P...	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

375	P15	105 liter Cylinder - Beige	11.68	4,380.00
1	Freight	Shipping Charge	214.03	~~214.03~~

ENTERED

PAID
 7/31/06

305976

Handwritten signature

Handwritten signature

TOTAL

4380.00
~~\$4,594.03~~
 219.00

PSI PLUS, INC.

9896

Date	Type	Reference	Original Amt.	Balance Due	9/6/2006 Discount	Payment
07/31/2006	Bill	6831-SSG	219.00	219.00		219.00
					Check Amount	219.00

Citizens Bank

219.00

Invoice

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

DATE	INVOICE #
7/13/2006	6837

BILL TO

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

SHIP TO

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6108	1% 10 Days	JS	7/13/2006	UPS	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

150	0305FD	0305PFD - PFD-5/8" Disposable Cylinder	8.11	1,216.50
1	Freight	Shipping Charge	50.81	~~50.81~~

ENTERED

PAID
 8/10/06
 IF 506368

Handwritten signature

Handwritten text

TOTAL

1216.50
~~1267.31~~
 @ 5%
60.83

INVOICE

P.S.I. PLUS, Inc.
10 DEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #
7/20/2006	6840

BILL TO:

Scott Specialty Gases, Inc.
P.O. Box 310
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA6824	1% 10 Days	JS	7/20/2006	R & L	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

108 P15		105 liter Cylinder - Beige	11.68	1,261.44
178 P15		105 liter Cylinder - Blue	11.68	2,079.04
1 Freight		Shipping Charge	167.92	<u>167.92</u>

8/10/06

#306552

ENTERED

Handwritten: Paid 8/10/06

Handwritten: 3340.48

TOTAL

3340.48
\$3,508.40
@ 5%
167.02

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #
7/21/2006	6842

BILL TO:

Scott Specialty Gases, Inc.
P.O. Box 310
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA6824	1% 10 Days	JS	7/21/2006	R & L	E Hampton CT	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

175 P15
1 Freight

105 liter Cylinder - Blue
Shipping Charge

11.68	2,044.00
167.92	~~167.92~~

PAID
8/10/06

306552

ENTERED

Handwritten: Paid 7/21

TOTAL

2044.00
~~2211.92~~
@ 5%
102.20

SI PLUS, INC.

Date	Type	Reference
08/10/2006	Bill	6837-SMP
08/10/2006	Bill	6840-SSG
08/10/2006	Bill	6842-SSG

Original Amt.
60.83
167.02
102.20

Balance Due
60.83
167.02
102.20

9/12/2006 Discount

Check Amount

Payment
60.83
167.02
102.20
330.05

330.05

Citizens Bank

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9827

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(850) 267-6667

DATE	INVOICE #
7/21/2006	6844

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6108	1% 10 Days	JS	7/21/2006	R & L	E. Hampton CT	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

187 0305FD	0305PFD - PFD-5/8" Disposable Cylinder	8.11	1,516.57

ENTERED

PAID
8/18/06

306824

TOTAL

\$1,516.57

@ 5%

75.83

PSI PLUS, INC.

9952

BreamTek Associates, LLC
Date 08/18/2006 Type Bill Reference 6844-SMP

Original Amt.
75.83

Balance Due
75.83

9/25/2006
Discount

Check Amount

Payment
75.83
75.83

Citizens Bank

75.83

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PRINTED IN

Invoice

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

DATE	INVOICE #
8/7/2006	6851A

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

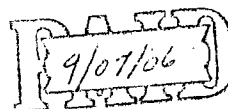
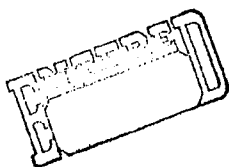
SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6108	1% 10 Days	JS	8/7/2006	A. Duie P...	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

142	0305FD	0305PFD - PFD-5/8" Disposable Cylinder	8.11	1,151.62
1	Freight	Shipping Charge	170.71	~~170.71~~



307651

Hand 8/15

Brown KK

TOTAL

1151.62

~~\$1,322.33~~

@ 5%

57.58

P.S.I. PLUS, Inc.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE

INVOICE #

8/7/2006

6851B

Bill to

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

Ship to

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6110	1% 10 Days	JS	8/7/2006	A. Duic P...	E. Hampton CT	

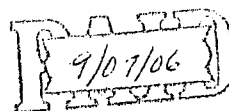
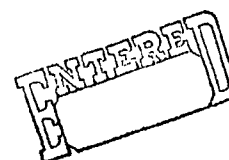
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

175 03058D

0305P8D - PGD-5/8" Disposable Cylinder

9.96

1,743.00



#307651

TOTAL

\$1,743.00

@ 5%

87.15

PSI PLUS, INC.

BreamTek Associates, LLC
Date Type Reference
09/07/2006 Bill 6851A-SM
09/07/2006 Bill 6851B-SM

Original Amt.
57.58
87.15

Balance Due
57.58
87.15

10/17/2006
Discount
Check Amount

Payment
57.58
87.15
144.73

144.73

Citizens Bank

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Style #2

DATA MANAGEMENT, INC. www.DataManage.com File #A15780

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

Invoice

DATE	INVOICE #

8/18/2006 6857A

BILL TO:

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
 6097 Easton Road, Bldg. 3
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
03-6108	1% 10 Days	JS	8/18/2006	A. Duie P...	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

353 0305FD
 1 Freight

0305PFD - PFD-5/8" Disposable Cylinder
 Shipping Charge

8.11	2,862.83
239.43	~~239.43~~

PAID
 9/18/06
 #507928

ENTERED

Payed 8/21/06

Thru Toll

TOTAL

2862.83
~~\$3,102.26~~
 @ 5%
 143.11

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

8/18/2006

6857B

BILL TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

SHIP TO:

Scott Medical Products
6097 Easton Road, Bldg. 3
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
03-6110	1% 10 Days	JS	8/18/2006	A. Duie P...	E. Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

597 0305FD

0305PFD - PFD-5/8" Disposable Cylinder

8.11

4,841.67

PAID
9/18/06

307928

ENTERED

paid 8/21/06

Tricom Tel

TOTAL

\$4,841.67

@ 5%

242.08

PSI PLUS, INC.

10020

BreamTek Associates, LLC
Date Type Reference
09/18/2006 Bill 6857A-SM
09/18/2006 Bill 6857B-SM

Original Amt.
143.14
242.08

Balance Due
143.14
242.08

10/25/2006
Discount

Payment
143.14
242.08
385.22

Check Amount

Citizens Bank

385.22

P.S.I. PLUS, INC.
10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE	INVOICE #

8/23/2006

6861

BILL TO:

Scott Specialty Gases, Inc.
P.O. Box 310
Plumsteadville, PA 18949

SHIP TO:

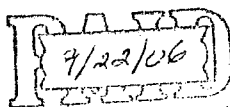
Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT

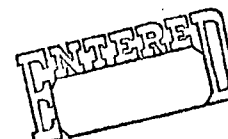
PA6824	1% 10 Days	JS	8/23/2006	UPS	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

75	P15	105 liter Cylinder - Beige	11.68	876.00
1	Freight	Shipping Charge	50.81	~~50.81~~



308245



TOTAL

876.00

~~\$926.81~~

876.00

Invoice

P.S.I. PLUS, Inc.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (860) 267-6667

DATE	INVOICE
9/7/2006	6867A

Bill To:

SHIP TO:

The EGL Company, Inc.
 100 Industrial Road
 Berkeley Heights, NJ 07922

The EGL Company, Inc.
 100 Industrial Road
 Berkeley Heights, NJ 07922

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
4808	1% 10 Net 30	JS	9/7/2006	R & L	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

36	25L	580 Valve Cylinder	23.58	848.88
36	25L	580 Valve - not installed	0.00	0.00

PAID
 9/25/06

065758

ENTERED

TOTAL

\$848.88

@ 5%

42.44

PSI PLUS, INC.

10043

Date	Type	Reference	Original Amt.	Balance Due	10/30/2006 Discount	Payment
09/22/2006	Bill	6861-SSG	43.80	43.80		43.80
09/25/2006	Bill	6867A-EG	42.44	42.44		42.44
					Check Amount	86.24

Citizens Bank

86.24

Invoice

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (800) 267-6667

DATE	INVOICE #
9/13/2006	6871

BILL TO:

SHIP TO:

Scott Specialty Gases, Inc.
 P.O. Box 310
 Plumsteadville, PA 18949

Scott Specialty Gases, Inc.
 6141 Easton Road - Bldg. 1
 Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA6824	1% 10 Days	JS	9/13/2006	R & L	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

143 P15		105 liter Cylinder - Blue	11.68	1,670.24
1 Freight		Shipping Charge	111.33	~~111.33~~

ENTERED

PAID
 10/06/06
 # 308807

TOTAL

1670.24
~~\$1,781.57~~
 83.51

P.S.I. PLUS, Inc.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE

INVOICE #

9/15/2006

6872

BILL TO:

Scott Specialty Gases, Inc.
P.O. Box 310
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT

PA6824

1% 10 Days

JS

9/15/2006

R & L

E Hampton CT

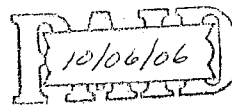
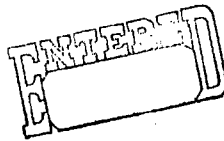
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

150 P15
1 Freight

105 liter Cylinder - Beige
Shipping Charge

11.68
111.33

1,752.00
~~111.33~~



308807

TOTAL

1752.00

~~\$1,863.33~~

@ 5%

87.60

PSI PLUS, INC.

10062

Date	Type	Reference	Original Amt.	Balance Due	11/7/2006 Discount	Payment
10/06/2006	Bill	6871-SSG	83.51	83.51		83.51
10/06/2006	Bill	6872-SSG	87.60	87.60		87.60
					Check Amount	171.11

Citizens Bank

171.11

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

Invoice

DATE INVOICE #

9/22/2006

6878A

BILL TO

Scott Specialty Gases, Inc.
P.O. Box 310
Plumsteadville, PA 18949

SHIP TO

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
PA6824	1% 10 Days	JS	9/22/2006	R & L	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

160 P15
1 Freight

105 liter Cylinder - Beige
Shipping Charge

11.68
167.47

1,868.80
~~167.47~~

PAID
10/20/06
309394

PAID
10/20/06

TOTAL

1868.80

\$2,036.27

@ 546

93.44

PSI PLUS, INC.

10105

Date	BreamTek Associates, LLC Type	Reference	Original Amt.	Balance Due	11/28/2006 Discount	Payment
10/20/2006	Bill	6878A-SS	93.44	93.44		93.44
					Check Amount	93.44

Citizens Bank

93.44

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10105

P.S.I. PLUS, INC.

10 BEVIN ROAD
P.O. BOX 147
EAST HAMPTON, CT 06424
(860) 267-6667

invoice

DATE INVOICE #

9/29/2006

6885A

BILL TO:

Scott Specialty Gases, Inc.
P.O. Box 310
Plumsteadville, PA 18949

SHIP TO:

Scott Specialty Gases, Inc.
6141 Easton Road - Bldg. 1
Plumsteadville, PA 18949

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
PA6824	1% 10 Days	JS	10/2/2006	Roadway	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

127 P15

105 liter Cylinder - Beige

11.68

1,483.36

PAID
11/05/06
#309969

ENTERED

TOTAL

\$1,483.36

@ 5%

74.17

Invoice

P.S.I. PLUS, INC.
 10 BEVIN ROAD
 P.O. BOX 147
 EAST HAMPTON, CT 06424
 (850) 267-6667

DATE	INVOICE #
10/20/2006	6895

BILL TO:

SHIP TO:

The EGL Company, Inc.
 100 Industrial Road
 Berkeley Heights, NJ 07922

The EGL Company, Inc.
 100 Industrial Road
 Berkeley Heights, NJ 07922

Q. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
4808	1% 10 Net 30	JS	10/20/2006	R & L	E Hampton CT	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT

102	25L	580 Valve Cylinder	23.58	2,405.16
102	25L	580 Valve - not istalled	0.00	0.00
102	25L	Protective Thread Cap	0.00	0.00
1	Freight	Shipping Charge	153.49	153.49

PAID
 11/06/06
 # 066064/

ENTERED

paid 10/24/06

TOTAL

2405.16
~~\$2,558.65~~
 @ 5%
 120.26

PSI PLUS, INC.

10268

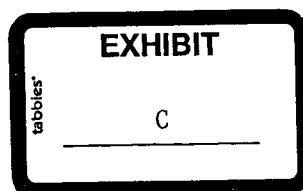
Date	Type	Reference	Original Amt.	Balance Due	1/30/2007 Discount	Payment
12/18/2006	Bill	6916-EGL	194.64	194.64		194.64
					Check Amount	194.64

Citizens Bank

194.64

**SCOTT SPECIALTY GASES/SCOTT MEDICAL PRODUCTS
ACCOUNTS PAYABLE PRINTOUT**

Accounts underlined and * indicate accounts which PSI did not pay BreamTek commissions and were not included in any of PSI's categories in response to PSI's answers to Request of Production of Documents dated September 13, 2007.



Date: 1/29/07

ACCOUNTS PAYABLE SYSTEM

User: CMS0306

Time: 10:00:41

Paid Item Invoice Inquiry

Program: Apin03-01

Vendor#: 008799 PSI PLUS INC

Terms: 0 days Type: PAID INVOICES

Invoice#	Voucher	Inv.Dte	Pd.Dte	Net Amt Due	Payment Amt	Ck#	Void
6678A	31241	16Dec2005	06Jan2006	34.05	34.05	298227	
6680	31254	22Dec2005	06Jan2006	599.56	599.56	298227	
6682	32029	27Dec2005	13Jan2006	16,553.88	16,553.88	298500	
6683	31658	27Dec2005	13Jan2006	1,164.93	1,164.93	298500	
6684	32034	30Dec2005	13Jan2006	2,624.70	2,624.70	298500	
x 6686A	32825	04Jan2006	20Jan2006	5,196.57	5,196.57	298825	
x 6686B	32826	04Jan2006	20Jan2006	2,838.50	2,838.50	298825	
6688	33067	06Jan2006	27Jan2006	2,079.04	2,079.04	299168	
6689	33920	06Jan2006	02Feb2006	2,076.10	2,076.10	299324	
6694A	33919	13Jan2006	02Feb2006	4,673.36	4,673.36	299324	
6694B	33918	13Jan2006	02Feb2006	3,818.09	3,818.09	299324	
6695	33648	18Jan2006	02Feb2006	3,583.10	3,583.10	299324	
6696	34433	19Jan2006	10Feb2006	3,396.58	3,396.58	299585	

Scan Invoice Number:

F3-End Job F4-Prompt» F5-Sort by Pd.Dte

F7-Open Invoices F9-Prev Screen

Rollup/Down

Date: 1/29/07

ACCOUNTS PAYABLE SYSTEM

User: CMS0306

Time: 10:00:00

Paid Item Invoice Inquiry

Program: Apin03-01

Vendor#: 008799 PSI PLUS INC

Terms: 0 days Type: PAID INVOICES

Invoice#	Voucher	Inv.Dte	Pd.Dte	Net Amt Due	Payment Amt	Ck#	Void
6699	34434	23Jan2006	10Feb2006	8,491.45	8,491.45	299585	
6699ADM	39541	23Jan2006	07Apr2006	39.98-	39.98-	301853	
6699DM	36871	23Jan2006	17Mar2006	168.60-	168.60	301028	
6704	34120	24Jan2006	10Feb2006	2,075.24	2,075.24	299585	
6707	34759	27Jan2006	10Feb2006	10,205.14	10,205.14	299585	
6708	34740	27Jan2006	10Feb2006	2,663.04	2,663.04	299585	
6712	35253	02Feb2006	17Feb2006	3,228.20	3,228.20	299945	
6713A	35466	02Feb2006	24Feb2006	5,757.12	5,757.12	300295	
6713B	35467	02Feb2006	24Feb2006	2,098.95	2,098.95	300295	
6716A	36496	10Feb2006	02Mar2006	2,014.69	2,014.69	300452	
6716B	36493	10Feb2006	02Mar2006	6,476.76	6,476.76	300452	
6722A	36494	16Feb2006	02Mar2006	3,554.78	3,554.78	300452	
6722B	36495	16Feb2006	02Mar2006	1,916.80	1,916.80	300452	

Scan Invoice Number:

F3-End Job F4-Prompt» F5-Sort by Pd.Dte

F7-Open Invoices F9-Prev Screen

Rollup/Down

Date: 1/29/07

Time: 09:59:56

ACCOUNTS PAYABLE SYSTEM
Paid Item Invoice InquiryUser: CMS0306
Program: Apin03-01

Vendor#: 008799 PSI PLUS INC

Terms: 0 days Type: PAID INVOICES

Invoice#	Voucher	Inv.Dte	Pd.Dte	Net Amt Due	Payment Amt	Ck#	Void
6723	36170	16Feb2006	02Mar2006	2,429.44	2,429.44	300452	
6728	37015	27Feb2006	17Mar2006	2,499.51	2,499.51	301028	
6730	38242	01Mar2006	24Mar2006	3,475.68	3,475.68	301398	
6733	38009	03Mar2006	24Mar2006	4,106.04	4,106.04	301398	
6738A	38687	13Mar2006	24Mar2006	13,478.82	13,478.82	301398	
6738B	38688	13Mar2006	24Mar2006	1,619.19	1,619.19	301398	
6738C	38691	13Mar2006	24Mar2006	996.00	996.00	301398	
6738D	38692	13Mar2006	24Mar2006	371.38	371.38	301398	
6739	38518	13Mar2006	24Mar2006	4,672.00	4,672.00	301398	
6746	39542	16Mar2006	07Apr2006	474.48	474.48	301853	
6749	39543	20Mar2006	07Apr2006	321.28	321.28	301853	
6750	39655	22Mar2006	07Apr2006	5,058.48	5,058.48	301853	
6751	40100	22Mar2006	07Apr2006	3,238.38	3,238.38	301853	

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F3-End Job F4-Prompt» F5-Sort by Pd.Dte F7-Open Invoices F9-Prev Screen Rollup/Down

Date: 1/29/07

Time: 09:59:47

ACCOUNTS PAYABLE SYSTEM
Paid Item Invoice InquiryUser: CMS0306
Program: Apin03-01

Vendor#: 008799 PSI PLUS INC

Terms: 0 days Type: PAID INVOICES

Invoice#	Voucher	Inv.Dte	Pd.Dte	Net Amt Due	Payment Amt	Ck#	Void
6751ADM	43035	22Mar2006	12May2006	19.99-	19.99-	303262	
6751DM	42760	22Mar2006	04May2006	20.09-	20.09-	302981	
6760	41801	06Apr2006	28Apr2006	926.20	926.20	302829	
6761A	41940	07Apr2006	28Apr2006	3,781.88	3,781.88	302829	
6761B	41941	07Apr2006	28Apr2006	1,992.00	1,992.00	302829	
6761C	41942	07Apr2006	28Apr2006	1,437.60	1,437.60	302829	
6762	41795	07Apr2006	28Apr2006	2,920.00	2,920.00	302829	
6764	41667	10Apr2006	12May2006	1,863.19	1,863.19	303262	
6769	42079	14Apr2006	28Apr2006	3,796.00	3,796.00	302829	
6770	42445	14Apr2006	28Apr2006	1,665.22	1,665.22	302829	
6777	42962	25Apr2006	04May2006	2,804.88	2,804.88	302981	
6784	43365	28Apr2006	12May2006	4,089.68	4,089.68	303262	
6792A	45659	11May2006	02Jun2006	16,671.10	16,671.10	304116	

Scan Invoice Number:

F3-End Job F4-Prompt» F5-Sort by Pd.Dte F7-Open Invoices F9-Prev Screen Rollup/Down

Date: 1/29/07

ACCOUNTS PAYABLE SYSTEM

User: CMS0306

Time: 09:59:43

Paid Item Invoice Inquiry

Program: Apin03-01

Vendor#: 008799 PSI PLUS INC

Terms: 0 days Type: PAID INVOICES

Invoice#	Voucher	Inv.Dte	Pd.Dte	Net Amt Due	Payment Amt	Ck#	Void
6792B	45660	11May2006	02Jun2006	6,476.76	6,476.76	304116	
6793	45658	12May2006	02Jun2006	2,299.79	2,299.79	304116	
6795	45921	17May2006	09Jun2006	2,630.81	2,630.81	304425	
6797	45920	19May2006	09Jun2006	2,724.25	2,724.25	304425	
6799A	46795	23May2006	16Jun2006	1,099.24	1,099.24	304720	
6799B	46794	23May2006	16Jun2006	996.00	996.00	304720	
X 6800	48512	24May2006	30Jun2006	366.03	366.03	305267	
6806	46793	26May2006	16Jun2006	56.40	56.40	304720	
6807	47420	31May2006	23Jun2006	1,684.02	1,684.02	305079	
6809	47418	01Jun2006	23Jun2006	3,222.49	3,222.49	305079	
6810	47347	02Jun2006	23Jun2006	1,789.14	1,789.14	305079	
6814	47887	08Jun2006	23Jun2006	2,559.61	2,559.61	305079	
6815	48886	12Jun2006	14Jul2006	2,431.55	2,431.55	305780	

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F3-End Job F4-Prompt» F5-Sort by Pd.Dte F7-Open Invoices F9-Prev Screen

Date: 1/29/07

ACCOUNTS PAYABLE SYSTEM

User: CMS0306

Time: 09:59:40

Paid Item Invoice Inquiry

Program: Apin03-01

Vendor#: 008799 PSI PLUS INC

Terms: 0 days Type: PAID INVOICES

Invoice#	Voucher	Inv.Dte	Pd.Dte	Net Amt Due	Payment Amt	Ck#	Void
6817	48887	16Jun2006	14Jul2006	2,628.00	2,628.00	305780	
6818A	49225	16Jun2006	07Jul2006	8,639.16	8,639.16	305626	
6818B	49226	16Jun2006	07Jul2006	1,245.00	1,245.00	305626	
6822	48888	21Jun2006	14Jul2006	4,274.77	4,274.77	305780	
6825	50152	29Jun2006	21Jul2006	4,765.44	4,765.44	305976	
X 6826	50147	29Jun2006	21Jul2006	4,821.11	4,821.11	305976	
6831	50567	07Jul2006	21Jul2006	4,594.03	4,594.03	305976	
6837	51457	13Jul2006	28Jul2006	1,267.31	1,267.31	306368	
X 6838	51456	17Jul2006	28Jul2006	6,953.10	6,953.10	306368	
6840	51980	20Jul2006	03Aug2006	3,508.40	3,508.40	306552	
6842	51981	21Jul2006	03Aug2006	2,211.92	2,211.92	306552	
6844	52499	21Jul2006	11Aug2006	1,516.57	1,516.57	306824	
6844ADM	55478	21Jul2006	08Sep2006	61.92-	61.92-	307928	

Scan Invoice Number:

Rollup/Down

F3-End Job F4-Prompt» F5-Sort by Pd.Dte F7-Open Invoices F9-Prev Screen

Date: 1/29/07
Time: 09:59:21ACCOUNTS PAYABLE SYSTEM
Paid Item Invoice InquiryUser: CMS0306
Program: Apin03-01

Vendor#: 008799 PSI PLUS INC

Terms: 0 days Type: PAID INVOICES

Invoice#	Voucher	Inv.Dte	Pd.Dte	Net Amt Due	Payment Amt	Ck#	Void
6844BDM	56801	21Jul2006	29Sep2006	9.96-	9.96-	308807	
6844DM	53998	21Jul2006	01Sep2006	413.61-	413.61-	307651	
6851A	54610	07Aug2006	01Sep2006	1,322.33	1,322.33	307651	
6851B	54611	07Aug2006	01Sep2006	1,743.00	1,743.00	307651	
6857A	55949	18Aug2006	08Sep2006	3,102.26	3,102.26	307928	
6857B	55948	18Aug2006	08Sep2006	4,841.67	4,841.67	307928	
6861	56411	23Aug2006	15Sep2006	926.81	926.81	308245	
* 6870	58088	12Sep2006	29Sep2006	5,450.90	5,450.90	308807	
6871	58240	13Sep2006	29Sep2006	1,781.57	1,781.57	308807	
6872	58242	15Sep2006	29Sep2006	1,863.33	1,863.33	308807	
6878A	59053	22Sep2006	13Oct2006	2,036.27	2,036.27	309394	
* 6878B	59054	22Sep2006	13Oct2006	2,219.20	2,219.20	309394	
* 6881	59989	29Sep2006	20Oct2006	4,408.64	4,408.64	309679	

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F3-End Job F4-Prompt* F5-Sort by Pd.Dte F7-Open Invoices F9-Prev Screen

Date: 1/29/07
Time: 09:59:03ACCOUNTS PAYABLE SYSTEM
Paid Item Invoice InquiryUser: CMS0306
*Program: Apin03-01

Vendor#: 008799 PSI PLUS INC

Terms: 0 days Type: PAID INVOICES

Invoice#	Voucher	Inv.Dte	Pd.Dte	Net Amt Due	Payment Amt	Ck#	Void
* 6882	60164	29Sep2006	27Oct2006	1,460.00	1,460.00	309969	
6885A	60168	29Sep2006	27Oct2006	1,483.36	1,483.36	309969	
* 6885B	60167	29Sep2006	27Oct2006	268.64	268.64	309969	
* 6891	61308	13Oct2006	03Nov2006	3,796.00	3,796.00	310193	
* 6892	62306	18Oct2006	17Nov2006	4,180.00	4,180.00	310879	
* 6898	63798	26Oct2006	01Dec2006	5,466.24	5,466.24	311254	
* 6902	64017	02Nov2006	01Dec2006	13,744.80	13,744.80	311254	
* 6905	65065	10Nov2006	01Dec2006	5,256.00	5,256.00	311254	
* 6906	65178	10Nov2006	01Dec2006	3,971.00	3,971.00	311254	
* 6920	67504	08Dec2006	05Jan2007	9,344.00	9,344.00	312463	
* 6921A	67860	08Dec2006	05Jan2007	3,641.92	3,641.92	312463	
* 6921B	67861	08Dec2006	05Jan2007	2,717.00	2,717.00	312463	
* 6925	68852	21Dec2006	12Jan2007	12,264.00	12,264.00	312696	

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,

Defendant

No. 2007-384- C.D.

FILED 1CC Atty
01/22/08
NOV 08 2007 Hopkins

William A. Shaw
Prothonotary/Clerk of Courts

SCHEDULING ORDER

AND NOW, this 8 day of November, 2007, upon consideration of the Motion for Appointment of an Independent Auditor to Review the Books and Records of Defendant, it is hereby ORDERED that:

1. A Rule is issued upon Respondent to show cause why the moving party is not entitled to the relief requested.

2. The Respondent shall file an Answer to the Motion within _____ days of this date;

3. The Motion shall be decided under Pa.R.C.P. §206.7;

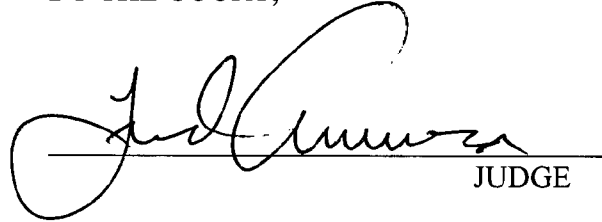
4. Depositions and all other discovery shall be completed within _____ days of this date;

5. An Evidentiary Hearing on disputed issues of material fact shall be held on the _____ day of _____, 2007, at _____ o'clock ____ .M., in Courtroom No. _____ of the Clearfield County Courthouse, Clearfield, Pennsylvania;

6. Argument shall be held on the 19th day of December, 2007 at 9:00 o'clock A .M., in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania; and

7. Notice of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT,


JUDGE

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,

Defendant

No. 2007-384- C.D.

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Atty
Hopkins

William A. Shaw
Prothonotary/Clerk of Courts

SCHEDULING ORDER

AND NOW, this 8 day of November, 2007, upon consideration of the
Motion for Summary Judgment, it is hereby ORDERED that:

1. A Rule is issued upon Respondent to show cause why the moving party is
not entitled to the relief requested.

2. The Respondent shall file an Answer to the Motion within _____ days of
this date;

3. The Motion shall be decided under Pa.R.C.P. §206.7;

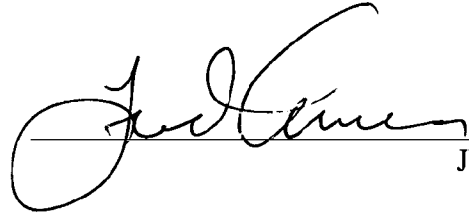
4. Depositions and all other discovery shall be completed within _____ days
of this date;

5. An Evidentiary Hearing on disputed issues of material fact shall be held on
the _____ day of _____, 2007, at _____ o'clock _____ M., in
Courtroom No. _____ of the Clearfield County Courthouse, Clearfield, Pennsylvania;

6. Argument shall be held on the 19th day of December,
2007 at 9:00 o'clock A.M., in Courtroom No. 1 of the Clearfield
County Courthouse, Clearfield, Pennsylvania; and

7. Notice of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT,


JUDGE

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Motion to Continue

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED ^{NO CC}
019 5864
NOV 13 2007 ^{GR}

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

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No. 2007-384- C.D.

MOTION TO CONTINUE

AND NOW, comes Plaintiffs, BreamTek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Motion to Continue and says as follows:

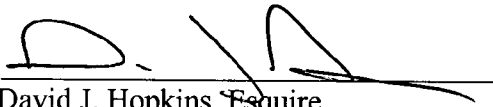
1. The above captioned matter is scheduled for an argument on December 19, 2007 at 9:00 a.m. in Courtroom No. 1.

2. Counsel for BreamTek is also scheduled to be in depositions in Harrisburg in the matter of Jack Wayne McBride, et ux vs. Randy E. Tock, et al., Centre County, No. 2007-3721. The depositions have been twice rescheduled and involve two other attorneys.

WHEREFORE, Plaintiff respectfully requests this matter be continued.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY: 

David J. Hopkins, Esquire
Attorney for Plaintiff

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

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:

No. 2007-384- C.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion to Continue, filed on behalf of Plaintiff, Breamtek Associate, LLC, was served on the 13th day of November, 2007, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP

Dated: November 13, 2007


David J. Hopkins, Esquire
Attorney for Plaintiff

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

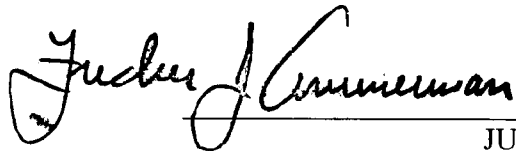
No. 2007-384- C.D.

ORDER

AND NOW, this 14th day of November, 2007, upon consideration of
Plaintiff's Motion to Continue;

It is hereby ORDERED and ADJUDGED that the argument scheduled for
December 19, 2007 at 9:00 a.m. shall be rescheduled for the 4th day of
January, 2008 at 9:00 A M.

BY THE COURT,


JUDGE

FILED
012:02:01
NOV 15 2007

ICC
Atty Hopkins
GH

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

No. 07-384-CD

Type of Pleading:

**ANSWER TO MOTION FOR
APPOINTMENT OF AN
INDEPENDENT AUDITOR**

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

&

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

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

Dated: November 26, 2007

William A. Shaw
Prothonotary/Clerk of Courts

11:02 AM
NOV 26 2007
Ang Lumadue

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

BREAMTEK ASSOCIATES, LLC,	*	
Plaintiff	*	
	*	
v.	*	No. 07-384-CD
	*	
P.S.I. PLUS, INC.,	*	
Defendant	*	

ANSWER TO MOTION FOR APPOINTMENT OF AN INDEPENDENT AUDITOR TO
REVIEW THE BOOKS AND RECORDS OF DEFENDANT

Defendant, P.S.I. Plus, Inc., by its undersigned attorney respectfully files the following answer to plaintiff's motion for an independent auditor and sets forth as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

6. Denied that defendant's answers were inaccurate or fraudulent. Defendant attached evidence of the orders as requested in request number three of Plaintiff. Any failure to attach invoices that would be relevant and discoverable was an oversight by the Defendant. In further answer thereto, stating that Defendant's actions were fraudulent states a conclusion of law to which no answer is required.

7. Admitted in part, denied in part. Admitted that Scott Specialty Glass/Scott Medical Products purchases products from Defendant. After reasonable investigation Defendant is without

knowledge or information sufficient to form a belief as to the truth of the attachment Exhibit "C." Plaintiff is utilizing a third party's accounting system to which Defendant has no information or access.

8. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto, there are numerous purchase orders to which Defendant admits in its production of documents that it did not pay commissions on (Categories 1, 2 and 3), it is suspected that the invoices correspond to these purchase orders and as stated supra Defendant attached the purchase orders as evidence and any failure to not also attach invoices to which Plaintiff would be entitled to in discovery was inadvertent.

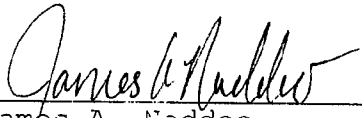
9. States a conclusion of law to which no answer is required. To the extent an answer may be required, said averment is denied. There are alternative methods of discovery other than an independent auditor that would afford the Plaintiff inspection of the records of Defendant.

10. Denied. Plaintiff has proven nothing. Plaintiff has asserted fraud and drawn legal conclusions without facts to support the same. Fraud must be proven by clear and convincing evidence. No sales were deliberately omitted by Defendant and the very same sales may in fact be represented on the purchase orders which Defendant admitted commissions were not paid. It is

specifically denied that it is appropriate for Defendant to bear the cost of the accounting.

WHEREFORE, defendant respectfully requests that this Court deny Plaintiff's request that Defendant be required to pay the cost of an independent auditor.

NADDEO & LEWIS, LLC

By 
James A. Naddeo
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, do hereby certify that a certified copy of Answer to Motion for Appointment of an Independent Auditor was served on the following and in the following manner on the 26th day of November, 2007:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:



James A. Naddeo
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

No. 07-384-CD

Type of Pleading:

**RESPONSE TO MOTION FOR
SUMMARY JUDGMENT**

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

&

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

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

Dated: December 3, 2007

11/10/44 BY ICC Atty
Naddeo
CP
With a copy
Prothonotary, Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

RESPONSE TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Defendant, P.S.I. Plus, Inc., by its undersigned attorney respectfully files the following response to plaintiff's motion for summary judgment and sets forth as follows:

1. Plaintiff filed suit against defendant based upon a contract between the parties wherein plaintiff was identified as an exclusive sales representative of defendant. A true and correct copy of said agreement is a part of the pleadings and attached to plaintiff's complaint and plaintiff's motion for summary judgment as Exhibit A. Defendant incorporates it herein by reference and makes it a part hereof.

2. Plaintiff conducted limited discovery and thereafter moved for summary judgment.

3. Summary judgment is only proper where the pleadings, depositions, answers to interrogatories, admissions and affidavits and other materials demonstrate that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of a law. Davis v. Resources for Human Development, Inc., 770 A.2d 353, 356 (Pa. Super.2001).

4. Under Pa. R. C. P. 1035.2 (1) summary judgment may be entered prior to the completion of discovery where there is no genuine issue of material fact which could be established by additional discovery or an expert report. Manzetti v. Mercy Hospital, 776 A.2d 938, 950-51 (Pa. 2001); Ghaner v. Bindi, 779 A.2d 585, 588 (Pa. Super 2001).

5. In the case at bar plaintiff moved for summary judgment and argues in its motion that under the terms of the contract plaintiff is entitled to certain commissions that defendant has not paid.

6. The contract was entered into on December 24, 2004. Plaintiff terminated the agreement pursuant to allowance for such in the agreement as of January 30, 2006.

7. The pertinent language with regard to commissions post termination is as follows. "In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date."

8. The commissions plaintiff claims are due are separated into three categories.

9. With regard to these three categories, plaintiff interprets the contract language stated in paragraph seven above to mean the following. Category 1: that a booked sale is any sale ordered and shipped to a subject account (or a subject product with regard to house accounts) within the twelve months following

the termination date. Category 2: that BTA accounts include accounts obtained by defendant through defendant's own work and initiative **after** plaintiff terminated the agreement. Category 3: that BTA accounts include PSI House Accounts wherein an allegedly "non-excluded" product was sold to a house account.

10. With regard to categories 1 and 2 plaintiff's alleged commissions due appear to be evident in that plaintiff outlined those due under category 1 in paragraph 21 of its motion for summary judgment and category 2 it claims it is due all orders placed from new accounts during the 12 months following the termination of the agreement.

11. Exactly what plaintiff is claiming with regard to category 3 commissions is unclear. It merely states that it is owed commissions on parts totaling \$297,839.38 which equals a commission of \$23,169.64. However, it has made no statement as to which parts were "non-excluded" and when said parts were sold or to which account, etc.

12. Defendant avers that this broad demand by plaintiff without support or identification of what items were sold and which parts sold are deemed to be "non-excluded" puts material facts at issue.

13. Defendant does not know how the court would find in favor of plaintiff without more information as plaintiff alleges it is due a commission on all non-excluded parts sold during the twelve months following the termination of the agreement when it

is not clear within the four corners of the contract in question what parts are "non-excluded" parts.

14. For example, there are four PSI House Accounts identified and listed in the agreement. One account, the Airgas Puritan account, has several products listed that are the "existent products sold" to this account. However, the other three house accounts listed in the contract do not list the specific products that were then the "existent products sold" to these accounts.

15. Defendant is uncertain how plaintiff has identified the existent products that were sold to these three accounts that have no products listed in the contract.

16. One could interpret this part of the contract to mean that the then existent (at the signing of the contract) products actually being sold by PSI to these three accounts are what should be excluded or one could interpret this to mean that any product sold to these accounts is to be excluded.

17. Using the former interpretation would require additional discovery and/or testimony to determine exactly what products were sold to these three accounts at the time and signing of the agreement.

18. Using the latter interpretation, defendant believes would go against some portion of the sum of the commission plaintiff claims it is due under category 3. However, again since

plaintiff did not specify the exact products it is alleging it is due a commission on here, defendant cannot determine for certain.

19. Defendant interprets the contract as follows. Category 1: a booked sale means one wherein the order was placed on or before the termination date of the agreement and would have then been shipped at a later date. A review of the orders pled as an attachment to plaintiff's motion for appointment of an independent auditor will demonstrate that an order might be booked on January 29, 2006 and thereafter be shipped on dates over the course of the next several months. Thus, making it logical for the parties to agree that booked orders, while they may not be shipped for several months after the termination date would still be orders on which plaintiff was due a commission. Category 2: when the agreement states "sales booked for BTA accounts," a BTA account can never be an account that was obtained by defendant **after** BTA terminated its relationship with defendant as its sales representative. Category 3: A BTA account can never be a PSI House Account. Furthermore, Defendant never paid BTA for any product sold to PSI House Accounts over the course of dealings that took place throughout the term of the contract and therefore the interpretation of the contract by the parties was that no matter what the product, BTA was never due a commission on products sold under PSI House Accounts. Affidavit of Doug Dilla, President of PSI, wherein these facts are confirmed is attached hereto as Exhibit "A."

20. That the fact that plaintiff's and defendant's interpretations of the contract with regard to the terms of the language pertinent to commissions due after termination are diametrically opposed demonstrates the agreement is ambiguous on its face, as it is subject to more than one interpretation.

21. That to the extent the contract is ambiguous the rules of contract construction must be applied.

22. That one such rule of contract construction holds that the contract be construed against the party drafting the contract.

23. That defendant avers, in its affidavit attached hereto as Exhibit A, that plaintiff drafted the contract in question and therefore this court should construe the contract against the plaintiff.

24. That at the point where the question of who drafted the contract comes into play there is a material question of fact to be addressed by the court prior to the granting of any motion for summary judgment.

25. That if the contract is ambiguous the controlling factor to be determined is the intent of the parties and in order to determine such intent the court will be required to take testimony.

26. That defendant in the affidavit attached as Exhibit A demonstrates that the intent of the parties with regard to house accounts was that no product sold to a PSI House Account was to be subject to a commission in favor of plaintiff.

27. That defendant's affidavit demonstrates a course of conduct with regard to PSI House Accounts after the agreement was entered into that again places the interpretation of the contract in issue and further brings to issue a genuine issue of material fact as to this conduct and the effect it shall have on the interpretation of the PSI House Account language and definitions in the contract.

28. Furthermore, that plaintiff is alleging that it is due a large amount of commissions from products sold to house accounts (category 3) in the face of defendant's affidavit that it should never be expecting such brings to issue a material fact and therefore summary judgment is not proper at this time.

WHEREFORE, defendant respectfully requests that this Court deny Plaintiff's motion for summary judgment.

NADDEO & LEWIS, LLC

By 
James A. Naddeo
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

AFFIDAVIT OF DOUG DILLA PRESIDENT OF P.S.I. PLUS, INC.

COMES NOW, the undersigned, who being duly sworn according to law, and based upon personal knowledge of the facts stated herein, deposes and says as follows:

1. The Affiant is Doug Dilla, an adult individual who is employed by and is the President of P.S.I. Plus, Inc. and was so during the course of the contract which is the subject of the above encaptioned litigation.

2. That as President of P.S.I. Plus, Inc. Affiant has personal knowledge and information regarding the herein discussed facts and circumstances.

3. That the agreement entered into between Plaintiff and Defendant which is the subject of this litigation was drafted by the Plaintiff, Breamtek Associates, LLC.

4. That during the period and term of the contract that was entered into between Plaintiff and Defendant (a copy of which is attached to Plaintiff's complaint as Exhibit A) that Defendant never paid any commission to Plaintiff on any PSI House Account

Account for any product ordered by the PSI House Account customers.

5. That the parties to the contract and to this litigation had discussions about PSI House Accounts prior to and during the course and term of the contract between the parties.

6. That as a result of these discussions between the parties it is and was evident to all parties that the Plaintiff was not to be involved with PSI House Accounts in any manner whatsoever.

7. That in particular, during the course of the contract between the parties, Plaintiff offered to visit and/or service the PSI House Accounts.

8. That Defendant's response to Plaintiff was not to service the PSI House Accounts in any manner.

9. That it was clearly established during the course of the contract that Plaintiff was not to have any contact or anything to do with PSI House Accounts, let alone receive any commission from them.

A handwritten signature in black ink, appearing to read "Doug Dilla", is written over a horizontal line.

Doug Dilla, President
PSI Plus, Inc.

STATE OF CONNECTICUT)

COUNTY OF Middlesex)

ss. E. Hampton

On this 30 day of November, 2007, before me, the undersigned officer, personally appeared DOUG DILLA, 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 the purposes therein contained.

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

Kathleen L. Rose

Notary Public

my comm Exp. 11/30/08

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

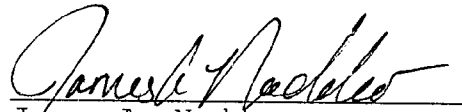
I, James A. Naddeo, do hereby certify that a certified copy of Response to Motion for Summary Judgment was served on the following and in the following manner on the 3rd day of December, 2007:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:



James A. Naddeo
Attorney for Defendant

LA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

BREAMTEK ASSOCIATES, LLC :

-VS-

: No. 07-384-CD

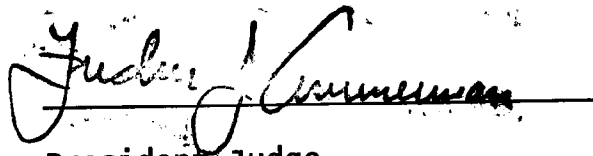
P.S.I. PLUS, INC. :

O R D E R

AND NOW, this 4th day of January, 2008, following argument on Plaintiff's Motion for Summary Judgment and Motion for Appointment of an Independent Auditor to Review Books, it is the ORDER of this Court as follows:

1. Counsel for the parties shall submit appropriate brief relative the Motion for Summary Judgment within no more than twenty (20) days from this date. Counsel shall attempt to take into account the indications made by the Court during argument as to the three issues in question;
2. The Motion for Appointment of Independent Auditor is hereby dismissed, without prejudice.

BY THE COURT,



President Judge

FILED
01314420
JAN 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Hys: Hopkins
Maddeo

CR

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[illegible]

v.

No. 37-384-CD

JAN 22 2001
 013:45 (W)
 William A. Shaw
 Prothonotary/Clerk of Courts
 2 C Ent to App

Type of Pleading:

**PETITION TO CONSIDER
AFTER DISCOVERED
EVIDENCE AND FOR
EXTENSION OF TIME WITHIN
WHICH TO FILE BRIEF**

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

3

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

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

Dated: January 22, 2008

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

ORDER

AND NOW, this 25 day of January, 2008 in
consideration of the Petition to Consider After Discovered
Evidence and For Extension of Time Within Which to File Brief
filed by Defendant it is the ORDER of this Court as follows:

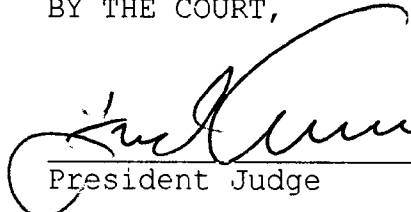
1. Defendant's Petition to Consider After Discovered
Evidence is hereby GRANTED;

2. The Plaintiff shall have 20 days to file an appropriate
response to the evidence as submitted by Defendant in its Petition
to Consider After Discovered Evidence;

3. Defendant's Petition for Extension of Time Within Which
to File Brief is hereby GRANTED.

4. Both parties shall have 20 days from the date Plaintiff
files its response to the evidence submitted by Defendant within
which to file an appropriate brief relative to the Motion for
Partial Summary Judgment filed by Plaintiff.

BY THE COURT,



President Judge

01/11/08
William A. Shea
Notary Public for Pennsylvania
2cc Atty. Lunadue

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

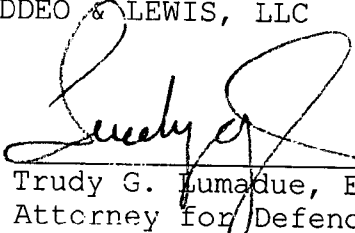
NOTICE TO PLEAD

TO THE PLAINTIFF:

You are hereby notified to file a written response to the enclosed Petition to Consider After Discovered Evidence and For Extension of Time Within Which to File Brief within twenty (20) days from service hereof or a judgment may be entered against you.

NADDEO & LEWIS, LLC

By


Trudy G. Lumaque, Esquire
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD .

PETITION TO CONSIDER AFTER DISCOVERED EVIDENCE AND FOR EXTENSION
OF TIME WITHIN WHICH TO FILE BRIEF

Defendant, P.S.I. Plus, Inc., by its undersigned attorney respectfully petitions this Court as follows:

1. Plaintiff commenced this action by complaint filed on March 13, 2007.

2. The parties engaged in limited discovery and on or about November 2, 2007 Plaintiff filed a Motion for Partial Summary Judgment.

3. On or about December 3, 2007, Defendant filed an appropriate response to Plaintiff's Motion for Partial Summary Judgment.

4. On January 4, 2008 this Court heard Plaintiff's Motion for Partial Summary Judgment and the parties were directed to file appropriate briefs with respect to the same within 20 days.

5. That since the time of the argument before the Court on January 4, 2008, Defendant has discovered a memorandum that substantially effects the facts of this case. True and

correct copy of the memorandum discovered by Defendant is attached hereto as Exhibit "A."

6. That the memorandum discovered by Defendant is made upon the first page of the contract that is the subject matter of this litigation.

7. Thereon an asterisk is noted at "PSI House Accounts" section, the products "ED and RD" are handwritten in and added to number three, Airgas Puritan, Lenexa, KS. It is further noted at the bottom right corner of this section "Discussed and OK 10/14/05."

8. That the memorandum discovered by Defendant's representative, Doug Dilla, refreshed his recollection.

9. That Defendant's representative, Doug Dilla, recalls that he telephoned the Plaintiff on the date noted in the memorandum (October 14, 2005) and discussed the fact that Airgas Puritan's Ontario, California location was closing and would be receiving products at the Lenexa, Kansas location and that the Linthicum Hts., Maryland location of Airgas Puritan would no longer be receiving any product from Defendant and these products would also be received at the Lenexa, Kansas location.

10. For the reasons stated in Paragraph 9 the parties verbally agreed that products "ED and RD" would now be included under Airgas Puritan, Lenexa, Kansas and thus be excluded from commission.

11. The conversation and agreement described in Paragraphs 9 and 10 was with Plaintiff's representative, John Seaman.

12. That Defendant respectfully represents that these facts as discovered should be considered by the Court in order to afford justice in this matter as the parties effectively orally modified the contract as originally written.

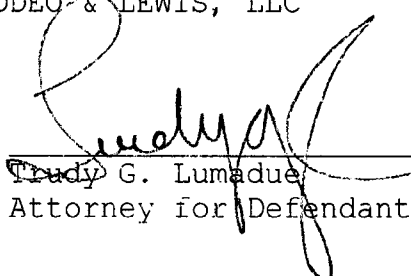
13. That Defendant respectfully requests this Court enter an appropriate Order permitting the evidence as discovered herein to be considered by the Court.

14. That Defendant further requests an extension of time within which to file a Brief as ordered by the Court on January 4, 2008 due to the after discovered evidence.

WHEREFORE, Defendant respectfully requests that this Court grant Defendant's Petition to Consider After Discover Evidence and enter an order permitting the consideration of the same and that the Court grant Defendant's Petition for Extension of Time Within Which to File Brief and enter an order accordingly.

NADDEO & LEWIS, LLC

By

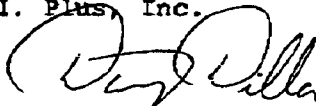

Trudy G. Lumadue
Attorney for Defendant

V E R I F I C A T I O N

I, Doug Dilla, verify that I am the President of P.S.I. Plus, Inc. and that I am authorized to execute this verification and further that the statements made in the foregoing Petition to Consider After Discovered Evidence and For Extension of Time Within Which to File Brief are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

P.S.I. Plus, Inc.

By:



Doug Dilla
Defendant

Dated:

1/22/08

SALES REPRESENTATION AGREEMENT

This Agreement is made as of December 24, 2004 between P.S.I. Plus, Inc. (PSI), a Connecticut Corporation and BreamTek Associates, LLC (BTA), a Pennsylvania Limited Liability Company.

Principal: P.S.I. Plus, Inc., P.O. Box 147, 10 Bevin Road, East Hampton, CT 06424.

Representative: BreamTek Associates, LLC, 228 Buskirk Road, Falls Creek, PA 15840.

Appointment: PSI appoints BTA as their exclusive representative for PSI Cylinder products and services. Exclusion from the appointment are existent products sold to PSI House Accounts; as designated by account, address and products sold in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

PSI House Accounts: *

<u>Accounts</u>	<u>Address</u>	<u>Cyl. P/N</u>
1) Airgas Puritan	Ontario, CA	1) ND, ED, ED-1, RD, RD-1, YD, FD, GD, KD
2) Airgas Puritan	Linthicum Hts., MD	2) RD
3) Airgas Puritan	Lenexa, KS	3) FD, YD, KD ED RD
4) Airgas Puritan	Marlborough, MA	4) ED, YD
5) Heath Consultants	Houston, TX	
6) Environ Products	Smithfield, NC	
7) MIT	Cambridge, MA	

Discussed and OK 10/14/05

Independent Contractor: BTA is an independent contractor.

Commission: PSI will pay a 5% commission on all invoices to all BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

Commission Payment: PSI will pay BTA commissions within 7 days of PSI's receipt of customer payment. PSI will provide with the commission payment a statement including account, invoice number and amount, customer payment date and commission amount.

1 814-765-8142

Exhibit "A"

01/10/54 ^{NO}CC
William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

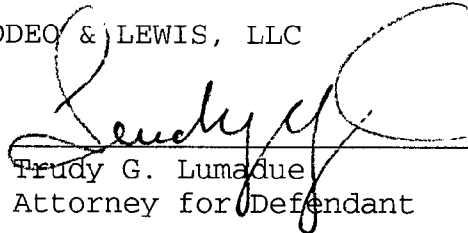
I, Trudy G. Lumadue, do hereby certify that a certified copy of Petition to Consider After Discovered Evidence and For Extension of Time Within Which to File Brief was served on the following and in the following manner on the 29th day of January, 2008:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


Trudy G. Lumadue
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Answer to Petition
to Consider After Discovered Evidence
and for Extension of Time Within
Which to File Brief

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED ICC Atty
0/11:35 am Hopkins
FEB 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

**ANSWER TO PETITION TO CONSIDER AFTER
DISCOVERED EVIDENCE AND FOR EXTENSION OF TIME
WITHIN WHICH TO FILE BRIEF**

AND NOW, comes Plaintiffs, Breamtek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and answer the Petition to Consider After Discovered Evidence and for Extension of Time Within Which to File Brief filed by Defendant P.S.I. Plus, Inc. as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. Exhibit "A" consists of the first page of the sales contract that was attached to Plaintiff's Complaint modified by someone. The document was not signed or initialed by Plaintiff.
6. Denied. Exhibit "A" consists of the first page of the sales contract that was attached to Plaintiff's Complaint modified by someone. The document was not signed or initialed by Plaintiff.

7. Admitted. The document says what it says.

8. Neither admitted nor denied. Plaintiff is without knowledge to admit or deny the allegations in paragraph 8. To the extent an answer is required, Plaintiff denies that any modification to the contract took place.

9. Neither admitted nor denied. Plaintiff cannot admit or deny what Doug Dilla recalls. To the extent an answer is required, Plaintiff denies there were any modifications to the contract. Plaintiff wrote to Defendant on February 9, 2007. See Exhibit "A" attached hereto reiterating the terms as set forth on page 1 of the contract. Neither Doug Dilla nor any other representative of Defendant referred to the "modified terms". The original terms were never modified.

10. Denied. Plaintiff denies there were any modifications to the contract and incorporates answer to paragraph 9 herein.

11. Denied. There were no conversations with John Seaman changing the terms of the contract. Plaintiff wrote to Defendant on February 9, 2007 reiterating the terms as set forth on page 1 of the contract. Neither Doug Dilla nor any other representative of Defendant referred to "the modified terms".

12. Denied. Unilateral hand written notes of an individual mean nothing. There is no initial or signature of Plaintiff. Douglas Dilla did not bring to light the alleged changed terms after receiving the February 9, 2007 letter from Plaintiff.

13. Denied. Unilateral hand written notes of an individual mean nothing. There is no initial or signature of Plaintiff. Douglas Dilla did not bring to light the changed terms after receiving the February 9, 2007 letter from Plaintiff.

14. Admitted.

WHEREFORE, Plaintiff respectfully requests this Honorable Court deny Defendant's Petition to Consider After Discovered Evidence should be denied.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY: 

David J. Hopkins, Esquire
Attorney for Plaintiff

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

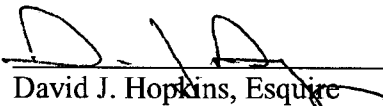
BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to Petition to Consider After Discovered Evidence and For Extension of Time Within Which to File Brief, filed on behalf of Plaintiff, Breamtek Associate, LLC, was served on the 15th day of February, 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP



David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 20C7-384- C.D.

Type of Pleading: Affidavit
of John Seaman

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED
018:55601
FEB 21 2008

ICC
Atty Hopkins
(CR)

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT

Commonwealth of Pennsylvania :
: ss:
County of Clearfield :

I, John Seaman, being duly sworn according to law deposes and says as follows:

1. I am a member of BreamTek Associates, LLC and I am familiar with all of BreamTek's dealings with Defendant, P.S.I. Plus, Inc.

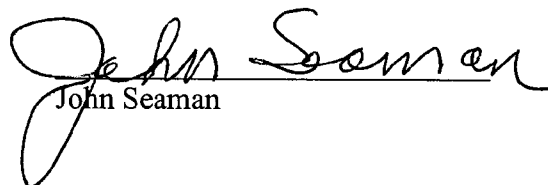
2. On or about December 24, 2004, Ned Brewer, my partner, executed the Sales Representation Agreement that is attached as Exhibit "A" to the Complaint.

3. After the execution of the Agreement, the Agreement was modified one time and the modification was in writing and signed by both parties. See Exhibit "A" to this Affidavit. There was no other modifications to the Agreement, either orally or in any other manner.

4. After the conclusion of the one (1) year period, I wrote to Douglas Dilla at P.S.I. Plus, Inc. and I reiterated the terms of the Sales Representation Agreement. The February 9, 2007 letter is attached to the Complaint and the Brief before the Court. At no time thereafter did Douglas Dilla or any other individual from P.S.I. Plus, Inc. state that our Agreement had been modified. The first allegation of a modification has arisen in the most recent filing of P.S.I. entitled Petition to Consider After Discovered Evidence and for Extension of Time Within Which to File Brief.

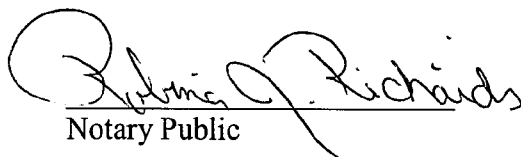
5. With reference to the amount due BreamTek for Category 3 sales, P.S.I. Plus, Inc. "whited out" the sale price on the information it supplied to us through discovery. However, set forth on each invoice was the number of cylinders and part number of cylinders sold and BreamTek had knowledge of P.S.I. cylinder pricing and therefore, was able to calculate the amount of each invoice and our commission due.

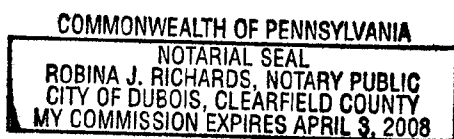
Date: February 19, 2008


John Seaman

Sworn to and subscribed by me

this 19th of February, 2008.


Notary Public





FOR THE
Tel: 1-877-PSIPLUS
Fax: 724-727-2096
E-mail: sales@psiplus.us

Sales Representative Agreement "Addendum"

This Addendum is made as of September 23, 2005, to the Sales Representation Agreement, dated December 24, 2004 between P.S.I. Plus, Inc. (PSI) and BreamTek Associates, LLC (BTA).

Appointment "Addendum":

"PSI will pay commissions to BTA for all paint ball and CO2 propellant gas accounts, serviced and/or formally serviced by Scott companies, Plumsteadville, PA, including National Paint Ball Company, of which BTA moves to PSI. Other paint ball accounts may be added in the future upon mutual agreement".

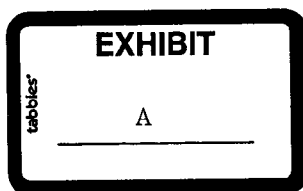
All other terms and conditions of the Sales Representation Agreement dated December 24, 2004 remain in force.

P.S.I. Plus, Inc.

BreamTek Associates, LLC

Small Compressed Gas Cylinders For Unique
Industrial • Military • Medical • and Recreational Applications

P.S.I. Plus, Inc. • P.O. Box 147 • East Hampton, CT 06424-0060
Tel 860-267-6667 • Fax 860-267-9629 • www.psiplus.us



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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384-CD Prothonotary/Clerk of Courts

FILED 2cc Atty's:
01/24/08
JUN 06 2008 Hopkins
Naddeo

William A. Shaw
Prothonotary/Clerk of Courts

ICC S. M. Kesell
ICC Law Library
(without memos)
(GR)

OPINION

BreamTek Associates, LLC (hereafter Plaintiff) is an independent manufacturers sales representative company. Plaintiff entered into a contract known as a Sales Representative Agreement (hereafter Agreement) with P.S.I. Plus, Inc. (hereafter Defendant) a manufacturer of steel cylinders. The Agreement, dated December 24, 2004, is the subject of the present action.

The Agreement identifies Plaintiff as the exclusive representative for the Defendant's products and services. The Agreement provided that it could be terminated by either party with or without cause with sixty days written notice at any time after one year from the effective date. The Defendant agreed to pay commissions to the Plaintiff under the Agreement in the amount of 5% on "all invoices to BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in 'PSI House Accounts' section and all Paint Ball and CO2 propellant gas cylinder accounts." Plaintiff's Exhibit A. Further, the Agreement provides that if the Agreement is terminated after the first year "PSI will continue to pay [Plaintiff] commissions only, for all sales booked for [Plaintiff] accounts, for twelve months from the termination date." Plaintiff's Exhibit A. The only exclusion from this Agreement were certain accounts called "PSI House accounts." The Plaintiff brought this Action alleging that following the termination of the Agreement

Defendant did not pay the commissions that were due under the Agreement. The Defendant identified four categories of sales in the year following the termination of the Agreement; they are:

Category 1: Represents orders that do not meet the “booked order” designation per the Agreement and no commission was paid.

Category 2: Represents accounts and new customers obtained by Defendant and not by Plaintiff and no commission was paid on these accounts as Plaintiff did not generate the accounts or the orders.

Category 3: Represents house accounts as defined in the Agreement and designated at the inception of the Agreement. No commission was paid.

Category 4: Represents orders and accounts for which Defendant paid a commission to Plaintiff.

Category four sales are not at issue in this action, and the Plaintiff alleges that Summary Judgment is proper for Categories one, two, and three. This Court agrees with Plaintiff with regards to Category one, and grants Summary Judgment in the amount of \$7,204.69, which represents the amount of commission due for Category one sales. With regards to Category one sales, “under Pennsylvania contract law, when language of a contract is clear and unambiguous, its meaning must be determined by examination of the contract itself.” *Fleetway Leasing Co. v. Wright*, 697 A.2d 1000, 1002 (Pa.Super. 1997) citations omitted. Here, the language is clear, the Agreement states that Plaintiff will continue to receive commissions on sales booked by them for a year following termination of the Agreement.

This Court does not agree with the Plaintiff’s request with regards to Category two and three sales. The Superior Court has held “[s]ummary judgment may be granted only in those cases where the right is clear and free from doubt.” *Bigansky v. Thomas Jefferson University Hospital*, 658 A.2d 423, 425 (Pa.Super. 1995) citations omitted. Further, “[t]he moving party has the burden of proving that there is no genuine issue of material fact.” *Id.* citations omitted.

Finally, “the record and any inferences therefrom must be viewed in the light most favorable to the nonmoving party, and any doubt as to the existence of a genuine issue of material fact must be resolved against the moving party.” *Id.* Here, it is not clear that the Plaintiff would be entitled to commission for sales booked by the Defendant following termination of the Agreement. The language of the Agreement states that Plaintiff will receive commissions “for all sales booked for [Plaintiff] accounts, for twelve months from the termination date.” This language seems, as noted earlier, clear and unambiguous on its face. The language provides that Plaintiff will continue to receive commissions for all of the sales it booked for the year following termination of the Agreement. Here, the Plaintiff’s right is far from clear and free from doubt which is the standard required to grant summary judgment.

Finally, with regard to Category three sales, Defendant testified that there had been an oral modification of the Agreement due to a change in circumstances with one of the Defendant’s House accounts. It is a well-recognized fact that “parol evidence of prior representations is inadmissible as to matters covered by the written agreement with an integration clause, unless the parties agreed that those representations would be added to the written agreement but they were omitted because of fraud, accident, or mistake.” *Glassmere Fuel Service, Inc. v. Clear*, 900 A.2d 398, 402 (Pa.Super. 2006) citations omitted. However, here there is no integration clause in the Agreement. Courts have looked at parol evidence when there is no integration clause in a written agreement. See *Ringgold Area School Dist. v. Ringgold Ed. Ass’n, PSEA/NEA*, 414 A.2d 118 (Pa. 1980) and *Appeal of Chester Upland School Dist.*, 423 A.2d 437 (Pa.Cmwlt. 1980), both of which allowed evidence of past practices where there was no integration clause. Therefore, because the Agreement does not contain an

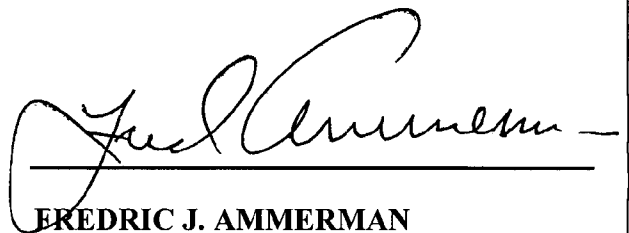
integration clause, this Court can look at other evidence of a modification and summary judgment would be inappropriate.

ORDER

NOW, this 5th day of June, 2008, following argument on January 4, 2008 and review of the parties' briefs, Plaintiff's Motion for Summary Judgment is **HEREBY DENIED** as to Categories 2 and 3 and **GRANTED** as to Category 1.

The Court finds that with regard to Categories 2 and 3, viewed in a light most favorable to the nonmoving party, the facts alleged do raise issues of material fact that are sufficient to withstand the Motion for Summary Judgment. With regard to Category 1 sales, the Motion for Summary Judgment is **GRANTED** in the amount of \$7,204.69, which represents the amount of commission due to the Plaintiff for Category one sales.

BY THE COURT:



FREDRIC J. AMMERMAN

President Judge

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Notice of Intent
to Serve Subpoena to Produce Documents
and Things for Discovery Pursuant to
Pa.R.C.P. 4009.21

Filed on behalf of: BreamTek
Associates, LLC

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

07/11/08 NB CC
JUL 11 2008

(62)

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO
Pa.R.C.P. 4009.21**

TO: P.S.I. Plus, Inc.
c/o Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

BreamTek Associates, LLC, intends to serve Subpoenas identical to the ones that are 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 Subpoenas. If no objections are made, the Subpoenas may be served.

Dated: 7 - 10 - 2008


David J. Hopkins, Esquire

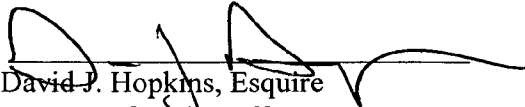
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Notice of Intent to Serve Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.21 filed on behalf of Plaintiff, BreamTek Associates, LLC, was forwarded on the 10th day of July, 2008, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830


David J. Hopkins, Esquire
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

Vs.

P.S.I. Plus, Inc.
Defendant(s)

*

*

*

No. 2007-00384-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Spectra Gases, Inc.

(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:

See attached.

100 Meadow Lane, Suite 5
DuBois, PA 15801

(Address)

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: David J. Hopkins, Esquire

ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801

TELEPHONE: 814-375-0300

SUPREME COURT ID # 42519

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division

DATE: Friday, June 20, 2008

Seal of the Court


Deputy

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

* attachment

Documents Required

- Copies of all Purchase Orders issued to P.S.I. Plus, Inc. dated January 31, 2006 through January 31, 2007, inclusive.
- Copies of all Invoices issued by P.S.I. Plus, Inc. against the above referenced Purchase Orders, regardless of date of Invoice.
- Copies of all Checks or Check Vouchers reflecting payment of above referenced Invoices.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Advanced Gas Technologies, Inc.

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to
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ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801
TELEPHONE: 814-375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Friday, June 20, 2008
Seal of the Court


Deputy

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

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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Precision Gas Products

(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:

See attached.

100 Meadow Lane, Suite 5
DuBois, PA 15801

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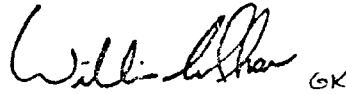
SUPREME COURT ID # 42519

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division



Deputy

DATE: Friday, June 20, 2008

Seal of the Court

WILLIAM A. SHAW
Prothonotary
My Commission Expires
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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

Vs.

P.S.I. Plus, Inc.
Defendant(s)

*

*

*

No. 2007-00384-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Praxair, Inc.

(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:

See attached.

100 Meadow Lane, Suite 5 (Address)
DuBois, PA 15801

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NAME: David J. Hopkins, Esquire
ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801
TELEPHONE: 814-375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

DATE: Friday, June 20, 2008
Seal of the Court

WILLIAM A. SHAW
Prothonotary
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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

Vs.

P.S.I. Plus, Inc.
Defendant(s)

*

*

*

No. 2007-00384-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Norco

(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:

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DuBois, PA 15801

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NAME: David J. Hopkins, Esquire
ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801
TELEPHONE: 814-375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

DATE: Friday, June 20, 2008
Seal of the Court

WILLIAM A. SHAW
Prothonotary
My Commission Expires
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Clearfield Co., Clearfield, PA

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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: National Refrigerants, Inc.

(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:

See attached.

100 Meadow Lane, Suite 5
DuBois, PA 15801

(Address)

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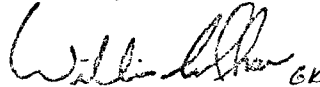
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DuBois, PA 15801
TELEPHONE: 814-375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

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

DATE: Friday, June 20, 2008
Seal of the Court

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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

Vs.

P.S.I. Plus, Inc.
Defendant(s)

*

*

*

No. 2007-00384-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Mittler Supply, Inc.

(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:

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100 Meadow Lane, Suite 5
DuBois, PA 15801

(Address)

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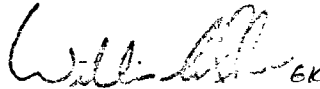
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NAME: David J. Hopkins, Esquire
ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801
TELEPHONE: 814-375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

DATE: Friday, June 20, 2008
Seal of the Court

WILLIAM A. SHAW
Prothonotary
My Commission Expires
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Clearfield Co., Clearfield, PA

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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Matheson Tri-Gas

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to
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DuBois, PA 15801

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NAME: David J. Hopkins, Esquire

ADDRESS: 100 Meadow Lane, Suite 5

DuBois, PA 15801

TELEPHONE: 814-375-0300

SUPREME COURT ID # 42519

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division



Deputy

DATE: Friday, June 20, 2008

Seal of the Court

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

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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Liquid Technology Corporation

(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to
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DuBois, PA 15801

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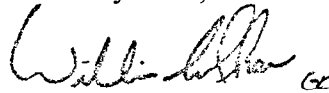
SUPREME COURT ID # 42519

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division



Deputy

DATE: Friday, June 20, 2008

Seal of the Court

WILLIAM A. SHAW
Prothonotary
My Commission Expires
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Clearfield Co., Pa.

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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Gasco

(Name of Person or Entity)

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SUPREME COURT ID # 42519

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division


Deputy

DATE: Friday, June 20, 2008

Seal of the Court

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

* attachment

Documents Required

- Copies of all Purchase Orders issued to P.S.I. Plus, Inc. dated January 31, 2006 through January 31, 2007, inclusive.
- Copies of all Invoices issued by P.S.I. Plus, Inc. against the above referenced Purchase Orders, regardless of date of Invoice.
- Copies of all Checks or Check Vouchers reflecting payment of above referenced Invoices.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: The EGL Company

(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:

See attached.

100 Meadow Lane, Suite 5 (Address)
DuBois, PA 15801

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.

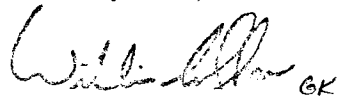
If you fail to produce the documents or things required by this subpoena within twenty
(20) days after its service, the party serving this subpoena may seek a court order compelling you
to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: David J. Hopkins, Esquire
ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801
TELEPHONE: 814-375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

DATE: Friday, June 20, 2008
Seal of the Court

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

* attachment

Documents Required

- Copies of all Purchase Orders issued to P.S.I. Plus, Inc. dated January 31, 2006 through January 31, 2007, inclusive.
- Copies of all Invoices issued by P.S.I. Plus, Inc. against the above referenced Purchase Orders, regardless of date of Invoice.
- Copies of all Checks or Check Vouchers reflecting payment of above referenced Invoices.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Cromotography Research Supplies, Inc.

(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:

See attached.

100 Meadow Lane, Suite 5
DuBois, PA 15801 (Address)

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: David J. Hopkins, Esquire

ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801

TELEPHONE: 814-375-0300

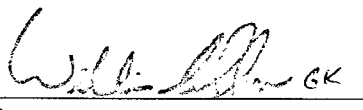
SUPREME COURT ID # 42519

ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Friday, June 20, 2008
Seal of the Court


Deputy

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

* attachment

Documents Required

- Copies of all Purchase Orders issued to P.S.I. Plus, Inc. dated January 31, 2006 through January 31, 2007, inclusive.
- Copies of all Invoices issued by P.S.I. Plus, Inc. against the above referenced Purchase Orders, regardless of date of Invoice.
- Copies of all Checks or Check Vouchers reflecting payment of above referenced Invoices.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Advanced Specialty Gases

(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:

See attached.

100 Meadow Lane, Suite 5
DuBois, PA 15801

(Address)

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: David J. Hopkins, Esquire
ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801
TELEPHONE: 814-375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

DATE: Friday, June 20, 2008
Seal of the Court

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

* attachment

Documents Required

- Copies of all Purchase Orders issued to P.S.I. Plus, Inc. dated January 31, 2006 through January 31, 2007, inclusive.
- Copies of all Invoices issued by P.S.I. Plus, Inc. against the above referenced Purchase Orders, regardless of date of Invoice.
- Copies of all Checks or Check Vouchers reflecting payment of above referenced Invoices.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Airgas, Inc.

(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:

See attached.

100 Meadow Lane, Suite 5 (Address)
DuBois, PA 15801

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.

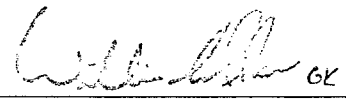
THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: David J. Hopkins, Esquire
ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801
TELEPHONE: 814-375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Friday, June 20, 2008
Seal of the Court


Deputy

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

* attachment

Documents Required

- Copies of all Purchase Orders issued to P.S.I. Plus, Inc. dated December 24, 2004 through January 31, 2007, inclusive.
- Copies of all Invoices issued by P.S.I. Plus, Inc. against the above referenced Purchase Orders, regardless of date of Invoice.
- Copies of all Checks or Check Vouchers reflecting payment of above referenced Invoices.

This Subpoena is applicable to all Airgas, Inc. subsidiaries and bill to and ship to locations.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

Vs.

P.S.I. Plus, Inc.
Defendant(s)

*

*

*

No. 2007-00384-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Air Liquide America Specialty Gases, LLC
(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:

See attached.

100 Meadow Lane, Suite 5 (Address)
DuBois, PA 15801

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: David J. Hopkins, Esquire
ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801
TELEPHONE: 814-375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Friday, June 20, 2008
Seal of the Court


Deputy

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

* attachment

Documents Required

- Copies of all Purchase Orders issued to P.S.I. Plus, Inc. dated January 31, 2006 through January 31, 2007, inclusive.
- Copies of all Invoices issued by P.S.I. Plus, Inc. against the above referenced Purchase Orders, regardless of date of Invoice.
- Copies of all Checks or Check Vouchers reflecting payment of above referenced Invoices.

This Subpoena is applicable to Scott Specialty Gases and Scott Medical Products, for all bill to and ship to locations.

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Notice of Intent
to Serve Subpoena to Produce Documents
and Things for Discovery Pursuant to
Pa.R.C.P. 4009.21

Filed on behalf of: BreamTek
Associates, LLC

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

^S **FILED** No. cc
019:52401
APR 21 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

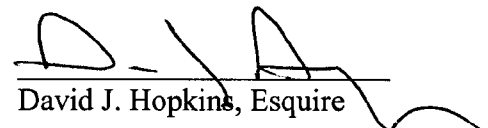
BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO
Pa.R.C.P. 4009.21**

TO: P.S.I. Plus, Inc.
c/o Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

BreamTek Associates, LLC, 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.

Dated: 4-17-09


David J. Hopkins, Esquire

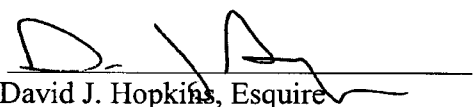
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Notice of Intent to Serve Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.21 filed on behalf of Plaintiff, BreamTek Associates, LLC, was forwarded on the 17th day of April, 2009, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830


David J. Hopkins, Esquire
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Air Liquide America Specialty Gases, LLC
(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:

See attached.

(Address)

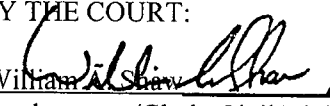
You may deliver or mail legible copies of the documents or produce things requested by
this subpoena, together with the certificate of compliance, to the party making this request at the
address listed above. You have the right to seek in advance the reasonable cost of preparing the
copies or producing 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: David J. Hopkins, Esquire
ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801
TELEPHONE: (814) 375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:


William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Wednesday, April 01, 2009
Seal of the Court

Deputy

1. Copies of all Scott Specialty Gases purchase orders place with P.S.I. Plus, dated from 1/3/06 through 1/31/07.

2. Copies of all P.S.I. Plus invoices addressed to Scott Specialty Gases dated from 1/31/06 through 1/31/07, inclusive of all invoices dated 1/31/07, regardless of 2007 date, which are applicable against all Scott Specialty Gases purchase orders place with P.S.I. Plus through 1/31/07.

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

No. 07-384-CD

FILED
MAY 05 2009
6/3/09
William A. Shaw
Prothonotary/Clerk of Courts
2 cert to

Type of Pleading:

Att

**OBJECTION TO SERVICE
OF SUBPOENA**

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

&

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

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

Dated: May 5, 2009

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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*

No. 07-384-CD

OBJECTION TO SERVICE OF SUBPOENA

Defendant, P.S.I. Plus, Inc., by its undersigned attorney respectfully objects to subpoena intended to be served by Plaintiff upon Air Liquide America Specialty Gases, LLC pursuant to Pa. R.C.P. 4009.21 and states as follows:

1. Plaintiff commenced this action by complaint filed on March 13, 2007.

2. On or about November 2, 2007, Plaintiff filed a motion for partial summary judgment.

3. Your Honorable Court granted said motion in part by Order of June 5, 2008 as to Category 1 sales in the amount of \$7,204.69. True and correct copy of said Opinion and Order is attached hereto as Exhibit "A."

4. That Category 1 sales represent the sales to companies after the termination of the contract, but during the timeframe which payment was agreed to continue to Plaintiff for "booked" orders.

5. Categories 2 and 3 represent accounts obtained by Defendant after termination of the agreement and house accounts respectively.

6. On or about April 17, 2009, Plaintiff served Notice of Intent to Serve Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.21 to Defendant. True and correct copy of said document is attached hereto as Exhibit "B."

7. That said subpoena intended to be served is addressed to Air Liquide America Specialty Gases, LLC, a company that acquired Scott Specialty Gases and that the documents requested to be produced all relate to Scott Specialty Gases.

8. That Scott Specialty Gases orders as applicable to this case were included with Category 1 sales upon which the Court has already rendered a decision and amount in Plaintiff's favor. True and correct copy of Motion for Partial Summary Judgment is attached hereto as Exhibit "C." See Page 5 of the same and the same generally (Category 2, new accounts obtained by Defendant after termination of contract do not include Scott Specialty Gases and Category 3, house accounts do not include Scott Specialty Gases).

9. That the subpoena is unnecessary to the case at this point as the sales relative to Scott Specialty Gases have already been ruled upon by the Court.

10. That it is believed and therefore averred that the subpoena is sought in bad faith to harass and annoy Defendant's customer.

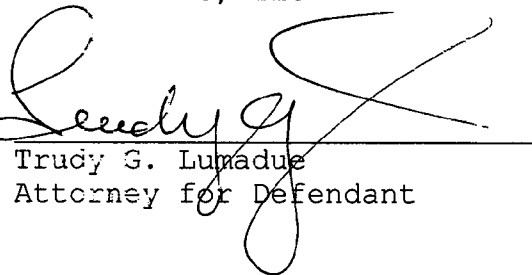
11. That for the foregoing reasons Defendant objects to the subpoena being served as intended upon Air Liquide America Specialty Gases, LLC.

12. That pursuant to Pa.R.C.P. 4009.21 (d)(1) Plaintiff shall not serve said subpoena as intended.

WHEREFORE, Defendant respectfully requests Your Honorable Court sustain Defendant's objection and enter an Order directing that Plaintiff shall not serve the subpoena as intended upon Air Liquide America Specialty Gases, LLC.

NADDEO & LEWIS, LLC

By


Trudy G. Lunadue
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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*

No. 07-384-CD

CERTIFICATE OF SERVICE

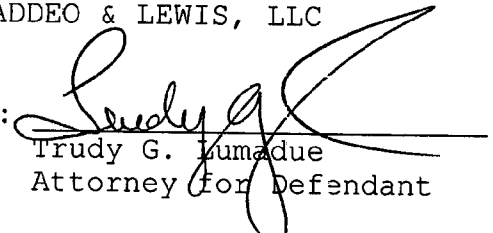
I, Trudy G. Lumadue, do hereby certify that a certified copy of Objection to Service of Subpoena was served on the following and in the following manner on the 5th day of May, 2009:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


Trudy G. Lumadue
Attorney for Defendant

JUN 06 2008

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384-CD

OPINION

BreamTek Associates, LLC (hereafter Plaintiff) is an independent manufacturers sales representative company. Plaintiff entered into a contract known as a Sales Representative Agreement (hereafter Agreement) with P.S.I. Plus, Inc. (hereafter Defendant) a manufacturer of steel cylinders. The Agreement, dated December 24, 2004, is the subject of the present action.

The Agreement identifies Plaintiff as the exclusive representative for the Defendant's products and services. The Agreement provided that it could be terminated by either party with or without cause with sixty days written notice at any time after one year from the effective date. The Defendant agreed to pay commissions to the Plaintiff under the Agreement in the amount of 5% on "all invoices to BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in 'PSI House Accounts' section and all Paint Ball and CO2 propellant gas cylinder accounts." Plaintiff's Exhibit A. Further, the Agreement provides that if the Agreement is terminated after the first year "PSI will continue to pay [Plaintiff] commissions only, for all sales booked for [Plaintiff] accounts, for twelve months from the termination date." Plaintiff's Exhibit A. The only exclusion from this Agreement were certain accounts called "PSI House accounts." The Plaintiff brought this Action alleging that following the termination of the Agreement

EXHIBIT

tabbles

A

Defendant did not pay the commissions that were due under the Agreement. The Defendant identified four categories of sales in the year following the termination of the Agreement; they are:

Category 1: Represents orders that do not meet the "booked order" designation per the Agreement and no commission was paid.

Category 2: Represents accounts and new customers obtained by Defendant and not by Plaintiff and no commission was paid on these accounts as Plaintiff did not generate the accounts or the orders.

Category 3: Represents house accounts as defined in the Agreement and designated at the inception of the Agreement. No commission was paid.

Category 4: Represents orders and accounts for which Defendant paid a commission to Plaintiff.

Category four sales are not at issue in this action, and the Plaintiff alleges that Summary Judgment is proper for Categories one, two, and three. This Court agrees with Plaintiff with regards to Category one, and grants Summary Judgment in the amount of \$7,204.69, which represents the amount of commission due for Category one sales. With regards to Category one sales, "under Pennsylvania contract law, when language of a contract is clear and unambiguous, its meaning must be determined by examination of the contract itself." *Fleetway Leasing Co. v. Wright*, 697 A.2d 1000, 1002 (Pa.Super. 1997) citations omitted. Here, the language is clear, the Agreement states that Plaintiff will continue to receive commissions on sales booked by them for a year following termination of the Agreement.

This Court does not agree with the Plaintiff's request with regards to Category two and three sales. The Superior Court has held "[s]ummary judgment may be granted only in those cases where the right is clear and free from doubt." *Bigansky v. Thomas Jefferson University Hospital*, 658 A.2d 423, 425 (Pa.Super. 1995) citations omitted. Further, "[t]he moving party has the burden of proving that there is no genuine issue of material fact." *Id.* citations omitted.

Finally, “the record and any inferences therefrom must be viewed in the light most favorable to the nonmoving party, and any doubt as to the existence of a genuine issue of material fact must be resolved against the moving party.” *Id.* Here, it is not clear that the Plaintiff would be entitled to commission for sales booked by the Defendant following termination of the Agreement. The language of the Agreement states that Plaintiff will receive commissions “for all sales booked for [Plaintiff] accounts, for twelve months from the termination date.” This language seems, as noted earlier, clear and unambiguous on its face. The language provides that Plaintiff will continue to receive commissions for all of the sales it booked for the year following termination of the Agreement. Here, the Plaintiff’s right is far from clear and free from doubt which is the standard required to grant summary judgment.

Finally, with regard to Category three sales, Defendant testified that there had been an oral modification of the Agreement due to a change in circumstances with one of the Defendant’s House accounts. It is a well-recognized fact that “parol evidence of prior representations is inadmissible as to matters covered by the written agreement with an integration clause, unless the parties agreed that those representations would be added to the written agreement but they were omitted because of fraud, accident, or mistake.” *Glassmere Fuel Service, Inc. v. Clear*, 900 A.2d 398, 402 (Pa.Super. 2006) citations omitted. However, here there is no integration clause in the Agreement. Courts have looked at parol evidence when there is no integration clause in a written agreement. See *Ringgold Area School Dist. v. Ringgold Ed. Ass’n, PSEA/NEA*, 414 A.2d 118 (Pa. 1980) and *Appeal of Chester Upland School Dist.*, 423 A.2d 437 (Pa.Cmwlt. 1980), both of which allowed evidence of past practices where there was no integration clause. Therefore, because the Agreement does not contain an

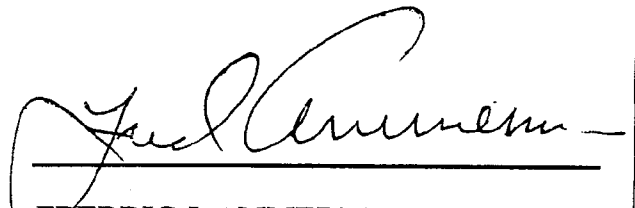
integration clause, this Court can look at other evidence of a modification and summary judgment would be inappropriate.

ORDER

NOW, this 5th day of June, 2008, following argument on January 4, 2008 and review of the parties' briefs, Plaintiff's Motion for Summary Judgment is **HEREBY DENIED** as to Categories 2 and 3 and **GRANTED** as to Category 1.

The Court finds that with regard to Categories 2 and 3, viewed in a light most favorable to the nonmoving party, the facts alleged do raise issues of material fact that are sufficient to withstand the Motion for Summary Judgment. With regard to Category 1 sales, the Motion for Summary Judgment is **GRANTED** in the amount of \$7,204.69, which represents the amount of commission due to the Plaintiff for Category one sales.

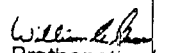
BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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

JUN 06 2008

Attest.


Prothonotary/
Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Notice of Intent
to Serve Subpoena to Produce Documents
and Things for Discovery Pursuant to
Pa.R.C.P. 4009.21

Filed on behalf of: BreamTek
Associates, LLC

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300



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

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO
Pa.R.C.P. 4009.21**

TO: P.S.I. Plus, Inc.
c/o Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

BreamTek Associates, LLC, 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 Subpcena. If no objection is made, the Subpoena may be served.

Dated: 4-17-09


David J. Hopkins, Esquire

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

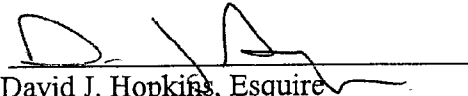
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No. 2007-384- C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Notice of Intent to Serve Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.21 filed on behalf of Plaintiff, BreamTek Associates, LLC, was forwarded on the 17th day of April, 2009, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830


David J. Hopkins, Esquire
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Breamtek Associates, LLC
Plaintiff(s)

*

Vs.

*

No. 2007-00384-CD

P.S.I. Plus, Inc.
Defendant(s)

*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Air Liquide America Specialty Gases, LLC
(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:

See attached.

(Address)

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: David J. Hopkins, Esquire
ADDRESS: 100 Meadow Lane, Suite 5
DuBois, PA 15801
TELEPHONE: (814) 375-0300
SUPREME COURT ID # 42519
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Wednesday, April 01, 2009
Seal of the Court

Deputy

1. Copies of all Scott Specialty Gases purchase orders place with P.S.I. Plus, dated from 1/3/06 through 1/31/07.

2. Copies of all P.S.I. Plus invoices addressed to Scott Specialty Gases dated from 1/31/06 through 1/31/07, inclusive of all invoices dated 1/31/07, regardless of 2007 date, which are applicable against all Scott Specialty Gases purchase orders place with P.S.I. Plus through 1/31/07.

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Motion for
Partial Summary Judgment

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

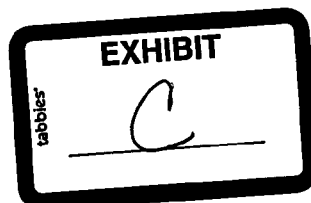
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300



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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

:
:
:
:
:
:
:
:

No. 2007-384- C.D.

MOTION FOR PARTIAL SUMMARY JUDGMENT

AND NOW, comes Plaintiff, BreamTek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Motion for Partial Summary Judgment against Defendant P.S.I. Plus, Inc., and in support thereof says as follows:

1. Plaintiff, BreamTek Associates, LLC, is a Pennsylvania limited liability company maintaining a principal business address at 228 Buskirk Road, Falls Creek, Pennsylvania 15840.

2. Defendant, P.S.I. Plus, Inc. is a Connecticut corporation maintaining a principal business address at 10 Bevin Road, East Hampton, Connecticut 06424.

3. This action was commenced on March 13, 2007. In this action, Plaintiff seeks commissions from Defendant as a result of a contract between the parties.

4. Plaintiff is an independent manufacturers' sales representative company.

5. Defendant is a manufacturer of steel cylinders.

6. This action is based on a sales representation agreement ("Agreement") dated December 24, 2004 that define the rights and obligations of the parties towards

each other. The Agreement was set forth as Exhibit "A" to Plaintiff's Complaint and is attached hereto as Exhibit "A" to this Motion.

7. This lawsuit and partial summary judgment action centers on commissions due Plaintiff after their Agreement was terminated.

8. The Complaint was filed on March 13, 2007. Plaintiff filed a Request for Production of Documents and Interrogatories and received a partial response to same. As a result of the partial response to Plaintiff's Request for Production of Documents and Interrogatories, Plaintiff now moves for partial summary judgment.

9. The Agreement set forth on Exhibit "A" is the controlling document. The document identifies Plaintiff as the exclusive representative for Defendant's products and services.

Appointment: PSI appoints BTA as their exclusive representative for PSI Cylinder products and services. Exclusion from the appointment are existent products sold to PSI House Accounts, as designated by account, address and products sold in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

10. Defendant agreed to pay Plaintiff commissions as follows:

Commission: PSI will pay a 5% commission on all invoices to BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

11. The only exclusion from the exclusive Representation Agreement were certain products sold to certain accounts identified by account, address and products. The specific products sold to specific accounts at their address were identified in the contract.

PSI House Accounts:

<u>Accounts</u>	<u>Address</u>	<u>Cyl. P/N</u>
1) Airgas Puritan	Ontario, CA	1) ND, ED, ED-1, RD, RD-1, YD, FD, GD, KD
2) Airgas Puritan	Linthicum Hts., MD	2) RD
3) Airgas Puritan	Lenexa, KS	3) FD, YD, KD
4) Airgas Puritan	Marlborough, MA	4) ED, YD
5) Heath Consultants	Houston, TX	
6) Environ Products	Smithfield, NC	
7) MIT	Cambridge, MA	

12. Consequently, anything not identified as a PSI House Account and product part number exclusion is subject to Plaintiff's commissions regardless of manner in which purchase orders were received.

13. The Agreement provided it could be terminated by either party after notice. The Agreement also provided for the continued payment of commissions after the Agreement was terminated.

14. In accordance with the Agreement, by letter dated January 20, 2006, Plaintiff terminated the Agreement effective January 31, 2006. The termination letter is attached hereto as Exhibit "B". Pursuant to the terms of the Agreement, Plaintiff was entitled to receive its five (5%) percent commission for all sales booked for BTA accounts through January 31, 2007.

15. The Agreement states:

Termination of Agreement: This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1,500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date.

16. A "BTA Account" is any sale of a non-excluded part to a non-excluded account.

17. Plaintiff did not receive the commissions due it and instituted this litigation.

18. Plaintiff propounded discovery upon Defendant requesting sale information and received a partial response from Defendant. Based upon the answers provided by Defendant, Plaintiff is entitled to summary judgment.

19. Defendant's Answer to Plaintiff's Request for Production of Documents identifies four (4) categories of sales in the one (1) year following the termination of the Agreement:

Category 1: Represents orders that do not meet the "booked order" designation per the Agreement and no commission was paid.

Category 2: Represents accounts and new customers obtained by P.S.I. Plus, Inc. and not by BreamTek Associates, LLC no commission was paid on these accounts as BreamTek Associates, LLC did not generate the accounts or the orders. Customer data has been blacked out to protect the proprietary interest of Defendant.

Category 3: Represents house accounts as defined in the Agreement and designated at the inception of the Agreement. No commission was paid. Product data and pricing has been blacked out to protect the proprietary interest of Defendant.

Category 4: Represents orders and accounts for which Defendant paid a commission to Plaintiff.

20. Category 4 sales are not at issue in this lawsuit, rather, Category 1, Category 2 and Category 3 sales are at issue.

21. Plaintiff is due a commission on Category 1 accounts as follows:

<u>ACCOUNT</u>	<u>PART</u>	<u>ORDER DATE</u>	<u>SHIPMENT DATE</u> (Invoice not rec'd.)	<u>SALES TOTAL</u>	<u>COMMISSIONS DUE TOTAL</u>
<u>EGL Company</u>	<u>100L</u>	<u>5/5/06</u>	<u>9/7/06</u>	<u>\$1,839.78</u>	<u>\$91.99</u>
<u>Advanced Gas</u>	<u>LB</u>	<u>4/24/06</u>	<u>4/27/06</u>	<u>\$325.00</u>	<u>\$16.25</u>
<u>CRS</u>	<u>PLD</u>	<u>Not legible</u>	<u>7/28/06, 9/15/06</u>	<u>\$14,233.30</u>	<u>\$711.67</u>
<u>CRS</u>	<u>PLD</u>	<u>3/17/06</u>	<u>6/30/06, 7/21/06, 7/28/06</u>	<u>\$15,850.00</u>	<u>792.50</u>
<u>Linde Gas</u>	<u>12257</u>	<u>3/7/06</u>	<u>6/26/06</u>	<u>\$2,287.60</u>	<u>\$114.38</u>
<u>Scott Medical</u>	<u>ZD</u>	<u>9/19/06</u>	<u>9/29/06, 12/8/06, 2/28/07</u>	<u>\$15,669.84</u>	<u>\$783.49</u>
<u>Scott Medical</u>	<u>ZD</u>	<u>8/21/06</u>	<u>9/12/06</u>	<u>\$5,450.90</u>	<u>272.55</u>
<u>Scott Medical</u>	<u>ZD</u>	<u>6/19/06</u>	<u>6/29/06</u>	<u>\$3,594.00</u>	<u>\$179.70</u>
<u>Scott Specialty</u>	<u>ED</u>	<u>4/6/06</u>	<u>4/10/06</u>	<u>\$1,615.95</u>	<u>\$80.80</u>
<u>Scott Specialty</u>	<u>105L</u>	<u>6/13/06</u>	<u>Not legible</u>	<u>\$42,048.00</u>	<u>\$2,102.40</u>
<u>Scott Specialty</u>	<u>Lecture</u>	<u>5/23/06</u>	<u>5/30/06</u>	<u>\$240.25</u>	<u>\$12.01</u>
<u>Scott Specialty</u>	<u>105L</u>	<u>1/17/06</u>	<u>Not legible</u>	<u>\$38,216.00</u>	<u>\$1,910.80</u>
<u>National Refrigerants</u>	<u>DD</u>	<u>5/16/06</u>	<u>7/26/06, 9/15/06, 9/18/06</u>	<u>\$2,723.10</u>	<u>\$136.16</u>

22. Plaintiff is entitled to commissions on Category 1 accounts listed above inasmuch as each sale listed above was booked between February 1, 2006 and January 31, 2007 and was not an excluded part sold to an excluded vendor.

23. The total sales for which Plaintiff is entitled to a commission total \$144,093.72 and Plaintiff is entitled to a commission of \$7,204.69.

24. Category 2 invoices represent accounts and new customers not obtained by Plaintiff that Defendant claims no commission are due. The sales were booked between February 1, 2006 and January 31, 2007 and are not excluded parts sold to excluded vendors, and therefore, Plaintiff is entitled to a commission. Sales set forth on Category 2 sales total \$ 21,459.58 and Plaintiff is entitled to a commission of \$1,072.98.

25. Plaintiff is entitled to commissions subsequent to the termination of the Agreement in recognition of the long term efforts to obtain new clients and new markets for Defendant's products and assisting Defendant in the development of new business and technology.

26. Category 3 invoices are for sales to excluded accounts for which Defendant alleges no commission is due.

27. A commission is due on Category 3 invoices when a non-excluded part was sold. Plaintiff is entitled to a commission for all non-excluded parts for the time period February 1, 2006 through January 31, 2007. Sales of Category 3 parts for which Plaintiff is owed a commission is \$ 297,839.38 and Plaintiff is entitled to a commission of \$14,891.97.

28. Plaintiff is entitled to commissions as follows:

Category 1 - \$7,204.69

Category 2 - \$1,072.98

Category 3 - \$14,891.97

Total \$23,169.64

29. The facts and law in this case are not in dispute and the matter is ripe for summary judgment on the information Defendants have provided to Plaintiff.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter summary judgment in favor of Plaintiff and against the Defendant in the amount of \$23,169.64.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY: 
David J. Hopkins, Esquire
Attorney for Plaintiff

SALES REPRESENTATION AGREEMENT

This Agreement is made as of December 24, 2004 between P.S.I. Plus, Inc. (PSI), a Connecticut Corporation and BreamTek Associates, LLC (BTA), a Pennsylvania Limited Liability Company.

Principal: P.S.I. Plus, Inc., P.O. Box 147, 10 Bevin Road, East Hampton, CT 06424.

Representative: BreamTek Associates, LLC, 228 Buskirk Road, Falls Creek, PA 15840.

Appointment: PSI appoints BTA as their exclusive representative for PSI Cylinder products and services. Exclusion from the appointment are existent products sold to PSI House Accounts, as designated by account, address and products sold in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

PSI House Accounts:

<u>Accounts</u>	<u>Address</u>	<u>Cyl. P/N</u>
1) Airgas Puritan	Ontario, CA	1) ND, ED, ED-1, RD, RD-1, YD, FD, GD, KD
2) Airgas Puritan	Linthicum Hts., MD	2) RD
3) Airgas Puritan	Lenexa, KS	3) FD, YD, KD
4) Airgas Puritan	Marlborough, MA	4) ED, YD
5) Heath Consultants	Houston, TX	
6) Environ Products	Smithfield, NC	
7) MIT	Cambridge, MA	

Independent Contractor: BTA is an independent contractor.

Commission: PSI will pay a 5% commission on all invoices to all BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

Commission Payment: PSI will pay BTA commissions within 7 days of PSI's receipt of customer payment. PSI will provide with the commission payment a statement including account, invoice number and amount, customer payment date and commission amount.

EXHIBIT

tabbler

A

Expenses: PSI to provide BTA \$1200 monthly, for the first 12 months, to defray BTA's sales & marketing travel, communications and sales office administrative expenses, payable by PSI on the 15th day of each month.

Plant Visit Expenses: PSI will reimburse BTA for travel expenses incurred in conjunction with PSI Plant visits.

Terms of Agreement: One year, automatically renewable for one-year periods.

Termination of Agreement: This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date.

Marketing Materials and Sales Documents:

PSI will provide BTA with necessary marketing and sales materials and literature such as letterheads, stationary, business cards, and web page access, to be used in promotion of PSI cylinder sales. PSI will and BTA will provide copies of proposals, purchase orders, invoices, quotations and correspondence related to customers. PSI and BTA will share pertinent account personnel and marketing information. BTA will assist PSI and/or coordinate development of quotations and sales materials.

Pricing and Sales Order Acceptance:

PSI has the exclusive right to set pricing terms for all sales orders. PSI also has the exclusive right to accept sales. BTA will participate with assistance and advice in these matters, utilizing market experience and intelligence gained through market contact.

IN WITNESS WHEREOF, PSI and BTA have executed this Agreement, effective on the date first above written.

P.S.I. Plus, Inc.

By: [Signature]

BreamTek Associates, LLC

By: [Signature]

Hard copy in the mail

BreamTek Associates, LLC

203 Roselle Drive
Apollo, PA 15613
Phone (724) 727-2095
Fax (724) 727-2096
Email seaman@highvision.net

January 20, 2006

Mr. Douglas Dilla
P.S.I. Plus, Inc.
10 Bevin Road
East Hampton, CT 06424

Dear Doug:

BreamTek Associates, LLC, is hereby severing its relationship with P.S.I. Plus, Inc., pursuant to the Sales Representation Agreement, dated December 24, 2004, by and between BreamTek Associates, LLC and P.S.I. Plus, Inc., Termination of Agreement paragraph: "This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date". In lieu of the sixty (60) days written notice, as so stipulated in the Sales Representation Agreement, and in conjunction with the January 19, 2006 teleconference and mutual agreement between Doug Dilla (PSI) and John Seaman (BTA), the effective date of termination will hereby be January 31, 2006.

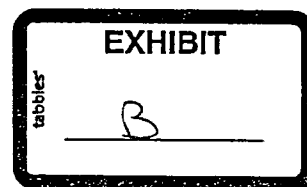
Pursuant to the terms and conditions set forth in the Sales Representation Agreement, Commission paragraph: "PSI will pay a 5% commissions on all invoices to all BTA accounts regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts. Exception is PSI will pay commissions to BTA for all paint ball and CO2 propellant gas accounts, serviced and or formally serviced by Scott companies, including National Paint Ball Company, as stipulated in the Sales Representative Agreement "Addendum" dated September 23, 2005. Pursuant to the terms and conditions of Commission Payment paragraph: "PSI will pay BTA commissions within 7 days of PSI's receipt of customer payment. PSI will provide with the commission payment a statement including account, invoice number and amount, customer payment date and commission amount". For accounting purposes, as stipulated in Agreement, PSI will provide BTA copies of all purchase orders and invoices pertinent to the Agreement. P.S.I. Plus commission payment obligation will continue for all purchase orders dated on or before January 31, 2007, until the P.S.I. Plus, Inc. payment obligation to BreamTek Associates, LLC is satisfied in its entirety.

Please direct any and all correspondence concerning this matter to the undersigned.

Sincerely,

BreamTek Associates, LLC

By: John L. Seaman



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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

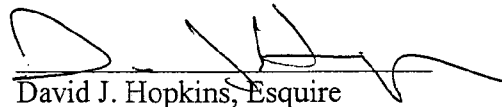
No. 2007-384- C.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion for Partial Summary Judgment, filed on behalf of Plaintiff, BreamTek Associates, LLC, was served on the 2nd day of November, 2007, on all counsel of record addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Answer to
Objection to Service of Subpoena

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED
NOV 10 4 47 PM
JUN 25 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

ANSWER TO OBJECTION TO SERVICE OF SUBPOENA

AND NOW, comes Plaintiffs, Breamtek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and answers the Defendant's Objection to Service of Subpoena as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Denied. The essence of Plaintiff's Complaint and prior discovery motions in this case are that Defendant has failed to produce the discovery of Category 1, 2 and 3 sales so that the Court can ultimately rule on the amount Defendant owes Plaintiff. The issue is what sales did Defendant make to Scott Specialty Gases and Scott Medical Products that Plaintiff does not know about.

9. Denied. The subpoena is necessary to determine the sales that Defendant made to Scott Specialty Gases and Scott Medical Products.

10. Denied. Had Defendant provided full and complete answers to its discovery, Plaintiff would not be forced to subpoena information from Defendant's customers.

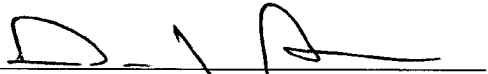
11. No answer is required of this paragraph inasmuch as it calls for a legal conclusion. To the extent an answer is required, Plaintiff's subpoena seeks specific information relevant to this case, and therefore, is admissible.

12. No answer is required of this paragraph.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to deny Defendant's objection to Plaintiff's subpoena upon Air Liquide America Specialty Gases, LLC.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY: 

David J. Hopkins, Esquire
Attorney for Plaintiff

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

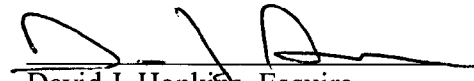
BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to Defendant's Objection to Service of Subpoena, filed on behalf of Plaintiff, Breamtek Associate, LLC, was served on the 24th day of June, 2009, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

CA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED August 10, 2009

CASE NUMBER TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME
2007-384-C.D.
Date Complaint ☒ Jury ☐ Non-Jury
Filed: 03/13/2007 ☐ Arbitration 2 days/hours

PLAINTIFF(S)

BREAMTEK ASSOCIATES, LLC

DEFENDANT(S)

P.S.I. PLUS, INC.

ADDITIONAL DEFENDANT(S)

☐ Check block if a Minor
is a Party to the Case

☐

☐

FILED
01/12/09
AUG 10 2009

W William A. Shaw *(610)*
Prothonotary/Clerk of Courts

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

Plaintiff

March 13, 2007

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

More than \$25,000.00

&

☐ yes ☒ no

N/A

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

David J. Hopkins, Esquire

(814) 375-0300

FOR THE DEFENDANT

TELEPHONE NUMBER

Trudy G. Lumadue, ESquire

(814) 765-1601

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

No. 07-384-CD

FILED

AUG 14 2009

9/3/20/09
William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading: *1 SENT TO*

**MOTION TO STRIKE CASE
FROM TRIAL LIST**

ATTY

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

&

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

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

Dated: August 14, 2009

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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*
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No. 07-384-CD

MOTION TO STRIKE CASE FROM TRIAL LIST

Defendant, P.S.I. Plus, Inc., by its undersigned attorney respectfully moves this Court to strike the above-captioned case from the trial list and sets forth as follows:

1. On or about August 10, 2009, Plaintiff filed a Certificate of Readiness which requested this case be placed on the jury trial list.

2. Plaintiff's form as submitted to the Court is in compliance with the requirements of 46 J.D.R.C.P. 212.2.

3. The case has not been previously listed for trial.

4. That Movant respectfully represents that the case should not be heard by a jury as requested by Plaintiff's Certificate of Readiness.

5. That the amount in controversy is less than \$20,000.00 and the case should be listed for arbitration pursuant to 46 J.D.R.C.P. 1301.

6. With respect to the amount in controversy, Plaintiff in its Motion for Partial Summary Judgment admits the amounts in controversy at that time totaled \$23,169.64 (Alleged commissions

due Plaintiff are stated as: \$7,204.69 - Category 1 Commissions, \$1,072.98 - Category 2 Commissions, \$14,891.97 - Category 3 Commissions). True and correct copy of Motion for Partial Summary Judgment filed by Plaintiff is attached hereto as Exhibit "A." See Paragraph 28 thereof.

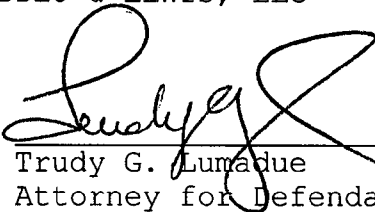
7. This Court entered partial summary judgment in favor of Plaintiff as to the Category 1 Commissions in the amount of \$7,204.69 leaving the amount in controversy \$15,964.95. True and correct copy of Opinion and Order of Court dated June 5, 2008 is attached hereto as Exhibit "B."

8. In the alternative should this Court determine the amount in controversy is in excess of \$20,000.00, Movant respectfully represents that discovery is not complete as no depositions have been completed by either party, in particular Defendant/Movant. Movant was operating under the belief that the case would be set for arbitration not a jury trial.

WHEREFORE, defendant respectfully requests that this Court enter an order directing the Prothonotary of Clearfield County to strike this action from the trial list.

NADDEO & LEWIS, LLC

By



Trudy G. Lumaque
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

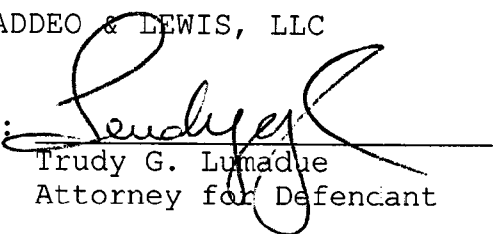
CERTIFICATE OF SERVICE

I, Trudy G. Lumadue, do hereby certify that a certified copy of Motion to Strike Case from Trial List was served on the following and in the following manner on the 14th day of August, 2009:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: 
Trudy G. Lumadue
Attorney for Defencant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Motion for
Partial Summary Judgment

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

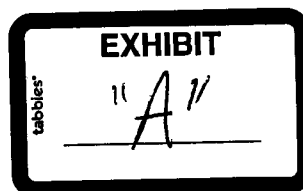
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300



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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

MOTION FOR PARTIAL SUMMARY JUDGMENT

AND NOW, comes Plaintiff, BreamTek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Motion for Partial Summary Judgment against Defendant P.S.I. Plus, Inc., and in support thereof says as follows:

1. Plaintiff, BreamTek Associates, LLC, is a Pennsylvania limited liability company maintaining a principal business address at 228 Buskirk Road, Falls Creek, Pennsylvania 15840.

2. Defendant, P.S.I. Plus, Inc. is a Connecticut corporation maintaining a principal business address at 10 Bevin Road, East Hampton, Connecticut 06424.

3. This action was commenced on March 13, 2007. In this action, Plaintiff seeks commissions from Defendant as a result of a contract between the parties.

4. Plaintiff is an independent manufacturers' sales representative company.

5. Defendant is a manufacturer of steel cylinders.

6. This action is based on a sales representation agreement ("Agreement") dated December 24, 2004 that define the rights and obligations of the parties towards

each other. The Agreement was set forth as Exhibit "A" to Plaintiff's Complaint and is attached hereto as Exhibit "A" to this Motion.

7. This lawsuit and partial summary judgment action centers on commissions due Plaintiff after their Agreement was terminated.

8. The Complaint was filed on March 13, 2007. Plaintiff filed a Request for Production of Documents and Interrogatories and received a partial response to same. As a result of the partial response to Plaintiff's Request for Production of Documents and Interrogatories, Plaintiff now moves for partial summary judgment.

9. The Agreement set forth on Exhibit "A" is the controlling document. The document identifies Plaintiff as the exclusive representative for Defendant's products and services.

Appointment: PSI appoints BTA as their exclusive representative for PSI Cylinder products and services. Exclusion from the appointment are existent products sold to PSI House Accounts, as designated by account, address and products sold in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

10. Defendant agreed to pay Plaintiff commissions as follows:

Commission: PSI will pay a 5% commission on all invoices to BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

11. The only exclusion from the exclusive Representation Agreement were certain products sold to certain accounts identified by account, address and products. The specific products sold to specific accounts at their address were identified in the contract.

PSI House Accounts:

<u>Accounts</u>	<u>Address</u>	<u>Cyl. P/N</u>
1) Airgas Puritan	Ontario, CA	1) ND, ED, ED-1, RD, RD-1, YD, FD, GD, KD
2) Airgas Puritan	Linthicum Hts., MD	2) RD
3) Airgas Puritan	Lenexa, KS	3) FD, YD, KD
4) Airgas Puritan	Marlborough, MA	4) ED, YD
5) Heath Consultants	Houston, TX	
6) Environ Products	Smithfield, NC	
7) MIT	Cambridge, MA	

12. Consequently, anything not identified as a PSI House Account and product part number exclusion is subject to Plaintiff's commissions regardless of manner in which purchase orders were received.

13. The Agreement provided it could be terminated by either party after notice. The Agreement also provided for the continued payment of commissions after the Agreement was terminated.

14. In accordance with the Agreement, by letter dated January 20, 2006, Plaintiff terminated the Agreement effective January 31, 2006. The termination letter is attached hereto as Exhibit "B". Pursuant to the terms of the Agreement, Plaintiff was entitled to receive its five (5%) percent commission for all sales booked for BTA accounts through January 31, 2007.

15. The Agreement states:

Termination of Agreement: This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1,500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date.

16. A "BTA Account" is any sale of a non-excluded part to a non-excluded account.

17. Plaintiff did not receive the commissions due it and instituted this litigation.

18. Plaintiff propounded discovery upon Defendant requesting sale information and received a partial response from Defendant. Based upon the answers provided by Defendant, Plaintiff is entitled to summary judgment.

19. Defendant's Answer to Plaintiff's Request for Production of Documents identifies four (4) categories of sales in the one (1) year following the termination of the Agreement:

Category 1: Represents orders that do not meet the "booked order" designation per the Agreement and no commission was paid.

Category 2: Represents accounts and new customers obtained by P.S.I. Plus, Inc. and not by BreamTek Associates, LLC no commission was paid on these accounts as BreamTek Associates, LLC did not generate the accounts or the orders. Customer data has been blacked out to protect the proprietary interest of Defendant.

Category 3: Represents house accounts as defined in the Agreement and designated at the inception of the Agreement. No commission was paid. Product data and pricing has been blacked out to protect the proprietary interest of Defendant.

Category 4: Represents orders and accounts for which Defendant paid a commission to Plaintiff.

20. Category 4 sales are not at issue in this lawsuit, rather, Category 1, Category 2 and Category 3 sales are at issue.

21. Plaintiff is due a commission on Category 1 accounts as follows:

<u>ACCOUNT</u>	<u>PART</u>	<u>ORDER DATE</u>	<u>SHIPMENT DATE</u> <u>(Invoice not rec'd.)</u>	<u>SALES</u> <u>TOTAL</u>	<u>COMMISSIONS</u> <u>DUE TOTAL</u>
<u>EGL Company</u>	<u>100L</u>	<u>5/5/06</u>	<u>9/7/06</u>	<u>\$1,839.78</u>	<u>\$91.99</u>
<u>Advanced Gas</u>	<u>LB</u>	<u>4/24/06</u>	<u>4/27/06</u>	<u>\$325.00</u>	<u>\$16.25</u>
<u>CRS</u>	<u>PLD</u>	<u>Not legible</u>	<u>7/28/06, 9/15/06</u>	<u>\$14,233.30</u>	<u>\$711.67</u>
<u>CRS</u>	<u>PLD</u>	<u>3/17/06</u>	<u>6/30/06, 7/21/06, 7/28/06</u>	<u>\$15,850.00</u>	<u>792.50</u>
<u>Linde Gas</u>	<u>12257</u>	<u>3/7/06</u>	<u>6/26/06</u>	<u>\$2,287.60</u>	<u>\$114.38</u>
<u>Scott Medical</u>	<u>ZD</u>	<u>9/19/06</u>	<u>9/29/06, 12/8/06, 2/28/07</u>	<u>\$15,669.84</u>	<u>\$783.49</u>
<u>Scott Medical</u>	<u>ZD</u>	<u>8/21/06</u>	<u>9/12/06</u>	<u>\$5,450.90</u>	<u>272.55</u>
<u>Scott Medical</u>	<u>ZD</u>	<u>6/19/06</u>	<u>6/29/06</u>	<u>\$3,594.00</u>	<u>\$179.70</u>
<u>Scott Specialty</u>	<u>ED</u>	<u>4/6/06</u>	<u>4/10/06</u>	<u>\$1,615.95</u>	<u>\$80.80</u>
<u>Scott Specialty</u>	<u>105L</u>	<u>6/13/06</u>	<u>Not legible</u>	<u>\$42,048.00</u>	<u>\$2,102.40</u>
<u>Scott Specialty</u>	<u>Lecture</u>	<u>5/23/06</u>	<u>5/30/06</u>	<u>\$240.25</u>	<u>\$12.01</u>
<u>Scott Specialty</u>	<u>105L</u>	<u>1/17/06</u>	<u>Not legible</u>	<u>\$38,216.00</u>	<u>\$1,910.80</u>
<u>National Refrigerants</u>	<u>DD</u>	<u>5/16/06</u>	<u>7/26/06, 9/15/06, 9/18/06</u>	<u>\$2,723.10</u>	<u>\$136.16</u>

22. Plaintiff is entitled to commissions on Category 1 accounts listed above inasmuch as each sale listed above was booked between February 1, 2006 and January 31, 2007 and was not an excluded part sold to an excluded vendor.

23. The total sales for which Plaintiff is entitled to a commission total \$144,093.72 and Plaintiff is entitled to a commission of \$7,204.69.

24. Category 2 invoices represent accounts and new customers not obtained by Plaintiff that Defendant claims no commission are due. The sales were booked between February 1, 2006 and January 31, 2007 and are not excluded parts sold to excluded vendors, and therefore, Plaintiff is entitled to a commission. Sales set forth on Category 2 sales total \$ 21,459.58 and Plaintiff is entitled to a commission of \$1,072.98.

25. Plaintiff is entitled to commissions subsequent to the termination of the Agreement in recognition of the long term efforts to obtain new clients and new markets for Defendant's products and assisting Defendant in the development of new business and technology.

26. Category 3 invoices are for sales to excluded accounts for which Defendant alleges no commission is due.

27. A commission is due on Category 3 invoices when a non-excluded part was sold. Plaintiff is entitled to a commission for all non-excluded parts for the time period February 1, 2006 through January 31, 2007. Sales of Category 3 parts for which Plaintiff is owed a commission is \$ 297,839.38 and Plaintiff is entitled to a commission of \$14,891.97.

28. Plaintiff is entitled to commissions as follows;

Category 1 - \$7,204.69

Category 2 - \$1,072.98

Category 3 - \$14,891.97

Total \$23,169.64

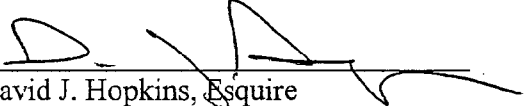
29. The facts and law in this case are not in dispute and the matter is ripe for summary judgment on the information Defendants have provided to Plaintiff.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter summary judgment in favor of Plaintiff and against the Defendant in the amount of \$23,169.64.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY:


David J. Hopkins, Esquire
Attorney for Plaintiff

SALES REPRESENTATION AGREEMENT

This Agreement is made as of December 24, 2004 between P.S.I. Plus, Inc. (PSI), a Connecticut Corporation and BreamTek Associates, LLC (BTA), a Pennsylvania Limited Liability Company.

Principal: P.S.I. Plus, Inc., P.O. Box 147, 10 Bevin Road, East Hampton, CT 06424.

Representative: BreamTek Associates, LLC, 228 Buskirk Road, Falls Creek, PA 15840.

Appointment: PSI appoints BTA as their exclusive representative for PSI Cylinder products and services. Exclusion from the appointment are existent products sold to PSI House Accounts, as designated by account, address and products sold in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

PSI House Accounts:

<u>Accounts</u>	<u>Address</u>	<u>Cyl. P/N</u>
1) Airgas Puritan	Ontario, CA	1) ND, ED, ED-1, RD, RD-1, YD, FD, GD, KD
2) Airgas Puritan	Linthicum Hts., MD	2) RD
3) Airgas Puritan	Lenexa, KS	3) FD, YD, KD
4) Airgas Puritan	Marlborough, MA	4) ED, YD
5) Heath Consultants	Houston, TX	
6) Environ Products	Smithfield, NC	
7) MIT	Cambridge, MA	

Independent Contractor: BTA is an independent contractor.

Commission: PSI will pay a 5% commission on all invoices to all BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts.

Commission Payment: PSI will pay BTA commissions within 7 days of PSI's receipt of customer payment. PSI will provide with the commission payment a statement including account, invoice number and amount, customer payment date and commission amount.

EXHIBIT

tabbies

A

Expenses: PSI to provide BTA \$1200 monthly, for the first 12 months, to defray BTA's sales & marketing travel, communications and sales office administrative expenses, payable by PSI on the 15th day of each month.

Plant Visit Expenses: PSI will reimburse BTA for travel expenses incurred in conjunction with PSI Plant visits.

Terms of Agreement: One year, automatically renewable for one-year periods.

Termination of Agreement: This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date.

Marketing Materials and Sales Documents:

PSI will provide BTA with necessary marketing and sales materials and literature such as letterheads, stationery, business cards, and web page access, to be used in promotion of PSI cylinder sales. PSI will and BTA will provide copies of proposals, purchase orders, invoices, quotations and correspondence related to customers. PSI and BTA will share pertinent account personnel and marketing information. BTA will assist PSI and/or coordinate development of quotations and sales materials.

Pricing and Sales Order Acceptance:

PSI has the exclusive right to set pricing terms for all sales orders. PSI also has the exclusive right to accept sales. BTA will participate with assistance and advice in these matters, utilizing market experience and intelligence gained through market contact.

IN WITNESS WHEREOF, PSI and BTA have executed this Agreement, effective on the date first above written.

P.S.I. Plus, Inc.

By: [Signature]

BreamTek Associates, LLC

By: [Signature]

Hard copy in the mail

BreamTek Associates, LLC

203 Roselle Drive
Apollo, PA 15613
Phone (724) 727-2095
Fax (724) 727-2096
Email seaman@highvision.net

January 20, 2006

Mr. Douglas Dilla
P.S.I. Plus, Inc.
10 Bevin Road
East Hampton, CT 06424

Dear Doug:

BreamTek Associates, LLC, is hereby severing its relationship with P.S.I. Plus, Inc., pursuant to the Sales Representation Agreement, dated December 24, 2004, by and between BreamTek Associates, LLC and P.S.I. Plus, Inc., Termination of Agreement paragraph: "This Agreement can be terminated with or without cause by either party with sixty days written notice. In the event PSI terminates the Agreement within the first twelve months, PSI will compensate BTA \$1500 monthly for 12 months from the termination date. In the event the Agreement is terminated by either party, after the first year, PSI will continue to pay BTA commissions only, for all sales booked for BTA accounts, for twelve months from the termination date". In lieu of the sixty (60) days written notice, as so stipulated in the Sales Representation Agreement, and in conjunction with the January 19, 2006 teleconference and mutual agreement between Doug Dilla (PSI) and John Seaman (BTA), the effective date of termination will hereby be January 31, 2006.

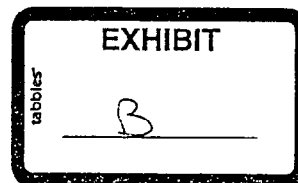
Pursuant to the terms and conditions set forth in the Sales Representation Agreement, Commission paragraph: "PSI will pay a 5% commissions on all invoices to all BTA accounts regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in "PSI House Accounts" section and all Paint Ball and CO2 propellant gas cylinder accounts. Exception is PSI will pay commissions to BTA for all paint ball and CO2 propellant gas accounts, serviced and or formally serviced by Scott companies, including National Paint Ball Company, as stipulated in the Sales Representative Agreement "Addendum" dated September 23, 2005. Pursuant to the terms and conditions of Commission Payment paragraph: "PSI will pay BTA commissions within 7 days of PSI's receipt of customer payment. PSI will provide with the commission payment a statement including account, invoice number and amount, customer payment date and commission amount". For accounting purposes, as stipulated in Agreement, PSI will provide BTA copies of all purchase orders and invoices pertinent to the Agreement. P.S.I. Plus commission payment obligation will continue for all purchase orders dated on or before January 31, 2007, until the P.S.I. Plus, Inc. payment obligation to BreamTek Associates, LLC is satisfied in its entirety.

Please direct any and all correspondence concerning this matter to the undersigned.

Sincerely,

BreamTek Associates, LLC

By John L. Seaman



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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

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:

No. 2007-384- C.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Motion for Partial Summary Judgment, filed on behalf of Plaintiff, BreamTek Associates, LLC, was served on the 2nd day of November, 2007, on all counsel of record addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP



David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

JUN 06 2008

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

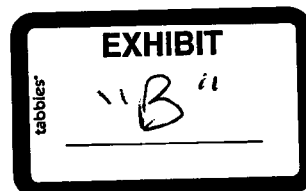
P.S.I. PLUS, INC.,
Defendant

No. 2007-384-CD

OPINION

BreamTek Associates, LLC (hereafter Plaintiff) is an independent manufacturers sales representative company. Plaintiff entered into a contract known as a Sales Representative Agreement (hereafter Agreement) with P.S.I. Plus, Inc. (hereafter Defendant) a manufacturer of steel cylinders. The Agreement, dated December 24, 2004, is the subject of the present action.

The Agreement identifies Plaintiff as the exclusive representative for the Defendant's products and services. The Agreement provided that it could be terminated by either party with or without cause with sixty days written notice at any time after one year from the effective date. The Defendant agreed to pay commissions to the Plaintiff under the Agreement in the amount of 5% on "all invoices to BTA accounts, regardless of manner in which purchase orders are received. Commission is excluded from existent products sold to PSI House Accounts, as designated in 'PSI House Accounts' section and all Paint Ball and CO2 propellant gas cylinder accounts." Plaintiff's Exhibit A. Further, the Agreement provides that if the Agreement is terminated after the first year "PSI will continue to pay [Plaintiff] commissions only, for all sales booked for [Plaintiff] accounts, for twelve months from the termination date." Plaintiff's Exhibit A. The only exclusion from this Agreement were certain accounts called "PSI House accounts." The Plaintiff brought this Action alleging that following the termination of the Agreement



Defendant did not pay the commissions that were due under the Agreement. The Defendant identified four categories of sales in the year following the termination of the Agreement; they are:

Category 1: Represents orders that do not meet the "booked order" designation per the Agreement and no commission was paid.

Category 2: Represents accounts and new customers obtained by Defendant and not by Plaintiff and no commission was paid on these accounts as Plaintiff did not generate the accounts or the orders.

Category 3: Represents house accounts as defined in the Agreement and designated at the inception of the Agreement. No commission was paid.

Category 4: Represents orders and accounts for which Defendant paid a commission to Plaintiff.

Category four sales are not at issue in this action, and the Plaintiff alleges that Summary Judgment is proper for Categories one, two, and three. This Court agrees with Plaintiff with regards to Category one, and grants Summary Judgment in the amount of \$7,204.69, which represents the amount of commission due for Category one sales. With regards to Category one sales, "under Pennsylvania contract law, when language of a contract is clear and unambiguous, its meaning must be determined by examination of the contract itself." *Fleetway Leasing Co. v. Wright*, 697 A.2d 1000, 1002 (Pa.Super. 1997) citations omitted. Here, the language is clear, the Agreement states that Plaintiff will continue to receive commissions on sales booked by them for a year following termination of the Agreement.

This Court does not agree with the Plaintiff's request with regards to Category two and three sales. The Superior Court has held "[s]ummary judgment may be granted only in those cases where the right is clear and free from doubt." *Bigansky v. Thomas Jefferson University Hospital*, 658 A.2d 423, 425 (Pa.Super. 1995) citations omitted. Further, "[t]he moving party has the burden of proving that there is no genuine issue of material fact." *Id.* citations omitted.

Finally, “the record and any inferences therefrom must be viewed in the light most favorable to the nonmoving party, and any doubt as to the existence of a genuine issue of material fact must be resolved against the moving party.” *Id.* Here, it is not clear that the Plaintiff would be entitled to commission for sales booked by the Defendant following termination of the Agreement. The language of the Agreement states that Plaintiff will receive commissions “for all sales booked for [Plaintiff] accounts, for twelve months from the termination date.” This language seems, as noted earlier, clear and unambiguous on its face. The language provides that Plaintiff will continue to receive commissions for all of the sales it booked for the year following termination of the Agreement. Here, the Plaintiff’s right is far from clear and free from doubt which is the standard required to grant summary judgment.

Finally, with regard to Category three sales, Defendant testified that there had been an oral modification of the Agreement due to a change in circumstances with one of the Defendant’s House accounts. It is a well-recognized fact that “parol evidence of prior representations is inadmissible as to matters covered by the written agreement with an integration clause, unless the parties agreed that those representations would be added to the written agreement but they were omitted because of fraud, accident, or mistake.” *Glassmere Fuel Service, Inc. v. Clear*, 900 A.2d 398, 402 (Pa.Super. 2006) citations omitted. However, here there is no integration clause in the Agreement. Courts have looked at parol evidence when there is no integration clause in a written agreement. See *Ringgold Area School Dist. v. Ringgold Ed. Ass’n, PSEA/NEA*, 414 A.2d 118 (Pa. 1980) and *Appeal of Chester Upland School Dist.*, 423 A.2d 437 (Pa.Cmwlth. 1980), both of which allowed evidence of past practices where there was no integration clause. Therefore, because the Agreement does not contain an

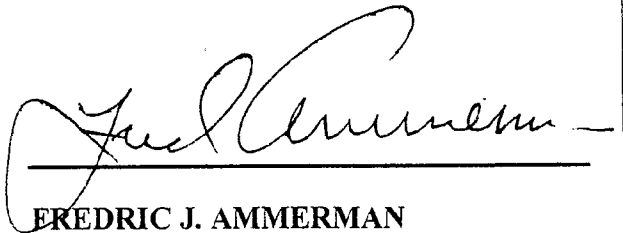
integration clause, this Court can look at other evidence of a modification and summary judgment would be inappropriate.

ORDER

NOW, this 5th day of June, 2008, following argument on January 4, 2008 and review of the parties' briefs, Plaintiff's Motion for Summary Judgment is **HEREBY DENIED** as to Categories 2 and 3 and **GRANTED** as to Category 1.

The Court finds that with regard to Categories 2 and 3, viewed in a light most favorable to the nonmoving party, the facts alleged do raise issues of material fact that are sufficient to withstand the Motion for Summary Judgment. With regard to Category 1 sales, the Motion for Summary Judgment is **GRANTED** in the amount of \$7,204.69, which represents the amount of commission due to the Plaintiff for Category one sales.

BY THE COURT:



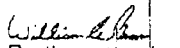
FREDRIC J. AMMERMAN

President Judge

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

JUN 06 2008

Attest.


Prothonotary/
Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

ORDER

AND NOW, this _____, day of _____
_____, 2009, upon consideration of Defendant's Motion to Strike
Case From Trial List it is hereby ORDERED that defendant's motion
is **GRANTED** and the Prothonotary is hereby directed to remove the
above-captioned case from the trial list.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

CA

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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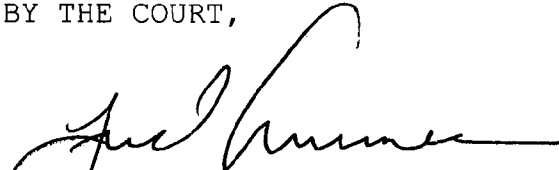
No. 07-384-CD

ORDER

AND NOW this 17th day of August, 2009, upon consideration of the Motion to Strike Case From Trial List filed by Trudy G. Lumadue, attorney of record for Defendant, it is the Order of this Court that this case will be heard before the Court on the 22nd day of September, 2009, at 10:00 A.M., at the Clearfield County Courthouse, Clearfield, Pennsylvania, Courtroom No. 1.

½ hour has been allotted for this hearing.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

5
FILED
9/3/2009 2cc
AUG 18 2009 Amy Lumadue
William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

No. 07-384-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Defendant

Counsel of Record for
this party:

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

&

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

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

Dated: August 20, 2009

⁵FILED

07/10/3984
AUG 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

CC
Atty Lumadue

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

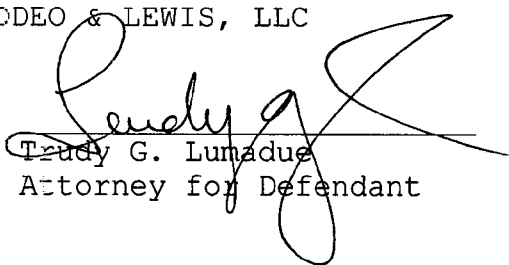
CERTIFICATE OF SERVICE

I, Trudy G. Lumadue, do hereby certify that a certified copy of Order of Court entered August 17, 2009 which schedules a hearing on Defendant's Motion to Strike Case From Trial List was served on the following and in the following manner on the 20th day of August, 2009:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: 

Trudy G. Lumadue
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Answer to Motion
to Strike Case from Trial List

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED No. CC
019:55/64
SEP 22 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

ANSWER TO MOTION TO STRIKE CASE FROM TRIAL LIST

AND NOW, comes Plaintiffs, Bremtek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Answer to Motion to Strike Case from Trial List as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. As a result of subpoenas Plaintiff issued in this case, the total amount due to Plaintiff is \$40,731.72. Plaintiff has received a summary judgment for \$7,204.69 leaving \$32,527.03 that is in controversy.
5. Denied. \$32,527.03 is at issue.
6. Denied. \$32,527.03 is at issue.
7. Denied. As a result of subpoenas Plaintiff issued in this case, the total amount due to Plaintiff is \$40,731.72. Plaintiff has received a summary judgment for \$7,204.69 leaving \$32,527.03 that is in controversy.
8. Denied. This case is ready for trial.

WHEREFORE, Plaintiff respectfully requests the Court to dismiss Defendant's Motion to Strike Case from Trial List and schedule the matter for a Pre-Trial Conference.

Respectfully submitted,

HOPKINS HELTZEL LLP

BY: 

David J. Hopkins, Esquire
Attorney for Plaintiff

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

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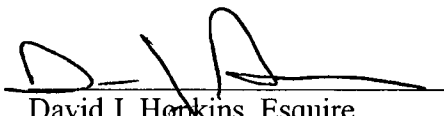
No. 2007-384- C.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to Motion to Strike Case from Trial List, filed on behalf of Plaintiff, Breamtek Associate, LLC, was served on the 21st day of September, 2009 on all counsel of record by facsimile and first-class mail, postage prepaid addressed as follows:

Trudy G. Lumadue, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

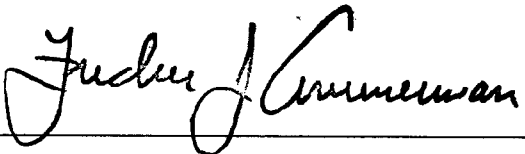
CIVIL DIVISION

BREAMTEK ASSOCIATES, LLC }
VS } NO. 07-384-CD
P.S.I. PLUS, INC. }

O R D E R

NOW, this 22nd day of September, 2009, following argument on the Motion to Strike from the Trial List, the Court noting that at least at this time Plaintiff is requesting a jury trial and jury selection is not until January 5, 2010 with the trial date likely to be weeks if not months thereafter, it is the ORDER of this Court that the Motion to Strike from Trial List be and is hereby DENIED.

BY THE COURT,



President Judge

FILED ^{2CC} Atty's:
0111.326m Hopk.ns
SEP 24 2009 Naddes

S
William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

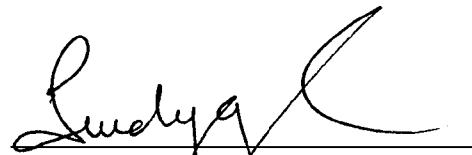
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No. 2007-384- C.D.

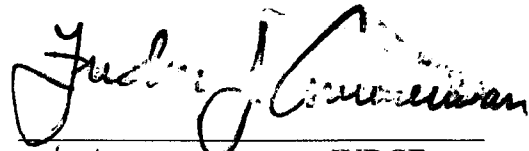
STIPULATION

Plaintiff and Defendant stipulate that Plaintiff may file an Amended Complaint alleging damages of \$40,731.72. Plaintiff and Defendant further stipulate Defendant need not file an Answer to the Amended Complaint. The Answer previously filed by Defendant shall constitute a sufficient answer to the increased damages claimed by Plaintiff's Amended Complaint.


David J. Hopkins, Esquire


Trudy G. Lumadue, Esquire

BY THE COURT,


1/5/2010 JUDGE

FILED

01/04/2010
JAN 05 2010

William A. Shaw
Prothonotary/Clerk of Courts

Attys: Hopkins

Lumadue

(610)

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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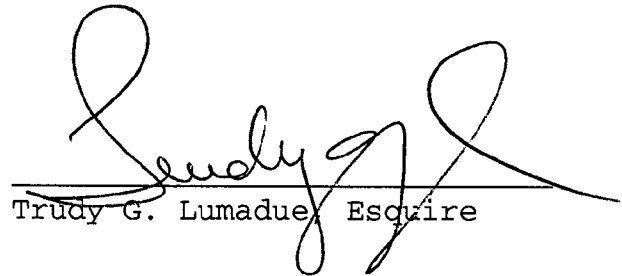
No. 07-384-CD

PRAECIPE TO SUBSTITUTE APPEARANCE

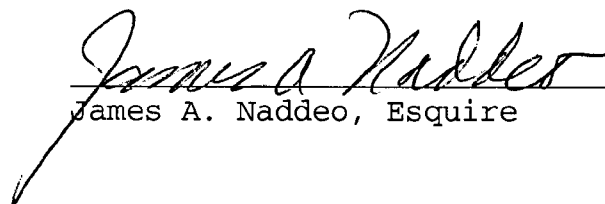
TO THE PROTHONOTARY:

Please withdraw my (Trudy G. Lumadue, Esquire)
Appearance on behalf of the Plaintiff in the above captioned
case and substitute the Appearance of James A. Naddeo, Esquire.

Date: 1-5-10


Trudy G. Lumadue, Esquire

Date: 1-5-10


James A. Naddeo, Esquire

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

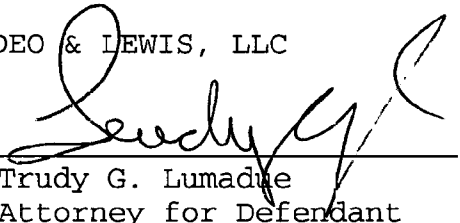
I, Trudy G. Lumadue, do hereby certify that a certified copy of Praecipe to Substitute Appearance was served on the following and in the following manner on the 5th day of January, 2010:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
103 Meadow Lane, Suite 5
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


Trudy G. Lumadue
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,

Plaintiff

vs.

P.S.I. PLUS, INC.,

Defendant

No. 2007-384- C.D.

Type of Pleading: Amended Complaint

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

01/18/30 am
JAN 14 2010

acc AH
Hopkins
(GX)

S

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

:
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:

No. 2007-384- C.D.

NOTICE

TO DEFENDANT:

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.

Office of the Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641

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

BREAMTEK ASSOCIATES, LLC,	:		
Plaintiff	:		
	:		
vs.	:	No. 2007	C.D.
	:		
P.S.I. PLUS, INC.,	:		
Defendant	:		

AMENDED COMPLAINT

AND NOW, comes Plaintiff, BreamTek Associates, LLC, by and through its attorneys, Hopkins Heltzel LLP, and files the within Amended Complaint against Defendant, P.S.I. Plus, Inc., and in support thereof says as follows:

COUNT I - CONTRACT

1. Plaintiff, BreamTek Associates, LLC, is a Pennsylvania limited liability company maintaining a principal business address at 228 Buskirk Road, Falls Creek, Pennsylvania 15840.
2. Defendant, P.S.I. Plus, Inc. is a Connecticut corporation maintaining a principal business address at 10 Bevin Road, East Hampton, Connecticut 06424.
3. This action centers upon commissions due and owing Plaintiff from Defendant. At all material times, Defendant has mailed commission checks to Plaintiff at its operating addresses, and as a result thereof, venue is proper in the Commonwealth of Pennsylvania.
4. On December 24, 2004, Plaintiff and Defendant entered into a Sales Representation Agreement, a photocopy of which is attached hereto as Exhibit "A" and incorporated as if set forth at length.

5. The Sales Representation Agreement provided the agreement could be terminated with or without cause by either party with sixty (60) days written notice. The agreement further provided, "In the event the Agreement is terminated by either party, after the first year, P.S.I. [Defendant] will continue to pay BTA [Plaintiff] commissions only, for all sales booked for BTA accounts, for the twelve (12) months from the termination date".

6. By letter dated January 20, 2006, Plaintiff terminated the Sales Representation Agreement effective January 31, 2006. See Exhibit "B".

7. Defendant has paid Plaintiff some commissions pursuant to the Sales Representation Agreement; however, Defendant has not provided purchase order copies and has only provided some invoice copies to Plaintiff. Defendant is indebted to Plaintiff for additional sales commissions due.

8. Plaintiff believes and therefore avers Defendant owes Plaintiff \$40,731.72 in sales commissions that have been unpaid.

9. Plaintiff has made demand upon Defendant but Defendant has refused to make payments.

10. The actions of Defendant constitute breach of contract for which Plaintiff has suffered damages of \$40,731.72.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant, P.S.I. Plus, Inc. in the amount of \$40,731.72 together with cost of suit, pre-judgment interest, post judgment interest and such other and further relief as the Court deems fair, just and equitable.

COUNT II - UNJUST ENRICHMENT

11. Plaintiff repeats the allegations of Count I as if set forth at length herein.
12. Plaintiff provided sales representation services to Defendant that included obtaining buyers for Defendant's cylinder products and services.
13. As a result of the sales efforts by Plaintiff, Defendant has received and accepted orders for its cylinder products and services.
14. To the best knowledge, information and belief of Plaintiff, Defendant has delivered and/or will deliver cylinder goods and services to customers and Defendant has been or will be paid for said products and services. However, Defendant has not fully paid Plaintiff.
15. The actions of Defendant have caused Defendant to be unjustly enriched at the expense of Plaintiff in the amount of \$40,731.72.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant, P.S.I. Plus, Inc. in the amount of \$40,731.72 together with costs of suit, pre-judgment interest, post judgment interest and such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff, by its undersigned counsel, hereby demands a trial by jury.

Respectfully submitted,

HOPKINS HELTZEL LLP

By: 

David J. Hopkins, Esquire
Attorney for Plaintiff
100 Meadow Lane, Suite 5
DuBois, PA 15801

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

BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Amended Complaint filed on behalf of Plaintiff, BreamTek Associates, LLC, was served on the 14th day of January, 2010, on all counsel of record addressed as follows:

James Naddeo, Esquire
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

BreamTek Associates, LLC

By: _____

Nathaniel Frower

UA

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

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NO. 07-384-CD

ORDER

NOW, this 28th day of January, 2010, it is the ORDER of this Court that a pre-trial conference be and is hereby scheduled in the above-captioned case in Chambers on the 11th day of February, 2010 at 3:00 p.m.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

01:43 PM
JAN 29 2010

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty's: Hopkins
Naddeo

(CN)

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

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:

No. 2007-384- C.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Request for Admissions Pursuant to Pa.R.C.P. 4014, filed on behalf of Plaintiff, Breamtek Associate, LLC, was served on the 14th day of January, 2010 on all counsel of record by hand delivering same to the following:

Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP



David J. Hopkins, Esquire
Attorney for Plaintiff
100 Meadow Lane, Suite 5
DuBois, PA 15801

FILED

9/10:07am
FEB - 1 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

PETITION TO WITHDRAW AS COUNSEL

NOW COMES, James A. Naddeo, Esquire and sets forth the following:

1. That your Petitioner became attorney of record for the Defendant on January 5, 2010.

2. That prior to the entry of Petitioner's appearance on behalf of the Defendant, Defendant's attorney was Trudy G. Lumadue, Esquire who was then an Associate of the firm of Naddeo & Lewis, LLC.

3. That on October 23, 2009 Trudy G. Lumadue, Esquire forwarded documents for review by Defendant.

4. That Defendant has failed and or refused to respond to the inquiries made by its former counsel.

5. That on January 14, 2010 your Petitioner forwarded an Amended Complaint, discovery documents and a request for admissions to Defendant with instructions that Defendant contact your Petitioner within seven working days. A copy of Petitioner's letter is attached hereto as Exhibit "A".

6. That to the date of this Petition, Petitioner has received no response from Defendant.

7. That on January 29, 2010 Petitioner received an Order of Court setting Pre-Trial date of February 11, 2010 at 3:00 p.m. A copy of said Order is attached hereto as Exhibit "B".

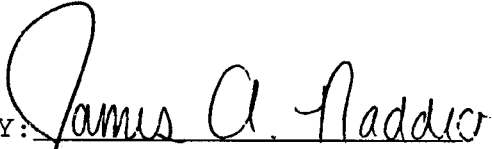
8. That by virtue of Defendant's failure to communicate with Petitioner, Petitioner is wholly unable to prepare a Pre-Trial Memorandum.

9. That Petitioner cannot possibly prepare for Trial to be held on March 2, 2010 and March 3, 2010 so long as Defendant persists in its refusal to cooperate with its defense.

10. That your Petitioner has no ethical obligation to appear for Trial unprepared.

WHEREFORE, Petitioner respectfully requests that your Honorable Court grant him permission to withdraw as counsel.

NADDEO & LEWIS, LLC

BY: 
James A. Naddeo, Esquire
Attorney for Defendant

NADDEO & LEWIS, LLC
ATTORNEYS AT LAW
207 EAST MARKET STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

JAMES A. NADDEO
LINDA C. LEWIS
Trudy G. Lumadue

(814) 765-1601
FAX: (814) 765-8142
naddeolaw@atlanticbbs.net

January 14, 2010

Doug Dilla
P.S.I. Plus, Inc.
P.O. Box 147
East Hampton, CT 06424

RE: Breamtek Associates, LLC v. P.S.I. Plus, Inc.

Dear Doug:

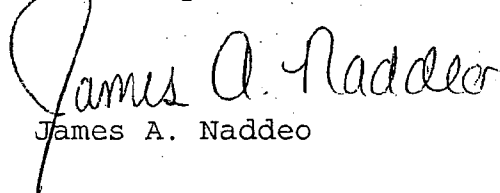
My Associate, Trudy Lumadue wrote to you on January 6, 2010. At that point in time you had failed to respond to her letter of October 23, 2009.

Your case is scheduled to go to Trial on March 2, 2010 and March 3, 2010. This does not give me much opportunity to prepare your case for Trial. It was anticipated that Trudy would be trying this case.

I recently received an Amended Complaint from the Plaintiff, some additional discovery documents and a Request for Admissions. I am enclosing a copy of the discovery documents and the Request for Admissions. Please review the Requests for Admissions carefully. I will expect to hear from you within seven working days with your responses. Failure to respond to Plaintiff's Requests for Admissions will cause all Requests to be deemed admitted.

It is imperative that you direct some attention to this litigation. You have had over 2½ months to review the documents sent to you on October 23, 2009. We have about 1½ months to prepare for trial. If you have questions, please contact me immediately.

Sincerely,


James A. Naddeo

JAN/arb
Enclosures

Exhibit "A"

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

NO. 07-384-CD

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ORDER

NOW, this 28th day of January, 2010, it is the ORDER of this Court that a pre-trial conference be and is hereby scheduled in the above-captioned case in Chambers on the 11th day of February, 2010 at 3:00 p.m.

BY THE COURT,

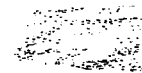
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
Presicent Judge

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

JAN 29 2010

Attest.



William L. Brown
Prothonotary/
Clerk of Courts

Exhibit "B"

CP

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

RULE

AND NOW, this 1st day of February, 2010, upon consideration of the attached Petition to Withdraw as Counsel, a Rule is hereby issued upon Plaintiff to Show Cause why the Petition should not be granted. Rule Returnable and argument thereon to be held the 5th of February, 2010, at 1:30 p.m., in Courtroom 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

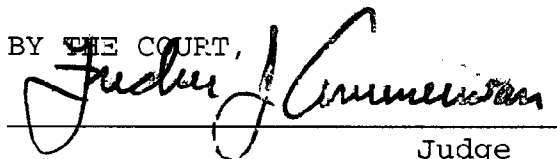
NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION, YOU MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Market Street
Clearfield, PA 16830
(814) 765-2641

BY THE COURT,


Judge

FILED ^{2cc}

01:51/61 Amy Naddo
FEB 02 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS. INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, do hereby certify that a certified copy of Praecipe to Withdraw as Counsel was served on the following and in the following manner on the 2nd day of February 2010:

First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

Doug Dilla
P.S.I. Plus, Inc.
P.O. Box 147
East Hampton, CT 06424

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo, Esquire
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs

P.S.I. PLUS, INC.,
Defendant

* NO. 07-384-CD
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ORDER

NOW, this 5th day of February, 2010, the Petition to Withdraw as Counsel filed by James A. Naddeo, Esquire is hereby GRANTED to the extent that said counsel is given leave to withdraw upon the filing of a Praecipe with the Office of the Prothonotary.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

107225/SL
FEB 08 2010

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty's: Naddeo
Hopkins

ICC Def.: 10 Bevin Road
East Hampton, CT
06424

5 **FILED** (Cu)
FEB 09 2010
013276 LC
William A. Shaw
Prothonotary/Clerk of Courts
2 Clerk to
HFT

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

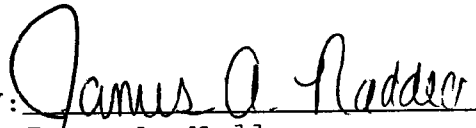
PRAECIPE TO WITHDRAW APPEARANCE

TO THE PROTHONOTARY:

Please withdraw my Appearance on behalf of the
Defendant in the above captioned case.

NADDEO & LEWIS, LLC

BY:


James A. Naddeo
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

v.

P.S.I. PLUS, INC.,
Defendant

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No. 07-384-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, do hereby certify that a certified copy of Praecipe to Withdraw Appearance was served on the following and in the following manner on the 9th day of February 2010:

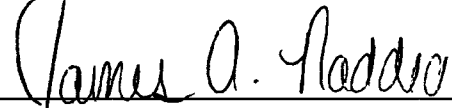
First-Class Mail, Postage Prepaid

David J. Hopkins, Esquire
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

Doug Dilla
P.S.I. Plus, Inc.
P.O. Box 147
East Hampton, CT 06424

NADDEO & LEWIS, LLC

By:


James A. Naddeo, Esquire
Attorney for Defendant

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,
Defendant

No. 2007-384- C.D.

Type of Pleading: Praecepto to
Discontinue

Filed on behalf of: BreamTek
Associates, LLC, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

MAR 28 2013

William A. Shaw
Prothonotary/Clerk of Courts

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

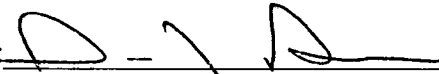
BREAMTEK ASSOCIATES, LLC,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-384- C.D.
	:	
P.S.I. PLUS, INC.,	:	
Defendant	:	

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above-captioned civil action settled and discontinued.

HOPKINS HELTZEL LLP

BY: 

David J. Hopkins, Esquire
Attorney for Plaintiff
Supreme Court No. 42519
100 Meadow Lane, Suite 5
DuBois, PA 15801
(814) 375-0300

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

BREAMTEK ASSOCIATES, LLC,
Plaintiff

vs.

P.S.I. PLUS, INC.,

Defendant

:
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:
:
:

No. 2007-384- C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Praecipe to Discontinue, filed on behalf of the Plaintiff, BreamTek Associates, LLC, was forwarded on the 28th day of March 2013 by United States Mail, first class, postage prepaid, to all counsel of record, addressed as follows:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

HOPKINS HELTZEL LLP

BY:


David J. Hopkins, Esquire
Attorney for Plaintiff
Supreme Court No. 42519
100 Meadow Lane, Suite 5
DuBois, PA 15801
(814) 375-0300