

# PUBLIC AUCTION

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By Order of Owner in the Matter of:  
**Foothill Machining, Inc.**  
27176 Burbank Street  
Foothill Ranch, CA 92610

## AUCTION CATALOG

**Auction: Tuesday, Dec. 18th, 2007, Beginning at 11:00 a.m.**  
**Preview: Monday, Dec. 17<sup>th</sup>, 2007, 9am – 4pm and Morning of Sale**  
Site Phone # (818) 652-8057 or (818) 652-8053

*\$500.00 Cash Refundable Deposit required for each Registered Buyer.*

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**TERMS: Cash, Cashier's Check, Wire Transfer**  
**12.5% Buyers Premium – 15.5% Online Buyers Premium**

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## CMA AUCTION SERVICES

AUCTIONS – APPRAISALS – LIQUIDATIONS  
40 East Verdugo Avenue, Burbank, CA. 91502  
(818) 972-5352 o 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

**FOOTHILL MACHINING, INC.**

**TERMS AND CONDITIONS**

1. Items will be offered in units of piece, feet or in bulk to the highest bidder.
2. A 12.5% Buyers Premium will be added to all purchases. Purchases made online will have a 15.5% Buyers Premium added.
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, Thursday, December 20th, 2007, 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!**

Tuesday, December 18<sup>th</sup> - After End of Auction  
Wednesday, December 19<sup>th</sup> - 9:00 a.m. - 4:00 p.m.  
Thursday, December 20<sup>th</sup> - 9:00 a.m. - 3:00 p.m.

**ALL PURCHASES MUST BE REMOVED FROM THE PREMISES NO  
LATER THAN, THURSDAY, DECEMBER 20th, 2007, BY 3:00 P. M.**

**ALL INVOICES MUST BE PAID IN FULL BY  
12:00 P.M. ON WEDNESDAY, DECEMBER 19th, 2007**

**CHECK OUT IS BY APPOINTMENT ONLY.  
PLEASE BE SURE TO SIGN UP WITH THE  
REGISTRATION DESK!!!!**

## Catalog For : foothill Machining, Inc.

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 Makita 3/8 in Electric Drill	25	2 Folding Tables
2	1 Lot of Precision and Huot Drill Bits 1 to 60 A to Z and 1/16 to 1/2 by 1/64	25A	1 Sears 2 Ton Hydraulic Floor Jack
3	1 Lot of Drill Bits A to Z and 1 to 60	25B	1 Lot of Jack Stands
4	1 SkilSaw 576 7 1/4 inch Circular Saw	25C	1 Mechanics Stool
5	1 Pneumatic Palm Sander	25D	1 Rigid 5 HP Wet / Dry Vac
6	1 Master HG 301A Heat Gun	25E	1 Shop Vac 1 1/4 HP Wet/Dry Vac
7	1 Paladin 1300 Series Splicing Tool	25F	1 Set of Metal Horse Stands
8	1 Hook Kon Spring Looping Tool with Springs	26	1 Lot Spools of Electrical Wire
9	1 Transfer Punch Set 3/32 inch to 1/2 inch	27	1 Lot Parts Bins with Fastners Screws Bushings Washers and Brass Fittings
10	1 Deltronic Tenth Plug Gauges	28	1 Lot Cleaners Fluids Rags Etc
11	1 Parallel Gages 1/2 inch to 1 11/16 inch	29	1 Section of Parts Shelving
12	1 Arbor Shop Press	30	1 3 Tier Glass Display Case
13	1 Schuco 5711 130 Vac Pump 115V	31	1 Manfrotto 3126 Micro Fluid Tripod Head Support with Stand
14	1 Weller WTCPL Soldering Station	31A	1 Lot of Hand Trucks
15	1 Mitutoyo Digital Height Guage	32	1 Wood Work Bench
16	1 Lot of Height Guages	33	1 Work Bench
17	1 Lot of Cabon Dioxide Cylinders	33A	1 Lot of Shop Mats
18	1 Hernon Autobonder 2001 Dispensing System	34	1 Lot of Plastic Lunch Tables and Folding Chairs
19	3 Manfrotto 3126 Micro Fluid Tripod Head Support	35	1 Sharp Vertical Milling Machine with D R O and Collets
20	1 Lot Experimental Fixtures	36	1 Jones and Shipman 540E 6 x 18 Hydraulic Surface Grinder SN M20755
21	1 Kero Sun Radiant 36 Kerosene Heater	37	1 Hardinge Tool Room Lathe with Gear Change Over Collets and Tooling SN HLVH15237T
22	1 Deweyl Heater and Power Supply	38	1 Goodway 16 x 28 Engine Lathe with Collets and Tooling
23	2 Pelouze 10 and 50 lbs Postage Scale	39	1 Vise with Work Bench
24	1 Panasonic BiSider TV AM/FM Raideo Clock	40	1 Work Bench

Lot	Qty	Description	Lot	Qty	Description
41	1	Central Machinery 8 inch Dbl End Bench Grinder/Buffer with Metal Table	67	1	Fadal VMC15XT 16 x 30 x 20 Vertical Machine Centers with Tooling Package SN 9707553
42	1	Baldor 6 inch Dbl End Bench Tool Grinder	68	1	Vise with Work Bench No Contents
43	1	Sear 6 inch Dbl End Bench Grinder	69	1	Competitor 556 Work Out Weight Bench with Curling Bar and 40 lbs in Weights
44	1	Lot of Grinding Wheels 6inch to 8 inch	70	1	Body Center Weight Bench with 255 lbs of Standard Weights Sub 2 Confirmation
45	1	Boyer Schultz 6 x 12 Surface Grinder	71	1	Lifecycle 6500 Upright Stationary Exercise Bike
46	1	Astro Power Parts Washer	72	1	Work Bench
47	1	Ultra Vibe 45 Deburring Tumbler	73	1	Maple Desk with Small Table
48	1	W F Wells Horizontal Band Saw	74	1	Electric Tilting Draft Table 3 ft x 6 ft
49	1	Oyuasa 920112 Hydraulic Press	75	1	Shipping Desk with Packaging Supplies
50	1	Electrical Box	76	1	Standridge Granite Pecision Surface Plate 18 inch x 24 inch
51	5	55 Gallon Metal Drums	77	1	Lot of Reference Buying Guides Book Shelf and Cabinet
52	1	Rol Lift 5500 Lbs Capacity Manual Pallet Jack	78	1	Slant / Fin cooler
53	1	Mitsubishi 4K Lbs Cap 130 inch LPG Forklift	79	1	Lot of Pneumatic Cylinders and Controllers
54	1	Komatsu 5K Lbs Cap 3 Stage 188 inch with Side Shift LPG Forklift	80	1	Lot of Millimeter Machine Screws and Hardware
55	1	Lot of Aluminum Stock / Scrap / Fixtures	81	1	Lot of Microscope Adapters
56	1	Section of Parts Shelving	82	1	Lot of Screw Organizers Lubricants Alcohol Etc
57	1	Metal Work Bench	83	1	Lot of Misc Electrical Sesors Switches Heaters Temp Read Out Etc
58	1	Starrett Granite Precision Surface Plate 18 inch x 24 inch	84	1	Lot of Pneumatic Cylinders Sensors Guages and Hoses
59	1	ANG Lock Precision Machine Vise	85	1	Lot of Empty Laser Pen Cases
60	1	Reference Table	86	1	Lot of Assorted Computer Cords
61	1	2 Door Storage Cabinet			
62	1	Lot of Aluminum Stock / Scrap			
63	1	Aluminum Stock Rack			
64	1	Not Used			
65	1	HP 8050 Photosmart Printer			
66	1	2 Drawer Desk with Chair and Cabinet			

Lot	Qty	Description	Lot	Qty	Description
87	_____	1 Lot Pentium CPU with 2 Monitors			
88	_____	1 Lot Folding Table and 3 Chairs			
89	_____	1 Lot 2 Side Arm Chairs Small Round Table and Cabinet			
90	_____	1 Canon PC 425 Desk Top Copier			
91	_____	1 Dell Dimension 8250 P4 CPU with Monitor Keyboard and Mouse			
92	_____	1 Meridian Phone System with 5 Phones Subject to Removal Date			
93	_____	1 Epson 1520 Stylus Color Printer			
94	_____	1 Receptionist Desk			
95	_____	1 Lot of Ice Cold Mini Fridge and Framed Bronze Chariot and Horses Picture			
96	_____	1 Linksys BEFSR41 Etherfast Cable/DSL Router with 4 Port Switch			