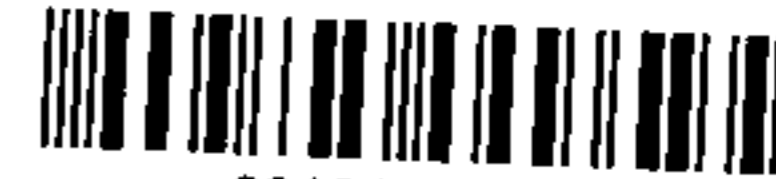


STATE OF ILLINOIS
UNIFORM COMMERCIAL CODE-FINANCING STATEMENT - FORM UCC-2



0010116968

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

Debtor(s) (Last Name) and address(es)
General Automation, Inc.
3300 Oakton St.
SKOKIE, IL 60076

Secured Party(ies) and address(es)
Citicorp USA, Inc., as Administrative Agent for certain Lenders and as Agent for GE Capital
399 Park Avenue
NEW YORK, NY 10022

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9163/0036 38 001 Page 1 of 24
2001-02-13 11:11:27
Cook County Recorder 67.50

- This financing statement covers the following types (or items) of property:
To be filed in the Office of: Cook County, Illinois
[Fixtures relating to 3300 Oakton Street, Skokie, Illinois]

See Exhibit A attached hereto, relating to collateral located at the real property described on Schedule A attached hereto. The goods are, or are to become, fixtures on the real property described on Schedule A attached hereto, and this financing statement is to be recorded in the real estate records.
- (If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)
- ~~X~~ ~~The above crops are to be recorded in the real estate records. (Describe Real Estate)~~
~~X~~ ~~The above minerals or the like (including oil and gas) are to be recorded in the real estate records. (Describe Real Estate)~~
See Exhibit A.
and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is _____
- Products of Collateral are also covered.

ASSIGNEE OF SECURED PARTY

23 Additional sheets presented
File with Recorder's Office of IL-Cook County, Illinois.

General Automation, Inc.
By: *Frank Kelly VP*
Signature of (Debtor)
(Secured Party)*

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC § 9-402-(2).

Exhibit A to UCC Financing Statement made by
General Automation, Inc. (the "Debtor") in favor of
Citicorp USA, Inc. ("Citicorp"), as
Administrative Agent for the Lenders and
as Agent for GE Capital

Description of Collateral

1. Collateral. The items or types of collateral pledged by the Debtor and covered by this financing statement are all of the following property of the Debtor, whether now existing or hereafter arising or acquired from time to time (collectively, the "Collateral"):

A. all of the Debtor's "accounts", as such term is defined in the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction (the "UCC"), and in any event including, without limitation, all of Debtor's rights to any and all (i) accounts, accounts receivable, margin accounts, futures positions, book debts, instruments, documents, contracts, contract rights, choses in action, notes, drafts, acceptances, chattel paper and other forms of obligations and receivables now or hereafter owned or held by or payable to Debtor relating in any way to or arising from the sale or lease of goods or the rendering of services by Debtor or any other party, including the right to payment of any interest or finance charge with respect thereto, together with all merchandise represented by any of the accounts, (ii) all such merchandise that may be reclaimed or repossessed or returned to Debtor, (iii) all of Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin and sequestration, (iv) all assets pledged, assigned, hypothecated or granted to, and all letters of credit, guarantee claims, Liens (as hereinafter defined), and security interests held by, Debtor to secure payment of any accounts and which are delivered for or on behalf of any account debtor, (v) all accessions to all of the foregoing described properties and interests in properties, (vi) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection with the foregoing, (vii) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith

and amendments thereto, notices to other creditors or secured parties and certificates from filing or other registration offices, (viii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (ix) all customer lists and invoices and (x) all general intangibles arising out of Debtor's rights in any goods, the sale of which give rise to any of the foregoing (collectively, the "Receivables");

B. all of the Debtor's "inventory", as such term is defined in the UCC, wherever located and of every class, kind and description and, in any event including, without limitation, (i) all goods, merchandise, raw materials, work-in-process, returned goods, finished goods, samples and consigned goods (to the extent of the consignee's interest therein), materials and supplies of any kind or nature which are or might be used in connection with the manufacture, printing, publication, packing, shipping, advertising, selling or finishing of any such goods and all other products, goods, materials and supplies, (ii) all inventory as is temporarily out of Debtor's custody or possession, items in transit and any returns and repossessions upon any Receivables and (iii) all substitutions therefor or replacements thereof, and all additions and accessions thereto (collectively, the "Inventory");

C. any and all sale, service, performance and equipment or property lease contracts, agreements and grants (whether written or oral, or third party or intercompany), and any other document (whether written or oral,) between Debtor and third parties, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof, including, without limitation, Acquisition Documentation (as hereinafter defined) (collectively, the "Contracts", and each, a "Contract");

D. all of the Debtor's "equipment", as such term is defined in the UCC, and, in any event including, without limitation, all other machinery, apparatus, equipment, office machinery, electronic data-processing equipment, computers and computer hardware and software (whether owned or licensed), furniture, fixtures, conveyors, tools, materials, storage and handling equipment, automotive equipment, motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership, and all other equipment of every kind and nature owned by Debtor or in which Debtor may have any interest (to the extent of such interest) and all modifications, renewals, improvements, alterations, repairs, substitutions, attachments, additions, accessions

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and other property now or hereafter affixed thereto or used in connection therewith, all replacements and all parts therefor and together with all substitutes for any of the foregoing (collectively, the "Equipment");

E. all of the Debtor's "general intangibles", as such term is defined in the UCC, and, in any event including, without limitation, (i) all of the Debtor's rights under the Master Lease Agreement (as hereinafter defined); (ii) all of Debtor's right, title and interest in, to and under all other Contracts, (iii) all manuals, blueprints, know-how, warranties and records in connection with the Equipment; (iv) any and all other rights, claims, choses-in-action and causes of action of Debtor against any other Person and the benefits of any and all collateral or other security given by any other Person in connection therewith; (v) all lists, books, records, ledgers, print-outs, files (whether in printed form or stored electronically), tapes and other papers or materials containing information relating to any of the Collateral including, without limitation, all customer lists, identification of suppliers, data, plans, blueprints, specification designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, standards, processing standards, performance standards, catalogs, research data, computer and automatic machinery software and programs and the like pertaining to operations by Debtor or the Collateral, field repair data, sales data and other information relating to sales of products now or hereafter manufactured, distributed or franchised by Debtor, accounting information pertaining to Debtor's operations or any of the Collateral and all media in which or on which any of the information or knowledge or data or records relating to such operations or any of the Collateral may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (vi) all licenses, consents, permits, variances, certifications and approvals of any federal, state, local, foreign or other governmental or administrative (including self-regulatory) body, instrumentality, department or agency or any court, tribunal, administrative hearing body, arbitration panel, commission or other similar dispute-resolving body including, without limitation, those governing the regulation and protection of the environment (each, a "Governmental Authority") (or any Person acting on behalf of a Governmental Authority) now or hereafter held by Debtor pertaining to operations now or hereafter conducted by Debtor or any Collateral now or hereafter held by Debtor; and (vii) all rights to refund or indemnification to the extent the foregoing relate to any Collateral and income tax

refunds to the extent relating to any Collateral, claims for tax or other refunds against any city, county or state or federal government, or any agency or authority or other subdivision thereof relating to any Collateral;

F. all insurance policies held by Debtor or naming Debtor as insured, additional insured or loss payee (including, without limitation, casualty insurance, liability insurance, property insurance and business interruption insurance), all such insurance policies entered into after the date hereof other than insurance policies (or certificates of insurance evidencing such insurance policies) relating to health and welfare insurance and life insurance policies in which Debtor is not named as beneficiary (i.e., insurance policies that are not "Key Man" insurance policies) and all rights, claims and recoveries relating thereto (including all dividends, returned premiums and other rights to receive money in respect of any of the foregoing);

G. all of the Debtor's right to receive the surplus funds, if any, which are payable to Debtor following the termination of any employee pension plan and the satisfaction of all liabilities of participants and beneficiaries under such plan in accordance with applicable law;

H. the issued and outstanding shares of capital stock of each Person owned by the Debtor including the shares of the capital stock as specified in Schedule I-A annexed hereto and of each other corporation hereafter acquired or formed by Debtor (which are and shall remain at all times until the Security Agreement terminates, certificated shares), including the certificates representing the Pledged Shares and any interest of Debtor in the entries on the books of any financial intermediary pertaining to the Pledged Shares and all Additional Shares (as hereinafter defined) (collectively, the "Pledged Shares"); provided, however, that this financing statement does not cover shares of stock possessing more than 65% of the voting power of all classes of capital stock entitled to vote of any Subsidiary (as hereinafter defined) which is a controlled foreign corporation (as defined in Section 957(a) of the Internal Revenue Code of 1986, as amended from time to time (the "Tax Code")) or, in any event, shares of stock of any Subsidiary (as hereinafter defined) otherwise required to be pledged pursuant to subsection 1(h) of the Security Agreement to the extent that such pledge would constitute an investment of earnings in United States property under Section 956 (or a successor provision) of the Tax Code, which investment would trigger an increase in the gross income of a United States

shareholder of Debtor pursuant to Section 951 (or a successor provision) of the Tax Code;

I. all additional shares of capital stock of whatever class of any issuer of the Pledged Shares from time to time acquired by Debtor in any manner (which are and shall remain at all times until the Security Agreement terminates, certificated shares), including the certificates representing such additional shares and any interest of Debtor in the entries on the books of any financial intermediary pertaining to such additional shares (collectively, the "Additional Shares");

J. all membership interests and/or partnership interests, as applicable, of each Person owned by the Debtor, including the membership interests and /or partnership interests as specified in Schedule I-B annexed hereto and each other limited liability company or partnership hereafter acquired or formed by Debtor, together with all rights, privileges, authority and powers of Debtor in and to each such Person or under the membership or partnership agreement of each such Person (the "Operative Agreements"), and the certificates, instruments and agreements, if any, representing such membership or partnership interests (collectively, the "Initial Pledged Interests");

K. all options, warrants, rights, agreements, additional membership or partnership interests or other interests relating to each Person owned by the Debtor, including relating to each Person as specified in Schedule I-B annexed hereto or any interest in any such Person, including, without limitation, any right relating to the equity or membership or partnership interests in any such Person or under the Operative Agreements of any such Person, from time to time acquired by Debtor in any manner and the certificates, instruments and agreements, if any, representing such additional interests (collectively, the "Additional Interests"; together with the Initial Pledged Interests, the "Pledged Interests"; the Pledged Interests, together with the Pledged Shares and the items or types of Collateral described in paragraph 1(N) below, collectively, the "Pledged Securities");

L. all intercompany notes owned or held by the Debtor, including the intercompany notes as specified in Schedule II annexed hereto (and each other intercompany note hereafter acquired by Debtor) and all certificates or instruments evidencing such intercompany notes and all proceeds thereof, all accessions thereto and substitutions therefor (collectively, the "Intercompany Notes");

M. all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed to Debtor in respect of or in exchange for any or all of the Pledged Securities or Intercompany Notes;

N. without affecting the obligations of Debtor under any provision prohibiting such action under the Security Agreement or under the Credit Agreement (as hereinafter defined), in the event of any consolidation or merger in which any Person listed in Schedule I-A or Schedule I-B annexed hereto is not the surviving entity, all shares of each class of the capital stock of the successor corporation or interests or certificates of the successor limited liability company or partnership owned by Debtor (unless such successor is Debtor itself) formed by or resulting from such consolidation or merger;

O. all patents issued or assigned to and all patent applications and registrations made by Debtor, including, without limitation, the patents, patent applications, registrations and recordings owned by the Debtor as specified in Schedule III annexed hereto, together with any and all (i) rights and privileges arising under applicable law with respect to Debtor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iv) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world, and (vi) rights to sue for past, present and future infringements thereof (collectively, the "Patents");

P. all trademarks (including service marks), logos, federal and state trademark registrations and applications made by Debtor, common law trademarks and trade names owned by or assigned to Debtor and all registrations and applications for the foregoing, including, without limitation, all of the Debtor's registrations and applications specified in Schedule IV annexed hereto, together with any and all (i) rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and

payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof (collectively, the "Trademarks");

Q. all copyrights (whether statutory or common law) owned by or assigned to Debtor, including, without limitation, the Debtor's copyrights, registrations and applications as specified in Schedule V annexed hereto, together with any and all (i) rights and privileges arising under applicable law with respect to Debtor's use of any copyrights, (ii) reissues, renewals, continuations and extensions thereof, (iii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof (collectively, the "Copyrights");

R. all license and distribution agreements and covenants not to sue with any other party with respect to any Patent, Trademark, or Copyright, whether Debtor is a licensor or licensee, distributor or distributee under any such license or distribution agreement including, without limitation, the Debtor's license and distribution agreements as specified in Schedule VI annexed hereto, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) any other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights (collectively, the "Licenses");

S. the entire goodwill connected with Debtor's business including, without limitation, (i) all goodwill connected with the use of and symbolized by any of the Intellectual Property Collateral (as hereinafter defined) in which Debtor has any interest, (ii) all know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures, formulae, descriptions, name plates, catalogs, confidential information, consulting agreements, engineering contracts and such other assets

which relate to such goodwill and (iii) all product lines of Debtor's business (collectively, the "Goodwill");

T. all of the Debtor's financial accounts and all investment property (as defined in the UCC), including, without limitation, (i) the Debtor's financial accounts maintained with the financial institutions as specified in Schedule VII annexed hereto, (ii) all moneys, financial assets (as defined in the UCC), checks, drafts, securities and instruments deposited or required to be deposited in such accounts, (iii) all investments and all certificates and instruments, if any, from time to time representing or evidencing any other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing items listed under subclauses (i) and (ii), and (iv) each consent or other agreement from time to time entered into by Debtor with any financial institution at which any of the financial accounts is maintained and all rights of Debtor under each such consent or agreement;

U. all "documents", as such term is defined in the UCC, including, without limitation, all receipts of Debtor covering, evidencing or representing Inventory or Equipment;

V. all "instruments", as such term is defined in the UCC, including, without limitation, all promissory notes, drafts, bills of exchange or acceptances;

W. any and all other property or assets of Debtor whether tangible or intangible, fixed or liquid; and

X. all "proceeds", as such term is defined in the UCC or under other relevant law, and in any event including, without limitation, any and all (i) proceeds of any insurance (except payments made to a Person which is not a party to the Security Agreement), indemnity, warranty, guaranty or claim payable to the Secured Party (as hereinafter defined) or to Debtor from time to time with respect to any of the Collateral, (ii) payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting on behalf of a Governmental Authority), (iii) instruments representing obligations to pay amounts in respect of the Collateral, (iv) products of the Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Collateral (collectively, the "Proceeds");

provided, however, that Collateral shall not include any items of property described in paragraphs 1(C), 1(E), 1(V) and 1(R) to the extent that Debtor is expressly prohibited from granting a Lien thereon or applicable law provides for the involuntary forfeiture thereof in the event that a Lien is granted thereon without the consent of the appropriate Person or Governmental Authority; provided, further, that in the event of the termination or elimination of any prohibition or requirement for any consent contained in any law, rule, regulation, contract, license, franchise, authorization, agreement, grant or other document, or upon the granting of any consent, the items of property so excluded from the definition of Collateral by virtue of the immediately preceding proviso shall (without any act or delivery by any Person) constitute Collateral hereunder.

Notwithstanding anything else contained herein, this financing statement does not cover any of the equipment described in Annex 1 hereto.

2. Operative Documents. This financing statement relates to (i) the Security Agreement and (ii) the GE Capital Security Agreement.

3. Related Real Property. This financing statement relates to the Collateral located at the real property described on Schedule A attached hereto.

4. Definitions. As used in this schedule, the following terms shall have the following meanings. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Acquisition Documentation" shall have the meaning assigned to such term in the Credit Agreement.

"Credit Agreement" means that certain Credit Agreement dated as of March 19, 1999, among Precision Partners, Inc., the guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), Citicorp, as administrative agent, NationsBank, N.A., as syndication agent and SunTrust Bank, Atlanta, as documentation agent, as amended, supplemented or otherwise modified from time to time.

"GE Capital" means General Electric Capital Corporation.

"GE Capital Security Agreement" means that certain Security Agreement dated as of December 8, 2000 between Citicorp, as agent for GE Capital, for itself and as agent for certain participants, and Precision Partners, Inc., Galaxy Industries Corporation, Mid State Machine Products, Nationwide Precision

Products Corp. and the Debtor, as amended, supplemented or otherwise modified from time to time.

"Intellectual Property Collateral" means the Patents, Trademarks, Copyrights, Licenses, Goodwill and the Proceeds relating thereto.

"Lien" means any deed of trust, mortgage, pledge, security interest, encumbrance, lien, lease, license, easement, assignment, collateral assignment or charge of any kind, including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute or any subordination arrangement in favor of any party other than Debtor.

"Master Lease Agreement" means that certain Amended and Restated Master Lease Agreement dated as of December 8, 2000 between GE Capital, for itself and as agent for certain participants, and Galaxy Industries Corporation, Mid State Machine Products, Nationwide Precision Products Corp. and the Debtor, as amended, supplemented and otherwise modified from time to time.

"Person" means any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Security Agreement" means that certain Security Agreement dated as of March 19, 1999 between Precision Partners, Inc. as borrower, the other pledgor parties thereto and Citicorp, as administrative agent and secured party for the lenders, as amended, supplemented or otherwise modified from time to time.

"Subsidiary" shall have the meaning assigned to such term in the Credit Agreement.

ANNEX 1

The following Equipment, together with all accessions, substitutions and replacements therefor, and proceeds (including insurance proceeds) thereof:

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>
Mitsui	MT-1294B	OM VT5-16N(e)
Mitsui	MT-1294D	OM VT5-16N(e)
Mitsui	MT-1301A	OM VT5-16N(e)
Toshiba	130298	BP-130
Mori Seiki	158	CL-253A CNC Machine
Mori Seiki	2355	SV-503B/50 CNC Machine
Mori Seiki	2356	SV-5003B/50 CNC Machine
Mori Seiki	89	RL-253 CNC Machine
Mori Seiki	182	VL-25A1 CNC Machine
Mori Seiki	185	CL-25A1 CNC Machine
Mori Seiki	1008	SH-403 CNC Machine
Mori Seiki	90	RL-253 CNC Machine
Mori Seiki	1517	CL-203B CNC Machine
Mori Seiki	1528	CL-203B CNC Machine
Boldt Machinery	434	CNC Lathe
Hitachi Seiki USA	63126	HS630-50
Hitachi Seiki	63087	HS630-50
Hitachi Seiki	63129	HS630-50
Hitachi Seiki	63130	HS630-50
Hitachi Seiki	63113	HS630-50
Mori Seiki	2399	SV-503B/50 CNC Machine
Mori Seiki	1035	SH-403 CNC Machine
Mori Seiki	1031	SH-403 CNC Machine
Mori Seiki	1036	SH-403 CNC Machine
Mori Seiki	2357	SV-503B/50 CNC Machine
Mori Seiki	186	VL-25A1 CNC Machine
Mori Seiki	88	RL-253 CNC Machine
Mori Seiki	57	MT-253S
Mori Seiki	1074	SH-403
Mori Seiki	1073	SH-403
Mori Seiki	1072	SH-403
Mori Seiki	187	VL-25A1

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>
MORI SEIKI	30	MH-1000
MORI SEIKI	20	MH-1000
MORI SEIKI	23	MH-1000
MORI SEIKI	25	MH-1000
MORI SEIKI	26	MH-1000
MORI SEIKI	27	MH-1000
WOTAN	50.191	MH-1000
WOTAN	51.190	CUTMAX 2
WOTAN	52.193	CUTMAX 2
WOTAN	53.194	CUTMAX 2
DUNNAGE WASH SYSTEMS	99-0909-01B	CUTMAX 2
BROWN & SHARPE	784-1220-155-87	Parts Washer RPT-4827GDB (40%)
OMNI-TECH SALES	EMD-5101	XCEL 122010 BASE MACHINE - CMM
DETROIT AIR COMPRESSOR	AII 365-001H-1	MODULAR SYSTEM SURFACE ANALYZER
DETROIT AIR COMPRESSOR	AII 351-116H	ATLAS GA45-125FF - AIR COMPRESSOR
DETROIT AIR COMPRESSOR	AII 365-001H-2	ATLAS GA50 VSD-FF - AIR COMPRESSOR
FRAZA EQUIPMENT	2E25-MC	ATLAS GA45-125FF - AIR COMPRESSOR
J C EDWARDS	6125	LIFT TRUCK-MDL
NUMEROUS	N/A	BUCKHORN CONTAINERS (LOT)
ROYAL ARC CRANE	CAH-2013, EC-2012-3-10	ASSOCIATED MISC ITEMS (LOT)
CARTER CONSTRUCTION	11625	HOIST, CRANE AND CONVEYORS (LOT) (90%)
TYRRELL ELECTRIC	12129	CONCRETE WORK-MACHINE
DETROIT AIR COMPRESSOR	12508	FOUNDATIONS (LOT)
PLYMOUTH RUBBER & TRANS	C31-06A	ELECTRICAL INSTALLATION (LOT)
AMERITECH 495-0585	11814	OIL/WATER SEPARATOR, MISC. (LOT)
NETARX, INC.	CSU-DSU	COUPLERS/AIR HOSE (LOT)
		PHONE SYSTEM
		SOFTWARE-AUTOCAD (2) MECH. DESKTOP (1)

OTHER COSTS:
HARDWARE AND ACCESSORIES:

3PT40-1112.5K
70-30-DF
U4903, U4905,
U4906, N/A, V0103,
V0503, V0102,
V0505, V0507,
V0506
IG588275-001-4,
IG588275-001-5,
IG588275-001-1,
IG588275-001-2,
IG588275-001-6,
IG588275-001-3

(8) TRANSFORMERS
(6) cooljet, 1000 psi coolant systems
(10) HYDRAULIC SYSTEMS

(6) TORIT MIST COLLECTORS

Property of Cook County Clerk's Office

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>
Mitsui	1280D	OM VT5-16N(e) #3	1
Mitsui	1280C	OMVT5-16N (e) #4	1
Mitsui	1280A	OM VT3-16N (e) #8	1
Mitsui	MT-1294D	OM VT3-16N (e) #9	1
Mitsui	MT-1301A	OM VT5-16N (e) #10	1
Mitsui	MT-1307A	OM VT5-20N (E) #1	1
Mitsui	MT-1307B	OM VT5-20N (e) #2	1
Toshiba	144377	Toshiba BTD-110	1
Toshiba	130292	Toshiba BP-130 #1	1
Toshiba	130298	Toshiba BP-130 #2	1
Prime Tech	0400-2424	CMM Machine	1
Prime Tech	0300-2415	CMM Machine	1
Certified Fabricators	N/A	Fixtures	1
Bolt Machinery	440,445	Mori-Seiki SH 63 J	1
Boulter Rigging	N/A	Offload of Mori-Seiki's	N/A
Key Products	99280	Boring Machine	1
Miller Transfer & Rigging	N/A	Rigging-Boring Machine	N/A
OKK USA Corp.	158,159	HM-80 Horizontal	4
	160,161	Machine Centers	
Landstarr Inway	N/A	Freight-OKK Machines	N/A
Boulter Rigging	N/A	Rigging-OKK Machines	N/A
Boldt Machinery	1023	Mori-Seiki SH 403	1
Boldt Machinery	1009	Mori-Seiki SH 403	1

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SCHEDULE I-A

Pledged Shares

None.

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SCHEDULE I-B

Pledged Interests

None.

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SCHEDULE II

Intercompany Notes

None.

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SCHEDULE III

Patents

None.

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SCHEDULE IV

Trademarks

None.

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SCHEDULE V

Copyrights, etc.

None.

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SCHEDULE VI

Licenses

None.

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SCHEDULE VII

Bank Accounts, Securities Accounts and Investment Accounts

Name of Financial Institution	ABA No.	Address	Account Name and Number
Cole-Taylor Bank	071-000-343	Suite 206 350 East Dundee Road Wheeling, IL 60090	0690-66833 (General Account)
Cole-Taylor Bank	071-000-343	Suite 206 350 East Dundee Road Wheeling, IL 60090	0691-27964 (Payroll Account)
Cole-Taylor Bank	071-000-343	Suite 206 350 East Dundee Road Wheeling, IL 60090	0691-11952 (401K Account)
Bank of America	121000358	231 South Lasalle Chicago, IL 60697	81889-11182 (Lockbox #7974)
Bank of America	121000358	231 South Lasalle Chicago, IL 60697	87650-02265 (Disbursement)

PROPERTY OF Cook County Clerk's Office

Schedule A

3300 Oakton Street, Skokie, IL 60076 (Tax# 10-23-406-031-0000)

THENCE WEST 150 FEET OF THE EAST 1010.00 FEET OF THE NORTH 462.48 FEET OF THE SOUTH 502.45 FEET AS MEASURED ALONG THE SECTIONAL DIVISION LINES, OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THEREFROM THAT PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 88 DEGREES 55 MINUTES 21 SECONDS WEST ON THE SOUTH LINE OF SAID SOUTHEAST 1/4 660.24 FEET TO THE WEST LINE OF THE EAST 660.00 FEET OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 47 SECONDS EAST ON SAID WEST LINE 60.01 FEET TO THE NORTH LINE OF THE SOUTH 60.00 FEET OF SAID SOUTHEAST 1/4 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 27 MINUTES 47 SECONDS EAST ON SAID WEST LINE 20.00 FEET TO A 5/8 INCH REBAR WITH AND ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER RLS 2377"; THENCE SOUTH 46 DEGREES 41 MINUTES 34 SECONDS WEST 28.65 FEET TO A CROSS OUT IN CONCRETE AND TO A POINT ON SAID NORTH LINE THAT IS 20.00 FEET WEST OF SAID POINT OF BEGINNING. (AS MEASURED ON SAID NORTH LINE; THENCE NORTH 88 DEGREES 55 MINUTES 21 SECONDS EAST ON SAID NORTH LINE 20.00 FEET TO THE POINT OF BEGINNING.)

Cook County Clerk's Office