



CUNNINGHAM & ASSOCIATES, INC.

CUNNINGHAM & ASSOCIATES, REAL ESTATE, LLC

Auctions

Liquidations

Asset Appraisals

Real Estate Sales

**Auction: Team Two Design Associates, Inc.
310 S. 43rd Ave., Phoenix, AZ
Friday, October 26, 2007 10:00AM
Inspection: Thursday, October 25, 2007 from
10:00AM until 4:00PM**

Thank you for attending our auction today. Please read the "Terms and Conditions" in your auction catalogue. Ask questions of the auctioneers if you are not sure of any details.

UPCOMING AUCTIONS

(Please visit our website for more information about our upcoming auctions)

AuctionAZ.com

- **Real Estate Auction – Saturday, October 27, 2007, 10:00 AM – 2 homes and 3 empty lots – auction** to be held on-site at 21410 E. Excelsior Ave, Queen Creek, AZ, Open house: Thursday, Oct. 18, 10-2PM.
- **Real Estate Auction – Tuesday, November 13, 2007, 6:00 PM – auction** to be held at Phoenix Airport Marriott, 1101 N. 44th St. Phoenix, AZ. Several parcels in Snowflake, AZ, Mesa, Phoenix and Queen Creek.
- **Auction – Wednesday, November 14, 2007, 10:00 AM – A to Z Printing – Bankruptcy auction** -- 3617 West Cambridge, Suite B, Phoenix, AZ. Inspection – Tuesday, November 13, 10-4 PM.

TERMS AND CONDITIONS ON-SITE AUCTIONS

PLEASE NOTE: All live bidders and others attending this auction agree that they have read and fully understand these terms and conditions and agree to be bound thereby.

INSPECTION AND PRE-REGISTRATION: Inspection for warehouse auctions, Tuesday, from 10:00AM to 4:00PM. On-site auction inspection is usually the day before the auction from 10:00AM to 4:00PM. Buyers are encouraged to inspect all items prior to bidding.

REGISTRATION: All purchasers are required to register and give the necessary information requested. The bidder shall give his/her name, physical address and mailing address and his/her driver's license number. A \$200 cash deposit will be required of all on-site bidders. You are responsible for all purchases made with your number, whether by you or by anyone you might allow to use your number.

TERMS: All purchases require PAYMENT-IN-FULL prior to removal and before 12:00 Noon on the first business day following the auction. CASH, CASHIER'S CHECK, WIRE TRANSFERS or CERTIFIED FUNDS accepted. Buyers must furnish a copy of Arizona resale license prior to bidder registration if buying for resale. Fax a copy of the resale license to 480-733-4748.

SALES TAX: Unless a tax resale license is provided prior to date of sale, the purchaser will be required to pay the combined Arizona state and local sales tax of 8.1%. Out of state bidders will not be charged sales tax if the items are shipped to the bidder, proof of out of state residency must be provided.

DEFAULT: In default the second highest bidder will be given the option to become the successful bidder at his/her last bid. The bidder in default will be responsible for the difference in the bids, or the entire amount of his/her bid should the second highest bidder not take the option to become the successful bidder. A service charge of 1-1/2% per month, 18% APR, will be added to all overdue accounts. The bidder in default is also liable for all legal and collection fees. The bidder in default also loses his \$200 deposit.

PAYMENT DEADLINE FOR IN STATE BIDDERS: An account becomes overdue at 12 Noon, Arizona time, the day following the auction for all in state bidders.

PAYMENT DEADLINE FOR OUT OF STATE BIDDERS: Out of state bidders have until 12 Noon, Arizona time, the third business day following the auction to pay with cashier's check or wire transfer. Wire transfer instructions will be available to all successful bidders.

NO WARRANTY: There is not warranty relating to title, possession, quiet enjoyment or the like in this disposition. Everything in this auction is being sold "AS IS-WHERE IS" to the highest bidder, without warranty or guarantee of any kind. ALL SALES ARE FINAL. Cunningham & Associates, Inc., is not responsible for missing or broken items after the auctioneer sells that item. ABSOLUTELY NO REFUNDS.

CONDITION OF ITEMS SOLD: The auctioneer shall not be responsible for the correct description, authenticity of, or defect in any lot, and makes no warranty in connection therewith. No allowance will be made or sale set aside on account of any incorrectness, error in cataloguing, or any imperfection not noted. No deduction will be allowed on damaged articles as all goods being exposed for public exhibition are sold as is and without recourse.

SALES LIST: The sales list is furnished by the auctioneer as a guide only. No guarantee as to the accuracy or description is made. Deletions and additions may take place.

SHIPPING: Bidders are responsible for the shipping of all items purchased. Cunningham & Associates, Inc., will not provide shipping.

REMOVAL: All items require PAYMENT-IN-FULL and authorized receipt prior to removal. All items must be removed from the premises by 4:00PM the second business day following the auction. Removal shall be at the expense, liability and risk of the purchaser. Failure to remove items constitutes forfeiture of the items and the bidder's deposit. The auctioneer reserves the right to resell non-removed items at the next scheduled auction. All items purchased must be removed, not re-consigned. To consign an item it must be off the auction site for at least 1 month.

STORAGE FEES: A \$5.00 storage fee per lot will be charged per day if the items are not picked up by the second business day following the auction. Storage fees must be paid prior to removal of the items.

PERSONAL AND PROPERTY RISK: Persons attending the auction or preview, during exhibition, sale or removal of goods, assume all risks of damage of or loss to person or property and specifically release the auctioneer from liability therefore. Neither the auctioneer nor his principal(s) shall be liable by reason of any defect in, or condition of the premises on which the sale is held.

PERMANENT BIDDER NUMBERS: Cunningham and Associates, Inc., issues permanent bidder numbers to those preferred customers, at their request, who have bid at our auctions without default for over five years. There is no deposit

required for these bidder numbers. Permanent bidder numbers may only be used by the person to whom they are registered.

DISPUTE BETWEEN BIDDERS: If any dispute between bidders occurs, the auctioneer may decide to put the lot up for sale again. The auctioneer's decision is final and absolute.

SALE BY ESTIMATED WEIGHT, COUNT, OR MEASURE: When items are sold in this manner the purchaser will be billed accordingly. If upon delivery a shortage exists, the purchaser will receive a refund at the rate of purchase, However, if there is an excess, the purchaser will be billed in the same manner and required to take the excess.

AUCTION TERMINOLOGY: It is the responsibility of the bidder to understand the manner in which items are being sold. When the auctioneer says "one times the money" or "all for one money" it means that the item(s) are being sold as a lot. If the auctioneer says "times the bid" or "times the money" it means that the bidder will pay the bid amount times the number of items in the lot. **THE BIDDER MUST UNDERSTAND WHAT HE IS BIDDING ON AND HOW IT IS BEING SOLD. NO REFUNDS.**

ADDITION TO OR WITHDRAWAL FROM SALE: The auctioneer reserves the right to withdraw from the sale any property listed and also to add property not listed to the sale. Also, the auctioneer may group lots or subdivide lots in order to benefit the seller. The auctioneer reserves the right to sell the property listed in bulk.

RECORD: The record of sale that is kept by the auctioneer or his clerk will be taken as final word in the event of a dispute.

AGENCY: The auctioneer is only an agent and is not responsible for the actions of his consignor(s).

ANNOUNCEMENTS: Any announcements on the day of the auctions shall take precedence over any previously distributed information or advertising. Listen to opening announcements, as they are important. The auctioneer may announce additional information or terms during the course of the auction.

AUCTIONEER'S LIABILITY: If for any reason whatsoever the auctioneer fails to deliver an awarded lot, the auctioneer's sole liability shall be the return of any deposit or moneys paid on such non-delivered lot.

VEHICLES: Vehicles and equipment will be sold at 12:00 Noon, Arizona time.

TITLE: When the item is announced "SOLD" by the auctioneer it immediately becomes the buyer's responsibility. Title to the item transfers to the buyer at that time. The seller(s), however, maintain a first security interest in all items until payment is received, including the collection of all funds. Cunningham and Associates, Inc., and its personnel assume no responsibility for any missing or damaged items and are not acting as the buyer's security agent. **CUNNINGHAM & ASSOCIATES< INC. WILL NOT REFUND ANY BUYER FOR MISSING, STOLEN OR BROKEN ITEMS.**

BUYBACKS: Cunningham & Associates, Inc. does not permit consignors to repurchase or bid on their consigned items. If you suspect that this is occurring , please bring it to the attention of the auctioneer.

REWARD: A \$500 reward will be paid to anyone who leads to the arrest and prosecution of any person caught stealing, renumbering, or shuffling items from lot to lot; before, during or after the auction. A reward of \$500 will also be paid for information leading to the prosecution of anyone tampering with vehicles.

ALL ACCOUNTS MUST BE PAID BY 12:00PM THE DAY FOLLOWING THE AUCTION WITH CASH, CASHIER'S CHECK OR WIRE TRANSFER ONLY.

I, _____ agree with the terms and conditions of this auction.
Printed Name

Signature

Date

Bidder #

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Phoenix, AZ
Friday, October 26, 2007
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Lot #	Description	Qty.	Lot#	Description	Qty.
101	beams and uprights	1	123	contents on shelving on south wall-top to bottom	1
102	qty misc, including evap cooler, PVC, Chev truck parts only, pallet shelving, fans elec pipe, oil tank	1	124	pallets of misc-2	1
102A	69-70 Chev El Camino and 49-50 Ford stepside-PARTS ONLY	1	125	rolling rack w/wood	1
103	Ingersol Rand compressor	1	126	pallets and wood carts with misc wood-4	1
104	misc motors, blowers and elec panels	1	127	qty wood drawers and wood products	1
105	qty cross ties	1	128	pallets misc parts-2	1
106	qty metal racks, shelving, work tables, wood and metal	1	129	pallet drawer slides and hardware	1
107	pallet shelving beams and uprights + one section	1	130	pallet misc hardware	1
108	qty conveyor stands	1	131	hutch	1
109	qty metal carts, metal shelving without wood	1	132	hutch	1
110	qty wood/oak panels, and shelving wood is on	1	133	hutch	1
111	rolling carts	5	134	chairs	2
112	rolling carts	5	135	chairs	2
113	rolling carts	7	136	chairs	2
114	rolling carts	5	137	chairs	2
115	rolling carts	5	138	chairs	2
116	rolling carts	4	139	chairs	2
117	qty glass	1	140	chairs	2
118	qty misc metal	1	141	chairs	2
119	all conveyor including rollers and stands	1	142	chairs	2
120	misc work tables, shelving, parts and metal	1	143	chairs	2
121	contents on shelving top to bottom on north side of bldg	1	144	chairs	2
122	contents on shelving in back on east wall-top to bottom	1	145	chairs	2

Lot #	Description	Qty.	Lot#	Description	Qty.
146	chairs	2	193	Ingersol Rand compressor, Mdl 100HSP, S/N H0363U85A w/dryer	1
147	chairs	2	194	compressor, Mdl QTH10-80	1
148	misc chairs	5	195	compressor-Mdl 3N574A 10HP	1
149	pedestal dining table	1	196	tanks	4
150	pedestal dining table	1	197	qty misc metal	1
151	pedestal dining table	1	198	Mild Steel 16ga shear w/conveyor	1
152	pedestal dining table	1	199	Deltech Compressed Air Dryer	1
153	pedestal dining table	1	200	Pneumatic finish nailer	3
154	pedestal dining table	1	201	Pneumatic finish nailer	4
155	pedestal dining table	1	202	Pneumatic finish nailer	2
156	pedestal dining table	1	203	Pneumatic finish nailer	3
157	pedestal dining table	1	204	Pneumatic finish nailer	3
158	pedestal dining table	1	204A	Pneumatic staplers	4
159	dining table-top only	1	205	Pneumatic finish nailer	3
160	chairs	2	206	Pneumatic finish nailer	2
161	chairs	2	207	Pneumatic finish nailer	2
162	chairs	2	207A	Pneumatic finish nailer	1
163	chairs	2	207B	Pneumatic finish nailer	1
164	chairs	2	208	Pneumatic finish nailer	3
165	chairs	2	209	Air Brad finish nailer in case	1
166	chairs	2	210	Porter Cable finish nailer in case	1
167	chairs	2	211	Porter Cable finish nailer in case	1
168	chairs	2	212	Porter Cable finish nailer in case	1
169	chairs	2	213	Porter Cable drills	4
170	chairs	2	214	Porter Cable drills	3
171	chairs	2	215	Porter Cable drills	3
172	chairs	2	216	palm sander	2
173	buffet	1	217	palm sander	2
174	buffet	1	218	palm sander	2
175	hutch	1	219	Porter Cable belt sander	1
176	hutch	1	220	Porter Cable belt sander	1
177	hutch	1	221	Porter Cable router	1
178	bed parts and misc	1	222	Porter Cable router	1
179	pallets misc furniture-3	1	223	Bostich planer	1
180	pallets misc furniture-4	1	224	Hitachi router	1
181	end table	2	225	router	1
182	end table	2	226	saw	1
183	end table	2	227	1/2 HP motor	1
184	sofa table	1	228	double bench grinder	1
185	sofa table	1	229	misc wood tools	1
186	sofa table	1	230	misc clamps	1
187	sofa table	1	231	4 baskets of misc	1
188	qty wood and shelving	1	232	3 baskets of misc	1
189	shelving	1	233	3 baskets of misc	1
190	shelving	1	234	misc tools and box	1
191	misc metal racks	1	235	pump	1
192	welding curtains	2	236	press	1

Lot #	Description	Qty.	Lot#	Description	Qty.
237	paint pot w/gun	1	281	Jet woodworking shaper	1
238	Stanley tool chest w/misc contents	1	282	Ritter shaper	1
239	cart w/contents-motor, belts	1	283	Jet shaper	1
240	wood boxes w/contents	2	284	shaper	1
241	misc under table-nail gun parts/cases	1	285	press	1
242	Hobart Beta-Mig 251 welder	1	286	hinge machine	1
243	Lanier 6525 copier	1	287	Pit Bull 14" band saw	1
244	fax machines	2	288	Enco 20" band saw	1
245	rolling cart	1	289	Delta RE35 circular saw w/fence	1
246	2 dr file cabinet	1	290	CTD Machine dual hydraulic chop saw w/table	1
247	Makita 10" miter saw w/stand	1	291	Enco saw w/fence	1
248	Makita 10" miter saw w/stand	1	292	saw w/fence	1
249	Makita 10" miter saw w/stand	1	293	Rockwell radial arm saw	1
250	Delta 10" miter saw w/stand	1	294	pallet shelving	3
251	Ryobi 10" miter saw w/stand	1	295	48" Timesaver belt sander	1
252	Delta 10" contractors saw w/Biesemeyer fence	1	296	24" belt sander	1
253	Delta Unisaw w/fence	1	297	circular belt sander	1
254	Delta 10" tilting arbor saw w/fence	1	298	Delta RT40 circular saw/power feed and fence	1
255	Delta radial arm saw w/stand	1	299	Powermatic woodworking shaper w/power feed	1
256	Delta radial arm saw w/stand	1	300	Jet shaper w/Powermatic power feed	1
257	drill w/stand	1	301	Jet shaper w/power feed	1
258	drill w/stand	1	302	Jet power feed	1
259	Delta drill press w/stand	1	303	Jet shaper	1
260	Ryobi 8" double bench grinder	1	304	Jet shaper	1
261	United HD drill press w/stand	1	305	Jet tilting spindle wood shaper	1
262	Delta drill press w/stand	1			
263	Delta drill press w/stand	1			
264	Delta 16 1/2" drill press	1			
265	Delta drill press w/stand	1			
266	16 speed floor type drill press	1			
267	Pit Bull 16 speed frill press	1			
268	metal double mounted punch w/stand	1			
269	metal hand brake	1			
270	Enco metal roll bender w/table`	1			
271	Jet double bag dust collector	1			
272	Jet dust collector	1			
273	Jet dust collector	1			
274	Jet dust collector	1			
275	Jet dust collector	1			
276	Jet dust collector	1			
277	Jet dust collector	1			
278	Jet dust collector	1			
279	Jet dust collector	1			
280	Jet dust collector	4			