

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 03-37759

Shark Industries, Ltd.

Debtor,

Chapter 11 Case

**NOTICE OF HEARING AND MOTION
FOR ORDER APPROVING PRECONFIRMATION
MODIFICATION OF PLAN AND NOTICE OF
CONTINUED CONFIRMATION HEARING**

TO: The Debtor, the United States Trustee, and other parties in interest as specified in Local Rule 9013-3

1. Shark Industries, Ltd. (hereinafter referred to as "Debtor"), by their undersigned attorney, hereby moves the Court for an Order approving its modification of the Amended Plan of Reorganization currently before the Court ("Motion") and to confirm the Debtor's Final Amended Plan of Reorganization and provides notice of hearing herewith.

2. The Court will hold a hearing on the Debtor's Motion at 9:30 a.m. on Tuesday, November 16, 2004 in Courtroom No. 228B, 200 U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota 55101, or as soon thereafter as counsel can be heard.

3. Any response to the Motion must be filed and delivered no later than November 15, 2000 at 9:30 a.m. which is 24 hours prior to the hearing.

4. THE DEBTOR'S AMENDED PLAN OF REORGANIZATION WAS SCHEDULED FOR A CONFIRMATION HEARING ON SEPTEMBER 29, 2004 AT 1:30 P.M. YOU ARE NOTIFIED THAT THIS HEARING HAS BEEN CONTINUED AND WILL BE HEARD BY THE COURT AT 9:30 A.M. ON TUESDAY, NOVEMBER 16, 2004 IN COURTROOM 228B, 200 U.S. COURTHOUSE, 316 NORTH ROBERT STREET, ST. PAUL, MN 55101.

5. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334, Fed.R.Bky.Pr.2002 and Local Rules 6004-1. This Motion arises under and is filed pursuant to 11 U.S.C. §1127(a) and Bankruptcy Rule 3019. This case is still pending in this Court.

6. The Debtor filed a Plan of Reorganization and Disclosure Statement with the Court on June 16, 2004. The Debtor filed an Amended Plan of Reorganization and Amended Disclosure Statement with the Court on August 18, 2004. The Court entered an Order dated August 23, 2004 approving the Amended Disclosure Statement.

7. The Debtor, after mailing the Amended Plan of Reorganization and Amended Disclosure Statement, entered into negotiations with Wells Fargo Business Credit, Inc., the Small Business Administration, the Wright County Economic Development Partnership and the Committee of Unsecured Creditors. These negotiations concerned Plan treatment accorded to the Unsecured Creditors, Wells Fargo Business Credit, Inc., the Small Business Administration and the Wright County Economic Development Partnership. As a result of the negotiations the Debtor and those referenced parties have agreed that the treatment of the Claims of said parties should be modified. The Final Amended Plan of Reorganization, underlined to describe these modifications from the Amended Plan of Reorganization dated August 18, 2004, is attached to this Motion.

8. The Debtor is seeking by this Motion approval of the modifications of the Debtor's Plan or Reorganization. The modifications change the treatment of the Class B claim held by Wells Fargo Business Credit, Inc. The parties have agreed to different payments terms and interest rates than set forth in the Debtor's Amended Plan of Reorganization dated August 18, 2004. The Debtor has agreed that its real estate loan with Wells Fargo Business Credit, Inc. will mature and become payable in full 2 years following confirmation of the Debtor's Plan of Reorganization. This will permit the Debtor sufficient time to obtain replacement financing. With respect to the Class E Claim held by the Small Business Administration, the Debtor's Amended Plan of Reorganization dated August 18, 2004 provided that the Claim would be treated as partially secured and partially unsecured. The modification the Debtor now proposes is to treat the Claim as a Secured Claim and pay it in full. Likewise, the Debtor's Amended Plan of Reorganization dated August 18, 2004 provided that the Class G Claim held by the Wright County Economic Development Partnership would be treated as an Unsecured Claim. The Debtor now proposes a modification and has agreed to treat the Claim as a Secured Claim and to make payments to pay the Claim in full.

9. The Debtor's Amended Plan of Reorganization provided for a single payment of 5% to Unsecured Creditors. The Debtor's modified plan now proposes to pay the Unsecured Creditors 25% of the amount of their Claims over a period of 5 years and to furthermore assign to the Unsecured Creditors the Debtor's avoidance causes of action under §550 of the Bankruptcy Code.

10. The proposed modifications as described in this Motion do not adversely affect any other creditor or equity-security holder in the Debtor's case.

WHEREFORE, the Debtor requests Order:

- A. Authorizing Debtor to modify its Plan of Reorganization;
- B. Granting any other relief the Court deems just and proper.

Dated: October 15, 2004.

/e/ Steven B. Nosek
Steven B. Nosek, No. 79960
Attorneys for Debtor
701 Fourth Avenue South
Suite 300
Minneapolis, MN 55415
Telephone: (612) 335-9171

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Case No. 03-37759

Shark Industries, Ltd.,

Debtor.

DEBTOR'S FINAL AMENDED PLAN OF REORGANIZATION

Debtor, Shark Industries, Ltd., hereby proposes the following Plan of Reorganization pursuant to the provisions of Chapter 11 of the Bankruptcy Code.

ARTICLE I

DEFINITIONS

A. DEFINED TERMS.

The following terms shall have the respective meanings hereinafter set forth. Any terms contained in this Plan that are not specifically defined shall have the meaning provided for in the Bankruptcy Code, unless the context otherwise requires.

1. "Administrative Expenses" means Claims allowed under § 503(b) and § 507(a)(1) of the Bankruptcy Code and fees and charges assessed against a Debtor's estate under 29 U.S.C. § 1930.

2. "Allowed Claim," "Allowed Secured Claim," "Allowed Priority Claim" or "Allowed Unsecured Claim" mean, respectively, a Claim, Secured Claim, Priority Claim, or Unsecured Claim against a Debtor to the extent that:

- (a) a proof of such Claim was
 - (i) timely filed;
 - (ii) deemed filed pursuant to § 1111(a) of the Bankruptcy Code;or
 - (iii) late filed with leave of the Bankruptcy Court after notice and

opportunity for hearing given to counsel for Debtor and the Creditors' Committee appointed in this Chapter 11 case; and

- (b) (i) which is not a Disputed Claim; or
- (ii) which is allowed (and only to the extent allowed) by a Final Order.

3. "Bankruptcy Code" means Title 11 of the United States Code, as amended.

4. "Bankruptcy Court" means the United States Bankruptcy Court for the District of Minnesota or, in the event such court ceases to exercise jurisdiction over this Chapter 11 case, the Court having jurisdiction over this Chapter 11 case.

5. "Business Day" means any day other than a Saturday, Sunday, or a day on which banking institutions in the State of Minnesota are not open to conduct business.

6. "Cash" means Cash and Cash equivalents including, but not limited to, bank deposits, checks, and other similar items.

7. "Claim" means a claim as such term is defined in § 101(4) of the Bankruptcy Code.

8. "Claimant" means the holder of a Claim.

9. "Claims Bar Date" means such date as established by the Bankruptcy Court or applicable bankruptcy rule as the last day to file a Claim.

10. "Confirmation Date" means the date on which the Confirmation Order is entered.

11. "Confirmation Order" means the Order of the Bankruptcy Court confirming the Plan pursuant to § 1129 of the Bankruptcy Code.

12. "Debtor" means Shark Industries, Ltd.

13. "Disclosure Statement" means the Disclosure Statement that is approved by the Bankruptcy Court after notice and hearing and which accompanies this Plan.

14. "Disputed Claim" means a Claim asserted against a Debtor (i) to which an objection has been filed, or (ii) which has been scheduled as disputed, contingent or unliquidated and which has been resolved or allowed by Final Order, estimation or pursuant to this Plan.

15. "Distributions" mean, as the context may require, the Cash, notes or property required by the Plan to be distributed to the holders of Allowed Claims, or any Distribution thereof to such parties.

16. "Effective Date" means the first day of the first calendar month following the date on which a Final Order confirming this Plan is entered.

17. "Filing Date" means November 14, 2003.

18. "Final Order" means an Order of the Bankruptcy Court as to which (a) any appeal that has been taken has been finally determined or dismissed; (b) the time for appeal has expired and no notice of appeal has been filed.

19. "Interest" means the shareholder interest of any shareholder in Debtor.

20. "Plan" means this Debtors' Plan of Reorganization, as the same may be amended or modified.

21. "Pre-Petition Claims" means all Claims arising or accruing prior to the Filing Date, including Claims arising from the rejection, after the Filing Date, of executory contracts and expired leases.

22. "Priority Claims" means the Claims specified in § 507(a)(2) through (8), inclusive, of the Bankruptcy Code.

23. "Pro Rata" means proportionately so that the ratio of the amount of Distributions on account of a particular Allowed Claim or Interest to the amount of that Allowed Claim or is the same as the ratio of the amount of Distributions on account of all Allowed Claims or Interests of the class in which the particular Allowed Claim or Interest is included to the amount of all Allowed Claims or Interests of that class.

24. "Reorganized Debtor" means the Debtor following the Confirmation Date.

25. "Pro Rata Share" means, as to a Claimant, the amount determined by multiplying the total amount of the Debtor's payment to a particular Class by a fraction, the numerator of which is the amount of the Claimant's Allowed Claim and the denominator of which is the total amount of Allowed Claims in that Class.

26. "Schedules" means the schedules of assets and liabilities of Debtor on file with the Clerk of Bankruptcy Court for the District of Minnesota, as from time to time amended in accordance with Bankruptcy Rule 1009.

27. "Secured Claim" means any Claim in respect of which a valid lien, security interest or encumbrance is held in any assets of Debtor.

28. "Unsecured Claims" mean all unsecured non-priority Allowed Claims against any Debtor, including any deficiency claim of the holder of a Secured Claim and any Claim arising from the rejection of any executory contract or unexpired lease of the Debtors. Unsecured Claims do not include any deficiency Claim of the holder of a Secured Claim if said Claim is non-recourse and the security is sold or tendered to the holder of the Secured Claim.

B. UNDEFINED TERMS.

A term used and not defined herein which is defined in the Bankruptcy Code shall have the term defined therein, unless the context clearly requires otherwise. A term not defined herein nor defined in the Bankruptcy Code shall have its normal meaning, unless the context clearly requires otherwise.

ARTICLE II

TREATMENT OF CERTAIN PRIORITY CLAIMS

Allowed Claims that are not classified shall be treated as follows:

- a. Allowed Administrative Expense Claims, except as otherwise classified herein, and including fees of professionals, shall be paid in full in cash on the Effective Date or as soon as practicable thereafter, or on such other date as the Court may fix, or in the ordinary course of business as the claims mature, or upon such other terms as may be agreed upon by each claimant and Debtor. Debtor estimates that total claims for professional fees will be approximately \$20,000.00.
- b. Unpaid post-petition Administrative Expense Claims incurred in the ordinary course of Debtor's business will be paid as such claims become due, as agreed between each Claimant and Debtor, or otherwise in the ordinary course of Debtor's business. Debtor believes no unpaid claims in this category are outstanding or exist.
- c. Executory contracts or unexpired leases that are assumed by Debtor during the Chapter 11 case will be paid according to the terms of the contracts or leases, or according to the terms of any order of the Court approving assumption of such contract or lease or as otherwise provided for in Debtor's Plan. The Debtor has certain executory contracts which it intends to assume; however, assumption will not give rise to any claims in this category.
- d. Holders of allowed claims specified in Bankruptcy Code § 507(a)(8) (certain taxes), will be paid in accordance with 11 U.S.C. § 1129(a)(9)(C), at an interest rate equal to 5% per annum.

- e. Fees payable by Debtor under 28 U.S.C § 1930 will be paid in full in cash on the Effective Date, the Debtor will continue to report its monthly disbursements and make payments to the U.S. Trustee until no longer legally obligated to do so.

ARTICLE III

TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

1. Class A Claims - Priority Wage Claims.

This class consists of all Allowed Claims of Debtor's former employees entitled to priority pursuant to Bankruptcy Code § 507(a)(3). These claims are approximately \$20,000.00.

Treatment.

Allowed Claims, if any, in this class will be paid in full in Cash upon the Effective Date of the Plan.

2. Class B Claim - Mortgage Claim of Wells Fargo Business Credit, Inc.

This class consists of the claims of Wells Fargo Business Credit, Inc. ("Wells"), secured by a first mortgage on real estate owned by the Debtor. The real estate is located at 6700 Bleck Drive, Rockford, MN 55373. The amount of the claim as of February 29, 2004 is \$987,679.31, consisting of a principal balance of \$955,559.00, accrued and unpaid interest of \$25,946.19 and unpaid attorneys' fees of \$6,174.12.

Treatment.

The Debtor will cause the Class B Claim to be paid, in full, through monthly payments ~~in the amount of \$6,518.00~~. On the Effective Date, the unpaid principal, including all arrearages, accrued interest and attorneys' fees, will be consolidated. The Debtor will ~~issue to Wells a new promissory note. The note will accrue interest at 2.25% above the prime or base rate of interest charged by the Class B Claimant.~~ execute a real estate construction and term note and a first amendment to construction and term loan agreement. The new term note will mature and become payable in full 2 years from execution of the term note and amendment to term note agreement. Interest will accrue during the first year of the term note at prime plus 2%. In months 13 through 15 interest will accrue at prime plus 2.5%. In months 16 through 18 interest will accrue at prime plus 3%. For the last 3 months, prior to the maturing of the term note, interest will accrue at prime plus 3.5%. The Debtor's payment, under the note, for the first 12 months will be \$6,000.00 per month. Thereafter the Debtor will make ~~monthly~~3

payments ~~as stated herein based upon a 20 year amortization schedule until the note matures and is payable in full, which date will be 2 years from the Effective Date~~ of \$6,500.00 per month. Thereafter, for a period of 3 months, the Debtor will pay \$7,000.00 per month. Finally, for a period of 3 months the Debtor will pay \$7,500.00 per month; and thereafter, the balance will be due in full.

3. Class C Claim - Line of Credit Claim of Wells Fargo Business, Inc.

This Claim consists of the claim of Wells Fargo Business Credit, Inc. secured by a first security interest on lien on cash, cash equivalents, inventory, equipment, accounts receivable, general intangibles and other assets of the Debtor (excepting the real estate owned by the Debtor). The claim has a balance of approximately \$685,000.00.

Treatment.

The claim will be paid, in full, on the Effective Date, or as soon thereafter as the parties agree, by the Debtor's obtaining a new ~~line of credit~~ line from a new lender to provide. Said credit line will permit the Debtor with ~~the funds sufficient to pay in full~~ adequate funds to pay the Class C Claim in full. The Class C Claimant will retain its lien and security interest subsequent to confirmation of the Plan and until the Class C Claim is paid in full.

4. Class D - Secured Claim of City of Rockford.

This Claim consists of the alleged Secured Claim of the City of Rockford ("Rockford") secured by a security interest in the Debtor's inventory at Rockford, Minnesota.

Treatment.

The claim will be treated as an Unsecured Claim in Class I. The City of Rockford did not perfect its security interest and is therefore an unsecured creditor of the Debtor.

5. Class E - Secured Claim of Small Business Administration.

This Claim consists of the Secured Claim of the Small Business Administration, Assignee of Minnesota Business Finance Corp. ("SBA") secured by a mortgage on the Debtor's real property in Rockford, Minnesota. The Claim is in the amount of \$856,157.00, not including accrued interest.

Treatment.

The ~~Debtor proposes to grant the Class D Claim and~~ allowed a ~~s~~Secured ~~c~~Claim

~~will be~~ in the amount of ~~\$490,000.00~~. ~~The balance of the Class D Claim will be treated as an unsecured claim and will participate in Class I. The Debtor proposes to~~ ~~\$856,157.00~~. ~~The Debtor will~~ pay the allowed ~~s~~Secured ~~e~~Claim of the Class E Claimant by making monthly payments ~~with 5% interest amortized over a period of 20 years. Monthly payments on this obligation will be~~ in the amount of ~~\$3,234.00 per month~~.

\$4,371.82. Interest will accrue on the unpaid balance at 2.1% per annum on an amortization schedule of 20 years. The Class E Claimant will retain its lien and mortgage on the real property owned by the Debtor.

6. Class F - Tax Lien Claim of the Internal Revenue Service:

This Class consists of the secured claim asserted by the Internal Revenue Service by virtue of a tax lien filed with the Minnesota Secretary of State. The Debtor alleges that the Claim is in fact a unsecured claim as a result of the operation of 11 U.S.C. §506. The Claim will be paid in accordance with 11 U.S.C. §1129(a)(9)(C). The Debtor will make monthly payments of \$2,715.31 until the Claim is paid in full on or before April 15, 2010.

7. Class G - Secured Claim of Wright County Economic Development Partnership.

This Claim consists of the Secured Claim of Economic Development Partnership of Wright County, the City of Rockford and the Initiative Foundation ("Wright County") secured by a third mortgage on the Debtor's real property in Rockford, Minnesota and a second priority lien and security interest in the inventory, accounts receivable, equipment and tangibles of the Debtor. The amount of the Claim is approximately \$346,719.00.

Treatment.

~~This~~ Claim will be treated as an ~~un~~Secured ~~e~~Claim ~~in Class I~~. The Class G Claimant will retain its liens, mortgages and security interests. On the Effective Date, the Debtor will execute a new promissory note at an interest rate of 3% per annum. The first 9 payments to be made by the Debtor to the Class G Claimant will be monthly payments in the amount of \$1,982.69; the second 9 payments the Debtor will pay the Class G Claimant in the amount of \$2,974.03 per month; thereafter the Debtor will make monthly payments in the amount of \$3,965.37 until the Claim is paid in full. In addition, the Debtor will pay, on the Effective Date the sum of \$5,000.00 to the Class G Claimant, which sum will be accepted by the Class G Claimant to satisfy its claim for legal costs. All other terms and conditions of the parties loan agreements shall remain unmodified. The Claimant will retain its liens and security interest until its Claim is paid in full.

8. Class H - Secured Claim of Mid-America Bank.

The claim consists of the Allowed Claim of Mid-America Bank, successor to Deebart, Inc. The Claim is the amount of \$146,245.00.

Treatment.

The Class G Claimant will be allowed a secured claim in the amount of \$85,000.00. The balance of the Claim will be treated as an unsecured claim in Class I. The secured portion of the Claim will be paid in equal monthly payments with interest accruing at the rate of 4% per annum. Payments will be made over the 60 months until the Claim is paid in full. The monthly payment to be made to the Class G claimant will be the amount of \$1,565.00 per month.

9. Class I- Unsecured Creditors.

This Class consists of the claims of Debtor's Unsecured Creditors. The Debtor believes that the approximate amount of such unsecured claims is between ~~\$21,200~~~~363,500~~~~781~~.00 approximately, such unsecured claim is approximately (including disputed claims).

Treatment.

Unsecured creditors, holding Allowed Unsecured Claims, will be paid ~~5%~~25% of the amount of ~~the each~~ Allowed Claim. Said payment will be in full, complete and total settlement of said claim(s), which settlement amount. The Debtor will make payments as follows: (1) 3.0% will be paid on the Effective Date. Allowed Claims on or before April 30, 2005; (2) 3.0% will be paid on Allowed Claims on or before February 28, 2006; (3) 6% will be paid on Allowed Claims on or before February 28, 2007; (4) 6% will be paid on Allowed Claims on or before February 28, 2008; (5) 7% will be paid on Allowed Claims on or before February 28, 2009. In addition, the Committee of Unsecured Creditors will have the authority and right to pursue avoidance causes of action for the benefit of the holders of Allowed Unsecured Claims. Any net proceeds of such actions will be distributed on a pro rata basis to the holders of Claims in Class I.

10. Class J - Stockholder Interests:

This Class consists of the Shareholder Interests of Shareholders of Debtor as of the Effective Date.

Treatment.

The Shareholders will retain their interests in the Debtor.

ARTICLE IV

CLASSES OF CLAIMS AND INTERESTS IMPAIRED UNDER PLAN

Class A, ~~Class C~~ and Class J are unimpaired under this Plan. All other classes are impaired under the Plan and are entitled to vote on the Plan.

ARTICLE V

GENERAL PROVISIONS

- a. Payments under this Plan will be made by check, mailed with first class postage prepaid, to the claimant at the address listed on its Proof of Claim or, if no proof of claim has been filed by the date of the hearing on confirmation, to the address listed on the Schedules.
- b. Payments and other distributions under this Plan will be made as soon as practicable on or following the Effective Date, except as otherwise specified in this Plan. Payments to Class I Creditors will be paid on the Effective Date.
- c. In the event a payment is returned to Debtor unclaimed, with no indication of claimant's forwarding address, Debtor will hold such payment for a period of six months from the date of return. If not claimed by the claimant by the end of that period, the payment shall become the property of Debtor.
- d. In the event this Plan is not confirmed under Bankruptcy Code § 1129(a), Debtor requests that this Plan be confirmed under Bankruptcy Code § 1129(b).
- e. Debtor reserves and retains the right after confirmation to pursue any claims against third parties, including preference and fraudulent transfers.
- f. Debtor shall have the right to prepay any obligation under this Plan without penalty.
- g. Diana Mini, Dean Daniel and a new investor will constitute the Debtor's Board of Directors. The Debtor will receive a capital investment. The funds received as a capital investment will be used to fund some payments required under this Plan and will provide the Debtor with working capital.

ARTICLE VI

MEANS FOR EXECUTION OF PLAN

The Debtor will pay Administrative Expenses in Cash upon Confirmation of the Plan. The Debtor will pay Priority Wage Claims in Cash upon Confirmation of the Plan of Reorganization. The Debtor will pay some Priority Tax Claims over a period of six years from assessment in accordance with 11 U.S.C. §1129. The Debtor will cause payments to be made to other Classes as described above. The management of the Debtor will be provided by Diana Mini and Dean Daniel. The Debtor will receive a cash capital investment. The funds received will be used to fund as described herein.

ARTICLE VII

CONTESTED CLAIMS

No payment shall be made under the Plan with respect to a Contested Claim, unless estimated by the Court for such purposes, until that Claim becomes an Allowed Claim, by agreement of the parties to any Claim disputed or by Final order of the Court. As soon as practicable after the Allowed Claim is established by agreement or final order, Debtor shall pay to the holder of such Allowed Claim the amount provided in the Plan.

ARTICLE VIII

MODIFICATION OF THIS PLAN

Debtor may amend or modify this Plan in the manner provided for under Bankruptcy Code § 1127(a) or (b). Debtor shall give notice of any proposed modification to Counsel for the Committee and to the United States Trustee and to any other parties designated by the Court. Debtor also reserves the right to make such modifications at any hearings on confirmation as are necessary to permit this Plan to be confirmed under Bankruptcy Code § 1129(b).

ARTICLE IX

CONTINUING JURISDICTION

The Bankruptcy Court shall retain jurisdiction until this Plan has been fully consummated for the following purposes: classification of the claims of creditors and allowance of the claims of creditors; allowance of claims for damages from the rejection of executory contracts or unexpired leases; determination of all questions and disputes regarding title to the assets of the estate and determination of all causes of actions between Debtor and any other party, including but not limited to any right of Debtor to recover assets pursuant to the provisions of the Bankruptcy Code; any pending

litigation, correction of any defect, the curing of any omission or the reconciliation of any inconsistency in this Plan or the order of confirmation as may be necessary to carry out the purpose and intent of this Plan; interpretation and enforcement of the terms of this Plan; shortening or extending, for cause, of any time fixed for doing any act or thing under this Plan; entry of any Order, including any injunction, necessary to enforce the title, rights, and powers of Debtor; and entry of an Order concluding and terminating this case. The Court may exercise its jurisdiction after notice and hearing or ex parte, as the Court determines to be appropriate.

As recited above, all liens, secured claims, encumbrances and mortgages held by any creditor of the Debtor will be released and discharged on the Confirmation Date. The Debtor will retain Ownership Interest in its property, free of all security interests, claims and liens.

The Committee of Unsecured Creditors shall be preserved after confirmation of the Plan and shall continue to have its authority and duties under 11 U.S.C. §§1102 and 1103 and shall continue to so function until further Oder of this Court. The committee of Unsecured Creditors shall have the exclusive right as a representative of the estate to enforce the rights of the Trustee to avoidance of transfers as provided in Code §550. Net proceeds of such actions shall be distributed on a pro rata basis to holders of claims in Class 3-A. The Committee's present counsel shall continue to represent the Committee after confirmation and shall be authorized to pursue the avoidance actions on behalf of the Committee. Counsel shall be compensated at its normal hourly rates from the proceeds of the avoidance actions after application to the Court. Applications may be made on notice limited to the Debtor, its counsel, the Office of the United States Trustee and members of the Committee. Each application shall further include a proposed detail of the distribution of the proceeds. Once the proceeds are distributed in accord with the Court approved distribution, counsel for the Committee shall have no liability to any creditor who disputes the distribution except to the extent that the distribution differed from the court approved distribution. Representatives of the Debtor shall provide to the Committee and its counsel currently existing information known by Debtor or reasonably available to him, as is reasonably requested of them.

SHARK INDUSTRIES, LTD.

Dated: ~~August~~October 18~~5~~5, 2004.

By _____ /e/ Diana Mini
Its President

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 03-37759

Shark Industries, Ltd.

MEMORANDUM

Debtor,

Chapter 11 Case

The Debtor, by its undersigned attorney, provides the following Memorandum in support of its Motion to modify the Plan of Reorganization.

The Debtor relies upon the statement of facts as set forth in the Motion.

Second 1127(a) of the Bankruptcy Code provides that “the proponent of a plan may modify such a plan at any time before confirmation, but may not modify such a plan so that such plan as modified fails to meet the requirements of Sections 1122 and 1123 of this title. After the proponent of a plan files a modification of such plan with the Court, the plan as modified becomes the plan.”

Debtor believes that the Amended Plan of Reorganization as filed meets all of the requirements of Sections 1122 and 1123 of the Bankruptcy Code.

Bankruptcy Rule 3019 provides that the proponent of a plan may file a modification of a plan after a plan has been accepted but before its confirmation. After notice and a hearing, the court will approve the plan if the plan does not adversely affect the parties’ of any creditor dealt with by the plan.

Local Rule 3019-1 specifically provides that “the proponent of a plan may file a modified plan any time before confirmation. Bankruptcy rule 3019 governs acceptances of modified plans.

Dated: October 15, 2004.

/e/ Steven B. Nosek

Steven B. Nosek, No. 79960

Attorneys for Debtor

701 Fourth Avenue South

Suite 300

Minneapolis, MN 55415

Telephone: (612) 335-9171, Ext. 14

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No. 03-37759

Shark Industries, Ltd.

ORDER

Debtor,

Chapter 11 Case

This case came before the Court on motion of the Debtor for an Order approving a preconfirmation modification of Debtor's Amended Plan of Reorganization. Appearances were noted on the record. Based on the motion, file, records and proceedings herein,

IT IS HEREBY ORDERED:

1. The motion is hereby granted;
2. Debtor is hereby authorized to file a Final Amended Plan of Reorganization;
3. The Final Amended Plan of Reorganization is CONFIRMED.

BY THE COURT:

Dated: _____, 2004.

Gregory F. Kishel
U.S. Bankruptcy Judge

UNSWORN CERTIFICATE OF SERVICE

I, Lori A. Adamson, declare under penalty of perjury that on October 20, 2004, I mailed by U.S. Mail, copies of the following documents:

1. Notice of Hearing and Motion for Order Approving Preconfirmation Modification of Plan and Notice of Continued Confirmation Hearing;
2. Memorandum; and
3. Proposed Order.

to each entity named on the attached Service List at the stated address:

Executed on: October 20, 2004.

Signed: /e/ Lori A. Adamson
Steven B. Nosek Law Office
Attorney for Debtor
701 Fourth Avenue South
Suite 300
Minneapolis, MN 55415
(612) 335-9171

Label_Matrix
for 03-37759
Mon Aug 23 15:07:14 CDT 2004

WEBER & TROSETH INC
1902 UNIVERSITY AVENUE
SAINT PAUL MN 55104

WELLMAKE INDUSTRY
PO BOX 1-20
HIS-CHIH TAIPEI HSIEN
TAIWAN

WELLS FARGO BUS CREDIT INC
CO MARK KALLA-DORSEYWHITNEY
50 SOUTH 6TH STREET
MINNEAPOLIS MN 55402

WESTERN TOOL GROUP
27002 PINJERA
MISSION VIEJO CA 92691

WH LINK
PO BOX 340
ANNANDALE MN 55302

WIRE WORX DISPLAY
9 CLAIREPORT CRESCENT
TORONTO ONTARIO M9W 607
CANADA

WOLCYN TREE FARMS & NURSERY
4542 HIGHWAY 95
CAMBRIDGE MN 55008

WRIGHT COUNTY JOURNAL PRESS
108 CENTRAL AVENUE
BUFFALO MN 55313

WRIGHT-HENNEPIN COOP
PO BOX 330
ROCKFORD MN 55373-0330

YELLOW FREIGHT SYSTEM INC
10301 S HARLEM
CHICAGO RIDGE IL 60415

WRIGHT COUNTY SHERIFF
WRIGHT COUNTY COURTHOUSE
BUFFALO MN 55313

UNITED STATES TRUSTEE
1015 US COURTHOUSE
300 S 4TH ST
MINNEAPOLIS MN 55415

UNITED STATES ATTORNEY
600 US COURTHOUSE
300 S 4TH ST
MINNEAPOLIS MN 55415

STATE OF MINNESOTA
DEPT OF MANPOWER SERVICES
390 N ROBERT ST
ST PAUL MN 55101

MN DEPT OF REVENUE
BANKRUPTCY SECTION
PO BOX 64447
ST PAUL MN 55164

INTERNAL REVENUE SERVICE
316 N ROBERT ST
STOP 5700STP
ST PAUL MN 55101

DIVISION CORP REGULATION
SECURITIES & EXCHANGE COMM
450 5TH ST NW
WASHINGTON DC 20549

SECURITIES and EXCHANGE COMM
BANKRUPTCY SECTION
175 W JACKSON BLVD SUITE 900
CHICAGO IL 60661

BALLARD & ASSOCIATES INC
5117 W 105TH ST
BLOOMINGTON MN 55437

CITY OF ROCKFORD
C/O SCOTT T LARISON
1010 W ST GERMAIN STE 600
ST CLOUD MN 56301

ECONOMIC DELVELOPMENT PARTNERSHIP
OF WRIGHT COUNTY
C/O SCOTT T LARISON
1010 W ST GERMAIN STE 600
ST CLOUD MN 56301

BUSINESS GROWTH ALLIANCE
DBA ALLIANCE MANAGEMENT
601 CARLSON PKWY STE 1050
MINNEAPOLIS MN 55305

IRA GARY PLEASON
MARKET MAKERS
425 HUEHL NO 9
NORTHBROOK, IL 60062

BRIDGEWATER TECH INC
DBA TRYSTAR CABLES
2917 INDUSTRIAL DR
FARIBAULT MN 55021

CENTERPOINT ENERGY MINNEGASCO
800 LASALLE AVE
MINNEAPOLIS MN 55402

AV RILEY
1555 N MICHAEL DR
WOOD DALE IL 60191

ABE TECH
NCB-23
PO BOX 1150
MINNEAPOLIS MN 55480

AMERICAN EXPRESS
PO BOX 297874
FT LAUDERDALE FL 33329

Label_Matrix
for 03-37759
Mon Aug 23 15:07:14 CDT 2004

BASSETT ROTARY TOOL
PO BOX 360838
PITTSBURGH PA 15251-6838

BIRNBERG MACHINERY
4828 W MAIN ST
SKOKIE IL 60077-2512

CARD PAK INC
PO BOX 951033
CLEVELAND OH 44193

DYNA FREIGHTS INC
2415 S SEGOJIA DR
COMPTON CA 90220

GRANDE MARKETING
1717 4 MILE RD NE
GRAND RAPIDS MI 49525

HI-TECH REFRIGERATION
8421 SHADOW CREEK DR
MAPLE GROVE MN 55311

JUANA GONZALES
6020 65TH AVE N
BROOKLYN CENTER MN 55429

KOLTEC USA
580 RACE ST
PO BOX 383
COLDWATER MI 49036

MAGNUM ABRASIVES INC
PO BOX 5427
SAN BERNARDINO CA 92412

MASTER PACKING & RUBBER CO
1111 WENIG RD NE
CEDAR RAPIDS IA 52402

MPI
68 ARTHUR ST
NEW BRITAIN CT 06050

NORTHWAY CARRIERS
PO BOX 578
SUPERIOR WI 54880

NUEBER DIAMOND CO INC
10 B ST
BURLINGTON MA 01803

PANELGLIDE EXHIBIT SYSTEMS INC
2023 W CARROLL
CHICAGO IL 60612

R&SN HEATING/AIR CONDITIONING
12600 CREEK VIEW AVE
SAVAGE MN 55378

RT ASSOCIATES INC
3727 VENTURA DR
ARLINGTON HEIGHTS IL 60004

SUBURBAN MANUFACTURING
301 CHELSEA
MONTICELLO MN 55362

THE HARTFORD CASUALTY CO
PO BOX 7938
PHILADELPHIA PA 19101

TINA MICHOLS
6700 BLECK DR
ROCKFORD MN 55373

TOLL GAS
3005 NIAGARA LN N
PLYMOUTH MN 55447

TRYPSTAR CABLES
PO BOX 577
LAKEVILLE MN 55044

UNITED PARCEL SVC
LOCK BOX 577
CAROL STREAM IL 60132

WASTE MGMT TC WEST
PO BOX 9001054
LOUISVILLE KY 40290

WELDING MATERIALS SALES INC
PO BOX 786
1340 REED RD
GENEVA IL 60134

FALK PAPER CO
UNITED PORTFOLIO MGMT INC
ATTN JODI ENGLAND
1360 ENERGY PARK DR STE 340
ST PAUL MN 55108

BRUCE PACKAGING CO
C/O JEREMY M DOWNS ESQ
55 E MONROE STE 3700
CHICAGO IL 60603

ATLAS COMPANY
C/O WOLFE WOLFE & RYD
20 N WACKER DR STE 3550
CHICAGO IL 60606

HARTFORD FIRE INSURANCE CO
THE HARTFORD
HARTFORD PLAZA
HARTFORD CT 06115

HARTFORD FIRE INSURANCE CO
HARTFORD PLAZA
TOWER A T-1-55
HARTFORD CT 06115

Label_Matrix
for 03-37759
Mon Aug 23 15:07:14 CDT 2004

(244)

SHARK INDUSTRIES LTD
6700 BLECK DRIVE
ROCKFORD, MN 55373

MICHAEL FADLOVICH-ATTORNEY
US TRUSTEE OFFICE
300 S 4TH ST RM 1015
MINNEAPOLIS, MN 55415

STEVEN B NOSEK
701 4TH AVE S STE 300
MINNEAPOLIS, MN 55415

WELLS FARGO BUSINESS CREDIT INC
MARK J KALLA
50 S 6TH ST STE 1500
MINNEAPOLIS MN 55402

BENJAMIN HALPERIN
BRUCE PACKAGING
8131 N RIDGEWAY
SKOKIE IL 60076

ANTHONY SAN GIOVANNI
VICTOR EQUIPMENT CO
AIRPORT RD
DENTON TX 76207

JOHN E BALLARD
BALLARD & ASSO INC
5117 W 10TH ST
BLOOMINGTON, MN 55437

CON-WAY TRANSPORTATION
5555 RUFÉ SNOW DR STE 5515
NORTH RICHLAND HILLS TX 76180

A TO Z TOOLS
446 W ST CHARLES ROAD
VILLA PARK IL 60181

AN FREEDMAN
2021 ATWATER SUITE 2107
MONTREAL H3H 2P2
CANADA

ABMAST ABRASIVES CORP
6935 PICARD
ST-HYACINTHE QUEBEC J2S 1H3
CANADA

AG&I CUTTING TOOLS OF FL INC
2673 NE 9TH AVENUE
CAPE CORAL FL 33909

AJ MANUFACTURING CO INC
449 WRIGHTWOOD AVENUE
ELMHURST IL 60126

ALCO SALES CORPORATION
7341 GARDEN GROVE BLVD
GARDEN GROVE CA 92841

ALL STAR MARKETING
457 WINNEBAGO DRIVE
LAKE WINNEBAGO MO 64034

ALWAYS SECURE ALARM PROTECTION
PO BOX 17237
MINNEAPOLIS MN 55417

AMERICAN GASKET TECH
10 LAURA DRIVE
ADDISON IL 60101

AMERICAN NATIONAL CARBIDE CO
915 S CHERRY ST
TOMBALL TX 77375

ANDYS DISC LATHE SILENCER
23811 WASHINGTON AVE
SUITE C110 BOX 307
MURRIETA CA 92562

ARCHER TOOL CO
PO BOX 209
KEYTESVILLE MO 65261

ART OF BARTER
5135 GOLF ROAD
SUITE 200
SKOKIE IL 60077

ASHER TOOLS & HARDWARE
9F NO 2 CHEN-KONG ROAD SEC4
NEI-HU TAIPEI
TAIWAN ROC

ATC PRODUCTS
449 WRIGHTWOOD AVENUE
ELMHURST IL 60126

ATEC TRANS-TOOL
PO BOX 840933
DALLAS TX 75284-0933

ATLAS COMPANY
5050 NORTH RIVER ROAD
SCHILLER PARK IL 60176

ATTRACTIVA LEPE
787 BLAIR AVENUE
SAINT PAUL MN 55104

BATES ABRASIVES INC
872 N HILL BLVD
BURLINGTON WA 98233

Label_Matrix
for 03-37759
Mon Aug 23 15:07:14 CDT 2004

BDT
1322 BELVIDERE ROAD
WAUKEGAN IL 60085

BLUE CROSS BLUE SHIELD OF MN
PO BOX 64676
RTE 2-24 CHAD TATE
ST PAUL MN 55164

BORO PARK CUTTING TOOLS INC
2589 RICHMOND TERRACE
STATEN ISLAND NY 10303

BUD HAMILTON CONSULTING
2640 SNOWMASS CIRCLE
MINNETONKA MN 55305

BUSINESS SYSTEMS TECHNOLOGIES
18924 LAKE DRIVE EAST
CHANHASSEN MN 55317

CAN-AM-TOOLS GRAMLICH TOOLS
2180 HIGHPOINT SIDE RD RR 2
ORANGEVILLE ONTARIO L9W 2Y9
CANADA

CAPITAL COIL INC
PO BOX 56530
CHICAGO IL 60656

CARMET
PO BOX 120001
DEPT 0928
DALLAS TX 75312-0928

CASTLE SCREEN PRINT GROUP
645 SOUTH ADDISIN ROAD
ADDISON IL 60101

CENTERPOINT ENERGYMINNEGASCO
PO BOX 1297
MINNEAPOLIS MN 55472

CENTRAL TRANSPORT
PO BOX 80
WARREN MI 48090

CHRYSLER FINANCIAL
PO BOX 9223
FARMINGTON MI 48333

CHUCK REMLINGER
928 FOREST ACRES COURT
NASHVILLE TN 37220

COMBINED AUTOMOTIVE REPS
425 HUEL ROAD 9
NORTHBROOK IL 60062

COMEAX CAPS
44043 STRINGER BRIDGE ROAD
SAINT AMANT LA 70774

CON-WAY CENTRAL EXPRESS
135 S LASALLE
DEPT 2493
CHICAGO IL 60676

CONSOLIDATED FREIGHTWAYS
1115 SE 164TH AVE
VANCOUVER WA 98683

COUNTRY SIDE PRINTING
6250 INDUSTRY AVE NW
113
ANOKA MN 55303

DACO ABRASIVES
PO BOX 9523
HOUSTON TX 77261

DAN LOMBARDI
1612 LINDAN AVENUE
ALDEN NY 14004

DAVID ALBRIGHT
7814 131ST STREET WEST
SAINT PAUL MN 55124

DAWES TRANSPORT
37381 EAGLE WAY
CHICAGO IL 60678-1373

DAYTON FREIGHT
PO BOX 340
VANDALIA OH 45377

DC MARKETING INC
12019 MOUNTAIN LAUREL DRIVE
RICHMOND VA 23236

DEAN DANIEL
19511 UPLAND NW
ELK RIVER MN 55330

Label_Matrix
for 03-37759
Mon Aug 23 15:07:14 CDT 2004

DELTA MACHINE & DESIGN LTD
49 CHISHOLM DRIVE
INGERSOLL N5C 2C7
CANADA

DESERT CARBIDE CO OF IL
304 MEYER ROAD
PO BOX 50
BENSENVILLE IL 60106-0050

DESMOND STEPHAN MGF CO
PO BOX 30
URBANA OH 43078

DIANA MINI
13515 WESTERNESSE
HOPKINS MN 55305

FRANK MONTGOMER LAW OFFICE
PO BOX 717
PARK RIDGE IL 60068

DOV RINE
2308 W FARWELL STREET
CHICAGO IL 60645

DURRIE SALES CO
411 COUNTY CLUB DRIVE
BENSENVILLE IL 60106

DYNAFLUX INC
241 BROWN FARM ROAD
CARTERSVILLE GA 30120

EIFLER-LAFER INC
3800 COMMERCE DRIVE
SAINT CHARLES IL 60174

EMILIANO BRAMBILA
913 6TH AVENUE
208
BUFFALO MN 55313

EPPCO
544 S GREEN RD
CLEVELAND OH 44121-2843

EXPRESS PRESS
7365 WASHINGTON AVE S
MINNEAPOLIS MN 55439

FALK PAPER COMPANY
618 N 3RD ST
MINNEAPOLIS MN 55401

FEDERAL EXPRESS CORP
ATTN REVENUE RECOVERY/BKY
2005 CORPORATE AVE 2ND FL
MEMPHIS TN 38132

FLAME TECHNOLOGIES INC
703 CYPRESS CREEK
CEDAR PARK TX 78613

GARRYSON INC
11805 WESTLINE DRIVE
SAINT LOUIS MO 63146

GATEWAY SAFETY INC
4722 SPRING ROAD
INDEPENDENCE OH 44131-1045

GENERAL PALLET
701 COUNTY ROAD 7 SW
HOWARD LAKE MN 55349

GLITGEMTEX
60 BELFIELD ROAD
TORONTO ONTARIO M9W 1G1
CANADA

GOODSON
PO BOX 847
WINONA MN 55987-0847

GRITON IND
10821 CAPITAL AVENUE
GARDEN GROVE CA 92843

HELM
14310 HAMILTON AVE
HIGHLAND PARK MI 48203

HYDROMOTION
PO BOX 1067
TEMPLE TX 76503-1067

INDEXABLE
66 CLARK STREET
WELLAND ONTARIO L3B 5W6
CANADA

INTAGIO TRADE
13 W 100 22ND STREET
SUITE 100
OAK BROOK TERRACE IL 60181

ISABEL GUTIERREZ
911 6TH AVENUE
BUFFALO MN 55313

JACKSON PRODUCTS
PO BOX 957590
SAINT LOUIS MO 63195-7590

JENSEN INDUSTRIES
15450 DALE
DETROIT MI 48223

Label_Matrix
for 03-37759
Mon Aug 23 15:07:14 CDT 2004

JOSEPH W ROGUL & ASSOC
4635 W 63RD STREET
CHICAGO IL 60629

JTB CONSULTING
33 YORKVILLE AVE SUITE 405
TORONTO ONT M5R 2E3
CANADA

K-LINE INDUSTRIES INC
315 GARDEN AVENUE
HOLLAND MI 49424

KARLA BENITEZ
911 6TH AVENUE NE
204
BUFFALO MN 55313

KING MACHINERY
1110 FULLERTON ROAD
ROWLAND HEIGHTS CA 91748

KING TOOL INC
5350 LOVE LANE
BOZEMAN MT 59718

KLAHWORN INDUSTRIES
456 S BLVD
WADSWORTH OH 44281

KLEIN ENTERPRISES
4969 ALHAMBRA ROAD
ALHAMBRA IL 62001

LABOR POWER
2214 ALGONQUIN ROAD
ROLLING MEADOWS IL 60008

LEADERS MANUFACTURING
800 19TH AVENUE SW
WILLMAR MN 56201

LESMAN INSTRUMENT COMPANY
DEPT 77-52209
CHICAGO IL 60678-2209

LIBERT FASTENER COMPANY
2950 W CHICAGO AVE
CHICAGO IL 60622

MAGDALA BARRETO
3929 3RD AVENUE S
MINNEAPOLIS MN 55409

MAGNUS SCREW MACHINE PRODUCTS
1818 N LATROBE
CHICAGO IL 60639

MARIA VILLEGAS
727 2ND AVENUE S
BUFFALO MN 55313

MARKET MAKERS
1451 LORI LYN LANE
015
NORTHBROOK IL 60062

MASTERCUT TOOL CORPORATION
965 HARBOR LAKE DRIVE
SAFETY HARBOR FL 34695

MATT BEHREND'S
2273 IBSON AVE SE
BUFFALO MN 55313

MAURITZON CO
3939 WEST BELDEN
CHICAGO IL 60647

MC MASTER CARR
PO BOX 7690
CHICAGO IL 60680

MERCER ABRASIVES
300 SUBURBAN AVENUE
DEER PARK NY 11729

MID AMERICA BANK
2317 MILTON AVENUE
JANESVILLE WI 53547-0345

MINOLTA BUSINESS SYS
PO BOX 41647
PHILADELPHIA PA 19101-1647

MN DEPT OF ECONOMIC SECURITY
390 N ROBERT STREET
SAINT PAUL MN 55101

Label_Matrix
for 03-37759
Mon Aug 23 15:07:14 CDT 2004

MONSTER TOOL
1136 NORTH GARFIELD STREET
LOMBARD IL 60148

NATIONAL RUBBER COMPANY
1704 WEST BELMONT
CHICAGO IL 60613

NORFLEX
720 NORFLEX DRIVE
HUDSON WI 54016

NORMA PEREZ CABALLERO
614 E 25TH STREET
MINNEAPOLIS MN 55404

NORMA TORRES
25 WEST 33RD STREET
301
MINNEAPOLIS MN 55408

NORTH AMERICAN LOGISTICS SVCS
390 DAVID DRIVE SUITE 302
NEWMARKET ONTARIO L3Y 7T8
CANADA

NORTHSTAR MANUFACTURING CO
6100 BAKER ROAD
MINNETONKA MN 55345-5909

ONISHI
HIDEO ONISHI NO 10-51
4 BANCHO KURAKUEN NISHINOMIYA
JAPAN

OSBORN INTERNATIONAL
PO BOX 70487
CLEVELAND OH 44190-0002

PAR INDUSTRIES PLASTIC
PO BOX 67000
DEPARTMENT 148401
DETROIT MI 48267-1484

PESTINE BRINATI GAMER LTD
666 DUNDEE ROAD SUITE 401
NORTHBROOK IL 60062

PIONEER PRINTERS INC
1087 BRIE AVENUE
NORTH TONAWANDA NY 14120

PLACON
6096 MCKEE ROAD
MADISON WI 53719

PNG
PO BOX 740146
CINCINNATI OH 45274

POPP TELECOM
PO BOX 27110
MINNEAPOLIS MN 55427

PRES-ON ABRASIVES LLC
62 MILL ST
LOCKPORT NY 14094

PURCHASE POWER
PO BOX 85042
LOUISVILLE KY 40285 5042

QUILL CORPORATION
PO BOX 94081
PALATINE IL 60094-4801

RELS MANUFACTURING
6700 BLECK DRIVE
ROCKFORD MN 55373 0504

RICHARD FRENKEL
441 W EMERSON STREET
UPLAND CA 91784

RJM ENTERPRISES INC
2108 N MARKWELL
OKLAHOMA CITY OK 73127

RMDS
2704 BOULDERCREST ROAD
ATLANTA GA 30316

S&L MARKETING
915 CLIFTON AVENUE
CLIFTON NJ 07013

SEI
1327-J WOOD BRANCH DRIVE
CHARLOTTE NC 28273

SELLSTROM
1 SELLSTROM DRIVE
PALATINE IL 60067

SHAKESPEARE MACHINE
2801 SOUTH MEMORIAL DRIVE
RACINE WI 53403

SHOP AID
50 HOLTON STREET
WOBURN MA 01801

SIA
1327-J WOOD BRANCH DRIVE
CHARLOTTE NC 28273

SIERRA GRINDING WHEELS
PO BOX 422
JACKSON WI 53037

Label_Matrix
for 03-37759
Mon Aug 23 15:07:14 CDT 2004

SIR SPEEDY PRINTING
1711N CLYBOURN
CHICAGO IL 60614

SKILLED PLATING CORP
1516 N KILPATRICK
CHICAGO IL 60657

SPEDECUT
PO BOX 40
ADELANTO CA 92301

ST LOUIS PNEUMATIC
208 DIDION DRIVE
SAINT PETERS MO 63376

STAFFING ZONEUNITED STAFFING
5501 LAKELAND AVENUE
SUITE 202
MINNEAPOLIS MN 55429

STANDARD ABRASIVES
DEPT LA 22169
PASADENA CA 91185-2169

STEINER & CO
5801 N TRIPP AVENUE
CHICAGO IL 60646-6013

SUPERIOR PRODUCTS
3786 RIDGE ROAD
CLEVELAND OH 44144

TA CUMMINGS JR CO
4153 MAIN STREET
SKOKIE IL 60076

TMR
1743 INDEPENDENCE BLVD
UNIT D1 7 D2
SARASOTA FL 34234

TEAM POWER INC
833 SOUTH WEST 3RD STREET
SAINT PAUL MN 55112

TERESA KASTNER
3415 ELM CREEK DRIVE
HAMEL MN 55340

TOKE PRODUCTS INC
PO BOX 644
DOUGLAS MA 01516

TOM MOXLEY
10506 TWILIGHT MOON DRIVE
HOUSTON TX 77064

TRAFIMET
700 EAST ELM AVENUE
LA GRANGE IL 60525

TRANSX
2595 INKSTER BLVD
WINNIPEG MANITOBA R3C 2E6
CANADA

TWI GROUP
2725 E DESERT INN ROAD
SUITE 200
LAS VEGAS NV 89121

TYROLIT
12 UNION STREET
WESTBOROUGH MA 01581 1459

UNI-TEL COMMUNICATIONS GROUP
PO BOX 2990
MILWAUKEE WI 53201-2990

UPS CUSTOMHOUSE BROKERAGE INC
PO BOX 34486
LOUISVILLE KY 60174

USA FAB INC
10208 FRANKLIN AVENUE
FRANKLIN PARK IL 60131

USF HOLLAND
750 EAST 40TH STREET
PO BOX 9021
HOLLAND MI 49422

WA SCHWARTZ ASSOC INC
2653 MILLER DRIVE
ALLISON PARK PA 15101

WY INTERNATIONAL
8071 N GRANVILLE WOODS ROAD
MILWAUKEE WI 53223

WALLENSTEIN & WAGNER LTD
311 S WACKER DRIVE
CHICAGO IL 60606

WALNUT STREET PROPERTIES
CO PALMISANO & LOVSTRAND
79 WEST MONROE 826
CHICAGO IL 60603

WALTER KINKAID
913 6TH AVENUE NE
206
BUFFALO MN 55313

Label_Matrix
for 03-37759
Mon Aug 23 15:07:14 CDT 2004

VIRGINIA SURETY CO INC
TELLER LEVIT ET AL
11 E ADAMS ST STE 800
CHICAGO IL 60603

DANTE LOMBARDI
C/O MICHAEL J BALANOFF
ONE LINCOLN CTR STE 900
SYRACUSE NY 13202

WASTE MGMT OF MN INC
C/O WASTE MGMT INC
1001 FANNIN STE 4000
HOUSTON TX 77002

GARDEI INC
525 WHEATFIELD ST
PO BOX 710
N TONAWANDA NY 14120

SHOPAID INC
ATTN GAIL SCHINDLER
50 HOLTON ST
WOBURN MA 01801

SMS EXPRESS CO INC
ALFIE CHI-YANG
2415 S SEQUOIA DR
COMPTON GA 90220

MIDAMERICA BANK
C/O JAMES E BARTZEN
BOARDMAN SUHR ET AL
PO BOX 927
MADISON WI 53701-0927

BASSETT ROTARY TOOL
PO BOX 2587
AUGUSTA GA 30903

US SMALL BUSINESS ADMIN
210 C BUTLER SQUARE
100 N 6TH ST
MINNEAPOLIS MN 55403

TRANSX LTD
COMMERCIAL COLLECTION CORP
PO BOX 740
BUFFALO NY 14217

Margie R Bodás
80 S 8th Street, #2000
Lommen Nelson
Minneapolis, MN 55402

Marilyn J. Washburn
7700 Bonhomme 7th Floor
St. Louis, MO 63105

Muirfield Underwriters Ltd
8580 Innovation Way
Chicago IL 60682-0085

Wright County Treasurer
Wright County Gov. Center
10 2nd Street NW
Buffalo, MN 55313

Linda R Wasilewski
c/o Shark Industries, Ltd.
6700 Bleck Drive
Rockford, MN 55373

Continental Trade
16901 West Glendale
New Berlin, WI 53151

Mathias Die
391 Walden
South St. Paul, MN 55075

Camel Grinding Wheels
7530 Caldwell Avenue
Niles, IL 60714

Vermont Abrasives
c/o Fred Huber
178 West Service Road
Champlain, NY 12919