



7400 Caldwell Avenue
Niles, Illinois 60714
(800) 752-5139

SALES ORDER

<input checked="" type="checkbox"/>	New
<input type="checkbox"/>	Used- "As Is" (serial #) _____
<input type="checkbox"/>	Demo (serial #) _____

Date: 8-10-01

Order # _____
Purchase Order # _____

Customer #		Customer #	
Bill To:		Ship To: <u>A.R.C FASTENER</u>	
City	State	Zip	
		8715 BOSTON PLACE	
Phone ()	Contact	City	State Zip
		RANCHO CUCAMONGA CA 91730	
Drop Ship To Rigger	Yes	No	Rigger Name
		Phone (909) 441-8171 Attn: JOE MYERS	

Equipment Status:

Purchase
 Lease
 Cost Per Copy
 Warranty Included (see attached)

Qty	Item #	Description	Unit Price	Extended Price
1	9910	13 1/2 x 17 3/4 OFFSET PRESS	18,500.00	18,500.00
1	1-9825	INK ROLLER WASH LP	150.00	150.00
1	1-3874	DRY POWDER SPRAY	900.00	900.00
1	PO-583	SUPER BLUE	550.00	550.00
1	6175	PRO PLATEMAKER	11,500.00	11,500.00

<u>55114</u>	<u>NICK SMITH</u>	Branch #
Rep #	Sales Representative	
Installation Location		
Rep #	Sales Representative	Branch #
Trade-In Model	Trade-In Model	
Serial #	Serial #	
Special Instructions		

Net Total	<u>31,608.00</u>
Shipping	<u>1,229.00</u>
Sales Tax	<u>2,449.00</u>
Less Trade	<u>—</u>
Balance	<u>35,278.00</u>

Order Acceptance

Customer's signature below reserves the special show pricing through October 13, 2000. Order subject to credit approval and acceptance by A.B. Dick Corporate Office.

Approved By:

A.B. Dick Company

Approved By:

A.R.C FASTENERS
Company Name

Authorized Representative
NICK SMITH
Sales Representative (Please Print)

Date
55114
Rep. #

Joe Myers
Customer Signature
JOE JOSEPH MYERS
Customer Name (Please Print)

8-10-01
Date
Title



A. B. Dick Company
 7400 Caldwell Avenue
 Niles IL 60714-3806
 (800) 422-3616

INVOICE		
Number	Date	Page
1674453	8/31/01	1

BILL TO: 97418-000

SHIP TO: 97418-000

A R C FASTENER
 8715 BOSTON PL
 RANCHO CUCAMONGA CA 91730

A R C FASTENER
 8715 BOSTON PL
 RANCHO CUCAMONGA CA 91730-4926

Account Number	Purchase Order Number	Shipping Information	Sales Contact		
97418	NICK SMITH	Common Carrier			
Sales Order Number	Terms of Sale	Federal Tax ID Code	Credit Contact		
1449848	Net upon receipt	04-289-3065			
Product Code	Product Description	Serial Number	Quantity	Unit Price	Amount
	** DROP SHIP ADDRESS ** A R C FASTENER C/O EST 15107 S. MAIN ST GARDENA CA 90248				
1-9828	INK RLR WASHUP ATTA 9800		1	150.00	150.00
1-3874	PWDR SPRAY (9810-9870) 110V		1	900.00	900.00
9910	Offset	70845	1	18500.00	18500.00
	CHARGES ----- Freight				1229.00
	TAX				1558.44
	MODEL: 9910 } SERIAL 70845 } PRESS				
	MODEL: AB98-63-SP SERIAL: 54987				

FORM: INV001.FRP

REMIT TO: A B DICK CO PO BOX 75685 CHICAGO IL 60675-6685

CORRESPONDENCE TO: 7400 CALDWELL AVENUE NILES IL 60714-3806
 INCLUDE INVOICE NUMBER ON YOUR REMITTANCE Machine Processing Req'd

TOTAL INVOICE:	22337.44
PAY THIS AMOUNT:	22337.44



A. B. Dick Company
 7400 Caldwell Avenue
 Niles IL 60714-3806
 (800) 422-3616

INVOICE		
Number	Date	Page
1665791	8/21/01	1

BILL TO: 97418-000

SHIP TO: 97418-000

A R C FASTENER
 8715 BOSTON PL
 RANCHO CUCAMONGA CA 91730

A R C FASTENER
 8715 BOSTON PL
 RANCHO CUCAMONGA CA 91730-4926

Product Code	Product Description	Serial Number	Quantity	Unit Price	Amount
617S	** DROP SHIP ADDRESS ** A R C FASTENER C/O EST 15107 S. MAIN ST GARDENA CA 90248 PLATEMAKER (59367) TAX <i>MODEL: 617-S</i> <i>SERIAL#: 14744</i>	14744	1	11500.00	11500.00
					862.50

FORM: INVO01.FRP

REMIT TO: A B DICK CO PO BOX 75685 CHICAGO IL 60675-5685

CORRESPONDENCE TO: 7400 CALDWELL AVENUE NILES IL 60714-3806
INCLUDE INVOICE NUMBER ON YOUR REMITTANCE Machine Processing Req'd

TOTAL INVOICE:	12362.50
PAY THIS AMOUNT:	12362.50

JB

For your convenience, we accept Visa®, Mastercard® and American Express® credit cards.



A. B. Dick Company
 7400 Caldwell Avenue
 Niles IL 60714-3806
 (800) 422-3616

INVOICE		
Number	Date	Page
1669809	8/24/01	1

BILL TO: 97418-000

SHIP TO: 97418-000

A R C FASTENER
 8715 BOSTON PL
 RANCHO CUCAMONGA CA 91730

A R C FASTENER
 8715 BOSTON PL
 RANCHO CUCAMONGA CA 91730-4926

Product Code	Product Description	Serial Number	Quantity	Unit Price	Amount
P0583	** DROP SHIP ADDRESS ** A R C FASTENER C/O EST 15107 S. MAIN ST GARDENA CA 90248 SUPER BLUE ANTI-TRACK 9800 TAX		1	550.00	550.00 41.26

FORM: INV001.FRP

REMIT TO: A B DICK CO PO BOX 75685 CHICAGO IL 60675-5685

CORRESPONDENCE TO: 7400 CALDWELL AVENUE NILES IL 60714-3806
 INCLUDE INVOICE NUMBER ON YOUR REMITTANCE Machine Processing Req'd

TOTAL INVOICE:	591.26
PAY THIS AMOUNT:	591.26

JB

For your convenience, we accept Visa®, Mastercard® and American Express® credit cards.

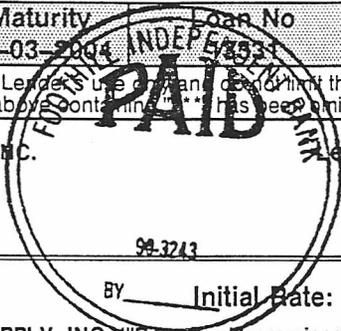
PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$32,000.00	10-03-2001	10-03-2004	54531	04A0 / EQ	447052030	028	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: A.R.C. FASTENER SUPPLY, INC.
904 WEST 10TH STREET
AZUSA, CA 91702

Lender: FOOTHILL INDEPENDENT BANK
IRWINDALE BRANCH
5155 IRWINDALE AVENUE
IRWINDALE, CA 91706



Principal Amount: \$32,000.00

BY _____ Initial Rate: 7.500%

Date of Note: October 3, 2001

PROMISE TO PAY. A.R.C. FASTENER SUPPLY, INC. ("Borrower") promises to pay to FOOTHILL INDEPENDENT BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty-two Thousand & 00/100 Dollars (\$32,000.00), together with interest on the unpaid principal balance from October 3, 2001, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 36 payments of \$996.96 each payment. Borrower's first payment is due November 3, 2001, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 3, 2004, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, notwithstanding anything contained in this Note to the contrary, payments, whenever received by Lender, will be applied to interest as if received on the actual payment due date and will be applied to principal on the actual date received; provided, however, that if a payment is received prior to the actual payment due date, any amount applied to interest in excess of accrued interest will be considered prepaid interest. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the Foothill Independent Bank Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each Day. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 5.500%. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 2.000 percentage points over the Index, resulting in an initial rate of 7.500%.** NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FOOTHILL INDEPENDENT BANK, IRWINDALE BRANCH, 5155 IRWINDALE AVENUE, IRWINDALE, CA 91706.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$4.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon Borrower's failure to pay all amounts declared due pursuant to this section, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 7.000 percentage points over the Index.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the