

# PUBLIC AUCTION

By Order of Company Officer in the matter of:  
Morita and Sons, Inc.  
13771 Benson Avenue  
Chino, CA

## AUCTION CATALOG

Auction: Thursday, October 12<sup>th</sup>, 2006, Begins at 10:30 a.m.  
Site Phone # (818) 652-8835

*\$300.00 Cash Refundable Deposit required for each Registered Buyer.*

**TERMS: Cash or Cashier's Check • 12.50% Buyers Premium**

### CMA AUCTION SERVICES

AUCTIONS – APPRAISALS – LIQUIDATIONS

40 East Verdugo Avenue, Burbank, CA. 91502

(818) 972-5352 • FAX (818) 972-5301

CMA AUCTIONS • Bond #: 5S100845181BCA02

**CASH / CASHIER'S CHECKS, CHECKS W/GUARNTTEE ONLY – NO CREDIT CARDS !**

## SAMPLE - CHECK GUARANTEE LETTER

MUST BE ON BANK LETTERHEAD

CURRENT DATE

Vicky Murawske  
CMA Auction Services,  
A Division of CMA Business Credit Services  
40 E. Verdugo Avenue  
Burbank, California 91502

RE: Bank Letter of Guarantee

Dear Ms. Murawske:

Your Bank Name will guarantee Your Company Name check  
#\_\_\_\_\_ from their account#\_\_\_\_\_ up to \$\$Amount.

If you have any questions, please call Bank Officer and provide phone  
number.

Signature – Must be Bank Officer

This is the ONLY type of guarantee letter we will accept.  
Please do not modify the letter.

**CMA BUSINESS CREDIT SERVICES**  
**CMA AUCTION SERVICES**  
40 East Verdugo Avenue  
Burbank, California 91502-1931

**MORITA AND SONS, INC.**

1. Items will be offered in units of piece, feet or in bulk to the highest bidder.
2. A 12.50% Buyers Premium will be added to all purchases.
3. 25% cash deposit required to bid; balance to be paid within 24 hours after acceptance of bid. Payment must be made in cash, cashier's check, certified check, or wire transfer (American River Bank: 520 Capitol Mall, Suite 100, Sacramento, CA 95814, CMA Auction Services Account Number 0510718839, AB Number 121140263) payable to CMA, no personal or company checks accepted without a Bank guarantee letter (see attached for sample) or prior approval by auction staff. Full payment must be made before removal of purchase. In the event the purchaser fails to pay the purchase price within the time limits set forth in the catalog and/or announced by the auctioneer at the sale and/or fails to comply with any of the terms of sale, the seller may resell at public or private sale any and all of the purchaser's merchandise in the possession of auctioneers. Purchaser hereby agrees to pay any deficiency resulting from such resale together with all charges, fees and expenses in conjunction with such resale and further agrees that auctioneer may retain the auction deposit to be applied to any such deficiency.
4. ITEMS WILL BE SOLD ON AN AS-IS BASIS WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER. ALL SALES ARE FINAL. Purchaser agrees to pay all costs of removal and purchaser does hereby indemnify and hold harmless auctioneers and seller for any and all damage, claim or liability, for injuries to persons or property caused by the removal of items purchased.
5. No purchases may be removed until the conclusion of the auction. Following conclusion of the auction, merchandise purchased must be removed from the premises within the time limits announced by the auctioneer at the sale. Any merchandise not removed within that time limit shall be deemed to have been abandoned by the purchaser and ownership thereof reverts to the seller. Any deposit or other payment made by the purchaser to the auction shall be retained by the auctioneer as liquidated damages for the failure of the purchaser to comply with the purchase agreement.
6. While quantities, descriptions and capacities are believed to be correct, there are no guarantees and the auctioneers, owners and advertising media will not be held responsible for any written or verbal discrepancies or inaccuracies whatsoever.
7. Overages or shortages above or below estimated counts will be adjusted. However, such adjustments must be made before removal of merchandise from the premises.
8. The auctioneer reserves the right to group lots, make lots smaller or to add to or delete or to change numerical sequence of lots at his sole discretion and reserves the right not to accept or acknowledge any bid which is merely a fractional advance over the preceding bid.
9. The auctioneers assume no responsibility for any liability once title passes.

10. In the event of a tie bid, the auctioneer has the right to reopen the bidding to determine the highest bidder. Unless otherwise announced by the auctioneer in the auction brochure or at the time of the sale, the sale is "with reserve" and, therefore, the auctioneer may withdraw any item from the sale until he announces completion of the sale of that item by announcing "sold". Notice is hereby given that the seller has reserved the right to bid on any lot being offered for sale unless an announcement is made at the time of the sale that the right to bid by or on behalf of seller has not been reserved.
11. Sales taxes will be added to purchase price of all taxable items. Dealers who purchase for resale must pay the sales tax or provide satisfactory proof that the purchaser has a valid seller's permit and submit a signed written certificate that the item is being purchased for the purpose of resale.
12. The auctioneer shall in no event be liable to the purchaser for non-delivery of any lot for any reason except for the return to the purchaser of the deposit or monies paid for such non-delivered lots.
13. In the event that it becomes necessary for the seller or auctioneer to commence an action to enforce the terms of this agreement or to collect a check returned for non-sufficient funds or stop payment, the purchaser and/or maker of the check agrees to pay all attorneys fees so incurred.
14. Out-of-State buyer's Certificate to clear sales tax: "I certify that all merchandise to be purchased at this sale is for delivery to another state and seller shall deliver to designated carrier for that purpose. Costs incurred by seller for such shipments shall be added to bid price, unless buyer makes arrangements for such costs with carrier."
15. Shipment of items Out of State. As a condition of any sale to be shipped out of state, the auctioneer shall maintain possession and control of the property until such time as the item is delivered to a common carrier for shipment out of state. The shipment for items purchased will be made to any point outside of this STATE as designated by the successful bidder pursuant to and as a part of the contract of sale. In the event disassembly or packing or both are required with respect to any item to be shipped out of state, any costs incurred by the seller for such disassembly or packing or both shall be added to the bid price.
16. CMA reserves the right to refuse any individuals admittance and participation in any or all of its public auctions.
17. Any material handling equipment being sold at the auction will be used in the removal of auction item (s) during the removal (check-out) period. Purchasers acknowledge that this equipment will not be picked up until the final day of check-out.
18. Proxy bids may be submitted to CMA prior to the auction if accompanied by cash or cashier's check for 25% of the bid. All proxy bids will be held in confidence.
19. Announcements on the day of the sale take precedence over all written materials.
20. The auction is in accordance with local, state and national commercial and penal codes.

21. The auction is being conducted pursuant to Section 2328 of the Commercial Code, Section 535 of the Penal Code and the provisions of the California Auctioneer and Auction Licensing Act. CMA Auction Services employs only licensed California Auctioneers. The auctioneer and Auction Company have a bond on file with the Secretary of State.
22. All Purchases must be removed from the premises no later than, Tuesday, October 17, 2006 by 3:00 p.m.
23. Beware, any damage caused to the auction premises upon removal of any lot by the Buyer, is Buyer's responsibility.
24. Some Lots are Subject to Confirmation, All Rolling Stock/Vehicles, Sold "AS-IS", "Where-Is", Buyer is responsible for all fees and penalties.

Checkout by Appointment Only!

Thursday, October 12<sup>th</sup>, 2006, After auction until 4:00 p.m.

Friday, October 13<sup>th</sup>, 2006, 9:00 a.m. – 3:00 p.m.

Monday, October 16<sup>th</sup>, 2006, 9:00 a.m. – 3:00 p.m.

**ALL PURCHASES MUST BE REMOVED FROM THE PREMISES  
NO LATER THAN, TUESDAY, OCTOBER 17<sup>TH</sup>, 2006 BY 3:00 P. M.**

**ALL INVOICES MUST BE PAID IN FULL BY  
12:00 P.M. ON FRIDAY, OCTOBER 13<sup>TH</sup>, 2006**

**CHECK OUT IS BY APPOINTMENT ONLY.**

**PLEASE BE SURE TO SIGN UP WITH THE REGISTRATION  
DESK!!!!**

This catalog is meant merely as a guide. The Auctioneers do not warrant the accuracy, genuineness, authenticity, description, weight, count or measure of any of the lots specified herein.

Lot	Qty Description	Lot	Qty Description
1	1 Lot of Asst'd Nuts & Bolts w/wise	37	1 3 Ton Floor Jack
2	1 Sears 10/2 AMP Battery Charger	38	1 Craftsman 3 1/2 H.P. Compressor
3	1 Lot of Asst'd Sprinkler Timers	39	1 Motorized Packer
4	1 Asst'd Tools	40	1 Proline Lawnmower
5	1 Lot of Asst'd Torches	41	1 Craftsman 6.0 H.P. Lawnmower
6	1 Asst'd Tools	42	1 Toro Lawnmower
7	1 Asst'd Tools	43	1 Lot of Asst'd Lawnmowers
8	1 Delta 6" Bench Grinder	44	1 Echo 280E Chain Saw
9	1 Lot of Asst'd Power Saws	45	1 Stihl Trimmer
10	1 Asst'd Tools	46	1 Echo PB-201 Leaf Blower
11	1 Asst'd Tools	47	1 Stihl F5-55RL Weedeater
12	1 Asst'd Tools	48	1 Echo Weedeater
13	1 Kroy 80 Lettering System	49	1 Ryobi Weedeater
14	1 Airless Spray Gun	50	1 Rigid Pipe Bender Tri-Pod
15	1 Lot of Asst'd Tooling	51	1 Lot of Metal Hand Packers
16	1 Lot of Asst'd Tooling	52	1 Lot of Asst'd Yard Sprayers
17	1 Lot of Asst'd Copper & Brass	53	2 Black Bike Racks
18	1 Lot of Asst'd Piping & Metal	54	1 Lot of Asst'd Brackets/Rope/Wheels
19	1 Lot of Asst'd Sprinkler Heads	55	1 Lot of Asst'd Sprinklers & Plastic Tubing
20	6 Wilkins Zurn 2" Pressure Reading Valves	56	3 5 Drawer Cabinets
21	1 Lot of Asst'd Timer Boxes & Sprinklers	57	1 Lot of Asst'd Work Benches/Cabinet
22	1 6' Forklift Extentions	58	1 Dart Diazit Machine
23	1 6' Ladder	59	1 Table w/Contents
24	1 Lot of Asst'd Ladders	60	1 Plastic Sink Washing Station
25	1 Extention Ladder	61	3 Asst'd 4 Drawer File Cabinets
26	1 Lot of Shovels	62	2 Blue 4 Dwr File Cabinets
27	1 Lot of Shovels	63	1 Bishop Graphics Table Light
28	1 Lot of Shovels	64	1 Kenmore White Refrigerator
29	1 Lot of Asst'd Picks	65	1 Xerox 2510 Copier (Subject to Confirmation)
30	1 Lot of Asst'd Rakes	66	1 Lot of Work Benches
31	1 Lot of Asst'd Gardening Tools		
32	2 Metal Storage Cages		
33	1 Lot of Asst'd Hand Trucks		
34	1 Blue HD Hand Truck		
35	1 Strapping Cart		
36	1 Black Wheel Barrel		

Lot	Qty Description	Lot	Qty Description
67	1 Lot of Asst'd Tool Boxes/Ice Chests	103	4 Blue Chairs
68	1 Metal Pressure Gauge Stand	104	1 Lot of Printer Maintenance Kits
69	1 Craftman 5 Dwr Toolbox	105	1 Ricoh Aficio AP3800C Printer/Copier (Subject to Confirmation)
70	1 Lot of Asst'd Testing Bottles	106	2 Blue 4 Dwr Cabinets
71	1 Brown 6 Dwr Desk	107	1 Bookshelve/Plant/Storage
72	1 Lot of Asst'd Copper Wire	108	1 5 Dwr Black Cabinet
73	2 Metal Grey Shelves	109	1 Lot of Office Furniture
74	1 MTD yard Machines Tiller	110	1 Brother Color Fax/Scan/Copy
75	1 Ariens Rocket VII Tiller	111	1 Linksys Cable/DSL Router
76	1 Wisconsin Robin Tiller	112	1 Fellows Shredder
77	1 Ditch Witch 11.0 Tiller	113	1 Brown Office Furniture
78	1 Ditch Witch 11.0 Tiller	114	1 Dell Dimensions 4500 Computer
79	1 Lot of Asst'd Pipes & Fittings	115	1 Gateway Intel Computer
80	1 Lot of Asst'd Pipes & Fittings	116	1 Computer
81	1 Pair Aluminum Rails	117	6 Asst'd Monitors
82	1 Coffe Maker/Microwave	118	1 Lot of Asst'd Furniture
83	1 Sanyo Mini Fridge	119	1 Lot Asst'd Golf Equipment
84	1 Kenmore Refrigerator	120	1 Lot of Asst'd Records & Hats
85	1 Lunch Table w/4 Chairs	121	3 Asst'd File Cabinets
86	1 American Security Safe w/Combination	122	1 Lot of Asst'd Office Desks
87	1 Room w/Contents	123	1 Emachine Computer
88	1 Shelf w/Contents	124	1 Emachine Computer
89	1 Fellows Shredder	125	1 Emachine Computer
90	1 Epson Stylus 777 Printer	126	1 Emachine Computer
91	1 HP PSC 750 Printer	127	1 Dell Dimension 2400 Computer
92	1 Blue Cabinet	128	1 Dell Optiplex GX110 Computer
93	1 Sharp UX-B700 Fax	129	1 Lot of Pictures & Cabinet
94	1 Epson EPL-7000 Printer	130	1 Ditch Witch Tiller
95	1 Brother GX-6750	131	1 Ditch Witch V30 Tiller
96	1 HP Office Jet Printer/Fax/Scan	132	1 Nissan 5000lb Forklift, Triple Stage, Side Shift, LP
97	1 Brother MFC-4450 Printer/Fax/Scan	133	1 White 4000 lbs Forklift
98	1 HP Laserjet 4 Printer	134	1 2001 Ford F-250 Truck
99	1 Conference Table w/6 Chairs	135	1 Truck
100	1 Lot of Asst'd Binding Machines		
101	1 Lot of Asst'd Phones		
102	1 Table w/2 Chairs		

Lot	Qty	Description	Lot	Qty	Description
136	1	Truck			
137	1	Truck			
138	1	Truck			
139	1	Truck (Subject to Pay-off)			
140	1	Truck			
141	1	Explorer			
142	1	Truck w/Stake Bed			