

# PUBLIC AUCTION

---

By Order of Assignee in the matter of:  
FORMATT, INC.  
311 S. Plum Street  
Durham, NC 27703

## AUCTION CATALOG

Auction: Wednesday, January 28<sup>th</sup>, 2009 Beginning at 11:00am EST  
Preview: Tuesday, January 27<sup>th</sup>, 2009 8:00am-4:00pm  
Site Phone # (818) 653-3201

*No Cash Entrance Deposit required.*

---

**TERMS: Cash, Cashier's Check w/Letter of Guarantee  
or Wire Transfer  
5% Buyers Premium Onsite  
8% Buyers Premium for Online Buyers**

---

## CMA AUCTION SERVICES

AUCTIONS – APPRAISALS – LIQUIDATIONS  
40 East Verdugo Avenue, Burbank, CA. 91502  
(818) 972-5352 • FAX (818) 972-5301  
CMA AUCTIONS • FIRM NCAL No. 8739  
AUCTIONEER: CHARLES KLAUS, NCAL No. 8487

**CASH / CASHIER'S CHECKS, WIRE TRANSFER ONLY – NO CREDIT CARDS !**

**SAMPLE – CHECK GUARANTEE LETTER**  
**MUST BE SUBMITTED ON BANK LETTERHEAD**

DATE: Current Date

Victoria Murawske  
CMA Auction Services  
40 East Verdugo Avenue  
Burbank, California 91502

RE: Bank Guarantee Letter/Auction Name

Dear Ms. Murawske:

**Your Bank Name** will guarantee **Your Company Name** check # \_\_\_\_\_ from their account # \_\_\_\_\_ up to **\$Amount**. This Letter of Guarantee is valid for 15 business days from date of check.

If you have any questions, please call Bank Contact and Bank Phone Number.

Signature – **Bank Officer**

This is the **ONLY** type of guarantee letter that will be acceptable.  
Please do not modify the letter.

If you have any questions please feel free to contact Victoria Murawske at (818) 972-5352.

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

**FORMAT, INC.**  
**TERMS AND CONDITIONS**

1. Items will be offered in units of piece, feet or in bulk to the highest bidder.
2. A 5% Buyers Premium will be added to all onsite purchases. 8% Buyers Premium for on line Buyers.
3. **A 25% deposit will be required to secure Purchases upon departure**, with the balance to be paid within 48 hours after acceptance of bid. Payment must be made in cash, cashier's check, certified check, or wire transfer (Bank of America, ABA Routing No. 026009593, for credit to CMA Business Credit Services, Account No. 237015173724) 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 WHERE-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 sellers 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 all State and Local Commercial and Penal Codes. CMA Auction Services employs only licensed 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, Monday, February 2<sup>nd</sup>, 2009 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.

**Checkout by Appointment Only**

<b>Thursday, January 29th, 2009</b>	<b>9:00 a.m. – 4:00 p.m.</b>
<b>Friday, January 30th, 2009</b>	<b>9:00 a.m. – 4:00 p.m.</b>
<b>Monday, February 2<sup>nd</sup>, 2009</b>	<b>9:00 a.m. – 3:00 p.m.</b>

**ALL INVOICES MUST BE PAID IN FULL BY  
12:00 P.M. ON FRIDAY, JANUARY 30<sup>TH</sup>, 2009**

**CHECK OUT IS BY APPOINTMENT ONLY.**

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

FORMATT, INC  
AUCTION CATALOG

LOT	QTY	DESCRIPTION
1	1	2006 F-450 FORD CREW CAB W/12' DUMP DIESEL MILES 46642, SUBJECT TO CONFIRMATION
2	1	2004 F-650 FORD SPACE CAB W/14' DUMP DIESEL MILES 92756, SUBJECT TO CONFIRMATION
3	1	2000 F-250 FORD SPACE CAB W/LADDER RACK GAS MILES124358, SUBJECT TO CONFIRMATION
3A	1	1999 FORD F150 XL PICK UP GAS AUTO A/C WITH CAMPER SHELL MILEAGE 269777 VIN: 1FTRF17W3XNB24878
3B	1	2007 FORD F450 XL SUPER DUTY 4X4 CREW CAB FLAT BAD WITH SIDE BOXES FORD POWER STROKE DIESEL MILEAGE 60909 VIN: 1FDXW46P67EA87551
3C	1	2007 FORD F450 XL SUPER DUTY 4X4 CREW CAB FLAT BAD WITH SIDE BOXES FORD POWER STROKE DIESEL MILEAGE 42441 VIN: 1FDXW46P67E87551
4	1	2005 KENWORTH TANDEM AXLE WITH 16 FT DUMP BODY ID 3BKDLT9X45F075020 MILES 113404
5	1	2005 KENWORTH T800 DUMP TRUCK ID 1NKDLT9X85J091478 MILES 118627,SUBJECT TO CONFIRMATION
6	1	1994 MACK RD 690S 300HP 7 SPEED 16 FT BODY MILES-323,016
7	1	2005 KENWORTH T800 ROAD TRACTOR ID 1XKDPBEX55J102379 MILES 184059
8	1	2005 JOHN DEERE ARTICULATED DUMP TRUCK ID BE350DT201297 HOURS 3601 , SUBJECT TO CONFIRMATION
9	1	2004 CATERPILLAR 725 DUMP TRUCK SERIAL AFX01015 HOURS 5862
10	1	2003 CATERPILLAR 725 DUMP TRUCK SERIAL AFX00931 HOURS 5573
11	1	2004 CATERPILLAR 725 HAULER SERIAL AFXOO170 HOURS 5079
12	1	2006 CATERPILLAR 420D BACKHOE LOADER 4 IN 1 BUCKET FLIP OVER FORKS SERIAL FDP26947 HRS 240
13	1	2005 CATERPILLAR 420D BACKHOE LOADER 4 IN 1 BUCKET FLIP OVER FORKS SERIAL FDP23421 HRS 2160
14	1	2001 CATERPILLAR IT38G WHEEL LOADER WITH FORKS AND SMOOTH BUCKET SERIAL 7BS01014 HRS 5209
15	1	2001 CATERPILLAR D6M XL CRAWLER TRACTOR WITH PAT BLADE SERIAL 3WN02846 HOURS 5781
16	1	2004 CATERPILLAR D3G LPG CRAWLER TRACTOR PAT BLADE HYDROSTATIC DRIVE SER BYR00698 HRS 1503
17	1	2002 CATERPILLAR 12H MOTOGRADER STEREO RIPPER SERIAL 4XM03213 HOURS 436
18	1	2004 CATERPILLAR 330C EXCAVATOR BUCKET SIZE 54 INCH SERIAL CYA00532 HOURS 5408
19	1	2002 JOHN DEERE EXCAVATOR SERIAL FF330CX082184 HOURS 5944, SUBJECT TO CONFIRMATION
20	1	2003 CATERPILLAR 325C EXCAVATOR AC HEATING AND HYDRAULIC THUMB SERIAL CRB00530 HOURS 4784
21	1	2003 CATERPILLAR 325C EXCAVATOR BUCKET SIZE 48 INCH SERIAL BFE00949 HOURS 4750
22	1	2001 CATERPILLAR CP433C COMPACTOR ROLLER SERIAL 02JM01167 HOURS 171
23	1	1995 CATERPILLAR CP563C COMPACTOR ROLLER SERIAL 05AJ00155 HOURS 2015
24	1	JOHN DEERE 250 SKID STEER, SUBJECT TO CONFIRMATION
25	1	HURST 7 TON 24' DECK W/RAMPS NEW DECKING/BRAKES
26	1	KAUFMAN 7 TON 20' TAG W/RAMPS NEW DECKING/LIGHTS
27	1	PROLINE 5 TON 14' TAG W/RAMPS NEW LIGHTS
27A	1	TEXAS BRAGG 20 LST TRAILER
28	1	HORTIB 16' ENCLOSED 8' INSIDE HEIGHT WITH RAMP DOOR
29	1	CATERPILLAR 5' EXCAVATOR BUCKET
30	1	CATERPILLAR 3' EXCAVATOR BUCKET
31	1	CATERPILLAR 2' EXCAVATOR BUCKET
32	1	CATERPILLAR 330D 2' EXCAVATOR BUCKET
33	1	CATERPILLAR BACK HOE BUCKET
34	1	CATERPILLAR EXCAVATOR BUCKET
35	1	CATERPILLAR AZNO1077 SWAPPER BROOM
36	1	LANDPRIDE CR2572 STRAW CRIMPER
37	1	CATERPILLAR 4 IN 1 6' QUICK CONNECT BUCKET
38	1	CATERPILLAR MATERIAL BUCKET
39	1	CATERPILLAR MATERIAL BUCKET
40	1	CATERPILLAR H63 HYDRO BRAKE
41	1	BOBCAT 30 POWER HEAD AUGER

FORMATT, INC  
AUCTION CATALOG

LOT	QTY	DESCRIPTION
42	1	HARLEY M6 SKID STEER HYDRAULIC RAKE - SUBJECT TO CONFIRMATION
43	1	TORO DINGO M4 HARLEY RAKE
44	1	JOHN DEERE 72, 4 IN 1 BUCKET
45	1	WR LONG 4 IN 1 BUCKET W/TOOTH BAR
46	1	WR LONG - GRAPPLE BUCKET FOR JOHN DEERE TRACTOR
47	1	GREEN TREE BOOM
48	1	TORO DINGO36 BY 8 TRENCHER ATTACHMENT
49	1	TORO DINGO 24 BY 6 TRENCHER W/ROCK TEETH
50	1	TORO DINGO - MATERIAL BUCKET
51	1	TORO DINGO - MATERIAL BUCKET
52	1	TORO DINGO - 36 INCH TREE AUGER
53	1	AUGER ATTACHMENT
54	1	AUGER ATTACHMENT
55	1	AUGER ATTACHMENT
56	1	TORO ELIMINATOR RAKE
57	1	HYDRAULIC ATTACHMENT
58	4	JIFFY TRACTOR HITCH SYSTEM
59	1	WR LONG ADJUSTABLE PALLET FORKS
60	1	TORO FORKLIFT ATTACHMENT
61	1	MINI TORO DINGO TREE BOOM
61A	1	TORO DINGO TX 425 WIDE TRACK WITH BUCKET - SUBJECT TO CONFIRMATION
61B	1	TORO DINGO 322 FOUR PAW NEEDS MOTOR
62	1	JOHN DEERE 667 QUICK TRAK STAND ON UNIT - SUBJECT TO CONFIRMATION
63	1	JOHN DEERE 567 QUICK TRAK STAND ON UNIT - SUBJECT TO CONFIRMATION
64	1	RYAN LAWNAYRE AERATOR
65	1	RYAN LAWNAYRE AERATOR
66	1	BOMAG REVERSIBLE PLATE TAMP-SUBJECT TO CONFIRMATION
67	1	WET TABLE SAW W/HONDA MOTOR
68	1	TURF MAKER - 700 HYDRO SEEDER
69	1	SUNFLOWER 211-10 DISC PLOW
70	1	LANDPRIDE RCR-3596 BUSH HOG MOWER ATTACHMENT