

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital, A Division Of Merrill Lynch Business		07/22/2004	CORPORATION: ILLINOIS
Merrill Lynch Capital, A Division Of Merrill Lynch Business Financial Services, Inc.		07/22/2004	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bradco Supply Corporation		
Doing Business As:	DBA Wickes Lumber, A Division of Bradco Supply Corporation		
Street Address:	34 Englehard Avenue		
City:	Avenel		
State/Country:	NEW JERSEY		
Postal Code:	07001		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0699239	WICKES	
Registration Number:	1031074	W	
CORRESPONDENCE DATA			
Fax Number:	(727)547-4112		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	727-546-0660		
Email:	tmdocket@larsonpatentlaw.com		
Correspondent Name:	Nathan P. Suedmeyer		
Address Line 1:	11199 69th Street North		
Address Line 4:	Largo, FLORIDA 33773		
ATTORNEY DOCKET NUMBER:	2032.1		

CH \$65.00 0699239

900160545

**TRADEMARK
 REEL: 004193 FRAME: 0001**

NAME OF SUBMITTER:	Nathan P. Suedmeyer
Signature:	/Nathan P. Suedmeyer/
Date:	04/26/2010

Total Attachments: 270

source=wickes bkrcty order#page1.tif
source=wickes bkrcty order#page2.tif
source=wickes bkrcty order#page3.tif
source=wickes bkrcty order#page4.tif
source=wickes bkrcty order#page5.tif
source=wickes bkrcty order#page6.tif
source=wickes bkrcty order#page7.tif
source=wickes bkrcty order#page8.tif
source=wickes bkrcty order#page9.tif
source=wickes bkrcty order#page10.tif
source=wickes bkrcty order#page11.tif
source=wickes bkrcty order#page12.tif
source=wickes bkrcty order#page13.tif
source=wickes bkrcty order#page14.tif
source=wickes bkrcty order#page15.tif
source=wickes bkrcty order#page16.tif
source=wickes bkrcty order#page17.tif
source=wickes bkrcty order#page18.tif
source=wickes bkrcty order#page19.tif
source=wickes bkrcty order#page20.tif
source=wickes bkrcty order#page21.tif
source=wickes bkrcty order#page22.tif
source=wickes bkrcty order#page23.tif
source=wickes bkrcty order#page24.tif
source=wickes bkrcty order#page25.tif
source=wickes bkrcty order#page26.tif
source=wickes bkrcty order#page27.tif
source=wickes bkrcty order#page28.tif
source=wickes bkrcty order#page29.tif
source=wickes bkrcty order#page30.tif
source=wickes bkrcty order#page31.tif
source=wickes bkrcty order#page32.tif
source=wickes bkrcty order#page33.tif
source=wickes bkrcty order#page34.tif
source=wickes bkrcty order#page35.tif
source=wickes bkrcty order#page36.tif
source=wickes bkrcty order#page37.tif
source=wickes bkrcty order#page38.tif
source=wickes bkrcty order#page39.tif
source=wickes bkrcty order#page40.tif
source=wickes bkrcty order#page41.tif
source=wickes bkrcty order#page42.tif
source=wickes bkrcty order#page43.tif
source=wickes bkrcty order#page44.tif
source=wickes bkrcty order#page45.tif
source=wickes bkrcty order#page46.tif
source=wickes bkrcty order#page47.tif

source=wickes bkrcty order#page48.tif
source=wickes bkrcty order#page49.tif
source=wickes bkrcty order#page50.tif
source=wickes bkrcty order#page51.tif
source=wickes bkrcty order#page52.tif
source=wickes bkrcty order#page53.tif
source=wickes bkrcty order#page54.tif
source=wickes bkrcty order#page55.tif
source=wickes bkrcty order#page56.tif
source=wickes bkrcty order#page57.tif
source=wickes bkrcty order#page58.tif
source=wickes bkrcty order#page59.tif
source=wickes bkrcty order#page60.tif
source=wickes bkrcty order#page61.tif
source=wickes bkrcty order#page62.tif
source=wickes bkrcty order#page63.tif
source=wickes bkrcty order#page64.tif
source=wickes bkrcty order#page65.tif
source=wickes bkrcty order#page66.tif
source=wickes bkrcty order#page67.tif
source=wickes bkrcty order#page68.tif
source=wickes bkrcty order#page69.tif
source=wickes bkrcty order#page70.tif
source=wickes bkrcty order#page71.tif
source=wickes bkrcty order#page72.tif
source=wickes bkrcty order#page73.tif
source=wickes bkrcty order#page74.tif
source=wickes bkrcty order#page75.tif
source=wickes bkrcty order#page76.tif
source=wickes bkrcty order#page77.tif
source=wickes bkrcty order#page78.tif
source=wickes bkrcty order#page79.tif
source=wickes bkrcty order#page80.tif
source=wickes bkrcty order#page81.tif
source=wickes bkrcty order#page82.tif
source=wickes bkrcty order#page83.tif
source=wickes bkrcty order#page84.tif
source=wickes bkrcty order#page85.tif
source=wickes bkrcty order#page86.tif
source=wickes bkrcty order#page87.tif
source=wickes bkrcty order#page88.tif
source=wickes bkrcty order#page89.tif
source=wickes bkrcty order#page90.tif
source=wickes bkrcty order#page91.tif
source=wickes bkrcty order#page92.tif
source=wickes bkrcty order#page93.tif
source=wickes bkrcty order#page94.tif
source=wickes bkrcty order#page95.tif
source=wickes bkrcty order#page96.tif
source=wickes bkrcty order#page97.tif
source=wickes bkrcty order#page98.tif
source=wickes bkrcty order#page99.tif
source=wickes bkrcty order#page100.tif
source=wickes bkrcty order#page101.tif
source=wickes bkrcty order#page102.tif

source=wickes bkrcty order#page103.tif
source=wickes bkrcty order#page104.tif
source=wickes bkrcty order#page105.tif
source=wickes bkrcty order#page106.tif
source=wickes bkrcty order#page107.tif
source=wickes bkrcty order#page108.tif
source=wickes bkrcty order#page109.tif
source=wickes bkrcty order#page110.tif
source=wickes bkrcty order#page111.tif
source=wickes bkrcty order#page112.tif
source=wickes bkrcty order#page113.tif
source=wickes bkrcty order#page114.tif
source=wickes bkrcty order#page115.tif
source=wickes bkrcty order#page116.tif
source=wickes bkrcty order#page117.tif
source=wickes bkrcty order#page118.tif
source=wickes bkrcty order#page119.tif
source=wickes bkrcty order#page120.tif
source=wickes bankrpty order 7-22-04#page1.tif
source=wickes bankrpty order 7-22-04#page2.tif
source=wickes bankrpty order 7-22-04#page3.tif
source=wickes bankrpty order 7-22-04#page4.tif
source=wickes bankrpty order 7-22-04#page5.tif
source=wickes bankrpty order 7-22-04#page6.tif
source=wickes bankrpty order 7-22-04#page7.tif
source=wickes bankrpty order 7-22-04#page8.tif
source=wickes bankrpty order 7-22-04#page9.tif
source=wickes bankrpty order 7-22-04#page10.tif
source=wickes bankrpty order 7-22-04#page11.tif
source=wickes bankrpty order 7-22-04#page12.tif
source=wickes bankrpty order 7-22-04#page13.tif
source=wickes bankrpty order 7-22-04#page14.tif
source=wickes bankrpty order 7-22-04#page15.tif
source=wickes bankrpty order 7-22-04#page16.tif
source=wickes bankrpty order 7-22-04#page17.tif
source=wickes bankrpty order 7-22-04#page18.tif
source=wickes bankrpty order 7-22-04#page19.tif
source=wickes bankrpty order 7-22-04#page20.tif
source=wickes bankrpty order 7-22-04#page21.tif
source=wickes bankrpty order 7-22-04#page22.tif
source=wickes bankrpty order 7-22-04#page23.tif
source=wickes bankrpty order 7-22-04#page24.tif
source=wickes bankrpty order 7-22-04#page25.tif
source=wickes bankrpty order 7-22-04#page26.tif
source=wickes bankrpty order 7-22-04#page27.tif
source=wickes bankrpty order 7-22-04#page28.tif
source=wickes bankrpty order 7-22-04#page29.tif
source=wickes bankrpty order 7-22-04#page30.tif
source=wickes bankrpty order 7-22-04#page31.tif
source=wickes bankrpty order 7-22-04#page32.tif
source=wickes bankrpty order 7-22-04#page33.tif
source=wickes bankrpty order 7-22-04#page34.tif
source=wickes bankrpty order 7-22-04#page35.tif
source=wickes bankrpty order 7-22-04#page36.tif
source=wickes bankrpty order 7-22-04#page37.tif

source=wickes bankrpty order 7-22-04#page148.tif
source=wickes bankrpty order 7-22-04#page149.tif
source=wickes bankrpty order 7-22-04#page150.tif

copy to
C. Johnson
7/18/06

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	)	Chapter 11
	)	Case No. 04 B 02221
WICKES INC.,	)	(Jointly Administered)
a Delaware Corporation, and)	
GLC DIVISION, INC.,	)	Honorable Bruce W. Black
a Delaware Corporation,)	
	)	Hearing: Thursday,
Debtors.	)	July 22, 2004 at 1:15 p.m.

**ORDER: (I) APPROVING ASSET PURCHASE AGREEMENT;
(II) AUTHORIZING SALE OF CERTAIN OF DEBTORS' ASSETS FREE AND CLEAR
OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS TO BRADCO SUPPLY
CORPORATION; AND (III) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

This matter having come before the Court on the motion (the "Sale Motion") of Wickes Inc. and GLC Division, Inc. (collectively, the "Debtor"), for entry of an Order: (A) Authorizing Debtor to Conduct a Sale of Substantially all of its Assets; (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (C) Setting Dates for Sale and Hearing on Sale; (D) Approving Form of Notice; and (E) Authorizing Debtor to Enter into "Stalking Horse" Agreements for the Sale of Certain Assets; it appearing that on June 24, 2004, the Debtor filed the Sale Motion; it further appearing that on June 28, 2004, this Court entered an Order (i) granting the Sale Motion, (ii) authorizing the Debtor to conduct a sale (the "Sale") of substantially all of its assets free and clear of Liens,¹ and (iii) setting the Sale for July 20, 2004 at

¹ Except as otherwise noted, capitalized terms used in this Order shall have the meanings ascribed to such terms in the Asset Purchase Agreement dated as of June 24, 2004 (the "Purchase Agreement"). The Purchase Agreement is annexed to this Order as Exhibit A. As used herein, "Liens" shall mean all encumbrances, obligations, liabilities, contractual commitments, claims, including, without limitation, any theory of successor liability, de facto merger, or substantial continuity, whether based in law or equity, employee benefit obligations (including, without limitation, under the Employee Retirement Income Security Act, the Comprehensive Omnibus Budget Reconciliation Act, CERCLA and all other environmental laws (the "Environmental Laws")), any security interest, mortgage, lien,

10:00 a.m.; it appearing that on June 30, 2004, the approved Sale Notice was mailed to all creditors and parties in interest; it appearing that on July 9, 2004, the approved Sale Notice was published in the national edition of the Wall Street Journal; it appearing that at 10:00 a.m. on July 20, 2004 the Sale was conducted at the offices of Piper Rudnick LLP at Chicago, Illinois and Bradco Supply Corporation (the "Purchaser") having been determined by the Debtor, after consultation with the Committee, the Postpetition Agent and the Ad Hoc Committee, to have submitted the highest and best bid at the Sale for the assets identified to be acquired by the Purchaser in the Purchase Agreement (the "Assets"), and those executory contracts and unexpired leases identified to be assumed by the Debtor and assigned to the Purchaser pursuant to the Purchase Agreement (the "Designated Executory Contracts"), and a hearing on the Sale Motion having been held on July 22, 2004 (the "Sale Hearing"); and all interested parties having been afforded an opportunity to be heard with respect to the Sale Motion and the Sale; and the Court having reviewed and considered (i) the results of the Sale, (ii) the Sale Motion; (iii) any objections thereto; and (iv) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Sale Motion and approval of the Sale of the Assets and assumption and assignment of the Designated Executory Contracts is in the best interests of the Debtor, its estates, its creditors, and other parties in

charge against or interest in property, adverse claim, claim of possession, right of way, license, easement or restriction of any kind, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership or any option to purchase, option, charge, retention agreement which is intended as security or other matters (but such term to be deemed to exclude any and all Liens permitted by the terms of the Purchase Agreement) of any person or entity that encumber or relate to or purport to encumber or relate to the Purchased Assets. Notwithstanding anything contained in this Order to the contrary, real estate tax liens shall be excepted from the foregoing definition of "Liens" with respect to any parcel of real estate for which the Purchaser has been given a proration credit at Closing. Accordingly, the Purchaser shall take title to the Assets subject to any and all such real estate tax liens.

interest, and upon the record of the Sale Hearing; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED AS FOLLOWS:²

A. This Court has jurisdiction over the Sale Motion and the transactions contemplated by the Purchase Agreement pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(M) and (N). Venue of these cases and the Sale Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are sections 105, 363, 365 and 1146(c) of 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure.

C. As evidenced by the affidavit of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of the Sale Motion, the Sale, the Sale Hearing and the assumption and assignment to the Purchaser of the Designated Executory Contracts through the Notices of Assumption and Assignment of Certain Contracts and Unexpired Leases has been provided in accordance with sections 102(l), 363, and 365 of the Bankruptcy Code and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure; (ii) notice of the Sale having been published in the national edition of the Wall Street Journal on Friday, July 9, 2004; (iii) such notice was reasonable, sufficient, and appropriate under the circumstances; and (iv) no other or further

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

notice of the Sale Motion, the Sale, the Sale Hearing, the Sale of the Assets or the assumption and assignment of the Designated Executory Contracts is or shall be required.

D. A reasonable opportunity to object or be heard with respect to the Sale Motion, the Sale, the assumption and assignment of the Designated Executory Contracts and the relief requested in the Sale Motion has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee; (ii) counsel for the Purchaser; (iii) counsel for the Postpetition Agent; (iv) counsel for the Committee; (v) counsel for the Ad Hoc Committee; (vi) all entities known to have expressed an interest in a transaction with respect to the Assets; (vii) all entities known to have any Lien on or with respect to the Assets; (viii) all federal, state, and local regulatory or taxing authorities or recording offices which have a known interest in the relief requested by the Sale Motion; (ix) all state Attorneys' General which have a known interest in the relief requested by the Sale Motion; (x) all non-Debtor parties to Designated Executory Contracts; (xi) the creditors identified on the Debtor's list of creditors holding the twenty largest unsecured claims; (xii) the Office of the United States Attorney General; (xiii) the Internal Revenue Service; and (xiv) all other entities that have filed requests for notices pursuant to Bankruptcy Rule 2002.

E. As demonstrated by (i) the testimony and/or other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, (a) the Debtor has adequately marketed the Assets and Designated Executory Contracts, (b) the Debtor properly conducted the sale process, and (c) the Sale was duly noticed and conducted in a non-collusive, fair and good faith manner.

F. The Debtor (i) has full corporate power and authority to execute the Purchase Agreement and any and all other documents contemplated thereby, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement, and (iii) has taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation by the Debtor of the transactions contemplated thereby.

G. The Debtor has demonstrated sound business justifications for the Sale pursuant to section 363(b) of the Bankruptcy Code prior to confirmation of a plan of reorganization. The Sale is in contemplation of and necessary to a plan of reorganization in this case.

H. The Purchase Agreement was negotiated, proposed and entered into by the Debtor and the Purchaser as parties thereto without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement to be avoided under section 363(n) of the Bankruptcy Code. The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

I. The consideration provided by the Purchaser for the Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Assets, (iii) will provide a greater recovery for the Debtor's creditors and other interested parties than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

J. The transfer of the Assets to be acquired by the Purchaser under the Purchase Agreement will be a legal, valid, and effective transfer of such Assets, and will vest in the Purchaser all right, title and interest of the Debtor in the Assets to be acquired by it under the Purchase Agreement free and clear of all Liens, with such Liens attaching to the proceeds of the Sale of the Assets to the same extent, priority and validity as such Liens existed in the Assets immediately prior to the closing (the "Closing") on the Assets.

K. The Purchaser would not have entered into the Purchase Agreement and will not consummate the transactions contemplated thereby (thus adversely affecting the Debtor, its estates and its creditors) if the Sale of the Assets to the Purchaser was not free and clear of all Liens (except to the extent said Liens are being assumed in accordance with the Purchase Agreement), or if the Purchasers would be, or in the future could be, liable for any such Liens or the obligations secured by the Liens and if the assignment of the Designated Executory Contracts could not be made under section 365 of the Bankruptcy Code.

L. The Debtors may sell the Assets free and clear of all Liens because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those (i) holders of Liens and (ii) non-Debtor parties to Designated Executory Contracts who did not object, or who withdrew their objections, to the Sale, the Sale of the Assets or the Sale Motion are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Those (i) holders of Liens and (ii) non-Debtor parties to Designated Executory Contracts who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Liens, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they claim or may claim a Lien.

To the extent permitted by law,
M. The Purchaser is not a successor to the Debtor; thus, the Purchaser is not subject to successor liability claims based upon any theory of liability of any kind whatsoever.

N. No common identity of incorporators, directors or stockholders exists between the Purchaser and the Debtor.

O. The Purchase Agreement is not being entered into fraudulently.

P. The consummation of the Purchase Agreement does not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtor or its estate.

Q. Purchaser is not a mere continuation of the Debtor or its estate, there is not substantial continuity between the Purchaser and the Debtor or its estate, and there is no continuity of enterprise between the Debtor and the Purchaser.

R. There has been no adjudication, finding, conclusion or determination as to whether the Purchase Agreement or any of its terms, including without limitation Section 2.1.9 of the Purchase Agreement ("Insurance Benefits"), effectively operates to: (i) assign rights to, create rights in, or bestow rights on, the Purchaser under any insurance policy; or (ii) create obligations, or impose obligations on, any insurer under any insurance policy.

S. Certain insurers (the "Insurers")³ have informed the Debtor that they object to any terms in the Purchase Agreement that, in the Insurers' view, may be interpreted to amend, modify or alter the terms of any of the Insurers' insurance policies, or to make an assignment of any such insurance policy to the Purchaser. The Debtor has agreed that such objection need not and

³ The insurers referred to in paragraph S to this Order consist of Continental Insurance Company, Transcontinental Insurance Company, Argonaut Insurance Company, Century Indemnity Company, Nationwide Indemnity Company as authorized agent for and on behalf of Employers Mutual Liability Insurance Company of Wisconsin, St. Paul Surplus Lines Insurance Company, The Travelers Indemnity Company, Travelers Casualty & Surety Company, American Home Assurance Company, National Union Fire Insurance Company of Pittsburgh, PA, and the respective subsidiaries or affiliates of each of the foregoing.

should not be presented or adjudicated in this proceeding, and that such objection is fully preserved. Consistent with the foregoing, no insurer has: (i) waived any objection to, or otherwise approved, acquiesced in, or consented to the Purchase Agreement, including without limitation Section 2.1.9 of the Purchase Agreement or any other terms in the Purchase Agreement relating to, or purporting to assign, transfer, create or bestow rights on the Purchaser under any insurance policy; or (ii) consented to the assignment of any insurance policy, or any rights under any insurance policy, to the Purchaser.

T. There has been no adjudication, finding, conclusion or determination as to whether any insurance policy provides coverage for any obligation undertaken by the Debtor under the Purchase Agreement.

U. The Debtor has demonstrated that it is an exercise of its sound business judgment to assume and assign the Designated Executory Contracts to the Purchaser pursuant to the Purchase Agreement in connection with the consummation of the Sale of the Assets, and the assumption and assignment of the Designated Executory Contracts pursuant to the Purchase Agreement is in the best interests of the Debtor, its estate, and its creditors. The Designated Executory Contracts being assigned to the Purchaser in accordance with the terms of the Purchase Agreement are an integral part of the Assets being purchased by the Purchaser and, accordingly, such assumption and assignment of Designated Executory Contracts is reasonable and enhances the value of the Debtor's estate.

V. The Debtor and the Purchaser, in respect of the Designated Executory Contracts being assigned to the Purchaser: (i) have provided adequate assurance of the Purchaser's future performance of and under such Designated Executory Contracts within the meaning of sections

365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code; (ii) will cure, or have provided adequate assurance of cure, of any default existing prior to the date hereof under any of such Designated Executory Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (iii) will provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the Closing Date under any such Designated Executory Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code.

W. Approval of the Purchase Agreement and assumption and assignment of the Designated Executory Contracts and consummation of the Sale of the Assets at this time are in the best interests of the Debtor, its creditors, its estates and other parties in interest.

**NOW THEREFORE, BASED UPON THE FOREGOING FINDINGS OF FACT,
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Sale Motion is granted, as designated herein.
2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.
3. Subject to the provisions of this Order, the Purchase Agreement in the form attached hereto as Exhibit A (and all of the terms and conditions thereof) is hereby approved.
4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized and directed to consummate the Sale of the Assets, pursuant to and in accordance with the terms and conditions of the Purchase Agreement.

5. The Debtor is authorized and directed to execute and deliver, and is empowered to perform under, consummate and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement.

6. At the Closing on the Sale of the Assets, the Purchaser shall tender the purchase price set forth in the Purchase Agreement (net of applicable title charges, which may be paid directly to the title companies) to the Debtor and the proceeds of the Sale of the Assets shall be paid to the Postpetition Agent, in an amount sufficient to pay the Postpetition Debt in full, for provisional application in accordance with, and subject to, the Final Order Authorizing Debtor to: (A) Incur Postpetition Debt; (B) Grant Liens and Provide Security, Adequate Protection and Other Relief to Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services, Inc. ("Merrill Lynch"), as Agent; and (C) Provide Adequate Protection to the Bank of New York as Indenture Trustee ("BNY"), which this Court entered on March 25, 2004 (as amended, modified or supplemented from time to time, the "Financing Order"). As of the date of the Closing on the Sale of the Assets, Postpetition Agent's obligations to the Debtor under the Financing Order and "Postpetition Documents" (as defined in the Financing Order) shall be terminated; provided, however, Postpetition Agent shall be deemed entitled to assert any claims and/or liens with respect to the proceeds of the Sale not paid to it at the Closing on account of any accrued or accruing amounts owed to it under the Financing Order or Postpetition

Documents. Upon the Closing of the Sale of the Assets, and subject to application of Sale proceeds in accordance with the Financing Order, the amount sufficient to pay the 2005 bondholders in full (subject to a final determination as to all accrued interest and expenses), shall be set aside in a segregated account (the "2005 Account"), which shall not be used by the Debtor for any purpose and shall only be distributed pursuant to (a) further order of this Court, or (b) a confirmed plan of reorganization or liquidation; provided, however, BNY shall be entitled to assert any claims and/or liens with respect to proceeds of the Sale not deposited into the 2005 Account on account of any accrued or accruing amounts owed to it under the Financing Order or applicable loan documents. Nothing in this Order is intended to be an admission of the allowance and/or treatment of BNY's asserted claims or liens or of any defenses or counterclaims to such asserted claims or liens. All parties reserve any and all rights and defenses they may have with respect to all such matters and, except as expressly set forth herein, the Financing Order and Postpetition Documents remain in full force and effect.

7. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement or this Sale Order, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Assets to be transferred pursuant to the Purchase Agreement shall be transferred to the Purchaser pursuant to the Purchase Agreement, and, as of the Closing Date under such Purchase Agreement, shall be free and clear of all Liens, with all such Liens (subject to the applicable provisions of the Purchase Agreement) of any kind or nature whatsoever to attach to the net proceeds of the Sale of the Assets in the order of their priority, with the same validity, force and effect which they now have as against the Assets, subject to any claims and defenses of the Debtor, the Committee, the Ad Hoc Committee and the Postpetition Agent.

To the extent permitted by law,

8. The Purchaser is not a successor to the Debtor and the Purchaser shall not be subject to successor liability claims based upon any theory of liability of any kind whatsoever.

9. Nothing in this Order shall: (a) operate as, or shall be deemed to operate as, an assignment, amendment, modification or alteration of any insurance policy; (b) constitute, or be deemed to constitute, an adjudication establishing the rights or obligations of the Debtor, the Purchaser, any insurer, or any other person or entity under any insurance policy, or a construction or interpretation of any insurance policy; (c) constitute, or be deemed to constitute, a finding, conclusion or determination as to whether the Purchase Agreement or any of its terms, including without limitation Section 2.1.9 of the Purchase Agreement ("Insurance Benefits"), effectively operates to (i) assign to, create in, or bestow rights on, the Purchaser under any insurance policy or (ii) create obligations, or to impose obligations on, any insurer under any insurance policy; or (d) constitute, or be deemed to constitute, a finding, conclusion or determination as to whether any insurance policy provides coverage for any obligation undertaken by the Debtor under the Purchase Agreement.

10. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and other regulatory authorities, lenders, trade and other creditors holding Liens (including but not limited to any claims under any applicable revenue, pension, ERISA, tax, labor, environmental or natural resource law, rule or regulation, or any products liability law) of any kind or nature whatsoever against or in the Debtor or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated), arising under or

out of, in connection with, or in any way relating to, the Debtor, the Assets, the operation of the Debtor's business prior to the Closing Date of the Sale of such Assets, or the transfer of such Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns (to the extent allowed by law), its property, its officers, directors and shareholders or the Assets, the Liens of such persons or entities.

11. The transfer of the Assets to the Purchaser pursuant to the Purchase Agreement shall constitute a legal, valid and effective transfer of the Assets, and shall vest in the Purchaser all right, title and interest of the Debtor in and to the Assets to be acquired by the Purchaser free and clear of all Liens (subject to the terms of the Purchase Agreement).

12. On the Closing Date of the Sale of any Assets and subject to the terms and conditions of the Purchase Agreement, each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Liens in such Assets, if any, as such Liens may have been recorded or may otherwise exist, including the taking of all other actions as may be necessary to evidence the release of its Liens in such Assets.

13. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Liens in the Debtor or any Assets shall not have delivered to the Debtor prior to the Closing Date under the Purchase Agreement transferring such Assets, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens which the person or entity has with respect to the Debtor or such Assets or otherwise, then (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other

documents on behalf of the person or entity with respect to such Assets and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of any kind or nature whatsoever.

14. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing of the Sale of the Assets to be transferred pursuant to the Purchase Agreement, the Debtor's assumption and assignment to the Purchaser pursuant to such Purchase Agreement, of the Designated Executory Contracts to be transferred to it is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

15. The Debtors are hereby authorized and directed, in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (a) assume and assign to the Purchaser, effective upon the Closing of the Sale of the Assets, the Designated Executory Contracts to be transferred to such Purchaser free and clear of all Liens of any kind or nature whatsoever and (b) subject to the terms and conditions of the Purchase Agreement, execute and deliver to such Purchaser such documents or other instruments as may be necessary to assign and transfer such Designated Executory Contracts to the Purchaser.

16. The Designated Executory Contracts shall be transferred free and clear of all Liens of any kind or nature whatsoever to, and shall remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Designated Executory Contracts (including those of the type described in sections 365(b)(2) and (f)(1) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or

transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtor and its estate shall be relieved from any liability for any breach of any such Designated Executory Contracts which occurs or arises after such assignment to and assumption by the Purchaser on the Closing Date under the Purchase Agreement transferring such Designated Executory Contracts.

17. Notwithstanding anything to the contrary in this Sale Order, under section 365 of the Bankruptcy Code, the Purchaser is only assuming those liabilities arising post Closing under the Designated Executory Contracts to be transferred to it pursuant to the Purchase Agreement.

18. Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code, all non-Debtor parties to the Designated Executory Contracts are forever barred and enjoined from raising or asserting against the Purchaser any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Designated Executory Contracts existing as of the Closing on the Sale of the Assets or arising by reason of the Closing on the Sale of the Assets. All non-Debtor parties to the Designated Executory Contracts are deemed to have consented to the assumption and assignment of the Designated Executory Contracts for purposes of Section 365(e)(2)(A)(ii) of the Bankruptcy Code and any objections to such assumption and assignment of the Designated Executory Contracts are hereby overruled.

19. The Designated Executory Contracts will be selected by the Purchaser, prior to the Closing on the Sale of the Assets, from those contracts listed in Exhibit B to this Sale Order. The documents which comprise all of the Designated Executory Contracts are listed in Exhibit B to this Sale Order and no other document, writing, instrument, correspondence or written or oral communication of any kind shall be deemed to be a part of the Designated Executory Contracts. All non-Debtor parties to the Designated Executory Contracts shall only be entitled to receive the

Cure Amount on or before the fifteenth (15) day following the date of the Closing on the Sale of the Assets, if any, listed in Exhibit B hereto, in connection with the assumption and assignment of the Designated Executory Contracts. With the exception of the Debtor's failure to pay the Cure Amounts set forth in Exhibit B hereto, all non-Debtor counter-parties to the Designated Executory Contracts shall be forever barred from asserting against the Debtor, its estate or the Purchaser, any default, any actual pecuniary loss resulting from such default, or any other claim under the Designated Executory Contracts, and the Debtor shall be released and forever discharged of and from any and all obligations and claims under the Designated Executory Contracts without any further action by this Court.

20. The consideration provided by the Purchaser for the Assets under the Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

21. To the extent that the parties identified in this paragraph have received actual notice, this Sale Order (a) shall be effective as a determination that, on the Closing Date under the Purchase Agreement, all Liens of any kind or nature whatsoever existing prior to such Closing as to the Debtor or the Assets transferred pursuant to the Purchase Agreement (including but not limited to any claims under any applicable revenue, pension, ERISA, tax, labor, environmental or natural resource law, rule or regulation, or any products liability law) have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies,

recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

22. To the extent that the parties identified in this paragraph have received actual notice, each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

23. Except as provided herein, all entities who are presently, or on the Closing Date may be, in possession of some or all of the Assets to be transferred under the Purchase Agreement are hereby directed to surrender possession of such Assets to the Purchaser on the Closing Date under the Purchase Agreement without further order of this Court.

24. Except as expressly permitted or otherwise specifically provided for in this Sale Order in respect of the Purchase Agreement or the Assets to be transferred pursuant to the Purchase Agreement, ^{and to the extent permitted by law,} the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to such Assets. Without limiting the generality of the foregoing, the Purchaser (and its officers, directors and shareholders) shall not be liable for (a) any claims against the Debtor or any of its predecessors or affiliates, or (b) successor or vicarious liability claims of any kind or character whether known or unknown as of the Closing Date under the Purchase Agreement, now existing or hereafter arising, whether fixed or contingent, each with respect to any obligations of the Debtor arising prior to the Closing Date

under the Purchase Agreement, including, but not limited to, any liabilities under any revenue, pension, ERISA, tax, employment, labor, environmental or natural resource law, rule or regulation, any federal or state employment and anti-discrimination laws and regulations, any successor liability law, any products liability law, arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtor's business prior to the Closing Date under the Purchase Agreement.

25. No insurer has, or shall be deemed to have: (a) waived any objection to, or otherwise approved, acquiesced in, or consented to the Purchase Agreement, including without limitation Section 2.1.9 of the Purchase Agreement or any other terms in the Purchase Agreement relating to, or purporting to assign, transfer, create or bestow rights on the Purchaser under any insurance policy; or (b) consented to the assignment of any insurance policy, or any rights under any insurance policy, to the Purchaser. The Debtor, the Purchaser and all insurers reserve all rights with respect to any and all disputes between or among them, or anyone claiming through or under them, with respect to all insurance policies.

26. This Court retains jurisdiction to enforce and implement the terms and provisions of the Purchase Agreement, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to the Purchaser, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtor, (c) resolve any disputes arising under or related to the Purchase Agreement, and (d) interpret, implement, and enforce the provisions of this Sale Order; provided, however, that nothing contained in this Order or the Purchase Agreement shall create, expand, contract or eliminate any jurisdiction this Court might otherwise have over insurance issues. Except as otherwise set forth herein with respect to insurance issues, if any proceeding

before the Court pursuant to this paragraph is not a core proceeding, any non-Debtor party who has received notice of the Sale Hearing shall be deemed to have consented to the Court (a) hearing and determining such proceeding, and (b) entering appropriate orders and judgments, subject to review under 28 U.S.C. § 158.

27. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale of the Assets shall not affect the validity of the Sale of such Assets to the Purchaser, unless such authorization is duly stayed pending such appeal prior to the Closing with respect to such Assets. The Purchaser is a purchaser in good faith of the Assets, and the Purchaser is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

28. The terms and provisions of the Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, (a) the Debtor, its estate, and its creditors, (b) the Purchaser, and its respective affiliates, successors and assigns and (c) any affected third parties including, but not limited to, all persons asserting Liens in the Assets to be sold to the Purchaser pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. Notwithstanding the foregoing in this paragraph 28, any allocation of the purchase price for the Sale Assets made by and between the Debtor and the Purchaser shall not be binding upon any other party in interest in these proceedings.

29. The failure specifically to include any particular provisions of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

~~30. The Sale of the Assets pursuant to the Purchase Agreement is a transfer pursuant to Section 1146(c) of the Bankruptcy Code, and accordingly shall not be taxed under any law imposing a stamp tax or a sale, transfer or any other similar tax. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Assets, all without imposition or payment of any stamp tax, transfer tax or similar tax. With respect to only those of the Debtor's Locations located in the State of Connecticut, any transfer taxes shall be held in escrow (the "Transfer Funds") pending confirmation of a plan of reorganization or liquidation, after which time the Transfer Funds shall be returned to the Debtor's estate.~~

31. The transactions under the Purchase Agreement may be consummated without any liability under or violation of any bulk transfer or permit restrictions under applicable state law, including, without limitation, any state laws requiring notification and the escrow of sales proceeds for the benefit of state revenue departments collecting any types of tax or other required contributions or payments.

32. No current or former employee of the Debtor shall be deemed to be an employee of the Purchaser by virtue of the Purchase Agreement or the performance thereof, and the assumption and assignment of any Designated Executory Contracts shall not constitute an express or implied employment or assumption of collective bargaining obligations of the Debtor.

33. The Purchaser shall not be deemed to be a joint employer, single employer, co-employer or successor employer with the Debtor for any purpose and the Purchaser shall not have any obligation to pay any past wages, benefits or severance pay to any of Debtor's employees, including any of Debtor's employees who may subsequently become employed by the Purchaser.

34. All of the Debtor's interests in the Assets to be acquired by the Purchaser under the Purchase Agreement shall be, as of the Closing Date under the Purchase Agreement, transferred to and vested in the Purchaser. Upon the Closing Date, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Assets acquired by the Purchaser under the Purchase Agreement and/or a bill of sale transferring good and marketable, indefeasible title and interest in the Assets to the Purchaser.

35. As of the Closing Date, the Purchaser, subject to the terms and conditions of the Purchase Agreement, shall be hereby granted immediate and unfettered access to the Assets acquired by the Purchaser.

36. Nothing in this Order or the Purchase Agreement releases or relieves any entity of any requirement under applicable environmental laws or regulations to obtain authorization from a governmental entity for the transfer of any license, permit or certificate of authority held by the Debtor.

37. Nothing in this Order or the Purchase Agreement shall be construed to release or nullify any liability to any governmental entity under police and regulatory requirements that any entity would be subject to as the owner or operator of property after the date of entry of this Sale

Order; provided however that nothing contained in this Sale Order generally or this paragraph specifically should be construed as an admission by the Purchaser of any liability to any governmental entity.

38. In the event that there is a conflict between the terms of this Order and the Purchase Agreement, the terms of this Order shall control.

39. As provided by Rules 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure, this Sale Order shall be effective and enforceable immediately upon entry hereof and shall not be stayed for 10 days after the entry of this Sale Order.

Dated: Chicago, Illinois

July 22, 2004

ENTERED

JUL 22 2004

BRUCE W. BLACK, BANKRUPTCY JUDGE
UNITED STATES BANKRUPTCY COURT

Honorable Bruce W. Black
United States Bankruptcy Judge

ORDER PREPARED BY:

David N. Missner (ARDC No. 01928988)
Marc I. Fenton (ARDC No. 06180633)
Steven Christenholz (ARDC No. 06224666)
Brian A. Audette (ARDC No. 06277056)

PIPER RUDNICK LLP
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601
(312) 368-4000

EXHIBIT A

ASSET PURCHASE AND SALE AGREEMENT

between

BRADCO SUPPLY CORPORATION

as Purchaser

and

WICKES INC.

GLC DIVISION, INC.

and

LUMBER TRADEMARK COMPANY

as Seller

Dated: as of June 23, 2004

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (the "Agreement"), dated as of June 23, 2004, is entered into by and among WICKES INC., a Delaware corporation, GLC DIVISION, INC., a Delaware corporation ("GLC"), and LUMBER TRADEMARK COMPANY, an Illinois corporation ("Lumber Trademark") ("Wickes", GLC and Lumber Trademark are collectively referred to as "Seller" hereunder), and BRADCO SUPPLY CORPORATION, a New Jersey corporation ("Purchaser").

RECITALS

A. Seller operates a lumber, hardware, wood products, building materials, component sales and manufacturing business known as Wickes, Wickes Lumber or Wickes Components, and which has facilities throughout the United States. Such operations include each facility described on Schedule A, and as such operations as they relate to each such facility is referred to in this Agreement as a "Location." Each Location is referred to collectively as the "Locations". Notwithstanding anything herein to the contrary, any reference hereunder to the terms Location or Locations shall be limited to the following facilities:

Bear, Delaware Plant

Ephrata, PA (yard and plant)

Exton, PA

Frederick, MD

Hampton, NH

Kenvil, NJ

Menands, NY

Meredith, NH

Newtown, CT

Portland, ME

Walden, NY

The actual addresses of each Location are set forth on Schedule A. Further, any reference to the term Assets, as defined herein, or any of the other definitions set forth in Section 1 shall be limited to the Locations as enumerated above and on Schedule A annexed hereto.

B. On January 20, 2004 (the "Petition Date"), Wickes filed a voluntary petition (the "Bankruptcy Case") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") and continues to manage its properties as debtor and debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

C. The parties intend that Seller sell to Purchaser and Purchaser acquire from Seller substantially all of the assets of Seller related to each Location other than the "Excluded Assets" (as herein defined).

AGREEMENT

1. DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the following terms, when used in this Agreement (including the Schedules and Exhibits attached hereto), shall have the following meanings:

"Accounts Receivable" means all of the rights of Seller to payments due and to become due for Inventory or finished products sold and/or delivered and/or services performed prior to the Closing Date from each Location other than credit card receipts.

"Actual Assumed Accounts Receivable Value" has the meaning set forth in Section 2.6.2.

"Actual Inventory Value" has the meaning set forth in Section 2.6.1 as modified by Section 2.6.3 hereof.

"Appraised Value" refers to the fair market value of each parcel of Owned Real Property stated in an appraisal prepared by Cushman & Wakefield dated in September, 2003 and among the records of Seller and a July, 2001 appraisal prepared by McNerney & Associates, Inc., which reports the fair market value as of the date of such report for the Kenvil, NJ Owned Real Estate.

"Assets" means the assets related to each Location, including Inventory, Owned Equipment, Accounts Receivable, Seller's right, title and interest in the Designated Executory Contracts, Intangibles, Owned Real Property, and copies of Books and Records to be transferred under this Agreement, described in particularity in Section 2 of this Agreement.

"Assumed Accounts Receivable" means all Accounts Receivable other than Excluded Accounts Receivable and shall further mean or be subject to the following conditions: (i) all charges posted to the account are proper; (ii) no account shall include attorney's fees, or other collection charges of any kind; (iii) Seller shall have no knowledge of any dispute with respect to any charge, invoice, or product sold in connection with the account, any other defense, claim or right of off-set related thereto.

"Assumed Customer Orders" means with respect to each Location, orders entered into in the ordinary course of business not yet delivered as of the Closing Date.

"Assumed Purchase Orders" means orders for Inventory that are in process on the day of Closing that have been placed in the ordinary course of each Location by Seller.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bid Deposit" has the meaning set forth in Section 2.10.

"Books and Records" means all books and records of Seller that pertain exclusively to the conduct of each Location, the ownership, use, and operation of the Assets, or the payment or performance of the Assumed Liabilities, including any such records maintained on computer.

"Closing" means the closing of the purchase of the Assets as described in Section 2.13.

"Closing Date" means the date upon which the Closing occurs hereunder.

"Designated Executory Contracts" means only those unexpired leases and executory contracts, agreements for Leased Equipment, licenses, software agreements, Assumed Purchase Orders, Assumed Customer Orders and other agreements to the extent assignment is permitted by law, as set forth for each Location on the attached Schedule 1(a) or Real Property Leases set forth on the attached Schedule 1(b).

"Employee Benefit Plan" means an employee benefit plan, within the meaning of Section 3(3) of ERISA, established and maintained by Seller.

"Equipment" means the Owned Equipment and the Leased Equipment.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Estimated Assumed Accounts Receivable Value" means Seller's good faith estimate of Actual Assumed Accounts Receivable Value based upon the amounts reflected in Seller's subsidiary accounts receivable records, maintained in a manner consistent with Seller's internal operating procedures, dated as of the close of business on the Saturday immediately prior to the Closing Date, and which is set forth for each Location on Schedule A to this Agreement, subject to the terms and conditions of the definition of Assumed Accounts Receivable set forth in this Section 1.

"Estimated Inventory Value" means Seller's good faith estimate of Actual Inventory Value based upon the prices and quantities reflected in the Stock Ledger of Seller, plus the amount of Prepaid Purchase Orders reflected in the Books and Records, all as maintained in a manner consistent with Seller's internal operating procedures, dated as of the close of business on the Saturday immediately prior to the Closing Date, and which is set forth for each Location on Schedule A to this Agreement.

"Excluded Accounts Receivable" means those Accounts Receivable as of the Closing Date which Seller has written off and which are no longer shown on its accounts receivables trial balance as current or reserved, or are otherwise excluded by reason of such receivables not falling with the terms and conditions of the definition of Assumed Accounts Receivable.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Hazardous Substance" means (i) all materials, substances, elements or compounds that are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Environmental Laws; and (ii) any hazardous waste, hazardous substance, hazardous materials (including, but not limited to, asbestos (whether or not friable), radioactive materials, petroleum and petroleum-related products, material, and substances), toxic substance, regulated substance, pollutant or contaminant as defined under any Environmental Laws or any other substance or material which is otherwise identified as "toxic" or "hazardous" under any Environmental Laws.

"Immediately Available Funds" means electronic wire transfer to an account or accounts designated by the payee.

"Intangibles" has the meaning set forth in Section 2.1.4.

"Inventory has the meaning set forth in Section 2.1.1.

"Inventory Value Difference" has the meaning set forth in Section 2.4.4.

"IP Assets" means:

The trade names "Wickes" and "Wickes Lumber" and all related brand names, trademarks (whether currently or formerly used, whether federally registered or used at common law), copyrights, packaging designs, service marks, assumed names, trade dress, applications and registrations (whether United States, foreign, state or other) for and with respect to any of the foregoing, renewals, reissues, divisions and continuations of any of the foregoing, together with all goodwill associated with any of the foregoing, together with all rights to damages, claims and payments now or hereafter receivable with respect to any of the foregoing, including all rights to sue;

Seller's computer software and other intellectual property (including, but not limited to, software manuals) related to the Seller's in-store system software, Builders Central 2000 Software, the Seller's owned and leased computer programs developed exclusively by and for the Locations.

Seller's right, title and interest in its national marketing programs.

"Leased Equipment" means the machinery, manufacturing equipment, tools, supplies, vehicles, forklifts, and other rolling stock, furniture, appliances, fixtures (including store displays, whether or not attached to the walls, floors, ceilings or any framework), and all other items of personal property which are not owned by Seller, but are used in each Location.

"Leased Real Property" means those certain parcels of land which are subject to the Real Property Leases described on the attached Schedule 1(b), together with all rights and interests appurtenant thereto and the buildings and improvements thereon.

"Location" has the meaning set forth in Recital A and is specifically limited to the Locations listed in Recital A and listed on Schedule A annexed hereto.

"Owned Equipment" means the machinery, manufacturing equipment, tools, supplies, vehicles, forklifts, and other rolling stock, furniture, appliances, fixtures (including store displays, whether or not attached to the walls, floors, ceilings or any framework), and all other items of personal property, excluding Inventory, which are owned by Seller and used at each Location, including those described for each Location on the attached Schedule 1(c).

"Owned Real Property" means those certain parcels of land legally described for each Location on the attached Schedule 1(d), together with all rights and interests appurtenant thereto and the buildings and improvements thereon.

"Person" means an individual, corporation, partnership, limited liability company, limited liability partnership, unincorporated association, trust, joint venture or other organization or entity, including a governmental entity or any department, agency or political subdivision of such entities.

"Permitted Liens" means those liens on Owned Real Property described in Section 4.5.1.

"Petition Date" has the meaning set forth in Recital B.

"Prepaid Purchase Orders" are Assumed Purchase Orders that have been prepaid by Seller.

"Purchaser's Damages" has the meaning set forth in Section 6.7.

"Real Property" means the Owned Real Property and the Leased Real Property.

"Real Property Lease" means the lease agreements for the Leased Real Property set forth on Schedule 1(b).

"Rejected Executory Contracts" means all of the executory contracts and unexpired leases relating to each Location except for the Designated Executory Contracts.

"Stock Ledger" means the perpetual inventory records at each Location which includes each Location's in-store or Woodware perpetual inventory systems and used for the purpose of determining Estimated Net Book Value and Actual Net Book Value.

"Subsidiaries" means GLC and Lumber Trademark.

"Title Commitment" has the meaning set forth in Section 4.5.1.

"Title Policy" has the meaning set forth in Section 4.5.1.

2. PURCHASE AND SALE OF ASSETS.

2.1 Purchase and Sale of Assets. On and subject to the terms and conditions set forth in this Agreement, and except as provided in Section 2.2 as to Excluded Assets, at

Closing, Seller shall sell, assign, transfer, convey, set over and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller all of the Assets, which are more fully described as follows:

2.1.1 Inventory. Subject to the provisions of Section 2.6.3, all inventory belonging or assigned to or otherwise located at each Location on hand as of the Closing Date, including raw materials, work-in-progress, tool rental inventory and finished goods ("Inventory");

2.1.2 Real Property Interests. Seller's fee interests in the Owned Real Property and Seller's interest in the Real Property Leases that are Designated Executory Contracts.

2.1.3 Equipment. All of the Owned Equipment;

2.1.4 Intangibles. Except for the IP Assets, all intangible assets, rights and claims of Seller of every kind and nature relating to the Locations including licenses, customer lists, telephone numbers, advertising and marketing programs and plans, referral relationships, business information currently used by Seller in connection with the operation of the Location, and associated corporate goodwill (the "Intangibles") (provided that to the extent such Intangibles are used and after the Closing will continue to be used in that portion of Seller's operations not conveyed to Purchaser under this Agreement, such assignment shall not be on an exclusive basis);

2.1.5 Designated Executory Contracts. All of Seller's rights under the Designated Executory Contracts. Purchaser shall be entitled at any time prior to Closing to elect not to assume any Designated Executory Contract, in which event such contract shall be deemed to be a Rejected Executory Contract hereunder. Seller shall cooperate with Purchaser and use Seller's commercially reasonable efforts to assist Purchaser to negotiate for continued use of assets subject to any Rejected Executory Contract that Purchaser designates. Purchaser shall be obligated to pay any amounts which become due under the Designated Executory Contracts from and after the Closing Date. Seller shall pay any and all cure costs relating to the assumption and assignment of the Designated Executory Contracts in such amounts as are determined by agreement between Seller and the lessor thereof, or by order of the Bankruptcy Court.

2.1.6 Books and Records. Copies of all relevant books, papers and records relating to the Assets and the operation of the Location (the "Books and Records");

2.1.7 Accounts Receivable. All of Seller's right, title and interest in the Assumed Accounts Receivable arising from or related to sales from the Location;

2.1.8 Cash on Hand. Cash on hand at each Location as of the close of business on the last business day preceding the Closing Date.

2.1.9 Insurance Benefits. The benefits of any insurance that would cover any of Purchaser's Damages with respect to which Purchaser is entitled to indemnity from Seller under Section 6.7. At Closing Purchaser shall be deemed to be made an additional insured

on all of Seller's policies of liability insurance that provide coverage to any person or organization to whom Seller is contractually obligated to provide such insurance.

2.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1, the following properties, assets and rights used in, or related to the Location (the "Excluded Assets") are excluded from the Assets and shall not be purchased by Purchaser:

2.2.1 Accounts, Notes and Certain Cash. Bank accounts, cash equivalents, notes receivable, credit card receipts and employee advances in existence on the Closing Date and cash receipts received by Seller on the last business day preceding the Closing Date.

2.2.2 Prepaids. Prepaid taxes, expenses, advances and any tax refunds arising from taxes that accrued during any period prior to Closing;

2.2.3 Insurance. Except as set forth in Section 2.1.9 or as otherwise provided in this Agreement, insurance policies, including any premium refunds in respect of such policies and claims covered by such policies arising prior to Closing;

2.2.4 Excluded Accounts Receivable. All of Seller's right, title and interest in the Excluded Accounts Receivable;

2.2.5 Books and Records. The originals of Books and Records relating to each Location for periods prior to the Closing Date (except to the extent needed by Purchaser to collect the Assumed Accounts Receivable or as otherwise agreed between Purchaser and Seller);

2.2.6 Personal Property. Those items of personal property listed and described for each Location on the attached Schedule 2.2.6;

2.2.7 Capital Leases. Any asset determined to be governed by a capitalized lease or similar other title retention agreement intended as security under generally accepted accounting principles.

2.2.8 Deposits. Deposits on account with vendors of each Location that are not applied to Prepaid Purchase Orders.

2.2.9 IP Assets. Except as otherwise provided for herein, all of Seller's right, title and interest in the IP Assets, but subject to the License as set forth in Section 4.4.

2.2.10 Rejected Executory Contracts. All of Seller's rights under the Rejected Executory Contracts, provided that notwithstanding the forgoing, the effective date of rejection for each Rejected Executory Contract shall be not less than 30 days subsequent to the Closing Date, and Seller shall afford to Purchaser the use and benefit of assets or Seller's rights that are governed by Rejected Executory Contracts until the effective date of such rejection. Such use and benefit shall be afforded to Purchaser by Seller under the conditions that Seller shall be responsible for the regular payment of rent, fees or similar charges for the period subsequent to the Closing Date and prior to the effective date of rejection (subject to a proration

credit at Closing from Purchaser to Seller as provided in Section 2.12.6), and Purchaser shall be responsible for performance, insurance, licensing, risk of injury and risk of loss associated with such Rejected Executory Contracts subsequent to the Closing Date. Purchaser shall be responsible to Seller for, and shall defend, indemnify and hold Seller harmless from and against loss, damage, liability, cost or expense (including reasonable attorneys' fees and legal expense), or diminution of value, whether or not involving a third-party claim, that shall be suffered or incurred by Seller (collectively, "Seller's Damages"), resulting or relating to claims or demands made any party or parties arising as a result of Purchaser's use, control or conduct of any assets subject to the Rejected Executory Contracts after the Closing Date, including any liability for personal injury, property damage or other harm relating to assets subject to the Rejected Executory Contracts. Purchaser covenants and agrees to deliver any assets subject to Rejected Executory Contracts to the respective lessor or owner thereof at the direction of Seller on the effective date of rejection of each such Rejected Executory Contract; and

2.2.11 Claims. All preference or avoidance claims and actions of Seller, including any such claims or actions arising under Sections 544, 547, 548, 549 and 550 of the Bankruptcy Code, insurance proceeds, claims and causes of action with respect to or arising in connection with any Excluded Assets.

2.2.12 Excluded Inventory. All inventory that is not purchased by Purchaser pursuant to the provisions of Section 2.6.3, which inventory shall be removed from each Location at Seller's expense as soon as practicable (but in no event more than 60 days) after the Closing Date.

2.3 Assumption of Liabilities. Contemporaneously with the purchase of the Assets, Purchaser shall assume the following liabilities and become obligated to perform the following obligations of Seller:

2.3.1 Current liabilities and obligations identified on the attached Schedule 2.3 and/or pursuant to Section 2.12 in the amount set forth therein;

2.3.2 Assumed Purchase Orders (except to the extent they are Prepaid Purchase Orders);

2.3.3 Assumed Customer Orders; and

2.3.4 obligations under the Designated Executory Contracts that accrue after the Closing.

The foregoing are collectively referred to as the "Assumed Liabilities". Except for (i) the Assumed Liabilities, (ii) obligations under Rejected Executory Contracts between the Closing Date and the effective date of rejection as provided in Section 2.2.10, and (iii) as otherwise specifically set forth in this Agreement, Purchaser shall not have any obligation for or with respect to any liability or obligation of Seller (such liabilities not assumed by Purchaser being hereinafter referred to as the "Excluded Liabilities"). Without limiting the foregoing, Purchaser shall not assume nor bear any responsibility of any kind whatsoever with respect to, and specifically disclaims any liability for, and Seller hereby releases and discharges Purchaser, its directors, shareholders, officers, employees, representatives, agents, attorneys and assigns from

and against any and all of the following claims which any entity had, has, or at any time may have against Seller, and the Assumed Liabilities shall not include: (a) All environmental claims related to, associated with or arising out of the ownership, operation, use or control of the Assets at any Location, or environmental conditions existing at any Location, or as a result of the operations of, the Assets at any Location, before or as of the Closing Date, whether arising under environmental laws, or in any way arising in connection with the presence, release or threatened release of Hazardous Substances at, on, to or from (i) the Assets, including, but not limited to, surface water, air, soil or groundwater thereon, thereunder or adjacent thereto or (ii) any real property at which Hazardous Substances generated by operations of the Assets were sent prior to the Closing Date; and (b) all warranty or product liability claims related to, associated with or arising out of the ownership, operation, use or control of the Assets existing on, or as a result of the operations of, the Assets, before the Closing Date.

2.3.5 Leased Equipment. For a period of thirty (30) days after Closing, Purchaser shall have the right to use the Leased Equipment, and during that period Purchaser will attempt to negotiate the lease or purchase by it of the Leased Equipment. If Purchaser is unable to so acquire the Leased Equipment or enter into leases on terms acceptable in all respects to Purchaser, then, on or prior to the effective date of rejection of each Rejected Executory Contract, Purchaser shall surrender the items of Leased Equipment for which such arrangements could not be resolved, to the applicable lessor of such items of Leased Equipment.

2.4 Purchase Price. The purchase price (the "Purchase Price") shall be determined as follows:

2.4.1 The sum of the following amounts for the various Assets comprising the Locations:

- (a) For the Assumed Accounts Receivable, the Actual Assumed Accounts Receivable Value;
- (b) For the Inventory, 95% of the Estimated Inventory Value (except for Prepaid Purchase Orders as to which the price shall be 100% of the cost of the items covered thereby), subject to adjustment as hereinafter provided;
- (c) For the Owned Equipment, Seller's Closing book value (as reflected in Seller's financial and accounting records) for such Owned Equipment;
- (d) For the Owned Real Property, the following amounts:

Bear. DE Plant	-	\$1,500,000.00
Ephrata, PA – Yard	}	
and	}	\$2,500,000.00 aggregate price
Ephrata, PA – Plant	}	
Exton, PA	-	\$2,000,000.00
Frederick, MD	-	\$3,900,000.00
Hampton, NH	-	\$1,350,000.00
Kenvil, NJ	-	\$2,100,000.00

Newtown, CT	-	\$1,300,000.00
Portland, ME	-	\$1,500,000.00
Walden, NY	-	\$1,300,000.00
(e) For goodwill, the following amounts allocated to the Locations as listed:		
Bear, DE Plant	-	\$400,000.00
Ephrata, PA (yard & plant)	-	\$400,000.00 (aggregate)
Exton, PA	-	\$300,000.00
Frederick, MD	-	\$550,000.00
Hampton, NH	-	\$400,000.00
Kenvil, NJ	-	\$400,000.00
Meredith, NH	-	\$1,250,000.00
Newtown, CT	-	\$400,000.00
Portland, ME	-	\$300,000.00
Walden, NY	-	\$200,000.00

In addition, if Purchaser actually acquires all the Locations, the amount of goodwill payable shall be increased by \$2,400,000.00.

2.4.2 In addition to the foregoing, the following adjustments shall occur: plus an amount equal to cash on hand at each Location as of the close of business on the last business day preceding the Closing Date; **minus**

2.4.3 The amount of deposits paid to Seller prior to Closing by customers for items of Inventory which are the subject of Assumed Customer Orders.

2.4.4 A positive or negative dollar-for-dollar adjustment shall be made subsequent to the Closing to the Purchase Price for the differences between the Estimated Inventory Value and the Actual Inventory Value (the "Inventory Value Difference"), as provided in Section 2.6.

2.5 Payment of Purchase Price. Purchaser shall pay to Wickes an amount equal to the Purchase Price less the Bid Deposit in Immediately Available Funds at Closing. The Purchase Price shall be adjusted after the Closing to reflect the Inventory Value Difference as provided in Section 2.6.

2.6 Purchase Price Adjustment.

2.6.1 Actual Inventory Value. On the first day following the Closing Date, or such other time mutually agreed upon by Purchaser and Seller, the Purchaser and Seller shall take a physical inventory of each Location in accordance with the inventory procedures set forth in the attached Schedule 2.6.1. The Actual Inventory Value shall be calculated as follows:

2.6.1.1 the parties shall subtract from the Estimated Inventory Value at the price at which it was reflected on the Estimated Inventory Value

(i) each item of inventory reflected on the Stock Ledger dated as of the close of business on the Saturday immediately prior to the Closing Date at Seller's moving average cost which was sold prior to Closing;

(ii) the amount of the Estimated Inventory Value that consisted of Prepaid Purchase Orders; and

(iii) Inventory reflected on the Stock Ledger that is not present when the physical inventory is taken;

2.6.1.2 the parties shall add to the Estimated Inventory Value

(i) an amount equal to Seller's cost for each item of inventory purchased subsequent to the Stock Ledger dated as of the close of business on the Saturday immediately prior to the Closing Date and present at the Location when the physical inventory is taken,

(ii) an amount equal to Seller's cost for each item of Inventory subject to a Prepaid Purchase Order on the date when the physical inventory is taken (inclusive of applicable transportation costs); and

(iii) an amount equal to Seller's net average cost reflected on the Stock Ledger dated as of the close of business on the Saturday immediately prior to the Closing Date for each item of Inventory that is present (and not already accounted for pursuant to Section 2.6.1.2(i)) at the time of the physical inventory that is in excess of the amount shown on such Stock Ledger.

2.6.1.3 the parties shall add to and include in the Actual Inventory Value the value of work-in-process and finished goods Inventory determined by Seller's cost of the raw materials reflected in the physical inventory plus the cost of labor allocated to such items based upon percentage of completion as mutually agreed upon by Seller and Purchaser at the time of the physical inventory.

The physical inventory shall not be used to attribute any discount to Actual Inventory Value for qualitative matters, including but not limited to broken, damaged, defective, discontinued or obsolete items.

2.6.2 Actual Assumed Accounts Receivable Value. Actual Assumed Accounts Receivable Value shall be determined on the Closing Date and shall be an amount equal to the face amount of the Accounts Receivable less 50% of the amount of the reserves established by Seller for Accounts Receivable that remain unpaid more than 90 days after the due date thereof or with respect to which Seller has otherwise established a reserve, in each case as reflected in Seller's accounts receivable trial balance records for each Location as of the last business day preceding the Closing Date, maintained in a manner consistent with Seller's internal operating procedures.

2.6.3 Clarification of Value of Inventory. Notwithstanding anything herein to the contrary, the Estimated Inventory Value and Actual Inventory Value shall not be more than 95% of Seller's cost for such items as shown on its Stock Ledger and Inventory records, except for Prepaid Purchase Orders, as to which such values shall be 100% of Seller's cost for the items subject thereto. The Inventory purchased by Purchaser shall exclude Inventory which is used, damaged or unmerchantable (including, without limitation, items with respect to which the shelf life has expired). For such items the parties shall attempt to negotiate a separate Inventory value so that Purchaser has the opportunity to purchase such items on a negotiated basis. Seller maintains Owens Corning vinyl siding Inventory at some of its Locations and such siding will be deemed unmerchantable for purposes hereof and excluded from the Inventory purchased by Purchaser.

2.7 Disputes. If the parties are unable to agree upon the calculation of the Actual Inventory Value or the Actual Assumed Accounts Receivable Value, then the parties shall negotiate in good faith in an effort to resolve such objections. If the parties are unable to resolve any such objections within ten (10) business days after the physical inventory, then undisputed amounts shall be paid in accordance with the procedures set forth in Section 2.8 and the issues in dispute shall be submitted to the Bankruptcy Court for resolution.

2.8 Post Closing Payment of Inventory Value Difference. On the twentieth (20) day following the Closing Date, except to the extent that the parties are unable to resolve their differences with respect to the calculation of the Actual Inventory Value, Seller and Purchaser shall make the following adjustments to Purchase Price:

2.8.1 Payment to Seller; Replenishment of Bid Deposit. In the event that the Actual Inventory Value, as determined in accordance with Section 2.6, is greater than the Estimated Inventory Value, then (i) Purchaser and Seller shall jointly instruct the Title Company to release to Seller, in Immediately Available Funds, an amount equal to the Inventory Value Difference, and (ii) within two (2) business days thereafter, Purchaser shall deposit with the Title Company in Immediately Available Funds an amount equal to the Inventory Value Difference (which additional deposit shall be deemed to constitute a portion of the Bid Deposit for purposes of this Agreement and the Deposit Agreement). If the amount of Bid Deposit is insufficient to satisfy the Inventory Value Difference, then Purchaser shall pay directly to Seller in Immediately Available Funds on the same date as the Bid Deposit is released to Seller pursuant to this Section, the unpaid remaining Inventory Value Difference to Seller.

2.8.2 Payment to Purchaser. If the Estimated Inventory Value is greater than the Actual Inventory Value, then Purchaser and Seller shall jointly instruct the Title Company to release to Purchaser, in Immediately Available Funds, an amount equal to the Inventory Value Difference. If the amount of Bid Deposit is insufficient to satisfy the Inventory Value Difference, then Seller shall pay directly to Purchaser in Immediately Available Funds on the same date as the Bid Deposit is released to Purchaser pursuant to this Section, the unpaid remaining Inventory Value Difference.

2.9 Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets by Purchaser and Seller within ninety (90) calendar days following the Closing Date, or such later date as the Purchase Price, as adjusted, is determined in accordance with

Section 2.4, subject to the following: (i) such allocation shall be reflected in the Tax returns (including, but not limited to, Internal Revenue Service Form 8594) that are filed by Purchaser and the Seller in accordance with Section 1060 of the Code (and any similar provision of state or local law, as appropriate), with such adjustments as may be necessary pursuant to Section 2.6 hereof; and (ii) Purchaser and the Seller agree to treat and report in filings under the Code (and any state or local law, as appropriate) (and, if necessary, to cause each of their respective Affiliates to so treat and report) the transactions contemplated by this Agreement in a manner consistent with one another.

2.10 Bid Deposit. On the date of this Agreement, Purchaser shall pay Two Million Eight Hundred Twenty Thousand Dollars (\$2,820,000.00) (the "Bid Deposit") directly to First American Title Insurance Company, as escrow agent (the "Title Company") pursuant to an escrow agreement among Wickes, Purchaser and the Title Company in the form attached to this Agreement as Exhibit 2.10 (the "Deposit Agreement"). The Bid Deposit shall be applied and transferred to the parties only for the purposes and in the manner set forth in this Section 2.10.

2.10.1 The Bid Deposit shall be transferred to Purchaser upon the rightful termination of this Agreement by Purchaser under Section 6.6.2;

2.10.2 The Bid Deposit shall be transferred to Wickes upon the wrongful termination of this Agreement by Purchaser or if Purchaser defaults on its obligation to consummate the transactions contemplated herein;

2.10.3 At the Closing no portion of the Bid Deposit shall be wire transferred to Wickes in partial payment of the Purchase Price. The Bid Deposit shall be applied solely as provided in Sections 2.10.4, 2.10.5 and 2.10.6;

2.10.4 Some or all of the remaining Bid Deposit as the case may be shall be transferred to Seller or Purchaser toward payment or refund of the Inventory Value Difference in accordance with their joint instructions delivered pursuant to Section 2.8;

2.10.5 Any portion of the Bid Deposit remaining after application in accordance with Section 2.10.4 shall be used, at the parties joint direction to satisfy the prorations, if any, not capable of being made at Closing, on or before the forty-fifth (45) day following the Closing; and

2.10.6 Any portion of the Bid Deposit remaining after application in accordance with Section 2.10.5, shall be wire transferred to Wickes on the forty fifth (45) day following the Closing unless a dispute under Section 2.7 remains unresolved, in which event the remaining Bid Deposit shall continue to be held in escrow until further order of the Bankruptcy Court.

2.11 Employee Matters.

2.11.1 Employee Matters. Subsequent to the entry of the Approval Order, Purchaser shall have the right to interview Seller's employees who are employed in connection with each Location. Purchaser shall make offers of employment to a sufficient number of the employees at each Location of Seller who are not seasonal or part-time employees

on terms and conditions to be determined by Purchaser in its sole discretion, so as not to trigger any obligations on the part of Seller under the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar state or local laws with respect to mass layoffs or similar events (the "WARN Act"). Nothing herein shall obligate Purchaser to employ any such Seller's employees for any particular length of time following the Closing Date. Purchaser agrees to indemnify, and hold Seller and its successors harmless from or against, any and all Seller's Damages which Seller may incur in connection with any suit or claim of violation brought against Seller under the WARN Act or any similar state or foreign law, which relates to transactions effected hereunder, or any other action taken by Buyer on or after the Closing Date.

2.11.2 Certain Responsibilities. Immediately prior to Closing, Seller will terminate the employment of all employees at each Location who have accepted Purchaser's offer of employment, and all obligations in connection with such employees arising prior to the Closing and compliance with all employment laws applicable prior to the Closing shall be the responsibility of Seller (all of which are Excluded Liabilities), including paying all compensation, bonuses, commissions, payroll taxes and accrued vacation, COBRA benefits (if and to the extent Seller maintains any health insurance plans after the Closing), accrued sick pay due and payable through the Closing Date, and other employee benefits or obligations of any kind which accrue prior to the Closing Date. Seller may issue final pay checks to employees at each Location in the ordinary course of business in arrears.

2.12 Prorations and Other Payment Obligations.

2.12.1 Ad Valorem Taxes. Ad valorem taxes on the Real Property and personal property Assets being sold hereunder shall be prorated between the Seller and Purchaser as of the Closing Date. All obligations due in respect of periods prior to the Closing Date shall be the obligations of Seller and all obligations due in respect of periods after the Closing Date shall be the obligation of Purchaser. If in favor of Purchaser, the net proration credit shall be a credit against the Purchase Price due at Closing. If in favor of Seller, the net proration credits shall be added to the Purchase Price due at Closing. If Seller is obligated under any Real Property Lease to pay ad valorem taxes on the applicable Leased Real Property, such ad valorem taxes shall be paid and prorated on the basis and in the manner set forth above, provided, however, if Seller has deposited payments of accrued ad valorem taxes with the landlord pursuant to any Real Property Lease, then Seller shall receive a proration credit in that amount. If the tax rate for the current year is not established by the Closing Date, the proration of taxes shall be upon the most recent tax bill. In the event any penalties or interest on account of unpaid taxes cannot be determined as of the Closing Date, the parties shall reprorate for such penalties or interest on the eleventh day following the Closing Date. Except for the reproration set forth in the immediately preceding sentence, all such prorations shall be final as of Closing.

2.12.2 Utilities. Final readings for all utilities, including water and sewer charges, as well as propane gas, electric and telephone charges, utilized in relation to the Assets subsequent to the Petition Date shall be made on or before the Closing Date, and Seller shall arrange and obtain final billings of such utilities to close of business on the Closing Date. If, for reasons beyond Seller's reasonable control, it is not possible to obtain final utility readings prior to the Closing Date, utilities shall be prorated as of the close of business on the Closing Date based upon the most recently available bills. Cash deposits with utilities shall be the property of

Seller and refundable to Seller unless the parties agree in their mutual discretion in any instance that Seller shall assign to Purchaser any such deposit at Closing, in which event Seller shall receive a proration credit in such sum. All such prorations shall be final as of Closing.

2.12.3 Closing Costs. At or prior to Closing, Seller shall pay the costs of the title insurance policies in Section 4.5 and Seller and Purchaser shall each pay at Closing one-half of any escrow or agency fees incurred with the Title Company.

2.12.4 State and Local Transfer Taxes. In accordance with Section 1146(c) of the Bankruptcy Code, the making or delivery of any instrument to evidence, effectuate, or perfect the rights, transfers, and conveyances contemplated by this Agreement shall be in contemplation of a plan or plans of reorganization to be confirmed in the Bankruptcy Case and, as such, shall be free and clear of any and all Taxes and any such instrument may, at the request of Purchaser, contain an endorsement to that effect. In the event that, notwithstanding the foregoing, any state or local transfer, taxes are assessed on the transfer of the Assets to Purchaser, such Taxes shall be paid by Seller, and Seller shall complete and file all returns associated therewith. Such obligations shall survive the Closing.

2.12.5 Rents. All rents and other tenant charges and credits accruing under the Real Property Leases shall be prorated as of the Closing Date based on the monthly period for which the lease payments with respect thereto are or have been paid.

2.12.6 Rejected Executory Contracts. Rent, fees or similar charges incurred by Seller pursuant to Section 2.2.10 for the period subsequent to the Closing Date and prior to the effective date of rejection for Rejected Executory Contracts to the extent (i) Purchaser derives any benefit from any such contract or otherwise utilizes the property or services that are the subject thereof and (ii) the amount of such rent, fees or similar charges are reasonably determinable shall be prorated as of the Closing Date and credited to Seller and shall in any event be prorated and credited to Seller no later than the date provided in Section 2.10.5.

2.13 The Closing.

2.13.1 Closing. The Closing of the purchase and sale of the Locations shall take place two (2) business days after the later of:

2.13.1.1 The date on which all conditions to the Closing set forth in Section 5 have been satisfied or waived (other than (i) those conditions that are waived at Closing, and (ii) the entry of the Approval Order); and

2.13.1.2 The second business day after the date of the entry of the Approval Order;

2.13.2 Location of Closing. The Closing shall take place at the offices of Schwartz, Cooper, Greenberger & Krauss, Chtd., in Chicago, Illinois.

2.13.3 Closing Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

2.13.3.1 A Bill of Sale in substantially the form attached to this Agreement as Exhibit 2.13.3.1, executed by Seller, conveying the Assets (other than the Designated Executory Contracts, Owned Real Property and titled vehicles);

2.13.3.2 A Quitclaim Deed for each parcel of the Owned Real Property in substantially the form attached to this Agreement as Exhibit 2.13.3.2 conveying each parcel of the Owned Real Property to Purchaser or its permitted assignee as hereinafter provided;

2.13.3.3 An Assignment of Leases in substantially the form attached to this Agreement as Exhibit 2.13.3.3 assigning each of the Real Property Leases that are Designated Executory Contracts to Purchaser, executed by Seller and, in the case of the lease for the Meredith, NH Location, by GLC;

2.13.3.4 An Assignment and Assumption Agreement in substantially the form attached to this Agreement as Exhibit 2.13.3.4 for the Assumed Liabilities, including without limitation, the Designated Executory Contracts, executed by Seller;

2.13.3.5 Seller shall execute and deliver such other documents and instruments as may be reasonably required by the Title Company to Close this transaction;

2.13.3.6 If available to Seller at Closing, all titles to all titled vehicles owned by Seller and comprising part of the Assets, executed or endorsed by Seller (and if not available at Closing, Seller shall deliver such titles to Purchaser no later than the eleventh business day following the Closing);

2.13.3.7 Each Title Policy (or signed "mark-up") issued pursuant to each Title Commitment described in Section 4.5.1;

2.13.3.8 Evidence reasonably satisfactory to Purchaser that the sublease by GLC to Seller of the Meredith, NH Location has been terminated with no liability to Purchaser;

2.13.3.9 All documents required to be delivered at Closing by Seller, as the case may be, pursuant to Section 5.1.

2.13.4 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered to Seller:

2.13.4.1 The payments of Immediately Available Funds described in Section 2.5;

2.13.4.2 An Assignment of Leases in substantially the form attached to this Agreement as Exhibit 2.13.3.3 for each of the Real Property Leases that are Designated Executory Contracts, executed by Purchaser;

2.13.4.3 An Assignment and Assumption Agreement in substantially the form attached to this Agreement as Exhibit 2.13.3.4 for the Assumed Liabilities, including without limitation, the Designated Executory Contracts, executed by Purchaser;

2.13.4.4 Purchaser's payment for its share of the obligations described in Section 2.11 to the extent payable at Closing; and

2.13.4.5 All documents required to be delivered at Closing by Purchaser pursuant to Section 5.2.

3. REPRESENTATIONS AND WARRANTIES.

3.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that the following statements are true and correct on the date of this Agreement:

3.1.1 Corporate Organization and Standing of Seller. Other than as a result of Wickes' filing the Petition, Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.1.2 Corporate Authorization. Subject to the Bankruptcy Court's entry of the Approval Order with respect to Wickes, all corporate action on the part of each Seller and its directors and shareholders necessary for the authorization, execution, delivery and performance by each Seller of this Agreement and the consummation of the transactions contemplated by this Agreement has been taken. This Agreement has been duly executed and delivered by each Seller and is a valid and binding obligation of each Seller, enforceable in accordance with its terms, subject to entry of the Approval Order with respect to Wickes.

3.1.3 No Conflict. Subject to the Bankruptcy Court's entry of the Approval Order or otherwise provided in applicable bankruptcy law with respect to Wickes, neither the execution and delivery of this Agreement by each Seller nor the consummation of the transactions contemplated by this Agreement will (a) conflict with or result in a breach of any provision of any Seller's articles of incorporation or bylaws, (b) subject to the expiration or early termination of the waiting period (and any extension thereof) under the Hart-Scott Rodino Antitrust Improvements Act of 1976 as amended (the "HSR Act"), if applicable to the transactions contemplated by this Agreement, conflict with any existing provision of applicable law or any existing order, rule, regulation, judgment or decree of any court, arbitrator or agency of government, (c) violate, be in conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under (or give rise to any right of termination, cancellation or acceleration) any of the terms, conditions or provisions of any agreement, instrument or writing to which Seller is a party, or by which any Seller or any of the Assets may be bound, except for such default (or right of termination, cancellation or acceleration) which will be cured by satisfaction of the underlying obligations on or before the Closing Date or will be waived on or before the Closing Date, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to any Seller or any of the Assets or the Location upon entry of the Approval Order.

3.1.4 Title and Condition of Assets

3.1.4.1 The sole Asset owned by GLC is the leasehold interest in the Leased Real Property at Meredith, NH, which is subleased to Wickes on the same terms and conditions as are contained in the lease under which GLC is a tenant. The sole Asset owned by

Lumber Trademark is the Flying "W" trademark. (Registration numbers 699, 239 710, 785 1,031,074) which it licenses to Wickes.

3.1.4.2 Title to the Assets except for the Owned Real Property shall be transferred to Purchaser free and clear of all Encumbrances other than the Assumed Liabilities. "Encumbrance" shall mean any claim, judgment, license, lease, sublease, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, right of way, encroachment, building or use restriction, conditional sales agreement, title retention agreements which are intended as security, capitalized leases under generally accepted accounting principles, encumbrances or other rights of third parties, whether voluntarily incurred or arising by operation of law, and includes, without limitation, any agreement to give any of the foregoing in the future, any contingent sale or other title retention agreement or lease in the nature thereof, and any "claim", "lien", or "security interest" as those terms are defined in the Bankruptcy Code.

3.1.4.3 Title to the Owned Real Property shall be sold free and clear of all Encumbrances except for zoning, building and use restrictions and Permitted Liens.

3.1.4.4 Seller is not a "Foreign Person" within the meaning of Section 1445 of the Code disposing of a United States real property interest within the meaning of Section 897(c) of the Code.

3.1.4.5 To Seller's knowledge, Seller is not currently interfering and has not interfered with, infringed upon or misappropriated any rights of third parties as a result of its use of the IP Assets. Schedule 3.1.4.5 identifies each registered trademark, registered service mark, registered trade name, corporate name or Internet domain name, material proprietary computer software item, and registered copyright included in the IP Assets.

3.1.4.6 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EXCEPT AS PROVIDED IN SECTION 3 HEREOF, IT IS UNDERSTOOD AND AGREED THAT SELLER AND ITS REPRESENTATIVES AND/OR AGENTS HAVE NOT MADE AND ARE NOT NOW MAKING, AND THEY SPECIFICALLY DISCLAIM, ALL WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO (i) MATTERS OF TITLE (OTHER THAN SELLER'S LIMITED WARRANTY OF TITLE SET FORTH IN THE DEED AND ANCILLARY CONVEYANCE DOCUMENTS TO BE DELIVERED AT CLOSING), (ii) ENVIRONMENTAL MATTERS RELATING TO THE REAL PROPERTY OR ANY PORTION THEREOF, (iii) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER, AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (iv) WHETHER, AND THE EXTENT TO WHICH, THE REAL PROPERTY OR ANY PORTION THEREOF ARE AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (v) DRAINAGE, (vi) SOIL

CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING, (vii) ZONING TO WHICH THE REAL PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (viii) THE AVAILABILITY OF ANY UTILITIES TO THE REAL PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (ix) USAGES OF ADJOINING PREMISES, (x) ACCESS TO THE REAL PROPERTY OR ANY PORTION THEREOF, (xi) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE REAL PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE REAL PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE REAL PROPERTY OR ANY PORTION THEREOF, (xii) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE REAL PROPERTY, (xiii) THE CONDITION OR USE OF THE REAL PROPERTY OR COMPLIANCE OF THE REAL PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, CODES OR OTHER SIMILAR LAWS, (xiv) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (xv) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE REAL PROPERTY, (xvi) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE REAL PROPERTY, (xvii) THE MERCHANTABILITY OF THE REAL PROPERTY OR FITNESS OF THE REAL PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE REAL PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE REAL PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE), OR (xviii) TAX CONSEQUENCES.

3.1.4.7 PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ITS REPRESENTATIVES OR ANY OF THEIR RESPECTIVE AGENTS, AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE, EXCEPT AS SET FORTH IN SECTION 3 HEREOF. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, WHICH MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE REAL PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE REAL PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SUBPARAGRAPH IS SUBJECT TO

THE REPRESENTATIONS, WARRANTIES AND COVENANTS (WHICH SURVIVE CLOSING) OF SELLER CONTAINED HEREIN OR IN THE CLOSING DOCUMENTS.

3.1.4.8 UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT TITLE TO THE ASSETS OTHER THAN REAL PROPERTY AS IS, WHERE IS, WITH ALL FAULTS (EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS SECTION 3), AND WITHOUT ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER.

3.1.5 Contracts. Accurate and complete copies of all Designated Executory Contracts have been delivered or made available to Purchaser.

3.1.6 Labor Matters. Seller has no union contracts or collective bargaining agreements with, or any other obligations to, employee organizations or groups.

3.1.7 Notice. Seller has or will give notice of its intent to sell the Assets to all parties entitled to such notice under Bankruptcy Rule 2002, including without limitation all parties owning, claiming or asserting an Encumbrance in or to any of the Acquired Assets.

3.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that the following statements are true and correct on the date of this Agreement and will be true and correct on the Closing Date as though made on such date:

3.2.1 Organization and Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey.

3.2.2 Power and Authority. Purchaser has the corporate power and authority to enter into, execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

3.2.3 Corporate Authorization. All corporate action on the part of Purchaser, and its directors and shareholders necessary for the authorization, execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated by this Agreement has been taken.

3.2.4 Binding and Enforceable Agreement. This Agreement has been duly executed and delivered by Purchaser and is a valid and binding agreement of Purchaser, enforceable in accordance with its terms.

3.2.5 Consents. Except as provided in clause (b) of Section 3.2.6, all consents, approvals, qualifications, licenses, orders or authorizations of, or filings with, any governmental authority required in connection with Purchaser's valid execution, delivery or performance of this Agreement have been obtained, given or made.

3.2.6 No Conflict. Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated by this Agreement will

(a) conflict with or result in a breach of any provision of Purchaser's articles of incorporation or bylaws, (b) subject to the expiration or early termination of the waiting period (and any extension thereof) under the HSR Act, if applicable to the transactions contemplated by this Agreement, conflict with any existing provision of applicable law or any existing order, rule, regulation, judgment or decree of any court, arbitrator or agency of government, (c) violate, be in conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under (or give rise to any right of termination, cancellation or acceleration) any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Purchaser is a party, or by which Purchaser may be bound, except for such default (or right of termination, cancellation or acceleration) as to which requisite waivers or consents shall either have been obtained by Purchaser prior to Closing or the obtaining of which shall have been waived by Seller, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Purchaser.

4. COVENANTS.

4.1 Preservation of Business. Seller shall, until Closing:

4.1.1 Use commercially reasonable efforts to operate each Location in the ordinary and usual course, consistent with past practices;

4.1.2 Use commercially reasonable efforts to maintain the Assets and the Real Property in their present state of repair, order and condition, reasonable wear and tear excepted; and

4.1.3 Not sell, lease, or otherwise transfer or dispose of any material Assets, or any interest therein, other than transfers and dispositions, including the sale of Inventory and manufactured products made in the ordinary course of business.

4.2 Retention of and Access to Books and Records.

4.2.1 Purchaser agrees to retain any Books and Records delivered to Purchaser for a period of seven (7) years after the Closing Date. Purchaser shall permit Seller (or its successors) and its Representatives to inspect and copy, at Seller's (or such successor's) sole expense, any of the Books and Records at any time during normal business hours, upon reasonable advance notice.

4.2.2 After the seven-year period referred to in Section 4.2.1, Purchaser shall provide not less than thirty (30) nor more than sixty (60) days notice to Seller (or its successors, if previously identified by notice to Purchaser) prior to any proposed destruction or disposition of any of the Books and Records. Any such notice shall identify with reasonable specificity the Books and Records to be destroyed or disposed of and the date on which such destruction or disposition will occur. If the recipient of any such notice wishes to obtain any of the Books or Records to be destroyed or disposed of, it may do so by giving notice to Purchaser at any time prior to the scheduled date for destruction or disposition. All out-of-pocket costs of delivering any such Books and Records to a requesting party shall be paid by such party.

4.3 Reasonable Access to Records and Certain Personnel. As long as the Case is pending, (i) Purchaser shall permit Seller's counsel and other professionals employed in the Case reasonable access to the Books and Records (whether in documentary or data form) for the purpose of the continuing administration of the Case (including, without limitation, the pursuit of any avoidance, preference or similar action), which access shall include (a) the right to copy, at Seller's expense, such documents and records as they may request in furtherance of the purposes described above, and (b) Purchaser's copying and delivering to Seller or its professionals such documents or records as they may request, but only to the extent Seller or its professionals furnishes Purchaser with reasonably detailed written descriptions of the materials to be so copied and Seller reimburses Purchaser for the reasonable costs and expenses thereof, and (ii) Purchaser shall provide Seller and such professionals (at no cost to Seller) with reasonable access during regular business hours to various personnel to whom Seller may need continued access post-Closing to assist Seller in the continuing administration of the Case, provided that such access does not unreasonably interfere with Purchaser's normal business operations.

4.3.1 Seller shall until 90 days after Closing give to Purchaser and to its accountants, counsel and other representatives reasonable access during normal business hours to the properties, books, records, officers, directors and employees of Seller and shall furnish promptly to Purchaser, upon written request, (a) a copy of each report, notice, return or other document filed or received by, or on behalf of, Seller relating to the Assets or the Location and, (b) all other information pertaining to the Location, the Assets, and operations and personnel of Seller related thereto as Purchaser may reasonably request.

4.3.2 Insurance. To the extent Purchaser has the right by operation of law to any insurance of Seller subsequent to Closing, Seller shall cooperate with Purchaser to provide Purchaser with the benefits of such insurance by assigning such benefits to Purchaser.

4.4 Transition Use and Services; License.

4.4.1 Purchaser shall have the right to use Seller's in-store software used internally by Seller to maintain operations of the Location and "Wickes" signage at each Location for a period of one hundred fifty (150) days after the Closing Date free of charge (such period of use is hereinafter referred to as the "Transition Period"). Seller shall have no obligation to maintain software support or maintenance of any kind during the Transition Period. At the end of the Transition Period, the Purchaser shall remove the in-store software and signage from the Location and, at the option of Seller, destroy the same or return it to Seller at Seller's cost.

4.4.2 Seller hereby grants to Purchaser a non-exclusive, non-transferable, royalty-free limited license for the in-store software during the Transition Period. Purchaser shall not cause or permit the following: (i) the reverse engineering, disassembly or decompilation of the in-store software, or (ii) the in-store software to be used by, or disclose all or any part of the in-store software, to any other person. The copyright, patent, and all other intellectual property rights in the in-store software are and shall remain the property of Seller.

4.4.3 Except as specifically provided herein or as may be otherwise agreed in writing by Seller and Purchaser, as of the Closing Date, all data processing,

accounting, insurance, banking, legal, communications, and other services and products provided by Seller in respect of the Location and the Assets, and any prior agreements or understandings (written or oral) with respect thereto, shall terminate and Purchaser shall not be entitled to any on-going benefit thereof.

4.4.4 Seller hereby grants to Purchaser a non-exclusive, non-transferable, royalty-free, limited license for the use during the Transition Period of the trade names "Wickes" and "Wickes Lumber" and related brand names solely in the areas in which the Locations are located.

4.4.5 Lumber Trademark hereby grants to Purchaser a non-exclusive, non-transferable, royalty-free, limited license for the use during the Transition Period of the Flying "W" trademark solely in the areas in which the Locations are located.

4.5 Title Commitments and Surveys.

4.5.1 At least ten (10) business days prior to Closing, Seller shall deliver to Purchaser or its affiliate for each parcel of Owned Real Property, a current title commitment ("Title Commitment") from First American Title Insurance Company ("Title Company") to issue an ALTA owner's title policy of title insurance insuring Purchaser's fee interest in the Owned Real Property in the amount of its Appraised Value ("Title Policy") showing only exceptions to title acceptable to Purchaser ("Permitted Liens"), copies of all documents of record referred in such Title Commitment, and a current ALTA/ACSM survey in form reasonably acceptable to Purchaser. The cost of the survey and fee premiums due for the title insurance issued at Closing shall be Seller's obligation.

4.5.2 Within three (3) business days of receipt by Purchaser, Purchaser or its affiliate shall acknowledge in writing that it has received and reviewed each such Title Commitment and survey and set forth each objection to title not acceptable to Purchaser or its affiliate.

4.5.3 If there exists on any such title Commitment any good faith exceptions that are not Permitted Liens that Seller does not agree to remove at Closing or insure against within five (5) days following notice of such exceptions by Purchaser to Seller [or if a survey shall disclose such matters that render title unmarketable, Purchaser may elect, either:

4.5.3.1 by written notice to Seller on or before Closing, to not consummate the transactions contemplated hereto with respect only to such Location at which the Owned Real Property is located which is the subject of such unresolved title objection and survey defects, in which event, with respect only to such Location (i) this Agreement, as it applies to such Location, shall be terminated and of no further force and effect and (ii) this Agreement shall continue in full force and effect with respect to any Location that is not the subject of such unresolved title objections. If Purchaser's unresolved title objections and survey defects apply to each Location that is the subject of this Agreement, then the Bid Deposit and all interest accrued thereof shall be returned to Purchaser and neither of the parties hereto shall have any rights or obligations to the other hereunder except any obligations that expressly survive the termination of this agreement; or

4.5.3.2 consummate the transactions contemplated hereby subject to such additional exceptions and proceed to Closing without abatement of the Purchase Price.

4.5.4 If required by Title Company, Seller agrees to execute, acknowledge and deliver a standard and customary owner's title affidavit at Closing and such other authority documents or other customary title clearance documents as Title Company or Purchaser may reasonably request.

4.5.5 At the Closing, Seller shall deliver to the title company the returns, questionnaires, certificates, affidavits and other documents required in connection with the payment (or non-payment) of any real property transfer taxes and other similar taxes and fees imposed by the state, county or municipality in which the Owned Real Property is located in connection with the transactions contemplated hereby (collectively, the "Real Estate Tax Returns"). If the procedures required by the state, county, or municipality require that any Real Estate Tax Returns be filed, reviewed or approved prior to the Closing Date, Purchaser and Seller shall complete, sign and swear to the Real Estate Tax Returns and deliver the same to the Title Company for delivery to the appropriate authority sufficiently in advance of the Closing Date so as to permit the sale contemplated hereby to be consummated by the Closing Date.

4.5.6 Seller and Purchaser shall enter into a closing statement at closing setting forth all closing credits and proration and Seller and Purchaser shall enter into any and all customary conveyance and closing documents as are reasonable and appropriate for the closing transactions.

4.6 Bidding Procedures and Approval Order.

4.6.1 **Bidding Procedures.** Promptly following execution of this Agreement, Wickes shall file with the Bankruptcy Court a motion, notices and a proposed order, as may be appropriate, the form of which shall have been reviewed and approved by Purchaser (the "Bidding Procedures Motion"), seeking the approval of the form of this Agreement, the bidding procedures (including matters relating to bid protection and the payment of a breakup fee to Purchaser if it is not the successful bidder for the Assets) and auctioning of the Assets and authorizing the observance and performance of such terms by Wickes and Purchaser during the pendency of the Bankruptcy Case, subject to Wickes' duties to its creditors and the bankruptcy estate. Purchaser's obligations hereunder shall be subject to the entry by the Bankruptcy Court of an order granting the Bidding Procedures Motion (or a motion that is consistent in all material respects with the Bidding Procedures Motion.)

4.6.2 **Approval Order.** Promptly following the auction referenced in Section 4.6.1, if Purchaser is the successful bidder for the Assets, Wickes shall seek approval from the Bankruptcy Court of an order (the "Approval Order") which (i) approves the sale of the Assets to Purchaser on the terms and conditions set forth in this Agreement and authorizes Seller to proceed with the transactions herein contemplated, (ii) includes a specific finding that Purchaser is a good faith purchaser of the Assets and is entitled to the protection afforded by Section 363(m) of the Bankruptcy Code, (iii) states that the sale of the Assets to Purchaser shall be free and clear of all Encumbrances whatsoever (except as expressly provided in this Agreement), and (iv) approves Seller's assumption and assignment to Purchaser of the

Designated Executory Contracts pursuant to Section 365 of the Bankruptcy Code. The form of the Approval Order shall be in a form and substance reasonably acceptable to Purchaser.

4.6.3 Taking of Necessary HSR Act Action.

4.6.3.1 If the HSR Act is applicable to the transactions contemplated by this Agreement, each of Purchaser and Seller shall (i) as soon as practicable after the entry by the Bankruptcy Court of an order granting the Bidding Procedures Motion (or a motion that is consistent in all material respects with the Bidding Procedures Motion), file such applications, notices and requests as may be required or advisable to be filed by it pursuant to the HSR Act in connection with the transactions contemplated hereby, (ii) furnish each other with copies of all documents and correspondence (A) prepared by or on behalf of it for submission to any governmental authority and (B) received by or on behalf of it from any governmental authority, in each case in connection with the transactions contemplated hereby, and (iii) consult with and keep each other informed as to the status of such matters. To the extent that any application, notice or request so filed by a party contains any significant information relating to the other party hereto or any of its affiliates, prior to submitting such application, notice or request to any governmental authority, the party making the filing will permit the other party to review such information and will consider in good faith the suggestions of such party with respect thereto. A party shall have the right to approve any such information that relates to such party, its affiliates or the Assets (which approval shall not be unreasonably withheld).

4.6.3.2 If the HSR Act is applicable to the transactions contemplated by this Agreement, at the Closing Seller shall reimburse Purchaser for the HSR filing fee by crediting such fee against the Purchase Price.

4.6.3.3 Each of Purchaser and Seller shall cooperate with each other in the preparation and filing with any governmental authority of any applications, notices and responses to requests for additional information from governmental authorities including, without limitation, the filing by Seller with the appropriate New Jersey government authority of a non-applicability affidavit with respect to the Kenil, New Jersey Location. Without limiting the foregoing, Seller shall provide such information as Purchaser may reasonably request for inclusion in such applications, notice and responses.

5. CONDITIONS TO OBLIGATIONS OF PURCHASER AND SELLER.

5.1 Conditions to Obligations of Purchaser. Notwithstanding any other provision of this Agreement, the obligation of Purchaser to purchase the Assets is subject to the satisfaction or waiver in writing, on or before the Closing Date, except as specifically set forth hereafter, of the following conditions:

5.1.1 Representations and Warranties; Covenants. All representations and warranties of Seller contained in this Agreement and in the certificates and other instruments delivered by Seller to Purchaser in connection with this Agreement shall be true and correct in all material respects at and as of the Closing Date as though made at and as of such time, and Seller shall have performed and complied with all material covenants, obligations

and conditions required by this Agreement to be performed or complied with prior to or on the Closing Date;

5.1.2 Approval Order and Other Consents. The Approval Order shall have been entered by the Bankruptcy Court, it shall not have been rescinded, and no stay pending appeal shall be pending. All permits, approvals, authorizations and consents of governmental bodies (including the expiration or early termination of the waiting period and (any extension thereof) under the HSR Act) or third parties (including without limitation any applicable shareholder consent) necessary for the consummation of the transactions contemplated herein shall have been obtained.

5.1.3 Quitclaim Deeds/Assignment and Assumption Agreement. Seller shall have executed, acknowledged and delivered to Purchaser the Quitclaim Deeds for the Owned Real Property conveying the Owned Real Property to Purchaser free and clear of all Encumbrances except Permitted Liens and the Assignment and Assumption Agreement described in Section 2.13.3.4.

5.1.4 Damage to or Destruction of the Assets. Seller shall bear all risk of loss with respect to the Assets prior to the Closing Date. Seller agrees to continue to carry or cause to be carried to the Closing Date the insurance coverage which is presently carried relating to the Assets. In the event of any damage to or loss or destruction of an Asset (other than normal wear and tear) (a "Loss") between the date of this Agreement and the Closing Date, (i) Purchaser shall not be entitled to terminate this transaction, and (ii) the Purchase Price shall be reduced by an amount equal to the estimated cost to repair or restore the Asset to substantially its condition immediately prior to the occurrence of such Loss (to the extent, if any, that Seller has not completed such repair or restoration). The estimated cost to repair or restore the Asset to substantially its condition immediately prior to the occurrence of such Loss shall be agreed to by Seller and Purchaser or, if they are unable to agree, shall be determined by an independent, qualified insurance adjuster selected by the parties (or, if they are unable to agree on such selection, one appointed by the Bankruptcy Court upon application by either party). Seller shall be entitled to retain any insurance proceeds paid or payable on account of such Loss.

5.1.5 Documents of Transfer. Seller shall have provided to Purchaser the Closing deliveries set forth in Section 2 and any documents necessary to transfer ownership of the Assets to Purchaser, free and clear of all Encumbrances except as provided in Section 3.1.4.

5.2 Conditions to Obligations of Seller. Notwithstanding any other provision of this Agreement, the obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver in writing, on or before the Closing Date, of the following conditions:

5.2.1 Representations and Warranties; Covenants. All representations and warranties of Purchaser contained in this Agreement and in the certificates and other instruments delivered by Purchaser to Seller in connection with this Agreement shall be true and correct in all material respects at and as of the Closing Date as though made at and as of such time, and Purchaser shall have performed and complied with all material covenants,

obligations and conditions required by this Agreement to be performed or complied with by Purchaser prior to or on the Closing Date.

5.2.2 Approval Order; HSR Act. The Approval Order shall have been entered by the Bankruptcy Court, its shall not have been rescinded, and no stay pending appeal shall be pending. The waiting period (and any extension thereof) under the HSR Act shall have expired or been terminated.

5.2.3 Purchase Price. Purchaser shall have paid to Seller the amounts to be paid at Closing pursuant to Section 2.5 hereof.

6. MISCELLANEOUS.

6.1 Further Assurances. Seller and Purchaser will, from time to time on or after the Closing Date, execute and deliver to the other parties all such further assignments, endorsements and other documents as Purchaser or Seller, as the case may be, reasonably requests in order to complete the transactions contemplated by this Agreement.

6.2 Amendments and Waivers. The provisions of this Agreement may be amended only by the written agreement of all of the parties to this Agreement. Any waiver, permit, consent or approval of any kind or character on the part of any party of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing.

6.3 Assignment. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. No assignment of this Agreement shall release the assigning party from its obligations under this Agreement. Notwithstanding anything herein to the contrary and subject to the immediately preceding sentence, Purchaser may assign its right to purchase any of the Owned Real Property hereunder to an entity in which either (i) Purchaser owns not less than fifty-one (51%) percent of the ownership interests therein, or (ii) Barry Segal, the largest shareholder of Purchaser, is a general partner or manager. Purchaser's right to so assign its interest herein to purchase any of the Owned Real Property shall not require Seller's consent, provided Purchaser delivers written notice of such assignment to Seller at least ten (10) days prior to Closing.

6.4 Successors and Assigns. This Agreement will bind and inure to the benefit of the respective successors and assigns of the parties to this Agreement.

6.5 Survival. Except for the covenants and agreements that are expressly provided to be performed after the Closing Date, none of the respective representations, warranties, covenants and agreements of Seller and Purchaser herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing.

6.6 Termination.

6.6.1 This Agreement may be terminated at any time prior to Closing by the mutual written agreement of Seller and Purchaser;

6.6.2 This Agreement may be terminated by Purchaser prior to Closing by giving written notice to Seller if:

6.6.2.1 The Approval Order is not entered is not entered on or before August 31, 2004; or

6.6.2.2 The conditions precedent to the obligations of Purchaser to close which set forth in Section 5.1 are not satisfied on or before August 31, 2004.

6.6.3 This Agreement may be terminated by Seller prior to Closing by giving notice to Purchaser if:

6.6.3.1 The Approval Order is not entered on or before August 31, 2004; or

6.6.3.2 The Approval Order has been entered but the conditions precedent to the obligations of Seller to close which are set forth in Section 5.2 are not satisfied on or before August 31, 2004.

6.6.4 Effect of Termination. In the event of termination of this Agreement pursuant to this Section 6.6 and provided the terminating party is not in breach of any obligation hereunder, (i) this Agreement shall forthwith become null and void and have no further effect, (ii) neither of the parties hereto or any of their respective advisers shall have any further obligation or liability under the provisions of this Agreement (other than the provisions of this Section 6) and Seller shall return or authorize release to Purchaser of its Bid Deposit, together with all interest earned and accrued thereon.

6.7 Indemnification. Seller shall be responsible to Purchaser for, and shall defend, indemnify, and hold Purchaser harmless from and against loss, damage, liability, cost or expense, including, without limitation, those relating to or arising from product liability claims, product sales, personal injury and other tort claims and claims arising from any contract to which Seller is or was a party (including reasonable attorneys' fees, legal expenses and consultant's fees) (collectively, "Purchaser's Damages") resulting from or relating to claims or demands made by third parties that Purchaser is a successor to Seller by operation of law. Notwithstanding the foregoing, the Seller shall not be required to pay any Purchaser's Damages which exceed the amount of insurance available to Seller to pay Purchaser's Damages.

6.8 Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to both genders. All references to monetary amounts are to currency of the United States of America.

6.9 Default. Time is of the essence of this Agreement. In any suit, action or appeal to enforce this Agreement or any term or provision of this Agreement, or to interpret this

Agreement, the prevailing party shall be entitled to recover its costs incurred, including reasonable attorneys' fees at trial or on appeal.

6.10 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

6.11 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

6.12 Notices. Any notices, requests, demands or other communications required or permitted to be sent under this Agreement shall be delivered personally, sent by electronic mail, sent by facsimile, sent by overnight courier or mailed by registered or certified mail, return receipt requested, to the following addresses, and shall be deemed to have been received on the day of personal delivery or electronic mailing, upon confirmation of receipt of a facsimile transmission, one business day after deposit with an overnight courier or three business days after deposit in the mail:

If to Purchaser, to:

Bradco Supply Corporation
13 Production Way
Avenel, NJ 07001
Attn: Steve Feinberg
Fax: 732-382-3577
Email: sfeinberg@bradcosupply.com

With a copy to:

Michael L. Weinberger, Esq.
Bradco Supply Corporation
13 Production Way
Avenel, NJ 07001
Fax: 732-382-6577
Email: mweinberger@bradcosupply.com

If to Seller:

Wickes Inc.
706 North Deerpath Drive
Vernon Hills, Illinois 60061
Attn: James J. O'Grady
Fax: (847) 367-3765
Email: jogrady@wickes.com

With a copy to:

Schwartz, Cooper, Greenberger & Krauss
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Mark B. Buttermann or Richard M. Bendix
Fax: (312) 782-8416
Email: mutterman@scgk.com; rbendix@scgk.com

and to:

Piper Rudnick LLP
201 North LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attn: David Missner or Steven J. Christenholz
Fax: (312) 630-7399
Email: david.missner@piperrudnick.com;
steven.christenholz@piperrudnick.com

and to:

Bridge Associates LLC
747 Third Avenue
Suite 32-A
New York, New York 10017
Attn: Anthony Schnelling or David Phelps
Fax: (212) 207-9294
Email: aschnelling@bridgellc.com;
dphelps@bridgellc.com

and to:

Sonnenschein Nath & Rosenthal
8000 Sears Tower
233 S. Wacker Dr.
Chicago, IL 60606
Attn: Fruman Jacobson or Robert E. Richards
Fax: (312) 876-3974
Email: fjacobson@sonnenschein.com;
r-richards@sonnenschein.com

6.13 Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state.

6.14 Forum. Each party unconditionally consents and submits to the exclusive jurisdiction of the Bankruptcy Court so long as the Bankruptcy Court has jurisdiction over the matter, for any dispute arising between the parties arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such court). Any dispute between the parties, to the extent not governed by the Bankruptcy Court, shall be subject to the exclusive jurisdiction of the state and federal courts located in Chicago, Illinois. Each party waives any objection to the laying of venue of any such litigation as provided herein, and agrees not to plead that such litigation has been brought in an inconvenient forum.

6.15 Bulk Sales. To the extent applicable, Purchaser hereby waives compliance with any bulk sales or other similar laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement.

6.16 Entire Agreement. This Agreement, together with those documents expressly referred to in this Agreement, constitutes the final agreement of the parties concerning the matters referred to in this Agreement, and supersedes all prior agreements and understandings.

6.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute one agreement. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing and delivering an original document.

6.18 Schedules and Exhibits. The following Schedules and Exhibits are attached to and form an integral part of this Agreement:


The Locations	Schedule A
Designated Executory Contracts	Schedule 1(a)
Real Property Leases	Schedule 1(b)
Owned Equipment	Schedule 1(c)
Owned Real Property	Schedule 1(d)
Retained Personal Property	Schedule 2.2.6
Assumed Liabilities	Schedule 2.3
Inventory Procedures	Schedule 2.6.1
Deposit Agreement	Exhibit 2.10
Bill of Sale	Exhibit 2.13.3.1
Quitclaim Deed	Exhibit 2.13.3.2
Assignment of Leases	Exhibit 2.13.3.3
Assignment and Assumption Agreement	Exhibit 2.13.3.4

The parties to this Agreement have executed this Agreement as of the ¹⁴~~15~~ day of June, 2004.


WICKES INC.

By 
James J. O'Grady, President

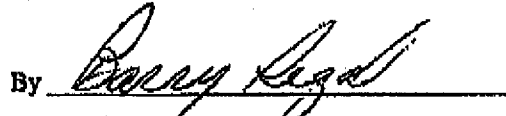
GLC DIVISION, INC

By 
James J. O'Grady, President

LUMBER TRADEMARK COMPANY

By 
James J. O'Grady, President

BRADCO SUPPLY CORPORATION

By 
Its CHAIRMAN

Schedule 1(c)
Owned Equipment

15602 267	97	C2676211-DELL P166 PC	10-AUG-97	3.00	3,355.63	0.00	0.00	0.00	3,354.63	1.00	Infir Systems Equip
15602 267	99	C2676214-DESKPRO EN PC	10-MAR-99	3.00	0.00	0.00	0.00	0.00	0.00	0.00	Infir Systems Equip
15602 267	98	C9486210-COMPAQ P3300 P	10-NOV-98	3.00	1,659.08	0.00	0.00	0.00	1,658.08	1.00	Infir Systems Equip
15603 267	99	14877-PICK D3	10-AUG-99	3.00	1,392.60	0.00	0.00	0.00	1,392.60	0.00	Capitalized Software
15603 267	99	C2676301-SOLUTIONS	10-MAR-99	3.00	0.00	0.00	0.00	0.00	0.00	0.00	Capitalized Software
15603 267	99	C2676302-AIX VERSION 4	10-MAR-99	3.00	290.74	0.00	0.00	0.00	289.74	1.00	Capitalized Software
15603 267	97	C3086303-INSUL MGT	10-NOV-97	3.00	3,210.00	0.00	0.00	0.00	3,209.00	1.00	Capitalized Software
15604 267	99	15747-6-IBM TERMINALS	10-DEC-99	2.00	232.10	0.00	0.00	0.00	232.10	0.00	Capitalized Into Sys Equi
15604 267	92	C2676205-PC FOR 2020	10-DEC-99	2.00	943.20	0.00	0.00	0.00	943.20	0.00	Capitalized Into Sys Equi
15604 267	93	C2676206-486D X 33 PC	01-SEP-92	5.00	2,191.37	0.00	0.00	0.00	2,190.37	1.00	Capitalized Into Sys Equi
15604 267	93	C2676207-486D X 33 PC	10-JUN-93	5.00	2,645.35	0.00	0.00	0.00	2,644.35	1.00	Capitalized Into Sys Equi
15604 267	94	C2676208-IBM PS2 286 2	10-AUG-93	5.00	2,628.05	0.00	0.00	0.00	2,627.05	1.00	Capitalized Into Sys Equi
15604 267	94	C2676209-PANASONIC KXP4	07-OCT-94	5.00	3,631.50	0.00	0.00	0.00	3,630.50	1.00	Capitalized Into Sys Equi
15604 267	94	C2676210-486SX/33MHZ CO	07-OCT-94	5.00	495.99	0.00	0.00	0.00	494.99	1.00	Capitalized Into Sys Equi
15604 267	99	C2676212-1-5-PRINTERS	10-MAR-99	2.00	1,599.99	0.00	0.00	0.00	1,598.99	1.00	Capitalized Into Sys Equi
15604 267	99	C2676213-16-TERMINALS	10-MAR-99	2.00	1,829.08	0.00	0.00	0.00	1,828.08	1.00	Capitalized Into Sys Equi
15604 267	99	C2676215-RISC 6000	10-MAR-99	2.00	2,544.00	0.00	0.00	0.00	2,543.00	1.00	Capitalized Into Sys Equi
15604 267	99	C2676216-TAPE DRIVE	10-MAY-99	2.00	1,067.66	0.00	0.00	0.00	1,066.66	1.00	Capitalized Into Sys Equi
15604 267	94	C2679001-J/S SOFTWARE	10-MAY-99	2.00	844.00	0.00	0.00	0.00	844.00	0.00	Capitalized Into Sys Equi
15820 267	01	17494-KITCHEN DISPLAY	10-JUL-94	5.00	6,560.86	0.00	0.00	0.00	6,559.86	1.00	Modular Displays
15820 267	01	19081-KITCHEN DISPLAY 1	10-MAR-01	4.00	6,080.00	126.67	633.35	791.00	4,940.01	1.00	Modular Displays
15820 267	01	19132-CONSULTING SERVIC	10-JUN-01	4.00	7,593.75	158.20	791.00	569.28	5,695.28	1.00	Modular Displays
15820 267	88	C2678218-ROOFING & SIDI	10-JAN-01	4.00	1,017.51	21.20	106.00	869.11	869.11	1.00	Modular Displays
15820 267	98	C2678224-LATEOB 8223	02-MAY-88	2.00	335.53	0.00	0.00	0.00	334.53	0.88	Modular Displays
15830 267	88	C2678301-WHSE DECK & EN	10-DEC-97	4.00	74,524.15	0.00	0.00	0.00	74,523.27	1.00	Modular Displays
15400 291	88	C2914009-1 CONVEYOR	02-MAY-88	3.00	1.00	0.00	0.00	0.00	0.00	1.00	Showroom Renovation
15400 291	88	C2914016-4 PANEL CARTS	02-MAY-88	3.00	24.33	0.00	0.00	0.00	23.33	1.00	Machinery & Equipment
15400 291	88	C2914018-EXTERIOR SIGNS	02-MAY-88	3.00	606.98	0.00	0.00	0.00	605.98	1.00	Machinery & Equipment
15400 291	88	C2914022-INTERCOM	02-MAY-88	3.00	75.25	0.00	0.00	0.00	74.25	1.00	Machinery & Equipment
15400 291	88	C2914025-FLAGPOLE	02-MAY-88	3.00	21.10	0.00	0.00	0.00	20.10	1.00	Machinery & Equipment
15400 291	88	C2914040-SECURITY SYSTEM	02-MAY-88	3.00	375.14	0.00	0.00	0.00	374.14	1.00	Machinery & Equipment
15400 291	88	C2914042-WHSE STORAGE R	02-MAY-88	3.00	108.36	0.00	0.00	0.00	107.36	1.00	Machinery & Equipment
15400 291	88	C2914043-STEEL LBR RACK	02-MAY-88	3.00	273.00	0.00	0.00	0.00	272.00	1.00	Machinery & Equipment
15400 291	88	C2914047-PALLET JACK	02-MAY-88	3.00	40.46	0.00	0.00	0.00	39.46	1.00	Machinery & Equipment
15400 291	88	C2914052-LOZIER SHELVIN	02-MAY-88	3.00	2,346.02	0.00	0.00	0.00	2,345.02	1.00	Machinery & Equipment
15400 291	88	C2914053-COUNTERS & SHE	02-MAY-88	3.00	104.43	0.00	0.00	0.00	103.43	1.00	Machinery & Equipment
15400 291	88	C2914055-SHELVING	02-MAY-88	3.00	28.89	0.00	0.00	0.00	27.89	1.00	Machinery & Equipment
15400 291	90	C2914063-PHONE INSTALLA	01-FEB-90	6.00	849.56	0.00	0.00	0.00	848.56	1.00	Machinery & Equipment
15400 291	88	C2914064-PHONE SYSTEM	02-MAY-88	6.00	8,998.06	0.00	0.00	0.00	8,997.06	1.00	Machinery & Equipment
15400 291	91	C2914065-LOZIER	01-JUL-91	6.00	3,604.67	0.00	0.00	0.00	3,603.67	1.00	Machinery & Equipment
15400 291	88	C2914067-LOZIER SHELVIN	02-MAY-88	3.00	2,753.85	0.00	0.00	0.00	2,752.85	1.00	Machinery & Equipment
15400 291	88	C2914076-APPLIANCE TRUC	02-MAY-88	3.00	6.66	0.00	0.00	0.00	5.66	1.00	Machinery & Equipment
15400 291	88	C2914078-1 PALLET TRUCK	02-MAY-88	3.00	28.85	0.00	0.00	0.00	27.85	1.00	Machinery & Equipment
15400 291	88	C2914079-1 CONVEYOR E Z	02-MAY-88	3.00	55.44	0.00	0.00	0.00	54.44	1.00	Machinery & Equipment
15400 291	88	C2914080-1 JARI MOWER	02-MAY-88	3.00	88.90	0.00	0.00	0.00	87.90	1.00	Machinery & Equipment
15400 291	89	C2914081-DUMPMSTER	01-FEB-89	6.00	1,214.45	0.00	0.00	0.00	1,213.45	1.00	Machinery & Equipment

Schedule 1(e)
Owned Equipment

Asset ID	Description	Acquisition Date	Useful Life	Cost	Depreciation	Book Value	Category
15400 291	88 C2914084-1 PALLET TRUCK	02-MAY-88	3.00	34.50	0.00	0.00	1.00 Machinery & Equipment
15401 291	03 20190-6* BRUSH CHIPPER	T 10-JUL-03	2.00	0.00	0.00	217.77	0.00 Rental Equipment
15401 291	03 20195-Trencher	T 10-JUL-03	2.00	0.00	0.00	250.77	0.00 Rental Equipment
15401 291	03 20394-AIR COMPRESSOR	T 19-DEC-03	2.06	0.00	0.00	362.79	0.00 Rental Equipment
15401 291	03 20400-AIR COMPRESSOR	T 19-DEC-03	2.06	0.00	0.00	364.89	0.00 Rental Equipment
15502 291	01 18406-03-2060 14' VAN	10-JUN-01	2.05	3,578.86	0.00	0.00	0.00 Highway Trucks
15502 291	01 19256-02-0372 93 BOOM	15-DEC-01	2.05	4,429.83	147.67	738.31	0.00 Highway Trucks
15502 291	03 19971-02-0619 BOOM TRUC	10-MAR-03	5.00	171,739.60	2862.33	14311.65	42934.95 Highway Trucks
15502 291	88 C2915202-PILOW - 10-0133	02-MAY-88	2.06	176.55	0.00	0.00	1.00 Highway Trucks
15502 291	88 C2915212-15 0027 CONTAI	02-MAY-88	2.06	1,020.39	0.00	0.00	1.00 Highway Trucks
15503 291	88 C2915301-11 0257 40' VA	02-MAY-88	2.06	1.00	0.00	0.00	1.00 Trailers
15503 291	96 C2915302-11-0271	10-JUL-96	5.00	1.00	0.00	0.00	1.00 Trailers
15503 291	88 C2915303-AIR RIDE FOR 1	02-MAY-88	5.00	1,135.53	0.00	0.00	1.00 Trailers
15504 291	99 15602-RIBD 06-0213	10-NOV-99	2.00	0.00	0.00	0.00	0.00 Lift Trucks
15504 291	02 19363-06-0325 GPX50 CLA	02-APR-02	2.06	100.00	3.33	16.65	0.00 Lift Trucks
15504 291	96 C2915408-10-0133 SNOW P	10-JAN-96	3.00	2,889.00	0.00	0.00	1.00 Lift Trucks
15504 291	98 C2915409-RIBD 10-0133	10-JAN-98	2.00	5,370.52	0.00	0.00	1.00 Lift Trucks
15504 291	94 C2915410-10-0119 84FORD	10-JAN-94	3.00	4,994.73	0.00	0.00	1.00 Lift Trucks
15600 291	00 16957-MINOLTA COPIER EP	10-OCT-00	5.00	2,023.92	33.73	168.65	1.00 Lift Trucks
15600 291	94 C2916024-VCR	10-DEC-94	5.00	654.39	0.00	0.00	539.74 Office Equipment
15600 291	88 C2916025-1 4 DRAWER LET	02-MAY-88	2.06	3.78	0.00	0.00	1.00 Office Equipment
15600 291	88 C2916029-DESK 2 CHAIRS	02-MAY-88	2.06	16.86	0.00	0.00	1.00 Office Equipment
15600 291	88 C2916030-1 EXEC DESK	02-MAY-88	2.06	7.88	0.00	0.00	1.00 Office Equipment
15601 291	00 17098-FRAME RELAY	10-SEP-00	3.06	4,219.41	0.00	200.96	0.00 Data Handling Equip
15602 291	99 14941-COMPAQ DESKRO EN	10-AUG-99	3.00	2,046.17	0.00	0.00	0.00 Infor Systems Equip
15602 291	00 16711-13-550 DESKRO EN	10-MAR-00	3.00	0.00	0.00	0.00	0.00 Infor Systems Equip
15602 291	02 19795-DELL DESKTOP	10-DEC-02	1.06	375.00	20.85	104.17	0.00 Infor Systems Equip
15602 291	02 19796-DELL DESKTOP	10-DEC-02	1.06	375.00	20.85	104.17	0.00 Infor Systems Equip
15602 291	02 19797-DELL DESKTOP	10-DEC-02	1.06	375.00	20.85	104.17	0.00 Infor Systems Equip
15602 291	97 C2916203-DELL OPTIPLEX	10-AUG-97	3.00	3,360.40	0.00	0.00	1.00 Infor Systems Equip
15602 291	98 C2916204-COMPAQ P5300PC	10-NOV-98	3.00	2,319.50	0.00	0.00	1.00 Infor Systems Equip
15602 291	99 C2916205-COMPAQ DESKRO	10-FEB-99	3.00	3,499.66	0.00	0.00	1.00 Infor Systems Equip
15603 291	99 14870-PICK D3	10-AUG-99	3.00	1,134.00	0.00	0.00	0.00 Capitalized Software
15603 291	99 C2916301-SOLUTIONS	10-FEB-99	3.00	0.00	0.00	0.00	0.00 Capitalized Software
15603 291	99 C2916302-AIX VERSION 4	10-MAR-99	3.00	290.74	0.00	0.00	0.00 Capitalized Software
15604 291	99 C2916206-13-PRINTERS	10-MAR-99	2.00	1,614.60	0.00	0.00	1.00 Capitalized Into Sys Equi
15604 291	99 C2916207-18-TERMINALS	10-MAR-99	2.00	2,916.00	0.00	0.00	1.00 Capitalized Into Sys Equi
15604 291	99 C2916208-RISC 6000	10-MAR-99	2.00	1,092.96	0.00	0.00	1.00 Capitalized Into Sys Equi
15604 291	99 C2916209-TAPE DRIVE	10-MAR-99	2.00	864.00	0.00	0.00	1.00 Capitalized Into Sys Equi
15604 291	94 C2919001-I/S SOFTWARE	10-JUL-94	5.00	5,358.01	0.00	0.00	5037.41 Leased Land Improve
15700 291	00 16435-EXPAND YARD FOR	10-JAN-00	15.00	7,000.00	39.66	198.30	2302.57 Leased Land Improve
15700 291	02 19825-CONCRETE LOADING	10-DEC-02	15.00	2,558.38	14.21	71.05	1.00 Leased Land Improve
15700 291	88 C2917001-LAND SURVEY	02-MAY-88	15.00	410.00	0.00	0.00	1.00 Leased Land Improve
15700 291	88 C2917004-GRAVEL GRADING	02-MAY-88	15.00	1.00	0.00	0.00	1.00 Leased Land Improve
15700 291	88 C2917005-PAVING	02-MAY-88	15.00	1.00	0.00	0.00	1.00 Leased Land Improve
15700 291	88 C2917006-DRAINAGE CUTLVE	02-MAY-88	15.00	212.54	0.00	0.00	1.00 Leased Land Improve
15700 291	88 C2917008-FENCE	02-MAY-88	15.00	212.54	0.00	0.00	1.00 Leased Land Improve
15700 291	88 C2917009-WATER SUPPLY	02-MAY-88	15.00	1.00	0.00	0.00	1.00 Leased Land Improve

Schedule 1(G)
Owned Equipment

15700 291	88	C2917010-SANITARY SYSTEM	02-MAY-88	15.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	Leased Land Improve
15700 291	88	C2917011-LANDSCAPING	02-MAY-88	15.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	Leased Land Improve
15700 291	88	C2917016-PAVING	02-MAY-88	15.00	83.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.72	1.00 Leased Land Improve
15700 291	88	C2917020-FENCE	02-MAY-88	15.00	1,340.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,339.32	1.00 Leased Land Improve
15701 291	95	C2917023-YARD PAVING	10-NOV-95	15.00	46,000.00	255.55	12,777.75	38.90	263,211.65	1,405.29	Leased Land Improve				
15701 291	88	C2910701-BLDG COST	02-MAY-88	31.06	2,942.56	7.78	0.00	0.00	1,537.27	0.00	1.00 Leased Buildings				
15701 291	88	C2910702-PERMIT FEES	02-MAY-88	31.06	1.00	0.00	0.00	0.00	0.00	0.00	1.00 Leased Buildings				
15701 291	88	C2910703-UTILITY SERVIC	02-MAY-88	31.06	1.00	0.00	0.00	0.00	0.00	0.00	1.00 Leased Buildings				
15701 291	88	C2910704-MAIN BLDG	02-MAY-88	31.06	68,700.96	181.75	908.75	0.00	352,228.90	334,721.66	Leased Buildings				
15701 291	88	C2910705-STORAGE BLDG	02-MAY-88	31.06	3,928.50	10.38	51.90	0.00	205,406	1,872.44	Leased Buildings				
15701 291	88	C2910706-ADDL JOB COSTS	02-MAY-88	31.06	403.85	1.07	5.35	0.00	207.89	1,951.96	Leased Buildings				
15701 291	88	C2910707-SECURITY LIGHT	02-MAY-88	31.06	488.63	1.29	6.45	0.00	252.39	236,24	Leased Buildings				
15701 291	88	C2910708-UMBRELLA SHED	02-MAY-88	31.06	16,693.91	44.16	220.80	0.00	85,671.17	81,267.74	Leased Buildings				
15701 291	88	C2910709-GAS FURNACE	02-MAY-88	31.06	12,739.22	33.70	168.50	0.00	66,051.75	61,331.47	Leased Buildings				
15701 291	88	C2910710-STORAGE DECK	01-DEC-89	31.06	3,523.18	9.32	46.60	0.00	1,621.39	1,901.79	Leased Buildings				
15701 291	92	C2910711-SHED/RACK	01-NOV-92	30.04	11,328.30	31.74	153.70	0.00	41,861.62	71,411.68	Leased Buildings				
15701 291	94	C2910712-SALES AREA	12-JUN-94	28.11	7,480.48	24.07	120.35	0.00	201,485	54,651.63	Leased Buildings				
15820 291	02	19519-KITCHEN DISPLAY	10-AUG-02	4.00	32,050.34	657.72	333,860	0.00	1,468,977	1,736,057	Modular Displays				
15830 291	88	C2918302-WHSE LOFT	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	1.00 Showroom Renovation					
15830 291	88	C2918304-ENCLOSE WHSE	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	1.00 Showroom Renovation					
15830 291	88	C2918305-UPPER DECK	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	1.00 Showroom Renovation					
15830 291	88	C2918306-LOAD CHECK BLD	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	1.00 Showroom Renovation					
15830 291	01	17614-RACKING	10-FEB-01	6.00	19,336.80	268.57	134,285	0.00	1,074,269	859,411	Machinery & Equipment				
15400 330	02	19687-TOSHIBA TELEPHONE	10-OCT-02	6.00	15,704.01	218.11	109,055	0.00	456,221	1,134,180	Machinery & Equipment				
15400 330	88	C3304027-FLAGPOLE	02-MAY-88	3.00	22.20	0.00	0.00	0.00	21.20	1.00 Machinery & Equipment					
15400 330	91	C3304058-P A SYSTEM	01-OCT-91	6.00	1,513.00	0.00	0.00	0.00	15,121.00	1.00 Machinery & Equipment					
15400 330	91	C3304059-WAREHOUSE CART	01-OCT-91	6.00	1,262.72	0.00	0.00	0.00	12,617.72	1.00 Machinery & Equipment					
15400 330	91	C3304060-SIGN CONTR OFF	01-OCT-91	6.00	870.00	0.00	0.00	0.00	8,691.00	1.00 Machinery & Equipment					
15400 330	91	C3304061-PANEL SAW	01-OCT-91	6.00	947.45	0.00	0.00	0.00	9,461.45	1.00 Machinery & Equipment					
15400 330	91	C3304062-SWEEPER	01-OCT-91	6.00	554.10	0.00	0.00	0.00	5,531.10	1.00 Machinery & Equipment					
15400 330	88	C3304063-SECURITY CASES	01-JUL-88	6.00	1,102.08	0.00	0.00	0.00	11,011.08	1.00 Machinery & Equipment					
15400 330	89	C3304064-SECURITY CASES	01-MAR-89	6.00	1,845.96	0.00	0.00	0.00	18,449.96	1.00 Machinery & Equipment					
15400 330	98	C3304068-LUMBER RACKS	10-JUL-98	6.00	1,605.26	22.28	111.40	0.00	15,811.94	23,32	Machinery & Equipment				
15400 330	91	C3304999-SECURITY CASES	01-JAN-91	6.00	354.80	0.00	0.00	0.00	3,531.80	1.00 Machinery & Equipment					
15402 330	91	C3304056-LOZHER	01-OCT-91	10.00	21,367.54	0.00	0.00	0.00	213,665.54	1.00 Mfg Equipment					
15500 330	03	20257-00-0226 / 99 TRA	24-OCT-03	2.06	18,616.25	620.54	310,270	0.00	496,432	1,365,193	Highway Tractors				
15502 330	00	16810-02-0466 BOOM TRUC	10-AUG-00	2.06	42,000.00	0.00	0.00	0.00	420,000.00	0.00 Highway Trucks					
15502 330	03	20148-03-2235 / 99 FOR	10-JUL-03	2.06	10,125.03	337.50	1,687.50	0.00	37,121.50	6,412.53	Highway Trucks				
15502 330	94	C3305217-#998 10-0128 1	07-OCT-94	1.00	1,000.00	0.00	0.00	0.00	9,991.00	1.00 Highway Trucks					
15502 330	94	C3305224-#395 01-1606 1	07-OCT-94	2.00	8,500.00	0.00	0.00	0.00	84,991.00	1.00 Highway Trucks					
15502 330	94	C3305225-10-0152 SNOWPL	07-OCT-94	3.00	18,500.00	0.00	0.00	0.00	184,991.00	1.00 Highway Trucks					
15502 330	95	C3305226-RBLD 02-0442	10-JUN-95	5.00	0.00	0.00	0.00	0.00	0.00	0.00 Trailers					
15503 330	96	C3305301-11-0405	10-JUL-96	5.00	1.00	0.00	0.00	0.00	0.00	1.00 Trailers					
15504 330	91	C3305407-PALLET TRUCKS	01-OCT-91	6.00	750.00	0.00	0.00	0.00	7,491.00	1.00 Lift Trucks					
15504 330	91	C3305408-48IN FORKS FOR	01-OCT-91	6.00	871.80	0.00	0.00	0.00	8,701.80	1.00 Lift Trucks					
15600 330	01	19142-FAK MACHINE PANAS	10-SEP-01	5.00	1,195.00	19.92	99.60	0.00	657.26	537.74	Office Equipment				
15600 330	88	C3306020-VIDEO TAPE & T	02-MAY-88	2.06	86.40	0.00	0.00	0.00	85.40	1.00 Office Equipment					
15600 330	95	C3306028-TV	10-FEB-95	5.00	422.06	0.00	0.00	0.00	4,211.61	0.45	Office Equipment				

Schedule 1(G)
Owned Equipment

15602 330	99 14742-BP CEIERON-400 PC	10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	1714.92	0.00	Infor Systems Equip
15602 330	99 14947-COMPAQ DESKPRO EN	10-AUG-99	3.00	2,484.63	0.00	0.00	2484.63	0.00	2484.63	0.00	Infor Systems Equip
15602 330	02 19494-IBM L1.40 GB 128	01-AUG-02	3.00	1,289.05	35.81	179.05	823.59	465.46	823.59	465.46	Infor Systems Equip
15602 330	02 19801-DELL LAPTOP	10-DEC-02	1.06	624.80	34.72	173.56	624.80	0.00	624.80	0.00	Infor Systems Equip
15602 330	02 19802-DELL DESKTOP	10-DEC-02	1.06	375.00	20.85	104.17	375.00	0.00	375.00	0.00	Infor Systems Equip
15602 330	97 C3306206-DELL P166 PC	10-AUG-97	3.00	3,141.48	0.00	0.00	3140.48	0.00	3140.48	0.00	Infor Systems Equip
15602 330	98 C3306208-COMPAQ PS300 P	10-NOV-99	3.00	2,325.50	0.00	0.00	2324.50	0.00	2324.50	0.00	Infor Systems Equip
15603 330	99 14970-PICK D3	10-AUG-99	3.00	1,005.00	0.00	0.00	1005.00	0.00	1005.00	0.00	Capitalized Software
15603 330	99 C3306301-PC 20/20	10-MAR-99	3.00	290.74	0.00	0.00	289.74	0.00	289.74	0.00	Capitalized Software
15604 330	99 15732-3-IBM PRINTERS	10-DEC-99	2.00	330.00	0.00	0.00	330.00	0.00	330.00	0.00	Capitalized Info Sys Equi
15604 330	99 15751-4-IBM TERMINALS	10-DEC-99	2.00	596.00	0.00	0.00	596.00	0.00	596.00	0.00	Capitalized Info Sys Equi
15604 330	92 C3306201-PC 20/20	01-DEC-92	5.00	2,282.93	0.00	0.00	2281.93	0.00	2281.93	0.00	Capitalized Info Sys Equi
15604 330	99 C3306209-11-PRINTERS	10-MAR-99	2.00	1,271.90	0.00	0.00	1270.90	0.00	1270.90	0.00	Capitalized Info Sys Equi
15604 330	99 C3306210-15-TERMINALS	10-MAR-99	2.00	2,250.00	0.00	0.00	2249.00	0.00	2249.00	0.00	Capitalized Info Sys Equi
15604 330	99 C3306211-RISC 6000	10-MAR-99	2.00	1,012.00	0.00	0.00	1011.00	0.00	1011.00	0.00	Capitalized Info Sys Equi
15604 330	99 C3306212-TAPE DRIVE	10-MAR-99	2.00	800.00	0.00	0.00	799.00	0.00	799.00	0.00	Capitalized Info Sys Equi
15820 330	94 C3309901-J/S SOFTWARE	10-JUL-94	5.00	4,815.31	0.00	0.00	4814.31	0.00	4814.31	0.00	Capitalized Info Sys Equi
15400 426	02 330-2047-KITCHEN DISPLA	04-JUN-02	4.00	28,343.86	590.50	2952.50	14171.95	14171.91	14171.95	14171.91	Modular Displays
15400 426	99 16469-ADR COMPRESSOR IN	10-DEC-99	6.00	1,240.24	17.22	86.10	930.08	310.16	930.08	310.16	Machinery & Equipmen
15400 426	00 16672-TRIAD D/LAMOND QUA	10-JUL-00	6.00	22,184.00	308.11	1540.55	14481.20	7702.80	14481.20	7702.80	Machinery & Equipmen
15400 426	01 18375-1 TON WALL CRANE	10-MAR-01	6.00	2,231.29	30.99	154.95	1208.61	1022.68	1208.61	1022.68	Machinery & Equipmen
15400 426	01 18880-REBILD CRANE 00-	10-SEP-01	3.00	17,415.07	483.75	2418.75	15963.79	1451.28	15963.79	1451.28	Machinery & Equipmen
15400 426	01 19023-CONVEYOR ARMS	10-OCT-01	6.00	155,547.14	66.15	330.75	2116.82	2646.04	2116.82	2646.04	Machinery & Equipmen
15400 426	01 19101-SMART SET SAW	10-JAN-01	10.00	199,128.99	1295.23	6481.15	53145.28	102401.86	53145.28	102401.86	Machinery & Equipmen
15400 426	01 19102-TABLE ROOF GLIDER	10-OCT-01	6.00	1,436.95	1659.41	8297.05	53101.05	146027.94	53101.05	146027.94	Machinery & Equipmen
15400 426	02 19445-FRAMING TABLE STI	10-JUN-02	6.00	4,766.24	19.96	99.80	698.52	738.43	698.52	738.43	Machinery & Equipmen
15400 426	99 C4264007-CORD SPICER	10-APR-99	3.00	2,000.00	0.00	0.00	1999.00	1.00	1999.00	1.00	Machinery & Equipmen
15400 426	99 C4264012-COMPROMAATICS	10-APR-99	3.00	6,000.00	0.00	0.00	5999.00	1.00	5999.00	1.00	Machinery & Equipmen
15400 426	99 C4264013-WEB CUT SAW	10-APR-99	3.00	2,500.00	0.00	0.00	2499.00	1.00	2499.00	1.00	Machinery & Equipmen
15400 426	99 C4264014-DELTA REP SAW	10-APR-99	3.00	10,000.00	0.00	0.00	9999.00	1.00	9999.00	1.00	Machinery & Equipmen
15400 426	99 C4264015-4 ROLLER FEED	10-APR-99	3.00	2,000.00	0.00	0.00	1999.00	1.00	1999.00	1.00	Machinery & Equipmen
15400 426	99 C4264016-BOOM CRANE ELE	10-APR-99	3.00	15,000.00	0.00	0.00	14999.00	0.48	14999.00	0.48	Machinery & Equipmen
15400 426	99 C4264017-SHEATHING STAT	10-APR-99	3.00	10,000.00	0.00	0.00	9999.52	0.00	9999.52	0.00	Machinery & Equipmen
15400 426	99 C4264018-2 FRAMING LINE	10-APR-99	3.00	5,000.00	0.00	0.00	4999.00	1.00	4999.00	1.00	Machinery & Equipmen
15400 426	99 C4264019-SAFETY SPEED C	10-APR-99	3.00	3,000.00	0.00	0.00	2999.00	1.00	2999.00	1.00	Machinery & Equipmen
15400 426	99 C4264020-2 RADIAL SAWS	10-APR-99	3.00	5,000.00	0.00	0.00	4999.00	1.00	4999.00	1.00	Machinery & Equipmen
15400 426	99 C4264021-RADIAL SAW 16"	10-APR-99	3.00	2,000.00	0.00	0.00	1999.00	1.00	1999.00	1.00	Machinery & Equipmen
15400 426	99 C4264022-AIR COMPRESSOR	10-APR-99	3.00	20,000.00	0.00	0.00	19999.00	1.00	19999.00	1.00	Machinery & Equipmen
15400 426	99 C4264024-WOOD CHIPPER	10-APR-99	3.00	15,000.00	0.00	0.00	14999.00	1.00	14999.00	1.00	Machinery & Equipmen
15400 426	99 C4264025-WATER STORAGE	10-APR-99	3.00	2,000.00	0.00	0.00	1999.00	1.00	1999.00	1.00	Machinery & Equipmen
15400 426	99 C4264026-2 500 GAL FUEL	10-APR-99	3.00	1,000.00	0.00	0.00	999.00	1.00	999.00	1.00	Machinery & Equipmen
15400 426	99 C4264027-2 250 GAL FUEL	10-APR-99	3.00	5,370.00	0.00	0.00	5369.00	1.00	5369.00	1.00	Machinery & Equipmen
15400 426	99 C4264028-LIQUENT 103G3 P	10-APR-99	5.00	2,300.00	0.00	0.00	2299.00	1.00	2299.00	1.00	Mfg Equipment
15402 426	99 C1244015-LIFTING DEVICE	10-JAN-99	5.00	65,000.00	0.00	0.00	3249.95	64999.00	3249.95	64999.00	Mfg Equipment
15402 426	99 C4264010-EASY-SET 20'	10-APR-99	5.00	50,000.00	0.00	0.00	2499.95	49999.00	2499.95	49999.00	Mfg Equipment
15402 426	99 C4264011-COMBI-SET 12'	10-APR-99	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Mfg Equipment
15500 426	95 C2135519-RBLD 00-0183	F 10-JUL-95	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Highway Tractors

Schedule 1(c)
Owned Equipment

Asset ID	Description	Acq. Date	Life	Cost	Dep. Method	Dep. Rate	Dep. Amt	Book Value	Salvage	Current Value	Category
15300 426	99 C4265001-00-0248 99FOR	10-APR-99	2.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 Highway Tractors
15300 426	99 C4265002-00-0247 99FOR	10-APR-99	2.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00 Highway Tractors	
15300 426	99 C4265003-00-0249 98VOLV	10-APR-99	4.00	62,000.00	0.00	0.00	61,999.00	0.00	0.00	61,999.00 Highway Tractors	
15300 426	99 C4265004-00-0246 98FOR	10-APR-99	4.00	46,000.00	0.00	0.00	45,999.00	0.00	0.00	45,999.00 Highway Tractors	
15300 426	99 C4265005-00-0250 98FOR	10-APR-99	4.00	55,000.00	0.00	0.00	54,999.00	0.00	0.00	54,999.00 Highway Tractors	
15300 426	99 14928-USE TAX VEHICLES	10-AUG-99	5.00	6,911.25	115.19	0.00	575.95	6,680.88	0.00	230.37 Highway Trucks	
15302 426	01 18320-00-0248 BOOM REBU	10-MAR-01	2.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00 Highway Trucks	
15303 426	00 16208-TANDEM TRAILER	01-JAN-00	5.00	7,700.00	128.33	641.65	6,801.62	0.00	0.00	898.38 Trailers	
15303 426	01 18878-11-0616 ROLLER BE	10-JUN-01	5.00	37,795.00	629.92	3149.60	22677.03	15117.97	0.00	15117.97 Trailers	
15303 426	99 C4265301-11-0529 79BAR	10-APR-99	2.06	1,003.00	0.00	0.00	999.00	0.00	0.00	1.00 Trailers	
15303 426	99 C4265302-11-0530 72BAR	10-APR-99	2.06	1,003.00	0.00	0.00	999.00	0.00	0.00	1.00 Trailers	
15303 426	99 C4265303-11-0531 87BAR	10-APR-99	2.06	1,000.00	0.00	0.00	999.00	0.00	0.00	1.00 Trailers	
15303 426	99 C4265304-11-0533 89TRAI	10-APR-99	2.06	5,000.00	0.00	0.00	4,999.00	0.00	0.00	1.00 Trailers	
15303 426	99 C4265305-11-0536 87RUE	10-APR-99	2.06	4,000.00	0.00	0.00	3,999.00	0.00	0.00	1.00 Trailers	
15303 426	99 C4265306-11-0533 87RUE	10-APR-99	2.06	4,000.00	0.00	0.00	3,999.00	0.00	0.00	1.00 Trailers	
15303 426	99 C4265307-11-0534 97AST	10-APR-99	2.06	17,000.00	0.00	0.00	16,999.00	0.00	0.00	1.00 Trailers	
15303 426	99 C4265308-11-0532 98LAKE	10-APR-99	2.06	21,000.00	0.00	0.00	20,999.00	0.00	0.00	1.00 Trailers	
15303 426	99 C4265309-11-0537 95WANC	10-APR-99	2.06	15,000.00	0.00	0.00	14,999.00	0.00	0.00	1.00 Trailers	
15304 426	99 C4265404-05-0981 93CAT	10-APR-99	3.00	15,600.00	0.00	0.00	15,599.00	0.00	0.00	1.00 Lift Trucks	
15304 426	99 C4265405-05-0978 97YALE	10-APR-99	3.00	15,000.00	0.00	0.00	14,999.00	0.00	0.00	1.00 Lift Trucks	
15304 426	00 16073-PANAPAX UF-595	10-FEB-00	5.00	4,790.00	79.83	399.15	1035.72	159.28	0.00	159.28 Office Equipment	
15304 426	00 16932-MNDOLITA CODER EP	10-OCT-00	2.06	200.00	0.00	0.00	199.00	0.00	0.00	1.00 Office Equipment	
15304 426	99 C4266001-TOSHIBA COPIER	10-APR-99	2.06	200.00	0.00	0.00	199.00	0.00	0.00	1.00 Office Equipment	
15304 426	99 C4266002-KONICA COPIER	10-APR-99	2.06	200.00	0.00	0.00	199.00	0.00	0.00	1.00 Office Equipment	
15304 426	99 C4266003-DRAFTING TABLE	10-APR-99	2.06	300.00	0.00	0.00	299.00	0.00	0.00	1.00 Office Equipment	
15304 426	99 C4266004-FO3400T FAX	10-APR-99	2.06	200.00	0.00	0.00	199.00	0.00	0.00	1.00 Office Equipment	
15304 426	99 C4266005-5 DRAFTING TAB	10-APR-99	2.06	500.00	0.00	0.00	499.00	0.00	0.00	1.00 Office Equipment	
15304 426	99 C4266006-DARIT115 COPIER	10-APR-99	2.06	50.00	0.00	0.00	49.00	0.00	0.00	1.00 Office Equipment	
15301 426	00 17115-FRAME RELAY	10-MAY-99	5.00	1,140.00	0.00	0.00	1,139.00	0.00	0.00	1.00 Data Handling Equip	
15301 426	02 19666-SERVER UPGRADE CP	10-SEP-00	3.06	4,174.62	0.00	198.88	4174.62	0.00	0.00	485.13 Data Handling Equip	
15301 426	02 19667-SERVER UPGRADE CP	10-OCT-02	5.00	727.69	12.13	60.65	242.56	485.13	0.00	485.13 Data Handling Equip	
15302 426	99 14756-EP CELEBRON-400 PC	10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	0.00	1.00 Infor Systems Equip	
15302 426	00 16168-DESIGNET 450C PR	01-JAN-00	3.00	2,484.00	0.00	0.00	2484.00	0.00	0.00	1.00 Infor Systems Equip	
15302 426	99 16169-DELL P3-550	13-DEC-99	3.00	2,552.39	0.00	0.00	2,552.39	0.00	0.00	1.00 Infor Systems Equip	
15302 426	99 16170-DELL P3-550	13-DEC-99	3.00	2,552.39	0.00	0.00	2,552.39	0.00	0.00	1.00 Infor Systems Equip	
15302 426	99 16171-DELL P3-550	13-DEC-99	3.00	2,552.39	0.00	0.00	2,552.39	0.00	0.00	1.00 Infor Systems Equip	
15302 426	99 16172-DELL P3-550	13-DEC-99	3.00	3,079.48	0.00	0.00	3,079.48	0.00	0.00	1.00 Infor Systems Equip	
15302 426	00 16222-DELL NOTEBOOK	24-MAR-00	3.00	1,991.21	0.00	0.00	1,991.21	0.00	0.00	1.00 Infor Systems Equip	
15302 426	00 16938-P3-733 DESKPRO EN	10-OCT-00	3.00	2,990.06	0.00	0.00	2,989.06	0.00	0.00	1.00 Infor Systems Equip	
15302 426	99 C4266201-DESKPRO EN PC	10-APR-99	3.00	1,500.00	0.00	0.00	1,499.00	0.00	0.00	1.00 Infor Systems Equip	
15302 426	99 C4266202-HP 9153 PC	10-APR-99	1.06	50.00	0.00	0.00	49.00	0.00	0.00	1.00 Infor Systems Equip	
15302 426	99 C4266208-MMI 486DX PC	10-APR-99	1.06	500.00	0.00	0.00	499.00	0.00	0.00	1.00 Infor Systems Equip	
15302 426	99 C4266210-HP PENTIUM PC	10-APR-99	1.06	500.00	0.00	0.00	499.00	0.00	0.00	1.00 Infor Systems Equip	
15302 426	99 C4266213-HP VECTRA VL P	10-APR-99	1.06	50.00	0.00	0.00	49.00	0.00	0.00	1.00 Infor Systems Equip	
15302 426	99 C4266215-KEHTRON PE300	10-APR-99	1.06	1,000.00	0.00	0.00	999.00	0.00	0.00	1.00 Infor Systems Equip	

Schedule 1(c)
Owned Equipment

15603 426	99 14978-PICK D3	10-AUG-99	3.00	890.00	0.00	0.00	890.00	0.00 Capitalized Software
15604 426	99 14673-LASERJET 500N PRI	10-JUL-99	5.00	1,961.00	32.68	163.40	1,928.30	32.70 Capitalized Info Sys Equi
15604 426	03 20268-MITEK SYSTEM DESI	12-MAY-03	5.00	4,771.92	79.53	397.65	1,033.90	3738.02 Capitalized Info Sys Equi
15604 426	99 C3076208-RISC 6000	10-JAN-99	2.00	1,073.73	0.00	0.00	1,072.73	1.00 Capitalized Info Sys Equi
15604 426	99 C3076210-TAPE DRIVE	10-MAR-99	2.00	848.80	0.00	0.00	847.80	1.00 Capitalized Info Sys Equi
15604 426	99 C4266204-LASERJET III P	10-APR-99	2.06	300.00	0.00	0.00	299.00	1.00 Capitalized Info Sys Equi
15604 426	99 C4266216-LASERJET 4P PR	10-APR-99	2.06	300.00	0.00	0.00	299.00	1.00 Capitalized Info Sys Equi
15604 426	99 C4266217-LASERJET 4V PR	10-APR-99	2.06	350.00	0.00	0.00	349.00	1.00 Capitalized Info Sys Equi

Schedule 1(d)**Summary of Owned Real Estate**

Center #	Address	City	State
023	West Side of Hwy. 208	Walden	NY
065	5219 Urbana Pike	Frederick	MD
067	742 Rte 46	Kenvil	NJ
087/213	82 Garden Spot Road	Ephrata	PA
208	145 S. Whitford Road	Exton	PA
214	46 Swamp Rd.	Newtown	CT
267	238 Riverside Street	Portland	ME
330	864 Lafayette Road	Hampton	NH
426	1501 Porter Road	Bear	DE

Schedule 2.2.6
Retained Personal Property

None.

Schedule 2.3
Assumed Liabilities

None.



WICKES – Inventory Procedures

GENERAL INSTRUCTIONS

Initial When Completed

CAUTIONARY NOTE: Not under any circumstance is the buyer to be allowed to disconnect, modify, or rearrange any computer equipment until after the physical inventory has been completed and all 'file saves' have been made!

TASKS

Friday and Saturday, July 23-24, 2004

Conducting a Physical Inventory

- All centers will start the inventory process after close of business on Friday. The Friday afternoon/evening DBR will unlock your inventory.
- **TASKS 1 – 19 OF THE PHYSICAL INVENTORY PROCESS, INCLUDING THE START OF THE DBR IN STEP 19, NEED TO BE COMPLETED BY 8:00 P.M. CDT (9:00 P.M. EDT) ON SATURDAY, JULY 24, 2004. IF BY 6:00 P.M. CDT, YOU KNOW FOR SURE THAT YOU CANNOT COMPLETE STEPS 1 – 19 OF THE PHYSICAL INVENTORY BY THE DEADLINE, CALL THE HELP DESK AT EXT. 3878 AND BE PREPARED TO TELL THEM WHAT TIME THIS NIGHT YOU WILL HAVE THESE STEPS COMPLETED. THERE ARE STRICTER AUDIT REQUIREMENTS BEING IMPLEMENTED THAN A NORMAL INVENTORY, AS WE CANNOT CORRECT LATER. PLEASE MAKE SURE YOU READ AND FOLLOW THE TASKS ACCORDINGLY.**
- **BEFORE YOU GO HOME ON SATURDAY, JULY 24TH, YOU WILL NEED TO HAVE COMPLETED TASKS 1 – 23. PLEASE GAUGE YOUR TIME ACCORDINGLY. THIS PART IS CRITICAL! ANY INTERIOR INVENTORY OR OTHER ASSOCIATED INVENTORY WORK THAT CAN BE DONE LATE INTO FRIDAY NIGHT MAY HELP IN BEING ABLE TO MEET THIS SATURDAY DEADLINE.**
- **ATTENTION: ###-refers to your center number. During the Inventory process you will only be able to access two accounts, the ###-INV,CONTROL Account and the MISC Account (###-MISC,CONTROL), the MISC Account holds Spooler Utilities in case you need to print something from the Spooler.**
- **If you need to look up SKUs during your Physical Inventory you will use option 6 - Display SKU Detail Cost/Retail from the Main Inventory Menu.**
- **If at any given time you request a report and it does not print immediately - the report has probably been sent to your system's Spooler File, in this case record the "Hold Entry" Number shown on the screen and print it from your system spooler, you can access Spooler Utilities by signing onto the MISC account at the "W".**

Task #1 _____ The Friday DBR will have opened the Inventory menus.

Friday and Saturday, July 22-23, 2004

- Task #2 _____ If you are a primary Center, then insert a tape in your tape drive.
- Task #3 _____ Sign on to a terminal, using ###-INV,CONTROL. Select line 1, PROCESS PHYSICAL INVENTORY.
- Task #4 _____ Select line 1, **Quick Save / Freeze Physical Inventory**. Follow the directions on the screen. This should take 5 to 30 minutes.
- Task #5 _____ The "**Special Orders Invoiced, but NOT Shipped – SKU Detailed Report**" (LIV021) will print. **DO NOT COUNT THESE PRODUCTS**, as the In-Store System considers the item "sold." The products on this report should carry the "Do Not Inventory" tags.
- This report will be followed by the "**Phys Inv Recap – Sys Generated Pages**" (LIV020B) which will be blank unless you are performing a "Select Class Inventory". All centers will be doing a complete inventory. This page will be blank.
- Task #6 _____ Once the terminal is back to the menu, remove the tape and label "Freeze Save."
INV MGMT Manual Chapter 38, Subject 10IS
- Task #7 _____ You are ready to input your inventory, select line 2, **Input Physical Inventory**. Do not forget to tell your keypunchers to use "5990007" with a count, if there is a SKU that will not go in or if they cannot decipher the quantity counted. Make sure they highlight the problem tag on the sheet. These pages must be set aside, reconciled, and then keyed in correctly. Also remind them that sheets are keyed in TAG # order (left to right, top to bottom). INV MGMT Manual Chapter 38, Subject 12IS
- Task #8 _____ Hold all corrections until everything has been keyed (but before the reports are started) - designate ONE person to key the corrections noted by the auditors. The Team Leader and the new Buyer's Representative must initial the yellow and pink copies of the Inventory Pages that carry corrections.
- Task #9 _____ After all of the inventory sheets have been keyed, and after all of the SKU and Auditor's corrections have been made, select line 3, **Print Missing Page And '5990007' Counts report**. Two reports will print "**Missing Inventory Pages**" (LIV027M) and "**Inventory – SKU Errors**" (LIV027N).
- The "Missing Inventory Pages" report prints the missing pages between the first page number entered and the last page numbered entered. Compare the reported "first" and "last" pages with your actual Inventory Count Sheets. Work to identify key entry errors of page numbers or to locate any missing pages and make corrections on the system accordingly.
- Task #10 _____ Reprint this report until there are no pages shown as missing on the report. If pages continue to appear on this report, a page may have been entered with the wrong page number - continue to investigate and reconcile until no missing items appear on the report. **DO NOT PROCEED** until all pages have been located and corrections are keyed. Re-Run this report until it shows **NO** pages are missing.
- The "Inventory – SKU Errors" report prints all '**5990007**' **SKUS with quantities**. Locate inventory count sheets with tags keyed as '5990007' and quantities. Determine the correct SKU and/or quantity and key the correction. Continue to identify key entry errors of SKU numbers and/or quantity until there are **NO** items on this report.
- Note: This option should be re-run until both the Missing Inventory Pages Report and Inventory – SKU Errors Report have no pages or items reported. INV MGMT Manual Chapter 38, Subject 12IS & 14IS
- Task #11 _____ Select line 4, **Print Inventory Uncounted Sku Report**. The "**Uncounted SKUs Report**" (LIV023A) will print. Locate materials, see if the SKU was counted, determine if key entry error, wrong SKU, not counted etc. Reconcile and input any uncounted SKUS. Do not forget to list them on your inventory listing sheets. The Team Leader must review this report with the center manager. Make notes of items that will not be counted as to why they are not at the center. The Team Leader and Manager must sign this report to send to Vernon Hills in the Inventory Package. INV MGMT Manual Chapter 38, Subject 12IS & 15IS
- If you add items to the inventory from the uncounted sku report you must rerun line 3, **Print Missing Page And '5990007' Counts Report**.
- RERUN THE UNCOUNTED SKU REPORT.

STOP – YOU MUST CALL THE HELP DESK Ext. 3878 BEFORE PROCEEDING.

Saturday, July 24, 2004 Cont...

The help desk associate will go into your system and send a copy of the uncounted sku report to Vernon Hills. It will be reviewed and you will be called to proceed or question on why items were not counted

YOU CAN NOT PROCEED UNTIL APPROVAL IS GIVEN. WE DO NOT HAVE A SECOND CHANCE TO ADD SKUS TO THE INVENTORY SO AN AUDITED REVIEW OF THIS REPORT MUST BE DONE BEFORE PROCEEDING.

BEFORE PROGRESSING FURTHER WITH THE INVENTORY, PLEASE REMEMBER THAT YOU MUST:

Instruction to come. Pending Purchase Agreements

Once you do the next step, only the items on the Variance Report can be entered into your inventory. **BE ABSOLUTELY SURE** that all areas have been audited and the corrections keyed.

Task #12 _____ Select line 5, **Print Inventory Variance Report**. The "Inventory Variance Report" (LIV023) will print. It reports on counted SKUs with quantity variances greater than or equal to 100 or dollar amount variances greater than or equal to \$250. Locate materials, see if the SKU was counted, determine if key entry error, wrong SKU, not counted, etc. Reconcile and input any corrections.

THE TEAM LEADER MUST REVIEW EACH LINE, RECOUNT THE INVENTORY, AND INITIAL THAT HE/SHE HAS EITHER CORRECTED THE ITEM OR THAT THE COUNT IS CORRECT. INV MGMT Manual Chapter 38, Subject 12IS & 15IS

Task #13 _____ Select line 3 again, **Print Missing Page And '5990007' Counts Report** (reprint these reports). Two reports will print "Missing Inventory Pages" (LIV027M) and "Inventory - SKU Errors" (LIV027N).

Reconcile any items on the report and reprint until there are no missing items. **This is the copy to be sent to the Corporate Office.** INV MGMT Manual Chapter 38, Subject 12IS & 14IS

Task #14 _____ Load your system printer, with two-part white paper if you haven't done so already.

Task #15 _____ If you are a primary center, insert a tape in your tape drive.

Task #16 _____ Select line 6, **Quick Save / Post Physical Inventory**. Again if you have two systems on one RS6000, both must be off the system. Both do not have to be done with inventory but must signoff for this step.

Stop and Call the Help Desk Ext. 3878

During this process the following reports will print:

**Inventory Variance/Change Report (LIV023B)
Inventory Verification Sign-off (Form 5011CIS)
Physical Inventory Shrinkage Report (LIV028P)
Special Order 7 Digit Skus - Qty Counted > QOH (7DIG.S.O.RPT)
Cost Stock Ledger Reconciliation (LIV028R)**

The center manager and the auditor must both sign the system generated Inventory Verification Sign-Off (Form 5011CIS) and keep photocopies of this document. **The original must be sent to the Corporate Office.**

The "INV \$VAR" column of the Physical Inventory Shrinkage Report must be reviewed to identify further corrections or possible miscalculations of the new "AVG COST". These will be reviewed and corrected on Sunday.

The Special Order 7 Digit Sku - Qty Counted > QOH Report will only print if you have SKUS that meet this criteria. INV MGMT Manual Chapter 38, Sub 12IS & 17IS

Task #17 _____ As soon as the terminal is back to the menu, select line 7, **Run Physical Inventory Sheet Recap Report (LIV020)**. Two reports will print:

Saturday, July 24, 2004 Cont...

Physical Inventory (LIV020) Lists your count sheets
Physical Inventory Recap (LIV020A)

You will have the option to print the pages at a later time (Monday) from your Spooler or print them immediately. **YOU MUST PRINT THEM IMMEDIATELY.** (this will take a couple of hours to print). INV MGMT Manual Chapter 38, Subject 12IS & 21IS

IN PAST INVENTORIES - SEVERAL CENTERS MISSED MENU ITEM #7 "RUN PHYSICAL INVENTORY SHEET RECAP REPORT (LIV020) THE JOB MUST BE REQUESTED AT THIS TIME. BEFORE YOU CONTINUE - CHECK TO ENSURE THAT THIS HAS BEEN ORDERED!

Remember, you do not have to wait until the Physical Inventory Sheets Report is completely printed to be able to go on to the next item. You only have to have the menu available to proceed.

As soon as the terminal is back to the menu,

Task #18 _____ Select line 8, **Close Physical Inventory.**

And once again... do not forget to "Close" the Physical Inventory (when you are finished) and do not forget to Run a DBR after you "Close" the Physical Inventory.

Task #19 _____ As soon as the terminal is back to the "Flying W", insert a tape in the tape drive (if you're are a primary center), sign onto ###-SYS,CONTROL, and **START YOUR DBR.** (This DBR sets up the system so that the Physical Inventory can be polled).

Task #20 _____ You must call the Help Desk (ext. 3878) at this point in the process and inform them you have started Task #19. This must be done even if you were someone who was not able to complete Task 19 by the deadline time and you have spoken to the help desk once already. (See the note on page 10).

Task #21 _____ Sign on to Admin and run a Consolidated Stock Ledger. Please mark **"AFTER INVENTORY, BUT PRIOR TO CORRECTIONS @ CENTER #: ATTN: ALTHEA"** in bold lettering on this report after it is printed.

Task #22 _____ **PLEASE DO NOT LEAVE THE CENTER FOR THE NIGHT UNTIL THIS STEP IS COMPLETED!** YOU MUST SIGN ON TO XXX-SYS,CONTROL AFTER THE DBR IS COMPLETED AND RUN A "COMPLETE FILE SAVE". Label it **"AFTER INV., BUT BEFORE CORRECTIONS @ CENTER #"** If you have two systems on one RS6000 you must have both systems at the "Flying W".

Task #23 _____ The Team Leader is to take the saved file off-site with him/her when they leave the center or plant. Bring this tape back with you on Sunday as this is the tape you will give to the Buyer's representative.

****** DO NOT ENTER ANY POST- INVENTORY CORRECTIONS ******
UNTIL AFTER 6:00 A.M. CDT (7:00 A.M. EDT) ON SUNDAY MORNING,
JULY 25, 2004

Sunday, July 25, 2004

Task #24 _____ THE TEAM LEADER AND MANAGER MUST REVIEW THE INVENTORY PRINTOUT FOR ERRORS THAT WERE NOT FOUND ON THE VARIANCE REPORT. Look for large \$ variances. Determine if it is from the quantity or cost. If from the quantity, look at the tickets for that item. Go back to the items and verify that the unit and description match. If not, you must cycle count in the In-Store system to correct. You must also list on the 'Excel Worksheet for Correction'.

If the cost is wrong, then the following TCL reports can be run to assist you in determining errors:

- LAST.5.RECEIVED
- SKU.RECV.HIST
- SKU.RECV.HIST.LY

for the receiving history and determine what the correct cost should be. List this on the Excel worksheet and call accounting so they can fix the mainframe.

Sunday, July 25, 2004 Cont...

If leased items exist, such as postage meters (with postage remaining in the machine), make sure the dollar amount is current and record this amount on the "Center Closing Statement" in the next step.

The following spreadsheet is found and can be downloaded from the 'documents/forms' tab in my.wickes.com under the section "Finance Forms". These spreadsheets need to be completed and then all must be e-mailed to amieske@wickes.com no later than 12:00 p.m. CST on Sunday, July 25, 2004:

_____ The Excel Worksheet for Correction to Inventory.

Task #25 _____ The "Center Closing Statement" in Excel (found in the same place as the reports in Task #24). This can only be done after the DC's are downloaded from Vernon Hills. That will be sometime after 3:00 p.m. today.

Task #26 _____ Run another Consolidated Stock Ledger report. Mark on this report after it is printed. "AFTER INVENTORY CORRECTIONS @ Center #: ATTN: ALTHEA" in bold lettering.

Task #27 _____ Sign on to xxx-SYS,CONTROL and run a DBR.

Task #28 _____ Run TWO complete file save tapes. Label them "AFTER INV. CORRECTIONS @ Center #" Package in bubble wrap and prepare to mail these tapes on Monday, each tape being mailed separately, to Vernon Hills, Attn: HELP DESK. **DO NOT PUT THESE TAPES WITH THE OTHER INVENTORY REPORTS AND SO FORTH THAT ARE GOING TO BE SENT TO THE CORPORATE OFFICE LATER. TAKE THESE TAPES WITH YOU WHEN YOU LEAVE FOR SAFEKEEPING TONIGHT UNTIL THEY CAN BE MAILED OR RETURNED TO VERNON HILLS ON MONDAY, July 25th.**

Under the direction of the Team Leader, an associate should box and prepare for shipment the following documents and equipment to the Accounting/Tax Departments in Vernon Hills by U.S. Mail or by UPS. Do not ship by pallet with the other items being shipped that way.

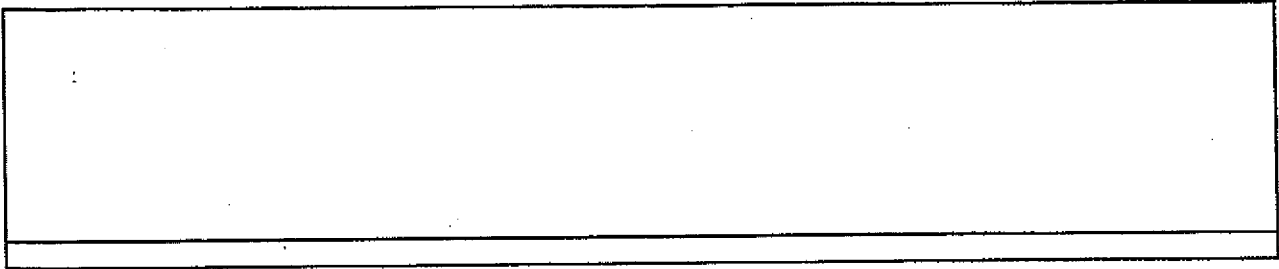
_____ Blanket Sales Tax Exemption Certificates. (Before sending, review these certificates to make certain that all tax-exempt sales have been covered.)

_____ Current copies of all licenses and permits for carrying on business or for selling special classes of merchandise.

_____ Locate and secure the center's Bankcard ZON machines (380/2 ONLY) and send ZON machines to the Corporate Banking Department, attn: Darold Weidman.

_____ All Bad checks files.

_____ All Physical Inventory count sheets, reports, audit sheets, and the following cost stock ledgers: (1) After Inventory, prior to corrections and (2) After Inventory with corrections. Also include a hard copy of the excel spreadsheets that were e-mailed to Althea Mieske (see Task # 24 & 25). Complete this step just like you've done in past physical inventories.



Notes

EXHIBIT 2.10

ESCROW AGREEMENT

ESCROW AGREEMENT made as of June 23, 2004, by and among Bradco Supply Corporation, a New Jersey corporation ("Purchaser"), Wickes Inc., a Delaware corporation ("Seller"), and First American Title Insurance Company, as escrow agent (the "Escrow Agent").

Purchaser and Seller have entered into an Asset Purchase and Sale Agreement dated as of June 23, 2004 (as amended or supplemented, the "Purchase Agreement"), providing for the purchase by Purchaser of the Assets related to each Location and the assumption by Purchaser of certain liabilities and the performance of certain obligations of Seller.

The Purchase Agreement provides that Purchaser shall put \$2,820,000 of the Purchase Price (the "Bid Deposit") into escrow with the Escrow Agent, which amount, including all earnings thereon generated while held in such escrow, shall be applied and transferred solely as provided in Section 2.10 of the Purchase Agreement.

The parties to this Escrow Agreement have agreed upon and wish to set forth the terms and conditions with respect to the Escrow Amount held by the Escrow Agent.

NOW THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms defined in the Purchase Agreement, when used herein, shall have the respective meanings set forth therein.
2. Escrow Agent. Purchaser and Seller hereby designate and appoint the Escrow Agent to serve in accordance with the terms, conditions and provisions of this Escrow Agreement, and the Escrow Agent hereby agrees to act as such, upon the terms, conditions and provisions provided in this Escrow Agreement.
3. Deposit of Bid Deposit. Concurrently with the execution of this Escrow Agreement, Purchaser has delivered the Bid Deposit to the Escrow Agent for deposit into an escrow account (the "Escrow Account") subject to the terms and provisions contained herein.
4. Disbursement of Bid Deposit. Subject to the right of the Escrow Agent to resign as hereinafter provided, the Escrow Agent shall hold the Bid Deposit and shall apply and transfer the Bid Deposit to Purchaser or Seller, as the case may be, only for the following purposes and in the following manner:
 - (i) The Bid Deposit shall be transferred to Purchaser upon the rightful termination of the Purchase Agreement by Purchaser under Section 6.6.2 thereof;

- (ii) The Bid Deposit shall be transferred to Seller upon the wrongful termination of the Purchase Agreement by Purchaser or if Purchaser defaults on its obligation to consummate the transactions contemplated in the Purchase Agreement;
- (iii) Some or all of the remaining Bid Deposit, as the case may be, shall be transferred to Seller or Purchaser toward payment or refund of the Inventory Value Difference in accordance with their joint instructions delivered pursuant to Section 2.8 of the Purchase Agreement;
- (iv) Any portion of the Bid Deposit remaining after application in accordance with the immediately preceding paragraph shall be used to satisfy the prorations, if any, not capable of being made at Closing, on or before the forty-fifth (45) day following the Closing; and
- (v) Any portion of the Bid Deposit remaining after application in accordance with the immediately preceding paragraph shall be wire transferred to Seller on the forty-fifth (45) day following the Closing unless a dispute under Section 2.7 of the Purchase Agreement remains unresolved, in which event the remaining Bid Deposit shall continue to be held in escrow until further order of the Bankruptcy Court.

5. Disbursement Procedures.

(a) If the Purchaser requests a payment from the Escrow Agent pursuant to paragraph (i) of Section 4 hereof, or Seller requests a payment from the Escrow Agent pursuant to clause (ii) of Section 4 hereof, then Purchaser or Seller, as the case may be, shall notify the Escrow Agent in writing of such request, which notice shall include a summary of the basis for its claims and disbursement instructions (a "Bid Deposit Claim"). The party asserting a Bid Deposit Claim shall provide the other party with a copy of such Bid Deposit Claim when it provides such Bid Deposit Claim to the Escrow Agent. The Escrow Agent shall, within five (5) business days of receipt of a Bid Deposit Claim, provide an additional copy of such Bid Deposit Claim to the other party and, on a date which is not less than ten (10) business days thereafter, disburse to the party that asserted the Bid Deposit Claim from the Escrow Account the Bid Deposit, unless prior to the date of disbursement the other party delivers to the Escrow Agent and the party that asserted the Bid Deposit Claim a written notice disputing in good faith (a "Dispute Notice") the asserting party's right to the Bid Deposit.

(b) If a party delivers a Dispute Notice to the other party pursuant to Section 5(a), then the Escrow Agent shall continue to hold the Bid Deposit until receipt of written instructions jointly executed by Purchaser and Seller or a final judgment entered by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court") with respect to Case No. 04 B 02221 (a "Court Order"), and shall

thereafter disburse the Bid Deposit in accordance with such joint instructions or the Court Order.

(c) Notwithstanding the provisions of this Section 5, if Purchaser and Seller jointly execute a written notice to the Escrow Agent providing the Escrow Agent with disbursement instructions for all or part of the Bid Deposit, the Escrow Agent shall disburse the Bid Deposit (or the portion specified in such notice) in accordance with the instructions contained in such notice.

(d) Transfers to Purchaser or Seller of some or all of the remaining Bid Deposit pursuant to paragraphs (iii), (iv) or (v) of Section 4 hereof shall be made by the Escrow Agent only upon receipt of (i) a jointly executed written notice of Purchaser and Seller or (ii) a Court Order.

6. Investment of Escrow Account. The Escrow Agent shall invest and reinvest the Escrow Amount in the _____ Money Market Fund. Neither the Escrow Agent, Seller nor Purchaser shall be liable or responsible in any manner for any loss or depreciation resulting from any such investment or liquidation, or for any costs in connection therewith, and all of said losses and costs shall be borne by the Escrow Account.

7. Investment Income. Income, interest, increments and realized gains paid upon the Bid Deposit held in the Escrow Account shall become part of the Escrow Amount and shall be retained in the Bid Deposit and be disbursed in accordance with the terms of this Agreement.

8. Certain Tax Matters. Seller hereby acknowledges that, for federal and state income tax purposes, all amounts earned on the investment of the Escrow Amount shall be income of Seller. The Escrow Agent shall be responsible for reporting any earnings to Seller and the Internal Revenue Service.

9. Responsibilities of the Escrow Agent. The Escrow Agent shall have no duties or responsibilities except those expressly set forth herein. The Escrow Agent shall have no responsibility for the validity of any agreements referred to in this Escrow Agreement, or for the performance of any such agreements by any party thereto or for interpretation of any of the provisions of any of such agreements. The liability of the Escrow Agent hereunder shall be limited solely to bad faith, willful misconduct or gross negligence on its part. The Escrow Agent shall be protected in acting upon any certificate, notice or other instrument whatsoever received by the Escrow Agent under this Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which the Escrow Agent in good faith believes to be genuine and to have been signed or presented by a proper person or persons.

Except as otherwise required by this Agreement, the Escrow Agent shall have no responsibility as to the validity, collectability or value of any property held by it in escrow pursuant to this Escrow Agreement and the Escrow Agent may rely on any notice,

instruction, certificate, statement, request, consent, confirmation, agreement or other instrument which it believes to be genuine and to have been signed or presented by a proper person or persons. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions from any of the undersigned with respect to any property held by it in escrow pursuant to this Escrow Agreement which, in the opinion of the Escrow Agent, are in conflict with any of the provisions of this Escrow Agreement, the Escrow Agent shall be entitled to refrain from taking any action until it shall be directed otherwise in writing by all of the other parties hereto or by an order of a court of competent jurisdiction. The Escrow Agent shall be deemed to have no notice of, or duties with respect to, any agreement or agreements with respect to any property held by it in escrow pursuant to this Escrow Agreement other than this Escrow Agreement or except as otherwise provided herein. This Escrow Agreement sets forth the entire agreement between the parties hereto and the Escrow Agent as escrow agent. Notwithstanding any provision to the contrary contained in any other agreement (excluding any amendment to this Escrow Agreement) between any of the parties hereto, the Escrow Agent shall have no interest in the property held by it in escrow pursuant to this Escrow Agreement except as provided in this Escrow Agreement. In the event that any of the terms and provisions of any other agreement (excluding any amendment to this Escrow Agreement) between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Escrow Agreement, the terms and provisions of this Escrow Agreement shall govern and control in all respects.

No assignment of the interest of any of the parties hereto shall be binding upon the Escrow Agent unless and until written evidence of such assignment in form satisfactory to the Escrow Agent shall be delivered to and acceptable by the Escrow Agent. In the event that any property in the Escrow Account shall be stayed or enjoined by an order of court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Escrow Agreement, or any part thereof, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. If the Escrow Agent becomes involved in litigation on account of this Escrow Agreement, it shall have the right to retain counsel and shall have a first lien on the property described hereunder for any and all costs, reasonable attorneys' fees, charges, disbursements and expenses in connection with such litigation; and, after delivery of written notice to the parties hereto, detailing the fees and charges to be paid, shall be entitled to reimburse itself therefore out of the property deposited hereunder, and if it shall be unable to reimburse itself from the property deposited hereunder, the parties hereto jointly and severally agree to pay to the Escrow Agent on demand reasonable attorneys' fees, disbursements and expenses incurred in connection with such litigation.

10. Amendment and Cancellation. The Escrow Agent shall not be bound by any cancellation, waiver, modification or amendment of this Escrow Agreement,

including the transfer of any interest hereunder, unless such modification is in writing and signed by Seller and Purchaser and, if the duties of the Escrow Agent hereunder are affected in any way, unless the Escrow Agent also shall have given its written consent thereto.

11. Resignation. The Escrow Agent shall have the right, in its discretion, to resign as escrow agent at any time, by giving at least thirty (30) days' prior written notice of such resignation to Seller and Purchaser. In such event Seller and Purchaser will promptly select a bank or title company with capital, surplus and undivided profits of not less than \$50,000,000 which will be appointed as successor Escrow Agent, and Seller and Purchaser will enter into an agreement with such bank or title company in substantially the form of this Escrow Agreement. Resignation by the Escrow Agent shall relieve the Escrow Agent of any responsibility or duty thereafter arising hereunder, but shall not relieve the Escrow Agent of responsibility to account to Seller and Purchaser for funds received by the Escrow Agent prior to the effective date of such resignation. If a substitute for the Escrow Agent hereunder shall not have been selected as aforesaid, the Escrow Agent shall be entitled to petition any court for the appointment of a substitute for it hereunder or, in the alternative, it may (i) transfer and deliver funds deposited in the Escrow Account to or upon the order of such court, or (ii) keep safely all funds in the Escrow Account until it receives joint written notice from Seller and Purchaser of a substitute appointment. The Escrow Agent shall be discharged from all further duties hereunder upon acceptance by the substitute of its duties hereunder or upon transfer and delivery of the said funds in said Escrow Account to or upon the order of any court.

12. Fees. The Escrow Agent shall be paid the fees listed on Exhibit A attached hereto for its service hereunder and shall be reimbursed for its actual out-of-pocket expenses in connection with the administration of the Escrow. Seller and Purchaser agree that all fees and expenses of the Escrow Agent (including fees and expenses paid out of the funds held in the Escrow Account and including fees and disbursements of counsel) shall be borne equally by Seller and Purchaser. Each of Purchaser, on the one hand, and Seller, on the other hand, shall be liable for one-half of the Escrow Agent's fees and expenses for its services hereunder which Seller and Purchaser will pay at the closing under the Purchase Agreement before the deposit of the Escrow Amount into the Escrow Account. The Escrow Agent does not have and will not have any interest in the funds deposited hereunder but is serving only as escrow holder and having only possession thereof.

13. Payments. At any time the Escrow Agent is required to distribute or pay over any amounts held by or received by it under any of the provisions of this Escrow Agreement to Seller or Purchaser, such distribution and payment shall be effected by wire transfer of such amounts to an account or accounts designated in writing by Seller or Purchaser.

14. Notices. All communications and disbursements required pursuant to this Escrow Agreement shall be addressed to the Escrow Agent, Purchaser and Seller, respectively as follows:

If to Escrow Agent:

First American Title Insurance Company
30 N. LaSalle Street, Suite 310
Chicago, Illinois 60602
Attn: _____
Fax: (312) 553-0480
Email:

If to Purchaser, to:

Bradco Supply Corporation
13 Production Way
Avenel, NJ 07001
Attn: Steve Feinberg
Fax: 732-382-3577
Email: sfeinberg@bradcosupply.com

If to Seller:

Wickes Inc.
706 North Deerpath Drive
Vernon Hills, Illinois 60061
Attn: James J. O'Grady
Fax: (847) 367-3765
Email: jogrady@wickes.com

With a copy to:

Schwartz Cooper Greenberger
& Krauss, Chartered
180 N. LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Mark Butterman
Fax: (312) 264-2422
Email: mutterman@scgk.com

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

Any notice, instructions or delivery under any of the provisions of this Escrow Agreement shall be in writing and shall be delivered personally, or sent by reputable overnight courier service, delivery charges prepaid and proof of delivery requested. Any such notice shall be deemed given (i) if delivered personally, when so delivered to the applicable address set forth above in this Section 14 or (ii) if sent by overnight courier service to the applicable address set forth above in this Section 14, two days after delivery to such courier service. Notwithstanding any of the foregoing, no notice or instructions to the Escrow Agent shall be deemed to have been received by the Escrow Agent prior to actual receipt by the Escrow Agent, and any computation of a time period which is to begin after receipt of a notice by the Escrow Agent shall run from the date of such receipt by the Escrow Agent.

15. Parties in Interest. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. Captions. The paragraph captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Escrow Agreement.

17. Execution by Escrow Agent. The execution of this Escrow Agreement by the Escrow Agent shall constitute a receipt for the Escrow Amount.

18. Indemnification of Escrow Agent. Each of Seller and Purchaser agree, jointly and severally, to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, claim or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Escrow Agreement, except for bad faith, gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this Section 18 shall survive termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

19. Disagreements. If any disagreement or dispute arises between the parties to this Escrow Agreement concerning the meaning or validity of any provision under this Escrow Agreement or concerning any other matter relating to this Escrow Agreement, the Escrow Agent (a) shall be under no obligation to act, except under process or order of court, or until it has been adequately indemnified to its full satisfaction, and shall sustain no liability for its failure to act pending such process or court order or indemnification, and (b) may deposit, in its sole and absolute discretion, the Escrow Amount or that portion of the Escrow Amount it then holds with the Bankruptcy Court and interplead the parties. Upon such deposit and filing of interpleader, the Escrow Agent shall be relieved of all liability as to the Escrow Amount and shall be entitled to recover from the parties its reasonable attorneys' fees and other costs incurred in commencing and maintaining such action.

20. Third Party Beneficiaries. Nothing in this Escrow Agreement, express or implied, is intended to or shall confer upon any person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement, and no person shall be deemed to be a third party beneficiary under or by reason of this Escrow Agreement.

21. Governing Law. THIS ESCROW AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF ILLINOIS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

22. Counterparts. This Escrow Agreement may be executed in two or more counterparts, all of which taken together shall constitute on instrument.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereunto have duly caused this Escrow Agreement to be executed as of the first day above written.

PURCHASER:

**BRADCO SUPPLY CORPORATION, a
New Jersey corporation**

By: _____
Its: _____

SELLER:

WICKES INC., a Delaware corporation

By: _____
Its: _____

ESCROW AGENT:

**FIRST AMERICAN TITLE
INSURANCE COMPANY**

By: _____
Its: _____

EXHIBIT A

[\$250], payable on the date of the Escrow Agreement and, if the Escrow Agreement is not terminated prior thereto, on each anniversary of such date.

EXHIBIT 2.13.3.1

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment is executed as of _____, 2004 pursuant to that certain Asset Purchase and Sale Agreement (the "Purchase Agreement") dated as of June 23, 2004, by and between Bradco Supply Corporation, a New Jersey ("Purchaser"), and Wickes Inc., a Delaware corporation, GLC Division, Inc., a Delaware corporation, and Lumber Trademark Company, an Illinois corporation (collectively, "Seller"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

In consideration of the mutual promises and covenants contained in the Purchase Agreement, Seller does hereby grant, bargain, sell, convey, transfer and assign unto Purchaser, free and clear of all liens, claims, encumbrances and defects, all of the Seller's right, title and interest in and to the Assets (other than Owned Real Property).

The Assets described in this Bill of Sale and Assignment are being granted, bargained, sold, conveyed, transferred and assigned to Purchaser subject to and in accordance with the terms of the Purchase Agreement and there shall be no representations, warranties or other agreements with respect to the Assets either express or implied other than as contained in the Purchase Agreement.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be executed by its proper officer thereunto duly authorized as of the ___ day of _____ 2004.

WICKES INC., a Delaware corporation

By: _____
Name: _____
Its: _____

EXHIBIT 2.13.3.2

QUITCLAIM DEED

WICKES INC., Debtor-In-Possession, a Delaware corporation, whose address is 706 Deerpath Drive, Vernon Hills, Illinois, 60061, quitclaims to Bradco Supply Corporation, whose address is 13 Production Way, Avenel, New Jersey, the premises in _____, _____ County, _____, described as

SEE EXHIBIT A ATTACHED HERETO

commonly known as _____, Tax Parcel Number _____, for the full consideration of \$10.00.

Dated: _____, 2004

Signed in the presence of:

Signed:

By: _____

WICKES INC., a Delaware corporation

[Name typed or printed in black ink]

By: _____

By: _____

[Name typed or printed in black ink]

James O'Grady, President

State of Illinois)
)ss.
County of Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James O'Grady, President, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and wavier of the right of homestead if any.

Given under my hand and official seal, this _____ day of _____, 2004.

Notary Public

Drafted by:
Michael D. Rothstein, Esq.
Schwartz, Cooper, Greenberger & Krauss
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

When recorded return to:

Send subsequent tax bills to:

EXHIBIT 2.13.3.3

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and delivered as of the ____ day of _____, 2004 by and between **WICKES INC.**, Debtor-In-Possession, a Delaware corporation ("Assignor"), and Bradco Supply Corporation, a New Jersey corporation ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to that certain Asset Purchase and Sale Agreement dated as of June 23, 2004 by and among Assignor, GLC Division, Inc., a Delaware corporation, Lumber Trademark Company, an Illinois corporation, and Assignee (the "Purchase Agreement"), Assignor hereby grants, transfers, conveys, and assigns to Assignee all of the right, title and interest of Assignor in, to and under those certain leases of (i) the premises located at _____, Menands, New York (the "NY Premises") and more particularly described in Exhibit A attached hereto, dated as of _____ by and between Assignor, as lessee, and _____, as lessor (as amended or supplemented the "NY Lease"), (ii) the premises located at _____ (the "NJ Premises") and more particularly described in Exhibit B attached hereto, dated as of _____ by and among Assignor, as lessee and _____, as lessor (as amended or supplemented, the "NJ Lease") and (iii) the premises located at _____, Newtown Connecticut (the "CT Premises") and more particularly described in Exhibit C attached hereto, dated as of _____ by and among Assignor, as lessee, and _____ (as amended or modified, the "CT Lease").

2. Assignee hereby accepts the foregoing assignment and, subject to the terms and conditions of the Purchase Agreement, assumes all of the Assignor's duties, obligations and liabilities (collectively, "obligations") under the NY Lease, the NJ Lease and the CT Lease accruing from and after the date hereof.

3. This Assignment shall not alter, modify or amend the terms of the NY Lease, the NJ Lease or the CT Lease in any respect.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns; provided, however, that any future assignment of the NY Lease, the NJ Lease or the CT Lease by Assignee shall be subject to any lessor consent requirements contained therein.

5. This Assignment shall be governed by and interpreted in accordance with the laws of New York, in the case of the NY Lease, New Jersey, in the case of the NJ Lease, and Connecticut, in the case of the CT Lease.

6. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

7. This Assignment may be executed in counterparts, which, when integrated, shall constitute one original of the Assignment.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Lease as of the day and year first above written.

ASSIGNOR:

WICKES INC., a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

BRADCO SUPPLY CORPORATION, a
New Jersey corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT _____, the _____ of Wickes Inc., a
Delaware corporation, personally known to me to be the same person whose name is subscribed
to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed, sealed and delivered the said instrument as the free and voluntary act of said corporation,
for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2004.

[NOTARY SEAL]

NOTARY PUBLIC

Commission Expires: _____

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2004, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as _____ of _____ to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

EXHIBIT A

252716.1 050495-32982

TRADEMARK
REEL: 004193 FRAME: 0096

EXHIBIT B

252716.1 05049S-32982

TRADEMARK
REEL: 004193 FRAME: 0097

EXHIBIT C

252716.1 050495-32982

TRADEMARK
REEL: 004193 FRAME: 0098

EXHIBIT 2.13.3.3

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "Assignment") is made and delivered as of the ____ day of ____, 2004 by and between **GLC DIVISION INC.**, Debtor-In-Possession, a Delaware corporation ("Assignor"), and Bradco Supply Corporation, a New Jersey corporation ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to that certain Asset Purchase and Sale Agreement dated as of June 23, 2004 by and among Assignor, Wickes Inc., a Delaware corporation, Lumber Trademark Company, an Illinois corporation, and Assignee (the "Purchase Agreement"), Assignor hereby grants, transfers, conveys, and assigns to Assignee all of the right, title and interest of Assignor in, to and under that certain lease of the premises located at _____, Meredith, New Hampshire (the "Premises") and more particularly described in Exhibit A attached hereto, dated as of _____ by and between Assignor, as lessee, and _____, as lessor (as amended or supplemented the "Lease").

2. Assignee hereby accepts the foregoing assignment and, subject to the terms and conditions of the Purchase Agreement, assumes all of the Assignor's duties, obligations and liabilities (collectively, "obligations") under the Lease accruing from and after the date hereof.

3. This Assignment shall not alter, modify or amend the terms of the Lease in any respect.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns; provided, however, that any future assignment of the Lease by Assignee shall be subject to any lessor consent requirements contained therein.

5. This Assignment shall be governed by and interpreted in accordance with the laws of New Hampshire.

6. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

7. This Assignment may be executed in counterparts, which, when integrated, shall constitute one original of the Assignment.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Lease as of the day and year first above written.

ASSIGNOR:

GLC DIVISION INC., a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

BRADCO SUPPLY CORPORATION, a New Jersey corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT _____, the _____ of Wickes
Inc., a Delaware corporation, personally known to me to be the same person whose name
is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered the said instrument as the free and
voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2004.

[NOTARY SEAL]

NOTARY PUBLIC

Commission Expires: _____

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2004, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as _____ of _____ to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

EXHIBIT A
DESCRIPTION

252747.1 050495-32982

TRADEMARK
REEL: 004193 FRAME: 0103

EXHIBIT 2.13.3.4

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption") is entered into as of _____, 2004, by and among BRADCO SUPPLY CORPORATION, a New Jersey corporation ("Assignee") and WICKES INC., a Delaware corporation, GLC DIVISION, INC., a Delaware corporation, and LUMBER TRADEMARK COMPANY, an Illinois corporation (collectively, "Assignor"), pursuant to that certain Asset Purchase and Sale Agreement (the "Agreement") dated as of June 23, 2004, by and between Assignor, and Assignee. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

Assignor and Assignee hereby agree as follows:

Section 1. Assignment. Subject to the terms and conditions of the Agreement, Assignor does hereby assign, grant, transfer and set over unto the Assignee all of Assignor's rights, benefits, privileges, causes of action and remedies under all of the Designated Executory Contracts, together with such other rights, causes of action and remedies as may arise by operation of law, in law or equity, in connection with any of such Designated Executory Contracts.

Section 2. Assumption. Subject to the terms and conditions of the Agreement, Assignee hereby accepts the assignment in Section 1 hereof and, from and after the date hereof, will assume, perform, and discharge all of the liabilities under the Designated Executory Contracts that accrue after the date hereof, as part of the Assumed Liabilities as provided in Section 2.3 of the Agreement and all liabilities to make any payments when due with respect to Assumed Liabilities.

Section 3. No Amendment. This Assignment and Assumption shall not alter, modify or amend the terms of the Designated Executory Contracts in any respect, nor shall it subject Assignee to any greater liabilities, obligations or duties in connection therewith than would have been enforceable against Assignor.

Section 4. Binding Effect. This Assignment and Assumption shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.

Section 5. Governing Law. This Assignment and Assumption shall be governed by and interpreted in accordance with the laws of the State of Illinois.

Section 6. Conflicts. To the extent there is a conflict between the terms and provisions of this Assignment and Assumption and the Agreement, the terms and provisions of the Agreement will govern.

The parties hereto have executed this Assignment and Assumption as of the date first written above.

WICKES INC., a Delaware corporation

By: _____
Name: _____
Its: _____

GLC DIVISION, INC., a Delaware corporation

By: _____
Name: _____
Its: _____

LUMBER TRADEMARK COMPANY, an Illinois corporation

By: _____
Name: _____
Its: _____

BRADCO SUPPLY CORPORATION, a New Jersey corporation

By: _____
Name: _____
Title: _____

EXHIBIT B

EXHIBIT B

VENDOR NAME	DESCRIPTION	CURE AMOUNT
Alltex	Uniform rental service agreement at Meredith, NH	\$123.00
AT&T Wireless Services	Cellular	\$0.00
Business Electronics Inc	Service Agreement Phone at Newtown, CT - WICK01	\$0.00
Cintas Corporation #029	Floor mat rental at Frederick, MD	\$25.00
Coffee System	Coffee service at Walden, NY	\$0.00
Coverall of Philadelphia	Janitorial services at Exton, PA - 0000004816	\$1,074.00
Coyne Textile Services	Floor mat rental at Menands, NY - CHR 5387	\$58.00
CSX	Rail Siding Agreement at Frederick, MD- B-Dem-79-810	\$0.00
Culligan	Drinking water service at Frederick, MD	\$25.00
D&E Communications Inc	Service Maintenance at Ephrata, PA	\$58.00
Hypen Solutions LTD	Software services - M2 contract with Wickes at Frederick, MD	\$280.00
Keilens Body Shop Inc	Storage Trailer at Menands, NY - 4046	\$0.00
Laser Lab Inc	Preventive Printer Maintenance Contract at Ephrata, PA- 26664	\$0.00
Mac Durgin Business Systems	Fax machine service at Meredith, NH - LA2931	\$173.00
Mar Rube Trailer Rental Inc	Rental of Storage Container at Frederick, MD - 51812	\$126.00
Morristown and Erie Railway	Rail Siding Agreement at Kenvil, NJ - Agreement #7808	\$0.00
Munchie Time	Vending service at Kenvil, NJ - 41304	\$132.00
Nextel Communications	Cellular	\$491.00
Nextel Communications	Cellular	\$306.00
Nextel Communications	Cellular	\$491.00
Nextel Communications	Cellular	\$306.00
Nextel Communications	Cellular	\$491.00
Nextel Communications	Cellular	\$306.00
Nextel Partners Inc	Cellular	\$1,581.00
Nextel Partners Inc	Cellular	\$1,581.00
Norfolk Southern	Rail Siding Agreement at Walden, NY- DDA 5.102	\$0.00
Norfolk Southern	Rail Siding Agreement at Ephrata, PA	\$0.00
Norfolk Southern	Rail Siding Agreement at Newtown, CT - 298-123	\$2,000.00

EXHIBIT B

VENDOR NAME	DESCRIPTION	CURE AMOUNT
PBCC	Postage service at Kenvil, NJ	\$122.00
Pitney Bowes Inc	Postage service at Meredith, NH	\$30.00
Porco Energy Corporation	LP Gas Agreement with Walden, NY	\$19.00
Quench	Drinking water contract - 002-0159321-001	\$635.00
Reichs Ford Truck & Tractor	Trailer Rental at Walden, NY	\$36.00
Seacoast Business Machines	Copier Maintenance at Portland, ME - 7725148	\$283.00
Triangle Communications Inc	Cellular	\$0.00
Verizon	Cellular	\$20.00
Verizon Wireless	Cellular	\$441.00
Versatile Office & Storage Inc	Storage Box Container	\$70.00
Facility Lease	44 Railroad Avenue Meredith, NH 03253	\$0.00
Facility Lease	391 Broadway Menands, NY 12204	\$3,147.79
Showroom Lease	742 Rt 46 Kenvil, NJ 07847 Rail Address: Kenvil, NJ Rail Delivery: M&E No Centerbeam Flatcars	\$0.00
Easement	46 Swamp Road Newtown, CT 06470 Rail Address: Newtown, CT Rail Delivery: HRRRC	\$752.90

TOTAL: \$15,183.69

Schedule A
The Locations
(\$ in Thousands)

NO.	CENTER NAME	MAILING ADDRESS	TRUCK/RAIL ADDRESS	ESTIMATED ASSUMED ACCOUNTS RECEIVABLE BALANCE	ESTIMATED INVENTORY VALUE
426	Bear, DE	Porter Building Products 1501 Porter Road Bear, DE 19701-2111	Valley Warehouse Edgo Moor, DE	789	694
087	Ephrata, PA	82 Garden Spot Road Ephrata, PA 17522	82 Garden Spot Road Ephrata, PA 17522	692	844
213C	Ephrata, PA	82 Garden Spot Road Ephrata, PA 17522	82 Garden Spot Road Ephrata, PA 17522 Rail Address: Ephrata Rail Delivery: NS - PRL	584	342
208	Exton, PA	145 S. Whitford Road Exton, PA 19341	145 S. Whitford Road Exton, PA 19341	2,368	1,745
065	Frederick, MD	5219 Urbans Pike Frederick, MD 21704	Route 355, 1 1/2 Miles South Frederick, MD 21704 Rail Address: Frederick, MD Rail Delivery: CSXT	4,743	2,915
330	Hampton, NH	P. O. Box 910 Hampton, NH 03842	864 Lafayette Road Hampton, NH 03842	865	1,022
067	Kenvil, NJ	P. O. Box 562 Kenvil, NJ 07847	742 Rt 46 Kenvil, NJ 07847 Rail Address: Kenvil, NJ Rail Delivery: M&E No Centerbeam Flatcars	1,895	1,215
291	Menands, NY	391 Broadway Menands, NY 12204	391 Broadway Menands, NY 12204	1,008	1,027
106	Meredith, NH	P. O. Box 669 Meredith, NH 03253	44 Railroad Avenue Meredith, NH 03253	1,456	2,075
214	Newtown, CT	46 Swamp Road Newtown, CT 06470 AM: Eugene Kelly	46 Swamp Road Newtown, CT 06470 Rail Address: Newtown, CT Rail Delivery: NS	1,292	1,516
267	Portland, ME	238 Riverside Street Portland, ME 04103	238 Riverside Street Portland, ME 04103	658	1,129
023	Walden, NY	2400 State Route 208 P. O. Box 231 Walden, NY 12586	West Side of Hwy 208 1 Mile South of Walden, NY 12586 Rail Address: Walden, NY Rail Delivery: NS No Centerbeam Flatcars	287	755

Schedule 1(a)
Designated Executory Contracts

Ctr	Vendor	Vendor Name	Desc of Service	Address1	Address2	City	St	Zip
067	6312764	Verizon	Cellular		PO Box 4833	Trenton	NJ	08650-4832
087	2005476	Nextel Partners Inc	Cellular		PO Box 4192	Carol Stream	IL	60197-4192
087	8196710	Norfolk Southern	Rail					
106	1379909	Altex	Uniform service		PO Box 5246	Manchester	NH	03108-5246
106	1391046	Mac Durgin Business Systems	Fax machine service		570 Union Ave	Laconia	NH	03246
106	6966616	Pitney Bowes Inc	Postage service		PO Box 856390	Louisville	KY	40285
208	1966529	Nextel Communications	Cellular		PO Box 17621	Baltimore	MD	21297-1621
208	1971425	Nextel Communications	Cellular		PO Box 4181	Carol Stream	IL	60197-4181
208	2022133	Coverall of Philadelphia	Janitorial services	NW 7843-18	PO Box 1450	Minneapolis	MN	55485-7843
213	1450700	Triangle Communications Inc	Cellular		940 West Main Street	New Holland	PA	17557
213	1898345	D&E Communications Inc	Service Maintenance	Attn Cashiers Department	PO Box 511	Ephrata	PA	17522
213	2050765	Laser Lab Inc	Maintenance		1438 W Main Street	Ephrata	PA	17522
214	1966529	Nextel Communications	Cellular		PO Box 17621	Baltimore	MD	21297-1621
214	1971425	Nextel Communications	Cellular		PO Box 4181	Carol Stream	IL	60197-4181
214	2011476	Business Electronics Inc	Service Agreement Phone		1701 Highland Ave	Cheshire	CT	06410
214	8196710	Norfolk Southern	Rail					
267	1579134	Seacoast Business Machines	Copier Maint		PO Box 6791	Scarborough	ME	04070-9791
267	1810197	AT&T Wireless Services	Cellular		PO Box 129	Newark	NJ	07101-2448
291	0046914	ADT Security Systems	Security System	C/O Melton Bank	PO Box 371994M	Pittsburgh	PA	15250
291	1135350	Keilens Body Shop Inc	Storage Trailer	6 McArthur Road	PO Box 207	Latham	NY	12110
291	1886924	Coyne Textile Services	Rug Service		PO Box 3437 Dept B	Syracuse	NY	13221
291	1983806	Versatile Office & Storage Inc	Storage Box Container		PO Box 2305	Wilton	NY	12831
291	2005476	Nextel Partners Inc	Cellular		PO Box 4192	Carol Stream	IL	60197-4192

Schedule 1 (b)
Leased Real Property

NO.	CENTER NAME	LEASE DESCRIPTION	MAILING ADDRESS	TRUCK/RAIL ADDRESS	LANDLORD CONTACT INFORMATION
106	Meredith, NH	Facility	P. O. Box 669 Meredith, NH 03253	44 Railroad Avenue Meredith, NH 03253	Gority Company Incorporated Attn: James Gority PO BOX 9111, 90 Oak Street Newton Upper Falls, MA 02164 617-928-3330
291	Menands, NY	Facility	391 Broadway Menands, NY 12204	391 Broadway Menands, NY 12204	Capital Dist Cooperative ATTN: Anthony Goodyer 381 Broadway Menands, NY 12204 518-465-1023
067	Kenvil, NJ	Showroom	P. O. Box 362 Kenvil, NJ 07847	742 Rt 46 Kenvil, NJ 07847 Rail Address: Kenvil, NJ Rail Delivery: M&E No Centerbeam Platcars	P&D Realty Associates ATTN: David P. Romano Morris Canal Plaza, 1070 US Highway 46 Lodgwood, NJ 07852 973-927-8308
214	Newtown, CT	Espresso	46 Swamp Road Newtown, CT 06470	46 Swamp Road Newtown, CT 06470 Rail Address: Newtown, CT Rail Delivery: HRRC	Maybrook Railroad Company PO BOX 687 Old Lyme, CT 06371 860-434-4303

Schedule 1(c)
Owned Equipment

Asset	Chr	Yr	Asset	C	Date in Service	Life	Historical Cost	Depn Amount	Y-T-D Depn	Depn Reserve	Net BV	Descrip
15400 023	00	16347	RACKS		15-APR-00	6.00	6,588.00	91.50	457.50	4575.00	2013.00	Machinery & Equipment
15400 023	00	16888	RACKING FROM ASSE		10-NOV-00	6.00	1,500.00	20.83	104.15	895.81	604.19	Machinery & Equipment
15400 023	01	17445	PALLET RACKING		10-FEB-01	6.00	21,629.15	300.40	1502.00	12016.11	9613.04	Machinery & Equipment
15400 023	01	19088	PALLET RACKING		10-AUG-01	6.00	23,734.46	329.65	1648.25	11207.95	12526.51	Machinery & Equipment
15400 023	01	19200	ELECTRICAL WIRING		10-OCT-01	6.00	7,510.37	104.31	521.55	3337.92	4172.45	Machinery & Equipment
15400 023	88	C0234083	FIRE EXTINGUIS		02-MAY-88	3.00	14.27	0.00	0.00	13.27	1.00	Machinery & Equipment
15400 023	88	C0234085	3 FIRE EXTINGU		02-MAY-88	3.00	7.86	0.00	0.00	6.86	1.00	Machinery & Equipment
15400 023	88	C0234086	3 FIRE EXTINGU		02-MAY-88	3.00	4.74	0.00	0.00	3.74	1.00	Machinery & Equipment
15400 023	88	C0234087	3 FIRE EXTINGU		02-MAY-88	3.00	18.72	0.00	0.00	17.72	1.00	Machinery & Equipment
15400 023	88	C0234091	LOGO SIGN 361		02-MAY-88	3.00	47.00	0.00	0.00	46.00	1.00	Machinery & Equipment
15400 023	88	C0234096	SNOW BLOWER		02-MAY-88	3.00	209.50	0.00	0.00	208.50	1.00	Machinery & Equipment
15400 023	89	C0234104	FUEL TANK		01-JUL-89	6.00	1,149.84	0.00	0.00	1148.84	1.00	Machinery & Equipment
15400 023	91	C0234111	LOZIER		01-SEP-91	6.00	8,223.29	0.00	0.00	8222.29	1.00	Machinery & Equipment
15400 023	91	C0234112	HVAC		01-SEP-91	6.00	500.00	0.00	0.00	499.00	1.00	Machinery & Equipment
15400 023	97	C0234119	BUYOUT RADIOS		10-NOV-97	2.00	1,153.62	0.00	0.00	1152.62	1.00	Machinery & Equipment
15400 023	99	C0234120	PHONE SYSTEM		10-MAY-99	6.00	17,992.32	249.88	1249.40	15242.63	2749.69	Machinery & Equipment
15502 023	01	18208	02-0394 GE LEASE		10-MAY-01	2.06	5,868.77	0.00	0.00	5868.77	0.00	Highway Trucks
15502 023	01	18412	03-2010 GE LEASE		10-JUN-01	2.06	3,338.78	0.00	0.00	3338.78	0.00	Highway Trucks
15502 023	01	19247	1993 BOOM TRUCK #		15-DEC-01	2.06	4,424.75	147.50	737.46	4424.75	0.00	Highway Trucks
15502 023	03	20147	03-2236 '99 FOR		10-JUL-03	2.06	11,099.55	369.99	1849.95	4069.86	7029.69	Highway Trucks
15600 023	01	19086	GARNET CHAIRS		10-AUG-01	5.00	1,866.15	31.10	155.50	1057.47	808.68	Office Equipment
15600 023	01	19202	MANAGERS DESK-OFF		10-OCT-01	5.00	1,350.00	22.50	112.50	720.00	630.00	Office Equipment
15600 023	02	19487	MINOLTA D1183		10-JUL-02	5.00	2,435.65	40.59	202.95	933.64	1502.01	Office Equipment
15600 023	91	C0236047	OFFICE FURNITU		01-SEP-91	5.00	3,997.01	0.00	0.00	3996.01	1.00	Office Equipment
15600 023	89	C0236051	5 CHAIRS		01-MAR-89	5.00	1,743.61	0.00	0.00	1742.61	1.00	Office Equipment
15601 023	00	17034	FRAME RELAY		10-SEP-00	3.06	4,132.01	0.00	196.78	4132.01	0.00	Data Handling Equip
15602 023	99	14757	EP CELERON-400 PC		10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	Infor Systems Equip
15602 023	01	17415	DESKPRO EN P3-733		10-JAN-01	3.00	1,991.65	0.00	0.00	1991.65	0.00	Infor Systems Equip
15602 023	01	18251	NETVISTA A40 P3-8		10-APR-01	3.00	1,483.82	0.00	123.65	1483.82	0.00	Infor Systems Equip
15602 023	01	18312	NETVISTA A40 P3-8		10-JAN-01	3.00	1,651.70	0.00	0.00	1651.70	0.00	Infor Systems Equip
15602 023	02	19492	IBM 1.6 40 GB 128		10-JUL-02	3.00	1,301.88	36.16	180.80	831.72	470.16	Infor Systems Equip
15602 023	02	19744	DELL LAPTOP		10-DEC-02	1.06	624.80	34.72	173.56	624.80	0.00	Infor Systems Equip
15602 023	02	19745	DELL DESKTOP		10-DEC-02	1.06	624.80	20.85	104.17	375.00	0.00	Infor Systems Equip
15602 023	02	19746	DELL LAPTOP		10-DEC-02	1.06	375.00	34.72	173.56	624.80	0.00	Infor Systems Equip
15602 023	02	19747	DELL DESKTOP		10-DEC-02	1.06	375.00	20.85	104.17	375.00	0.00	Infor Systems Equip
15603 023	99	C0236301	ALX VERSION 4		10-MAR-99	3.00	290.74	0.00	0.00	289.74	1.00	Capitalized Software
15603 023	99	C0236302	SOLUTIONS		10-MAY-99	3.00	0.00	0.00	0.00	0.00	0.00	Capitalized Software
15603 023	99	C0236303	PICK D3		10-MAY-99	3.00	1,560.49	0.00	0.00	1559.49	1.00	Capitalized Software
15604 023	03	20286	INSTORE CENTRALIZ		10-APR-03	5.00	468.50	7.81	39.05	109.32	359.18	Capitalized Info Sys Equi
15604 023	97	C0236210	UPGRADE PC		10-DEC-97	2.00	1,156.00	0.00	0.00	1155.00	1.00	Capitalized Info Sys Equi
15604 023	99	C0236212	12-PRINTERS		10-FEB-99	2.00	1,480.08	0.00	0.00	1479.08	1.00	Capitalized Info Sys Equi
15604 023	99	C0236213	18-TERMINALS		10-FEB-99	2.00	2,895.84	0.00	0.00	2894.84	1.00	Capitalized Info Sys Equi
15604 023	99	C0236214	RISC 6000		10-FEB-99	2.00	1,283.78	0.00	0.00	1282.78	1.00	Capitalized Info Sys Equi
15604 023	99	C0236215	TAPE DRIVE		10-FEB-99	2.00	858.00	0.00	0.00	857.00	1.00	Capitalized Info Sys Equi
15604 023	94	C0239001	INSTORE SOFTWA		10-APR-94	5.00	7,280.75	0.00	0.00	7279.75	1.00	Capitalized Info Sys Equi
15820 023	01	19084	KITCHEN DISPLAYS		12-JUN-01	4.00	53,024.08	1104.67	5523.35	39768.08	13256.00	Modular Displays
15820 023	01	19204	DISPLAY CABINETS		10-OCT-01	4.00	2,966.62	61.80	309.00	1977.71	988.91	Modular Displays

Schedule 1(c)
Owned Equipment

15400 065	99	14857-BUNKING RACKS	10-AUG-99	6.00	1,470.00	20.42	102.10	1184.18	285.82	Machinery & Equipment
15400 065	99	15603-DUMPING HOPPERS	10-NOV-99	6.00	2,045.77	28.41	142.05	1562.71	483.06	Machinery & Equipment
15400 065	00	16048-UPGRADE PHONE SYS	10-JAN-00	3.11	1,232.00	0.00	0.00	1232.00	0.00	Machinery & Equipment
15400 065	03	20212-HEAT PUMP	10-SEP-03	6.00	2,095.00	29.10	145.50	261.88	1833.12	Machinery & Equipment
15400 065	04	20471-HEAT PUMP/AC UNIT	09-JAN-04	6.00	1,865.00	25.90	129.50	129.50	1735.50	Machinery & Equipment
15400 065	88	C0654006-ATTIC FAN AND	02-MAY-88	3.00	4.85	0.00	0.00	3.85	1.00	Machinery & Equipment
15400 065	88	C0654007-2 ROOF VENTILA	02-MAY-88	3.00	9.48	0.00	0.00	8.48	1.00	Machinery & Equipment
15400 065	88	C0654010-2 ROOF VENTILA	02-MAY-88	3.00	9.48	0.00	0.00	8.48	1.00	Machinery & Equipment
15400 065	88	C0654018-5 STEEL RACKS	02-MAY-88	3.00	50.10	0.00	0.00	49.10	1.00	Machinery & Equipment
15400 065	88	C0654019-4 FIRE EXTINGU	02-MAY-88	3.00	8.72	0.00	0.00	7.72	1.00	Machinery & Equipment
15400 065	88	C0654020-FIRE EXTINGUIS	02-MAY-88	3.00	25.20	0.00	0.00	24.20	1.00	Machinery & Equipment
15400 065	88	C0654034-1 RR DOCKBOARD	02-MAY-88	3.00	34.93	0.00	0.00	33.93	1.00	Machinery & Equipment
15400 065	88	C0654038-1 CONVEYOR	02-MAY-88	3.00	6.78	0.00	0.00	5.78	1.00	Machinery & Equipment
15400 065	88	C0654044-1 FLAGPOLE	02-MAY-88	3.00	8.46	0.00	0.00	7.46	1.00	Machinery & Equipment
15400 065	88	C0654052-FIRE EXTINGUIS	02-MAY-88	3.00	12.59	0.00	0.00	11.59	1.00	Machinery & Equipment
15400 065	88	C0654053-4 PANEL CARTS	02-MAY-88	3.00	24.33	0.00	0.00	23.33	1.00	Machinery & Equipment
15400 065	88	C0654062-1 HWAY SIGN	02-MAY-88	3.00	487.14	0.00	0.00	486.14	1.00	Machinery & Equipment
15400 065	88	C0654071-INTERCOM SYSTE	02-MAY-88	3.00	135.12	0.00	0.00	134.12	1.00	Machinery & Equipment
15400 065	88	C0654072-STEEL SHELVING	02-MAY-88	3.00	175.78	0.00	0.00	174.78	1.00	Machinery & Equipment
15400 065	88	C0654079-1 APPLIANCE TR	02-MAY-88	3.00	8.64	0.00	0.00	7.64	1.00	Machinery & Equipment
15400 065	88	C0654085-STEEL SHELVING	02-MAY-88	3.00	742.69	0.00	0.00	741.69	1.00	Machinery & Equipment
15400 065	88	C0654087-2 METAL ROOFIN	02-MAY-88	3.00	133.00	0.00	0.00	132.00	1.00	Machinery & Equipment
15400 065	88	C0654090-CRIME CONTROL	02-MAY-88	6.00	430.73	0.00	0.00	429.73	1.00	Machinery & Equipment
15400 065	88	C0654091-INTERCOM	02-MAY-88	6.00	546.96	0.00	0.00	545.96	1.00	Machinery & Equipment
15400 065	88	C0654096-HVAC	02-MAY-88	6.00	3,865.48	0.00	0.00	3864.48	1.00	Machinery & Equipment
15400 065	88	C0654098-SHINGLE CONVEY	02-MAY-88	6.00	3,077.28	0.00	0.00	3076.28	1.00	Machinery & Equipment
15400 065	88	C0654100-SECURITY CASES	01-JUL-88	6.00	2,629.31	0.00	0.00	2629.31	0.00	Machinery & Equipment
15400 065	91	C0654102-LOZIER	01-JUL-91	6.00	1,043.54	0.00	0.00	1042.54	1.00	Machinery & Equipment
15400 065	89	C0654105-H.L. PHONE SYST	01-AUG-89	6.00	4,648.00	0.00	0.00	4647.00	1.00	Machinery & Equipment
15400 065	00	C0654108-1-UPGRADE PHON	10-OCT-00	6.00	8,153.85	113.25	566.25	4982.91	3170.94	Machinery & Equipment
15400 065	97	C0654108-PHONE SYSTEM	10-DEC-97	6.00	9,990.46	0.00	0.00	9989.46	1.00	Machinery & Equipment
15400 065	88	C0654109-2 REYNOLDS TRU	02-MAY-88	3.00	14.26	0.00	0.00	13.26	1.00	Machinery & Equipment
15400 065	94	C0654111-INTERCOM	10-DEC-94	6.00	12,373.38	0.00	0.00	12372.38	1.00	Machinery & Equipment
15400 065	94	C0654112-PANEL SAW	10-DEC-94	6.00	1,167.27	0.00	0.00	1166.27	1.00	Machinery & Equipment
15400 065	98	C0654113-RACKING	10-AUG-98	6.00	6,007.50	83.42	417.10	5839.62	167.88	Machinery & Equipment
15400 065	98	C0654114-UPGRADE PHONES	10-NOV-98	6.00	1,948.85	27.05	135.25	1812.56	136.29	Machinery & Equipment
15400 065	91	C0654999-SECURITY CASES	01-OCT-91	6.00	372.54	0.00	0.00	371.54	1.00	Machinery & Equipment
15400 065	88	C2084026-1 PANEL SAW	02-MAY-88	3.00	24.66	0.00	0.00	23.66	1.00	Machinery & Equipment
15500 065	03	20100-00-0216 '98 FORD	10-JUN-03	5.00	18,344.03	305.73	1528.65	3668.78	14675.25	Highway Tractors
15500 065	99	C4265002-00-0247 '95FORD	10-APR-99	2.06	23,000.00	0.00	0.00	22999.00	1.00	Highway Tractors
15502 065	00	16875-01-1759 AIR CONDI	10-APR-00	5.00	0.00	0.00	160.04	0.00	0.00	Highway Trucks
15502 065	00	16876-01-1786 AIR CONDI	28-JUL-00	5.00	0.00	0.00	160.04	0.00	0.00	Highway Trucks
15502 065	03	20382-03-2086 '95 14'D	03-DEC-03	2.06	666.29	22.21	111.05	155.46	510.83	Highway Trucks
15503 065	01	17405-11-0611 48' TRAILE	10-JAN-01	2.06	4,987.50	0.00	0.00	4987.50	0.00	Trailers
15503 065	02	19552-11-0620 TELEDYNE	10-SEP-02	5.00	2,856.70	47.61	95.22	999.83	1856.87	Trailers
15503 065	95	C0655302-JUJ 11-0415	10-MAY-95	5.00	11,297.50	0.00	0.00	11296.50	1.00	Trailers
15503 065	99	C0655305-11-0528 88GREA	10-MAY-99	5.00	7,580.19	0.00	505.32	7579.19	1.00	Trailers
15503 065	97	C1485301-11-0435 89GREA	10-APR-97	5.00	7,345.58	0.00	0.00	7344.58	1.00	Trailers

Schedule 1(c)
Owned Equipment

15600 065	88	C0655406-SNOW FLOW	02-MAY-88	3.00	47.60	0.00	0.00	46.60	1.00	Lift Trucks
15600 065	88	C0655411-REBUILD 05 001	02-MAY-88	3.00	0.00	0.00	0.00	0.00	0.00	Lift Trucks
15600 065	99	14517-EP2030 COPIER	10-JUN-99	5.00	2,523.15	210.27	210.27	2523.15	0.00	Office Equipment
15600 065	99	15174-UF885 PANASONIC F	10-SEP-99	5.00	1,982.50	33.04	165.20	1883.36	99.14	Office Equipment
15600 065	99	16228-OFFICE EQUIPMENT	01-DEC-99	5.00	3,648.75	60.81	304.05	3283.84	364.91	Office Equipment
15600 065	00	16793-MINOLTA EP2030 CO	10-JUN-00	5.00	3,224.55	53.74	268.70	2579.63	644.92	Office Equipment
15600 065	00	16885-UF885 FAX MACHINE	10-OCT-00	5.00	2,269.95	37.83	189.15	1654.61	605.34	Office Equipment
15600 065	88	C0656001-1 FIRE FILE	02-MAY-88	2.06	18.03	0.00	0.00	17.03	1.00	Office Equipment
15600 065	88	C0656002-1 DESK	02-MAY-88	2.06	11.21	0.00	0.00	10.21	1.00	Office Equipment
15600 065	88	C0656004-1 FILE	02-MAY-88	2.06	4.56	0.00	0.00	3.56	1.00	Office Equipment
15600 065	88	C0656005-1 DESK	02-MAY-88	2.06	11.20	0.00	0.00	10.20	1.00	Office Equipment
15600 065	88	C0656006-1 FILE	02-MAY-88	2.06	4.56	0.00	0.00	3.56	1.00	Office Equipment
15600 065	88	C0656034-1 FILE	02-MAY-88	2.06	4.50	0.00	0.00	3.50	1.00	Office Equipment
15600 065	88	C0656036-2 FILES	02-MAY-88	2.06	7.32	0.00	0.00	6.32	1.00	Office Equipment
15600 065	88	C0656039-6 CHAIRS	02-MAY-88	2.06	5.88	0.00	0.00	4.88	1.00	Office Equipment
15600 065	88	C0656041-OFFICE FURNITU	02-MAY-88	2.06	52.27	0.00	0.00	51.27	1.00	Office Equipment
15600 065	88	C0656042-OFFICE FURNITU	02-MAY-88	2.06	24.20	0.00	0.00	23.20	1.00	Office Equipment
15600 065	88	C0656043-1 TABLE	02-MAY-88	2.06	4.79	0.00	0.00	3.79	1.00	Office Equipment
15600 065	88	C0656045-1 DESK	02-MAY-88	2.06	5.38	0.00	0.00	4.38	1.00	Office Equipment
15600 065	88	C0656055-USED OFFICE FU	02-MAY-88	2.06	1.00	0.00	0.00	0.00	1.00	Office Equipment
15600 065	88	C0656056-USED OFFICE FU	02-MAY-88	2.06	1.00	0.00	0.00	0.00	1.00	Office Equipment
15600 065	88	C0656058-VIDEO TAPE & T	02-MAY-88	2.06	90.65	0.00	0.00	89.65	1.00	Office Equipment
15600 065	94	C0656062-VCR	10-DEC-94	5.00	633.75	0.00	0.00	632.75	1.00	Office Equipment
15600 065	88	C0656063-1 4 DRAWER FIL	02-MAY-88	2.06	4.38	0.00	0.00	3.38	1.00	Office Equipment
15600 065	88	C0656064-1 4 DRAWER FIL	02-MAY-88	2.06	4.38	0.00	0.00	3.38	1.00	Office Equipment
15600 065	88	C0656065-1 REF FILE	02-MAY-88	2.06	9.97	0.00	0.00	8.97	1.00	Office Equipment
15600 065	88	C0656066-1 FILE	02-MAY-88	2.06	3.56	0.00	0.00	2.56	1.00	Office Equipment
15600 065	88	C0656067-1 FILE	02-MAY-88	2.06	9.36	0.00	0.00	8.36	1.00	Office Equipment
15600 065	88	C0656068-3 DRAWER FILE	02-MAY-88	2.06	1.00	0.00	0.00	0.00	1.00	Office Equipment
15600 065	90	C0656069-MINOLTA COPIER	01-JUN-90	5.00	2,719.70	0.00	0.00	2718.70	1.00	Office Equipment
15600 065	94	C0656070-VCR	10-DEC-94	5.00	643.43	0.00	0.00	642.43	1.00	Office Equipment
15600 065	00	17046-FRAME RELAY	10-SEP-00	3.00	4,713.71	0.00	224.49	4713.71	0.00	Data Handling Equip
15602 065	99	14518-COMPAQ DESKPRO EN	10-JUN-99	3.00	2,564.15	0.00	0.00	2564.15	0.00	Infor Systems Equip
15602 065	99	14680-COMPAQ DESKPRO EN	10-JUL-99	3.00	2,798.99	0.00	0.00	2798.99	0.00	Infor Systems Equip
15602 065	99	14743-EP CELERON-400 PC	10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	Infor Systems Equip
15602 065	99	14744-EP CELERON-400 PC	10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	Infor Systems Equip
15602 065	99	14747-EP CELERON-400 PC	10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	Infor Systems Equip
15602 065	99	14751-EP CELERON-400 PC	10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	Infor Systems Equip
15602 065	99	14754-EP CELERON-400 PC	10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	Infor Systems Equip
15602 065	99	14755-EP CELERON-400 PC	10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	Infor Systems Equip
15602 065	99	14763-EP CELERON-400 PC	10-JUL-99	3.00	1,714.88	0.00	0.00	1714.88	0.00	Infor Systems Equip
15602 065	99	14939-COMPAQ DESKPRO EN	10-AUG-99	3.00	3,696.25	0.00	0.00	3696.25	0.00	Infor Systems Equip
15602 065	00	16392-DESKPRO P3-550	10-JUN-00	3.00	2,294.06	0.00	0.00	2294.06	0.00	Infor Systems Equip
15602 065	00	16794-P3-550 DESKPRO EN	10-JUL-00	3.00	2,209.73	0.00	0.00	2209.73	0.00	Infor Systems Equip
15602 065	01	17344-NEIVISTA P3-800	10-JAN-01	3.00	1,771.16	0.00	0.00	1771.16	0.00	Infor Systems Equip
15602 065	01	17457-LATITUDE C600 P3-	10-FEB-01	3.00	3,171.19	0.00	0.00	3171.19	0.00	Infor Systems Equip
15602 065	01	17467-NEIVISTA A40 P3-8	10-MAR-01	3.00	2,150.62	0.00	119.48	2150.62	0.00	Infor Systems Equip
15602 065	01	18148-NEIVISTA A40 P3-8	10-MAR-01	3.00	1,635.90	0.00	90.89	1635.90	0.00	Infor Systems Equip

Schedule I(c)
Owned Equipment

15602 065	01 18156-NETVISTA A40 800	10-APR-01	3.00	1,725.36	0.00	143.77	1725.36	0.00	Infor Systems Equip
15602 065	02 19750-DELL DESKTOP	10-DEC-02	1.06	375.00	20.85	104.17	375.00	0.00	Infor Systems Equip
15602 065	02 19755-DELL DESKTOP	10-DEC-02	1.06	375.00	20.85	104.17	375.00	0.00	Infor Systems Equip
15602 065	02 19770-DELL DESKTOP	10-DEC-02	1.06	375.00	20.85	41.68	375.00	0.00	Infor Systems Equip
15602 065	97 C0656205-DELL P166 PC	10-AUG-97	3.00	3,328.31	0.00	0.00	3327.31	0.00	Infor Systems Equip
15602 065	97 C0656209-DELL P166 PC	10-AUG-97	3.00	3,305.63	0.00	0.00	3304.63	0.00	Infor Systems Equip
15602 065	99 C0656215-DESKPRO EN PC	10-MAR-99	3.00	2,826.74	0.00	0.00	2825.74	0.00	Infor Systems Equip
15602 065	99 C0656217-DESKPRO EN PC	10-MAR-99	3.00	3,044.51	0.00	0.00	3043.51	0.00	Infor Systems Equip
15603 065	98 C0656301-INNSUL MGT	10-JUN-98	3.00	1,260.00	0.00	0.00	1259.00	0.00	Capitalized Software
15603 065	99 C0656303A-AIX VERSION 4	10-MAR-99	3.00	290.74	0.00	0.00	289.74	0.00	Capitalized Software
15603 065	99 C0656304-PICK D3	10-MAY-99	3.00	1,055.25	0.00	0.00	1054.25	0.00	Capitalized Software
15604 065	97 C0656206-UPGRADE PC	10-DEC-97	2.00	1,156.00	0.00	0.00	1155.00	0.00	Capitalized Info Sys Equi
15604 065	98 C0656208-PC UPGRADE	10-JAN-98	2.00	821.31	0.00	0.00	820.31	0.00	Capitalized Info Sys Equi
15604 065	98 C0656210-IBM TERMINAL	10-DEC-98	2.00	155.47	0.00	0.00	154.47	0.00	Capitalized Info Sys Equi
15604 065	99 C0656211-12-PRINTERS	10-FEB-99	2.00	1,330.55	0.00	0.00	1329.55	0.00	Capitalized Info Sys Equi
15604 065	99 C0656212-24-TERMINALS	10-FEB-99	2.00	2,520.00	0.00	0.00	2519.00	0.00	Capitalized Info Sys Equi
15604 065	99 C0656213-RISC 6000	10-FEB-99	2.00	1,062.60	0.00	0.00	1061.60	0.00	Capitalized Info Sys Equi
15604 065	99 C0656214-TAPE DRIVE	10-FEB-99	2.00	840.00	0.00	0.00	839.00	0.00	Capitalized Info Sys Equi
15604 065	99 C0656216-HP450C PLOTTER	10-APR-99	5.00	2,772.00	0.00	138.55	2771.00	0.00	Capitalized Info Sys Equi
15604 065	99 C0656218-HP LASERJET 50	10-APR-99	5.00	1,675.20	0.00	83.71	1674.20	0.00	Capitalized Info Sys Equi
15604 065	94 C0659001-INSTORE SOFTWA	10-APR-94	5.00	5,017.81	0.00	0.00	5016.81	0.00	Capitalized Info Sys Equi
15820 065	89 C0658242-GARAGE DISPLAY	01-DEC-89	4.00	4,396.79	0.00	0.00	4395.79	0.00	Modular Displays
15820 065	98 C0658243-MILLWORK DISPL	10-JUL-98	4.00	15,902.66	0.00	0.00	15901.66	0.00	Modular Displays
15820 065	99 C0658244-LATEJOB 8243	10-FEB-99	3.05	1,011.42	0.00	0.00	1010.42	0.00	Modular Displays
15830 065	88 C0658301-FEDERAL SAFETY	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	Showroom Renovation
15830 065	88 C0658302-KEROOF WHESE BL	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	Showroom Renovation
15830 065	88 C0658303-10 IN. ADD INSU	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	Showroom Renovation
15400 067	00 16719-RACKING	10-JUN-00	6.00	8,513.95	118.25	591.25	5675.97	2837.98	Machinery & Equipment
15400 067	00 16960-PORTABLE LOADING	10-SEP-00	6.00	1,890.00	26.25	131.25	1181.25	708.75	Machinery & Equipment
15400 067	02 19573-ADT SECURITY SYST	10-SEP-02	5.00	9,975.66	166.26	831.30	3491.47	6484.19	Machinery & Equipment
15400 067	88 C0384001-2 WHESE TRUCKS	02-MAY-88	3.00	23.80	0.00	0.00	22.80	1.00	Machinery & Equipment
15400 067	97 C0384099-RACKING	10-DEC-97	6.00	16,186.40	0.00	63.16	1136.96	16185.40	Machinery & Equipment
15400 067	98 C0384104-RACKING	10-MAY-98	3.00	74.00	0.00	0.00	73.00	0.19	Machinery & Equipment
15400 067	88 C0674038-RR DOCKBOARD	02-MAY-88	6.00	1,436.11	0.00	0.00	1435.11	1.00	Machinery & Equipment
15400 067	88 C0674091-2 DUMP HOPPERS	02-MAY-88	6.00	77.17	0.00	0.00	76.17	1.00	Machinery & Equipment
15400 067	88 C0674106-1 RR DOCKBOARD	02-MAY-88	3.00	34.20	0.00	0.00	33.20	1.00	Machinery & Equipment
15400 067	88 C0674110-BANDING MACHIN	02-MAY-88	6.00	702.43	0.00	0.00	701.43	1.00	Machinery & Equipment
15400 067	88 C0674116-BANDING EQUIP	02-MAY-88	6.00	4,218.80	58.58	292.90	3924.86	293.94	Machinery & Equipment
15400 067	98 C0674123-PHONE-PAGERS	10-NOV-98	6.00	13,100.48	303.53	1517.65	11278.25	1822.23	Machinery & Equipment
15400 067	98 C0674125-PHONE SYSTEM	10-DEC-98	6.00	2,484.59	0.00	0.00	2483.59	1.00	Machinery & Equipment
15400 067	98 C0674126-INSTALL 4125	10-DEC-98	2.00	1,134.20	15.75	78.75	1039.65	94.55	Machinery & Equipment
15400 067	98 C0674127-STIHL SAW	10-DEC-98	6.00	3,376.38	0.00	0.00	3376.38	0.00	Highway Trucks
15502 067	01 18449-03-2035 GE LEASE	10-JUN-01	2.06	7,219.05	240.64	1203.20	6497.17	721.88	Highway Trucks
15502 067	02 19333-02-0473 GE LEASE	25-MAR-02	2.06	23,551.49	392.52	1962.60	2747.64	20803.85	Highway Trucks
15502 067	03 20319-02-0548-99 /24/	10-NOV-03	5.00	657.78	21.93	109.65	153.50	504.28	Highway Trucks
15502 067	03 20386-03-2108 95 14' V	03-DEC-03	2.06	1.00	0.02	0.02	0.02	0.98	Highway Trucks
15502 067	04 20550-01-1570 94 FORD	29-MAY-04	5.00	1.00	0.02	0.02	0.02	0.98	Highway Trucks
15502 067	04 20587-15-0026 CONTAINER	29-MAY-04	5.00	1.00	0.02	0.02	0.02	0.98	Highway Trucks

Schedule I(c)
Owned Equipment

Asset ID	Description	Acq. Date	Life	Cost	Dep. Method	Dep. Rate	Dep. Amt	Book Value	Salvage	Category
15502 067	88 C0625215-UNIT 15 0108	02-MAY-88	5.00	4,887.93	0.00	0.00	0.00	4,887.93	0.00	1.00 Highway Trucks
15502 067	88* C0675213-UNIT 15 0106	02-MAY-88	5.00	4,804.63	0.00	0.00	0.00	4,804.63	0.00	1.00 Highway Trucks
15502 067	88 C0675215-UNIT 15-0035	02-MAY-88	2.06	1,527.99	0.00	0.00	0.00	1,527.99	0.00	1.00 Highway Trucks
15502 067	98 C3725207-UNIT 15 0036	02-MAY-88	2.06	1,669.05	0.00	0.00	0.00	1,669.05	0.00	1.00 Highway Trucks
15600 067	00 16676-PANASONIC FAX UFS	10-AUG-00	5.00	1,266.70	21.11	0.00	105.55	1,161.15	0.00	295.58 Office Equipment
15600 067	98 C0676055-EP1030 COPIER	10-DEC-98	5.00	1,031.38	0.00	0.00	0.00	1,031.38	0.00	1.00 Office Equipment
15600 067	98 C0676056-EP2080 COPIER	10-DEC-98	5.00	3,057.04	0.00	0.00	0.00	3,057.04	0.00	1.00 Office Equipment
15601 067	98 C0676057-OFFICE FURNITU	10-DEC-98	5.00	3,688.80	0.00	0.00	0.00	3,688.80	0.00	1.00 Office Equipment
15601 067	00 17037-FRAME RELAY	10-SEP-00	3.00	5,311.27	0.00	0.00	0.00	5,311.27	0.00	0.00 Data Handling Equip
15602 067	00 17048-FRAME RELAY	10-SEP-00	3.00	6,196.77	0.00	0.00	0.00	6,196.77	0.00	0.00 Data Handling Equip
15602 067	99 14851-PC UPGRADES	10-SEP-99	3.00	1,259.28	0.00	0.00	0.00	1,259.28	0.00	0.00 Infor Systems Equip
15602 067	01 17442-RICOH FW740 WIDE	10-JAN-01	3.00	3,180.00	0.00	0.00	0.00	3,180.00	0.00	0.00 Infor Systems Equip
15602 067	01 18153-NETVISTA A40 800	10-APR-01	3.00	2,519.72	0.00	0.00	210.00	2,309.72	0.00	0.00 Infor Systems Equip
15602 067	01 18168-NETVISTA A40 P3-8	10-MAR-01	3.00	1,648.97	0.00	0.00	0.00	1,648.97	0.00	0.00 Infor Systems Equip
15602 067	01 18250-NETVISTA A40 P3-8	10-MAR-01	3.00	1,291.67	0.00	0.00	0.00	1,291.67	0.00	0.00 Infor Systems Equip
15602 067	01 18410-LATITUDE P3	10-MAY-01	3.00	2,648.01	0.00	0.00	0.00	2,648.01	0.00	0.00 Infor Systems Equip
15602 067	01 18656-NETVISTA A40 P3 8	10-APR-01	3.00	1,307.69	0.00	0.00	36.37	1,271.32	0.00	0.00 Infor Systems Equip
15602 067	02 19760-BELL LAPTOP	10-DEC-02	1.06	624.80	34.72	0.00	0.00	580.08	0.00	0.00 Infor Systems Equip
15602 067	02 19761-DELL DESKTOP	10-DEC-02	1.06	375.00	20.85	0.00	0.00	354.15	0.00	0.00 Infor Systems Equip
15602 067	02 19762-DELL DESKTOP	10-DEC-02	1.06	375.00	20.85	0.00	0.00	354.15	0.00	0.00 Infor Systems Equip
15602 067	98 C0676211-DELL 5MMX PC	10-MAY-98	3.00	2,590.18	0.00	0.00	0.00	2,590.18	0.00	0.00 Infor Systems Equip
15602 067	98 C0676212-DELL 5MMX PC	10-MAY-98	3.00	2,390.18	0.00	0.00	0.00	2,390.18	0.00	0.00 Infor Systems Equip
15602 067	98 C0676213-HP PAV3160 PC	10-JUN-98	3.00	1,067.30	0.00	0.00	0.00	1,067.30	0.00	0.00 Infor Systems Equip
15602 067	99 C0676221-DESKPRO EN PC	10-MAR-99	3.00	2,826.74	0.00	0.00	0.00	2,826.74	0.00	0.00 Infor Systems Equip
15602 067	99 C0676222-DESKPRO EN PC	10-APR-99	3.00	2,990.07	0.00	0.00	0.00	2,990.07	0.00	0.00 Infor Systems Equip
15602 067	99 C0676223-DELL LATITUDE	10-MAY-99	3.00	3,440.76	0.00	0.00	0.00	3,440.76	0.00	0.00 Infor Systems Equip
15602 067	99 C2056211-DESKPRO EN PC	10-APR-99	3.00	3,883.56	0.00	0.00	0.00	3,883.56	0.00	0.00 Infor Systems Equip
15602 067	99 C2256209-DESKPRO EN PC	10-APR-99	3.00	3,044.52	0.00	0.00	0.00	3,044.52	0.00	0.00 Infor Systems Equip
15603 067	99 C0676301-INSUL MGT	10-FEB-99	3.00	1,304.20	0.00	0.00	0.00	1,304.20	0.00	1.00 Capitalized Software
15603 067	99 C0676302-AUX VERSION 4	10-APR-99	3.00	3,643.59	0.00	0.00	0.00	3,643.59	0.00	1.00 Capitalized Software
15604 067	99 C0676303-PICK D3	10-MAR-99	3.00	290.74	0.00	0.00	0.00	290.74	0.00	1.00 Capitalized Software
15604 067	99 14907-30X36 DIGITIZER	10-AUG-99	3.00	1,113.00	0.00	0.00	0.00	1,113.00	0.00	0.00 Capitalized Info Sys Equi
15604 067	99 15739-7-IBM TERMINALS	10-AUG-99	3.00	1,515.71	0.00	0.00	0.00	1,515.71	0.00	0.00 Capitalized Info Sys Equi
15604 067	98 C0676214-HP 450C PLOTTE	10-DEC-99	2.00	1,116.01	0.00	0.00	0.00	1,116.01	0.00	0.00 Capitalized Info Sys Equi
15604 067	98 C0676215-4-TERMINALS	10-JUN-98	5.00	737.81	0.00	0.00	0.00	737.81	0.00	0.00 Capitalized Info Sys Equi
15604 067	98 C0676216-IBM PRINTER	10-NOV-98	2.00	678.40	0.00	0.00	0.00	678.40	0.00	0.00 Capitalized Info Sys Equi
15604 067	99 C0676217-5-PRINTERS	10-DEC-98	2.00	121.90	0.00	0.00	0.00	121.90	0.00	0.00 Capitalized Info Sys Equi
15604 067	99 C0676218-TAPE DRIVE	10-FEB-99	2.00	609.50	0.00	0.00	0.00	609.50	0.00	0.00 Capitalized Info Sys Equi
15604 067	99 C0676219-9-PRINTERS	10-FEB-99	2.00	856.00	0.00	0.00	0.00	856.00	0.00	0.00 Capitalized Info Sys Equi
15604 067	99 C0676220-7-TERMINALS	10-MAR-99	2.00	1,116.65	0.00	0.00	0.00	1,116.65	0.00	0.00 Capitalized Info Sys Equi
15604 067	99 C0676224-IBM TERMINAL	10-MAR-99	2.00	1,122.00	0.00	0.00	0.00	1,122.00	0.00	0.00 Capitalized Info Sys Equi
15604 067	98 C5846209-2-PRINTERS	10-MAY-99	2.00	162.41	0.00	0.00	0.00	162.41	0.00	0.00 Capitalized Info Sys Equi
15604 067	98 C5846210-2-TERMINALS	10-DEC-98	2.00	242.65	0.00	0.00	0.00	242.65	0.00	0.00 Capitalized Info Sys Equi
15604 067	98 C5846211-5-PRINTERS	10-DEC-98	2.00	318.00	0.00	0.00	0.00	318.00	0.00	0.00 Capitalized Info Sys Equi
15604 067	99 C5846213-IBM TERMINAL	10-JAN-99	2.00	608.05	0.00	0.00	0.00	608.05	0.00	0.00 Capitalized Info Sys Equi
15400 087	00 17150-RACKING FOR VINYL	10-FEB-99	2.00	159.00	0.00	0.00	0.00	159.00	0.00	1.00 Capitalized Info Sys Equi
15400 087		10-MAY-00	6.00	3,470.44	48.20	0.00	241.00	3,229.44	0.00	1108.64 Machinery & Equipmen

TRADEMARK

REEL: 004193 FRAME: 0117

Schedule 1(c)
Owned Equipment

15400 087	00	17151-RACKING	10-MAY-00	6.00	15,786.74	219.26	1096.30	10743.74	5043.00	Machinery & Equipment
15400 087	00	17255-A/C UNIT	10-JUL-00	6.00	-2,595.00	36.04	180.20	1693.95	901.05	Machinery & Equipment
15400 087	04	20542-FURNACE/MILLSHOP	05-MAY-04	6.00	1,869.00	25.96	25.96	25.96	1843.04	Machinery & Equipment
15400 087	88	C0874001-4 PLATFORM TRU	02-MAY-88	3.00	34.38	0.00	0.00	33.58	1.00	Machinery & Equipment
15400 087	88	C0874003-24 FIRE EXTING	02-MAY-88	3.00	40.91	0.00	0.00	39.91	1.00	Machinery & Equipment
15400 087	88	C0874021-SHELVING	02-MAY-88	3.00	49.54	0.00	0.00	48.54	1.00	Machinery & Equipment
15400 087	88	C0874022-SHIPPING CARTS	02-MAY-88	3.00	21.73	0.00	0.00	20.73	1.00	Machinery & Equipment
15400 087	88	C0874035-1 PANEL SAW	02-MAY-88	3.00	24.08	0.00	0.00	23.08	1.00	Machinery & Equipment
15400 087	88	C0874038-1 FLAGPOLE	02-MAY-88	3.00	8.90	0.00	0.00	7.90	1.00	Machinery & Equipment
15400 087	88	C0874047-RR DOCKBOARD	02-MAY-88	3.00	41.35	0.00	0.00	40.35	1.00	Machinery & Equipment
15400 087	88	C0874070-BURGLAR FIRE A	02-MAY-88	3.00	374.30	0.00	0.00	373.30	1.00	Machinery & Equipment
15400 087	88	C0874071-SITE SIGN	02-MAY-88	3.00	2,803.72	0.00	0.00	2802.72	1.00	Machinery & Equipment
15400 087	88	C0874073-RADIAL ARM SAW	02-MAY-88	3.00	40.00	0.00	0.00	39.00	1.00	Machinery & Equipment
15400 087	88	C0874074-SITE SIGN LIGH	02-MAY-88	3.00	388.15	0.00	0.00	387.15	1.00	Machinery & Equipment
15400 087	88	C0874083-METAL A FRAMES	02-MAY-88	3.00	139.50	0.00	0.00	138.50	1.00	Machinery & Equipment
15400 087	88	C0874085-LOZIER SHELVIN	02-MAY-88	3.00	1,647.38	0.00	0.00	1646.38	1.00	Machinery & Equipment
15400 087	88	C0874087-PALLET JACKS	02-MAY-88	3.00	304.22	0.00	0.00	303.22	1.00	Machinery & Equipment
15400 087	88	C0874089-AIR CONDITION	02-MAY-88	6.00	1,059.96	0.00	0.00	1058.96	1.00	Machinery & Equipment
15400 087	88	C0874090-LOZIER	02-MAY-88	6.00	1,998.84	0.00	0.00	1997.84	1.00	Machinery & Equipment
15400 087	88	C0874091-AIR CONDITIONE	02-MAY-88	6.00	800.08	0.00	0.00	799.08	1.00	Machinery & Equipment
15400 087	88	C0874095-SERVICE COUNTIE	02-MAY-88	6.00	1,955.94	0.00	0.00	1954.94	1.00	Machinery & Equipment
15400 087	90	C0874100-LANIER PHONE S	01-JUL-90	6.00	12,713.64	0.00	0.00	12712.64	1.00	Machinery & Equipment
15400 087	91	C0874101-INSULATION BLO	01-JAN-91	6.00	1,718.40	0.00	0.00	1717.40	1.00	Machinery & Equipment
15400 087	91	C0874102-I-LOZIER	01-OCT-91	6.00	8,702.79	0.00	0.00	8701.79	1.00	Machinery & Equipment
15400 087	91	C0874103-ADDL PHONES	01-OCT-91	6.00	529.07	0.00	0.00	528.07	1.00	Machinery & Equipment
15400 087	88	C0874104-WICKES LOGO	02-MAY-88	3.00	16.70	0.00	0.00	15.70	1.00	Machinery & Equipment
15400 087	88	C0874105-INT SIGNS & HO	02-MAY-88	6.00	1,280.95	0.00	0.00	1279.95	1.00	Machinery & Equipment
15400 087	88	C0874109-PLANER	02-MAY-88	3.00	30.02	0.00	0.00	29.02	1.00	Machinery & Equipment
15400 087	88	C0874110-22 FIRE EXTING	10-AUG-97	6.00	3,573.00	0.00	0.00	3572.00	1.00	Machinery & Equipment
15400 087	97	C0874114-A/C	10-NOV-98	2.00	965.43	0.00	0.00	964.43	1.00	Machinery & Equipment
15400 087	98	C0874115-BUYOUT RADIOS	10-MAY-99	6.00	14,254.76	197.97	989.85	12076.08	2178.68	Machinery & Equipment
15400 087	99	C0874117-PHONE SYSTEM	10-JUN-03	2.06	0.00	0.00	0.00	0.00	0.00	Highway Trucks
15502 087	03	20098-03-2222 BLOWER TR	10-JUN-03	2.06	13,970.55	481.45	481.45	5304.42	8666.13	Highway Trucks
15502 087	03	20098-03-2222 BLOWER TR	24-OCT-03	2.06	18,480.61	616.02	3080.10	4928.16	13552.45	Highway Trucks
15502 087	03	20260-02-0550 / 20' DUM	07-OCT-94	1.00	1,500.00	0.00	0.00	1499.00	1.00	Highway Trucks
15502 087	94	C0385221-11-0393 79 TR	02-MAY-88	3.00	0.00	0.00	0.00	0.00	0.00	Highway Trucks
15502 087	88	C0870026-10 0012 TRACTO	02-MAY-88	3.00	532.00	0.00	0.00	531.00	1.00	Highway Trucks
15502 087	88	C0870026-10 0012 TRACTO	01-JUN-91	2.00	0.00	0.00	0.00	0.00	0.00	Highway Trucks
15502 087	91	C0875210-REBULD 02 024	10-DEC-93	5.00	17,296.01	0.00	0.00	17295.01	1.00	Highway Trucks
15502 087	93	C0875212-VAN BOX	10-SEP-95	5.00	0.00	0.00	0.00	0.00	0.00	Highway Trucks
15502 087	95	C0875216-RBLD 01-1639	02-MAY-88	5.00	936.52	0.00	0.00	935.52	1.00	Highway Trucks
15502 087	88	C0875217-JUJ 15 0093	02-MAY-88	3.00	132.00	0.00	0.00	131.00	1.00	Lift Trucks
15504 087	88	C0875407-POWER MOWER	02-MAY-88	3.00	116.50	0.00	0.00	115.50	1.00	Lift Trucks
15504 087	88	C0875410-1 SNOW BUCKET	10-SEP-99	5.00	3,911.40	65.19	325.95	3715.83	195.57	Office Equipment
15600 087	99	15193-EP3000 COPIER	02-MAY-88	2.06	16.21	0.00	0.00	15.21	1.00	Office Equipment
15600 087	88	C0876002-4 DRAWER FIRE	02-MAY-88	2.06	21.95	0.00	0.00	20.95	1.00	Office Equipment
15600 087	88	C0876042-DESK CHAIR FIL	02-MAY-88	2.06	23.98	0.00	0.00	22.98	1.00	Office Equipment
15600 087	88	C0876045-CHAIRS FILES	02-MAY-88	2.06	23.98	0.00	0.00	22.98	1.00	Office Equipment

TRADEMARK

Schedule 1(c)
Owned Equipment

15600 087	88	C0876048-1 DESK	02-MAY-88	2.06	26.16	0.00	0.00	0.00	25.16	1.00	Office Equipment
15600 087	88	C0876049-1 CHAIR	02-MAY-88	2.06	3.73	0.00	0.00	0.00	2.73	1.00	Office Equipment
15600 087	88	C0876051-DESK & FILE	02-MAY-88	2.06	21.74	0.00	0.00	0.00	20.74	1.00	Office Equipment
15600 087	88	C0876052-FILE CHAIRS	02-MAY-88	2.06	16.70	0.00	0.00	0.00	15.70	1.00	Office Equipment
15600 087	88	C0876056-DESK FILE CHAI	02-MAY-88	2.06	18.90	0.00	0.00	0.00	17.90	1.00	Office Equipment
15600 087	88	C0876057-VIDEO TAPE & T	02-MAY-88	2.06	91.50	0.00	0.00	0.00	90.50	1.00	Office Equipment
15600 087	88	C0876061-10 FILES	02-MAY-88	2.06	54.24	0.00	0.00	0.00	53.24	1.00	Office Equipment
15600 087	88	C0876062-CONFERENCE TAB	02-MAY-88	2.06	198.05	0.00	0.00	0.00	197.05	1.00	Office Equipment
15600 087	93	C0876063-COPIER	10-OCT-93	5.00	2,627.74	0.00	0.00	0.00	2626.74	1.00	Office Equipment
15600 087	90	C0876064-ELECTRIC SCREE	01-SEP-90	40.00	1.00	0.00	0.00	0.00	0.00	1.00	Office Equipment
15600 087	94	C0876065-VCR	02-DEC-94	5.00	641.26	0.00	0.00	0.00	640.26	1.00	Office Equipment
15600 087	88	C0876066-1 FILE	02-MAY-88	2.06	3.64	0.00	0.00	0.00	2.64	1.00	Office Equipment
15600 087	94	C0876067-ENGINR COPIER	10-JUL-94	5.00	6,778.70	0.00	0.00	0.00	6777.70	1.00	Office Equipment
15601 087	00	17056-FRAME RELAY	10-SEP-00	3.06	4,179.08	0.00	199.01	0.00	4179.08	0.00	Data Handling Equip
15602 087	01	17350-LATITUDE C600 700	10-JAN-01	3.00	2,834.77	0.00	0.00	0.00	2834.77	0.00	Infor Systems Equip
15602 087	01	17449-NETVISTA A40 P3-8	10-FEB-01	3.00	1,748.53	0.00	48.58	0.00	1748.53	0.00	Infor Systems Equip
15602 087	01	17453-NETVISTA A40 P3-8	10-FEB-01	3.00	2,166.06	0.00	60.16	0.00	2166.06	0.00	Infor Systems Equip
15602 087	02	19759-DELL DESKTOP	10-DEC-02	1.06	375.00	0.00	20.85	0.00	375.00	0.00	Infor Systems Equip
15602 087	97	C0876207-DELL P166 PC	10-AUG-97	3.00	3,206.85	0.00	0.00	0.00	3205.85	1.00	Infor Systems Equip
15602 087	97	C0876209-DELL P166 PC	10-SEP-97	3.00	3,331.75	0.00	0.00	0.00	3330.75	1.00	Infor Systems Equip
15603 087	00	16401-ENTERPRISE SOFTWA	10-MAY-00	3.00	3,643.59	0.00	0.00	0.00	3643.59	0.00	Capitalized Software
15603 087	99	C0876302-INSUL MGT	10-FEB-99	3.00	1,304.20	0.00	0.00	0.00	1303.20	1.00	Capitalized Software
15603 087	99	C0876303-PICK D3	10-MAR-99	3.00	1,923.90	0.00	0.00	0.00	1922.90	1.00	Capitalized Software
15603 087	99	C0876303A-AXX VERSION 4	10-MAR-99	3.00	290.74	0.00	0.00	0.00	289.74	1.00	Capitalized Software
15604 087	90	C0876201-IBM PS/2 CAD	01-AUG-90	5.00	4,210.45	0.00	0.00	0.00	4209.45	1.00	Capitalized Info Sys Equi
15604 087	93	C0876203-486D X 33 PC	10-APR-93	5.00	2,603.33	0.00	0.00	0.00	2602.33	1.00	Capitalized Info Sys Equi
15604 087	93	C0876204-486D X 33 PC	10-APR-93	5.00	2,635.10	0.00	0.00	0.00	2634.10	1.00	Capitalized Info Sys Equi
15604 087	93	C0876205-486D X 33 PC	10-APR-93	5.00	2,635.11	0.00	0.00	0.00	2634.11	1.00	Capitalized Info Sys Equi
15604 087	93	C0876206-486D X/33 NOTE	10-JUL-93	5.00	2,931.98	0.00	0.00	0.00	2930.98	1.00	Capitalized Info Sys Equi
15604 087	97	C0876210-HP PLOTTER	10-NOV-97	5.00	2,760.45	0.00	0.00	0.00	2759.45	1.00	Capitalized Info Sys Equi
15604 087	97	C0876211-UPGRADE PC	10-DEC-97	2.00	1,161.31	0.00	0.00	0.00	1160.31	1.00	Capitalized Info Sys Equi
15604 087	97	C0876212-UPGRADE PC	10-DEC-97	2.00	1,156.00	0.00	0.00	0.00	1155.00	1.00	Capitalized Info Sys Equi
15604 087	98	C0876213-10 PRINTERS	10-OCT-98	2.00	1,219.00	0.00	0.00	0.00	1218.00	1.00	Capitalized Info Sys Equi
15604 087	98	C0876214-22 TERMINALS	10-OCT-98	2.00	3,498.00	0.00	0.00	0.00	3497.00	1.00	Capitalized Info Sys Equi
15604 087	98	C0876215-RISC 6000	10-OCT-98	2.00	1,257.16	0.00	0.00	0.00	1256.16	1.00	Capitalized Info Sys Equi
15604 087	98	C0876216-TAPE DRIVE	10-OCT-98	2.00	678.40	0.00	0.00	0.00	677.40	1.00	Capitalized Info Sys Equi
15604 087	98	C0876217-IBM TERMINAL	10-JUL-98	5.00	168.80	0.00	0.00	0.00	168.75	0.05	Capitalized Info Sys Equi
15604 087	98	C0876218-IBM TERMINAL	10-DEC-98	2.00	141.70	0.00	0.00	0.00	140.70	1.00	Capitalized Info Sys Equi
15604 087	99	C0876220-5-PRINTERS	10-APR-99	2.00	609.50	0.00	0.00	0.00	608.50	1.00	Capitalized Info Sys Equi
15604 087	88	C0879002-10 PRINTERS	02-MAY-88	5.00	4,457.96	0.00	0.00	0.00	4456.96	1.00	Capitalized Info Sys Equi
15604 087	88	C0879003-18 CRTS	02-MAY-88	5.00	4,849.05	0.00	0.00	0.00	4848.05	1.00	Capitalized Info Sys Equi
15604 087	88	C0879004-2 MODEMS	02-MAY-88	5.00	980.70	0.00	0.00	0.00	979.70	1.00	Capitalized Info Sys Equi
15604 087	88	C0879010-ADM3 MONITOR	02-MAY-88	5.00	288.42	0.00	0.00	0.00	287.42	1.00	Capitalized Info Sys Equi
15604 087	89	C0879011-INSTORE EQUIP	01-AUG-89	5.00	3,034.76	0.00	0.00	0.00	3033.76	1.00	Capitalized Info Sys Equi
15604 087	91	C0879013-CRT & PRINTER	01-OCT-91	5.00	1,051.54	0.00	0.00	0.00	1050.54	1.00	Capitalized Info Sys Equi
15604 087	93	C0879014-J/S SOFTWARE	10-DEC-93	5.00	2,120.00	0.00	0.00	0.00	2119.00	1.00	Capitalized Info Sys Equi
15820 087	88	C0878226-GARAGE DISPLAY	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	1.00	Modular Displays
15820 087	88	C0878230-ROOFING & SIDI	02-MAY-88	2.00	358.57	0.00	0.00	0.00	357.57	1.00	Modular Displays

TRADEMARK

Schedule I(c)
Owned Equipment

15830 087	03	20127-KITCHEN DISPLAY	10-JUL-03	4.00	40,012.67	833.60	4168.00	9169.59	30843.08	Showroom Renovation
15830 087	88	C0878301-FEDERAL SAFETY	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Showroom Renovation
15830 087	88	C0878322-STORAGE ROOM	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Showroom Renovation
15830 087	91	C0878324-FLOOR TILE	01-AUG-91	4.00	9,966.36	0.00	0.00	9965.36	1.00	Showroom Renovation
15400 106	00	16261-CANTILEVER RACKS	01-APR-00	6.00	6,400.00	88.89	444.45	4444.44	1955.56	Machinery & Equipment
15400 106	00	16714-RACKING	10-MAY-00	6.00	2,075.19	28.82	144.10	1412.25	662.94	Machinery & Equipment
15400 106	94	C1064002-PAINT MIXER	07-OCT-94	2.00	1.00	0.00	0.00	0.00	1.00	Machinery & Equipment
15400 106	95	C1064003-SPRINKLERS	10-JAN-95	6.00	1,257.72	0.00	0.00	1256.72	1.00	Machinery & Equipment
15400 106	95	C1064004-FUEL TANKS	10-JAN-95	6.00	2,574.65	0.00	0.00	2573.65	1.00	Machinery & Equipment
15400 106	97	C1064005-SIGNS	10-MAY-97	6.00	5,100.00	0.00	0.00	5099.00	1.00	Machinery & Equipment
15400 106	88	C1064006-SIGN HOLDERS	02-MAY-88	3.00	12.26	0.00	0.00	11.26	1.00	Machinery & Equipment
15400 106	98	C1064008-MOBILE RADIOS	10-JUL-98	6.00	4,415.15	61.31	306.55	4352.85	62.30	Machinery & Equipment
15400 106	99	C1064009-PHONE SYSTEM	10-MAY-99	6.00	18,114.50	251.58	1257.90	15346.15	2768.35	Machinery & Equipment
15401 106	00	17001-TRUSS ROOM 12'	10-JUL-00	5.00	1,365.75	22.76	113.80	1069.82	295.93	Rental Equipment
15401 106	00	17020-SAFETY WORK PLATF	10-JUL-00	5.00	1,130.62	18.84	37.68	885.62	245.00	Rental Equipment
15401 106	00	17152-SAFETY WORK PLATF	10-AUG-00	5.00	1,256.25	20.94	104.70	963.14	293.11	Rental Equipment
15401 106	00	17157-SKY TRAK 6036 TUR	10-SEP-00	5.00	62,688.25	1044.80	2089.60	47016.11	15672.14	Rental Equipment
15401 106	00	17173-CAB AND HEATER	10-DEC-00	5.00	1,802.80	30.05	150.25	1261.98	540.82	Rental Equipment
15401 106	00	17174-IMPROVEMENTS TO T	10-NOV-00	5.00	1,346.10	22.43	112.15	964.68	381.42	Rental Equipment
15401 106	00	17417-310E DEER BACKHOE	10-SEP-00	5.00	45,409.51	756.83	3784.15	34057.21	11352.30	Rental Equipment
15401 106	01	17446-50 ARTICULATE BO	10-JAN-01	5.00	22,315.00	371.92	1859.60	15248.67	7066.33	Rental Equipment
15401 106	01	18317-CAB ENCLOSURE G-S	10-JAN-01	5.00	2,100.96	35.02	175.10	1435.70	665.26	Rental Equipment
15401 106	03	20189-6' BRUSH CHIPPER	10-JUL-03	2.00	1,892.40	78.85	236.55	867.35	1025.05	Rental Equipment
15401 106	03	20192-6' BRUSH CHIPPER	10-JUL-03	2.00	1,838.30	76.60	383.00	842.57	995.73	Rental Equipment
15401 106	03	20194-6' BRUSH CHIPPER	10-JUL-03	2.00	1,892.40	78.85	157.70	867.35	1025.05	Rental Equipment
15401 106	03	20195-Trencher	10-JUL-03	2.00	2,006.29	83.59	167.18	919.52	1086.77	Rental Equipment
15401 106	03	20322-DITCH WITCH TRENC	14-NOV-03	5.00	1,800.00	30.00	60.00	210.00	1590.00	Rental Equipment
15401 106	03	20325-DITCH WITCH TRAIL	14-NOV-03	5.00	1,225.00	20.42	40.34	142.93	1082.07	Rental Equipment
15401 106	03	20392-AIR COMPRESSOR	19-DEC-03	2.06	3,139.33	104.64	523.20	732.48	2406.85	Rental Equipment
15401 106	03	20394-AIR COMPRESSOR	19-DEC-03	2.06	3,627.79	120.93	241.86	846.50	2781.29	Rental Equipment
15401 106	03	20397-AIR COMPRESSOR	19-DEC-03	2.06	3,367.35	112.25	561.25	785.74	2581.61	Rental Equipment
15401 106	03	20400-AIR COMPRESSOR	19-DEC-03	2.06	3,648.86	121.63	243.26	851.40	2797.46	Rental Equipment
15401 106	04	20522-SCISSOR LIFT	12-APR-04	5.00	1.00	0.02	0.04	0.04	0.96	Rental Equipment
15502 106	00	16710-02-0592 BED	10-JAN-00	5.00	0.00	0.00	733.32	0.00	0.00	Highway Trucks
15502 106	01	17179-03-2345 BLOWER TR	10-JAN-01	5.00	76,535.50	1275.59	6377.95	52299.23	24236.27	Highway Trucks
15502 106	03	20101-01-1712 98 FORD	10-JUN-03	5.00	12,568.75	209.48	837.92	2513.75	10035.00	Highway Trucks
15502 106	94	C1035248-#761 03-2073 1	07-OCT-94	5.00	29,000.00	0.00	0.00	28999.00	1.00	Highway Trucks
15502 106	94	C1035274-#763 03-2083 1	07-OCT-94	5.00	26,123.27	0.00	0.00	26122.27	1.00	Highway Trucks
15502 106	94	C1065202-#736 10-0141 1	07-OCT-94	2.00	5,975.94	0.00	0.00	5974.94	1.00	Highway Trucks
15502 106	94	C1065203-10-0142 SNOWPL	07-OCT-94	5.00	7,000.00	0.00	0.00	6999.00	1.00	Highway Trucks
15502 106	94	C1065213-#764 03-2079	07-OCT-94	5.00	24,585.00	0.00	0.00	24584.00	1.00	Highway Trucks
15502 106	94	C1065214-#765 02-0440 9	07-OCT-94	5.00	126,453.98	0.00	0.00	126452.98	1.00	Highway Trucks
15502 106	94	C1065220-#762 03-2074 1	07-OCT-94	5.00	27,442.00	0.00	0.00	27441.00	1.00	Highway Trucks
15502 106	97	C2565216-03-2155 95ISUZ	10-MAY-97	6.00	1.00	0.00	0.00	0.00	1.00	Highway Trucks
15503 106	04	20573-11-0453 94 TRAIL	29-MAY-04	5.00	1.00	0.02	0.02	0.02	0.98	Trailers
15503 106	97	C0655304-11-0453 94TRAI	10-OCT-97	5.00	30,450.00	0.00	0.00	30449.00	1.00	Trailers
15504 106	94	C1065402-#44 04-0660 BA	07-OCT-94	2.00	4,464.28	0.00	0.00	4463.28	1.00	Lift Trucks
15504 106	94	C1065405-#49 06-0360 19	07-OCT-94	3.00	22,750.00	0.00	0.00	22749.00	1.00	Lift Trucks

F

TRADEMARK

REEL: 004193 FRAME: 0120

Schedule 1(c)
Owned Equipment

15504	106	94	C1065411-#051 05-0898 1	07-OCT-94	5.00	16,500.00	0.00	0.00	16499.00	1.00	Lift Trucks
15600	106	99	L5184-MURATEC P98 FAX	10-SEP-99	5.00	1,195.00	19.92	99.60	1135.26	59.74	Office Equipment
15600	106	00	16297-COPIER-MINOLTA	30-APR-00	5.00	2,723.00	45.38	226.90	2223.74	499.26	Office Equipment
15600	106	02	19866-HP DESIGNJET 500	10-SEP-02	5.00	2,173.82	36.23	36.23	760.83	1412.99	Office Equipment
15600	106	94	C1066002-SHARP 2035 COP	07-OCT-94	5.00	7,000.00	0.00	0.00	6999.00	1.00	Office Equipment
15600	106	95	C1066003-VCR/MONITOR	10-FEB-95	5.00	876.85	0.00	0.00	875.85	1.00	Office Equipment
15601	106	00	17060-FRAME RELAY	10-SEP-00	3.06	4,611.88	0.00	219.59	4611.88	0.00	Data Handling Equip
15602	106	99	14704-LATITUDE CFI 300	10-JUL-99	3.00	3,167.92	0.00	0.00	3167.92	0.00	Infor Systems Equip
15602	106	00	16260-DESKPRO P3-550	01-APR-00	3.00	2,477.18	0.00	0.00	2477.18	0.00	Infor Systems Equip
15602	106	01	17447-NETVISTA A40 P3-8	10-FEB-01	3.00	1,630.07	0.00	45.29	1630.07	0.00	Infor Systems Equip
15602	106	01	17468-NETVISTA A40 P3-8	10-MAR-01	3.00	2,060.52	0.00	114.45	2060.52	0.00	Infor Systems Equip
15602	106	01	17481-NETVISTA A40 P3-8	10-MAR-01	3.00	1,963.52	0.00	109.11	1963.52	0.00	Infor Systems Equip
15602	106	01	18147-NETVISTA A40 P3-8	10-MAR-01	3.00	1,656.01	0.00	92.01	1656.01	0.00	Infor Systems Equip
15602	106	01	18657-NETVISTA A40 P3 8	10-APR-01	3.00	1,499.84	0.00	125.01	1499.84	0.00	Infor Systems Equip
15602	106	02	19429-NETVISTA P4 1.6 G	10-APR-02	3.00	1,480.79	41.13	205.65	1069.41	411.38	Infor Systems Equip
15602	106	02	19481-IBM 1.6 40 GB 128	25-JUN-02	3.00	1,142.23	31.73	158.65	761.49	380.74	Infor Systems Equip
15602	106	02	19771-DELL DESKTOP	10-DEC-02	1.06	624.80	34.72	173.56	624.80	0.00	Infor Systems Equip
15602	106	02	19772-Dell Optiplex EX1	10-DEC-02	1.06	375.00	20.85	104.17	375.00	0.00	Infor Systems Equip
15602	106	97	C1066219-DELL Optiplex	10-AUG-97	3.00	3,051.09	0.00	0.00	3050.09	1.00	Infor Systems Equip
15602	106	97	C1066220-DELL Optiplex	10-AUG-97	3.00	3,051.08	0.00	0.00	3050.08	1.00	Infor Systems Equip
15602	106	99	C1066221-COMPAQ DESKPRO	10-FEB-99	3.00	3,499.66	0.00	0.00	3498.66	1.00	Infor Systems Equip
15602	106	99	C1066222-DESKPRO EN PC	10-APR-99	3.00	3,044.51	0.00	0.00	3043.51	1.00	Infor Systems Equip
15602	106	99	C1066223-DESKPRO EN PC	10-MAY-99	3.00	2,798.99	0.00	0.00	2797.99	1.00	Infor Systems Equip
15603	106	01	18172-WIMS INSULATION S	10-MAY-01	3.00	1,627.00	0.00	180.82	1627.00	0.00	Capitalized Software
15603	106	99	C1066301-SOLUTIONS	10-FEB-99	3.00	4,855.00	0.00	0.00	4854.00	1.00	Capitalized Software
15603	106	99	C1066302-AIX VERSION 4	10-MAR-99	3.00	290.74	0.00	0.00	289.74	1.00	Capitalized Software
15603	106	99	C1066303-ENTERPRISE	10-APR-99	3.00	3,643.59	0.00	0.00	3642.59	1.00	Capitalized Software
15603	106	99	C1066304-PICK D3	10-MAY-99	3.00	1,500.00	0.00	0.00	1499.00	1.00	Capitalized Software
15604	106	99	14911-30X36 DIGITIZER	10-AUG-99	3.00	1,515.71	0.00	0.00	1515.71	0.00	Capitalized Info Sys Equi
15604	106	99	15726-18-IBM PRINTERS	10-DEC-99	2.00	1,980.00	0.00	0.00	1980.00	0.00	Capitalized Info Sys Equi
15604	106	99	15742-21-IBM TERMINALS	10-DEC-99	2.00	3,129.00	0.00	0.00	3129.00	0.00	Capitalized Info Sys Equi
15604	106	94	C1066201-MAGNETRON 486	07-OCT-94	4.00	1,200.00	0.00	0.00	1199.00	1.00	Capitalized Info Sys Equi
15604	106	94	C1066202-GATEWAY 486-FI	07-OCT-94	4.00	2,400.00	0.00	0.00	2399.00	1.00	Capitalized Info Sys Equi
15604	106	95	C1069001-IN/STORE SOFTW	10-JUL-95	5.00	7,323.98	0.00	0.00	7323.98	1.00	Capitalized Info Sys Equi
15400	208	99	14498-RACKING	10-JUN-99	6.00	2,381.82	33.08	165.40	1984.84	396.98	Machinery & Equipment
15400	208	00	16385-PHONE SYSTEM	10-MAY-00	6.00	20,654.10	286.86	1434.30	14056.24	6597.86	Machinery & Equipment
15400	208	00	16781-RACKING	10-JUN-00	6.00	16,745.02	232.57	1162.85	11163.33	5581.69	Machinery & Equipment
15400	208	01	17476-RACKING	10-MAR-01	4.09	5,291.95	73.50	367.50	2866.48	2425.47	Machinery & Equipment
15400	208	01	19127-WAREHOUSE RACKS-	02-MAY-88	3.00	1,332.16	23.37	116.85	958.20	373.96	Machinery & Equipment
15400	208	88	C0384016-12 SHOPPINGCAR	02-MAY-88	3.00	21.67	0.00	0.00	20.67	1.00	Machinery & Equipment
15400	208	88	C0384017-PALLET TRUCK	02-MAY-88	3.00	40.10	0.00	0.00	39.10	1.00	Machinery & Equipment
15400	208	88	C0384104-RACKING	02-MAY-88	6.00	7,610.12	0.00	422.75	7609.31	0.81	Machinery & Equipment
15400	208	88	C2084010-12 SHOPPING CA	02-MAY-88	3.00	25.25	0.00	0.00	24.25	1.00	Machinery & Equipment
15400	208	88	C2084015-FIRE EXTINGUIS	02-MAY-88	3.00	31.00	0.00	0.00	30.00	1.00	Machinery & Equipment
15400	208	88	C2084030-1 FLAGPOLE	02-MAY-88	3.00	21.11	0.00	0.00	20.11	1.00	Machinery & Equipment
15400	208	88	C2084031-SHELVING	02-MAY-88	3.00	26.81	0.00	0.00	25.81	1.00	Machinery & Equipment
15400	208	88	C2084051-PALLET TRUCK	02-MAY-88	3.00	33.40	0.00	0.00	32.40	1.00	Machinery & Equipment
15400	208	88	C2084062-BURGLAR FIRE A	02-MAY-88	3.00	347.60	0.00	0.00	346.60	1.00	Machinery & Equipment

Schedule 1(c)
Owned Equipment

15400 208	88	C2084065-P A SYSTEM	02-MAY-88	3.00	93.45	0.00	0.00	0.00	92.45	1.00	Machinery & Equipment
15400 208	88	C2084073-WICKES LOGO SI	02-MAY-88	3.00	107.38	0.00	0.00	0.00	106.38	1.00	Machinery & Equipment
15400 208	88	C2084079-LOZIER	02-MAY-88	6.00	1,157.65	0.00	0.00	0.00	1,156.65	1.00	Machinery & Equipment
15400 208	88	C2084081-ALARM SYSTEM	02-MAY-88	6.00	641.69	0.00	0.00	0.00	640.69	1.00	Machinery & Equipment
15400 208	88	C2084082-SHED CONVEYOR	02-MAY-88	6.00	1,943.66	0.00	0.00	0.00	1,942.66	1.00	Machinery & Equipment
15400 208	88	C2084083-STEEL SHELVING	02-MAY-88	3.00	587.12	0.00	0.00	0.00	586.12	1.00	Machinery & Equipment
15400 208	88	C2084084-LOZIER	02-MAY-88	6.00	1,574.76	0.00	0.00	0.00	1,573.76	1.00	Machinery & Equipment
15400 208	88	C2084086-RADIAL SAW	01-NOV-88	6.00	808.26	0.00	0.00	0.00	807.26	1.00	Machinery & Equipment
15400 208	89	C2084088-2 FUEL TANKS	01-MAR-89	6.00	657.20	0.00	0.00	0.00	656.20	1.00	Machinery & Equipment
15400 208	91	C2084096-LOZIER	01-OCT-91	6.00	8,641.58	0.00	0.00	0.00	8,640.58	1.00	Machinery & Equipment
15400 208	91	C2084097-ALARM SYSTEM	01-OCT-91	6.00	1,364.86	0.00	0.00	0.00	1,363.86	1.00	Machinery & Equipment
15400 208	89	C2084098-SECURITY CASES	01-AUG-89	6.00	807.03	0.00	0.00	0.00	806.03	1.00	Machinery & Equipment
15400 208	95	C2084101-SMALL TOOLS	10-DEC-95	6.00	4,024.39	0.00	0.00	0.00	4,023.39	1.00	Machinery & Equipment
15400 208	88	C2084109-INTERCOM SYSTE	02-MAY-88	3.00	106.61	0.00	0.00	0.00	105.61	1.00	Machinery & Equipment
15400 208	88	C2084111-EXTERIOR SIGN	10-JUN-98	6.00	1,091.73	15.19	75.79	0.00	1,090.73	1.00	Machinery & Equipment
15400 208	88	C2084112-LETTERSET	10-JUN-98	6.00	1,233.05	17.13	85.57	0.00	1,232.05	1.00	Machinery & Equipment
15400 208	98	C2084113-LOZIER	10-JUN-98	6.00	1,847.13	25.68	128.24	0.00	1,846.13	1.00	Machinery & Equipment
15400 208	98	C2084114-SALES COUNTER	10-JUN-98	6.00	3,094.33	43.00	214.84	0.00	3,093.33	1.00	Machinery & Equipment
15400 208	98	C2084115-TOOL RENTAL CO	10-JUN-98	6.00	3,094.32	42.99	214.83	0.00	3,093.32	1.00	Machinery & Equipment
15400 208	91	C2084999-SECURITY CASES	01-OCT-91	6.00	376.09	0.00	0.00	0.00	375.09	1.00	Machinery & Equipment
15502 208	01	18210-02-0393 GE LEASE	10-MAY-01	2.06	5,800.37	0.00	0.00	0.00	5,800.37	0.00	Highway Trucks
15502 208	01	18432-03-2038 GE LEASE	10-JUN-01	2.06	3,612.00	0.00	0.00	0.00	3,612.00	0.00	Highway Trucks
15502 208	03	20096-03-2221 '98 FORD	10-JUN-03	5.00	16,500.63	275.01	1375.05	0.00	13,200.51	0.00	Highway Trucks
15502 208	04	20561-15-0142 CONTAINER	29-MAY-04	5.00	1.00	0.02	0.02	0.00	0.02	0.00	Highway Trucks
15504 208	96	C2085418-10-0123	10-DEC-96	3.00	0.00	0.00	0.00	0.00	0.00	0.00	Lift Trucks
15504 208	97	C2085420-TAX/FRT 04-068	10-MAY-97	3.00	0.00	0.00	0.00	0.00	0.00	0.00	Lift Trucks
15600 208	01	18151-EP2030 MINOLTA CO	10-APR-01	5.00	3,255.26	54.25	271.25	0.00	2,061.60	1,193.66	Office Equipment
15600 208	88	C2086007-OFFICE EQUIPME	02-MAY-88	2.06	57.69	0.00	0.00	0.00	56.69	1.00	Office Equipment
15600 208	88	C2086028-DESK & CHAIR	02-MAY-88	2.06	27.19	0.00	0.00	0.00	26.19	1.00	Office Equipment
15600 208	88	C2086029-2 FILES	02-MAY-88	2.06	17.21	0.00	0.00	0.00	16.21	1.00	Office Equipment
15600 208	88	C2086043-GRAY FILE CAB	02-MAY-88	2.06	6.90	0.00	0.00	0.00	5.90	1.00	Office Equipment
15600 208	88	C2086044-STORAGE CABINE	02-MAY-88	2.06	381.80	0.00	0.00	0.00	380.80	1.00	Office Equipment
15600 208	88	C2086045-4 FILE CABINET	02-MAY-88	2.06	32.58	0.00	0.00	0.00	31.58	1.00	Office Equipment
15600 208	88	C2086046-EXEC CHAIR 2 S	02-MAY-88	5.00	98.55	0.00	0.00	0.00	97.55	1.00	Office Equipment
15600 208	88	C2086047-1 FILE CABINET	02-MAY-88	2.06	4.21	0.00	0.00	0.00	3.21	1.00	Office Equipment
15600 208	88	C2086048-CREDENZA	02-MAY-88	2.06	23.60	0.00	0.00	0.00	22.60	1.00	Office Equipment
15600 208	90	C2086050-MINOLTA COPIER	01-OCT-90	5.00	2,719.70	0.00	0.00	0.00	2,718.70	1.00	Office Equipment
15600 208	88	C2086051-COMPUTER DESK	02-MAY-88	5.00	49.05	0.00	0.00	0.00	48.05	1.00	Office Equipment
15600 208	91	C2086054-TABLE & CHAIRS	01-OCT-91	5.00	593.60	0.00	0.00	0.00	592.60	1.00	Office Equipment
15600 208	90	C2086055-MINOLTA COPIER	01-NOV-90	5.00	2,763.37	0.00	0.00	0.00	2,762.37	1.00	Office Equipment
15600 208	94	C2086056-VCR	10-DEC-94	5.00	642.26	0.00	0.00	0.00	641.26	1.00	Office Equipment
15600 208	88	C2086057-FIRE FILE	02-MAY-88	2.06	18.32	0.00	0.00	0.00	17.32	1.00	Office Equipment
15600 208	88	C2086058-1 STENO CHAIR	02-MAY-88	2.06	3.34	0.00	0.00	0.00	2.34	1.00	Office Equipment
15600 208	88	C2086060-1 DESK	02-MAY-88	2.06	12.27	0.00	0.00	0.00	11.27	1.00	Office Equipment
15600 208	90	C2086061-MINOLTA COPIER	01-OCT-90	5.00	2,744.65	0.00	0.00	0.00	2,743.65	1.00	Office Equipment
15600 208	98	C2086062-2520 ENGR COPI	10-APR-98	5.00	3,710.00	0.00	0.00	0.00	3,709.00	1.00	Office Equipment
15600 208	88	C2086063-USED FILING CA	02-MAY-88	2.06	1.00	0.00	0.00	0.00	0.00	1.00	Office Equipment
15601 208	00	17076-FRAME RELAY	10-SEP-00	3.06	4,733.70	0.00	225.41	0.00	4,733.70	0.00	Data Handling Equip

Schedule 1(c)
Owned Equipment

Asset ID	Description	Acq Date	Qty	Unit Cost	Current Value	Accum Dep	Net Book Value	Salvage Value	Asset Class
15602 208	99 14523-COMPAQ DESKPRO EN	10-JUN-99	3.00	3,277.02	0.00	0.00	3,277.02	0.00	0.00 Infor Systems Equip
15602 208	99 14746-Compaq Deskpro -	10-JUL-99	3.00	1,714.91	0.00	0.00	1,714.91	0.00	0.00 Infor Systems Equip
15602 208	99 14955-COMPAQ DESKPRO EN	10-AUG-99	3.00	2,449.47	0.00	0.00	2,449.47	0.00	0.00 Infor Systems Equip
15602 208	99 15621-COMPAQ DESKPRO E	10-NOV-99	3.00	2,285.51	0.00	0.00	2,285.51	0.00	0.00 Infor Systems Equip
15602 208	99 16419-LASERJET 8000N	10-DEC-99	3.00	2,457.61	0.00	0.00	2,457.61	0.00	0.00 Infor Systems Equip
15602 208	00 16483-DESKPRO P3-550	25-MAY-00	3.00	1,641.82	0.00	0.00	1,641.82	0.00	0.00 Infor Systems Equip
15602 208	01 17483-NETVISTA A40 P3-8	10-MAR-01	3.00	1,653.89	0.00	91.91	1,561.98	0.00	1.00 Infor Systems Equip
15602 208	97 C2086210-DELL P166 PC	10-AUG-97	3.00	3,205.85	0.00	0.00	3,205.85	0.00	1.00 Infor Systems Equip
15602 208	98 C2086216-DESKPRO EN PC	10-DEC-98	3.00	2,102.98	0.00	0.00	2,102.98	0.00	1.00 Infor Systems Equip
15602 208	99 C2086218-DESKPRO EN PC	10-MAY-99	3.00	3,944.42	0.00	0.00	3,944.42	0.00	1.00 Infor Systems Equip
15603 208	99 14682-SOLUTIONS	10-JUL-99	3.00	0.00	0.00	0.00	0.00	0.00	0.00 Capitalized Software
15603 208	99 14866-PICK D3	10-AUG-99	3.00	1,828.50	0.00	0.00	1,828.50	0.00	0.00 Capitalized Software
15603 208	99 14883-PICK D3	10-AUG-99	3.00	2,210.10	0.00	0.00	2,210.10	0.00	0.00 Capitalized Software
15603 208	00 16949-WIMS INSULATION S	10-OCT-00	3.00	1,627.00	0.00	0.00	1,627.00	0.00	0.00 Capitalized Software
15603 208	99 C0656303-ENTERPRISE	10-APR-99	3.00	3,643.59	0.00	0.00	3,643.59	0.00	1.00 Capitalized Software
15603 208	99 C2086301-ADX VERSION 4	10-MAR-99	3.00	290.74	0.00	0.00	290.74	0.00	1.00 Capitalized Software
15604 208	99 14906-30X36 DIGITIZER	10-AUG-99	3.00	1,515.71	0.00	0.00	1,515.71	0.00	0.00 Capitalized Info Sys Equi
15604 208	98 C2046214-RISC 6000	10-OCT-98	2.00	1,463.86	0.00	0.00	1,463.86	0.00	1.00 Capitalized Info Sys Equi
15604 208	98 C2086213-13 PRINTERS	10-OCT-98	2.00	1,577.80	0.00	0.00	1,577.80	0.00	1.00 Capitalized Info Sys Equi
15604 208	98 C2086215-TAPE DRIVE	10-OCT-98	2.00	678.40	0.00	0.00	678.40	0.00	1.00 Capitalized Info Sys Equi
15604 208	99 C2086217-IBM TERMINAL	10-MAY-99	2.00	162.00	0.00	0.00	162.00	0.00	1.00 Capitalized Info Sys Equi
15604 208	88 C2089002-2 MODEMS	02-MAY-88	5.00	970.68	0.00	0.00	970.68	0.00	1.00 Capitalized Info Sys Equi
15604 208	88 C2089005-17 PRINTERS	02-MAY-88	5.00	4,554.98	0.00	0.00	4,554.98	0.00	1.00 Capitalized Info Sys Equi
15604 208	88 C2089006-2 MONITORS	02-MAY-88	5.00	576.84	0.00	0.00	576.84	0.00	1.00 Capitalized Info Sys Equi
15604 208	90 C2089009-DISPLAY STATO	01-JUL-90	5.00	523.64	0.00	0.00	523.64	0.00	1.00 Capitalized Info Sys Equi
15604 208	92 C2089013-32 TERMINALS	01-SEP-92	5.00	16,346.78	0.00	0.00	16,346.78	0.00	1.00 Capitalized Info Sys Equi
15604 208	93 C2089014-US SOFTWARE	10-DEC-93	5.00	2,120.00	0.00	0.00	2,120.00	0.00	1.00 Capitalized Info Sys Equi
15830 208	03 20187-KITCHEN DISPLAY	11-AUG-03	4.00	42,461.07	884.61	0.00	41,576.46	0.00	1.00 Showroom Renovation
15400 213	99 14862-WOOD GRINDER	02-MAY-88	2.00	1.00	0.00	0.00	1.00	0.00	1.00 Showroom Renovation
15400 213	00 16670-10 HP COMPRESSOR	10-AUG-99	6.00	31,255.93	434.11	0.00	30,821.82	0.00	6077.55 Machinery & Equipmen
15400 213	00 16874-PHONE AND VOICEMA	10-APR-00	6.00	3,729.06	51.79	0.00	3,677.27	0.00	1139.46 Machinery & Equipmen
15400 213	01 18192-CYCLONE DUST COLL	10-APR-00	6.00	10,546.82	146.48	0.00	10,400.34	0.00	3222.68 Machinery & Equipmen
15400 213	01 19143-WIRING OF HYDRAUL	10-MAY-01	6.00	17,209.46	239.02	0.00	16,970.44	0.00	8365.72 Machinery & Equipmen
15400 213	97 C1484003-DRY AIR SYSTEM	10-SEP-01	6.00	1,156.25	16.06	0.00	1,140.19	0.00	626.32 Machinery & Equipmen
15400 213	88 C2134005-16 RADIAL ARM	10-JUL-97	6.00	2,914.43	0.00	0.00	2,914.43	0.00	0.66 Machinery & Equipmen
15400 213	88 C2134014-15 RP AIR COMP	02-MAY-88	3.00	69.67	0.00	0.00	69.67	0.00	1.00 Machinery & Equipmen
15400 213	88 C2134016-DEWALT RADIAL	02-MAY-88	3.00	1.00	0.00	0.00	1.00	0.00	1.00 Machinery & Equipmen
15400 213	88 C2134025-ROLLER PRESS	02-MAY-88	3.00	422.24	0.00	0.00	422.24	0.00	1.00 Machinery & Equipmen
15400 213	88 C2134029-TRUSS PRESS IN	02-MAY-88	3.00	229.77	0.00	0.00	229.77	0.00	1.00 Machinery & Equipmen
15400 213	88 C2134035-STORAGE TANK	02-MAY-88	3.00	10.47	0.00	0.00	10.47	0.00	1.00 Machinery & Equipmen
15400 213	88 C2134036-AIR COMPRESSOR	02-MAY-88	3.00	57.61	0.00	0.00	57.61	0.00	1.00 Machinery & Equipmen
15400 213	88 C2134040-RADIAL ARM SAW	02-MAY-88	3.00	81.80	0.00	0.00	81.80	0.00	1.00 Machinery & Equipmen
15400 213	88 C2134046-COMPONENT SAW	02-MAY-88	7.00	55,483.62	0.00	0.00	55,483.62	0.00	1.00 Machinery & Equipmen
15400 213	00 C2134048-1-GANTRY ROLLE	10-SEP-00	6.00	7,421.90	103.08	0.00	7,318.82	0.00	2783.24 Machinery & Equipmen
15400 213	98 C2134048-TRUSS LINE	01-APR-89	7.00	83,874.52	0.00	0.00	83,874.52	0.00	1.00 Machinery & Equipmen
15400 213	98 C2134051-RADIOS	10-MAY-98	6.00	5,843.78	0.00	0.00	5,843.78	0.00	1.00 Machinery & Equipmen
15402 213	00 17254-TRUSS LINE	10-MAY-00	10.00	141,055.49	1175.46	0.00	139,880.03	0.00	83457.88 Mfg Equipment

TRADEMARK

Schedule I(c)
Owned Equipment

15402 213	03	20017-MITEK SMARTSETPRO	10-APR-03	5.00	125,603.75	2093.40	10467.00	29307.56	96296.19	Mfg Equipment
15500 213	03	20108-99-00-0221 TRACT	10-JUN-03	2.06	42,630.20	1446.63	7233.15	16590.73	26039.47	Highway Tractors
15500 213	03	20258-00-0225 - 99 TRA	24-OCT-03	2.06	32,206.50	1073.55	5367.75	8588.40	23618.10	Highway Tractors
15500 213	03	20314-00-0227 - TRAC/CR	17-NOV-03	2.06	35,763.25	1192.11	5960.55	8344.76	27418.49	Highway Tractors
15500 213	04	20562-00-0168 TRACTOR/C	29-MAY-04	5.00	1.00	0.02	0.02	0.02	0.98	Highway Tractors
15503 213	04	20575-11-0044 POLE TRAI	29-MAY-04	5.00	26,712.00	0.00	0.00	0.02	0.98	Trailers
15503 213	95	C2135525-UU 11-0425	10-DEC-95	3.00	28.60	0.00	0.00	27.60	1.00	Lift Trucks
15504 213	88	C2130009-FORKLIFT EXTEN	02-MAY-88	3.00	3,255.26	54.25	271.25	2875.41	379.85	Office Equipment
15600 213	00	16102-MINOLTA EP2030 CO	01-JAN-00	5.00	1,372.70	0.00	0.00	1371.70	0.00	Data Handling Equip
15600 213	98	C2136013-UF560 FAX	10-FEB-98	5.00	4,394.94	0.00	209.32	4394.94	0.00	Infor Systems Equip
15601 213	00	17079-FRAME RELAY	10-SEP-00	3.06	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15602 213	00	16255-DESKPRO P3-550	T 30-JAN-00	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15602 213	00	16830-P3-733 DESKPRO EN	T 10-SEP-00	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15602 213	00	16878-DESKPRO EN P3-733	T 10-SEP-00	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15602 213	00	16935-LASERJET 5000N	10-OCT-00	3.00	2,216.44	0.00	0.00	2216.44	0.00	Infor Systems Equip
15602 213	01	19221-LATITUDE C600 750	10-OCT-01	3.00	2,614.81	72.63	363.15	2324.25	290.56	Infor Systems Equip
15602 213	02	19393-NETVISTA P4	07-MAY-02	3.00	1,132.48	31.46	157.30	786.45	345.03	Infor Systems Equip
15602 213	03	20407-TAPE DRIVE	27-DEC-03	3.00	1.00	0.03	0.09	0.20	0.80	Infor Systems Equip
15602 213	98	C2136210-COMPAQ EPM2100	T 10-NOV-98	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15604 213	03	20092-EXT CARBON DRIVE	10-FEB-03	5.00	1,495.53	24.92	124.60	398.78	1096.75	Capitalized Info Sys Equi
15604 213	03	20266-MITEK SYSTEM DESI	12-MAY-03	5.00	4,771.92	79.53	397.65	1033.90	3738.02	Capitalized Info Sys Equi
15604 213	94	C2136204-LASERJET PRINT	10-DEC-94	5.00	1,516.86	0.00	0.00	1515.86	1.00	Capitalized Info Sys Equi
15604 213	94	C2136207-17" VGA MONITO	07-OCT-94	5.00	513.27	0.00	0.00	512.27	1.00	Capitalized Info Sys Equi
15604 213	98	C2136208-POWERSTATION	10-OCT-98	2.00	1,697.06	0.00	0.00	1696.06	1.00	Capitalized Info Sys Equi
15604 213	98	C2136209-TAPE DRIVE	10-OCT-98	2.00	0.00	0.00	0.00	0.00	0.00	Capitalized Info Sys Equi
15604 213	99	C2136212-IBM PRINTER	10-MAR-99	2.00	121.90	0.00	0.00	120.90	1.00	Capitalized Info Sys Equi
15604 213	99	C2136213-IBM TERMINAL	10-MAR-99	2.00	184.44	0.00	0.00	183.44	1.00	Capitalized Info Sys Equi
15400 214	00	16239-CANTELEVER RACKS	20-APR-00	6.00	8,416.40	116.89	584.45	5844.66	2571.74	Machinery & Equipment
15400 214	00	16240-WAREHOUSE RACKS	20-APR-00	6.00	5,264.35	73.12	365.60	3655.82	1608.53	Machinery & Equipment
15400 214	01	19088- PALLET RACKING	10-AUG-01	6.00	361.44	5.02	25.10	170.68	190.76	Machinery & Equipment
15400 214	88	C2144001-BANDING EQUIPM	02-MAY-88	3.00	10.50	0.00	0.00	9.50	1.00	Machinery & Equipment
15400 214	88	C2144002-BANDING EQUIPM	02-MAY-88	3.00	13.38	0.00	0.00	12.38	1.00	Machinery & Equipment
15400 214	88	C2144011-KEY MAKING MAC	10-JUN-88	3.00	291.89	0.00	0.00	290.89	1.00	Machinery & Equipment
15400 214	88	C2144015-1 MAGNESIUM DO	02-MAY-88	3.00	23.35	0.00	0.00	22.35	1.00	Machinery & Equipment
15400 214	88	C2144016-1 RR DOCKBOARD	02-MAY-88	3.00	34.93	0.00	0.00	33.93	1.00	Machinery & Equipment
15400 214	88	C2144019-BANDING EQUIPM	02-MAY-88	3.00	9.19	0.00	0.00	8.19	1.00	Machinery & Equipment
15400 214	88	C2144020-WHSE RACKS	02-MAY-88	6.00	825.30	0.00	0.00	824.30	1.00	Machinery & Equipment
15400 214	88	C2144021-HYDRAULIC LIFT	02-MAY-88	3.00	1.00	0.00	0.00	0.00	1.00	Machinery & Equipment
15400 214	93	C2144022-GENERATOR	10-OCT-93	3.00	1,348.00	0.00	0.00	1347.00	1.00	Machinery & Equipment
15400 214	95	C2144023-RADIOS	10-JUL-95	6.00	1,059.40	0.00	0.00	1058.40	1.00	Machinery & Equipment
15400 214	88	C2144024-PALLET TRUCK	02-MAY-88	3.00	42.67	0.00	0.00	41.67	1.00	Machinery & Equipment
15400 214	88	C2144025-6 FIRE EXTINGU	02-MAY-88	3.00	11.74	0.00	0.00	10.74	1.00	Machinery & Equipment
15400 214	98	C2144026-PHONE SYSTEM	10-NOV-98	6.00	25,092.32	348.49	1742.45	23348.83	1743.49	Machinery & Equipment
15402 214	95	C2144009-STORE SIGNS	10-AUG-95	5.00	1,330.30	0.00	0.00	1329.30	1.00	Mfg Equipment
15502 214	01	17180-03-2348 BLOWER TR	10-JAN-01	5.00	80,591.50	0.00	0.00	55070.83	25520.67	Highway Trucks
15502 214	01	18331-02-0409 REBUILD B	10-JUN-01	2.06	38,180.41	0.00	0.00	38180.41	0.00	Highway Trucks
15502 214	03	20380-02-0508 RBLD	10-DEC-03	5.00	5,000.00	83.33	416.65	583.31	4416.69	Highway Trucks
15502 214	04	20470-02-0508 REBUILD M	03-FEB-04	5.00	15,532.82	258.88	1035.52	1035.52	14497.30	Highway Trucks

TRADEMARK

Schedule 1(c)
Owned Equipment

15604 214	99	C2146222-RISC 6000	10-FEB-99	2.00	1,072.72	0.00	0.00	1071.72	1.00	Capitalized Info Sys Equi
15604 214	99	C2146223-TAPE DRIVE	10-FEB-99	2.00	848.00	0.00	0.00	847.00	1.00	Capitalized Info Sys Equi
15604 214	99	C2146224-IBM TERMINAL	10-MAR-99	2.00	159.00	0.00	0.00	158.00	1.00	Capitalized Info Sys Equi
15604 214	99	C2146226-IBM TERMINAL	10-MAY-99	2.00	160.93	0.00	0.00	159.93	1.00	Capitalized Info Sys Equi
15604 214	94	C2149001-INSTORE SOFTWA	10-APR-94	5.00	4,665.46	0.00	0.00	4664.46	1.00	Capitalized Info Sys Equi
15400 267	00	16104-TOSHIBA PHONE SYS	15-FEB-00	6.00	16,488.99	229.01	1145.05	11908.68	4580.31	Machinery & Equipment
15400 267	00	16443-RACKING	10-MAY-00	6.00	3,207.20	44.54	222.70	2182.63	1024.57	Machinery & Equipment
15400 267	00	16955-RACKING	10-MAY-00	6.00	1,935.01	26.87	134.35	1316.85	618.16	Machinery & Equipment
15400 267	01	19080-WIRING UP NEW CON	10-JUN-01	6.00	1,018.75	14.15	70.75	509.37	509.38	Machinery & Equipment
15400 267	88	C2674004-1 SIGN	02-MAY-88	3.00	265.65	0.00	0.00	264.65	1.00	Machinery & Equipment
15400 267	88	C2674005-FIRE EXTINGUIS	02-MAY-88	3.00	22.00	0.00	0.00	21.00	1.00	Machinery & Equipment
15400 267	88	C2674007-SHELVING	02-MAY-88	3.00	328.73	0.00	0.00	327.73	1.00	Machinery & Equipment
15400 267	88	C2674027-DISPLAY SHELVE	02-MAY-88	3.00	40.28	0.00	0.00	39.28	1.00	Machinery & Equipment
15400 267	88	C2674030-SIGN	02-MAY-88	3.00	403.66	0.00	0.00	402.66	1.00	Machinery & Equipment
15400 267	88	C2674041-1 PALLET TRUCK	02-MAY-88	3.00	42.97	0.00	0.00	41.97	1.00	Machinery & Equipment
15400 267	88	C2674042-5 MAT HANDLING	02-MAY-88	3.00	52.00	0.00	0.00	51.00	1.00	Machinery & Equipment
15400 267	88	C2674045-SECURITY SYSTE	02-MAY-88	3.00	347.60	0.00	0.00	346.60	1.00	Machinery & Equipment
15400 267	88	C2674048-BURGLAR SYSTEM	02-MAY-88	3.00	51.89	0.00	0.00	50.89	1.00	Machinery & Equipment
15400 267	88	C2674050-LOZIER LBR RAC	02-MAY-88	3.00	376.75	0.00	0.00	375.75	1.00	Machinery & Equipment
15400 267	88	C2674052-FIRE EXTINGUIS	02-MAY-88	3.00	18.40	0.00	0.00	17.40	1.00	Machinery & Equipment
15400 267	88	C2674053-PANEL SAW	02-MAY-88	3.00	24.84	0.00	0.00	23.84	1.00	Machinery & Equipment
15400 267	88	C2674054-APPLIANCE TRUC	02-MAY-88	3.00	8.78	0.00	0.00	7.78	1.00	Machinery & Equipment
15400 267	88	C2674056-1 LOZIER SHELVIN	02-MAY-88	3.00	374.73	0.00	0.00	373.73	1.00	Machinery & Equipment
15400 267	88	C2674057-LOZIER SHELVIN	02-MAY-88	3.00	336.65	0.00	0.00	335.65	1.00	Machinery & Equipment
15400 267	88	C2674058-SIGN & RED STR	02-MAY-88	6.00	389.27	0.00	0.00	388.27	1.00	Machinery & Equipment
15400 267	88	C2674058-INSULATION BLO	02-MAY-88	6.00	817.87	0.00	0.00	816.87	1.00	Machinery & Equipment
15400 267	88	C2674059-LOZIER	02-MAY-88	6.00	443.74	0.00	0.00	442.74	1.00	Machinery & Equipment
15400 267	88	C2674060-PANEL RACK	02-MAY-88	6.00	3,439.25	0.00	0.00	3438.25	1.00	Machinery & Equipment
15400 267	88	C2674062-LOZIER	02-MAY-88	6.00	1,126.64	0.00	0.00	1125.64	1.00	Machinery & Equipment
15400 267	88	C2674063-PANEL RACKS	02-MAY-88	6.00	459.86	0.00	0.00	458.86	1.00	Machinery & Equipment
15400 267	88	C2674066-PHONE SYSTEM	01-AUG-88	6.00	8,031.20	0.00	0.00	8030.20	1.00	Machinery & Equipment
15400 267	89	C2674068-SIGN & RED STR	01-JUN-89	6.00	5,932.68	0.00	0.00	5931.68	1.00	Machinery & Equipment
15400 267	88	C2674069-PLATFORMS JACK	02-MAY-88	3.00	2.74	0.00	0.00	1.74	1.00	Machinery & Equipment
15400 267	89	C2674070-SHINGLE CONVEY	01-APR-89	6.00	5,372.78	0.00	0.00	5371.78	1.00	Machinery & Equipment
15400 267	90	C2674072-LOZIER C/S	01-DEC-90	6.00	4,157.64	0.00	0.00	4156.64	1.00	Machinery & Equipment
15400 267	90	C2674073-3 PHONES C/S	01-DEC-90	6.00	3,083.20	0.00	0.00	3082.20	1.00	Machinery & Equipment
15400 267	90	C2674074-AIR COND C/S	01-DEC-90	6.00	1,769.50	0.00	0.00	1768.50	1.00	Machinery & Equipment
15400 267	90	C2674075-8 PHONES	01-DEC-90	6.00	4,531.38	0.00	0.00	4530.38	1.00	Machinery & Equipment
15400 267	91	C2674077-LOZIER	01-SEP-91	6.00	3,412.26	0.00	0.00	3411.26	1.00	Machinery & Equipment
15400 267	88	C2674078-FIRE EXTINGUIS	02-MAY-88	3.00	24.17	0.00	0.00	23.17	1.00	Machinery & Equipment
15400 267	88	C2674079-MATER HANDL CA	02-MAY-88	3.00	31.20	0.00	0.00	30.20	1.00	Machinery & Equipment
15400 267	88	C2674081-PALLET JACK	02-MAY-88	3.00	119.22	0.00	0.00	118.22	1.00	Machinery & Equipment
15400 267	88	C2674082-RADIAL ARM SAW	02-MAY-88	3.00	283.25	0.00	0.00	282.25	1.00	Machinery & Equipment
15400 267	94	C2674083-USED RACKING	12-JUN-94	6.00	3,148.20	0.00	0.00	3147.20	1.00	Machinery & Equipment
15400 267	94	C2674084-RADIOS	10-DEC-94	6.00	3,860.92	0.00	0.00	3859.92	1.00	Machinery & Equipment
15400 267	95	C2674085-RADIOS	10-MAR-95	6.00	1,992.60	0.00	0.00	1991.60	1.00	Machinery & Equipment
15400 267	88	C2674086-TIME CLOCK & R	02-MAY-88	6.00	83.56	0.00	0.00	82.56	1.00	Machinery & Equipment
15400 267	97	C2674087-RACKING	10-SEP-97	6.00	11,303.37	0.00	0.00	11302.37	1.00	Machinery & Equipment

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	)	Chapter 11
	)	Case No. 04 B 02221
WICKES INC.,	)	(Jointly Administered)
a Delaware Corporation, and)	
GLC DIVISION, INC.,	)	Honorable Bruce W. Black
a Delaware Corporation,)	
	)	Hearing: Thursday,
Debtors.	)	July 22, 2004 at 1:15 p.m.

**ORDER: (I) APPROVING ASSET PURCHASE AGREEMENT;
(II) AUTHORIZING SALE OF CERTAIN OF DEBTORS' ASSETS FREE AND CLEAR
OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS TO BRADCO SUPPLY
CORPORATION; AND (III) AUTHORIZING ASSUMPTION AND ASSIGNMENT
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

This matter having come before the Court on the motion (the "Sale Motion") of Wickes Inc. and GLC Division, Inc. (collectively, the "Debtor"), for entry of an Order: (A) Authorizing Debtor to Conduct a Sale of Substantially all of its Assets; (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (C) Setting Dates for Sale and Hearing on Sale; (D) Approving Form of Notice; and (E) Authorizing Debtor to Enter into "Stalking Horse" Agreements for the Sale of Certain Assets; it appearing that on June 24, 2004, the Debtor filed the Sale Motion; it further appearing that on June 28, 2004, this Court entered an Order (i) granting the Sale Motion, (ii) authorizing the Debtor to conduct a sale (the "Sale") of substantially all of its assets free and clear of Liens,¹ and (iii) setting the Sale for July 20, 2004 at

¹ Except as otherwise noted, capitalized terms used in this Order shall have the meanings ascribed to such terms in the Asset Purchase Agreement dated as of June 24, 2004 (the "Purchase Agreement"). The Purchase Agreement is annexed to this Order as Exhibit A. As used herein, "Liens" shall mean all encumbrances, obligations, liabilities, contractual commitments, claims, including, without limitation, any theory of successor liability, de facto merger, or substantial continuity, whether based in law or equity, employee benefit obligations (including, without limitation, under the Employee Retirement Income Security Act, the Comprehensive Omnibus Budget Reconciliation Act, CERCLA and all other environmental laws (the "Environmental Laws")), any security interest, mortgage, lien,

10:00 a.m.; it appearing that on June 30, 2004, the approved Sale Notice was mailed to all creditors and parties in interest; it appearing that on July 9, 2004, the approved Sale Notice was published in the national edition of the Wall Street Journal; it appearing that at 10:00 a.m. on July 20, 2004 the Sale was conducted at the offices of Piper Rudnick LLP at Chicago, Illinois and Bradco Supply Corporation (the "Purchaser") having been determined by the Debtor, after consultation with the Committee, the Postpetition Agent and the Ad Hoc Committee, to have submitted the highest and best bid at the Sale for the assets identified to be acquired by the Purchaser in the Purchase Agreement (the "Assets"), and those executory contracts and unexpired leases identified to be assumed by the Debtor and assigned to the Purchaser pursuant to the Purchase Agreement (the "Designated Executory Contracts"), and a hearing on the Sale Motion having been held on July 22, 2004 (the "Sale Hearing"); and all interested parties having been afforded an opportunity to be heard with respect to the Sale Motion and the Sale; and the Court having reviewed and considered (i) the results of the Sale, (ii) the Sale Motion; (iii) any objections thereto; and (iv) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Sale Motion and approval of the Sale of the Assets and assumption and assignment of the Designated Executory Contracts is in the best interests of the Debtor, its estates, its creditors, and other parties in

charge against or interest in property, adverse claim, claim of possession, right of way, license, easement or restriction of any kind, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership or any option to purchase, option, charge, retention agreement which is intended as security or other matters (but such term to be deemed to exclude any and all Liens permitted by the terms of the Purchase Agreement) of any person or entity that encumber or relate to or purport to encumber or relate to the Purchased Assets. Notwithstanding anything contained in this Order to the contrary, real estate tax liens shall be excepted from the foregoing definition of "Liens" with respect to any parcel of real estate for which the Purchaser has been given a proration credit at Closing. Accordingly, the Purchaser shall take title to the Assets subject to any and all such real estate tax liens.

interest, and upon the record of the Sale Hearing; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED AS FOLLOWS:²

A. This Court has jurisdiction over the Sale Motion and the transactions contemplated by the Purchase Agreement pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(M) and (N). Venue of these cases and the Sale Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Sale Motion are sections 105, 363, 365 and 1146(c) of 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure.

C. As evidenced by the affidavit of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of the Sale Motion, the Sale, the Sale Hearing and the assumption and assignment to the Purchaser of the Designated Executory Contracts through the Notices of Assumption and Assignment of Certain Contracts and Unexpired Leases has been provided in accordance with sections 102(l), 363, and 365 of the Bankruptcy Code and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure; (ii) notice of the Sale having been published in the national edition of the Wall Street Journal on Friday, July 9, 2004; (iii) such notice was reasonable, sufficient, and appropriate under the circumstances; and (iv) no other or further

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

notice of the Sale Motion, the Sale, the Sale Hearing, the Sale of the Assets or the assumption and assignment of the Designated Executory Contracts is or shall be required.

D. A reasonable opportunity to object or be heard with respect to the Sale Motion, the Sale, the assumption and assignment of the Designated Executory Contracts and the relief requested in the Sale Motion has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee; (ii) counsel for the Purchaser; (iii) counsel for the Postpetition Agent; (iv) counsel for the Committee; (v) counsel for the Ad Hoc Committee; (vi) all entities known to have expressed an interest in a transaction with respect to the Assets; (vii) all entities known to have any Lien on or with respect to the Assets; (viii) all federal, state, and local regulatory or taxing authorities or recording offices which have a known interest in the relief requested by the Sale Motion; (ix) all state Attorneys' General which have a known interest in the relief requested by the Sale Motion; (x) all non-Debtor parties to Designated Executory Contracts; (xi) the creditors identified on the Debtor's list of creditors holding the twenty largest unsecured claims; (xii) the Office of the United States Attorney General; (xiii) the Internal Revenue Service; and (xiv) all other entities that have filed requests for notices pursuant to Bankruptcy Rule 2002.

E. As demonstrated by (i) the testimony and/or other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, (a) the Debtor has adequately marketed the Assets and Designated Executory Contracts, (b) the Debtor properly conducted the sale process, and (c) the Sale was duly noticed and conducted in a non-collusive, fair and good faith manner.

F. The Debtor (i) has full corporate power and authority to execute the Purchase Agreement and any and all other documents contemplated thereby, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement, and (iii) has taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation by the Debtor of the transactions contemplated thereby.

G. The Debtor has demonstrated sound business justifications for the Sale pursuant to section 363(b) of the Bankruptcy Code prior to confirmation of a plan of reorganization. The Sale is in contemplation of and necessary to a plan of reorganization in this case.

H. The Purchase Agreement was negotiated, proposed and entered into by the Debtor and the Purchaser as parties thereto without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement to be avoided under section 363(n) of the Bankruptcy Code. The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

I. The consideration provided by the Purchaser for the Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Assets, (iii) will provide a greater recovery for the Debtor's creditors and other interested parties than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

J. The transfer of the Assets to be acquired by the Purchaser under the Purchase Agreement will be a legal, valid, and effective transfer of such Assets, and will vest in the Purchaser all right, title and interest of the Debtor in the Assets to be acquired by it under the Purchase Agreement free and clear of all Liens, with such Liens attaching to the proceeds of the Sale of the Assets to the same extent, priority and validity as such Liens existed in the Assets immediately prior to the closing (the "Closing") on the Assets.

K. The Purchaser would not have entered into the Purchase Agreement and will not consummate the transactions contemplated thereby (thus adversely affecting the Debtor, its estates and its creditors) if the Sale of the Assets to the Purchaser was not free and clear of all Liens (except to the extent said Liens are being assumed in accordance with the Purchase Agreement), or if the Purchasers would be, or in the future could be, liable for any such Liens or the obligations secured by the Liens and if the assignment of the Designated Executory Contracts could not be made under section 365 of the Bankruptcy Code.

L. The Debtors may sell the Assets free and clear of all Liens because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those (i) holders of Liens and (ii) non-Debtor parties to Designated Executory Contracts who did not object, or who withdrew their objections, to the Sale, the Sale of the Assets or the Sale Motion are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Those (i) holders of Liens and (ii) non-Debtor parties to Designated Executory Contracts who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Liens, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they claim or may claim a Lien.

- To the extent permitted by law,*
- M. The Purchaser is not a successor to the Debtor; thus, the Purchaser is not subject to successor liability claims based upon any theory of liability of any kind whatsoever.
- N. No common identity of incorporators, directors or stockholders exists between the Purchaser and the Debtor.
- O. The Purchase Agreement is not being entered into fraudulently.
- P. The consummation of the Purchase Agreement does not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtor or its estate.
- Q. Purchaser is not a mere continuation of the Debtor or its estate, there is not substantial continuity between the Purchaser and the Debtor or its estate, and there is no continuity of enterprise between the Debtor and the Purchaser.
- R. There has been no adjudication, finding, conclusion or determination as to whether the Purchase Agreement or any of its terms, including without limitation Section 2.1.9 of the Purchase Agreement ("Insurance Benefits"), effectively operates to: (i) assign rights to, create rights in, or bestow rights on, the Purchaser under any insurance policy; or (ii) create obligations, or impose obligations on, any insurer under any insurance policy.
- S. Certain insurers (the "Insurers")³ have informed the Debtor that they object to any terms in the Purchase Agreement that, in the Insurers' view, may be interpreted to amend, modify or alter the terms of any of the Insurers' insurance policies, or to make an assignment of any such insurance policy to the Purchaser. The Debtor has agreed that such objection need not and

³ The insurers referred to in paragraph S to this Order consist of Continental Insurance Company, Transcontinental Insurance Company, Argonaut Insurance Company, Century Indemnity Company, Nationwide Indemnity Company as authorized agent for and on behalf of Employers Mutual Liability Insurance Company of Wisconsin, St. Paul Surplus Lines Insurance Company, The Travelers Indemnity Company, Travelers Casualty & Surety Company, American Home Assurance Company, National Union Fire Insurance Company of Pittsburgh, PA, and the respective subsidiaries or affiliates of each of the foregoing.

should not be presented or adjudicated in this proceeding, and that such objection is fully preserved. Consistent with the foregoing, no insurer has: (i) waived any objection to, or otherwise approved, acquiesced in, or consented to the Purchase Agreement, including without limitation Section 2.1.9 of the Purchase Agreement or any other terms in the Purchase Agreement relating to, or purporting to assign, transfer, create or bestow rights on the Purchaser under any insurance policy; or (ii) consented to the assignment of any insurance policy, or any rights under any insurance policy, to the Purchaser.

T. There has been no adjudication, finding, conclusion or determination as to whether any insurance policy provides coverage for any obligation undertaken by the Debtor under the Purchase Agreement.

U. The Debtor has demonstrated that it is an exercise of its sound business judgment to assume and assign the Designated Executory Contracts to the Purchaser pursuant to the Purchase Agreement in connection with the consummation of the Sale of the Assets, and the assumption and assignment of the Designated Executory Contracts pursuant to the Purchase Agreement is in the best interests of the Debtor, its estate, and its creditors. The Designated Executory Contracts being assigned to the Purchaser in accordance with the terms of the Purchase Agreement are an integral part of the Assets being purchased by the Purchaser and, accordingly, such assumption and assignment of Designated Executory Contracts is reasonable and enhances the value of the Debtor's estate.

V. The Debtor and the Purchaser, in respect of the Designated Executory Contracts being assigned to the Purchaser: (i) have provided adequate assurance of the Purchaser's future performance of and under such Designated Executory Contracts within the meaning of sections

365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code; (ii) will cure, or have provided adequate assurance of cure, of any default existing prior to the date hereof under any of such Designated Executory Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (iii) will provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the Closing Date under any such Designated Executory Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code.

W. Approval of the Purchase Agreement and assumption and assignment of the Designated Executory Contracts and consummation of the Sale of the Assets at this time are in the best interests of the Debtor, its creditors, its estates and other parties in interest.

NOW THEREFORE, BASED UPON THE FOREGOING FINDINGS OF FACT, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion is granted, as designated herein.
2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.
3. Subject to the provisions of this Order, the Purchase Agreement in the form attached hereto as Exhibit A (and all of the terms and conditions thereof) is hereby approved.
4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized and directed to consummate the Sale of the Assets, pursuant to and in accordance with the terms and conditions of the Purchase Agreement.

5. James O'Grady is entitled to, and the Debtor shall pay (subject to the terms of paragraph 7 herein), the success bonus and severance payment provided for by paragraphs 17(f) and (i) of the Debtor's Motion (that was filed on March 4, 2004) for an order under Sections 363(b) and 105(a) authorizing (a) implementation of an employee retention program, and (b) granting certain related relief.

6. The Debtor is authorized and directed to execute and deliver, and is empowered to perform under, consummate and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement.

7. At the Closing on the Sale of the Assets, the Purchaser shall tender the purchase price set forth in the Purchase Agreement⁴ (net of applicable title charges, which may be paid directly to the title companies) to the Debtor and the proceeds of the Sale of the Assets shall be paid to the Postpetition Agent, in an amount sufficient to pay the Postpetition Debt in full, for provisional application in accordance with, and subject to, the Final Order Authorizing Debtor to: (A) Incur Postpetition Debt; (B) Grant Liens and Provide Security, Adequate Protection and

⁴ The purchase price set forth in the Purchase Agreement is comprised of (a) a cash payment subject to certain adjustments contained in the Purchase Agreement (the "Cash") and (b) a short-term promissory note and mortgage (the "Note"). Therefore, the proceeds of the Sale of the Assets shall include the Cash and the Note. In connection therewith, any and all Liens (including those claims and/or liens referenced in this paragraph 7) shall attach to the Cash and Note without the need for any further actions or filings.

Other Relief to Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services, Inc. ("Merrill Lynch"), as Agent; and (C) Provide Adequate Protection to the Bank of New York as Indenture Trustee ("BNY"), which this Court entered on March 25, 2004 (as amended, modified or supplemented from time to time, the "Financing Order"). As of the date of the Closing on the Sale of the Assets, Postpetition Agent's obligations to the Debtor under the Financing Order and "Postpetition Documents" (as defined in the Financing Order) shall be terminated; provided, however, Postpetition Agent shall be deemed entitled to assert any claims and/or liens with respect to the proceeds of the Sale not paid to it at the Closing on account of any accrued or accruing amounts owed to it under the Financing Order or Postpetition Documents. Upon the Closing of the Sale of the Assets, and subject to application of Sale proceeds in accordance with the Financing Order, the amount sufficient to pay the 2005 bondholders in full (subject to a final determination as to all accrued interest and expenses), shall be set aside in a segregated account (the "2005 Account"), which shall not be used by the Debtor for any purpose and shall only be distributed pursuant to (a) further order of this Court, or (b) a confirmed plan of reorganization or liquidation; provided, however, BNY shall be entitled to assert any claims and/or liens with respect to proceeds of the Sale not deposited into the 2005 Account on account of any accrued or accruing amounts owed to it under the Financing Order or applicable loan documents. Nothing in this Order is intended to be an admission of the allowance and/or treatment of BNY's asserted claims or liens or of any defenses or counterclaims to such asserted claims or liens. All parties reserve any and all rights and defenses they may have with respect to all such matters and, except as expressly set forth herein, the Financing Order and Postpetition Documents remain in full force and effect.

8. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement or this Sale Order, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Assets to be transferred pursuant to the Purchase Agreement shall be transferred to the Purchaser pursuant to the Purchase Agreement, and, as of the Closing Date under such Purchase Agreement, shall be free and clear of all Liens, with all such Liens (subject to the applicable provisions of the Purchase Agreement) of any kind or nature whatsoever to attach to the net proceeds of the Sale of the Assets in the order of their priority, with the same validity, force and effect which they now have as against the Assets, subject to any claims and defenses of the Debtor, the Committee, the Ad Hoc Committee and the Postpetition Agent.

9. *To the extent permitted by law,*
The Purchaser is not a successor to the Debtor and the Purchaser shall not be subject to successor liability claims based upon any theory of liability of any kind whatsoever.

10. Nothing in this Order shall: (a) operate as, or shall be deemed to operate as, an assignment, amendment, modification or alteration of any insurance policy; (b) constitute, or be deemed to constitute, an adjudication establishing the rights or obligations of the Debtor, the Purchaser, any insurer, or any other person or entity under any insurance policy, or a construction or interpretation of any insurance policy; (c) constitute, or be deemed to constitute, a finding, conclusion or determination as to whether the Purchase Agreement or any of its terms, including without limitation Section 2.1.9 of the Purchase Agreement ("Insurance Benefits"), effectively operates to (i) assign to, create in, or bestow rights on, the Purchaser under any insurance policy or (ii) create obligations, or to impose obligations on, any insurer under any insurance policy; or (d) constitute, or be deemed to constitute, a finding, conclusion or determination as to whether

any insurance policy provides coverage for any obligation undertaken by the Debtor under the Purchase Agreement.

11. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and other regulatory authorities, lenders, trade and other creditors holding Liens (including but not limited to any claims under any applicable revenue, pension, ERISA, tax, labor, environmental or natural resource law, rule or regulation, or any products liability law) of any kind or nature whatsoever against or in the Debtor or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtor, the Assets, the operation of the Debtor's business prior to the Closing Date of the Sale of such Assets, or the transfer of such Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns (to the extent allowed by law), its property, its officers, directors and shareholders or the Assets, the Liens of such persons or entities.

12. The transfer of the Assets to the Purchaser pursuant to the Purchase Agreement shall constitute a legal, valid and effective transfer of the Assets, and shall vest in the Purchaser all right, title and interest of the Debtor in and to the Assets to be acquired by the Purchaser free and clear of all Liens (subject to the terms of the Purchase Agreement).

13. On the Closing Date of the Sale of any Assets and subject to the terms and conditions of the Purchase Agreement, each of the Debtor's creditors is authorized and directed

to execute such documents and take all other actions as may be necessary to release its Liens in such Assets, if any, as such Liens may have been recorded or may otherwise exist, including the taking of all other actions as may be necessary to evidence the release of its Liens in such Assets.

14. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Liens in the Debtor or any Assets shall not have delivered to the Debtor prior to the Closing Date under the Purchase Agreement transferring such Assets, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens which the person or entity has with respect to the Debtor or such Assets or otherwise, then (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Assets and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of any kind or nature whatsoever.

15. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing of the Sale of the Assets to be transferred pursuant to the Purchase Agreement, the Debtor's assumption and assignment to the Purchaser pursuant to such Purchase Agreement, of the Designated Executory Contracts to be transferred to it is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

16. The Debtors are hereby authorized and directed, in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (a) assume and assign to the Purchaser, effective upon

the Closing of the Sale of the Assets, the Designated Executory Contracts to be transferred to such Purchaser free and clear of all Liens of any kind or nature whatsoever and (b) subject to the terms and conditions of the Purchase Agreement, execute and deliver to such Purchaser such documents or other instruments as may be necessary to assign and transfer such Designated Executory Contracts to the Purchaser.

17. The Designated Executory Contracts shall be transferred free and clear of all Liens of any kind or nature whatsoever to, and shall remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Designated Executory Contracts (including those of the type described in sections 365(b)(2) and (f)(1) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtor and its estate shall be relieved from any liability for any breach of any such Designated Executory Contracts which occurs or arises after such assignment to and assumption by the Purchaser on the Closing Date under the Purchase Agreement transferring such Designated Executory Contracts.

18. Notwithstanding anything to the contrary in this Sale Order, under section 365 of the Bankruptcy Code, the Purchaser is only assuming those liabilities arising post Closing under the Designated Executory Contracts to be transferred to it pursuant to the Purchase Agreement.

19. Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code, all non-Debtor parties to the Designated Executory Contracts are forever barred and enjoined from raising or asserting against the Purchaser any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Designated Executory Contracts existing as of the Closing on the Sale of the Assets or arising by reason of the Closing on the Sale of the

Assets. All non-Debtor parties to the Designated Executory Contracts are deemed to have consented to the assumption and assignment of the Designated Executory Contracts for purposes of Section 365(e)(2)(A)(ii) of the Bankruptcy Code and any objections to such assumption and assignment of the Designated Executory Contracts are hereby overruled.

20. The Designated Executory Contracts will be selected by the Purchaser, prior to the Closing on the Sale of the Assets, from those contracts listed in Exhibit B to this Sale Order. The documents which comprise all of the Designated Executory Contracts are listed in Exhibit B to this Sale Order and no other document, writing, instrument, correspondence or written or oral communication of any kind shall be deemed to be a part of the Designated Executory Contracts. All non-Debtor parties to the Designated Executory Contracts shall only be entitled to receive the Cure Amount on or before the fifteenth (15) day following the date of the Closing on the Sale of the Assets, if any, listed in Exhibit B hereto, in connection with the assumption and assignment of the Designated Executory Contracts. With the exception of the Debtor's failure to pay the Cure Amounts set forth in Exhibit B hereto, all non-Debtor counter-parties to the Designated Executory Contracts shall be forever barred from asserting against the Debtor, its estate or the Purchaser, any default, any actual pecuniary loss resulting from such default, or any other claim under the Designated Executory Contracts, and the Debtor shall be released and forever discharged of and from any and all obligations and claims under the Designated Executory Contracts without any further action by this Court.

21. The consideration provided by the Purchaser for the Assets under the Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration

under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

22. To the extent that the parties identified in this paragraph have received actual notice, this Sale Order (a) shall be effective as a determination that, on the Closing Date under the Purchase Agreement, all Liens of any kind or nature whatsoever existing prior to such Closing as to the Debtor or the Assets transferred pursuant to the Purchase Agreement (including but not limited to any claims under any applicable revenue, pension, ERISA, tax, labor, environmental or natural resource law, rule or regulation, or any products liability law) have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

23. To the extent that the parties identified in this paragraph have received actual notice, each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

24. Except as provided herein, all entities who are presently, or on the Closing Date may be, in possession of some or all of the Assets to be transferred under the Purchase

Agreement are hereby directed to surrender possession of such Assets to the Purchaser on the Closing Date under the Purchase Agreement without further order of this Court.

25. Except as expressly permitted or otherwise specifically provided for in this Sale Order in respect of the Purchase Agreement or the Assets to be transferred pursuant to the Purchase Agreement, ^{and to the extent permitted by law,} the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to such Assets. Without limiting the generality of the foregoing, the Purchaser (and its officers, directors and shareholders) shall not be liable for (a) any claims against the Debtor or any of its predecessors or affiliates, or (b) successor or vicarious liability claims of any kind or character whether known or unknown as of the Closing Date under the Purchase Agreement, now existing or hereafter arising, whether fixed or contingent, each with respect to any obligations of the Debtor arising prior to the Closing Date under the Purchase Agreement, including, but not limited to, any liabilities under any revenue, pension, ERISA, tax, employment, labor, environmental or natural resource law, rule or regulation, any federal or state employment and anti-discrimination laws and regulations, any successor liability law, any products liability law, arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtor's business prior to the Closing Date under the Purchase Agreement.

26. No insurer has, or shall be deemed to have: (a) waived any objection to, or otherwise approved, acquiesced in, or consented to the Purchase Agreement, including without limitation Section 2.1.9 of the Purchase Agreement or any other terms in the Purchase Agreement relating to, or purporting to assign, transfer, create or bestow rights on the Purchaser under any insurance policy; or (b) consented to the assignment of any insurance policy, or any rights under

any insurance policy, to the Purchaser. The Debtor, the Purchaser and all insurers reserve all rights with respect to any and all disputes between or among them, or anyone claiming through or under them, with respect to all insurance policies.

27. This Court retains jurisdiction to enforce and implement the terms and provisions of the Purchase Agreement, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to the Purchaser, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtor, (c) resolve any disputes arising under or related to the Purchase Agreement, and (d) interpret, implement, and enforce the provisions of this Sale Order; provided, however, that nothing contained in this Order or the Purchase Agreement shall create, expand, contract or eliminate any jurisdiction this Court might otherwise have over insurance issues. Except as otherwise set forth herein with respect to insurance issues, if any proceeding before the Court pursuant to this paragraph is not a core proceeding, any non-Debtor party who has received notice of the Sale Hearing shall be deemed to have consented to the Court (a) hearing and determining such proceeding, and (b) entering appropriate orders and judgments, subject to review under 28 U.S.C. § 158.

28. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale of the Assets shall not affect the validity of the Sale of such Assets to the Purchaser, unless such authorization is duly stayed pending such appeal prior to the Closing with respect to such Assets. The Purchaser is a purchaser in good faith of the Assets, and the Purchaser is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

29. The terms and provisions of the Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, (a) the Debtor, its estate, and its creditors, (b) the Purchaser, and its respective affiliates, successors and assigns and (c) any affected third parties including, but not limited to, all persons asserting Liens in the Assets to be sold to the Purchaser pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. Notwithstanding the foregoing in this paragraph 28, any allocation of the purchase price for the Sale Assets made by and between the Debtor and the Purchaser shall not be binding upon any other party in interest in these proceedings.

30. The failure specifically to include any particular provisions of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

~~31. The Sale of the Assets pursuant to the Purchase Agreement is a transfer pursuant to Section 1146(e) of the Bankruptcy Code, and accordingly shall not be taxed under any law imposing a stamp tax or a sale, transfer or any other similar tax. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Assets, all without imposition or payment of any stamp tax, transfer tax or similar tax. Additionally, the Sale of the Assets pursuant to the Purchase Agreement, including, but not limited to, recording~~

~~mortgages to secure the Note, shall be exempt from any rule, law or regulation requiring the payment of mortgage recording fees.~~

32. The transactions under the Purchase Agreement may be consummated without any liability under or violation of any bulk transfer or permit restrictions under applicable state law, including, without limitation, any state laws requiring notification and the escrow of sales proceeds for the benefit of state revenue departments collecting any types of tax or other required contributions or payments.

33. No current or former employee of the Debtor shall be deemed to be an employee of the Purchaser by virtue of the Purchase Agreement or the performance thereof, and the assumption and assignment of any Designated Executory Contracts shall not constitute an express or implied employment or assumption of collective bargaining obligations of the Debtor.

34. The Purchaser shall not be deemed to be a joint employer, single employer, co-employer or successor employer with the Debtor for any purpose and the Purchaser shall not have any obligation to pay any past wages, benefits or severance pay to any of Debtor's employees, including any of Debtor's employees who may subsequently become employed by the Purchaser.

35. All of the Debtor's interests in the Assets to be acquired by the Purchaser under the Purchase Agreement shall be, as of the Closing Date under the Purchase Agreement, transferred to and vested in the Purchaser. Upon the Closing Date, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Assets acquired by the Purchaser under the Purchase Agreement and/or a bill of

sale transferring good and marketable, indefeasible title and interest in the Assets to the Purchaser.

36. As of the Closing Date, the Purchaser, subject to the terms and conditions of the Purchase Agreement, shall be hereby granted immediate and unfettered access to the Assets acquired by the Purchaser.

37. Nothing in this Order or the Purchase Agreement releases or relieves any entity of any requirement under applicable environmental laws or regulations to obtain authorization from a governmental entity for the transfer of any license, permit or certificate of authority held by the Debtor.

38. Nothing in this Order or the Purchase Agreement shall be construed to release or nullify any liability to any governmental entity under police and regulatory requirements that any entity would be subject to as the owner or operator of property after the date of entry of this Sale Order; provided however that nothing contained in this Sale Order generally or this paragraph specifically should be construed as an admission by the Purchaser of any liability to any governmental entity.

39. In the event that there is a conflict between the terms of this Order and the Purchase Agreement, the terms of this Order shall control.

40. As provided by Rules 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure, this Sale Order shall be effective and enforceable immediately upon entry hereof and shall not be stayed for 10 days after the entry of this Sale Order.

Dated: Chicago, Illinois

July 22, 2004

ENTERED

JUL 22 2004

BRUCE W. BLACK, BANKRUPTCY JUDGE
UNITED STATES BANKRUPTCY COURT

Honorable Bruce W. Black
United States Bankruptcy Judge

ORDER PREPARED BY:

David N. Missner (ARDC No. 01928988)
Marc I. Fenton (ARDC No. 06180633)
Steven Christenholz (ARDC No. 06224666)
Brian A. Audette (ARDC No. 06277056)

PIPER RUDNICK LLP
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601
(312) 368-4000

EXHIBIT A

**AMENDED AND RESTATED
ASSET PURCHASE AND SALE AGREEMENT**

between

BRADCO SUPPLY CORPORATION

as Purchaser

and

WICKES INC.

and

LUMBER TRADEMARK COMPANY

as Seller

Dated: as of July 20, 2004

AMENDED AND RESTATED ASSET PURCHASE AND SALE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AND SALE AGREEMENT (the "Agreement"), dated as of July 20, 2004, is entered into by and among **WICKES INC.**, a Delaware corporation, ("Wickes") and **LUMBER TRADEMARK COMPANY**, an Illinois corporation ("Lumber Trademark") ("Wickes" and Lumber Trademark are collectively referred to as "Seller" hereunder), and **BRADCO SUPPLY CORPORATION**, a New Jersey corporation ("Purchaser").

RECITALS

A. Seller operates a lumber, hardware, wood products, building materials, component sales and manufacturing business known as Wickes, Wickes Lumber or Wickes Components, and which has facilities throughout the United States. Such operations include each facility described on Schedule A, and as such operations as they relate to each such facility is referred to in this Agreement as a "Location." Each Location is referred to collectively as the "Locations". Notwithstanding anything herein to the contrary, any reference hereunder to the terms Location or Locations shall be limited to the following facilities:

- Rootstown, Ohio
- Elyria, Ohio
- Harrisburg, Pennsylvania
- Saegertown, Pennsylvania
- Ithaca, New York
- Argos, Indiana
- Coldwater, Michigan
- Mishawaka, Indiana

The actual addresses of each Location are set forth on Schedule A. Further, any reference to the term Assets, as defined herein, or any of the other definitions set forth in Section 1 shall be limited to the Locations as enumerated above and on Schedule A annexed hereto.

B. On January 20, 2004 (the "Petition Date"), Wickes filed a voluntary petition (the "Bankruptcy Case") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") and continues to manage its properties as debtor and debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

C. The parties heretofore entered into an Asset Purchase and Sale Agreement dated as of July 15, 2004 which they now desire to amend and restate.

D. The parties intend that Seller sell to Purchaser and Purchaser acquire from Seller substantially all of the assets of Seller related to each Location other than the "Excluded Assets" (as herein defined).

AGREEMENT

1. DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the following terms, when used in this Agreement (including the Schedules and Exhibits attached hereto), shall have the following meanings:

“Accounts Receivable” means all of the rights of Seller to payments due and to become due for Inventory or finished products sold and/or delivered and/or services performed prior to the Closing Date from each Location other than credit card receipts.

“Actual Accounts Receivable Value” has the meaning set forth in Section 2.6.2.

“Actual Inventory Value” has the meaning set forth in Section 2.6.1 as modified by Section 2.6.3 hereof.

“Appraised Value” refers to the fair market value of each parcel of Owned Real Property stated in an appraisal prepared by Cushman & Wakefield dated in September, 2003 and among the records of Seller.

“Assets” means (i) the assets related to each Location, including Inventory, Owned Equipment, Accounts Receivable, Seller’s right, title and interest in the Designated Executory Contracts, Intangibles, Owned Real Property, and copies of Books and Records to be transferred under this Agreement, (ii) the IP Assets, all as described in particularity in Section 2 of this Agreement and (iii) all “Wickes” memorabilia, collectibles and similar items located at Seller’s corporate headquarters.

“Assumed Customer Orders” means with respect to each Location, orders entered into in the ordinary course of business not yet delivered as of the Closing Date.

“Assumed Purchase Orders” means orders for Inventory that are in process on the day of Closing that have been placed in the ordinary course of each Location by Seller.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Bid Deposit” has the meaning set forth in Section 2.10.

“Books and Records” means all books and records of Seller that pertain exclusively to the conduct of each Location, the ownership, use, and operation of the Assets, or the payment or performance of the Assumed Liabilities, including any such records maintained on computer.

“Closing” means the closing of the purchase of the Assets as described in Section 2.13.

“Closing Date” means the date upon which the Closing occurs hereunder.

"Designated Executory Contracts" means only those unexpired leases and executory contracts, agreements for Leased Equipment, licenses, software agreements, Assumed Purchase Orders, Assumed Customer Orders and other agreements to the extent assignment is permitted by law, as set forth for each Location on the attached Schedule 1(a).

"Employee Benefit Plan" means an employee benefit plan, within the meaning of Section 3(3) of ERISA, established and maintained by Seller.

"Equipment" means the Owned Equipment and the Leased Equipment.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Estimated Accounts Receivable Value" means Seller's good faith estimate of Actual Accounts Receivable Value based upon the amounts reflected in Seller's subsidiary accounts receivable records, maintained in a manner consistent with Seller's internal operating procedures, dated as of the close of business on May 29, 2004, and which is set forth for each Location on Schedule A to this Agreement.

"Estimated Inventory Value" means Seller's good faith estimate of Actual Inventory Value based upon the prices and quantities reflected in the Stock Ledger of Seller, plus the amount of Prepaid Purchase Orders reflected in the Books and Records, all as maintained in a manner consistent with Seller's internal operating procedures, dated as of the close of business on the Saturday immediately prior to the Closing Date, and which is set forth for each Location on Schedule A to this Agreement.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Hazardous Substance" means (i) all materials, substances, elements or compounds that are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Environmental Laws; and (ii) any hazardous waste, hazardous substance, hazardous materials (including, but not limited to, asbestos (whether or not friable), radioactive materials, petroleum and petroleum-related products, material, and substances), toxic substance, regulated substance, pollutant or contaminant as defined under any Environmental Laws or any other substance or material which is otherwise identified as "toxic" or "hazardous" under any Environmental Laws.

"Immediately Available Funds" means electronic wire transfer to an account or accounts designated by the payee.

"Intangibles" has the meaning set forth in Section 2.1.4.

"Inventory" has the meaning set forth in Section 2.1.1.

"IP Assets" means:

The trade names "Wickes" and "Wickes Lumber" and all related brand names, trademarks (whether currently or formerly used, whether federally registered or used at

common law), copyrights, packaging designs, service marks, assumed names, trade dress, applications and registrations (whether United States, foreign, state or other) for and with respect to any of the foregoing, renewals, reissues, divisions and continuations of any of the foregoing, together with all goodwill associated with any of the foregoing, together with all rights to damages, claims and payments now or hereafter receivable with respect to any of the foregoing, including all rights to sue;

Seller's assignable computer software and other intellectual property (including, but not limited to, software manuals) related to Seller's in-store system software and all of Seller's owned and leased computer programs related to or used in connection with Seller's computer data center.

Seller's right, title and interest in its national marketing programs.

"Leased Equipment" means the machinery, manufacturing equipment, tools, supplies, vehicles, forklifts, and other rolling stock, furniture, appliances, fixtures (including store displays, whether or not attached to the walls, floors, ceilings or any framework), and all other items of personal property which are not owned by Seller, but are used in each Location.

"Location" has the meaning set forth in Recital A and is specifically limited to the Locations listed in Recital A and listed on Schedule A annexed hereto.

"Mortgage" has the meaning set forth in Section 2.14.4.3.

"Other Purchase Agreement" has the meaning set forth in Section 2.9.

"Owned Equipment" means the (i) machinery, manufacturing equipment, tools, supplies, vehicles, forklifts, and other rolling stock, furniture, appliances, fixtures (including store displays, whether or not attached to the walls, floors, ceilings or any framework), and all other items of personal property, excluding Inventory, which are owned by Seller and used at each Location, including those described for each Location on the attached Schedule 1(c), and (ii) all computer equipment (including, without limitation, the equipment comprising Seller's computer data center) which is owned by Seller and used at Seller's corporate headquarters and described on the attached Schedule 1(c).

"Owned Real Property" means those certain parcels of land legally described for each Location on the attached Schedule 1(d), together with all rights and interests appurtenant thereto and the buildings and improvements thereon.

"Person" means an individual, corporation, partnership, limited liability company, limited liability partnership, unincorporated association, trust, joint venture or other organization or entity, including a governmental entity or any department, agency or political subdivision of such entities.

"Permitted Liens" means those liens on Owned Real Property described in Section 4.5.1.

"Petition Date" has the meaning set forth in Recital B.

“Preliminary Estimated Inventory Value” means Seller’s good faith estimate of Actual Inventory Value based upon the prices and quantities reflected in the Stock Ledger of Seller, plus the amount of Prepaid Purchase Orders reflected in the Books and Records, all as maintained in a manner consistent with Seller’s internal operating procedures, dated as of May 29, 2004, and which is set forth for each Location on Schedule A to this Agreement.

“Prepaid Purchase Orders” are Assumed Purchase Orders that have been prepaid by Seller.

“Purchaser Note” shall mean a promissory note substantially in the form of Exhibit 2.5 in the principal amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00) made by Purchaser and payable to the order of Wickes, which note shall bear interest at the rate of five percent (5%) per annum, mature on the one hundred eightieth (180th) day after the Closing Date (at which time the principal and all accrued interest shall be due and payable) and be secured by a mortgage on each parcel of Owned Real Property.

“Purchaser’s Damages” has the meaning set forth in Section 6.7.

“Real Property” means the Owned Real Property.

“Rejected Executory Contracts” means all of the executory contracts and unexpired leases relating to each Location except for the Designated Executory Contracts.

“Stock Ledger” means the perpetual inventory records at each Location which includes each Location’s in-store or Woodware perpetual inventory systems and used for the purpose of determining Estimated Inventory Value and Actual Inventory Value.

“Subsidiaries” means GLC and Lumber Trademark.

“Title Commitment” has the meaning set forth in Section 4.5.1.

“Title Policy” has the meaning set forth in Section 4.5.1.

2. PURCHASE AND SALE OF ASSETS.

2.1 Purchase and Sale of Assets. On and subject to the terms and conditions set forth in this Agreement, and except as provided in Section 2.2 as to Excluded Assets, at Closing, Seller shall sell, assign, transfer, convey, set over and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller all of the Assets, which are more fully described as follows:

2.1.1 Inventory. Subject to the provisions of Section 2.6.3, all inventory belonging or assigned to or otherwise located at each Location on hand as of the Closing Date, including raw materials, work-in-progress, tool rental inventory and finished goods (“Inventory”);

2.1.2 Real Property Interests. Seller’s fee interests in the Owned Real Property.

2.1.3 Equipment. All of the Owned Equipment;

2.1.4 Intangibles. Except for the IP Assets, all intangible assets, rights and claims of Seller of every kind and nature relating to the Locations including assignable licenses, customer lists, telephone numbers, advertising and marketing programs and plans, referral relationships, business information currently used by Seller in connection with the operation of the Location, and associated corporate goodwill (the "Intangibles") (provided that to the extent such Intangibles are used and after the Closing will continue to be used in that portion of Seller's operations not conveyed to Purchaser under this Agreement, such assignment shall not be on an exclusive basis);

2.1.5 Designated Executory Contracts. All of Seller's rights under the Designated Executory Contracts. Purchaser shall be entitled at any time prior to Closing to elect not to assume any Designated Executory Contract, in which event such contract shall be deemed to be a Rejected Executory Contract hereunder. Seller shall cooperate with Purchaser and use Seller's commercially reasonable efforts to assist Purchaser to negotiate for continued use of assets subject to any Rejected Executory Contract that Purchaser designates. Purchaser shall be obligated to pay any amounts which become due under the Designated Executory Contracts from and after the Closing Date. Seller shall pay any and all cure costs relating to the assumption and assignment of the Designated Executory Contracts in such amounts as are determined by agreement between Seller and the lessor thereof, or by order the Bankruptcy Court;

2.1.6 Books and Records. Copies of all relevant books, papers and records relating to the Assets and the operation of the Location (the "Books and Records");

2.1.7 Accounts Receivable. All of Seller's right, title and interest in the Accounts Receivable arising from or related to sales from the Location;

2.1.8 Cash on Hand. Cash on hand at each Location as of the close of business on the last business day preceding the Closing Date; and

2.1.9 Insurance Benefits. The benefits of any insurance that would cover any of Purchaser's Damages with respect to which Purchaser is entitled to indemnity from Seller under Section 6.7. At Closing Purchaser shall be deemed to be made an additional insured on all of Seller's policies of liability insurance that provide coverage to any person or organization to whom Seller is contractually obligated to provide such insurance.

2.1.10 IP Assets. All of Seller's rights, title and interest in the IP Assets, including without limitation those IP Assets that are listed and described on the attached Schedule 2.1.10; provided however, that Seller may grant to purchasers of Seller's other assets a temporary, non-exclusive license to use IP Assets for not more than 150 days subsequent to the Closing Date, and Purchaser will at Purchaser's cost maintain the in-store system software in substantially the same condition as it exists as of the Closing Date only for the benefit of one of such licensees for a period of 30 days after the Closing to the extent required by the agreement between Seller and such licensee; provided, that Purchaser shall have no obligation to honor any requests by such licensee for additional services or information.

2.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1, the following properties, assets and rights used in, or related to the Location (the "Excluded Assets") are excluded from the Assets and shall not be purchased by Purchaser:

2.2.1 Accounts, Notes and Certain Cash. Bank accounts, cash equivalents, notes receivable, credit card receipts and employee advances in existence on the Closing Date and cash receipts received by Seller on the last business day preceding the Closing Date;

2.2.2 Prepaids. Prepaid taxes, expenses, advances and any tax refunds arising from taxes that accrued during any period prior to Closing;

2.2.3 Insurance. Except as set forth in Section 2.1.9 or as otherwise provided in this Agreement, insurance policies, including any premium refunds in respect of such policies and claims covered by such policies arising prior to Closing;

2.2.4 Books and Records. The originals of Books and Records relating to each Location for periods prior to the Closing Date (except to the extent needed by Purchaser to collect the Assumed Accounts Receivable or as otherwise agreed between Purchaser and Seller);

2.2.5 Personal Property. Those items of personal property listed and described for each Location on the attached Schedule 2.2.5;

2.2.6 Capital Leases. Any asset determined to be governed by a capitalized lease or similar other title retention agreement intended as security under generally accepted accounting principles;

2.2.7 Deposits. Deposits on account with vendors of each Location that are not applied to Prepaid Purchase Orders;

2.2.8 Rejected Executory Contracts. All of Seller's rights under the Rejected Executory Contracts, provided that notwithstanding the forgoing, the effective date of rejection for each Rejected Executory Contract shall be not less than 30 days subsequent to the Closing Date, and Seller shall afford to Purchaser the use and benefit of assets or Seller's rights that are governed by Rejected Executory Contracts until the effective date of such rejection. Such use and benefit shall be afforded to Purchaser by Seller under the conditions that Seller shall be responsible for the regular payment of rent, fees or similar charges for the period subsequent to the Closing Date and prior to the effective date of rejection (subject to a proration credit at Closing from Purchaser to Seller as provided in Section 2.12.6), and Purchaser shall be responsible for performance, insurance, licensing, risk of injury and risk of loss associated with such Rejected Executory Contracts subsequent to the Closing Date. Purchaser shall be responsible to Seller for, and shall defend, indemnify and hold Seller harmless from and against loss, damage, liability, cost or expense (including reasonable attorneys' fees and legal expense), or diminution of value, whether or not involving a third-party claim, that shall be suffered or incurred by Seller (collectively, "Seller's Damages"), resulting or relating to claims or demands made any party or parties arising as a result of Purchaser's use, control or conduct of any assets subject to the Rejected Executory Contracts after the Closing Date, including any liability for

personal injury, property damage or other harm relating to assets subject to the Rejected Executory Contracts. Purchaser covenants and agrees to deliver any assets subject to Rejected Executory Contracts to the respective lessor or owner thereof at the direction of Seller on the effective date of rejection of each such Rejected Executory Contract; and

2.2.9 Claims. All preference or avoidance claims and actions of Seller, including any such claims or actions arising under Sections 544, 547, 548, 549 and 550 of the Bankruptcy Code, insurance proceeds, claims and causes of action with respect to or arising in connection with any Excluded Assets.

2.3 Assumption of Liabilities. Contemporaneously with the purchase of the Assets, Purchaser shall assume the following liabilities and become obligated to perform the following obligations of Seller:

2.3.1 Current liabilities and obligations identified on the attached Schedule 2.3 and/or pursuant to Section 2.12 in the amount set forth therein;

2.3.2 Assumed Purchase Orders (except to the extent they are Prepaid Purchase Orders);

2.3.3 Assumed Customer Orders; and

2.3.4 obligations under the Designated Executory Contracts that accrue after the Closing.

The foregoing are collectively referred to as the "Assumed Liabilities". Except for (i) the Assumed Liabilities, (ii) obligations under Rejected Executory Contracts between the Closing Date and the effective date of rejection as provided in Section 2.2.8, and (iii) as otherwise specifically set forth in this Agreement, Purchaser shall not have any obligation for or with respect to any liability or obligation of Seller (such liabilities not assumed by Purchaser being hereinafter referred to as the "Excluded Liabilities"). Without limiting the foregoing, Purchaser shall not assume nor bear any responsibility of any kind whatsoever with respect to, and specifically disclaims any liability for, and Seller hereby releases and discharges Purchaser, its directors, shareholders, officers, employees, representatives, agents, attorneys and assigns from and against any and all of the following claims which any entity had, has, or at any time may have against Seller, and the Assumed Liabilities shall not include: (a) All environmental claims related to, associated with or arising out of the ownership, operation, use or control of the Assets at any Location, or environmental conditions existing at any Location, or as a result of the operations of, the Assets at any Location, before or as of the Closing Date, whether arising under environmental laws, or in any way arising in connection with the presence, release or threatened release of Hazardous Substances at, on, to or from (i) the Assets, including, but not limited to, surface water, air, soil or groundwater thereon, thereunder or adjacent thereto or (ii) any real property at which Hazardous Substances generated by operations of the Assets were sent prior to the Closing Date; and (b) all warranty or product liability claims related to, associated with or arising out of the ownership, operation, use or control of the Assets existing on, or as a result of the operations of, the Assets, before the Closing Date.

2.3.5 Leased Equipment. For a period of thirty (30) days after Closing, Purchaser shall have the right to use the Leased Equipment, and during that period Purchaser will attempt to negotiate the lease or purchase by it of the Leased Equipment. If Purchaser is unable to so acquire the Leased Equipment or enter into leases on terms acceptable in all respects to Purchaser, then, on or prior to the effective date of rejection of each Rejected Executory Contract, Purchaser shall surrender the items of Leased Equipment for which such arrangements could not be resolved, to the applicable lessor of such items of Leased Equipment.

2.4 Purchase Price. The purchase price (the "Purchase Price") shall be determined as follows:

2.4.1 Nine Million Two Hundred Fifty Thousand Dollars (\$9,250,000.00) for the Assets at all the Locations (based upon the Estimated Accounts Receivable Value and the Preliminary Estimated Inventory Value) plus

2.4.2 An amount equal to cash on hand at each Location as of the close of business on the last business day preceding the Closing date; **minus**

2.4.3 The amount of deposits paid to Seller prior to Closing by customers for items of Inventory which are the subject of Assumed Customer Orders.

2.4.4 The Purchase Price paid at Closing shall be adjusted for the difference between the Preliminary Estimated Inventory Value and the Estimated Inventory Value as follows:

2.4.4.1 If the Preliminary Estimated Inventory Value is greater than the Estimated Inventory Value, the difference shall be subtracted from the Purchase Price paid at Closing; or

2.4.4.2 If the Preliminary Estimated Inventory Value is less than the Estimated Inventory Value, the difference shall be added to the Purchase Price paid at Closing.

2.4.5 A positive or negative dollar-for-dollar adjustment shall be made to the Purchase Price (i) at Closing for the differences between the Estimated Accounts Receivable and the Actual Accounts Receivable as provided in Section 2.6.2, and (ii) subsequent to Closing for the Estimated Inventory Value and the Actual Inventory Value, as provided in Section 2.6.

2.5 Payment of Purchase Price. Purchaser shall (i) pay to Wickes an amount equal to the Purchase Price (i) less the Bid Deposit and (ii) the principal amount of the Purchaser Note in Immediately Available Funds at Closing and (ii) deliver the Purchaser Note to Wickes at Closing. The Purchase Price shall be adjusted after the Closing to reflect any difference between the Estimated Inventory Value and the Actual Inventory Value, as provided in Section 2.6.1.

2.6 Purchase Price Adjustment.

2.6.1 Actual Inventory Value. On the first day following the Closing Date, or such other time mutually agreed upon by Purchaser and Seller, the Purchaser and Seller shall take a physical inventory of each Location in accordance with the inventory procedures set forth in the attached Schedule 2.6.1. The Actual Inventory Value shall be calculated as follows:

2.6.1.1 the parties shall subtract from the Estimated Inventory Value at the price at which it was reflected on the Estimated Inventory Value

(i) each item of inventory reflected on the Stock Ledger dated as of the close of business on the Saturday immediately prior to the Closing Date at Seller's moving average cost which was sold prior to Closing;

(ii) the amount of the Estimated Inventory Value that consisted of Prepaid Purchase Orders; and

(iii) Inventory reflected on the Stock Ledger that is not present when the physical inventory is taken;

2.6.1.2 the parties shall add to the Estimated Inventory Value

(i) an amount equal to Seller's cost for each item of inventory purchased subsequent to the date of the Stock Ledger and present at the Location when the physical inventory is taken,

(ii) an amount equal to Seller's cost for each item of Inventory subject to a Prepaid Purchase Order on the date when the physical inventory is taken (inclusive of applicable transportation costs); and

(iii) an amount equal to Seller's net average cost reflected on the Stock Ledger for each item of Inventory that is present (and not already accounted for pursuant to Section 2.6.1.2(i)) at the time of the physical inventory that is in excess of the amount shown on such Stock Ledger,

2.6.1.3 the parties shall add to and include in the Actual Inventory Value the value of work-in-process and finished goods Inventory determined by Seller's cost of the raw materials reflected in the physical inventory plus the cost of labor allocated to such items based upon percentage of completion as mutually agreed upon by Seller and Purchaser at the time of the physical inventory.

The physical inventory shall not be used to attribute any discount to Actual Inventory Value for qualitative matters, including but not limited to broken, damaged, defective, discontinued or obsolete items.

2.6.2 Actual Assumed Accounts Receivable Value. Actual Receivable Value shall be determined on the Closing Date based upon the Accounts Receivable reflected in Seller's accounts receivable trial balance records for each Location as of the close of business on the day immediately preceding the Closing Date, maintained in a manner consistent with Seller's internal operating procedures.

2.6.3 Exclusion of Certain Inventory. Notwithstanding anything herein to the contrary, the Inventory purchased by Purchaser shall exclude Inventory which is used, damaged or unmerchantable (including, without limitation, items with respect to which the shelf life has expired). For such items the parties shall attempt to negotiate a separate Inventory value so that Purchaser has the opportunity to purchase such items on a negotiated basis.

2.7 Disputes. If the parties are unable to agree upon the calculation of the Actual Inventory Value or the Actual Assumed Accounts Receivable Value, then the parties shall negotiate in good faith in an effort to resolve such objections. If the parties are unable to resolve any such objections within ten (10) business days after the physical inventory, then undisputed amounts shall be paid in accordance with the procedures set forth in Section 2.8 and the issues in dispute shall be submitted to the Bankruptcy Court for resolution.

2.8 Post Closing Payment of Difference Between Estimated Inventory Value and Actual Inventory Value. On the twentieth (20) day following the Closing Date, except to the extent that the parties are unable to resolve their differences with respect to the calculation of the Actual Inventory Value, Seller and Purchaser shall make the following adjustments to Purchase Price:

2.8.1 Payment to Seller; Replenishment of Bid Deposit. In the event that the Actual Inventory Value, as determined in accordance with Section 2.6, is greater than the Estimated Inventory Value, then (i) Purchaser and Seller shall jointly instruct the Title Company to release to Seller, in Immediately Available Funds, an amount equal to the difference, and (ii) within two (2) business days thereafter, Purchaser shall deposit with the Title Company in Immediately Available Funds an amount equal to such difference (which additional deposit shall be deemed to constitute a portion of the Bid Deposit for purposes of this Agreement and the Deposit Agreement). If the amount of Bid Deposit is insufficient to satisfy the difference between the Actual Inventory Value and the Estimated Inventory Value, then Purchaser shall pay directly to Seller in Immediately Available Funds on the same date as the Bid Deposit is released to Seller pursuant to this Section, the unpaid remaining difference to Seller.

2.8.2 Payment to Purchaser. If the Estimated Inventory Value is greater than the Actual Inventory Value, then Purchaser and Seller shall jointly instruct the Title Company to release to Purchaser, in Immediately Available Funds, an amount equal to the difference. If the amount of Bid Deposit is insufficient to satisfy the difference, then Seller shall pay directly to Purchaser in Immediately Available Funds on the same date as the Bid Deposit is released to Purchaser pursuant to this Section, the unpaid remaining difference.

2.9 Allocation of Purchase Price. The Purchase Price and the purchase price payable pursuant to the Other Purchase Agreement (as defined herein) shall be allocated among the Assets and the assets subject to an Asset Purchase and Sale Agreement dated as of June 23, 2004 ("the Other Purchase Agreement") (as defined herein) by Purchaser and Seller within ninety (90) calendar days following the Closing Date, or such later date as the Purchase Price, as adjusted, is determined in accordance with Section 2.4, subject to the following: (i) such allocation shall be reflected in the Tax returns (including, but not limited to, Internal Revenue Service Form 8594) that are filed by Purchaser and Seller in accordance with Section 1060 of the Code (and any similar provision of state or local law, as appropriate), with such adjustments as

may be necessary pursuant to Section 2.6 hereof; and (ii) Purchaser and the Seller agree to treat and report in filings under the Code (and any state or local law, as appropriate) (and, if necessary, to cause each of their respective Affiliates to so treat and report) the transactions contemplated by this Agreement and the Other Purchase Agreement in a manner consistent with one another.

2.10 Bid Deposit. Purchaser has heretofore paid One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) (the "Bid Deposit") directly to First American Title Insurance Company, as escrow agent (the "Title Company") pursuant to an escrow agreement among Wickes, Purchaser and the Title Company in the form attached to this Agreement as Exhibit 2.10 (the "Deposit Agreement"). The Bid Deposit shall be applied and transferred to the parties only for the purposes and in the manner set forth in this Section 2.10.

2.10.1 The Bid Deposit shall be transferred to Purchaser upon the rightful termination of this Agreement by Purchaser under Section 6.6.2;

2.10.2 The Bid Deposit shall be transferred to Wickes upon the wrongful termination of this Agreement by Purchaser or if Purchaser defaults on its obligation to consummate the transactions contemplated herein;

2.10.3 At the Closing \$325,000.00 of the Bid Deposit shall be wire transferred to Wickes in partial payment of the Purchase Price. The remaining Bid Deposit shall be applied solely as provided in Sections 2.10.4, 2.10.5 and 2.10.6;

2.10.4 Some or all of the remaining Bid Deposit as the case may be shall be transferred to Seller or Purchaser toward payment or refund of the difference between Estimated Inventory Value and Actual Inventory Value in accordance with their joint instructions delivered pursuant to Section 2.8;

2.10.5 Any portion of the Bid Deposit remaining after application in accordance with Section 2.10.4 shall be used, at the parties' joint direction to satisfy the prorations, if any, not capable of being made at Closing, on or before the forty-fifth (45) day following the Closing; and

2.10.6 Any portion of the Bid Deposit remaining after application in accordance with Section 2.10.5, shall be wire transferred to Wickes on the forty fifth (45) day following the Closing unless a dispute under Section 2.7 remains unresolved, in which event the remaining Bid Deposit shall continue to be held in escrow until further order of the Bankruptcy Court.

2.11 Employee Matters.

2.11.1 Employee Matters. Subsequent to the entry of the Approval Order, Purchaser shall have the right to interview Seller's employees who are employed in connection with each Location. Purchaser shall make offers of employment to a sufficient number of the employees at each Location of Seller who are not seasonal or part-time employees on terms and conditions to be determined by Purchaser in its sole discretion, so as not to trigger any obligations on the part of Seller under the Worker Adjustment and Retraining Notification

Act of 1988, as amended, or any similar state or local laws with respect to mass layoffs or similar events (the "WARN Act"). Nothing herein shall obligate Purchaser to employ any such Seller's employees for any particular length of time following the Closing Date. Purchaser agrees to indemnify, and hold Seller and its successors harmless from or against, any and all Seller's Damages which Seller may incur in connection with any suit or claim of violation brought against Seller under the WARN Act or any similar state or foreign law, which relates to transactions effected hereunder, or any other action taken by Buyer on or after the Closing Date.

2.11.2 Certain Responsibilities. Immediately prior to Closing, Seller will terminate the employment of all employees at each Location who have accepted Purchaser's offer of employment, and all obligations in connection with such employees arising prior to the Closing and compliance with all employment laws applicable prior to the Closing shall be the responsibility of Seller (all of which are Excluded Liabilities), including paying all compensation, bonuses, commissions, payroll taxes and accrued vacation, COBRA benefits (if and to the extent Seller maintains any health insurance plans after the Closing), accrued sick pay due and payable through the Closing Date, and other employee benefits or obligations of any kind which accrue prior to the Closing Date. Seller may issue final pay checks to employees at each Location in the ordinary course of business in arrears.

2.12 Prorations and Other Payment Obligations.

2.12.1 Ad Valorem Taxes. Ad valorem taxes on the Real Property and personal property Assets being sold hereunder shall be prorated between the Seller and Purchaser as of the Closing Date. All obligations due in respect of periods prior to the Closing Date shall be the obligations of Seller and all obligations due in respect of periods after the Closing Date shall be the obligation of Purchaser. If in favor of Purchaser, the net proration credit shall be a credit against the Purchase Price due at Closing. If in favor of Seller, the net proration credits shall be added to the Purchase Price due at Closing. If the tax rate for the current year is not established by the Closing Date, the proration of taxes shall be upon the most recent tax bill. In the event any penalties or interest on account of unpaid taxes cannot be determined as of the Closing Date, the parties shall reprorate for such penalties or interest on the eleventh day following the Closing Date. Except for the reproration set forth in the immediately preceding sentence, all such prorations shall be final as of Closing.

2.12.2 Utilities. Final readings for all utilities, including water and sewer charges, as well as propane gas, electric and telephone charges, utilized in relation to the Assets subsequent to the Petition Date shall be made on or before the Closing Date, and Seller shall arrange and obtain final billings of such utilities to close of business on the Closing Date. If, for reasons beyond Seller's reasonable control, it is not possible to obtain final utility readings prior to the Closing Date, utilities shall be prorated as of the close of business on the Closing Date based upon the most recently available bills. Cash deposits with utilities shall be the property of Seller and refundable to Seller unless the parties agree in their mutual discretion in any instance that Seller shall assign to Purchaser any such deposit at Closing, in which event Seller shall receive a proration credit in such sum. All such prorations shall be final as of Closing.

2.12.3 Closing Costs. At or prior to Closing, (i) Seller shall pay the costs of the title insurance policies in Section 4.5, (ii) Purchaser shall pay the costs relating to the

Mortgages including, without limitation, all recording fees and taxes and the cost of insurance (exclusive of title insurance) required to be maintained by Purchaser pursuant to the Mortgages for the benefit of Seller and (iii) Seller and Purchaser shall each pay at Closing one-half of any escrow or agency fees incurred with the Title Company.

2.12.4 State and Local Transfer Taxes. In accordance with Section 1146(c) of the Bankruptcy Code, the making or delivery of any instrument to evidence, effectuate, or perfect the rights, transfers, and conveyances contemplated by this Agreement shall be in contemplation of a plan or plans of reorganization to be confirmed in the Bankruptcy Case and, as such, shall be free and clear of any and all Taxes and any such instrument may, at the request of Purchaser, contain an endorsement to that effect. In the event that, notwithstanding the foregoing, any state or local transfer, taxes are assessed on the transfer of the Assets to Purchaser, such Taxes shall be paid by Seller, and Seller shall complete and file all returns associated therewith. Such obligations shall survive the Closing.

2.12.5 Rents. All rents and other tenant charges and credits accruing under the Real Property Leases shall be prorated as of the Closing Date based on the monthly period for which the lease payments with respect thereto are or have been paid.

2.12.6 Rejected Executory Contracts. Rent, fees or similar charges incurred by Seller pursuant to Section 2.2.8 for the period subsequent to the Closing Date and prior to the effective date of rejection for Rejected Executory Contracts to the extent (i) Purchaser derives any benefit from any such contract or otherwise utilizes the property or services that are the subject thereof and (ii) the amount of such rent, fees or similar charges are reasonably determinable shall be prorated as of the Closing Date and credited to Seller and shall in any event be prorated and credited to Seller no later than the date provided in Section 2.10.5.

2.13 The Closing.

2.13.1 Closing. The Closing of the purchase and sale of the Assets shall take place two (2) business days after the later of:

2.13.1.1 The date on which all conditions to the Closing set forth in Section 5 have been satisfied or waived (other than (i) those conditions that are waived at Closing, and (ii) the entry of the Approval Order); and

2.13.1.2 The second business day after the date of the entry of the Approval Order;

2.13.2 Location of Closing. The Closing shall take place at the offices of Schwartz, Cooper, Greenberger & Krauss, Chtd., in Chicago, Illinois.

2.13.3 Closing Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Purchaser or to the Title Company in the case of Exhibit 2.13.3.8:

2.13.3.1 A Bill of Sale in substantially the form attached to this Agreement as Exhibit 2.13.3.1, executed by Seller, conveying the Assets (other than the Designated Executory Contracts, Owned Real Property and titled vehicles);

2.13.3.2 A Quitclaim Deed for each parcel of the Owned Real Property in substantially the form attached to this Agreement as Exhibit 2.13.3.2 conveying each parcel of the Owned Real Property to Purchaser or its permitted assignee as hereinafter provided;

2.13.3.3 An Assignment and Assumption Agreement in substantially the form attached to this Agreement as Exhibit 2.13.3.3 for the Assumed Liabilities, including without limitation, the Designated Executory Contracts, executed by Seller;

2.13.3.4 Seller shall execute and deliver such other documents and instruments as may be reasonably required by the Title Company to Close this transaction;

2.13.3.5 If available to Seller at Closing, all titles to all titled vehicles owned by Seller and comprising part of the Assets, executed or endorsed by Seller (and if not available at Closing, Seller shall deliver such titles to Purchaser no later than the eleventh business day following the Closing);

2.13.3.6 Each Title Policy (or signed "mark-up") issued pursuant to each Title Commitment described in Section 4.5.1;

2.13.3.7 An Assignment of Registered Trademarks in substantially the form attached to this Agreement as Exhibit 2.13.3.7 assigning the registered trademarks included in the IP Assets to Purchaser, executed by Lumber Trademark.

2.13.3.8 Joint Escrow Instructions in substantially the form attached to this Agreement as Exhibit 2.13.3.8, executed by Seller; and

2.13.3.9 All documents required to be delivered at Closing by Seller, as the case may be, pursuant to Section 5.1.

2.13.4 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered to Seller or to the Title Company in the case of Exhibit 2.13.3.8:

2.13.4.1 The payments of Immediately Available Funds described in Section 2.5;

2.13.4.2 The Purchaser Note, executed by Purchaser;

2.13.4.3 A mortgage in substantially the form attached to this Agreement as Exhibit 2.13.4.3 (with such modifications as are required by the laws or practices of each state in which Owned Real Property is located) for each parcel of Owned Real Property, executed by Purchaser (each, a "Mortgage" and collectively, the "Mortgages");

2.13.4.4 An Assignment and Assumption Agreement in substantially the form attached to this Agreement as Exhibit 2.13.3.3 for the Assumed Liabilities, including without limitation, the Designated Executory Contracts, executed by Purchaser;

2.13.4.5 Purchaser's payment for its share of the obligations described in Section 2.11 to the extent payable at Closing;

2.13.4.6 Joint Escrow Instructions in substantially the form attached to this Agreement as Exhibit 2.13.3.8, executed by Purchaser; and

2.13.4.7 All documents required to be delivered at Closing by Purchaser pursuant to Section 5.2.

3. REPRESENTATIONS AND WARRANTIES.

3.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that the following statements are true and correct on the date of this Agreement:

3.1.1 Corporate Organization and Standing of Seller. Other than as a result of Wickes' filing the Petition, Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.1.2 Corporate Authorization. Subject to the Bankruptcy Court's entry of the Approval Order with respect to Wickes, all corporate action on the part of each Seller and its directors and shareholders necessary for the authorization, execution, delivery and performance by each Seller of this Agreement and the consummation of the transactions contemplated by this Agreement has been taken. This Agreement has been duly executed and delivered by each Seller and is a valid and binding obligation of each Seller, enforceable in accordance with its terms, subject to entry of the Approval Order with respect to Wickes.

3.1.3 No Conflict. Subject to the Bankruptcy Court's entry of the Approval Order or otherwise provided in applicable bankruptcy law with respect to Wickes, neither the execution and delivery of this Agreement by each Seller nor the consummation of the transactions contemplated by this Agreement will (a) conflict with or result in a breach of any provision of any Seller's articles of incorporation or bylaws, (b) subject to the expiration or early termination of the waiting period (and any extension thereof) under the Hart-Scott Rodino Antitrust Improvements Act of 1976 as amended (the "HSR Act"), if applicable to the transactions contemplated by this Agreement, conflict with any existing provision of applicable law or any existing order, rule, regulation, judgment or decree of any court, arbitrator or agency of government, (c) violate, be in conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under (or give rise to any right of termination, cancellation or acceleration) any of the terms, conditions or provisions of any agreement, instrument or writing to which Seller is a party, or by which any Seller or any of the Assets may be bound, except for such default (or right of termination, cancellation or acceleration) which will be cured by satisfaction of the underlying obligations on or before the Closing Date or will be waived on or before the Closing Date, or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to any Seller or any of the Assets or the Location upon entry of the Approval Order.

3.1.4 Title and Condition of Assets

3.1.4.1 The only Assets owned by Lumber Trademark are the "WICKES" and "FLYING W" trademarks (U.S. Registration numbers 6, 992, 890 and 1,031,074, respectively) which it licenses to Wickes.

3.1.4.2 Title to the Assets except for the Owned Real Property shall be transferred to Purchaser free and clear of all Encumbrances other than the Assumed Liabilities. "Encumbrance" shall mean any claim, judgment, license, lease, sublease, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, right of way, encroachment, building or use restriction, conditional sales agreement, title retention agreements which are intended as security, capitalized leases under generally accepted accounting principles, encumbrances or other rights of third parties, whether voluntarily incurred or arising by operation of law, and includes, without limitation, any agreement to give any of the foregoing in the future, any contingent sale or other title retention agreement or lease in the nature thereof, and any "claim", "lien", or "security interest" as those terms are defined in the Bankruptcy Code.

3.1.4.3 Title to the Owned Real Property shall be sold free and clear of all Encumbrances except for zoning, building and use restrictions and Permitted Liens.

3.1.4.4 Seller is not a "Foreign Person" within the meaning of Section 1445 of the Code disposing of a United States real property interest within the meaning of Section 897(c) of the Code.

3.1.4.5 To Seller's knowledge, Seller is not currently interfering and has not interfered with, infringed upon or misappropriated any rights of third parties as a result of its use of the IP Assets. Schedule 3.1.4.5 identifies each registered trademark, registered service mark, registered trade name, corporate name or Internet domain name, material proprietary computer software item, and registered copyright included in the IP Assets.

3.1.4.6 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY; EXCEPT AS PROVIDED IN SECTION 3 HEREOF, IT IS UNDERSTOOD AND AGREED THAT SELLER AND ITS REPRESENTATIVES AND/OR AGENTS HAVE NOT MADE AND ARE NOT NOW MAKING, AND THEY SPECIFICALLY DISCLAIM, ALL WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO (i) MATTERS OF TITLE (OTHER THAN SELLER'S LIMITED WARRANTY OF TITLE SET FORTH IN THE DEED AND ANCILLARY CONVEYANCE DOCUMENTS TO BE DELIVERED AT CLOSING), (ii) ENVIRONMENTAL MATTERS RELATING TO THE REAL PROPERTY OR ANY PORTION THEREOF, (iii) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER, AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (iv) WHETHER, AND THE EXTENT TO WHICH, THE REAL PROPERTY OR ANY PORTION THEREOF ARE AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (v) DRAINAGE, (vi) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORE, (vii) ZONING TO

WHICH THE REAL PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (viii) THE AVAILABILITY OF ANY UTILITIES TO THE REAL PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (ix) USAGES OF ADJOINING PREMISES, (x) ACCESS TO THE REAL PROPERTY OR ANY PORTION THEREOF, (xi) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE REAL PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE REAL PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE REAL PROPERTY OR ANY PORTION THEREOF, (xii) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE REAL PROPERTY, (xiii) THE CONDITION OR USE OF THE REAL PROPERTY OR COMPLIANCE OF THE REAL PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, CODES OR OTHER SIMILAR LAWS, (xiv) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (xv) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE REAL PROPERTY, (xvi) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE REAL PROPERTY, (xvii) THE MERCHANTABILITY OF THE REAL PROPERTY OR FITNESS OF THE REAL PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE REAL PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE REAL PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE), OR (xviii) TAX CONSEQUENCES.

3.1.4.7 PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ITS REPRESENTATIVES OR ANY OF THEIR RESPECTIVE AGENTS, AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE, EXCEPT AS SET FORTH IN SECTION 3 HEREOF. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, WHICH MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE REAL PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE REAL PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SUBPARAGRAPH IS SUBJECT TO THE REPRESENTATIONS, WARRANTIES AND COVENANTS (WHICH SURVIVE CLOSING) OF SELLER CONTAINED HEREIN OR IN THE CLOSING DOCUMENTS.

3.1.4.8 UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT TITLE TO THE ASSETS OTHER THAN REAL PROPERTY AS IS, WHERE IS, WITH ALL FAULTS (EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS SECTION 3), AND WITHOUT ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER.

3.1.5 Contracts. Accurate and complete copies of all Designated Executory Contracts have been delivered or made available to Purchaser.

3.1.6 Labor Matters. Seller has no union contracts or collective bargaining agreements with, or any other obligations to, employee organizations or groups.

3.1.7 Notice. Seller has or will give notice of its intent to sell the Assets to all parties entitled to such notice under Bankruptcy Rule 2002, including without limitation all parties owning, claiming or asserting an Encumbrance in or to any of the Acquired Assets.

3.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that the following statements are true and correct on the date of this Agreement and will be true and correct on the Closing Date as though made on such date:

3.2.1 Organization and Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey.

3.2.2 Power and Authority. Purchaser has the corporate power and authority to enter into, execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

3.2.3 Corporate Authorization. All corporate action on the part of Purchaser, and its directors and shareholders necessary for the authorization, execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated by this Agreement has been taken.

3.2.4 Binding and Enforceable Agreements. Each of (i) this Agreement, (ii) the Purchaser Note and (iii) each Mortgage has been duly executed and delivered by Purchaser and is a valid and binding agreement of Purchaser, enforceable in accordance with its terms.

3.2.5 Consents. Except as provided in clause (b) of Section 3.2.6, all consents, approvals, qualifications, licenses, orders or authorizations of, or filings with, any governmental authority required in connection with Purchaser's valid execution, delivery or performance of this Agreement have been obtained, given or made.

3.2.6 No Conflict. Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated by this Agreement will (a) conflict with or result in a breach of any provision of Purchaser's articles of incorporation or bylaws, (b) violate, be in conflict with, result in a breach of, or constitute (with or without notice

or lapse of time or both) a default under (or give rise to any right of termination, cancellation or acceleration) any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Purchaser is a party, or by which Purchaser may be bound, except for such default (or right of termination, cancellation or acceleration) as to which requisite waivers or consents shall either have been obtained by Purchaser prior to Closing or the obtaining of which shall have been waived by Seller, or (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Purchaser.

4. COVENANTS.

4.1 Preservation of Business. Seller shall, until Closing:

4.1.1 Use commercially reasonable efforts to operate each Location in the ordinary and usual course, consistent with past practices;

4.1.2 Use commercially reasonable efforts to maintain the Assets and the Real Property in their present state of repair, order and condition, reasonable wear and tear excepted; and

4.1.3 Not sell, lease, or otherwise transfer or dispose of any material Assets, or any interest therein, other than transfers and dispositions, including the sale of Inventory and manufactured products made in the ordinary course of business.

4.2 Retention of and Access to Books and Records.

4.2.1 Purchaser agrees to retain any Books and Records delivered to Purchaser for a period of seven (7) years after the Closing Date. Purchaser shall permit Seller (or its successors) and its Representatives to inspect and copy, at Seller's (or such successor's) sole expense, any of the Books and Records at any time during normal business hours, upon reasonable advance notice.

4.2.2 After the seven-year period referred to in Section 4.2.1, Purchaser shall provide not less than thirty (30) nor more than sixty (60) days notice to Seller (or its successors, if previously identified by notice to Purchaser) prior to any proposed destruction or disposition of any of the Books and Records. Any such notice shall identify with reasonable specificity the Books and Records to be destroyed or disposed of and the date on which such destruction or disposition will occur. If the recipient of any such notice wishes to obtain any of the Books or Records to be destroyed or disposed of, it may do so by giving notice to Purchaser at any time prior to the scheduled date for destruction or disposition. All out-of-pocket costs of delivering any such Books and Records to a requesting party shall be paid by such party.

4.3 Reasonable Access to Records and Certain Personnel. As long as the Case is pending, (i) Purchaser shall permit Seller's counsel and other professionals employed in the Case reasonable access to the Books and Records (whether in documentary or data form) for the purpose of the continuing administration of the Case (including, without limitation, the pursuit of any avoidance, preference or similar action), which access shall include (a) the right to copy, at Seller's expense, such documents and records as they may request in furtherance of the purposes described above, and (b) Purchaser's copying and delivering to Seller or its

professionals such documents or records as they may request, but only to the extent Seller or its professionals furnishes Purchaser with reasonably detailed written descriptions of the materials to be so copied and Seller reimburses Purchaser for the reasonable costs and expenses thereof, and (ii) Purchaser shall provide Seller and such professionals (at no cost to Seller) with reasonable access during regular business hours to various personnel to whom Seller may need continued access post-Closing to assist Seller in the continuing administration of the Case, provided that such access does not unreasonably interfere with Purchaser's normal business operations.

4.3.1 Seller shall until 90 days after Closing give to Purchaser and to its accountants, counsel and other representatives reasonable access during normal business hours to the properties, books, records, officers, directors and employees of Seller and shall furnish promptly to Purchaser, upon written request, (a) a copy of each report, notice, return or other document filed or received by, or on behalf of, Seller relating to the Assets or the Location and, (b) all other information pertaining to the Location, the Assets, and operations and personnel of Seller related thereto as Purchaser may reasonably request.

4.3.2 To the extent Purchaser has the right by operation of law to any insurance of Seller subsequent to Closing, Seller shall cooperate with Purchaser to provide Purchaser with the benefits of such insurance by assigning such benefits to Purchaser.

4.4 Transition Use and Services. At Seller's request, Purchaser shall furnish to Seller, at no cost to Seller, for a period not to exceed eight (8) months following the Closing all financial, accounting and information services required by Seller which involve the utilization of IP Assets or the Owned Equipment and which are substantially similar to the services currently being provided by Seller's operating systems.

4.5 Title Commitments and Surveys.

4.5.1 Seller heretofore has delivered to Purchaser or its affiliate for each parcel of Owned Real Property, a current title commitment ("Title Commitment") from First American Title Insurance Company ("Title Company") to issue an ALTA owner's title policy of title insurance insuring Purchaser's fee interest in the Owned Real Property in the amount of its Appraised Value ("Title Policy") showing only exceptions to title acceptable to Purchaser ("Permitted Liens"), copies of all documents of record referred in such Title Commitment, and a current ALTA/ACSM survey in form reasonably acceptable to Purchaser. The cost of the survey and fee premiums due for the title insurance issued at Closing shall be Seller's obligation.

4.5.2 Purchaser or its affiliate has acknowledged that it has received and reviewed each such Title Commitment and survey and determined that there is no objection to title not acceptable to Purchaser or its affiliate.

4.5.3 [Intentionally omitted].

4.5.4 If required by Title Company, Seller agrees to execute, acknowledge and deliver a standard and customary owner's title affidavit at Closing and such other authority documents or other customary title clearance documents as Title Company or Purchaser may reasonably request.

4.5.5 At the Closing, Seller shall deliver to the title company the returns, questionnaires, certificates, affidavits and other documents required in connection with the payment (or non-payment) of any real property transfer taxes and other similar taxes and fees imposed by the state, county or municipality in which the Owned Real Property is located in connection with the transactions contemplated hereby (collectively, the "Real Estate Tax Returns"). If the procedures required by the state, county, or municipality require that any Real Estate Tax Returns be filed, reviewed or approved prior to the Closing Date, Purchaser and Seller shall complete, sign and swear to the Real Estate Tax Returns and deliver the same to the Title Company for delivery to the appropriate authority sufficiently in advance of the Closing Date so as to permit the sale contemplated hereby to be consummated by the Closing Date.

4.5.6 Seller and Purchaser shall enter into a closing statement at closing setting forth all closing credits and proration and Seller and Purchaser shall enter into any and all customary conveyance and closing documents as are reasonable and appropriate for the closing transactions.

4.6 Approval Order. Purchaser was the successful bidder at the auction held on July 20, 2004 for the Assets (which comprise a portion of the "Remaining Assets" as defined in Seller's bidding procedure motion that was approved by the Bankruptcy Court pursuant to an order entered on June 28, 2004, a copy of which has been delivered to Purchaser), Wickes shall seek approval from the Bankruptcy Court of an order (the "Approval Order") which (i) approves the sale of the Assets to Purchaser on the terms and conditions set forth in this Agreement and authorizes Seller to proceed with the transactions herein contemplated, (ii) includes a specific finding that Purchaser is a good faith purchaser of the Assets and is entitled to the protection afforded by Section 363(m) of the Bankruptcy Code, (iii) states that the sale of the Assets to Purchaser shall be free and clear of all Encumbrances whatsoever (except as expressly provided in this Agreement), (iv) approves Seller's assumption and assignment to Purchaser of the Designated Executory Contracts pursuant to Section 365 of the Bankruptcy Code and (v) includes a finding that James O'Grady ("O'Grady") is entitled to the success bonus and severance payment referred to in Section 5.1.8. The Approval Order shall be in form and substance reasonably acceptable to Purchaser.

4.7 Mortgages. Purchaser shall take any and all actions required by applicable law to cause the Mortgages to create and maintain, as security for the obligations of Purchaser under the Purchaser Note, a valid and enforceable perfected first priority lien on all of the Premises (as defined in the Mortgages) in accordance with the terms of the Purchaser Note and the Mortgages.

5. CONDITIONS TO OBLIGATIONS OF PURCHASER AND SELLER.

5.1 Conditions to Obligations of Purchaser. Notwithstanding any other provision of this Agreement, the obligation of Purchaser to purchase the Assets is subject to the satisfaction or waiver in writing, on or before the Closing Date, except as specifically set forth hereafter, of the following conditions:

5.1.1 Representations and Warranties; Covenants. All representations and warranties of Seller contained in this Agreement and in the certificates and

other instruments delivered by Seller to Purchaser in connection with this Agreement shall be true and correct in all material respects at and as of the Closing Date as though made at and as of such time, and Seller shall have performed and complied with all material covenants, obligations and conditions required by this Agreement to be performed or complied with prior to or on the Closing Date;

5.1.2 Approval Order and Other Consents. The Approval Order shall have been entered by the Bankruptcy Court, it shall not have been rescinded, and no stay pending appeal shall be pending. All permits, approvals, authorizations and consents of governmental bodies or third parties (including without limitation any applicable shareholder consent) necessary for the consummation of the transactions contemplated herein shall have been obtained.

5.1.3 Quitclaim Deeds/Assignment and Assumption Agreement. Seller shall have executed, acknowledged and delivered to Purchaser the Quitclaim Deeds for the Owned Real Property conveying the Owned Real Property to Purchaser free and clear of all Encumbrances except Permitted Liens and the Assignment and Assumption Agreement described in Section 2.13.3.4.

5.1.4 Damage to or Destruction of the Assets. Seller shall bear all risk of loss with respect to the Assets prior to the Closing Date. Seller agrees to continue to carry or cause to be carried to the Closing Date the insurance coverage which is presently carried relating to the Assets. In the event of any damage to or loss or destruction of an Asset (other than normal wear and tear) (a "Loss") between the date of this Agreement and the Closing Date, (i) Purchaser shall not be entitled to terminate this transaction, and (ii) the Purchase Price shall be reduced by an amount equal to the estimated cost to repair or restore the Asset to substantially its condition immediately prior to the occurrence of such Loss (to the extent, if any, that Seller has not completed such repair or restoration). The estimated cost to repair or restore the Asset to substantially its condition immediately prior to the occurrence of such Loss shall be agreed to by Seller and Purchaser or, if they are unable to agree, shall be determined by an independent, qualified insurance adjuster selected by the parties (or, if they are unable to agree on such selection, one appointed by the Bankruptcy Court upon application by either party). Seller shall be entitled to retain any insurance proceeds paid or payable on account of such Loss.

5.1.5 Documents of Transfer. Seller shall have provided to Purchaser the Closing deliveries set forth in Section 2 and any documents necessary to transfer ownership of the Assets to Purchaser, free and clear of all Encumbrances except as provided in Section 3.1.4.

5.1.6 [Intentionally omitted].

5.1.7 KERP, Success Bonus and Severance Payments. Wickes shall have paid to O'Grady all amounts due and payable to him pursuant to its Key Employment Retention Plan including, without limitation, the success bonus and the \$400,000 severance payment contemplated by paragraphs 17(f) and (i), respectively, of Seller's motion authorizing implementation of such plan which was approved by the Bankruptcy Court pursuant to an order entered on March 24, 2004.

5.2 Conditions to Obligations of Seller. Notwithstanding any other provision of this Agreement, the obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver in writing, on or before the Closing Date, of the following conditions:

5.2.1 Representations and Warranties; Covenants. All representations and warranties of Purchaser contained in this Agreement and in the certificates and other instruments delivered by Purchaser to Seller in connection with this Agreement shall be true and correct in all material respects at and as of the Closing Date as though made at and as of such time, and Purchaser shall have performed and complied with all material covenants, obligations and conditions required by this Agreement to be performed or complied with by Purchaser prior to or on the Closing Date.

5.2.2 Approval Order. The Approval Order shall have been entered by the Bankruptcy Court, it shall not have been rescinded, and no stay pending appeal shall be pending.

5.2.3 Purchase Price. Purchaser shall have paid to Seller the amounts to be paid at Closing and delivered to Seller the Purchaser Note pursuant to Section 2.5 hereof and the Title Company shall have transferred to Seller \$325,000.00 of the Bid Deposit.

6. MISCELLANEOUS.

6.1 Further Assurances; Remittance of Payment to Purchaser. Seller and Purchaser will, from time to time on or after the Closing Date, execute and deliver to the other parties all such further assignments, endorsements and other documents as Purchaser or Seller, as the case may be, reasonably requests in order to complete the transactions contemplated by this Agreement. If and to the extent Seller receives after the Closing any payment in respect of an Account Receivable, it shall promptly remit such payment to Purchaser.

6.2 Amendments and Waivers. The provisions of this Agreement may be amended only by the written agreement of all of the parties to this Agreement. Any waiver, permit, consent or approval of any kind or character on the part of any party of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing.

6.3 Assignment. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. No assignment of this Agreement shall release the assigning party from its obligations under this Agreement. Notwithstanding anything herein to the contrary and subject to the immediately preceding sentence, Purchaser may assign its right to purchase any of the Owned Real Property hereunder to an entity in which either (i) Purchaser owns not less than fifty-one (51%) percent of the ownership interests therein, or (ii) Barry Segal, the largest shareholder of Purchaser, is a general partner or manager. Purchaser's right to so assign its interest herein to purchase any of the Owned Real Property shall not require Seller's consent, provided Purchaser delivers written notice of such assignment to Seller at least ten (10) days prior to Closing.

6.4 Successors and Assigns. This Agreement will bind and inure to the benefit of the respective successors and assigns of the parties to this Agreement.

6.5 Survival. Except for the covenants and agreements that are expressly provided to be performed after the Closing Date, none of the respective representations, warranties, covenants and agreements of Seller and Purchaser herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing.

6.6 Termination.

6.6.1 This Agreement may be terminated at any time prior to Closing by the mutual written agreement of Seller and Purchaser;

6.6.2 This Agreement may be terminated by Purchaser prior to Closing by giving written notice to Seller if:

6.6.2.1 The Approval Order is not entered is not entered on or before August 31, 2004; or

6.6.2.2 The conditions precedent to the obligations of Purchaser to close which are set forth in Section 5.1 are not satisfied on or before August 31, 2004.

6.6.3 This Agreement may be terminated by Seller prior to Closing by giving notice to Purchaser if:

6.6.3.1 The Approval Order is not entered on or before August 31, 2004; or

6.6.3.2 The Approval Order has been entered but the conditions precedent to the obligations of Seller to close which are set forth in Section 5.2 are not satisfied on or before August 31, 2004.

6.6.4 Effect of Termination. In the event of termination of this Agreement pursuant to this Section 6.6 and provided the terminating party is not in breach of any obligation hereunder, (i) this Agreement shall forthwith become null and void and have no further effect, (ii) neither of the parties hereto or any of their respective advisers shall have any further obligation or liability under the provisions of this Agreement (other than the provisions of this Section 6) and Seller shall return or authorize release to Purchaser of its Bid Deposit, together with all interest earned and accrued thereon.

6.7 Indemnification. Seller shall be responsible to Purchaser for, and shall defend, indemnify, and hold Purchaser harmless from and against loss, damage, liability, cost or expense, including, without limitation, those relating to or arising from product liability claims, product sales, personal injury and other tort claims and claims arising from any contract to which Seller is or was a party (including reasonable attorneys' fees, legal expenses and consultant's fees) (collectively, "Purchaser's Damages") resulting from or relating to claims or demands made by third parties that Purchaser is a successor to Seller by operation of law.

Notwithstanding the foregoing, the Seller shall not be required to pay any Purchaser's Damages which exceed the amount of insurance available to Seller to pay Purchaser's Damages.

6.8 Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to both genders. All references to monetary amounts are to currency of the United States of America.

6.9 Default. Time is of the essence of this Agreement. In any suit, action or appeal to enforce this Agreement or any term or provision of this Agreement, or to interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred, including reasonable attorneys' fees at trial or on appeal.

6.10 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

6.11 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

6.12 Notices. Any notices, requests, demands or other communications required or permitted to be sent under this Agreement shall be delivered personally, sent by electronic mail, sent by facsimile, sent by overnight courier or mailed by registered or certified mail, return receipt requested, to the following addresses, and shall be deemed to have been received on the day of personal delivery or electronic mailing, upon confirmation of receipt of a facsimile transmission, one business day after deposit with an overnight courier or three business days after deposit in the mail:

If to Purchaser, to:

Bradco Supply Corporation
13 Production Way
Avenel, NJ 07001
Attn: Steve Feinberg
Fax: 732-382-3577
Email: sfeinberg@bradcosupply.com

With a copy to:

Michael L. Weinberger, Esq.
Bradco Supply Corporation
13 Production Way
Avenel, NJ 07001
Fax: 732-382-6577
Email: mweinberger@bradcosupply.com

If to Seller:

Wickes Inc.
706 North Deerpath Drive
Vernon Hills, Illinois 60061
Attn: James J. O'Grady
Fax: (847) 367-3765
Email: jogrady@wickes.com

With a copy to:

Schwartz, Cooper, Greenberger & Krauss
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Mark B. Buttermann or Richard M. Bendix
Fax: (312) 782-8416
Email: mutterman@scgk.com; rbendix@scgk.com

and to:

Piper Rudnick LLP
201 North LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attn: David Missner or Steven J. Christenholz
Fax: (312) 630-7399
Email: david.missner@piperrudnick.com;
steven.christenholz@piperrudnick.com

and to:

Bridge Associates LLC
747 Third Avenue
Suite 32-A
New York, New York 10017
Attn: Anthony Schnelling or David Phelps
Fax: (212) 207-9294
Email: aschnelling@bridgellc.com;
dphelps@bridgellc.com

and to:

Sonnenschein Nath & Rosenthal
8000 Sears Tower
233 S. Wacker Dr.
Chicago, IL 60606
Attn: Fruman Jacobson or Robert E. Richards
Fax: (312) 876-3974

Email: fjacobson@sonnenschein.com;
rrichards@sonnenschein.com

6.13 Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state.

6.14 Forum. Each party unconditionally consents and submits to the exclusive jurisdiction of the Bankruptcy Court so long as the Bankruptcy Court has jurisdiction over the matter, for any dispute arising between the parties arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such court). Any dispute between the parties, to the extent not governed by the Bankruptcy Court, shall be subject to the exclusive jurisdiction of the state and federal courts located in Chicago, Illinois. Each party waives any objection to the laying of venue of any such litigation as provided herein, and agrees not to plead that such litigation has been brought in an inconvenient forum.

6.15 Bulk Sales. To the extent applicable, Purchaser hereby waives compliance with any bulk sales or other similar laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement.

6.16 Entire Agreement. This Agreement, together with those documents expressly referred to in this Agreement, constitutes the final agreement of the parties concerning the matters referred to in this Agreement, and supersedes all prior agreements and understandings.

6.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute one agreement. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing and delivering an original document.

6.18 Schedules and Exhibits. The following Schedules and Exhibits are attached to and form an integral part of this Agreement:

The Locations
Designated Executory Contracts
Owned Equipment
Owned Real Property
IP Assets
Retained Personal Property
Assumed Liabilities
Purchaser Note
Inventory Procedures
Trademarks, etc.
Escrow Deposit Agreement

Schedule A
Schedule 1(a)
Schedule 1(c)
Schedule 1(d)
Schedule 2.1.10
Schedule 2.2.6
Schedule 2.3
Exhibit 2.5
Schedule 2.6.1
Schedule 3.1.4.5
Exhibit 2.10

Bill of Sale
Quitclaim Deed
Assignment and
Assumption Agreement
Assignment of Registered Trademarks
Joint Escrow Instructions
Form of Mortgage

Exhibit 2.13.3.1
Exhibit 2.13.3.2

Exhibit 2.13.3.3
Exhibit 2.13.3.7
Exhibit 2.13.3.8
Exhibit 2.13.4.3

The parties to this Agreement have executed this Agreement as of the 20th day of July, 2004.

WICKES INC.

By _____
James J. O'Grady, President

LUMBER TRADEMARK COMPANY

By _____
James J. O'Grady, President

BRADCO SUPPLY CORPORATION

By _____

Its _____

Schedule 2.1.10 IP Assets

List of software licenses:

Oracle Financial Systems, Application v11.5.4 and Database v8.1.7.4
-Oracle Fixed Assets System
-Oracle General Ledger System
-Oracle Accounts Receivable System

Vista Plus 4.4

DDA – Accounts Payable Package

Lotus Notes 5.11 and 6.5

In-Store Point of Sale System

MIDAS (Merchandising Information Database System) (Home grown system where seller is transferring all rights associated therein)

Rights to all Wickes developed code and applications

McAfee ASAP Anti-Virus

Win Zip 8.0

Net Term 4.2

Help Alert

Adobe Acrobat Reader

20/20

Symantec PC Anywhere

AIX 4.x

Desktop Streaming

Comparex

WMA

Pick

Schedule 2.1.10 IP Assets

List of software licenses (con't):

Spotlight for Oracle

Lightning Fax

Right Fax

SQL Navigator

Exceed

Microsoft Windows 98 Second Edition

Microsoft Windows 2000 Professional

Microsoft Windows XP Professional

Microsoft Office 97 Standard

Microsoft Office 2000 Standard

Microsoft Office XP Standard

Microsoft Office 2003 Standard

Schedule I(a)
Designated Executory Contracts

Ctr	Vendor	Vendor Name	Desc. of Service	Address1	Address2	City	St	Zip
060	5593638	Aramark Uniform Services Inc	Cleaning equipment services - 1147-000		3701 Progress Drive	South Bend	IN	46619-0906
066	1938088	Ferrellgas	LP Gas at Saegertown PA		1026 Mercer Rd	Franklin	PA	16323
066	1167510	McCormick Coffee Company	Coffee service at Saegertown PA		1341 Liberty Street	Erie	PA	16512
066	1949055	Unifirst Corporation	Floor mat service at Saegertown, PA		18999 Park Ave Plaza	Meadville	PA	16335
066	1873199	White Fire Extinguisher Inc	Fire safety at Saegertown, PA		217 Line Road	Mercer	PA	16137
072	8196710	Norfolk Southern	Rail Siding Agreement at Rootstown, OH	110 Franklin Road	Miscellaneous Billing	Roanoke	VA	24042
201	1935755	Cintas Corporation #121	Floor mat services at Ithaca, NY - 01004	500 Water Street	6341 Thompson Road	Syracuse	NY	13206
250	1468715	CSX	Rail Siding Agreement at Elyria, OH		Sc J180	Jacksonville	FL	32202
294	5546966	Materials Handling Equipment Corp	Vehicles Maintenance Agreement at Coldwater, MI		7433 US 30 East	Fort Wayne	IN	46803
VH		Legato Software	Disaster Recovery Equip Maintenance	One East Telecom Pkwy - FLTDSR5A	PO Box 290152	Temple Terrace	FL	33687
VH		Verizon Data Services	Computing Services Agreement	701 Corporate Drive Center	Suite 450	Raleigh	NC	27607
VH	96013120	Data Design Associates	Support and Maintenance for A/P system		5385 Hollister Avenue	Santa Barbara	CA	93111
VH	1948032	Expertcity	Support and Maintenance for Desktop Streaming - DTS10C Attn: Accounting Dept		222 Third Street	Cambridge	MA	02142
VH	95486700	Funk Software	Support and Maintenance for Radius Authentication Server - 15UJL		805 Third Avenue	New York	NY	10022
VH	198951000	Internet Commerce Corporation	VAN Fees - 31658		303 N Loudoun St. Suite A	Winchester	VA	22601
VH	95786700	Data Management Assistance Corporation	Support and Maintenance for DMAC Data Entry System		2550 Warrenville Road	Downers Grove	IL	60515
VH		Sentinel Technologies Inc	Maintenance Agreement on HQ Printers - 01413-00	Attn: Kathy Satter	36 Floor	New York	NY	10036
VH	95684700	Verizon Wireless Messaging Services	Pagers for HQ IT staff - U1169922	1095 Avenue of the Americas	11824 Jollyville Road	Austin	TX	78759
VH		ICOM Informatics	Allows for field remote access to HQ - 27758	Suite 500	1051 Perimeter Drive	Schaumburg	IL	60173
VH		Precision Systems Concepts LLC	Support and Maintenance for Notes Passport. Advantage Agt Suite 500		8001 Irvine Center Drive	Irvine	CA	92618
VH		Quest Software	Support and Maintenance for Spotlight on Oracle		8001 Irvine Center Drive	Irvine	CA	92618
VH		Quest Software	Support and Maintenance for SQL Navigator		8001 Irvine Center Drive	Irvine	CA	92618
VH		Quest Software	Support and Maintenance for VISTA		8001 Irvine Center Drive	Irvine	CA	92618
VH		McAfee - Network Associates Inc	Maintenance and Upgrade for E500 Webshield		3965 Freedom Circle	Santa Clara	CA	95054

Schedule 1 (b)
Lensed Real Property

NONE.

Schedule 1(c)
Owned Equipment

Acct	Chr	Yr	Asset	C	Date in Service	Life	Historical Cost	Depn Amount	Y-T-D Depn	Deprn Reserve	Net BV	Descrip
15400	000060	00	17270-LOZIER RACKING		10-OCT-00	6.00	6,776.85	94.12	470.60	4141.38	2635.47	Machinery & Equipment
15400	000060	00	17271-SERVICE COUNTER		10-OCT-00	6.00	2,850.00	39.58	197.90	1741.65	1108.35	Machinery & Equipment
15400	000060	88	C0604001-22 FIRE EXTING		02-MAY-88	3.00	43.33	0.00	0.00	42.33	1.00	Machinery & Equipment
15400	000060	88	C0604004-STEEL SHELVING		02-MAY-88	3.00	548.10	0.00	0.00	547.10	1.00	Machinery & Equipment
15400	000060	88	C0604009-FIRE EXTINGUIS		02-MAY-88	3.00	26.35	0.00	0.00	9.50	1.00	Machinery & Equipment
15400	000060	88	C0604020-SHELVING		02-MAY-88	3.00	18.70	0.00	0.00	25.35	1.00	Machinery & Equipment
15400	000060	88	C0604023-PANEL SAW		02-MAY-88	3.00	27.52	0.00	0.00	17.70	1.00	Machinery & Equipment
15400	000060	88	C0604030-PERIMETER SIGN		02-MAY-88	3.00	16.70	0.00	0.00	26.52	1.00	Machinery & Equipment
15400	000060	88	C0604032-INT SIGNS & HO		02-MAY-88	3.00	96.65	0.00	0.00	184.54	1.00	Machinery & Equipment
15400	000060	88	C0604034-DEPARTMENTAL S		02-MAY-88	3.00	30.76	0.00	0.00	15.70	1.00	Machinery & Equipment
15400	000060	88	C0604035-MINI PERIMETER		02-MAY-88	3.00	70.77	0.00	0.00	95.65	1.00	Machinery & Equipment
15400	000060	88	C0604040-RR DOCKBOARD		02-MAY-88	3.00	2,100.25	0.00	0.00	29.76	1.00	Machinery & Equipment
15400	000060	88	C0604041-HEAT & AIR CON		02-MAY-88	3.00	152.25	0.00	0.00	69.77	1.00	Machinery & Equipment
15400	000060	88	C0604042-INTERCOM SYSTE		02-MAY-88	3.00	197.40	0.00	0.00	2099.25	1.00	Machinery & Equipment
15400	000060	88	C0604043-BURGLAR & FIRE		02-MAY-88	3.00	31.66	0.00	0.00	151.25	1.00	Machinery & Equipment
15400	000060	88	C0604044-WICKES LOGO		02-MAY-88	3.00	755.34	0.00	0.00	196.40	1.00	Machinery & Equipment
15400	000060	88	C0604046-SHELVING		02-MAY-88	3.00	20.80	0.00	0.00	30.66	1.00	Machinery & Equipment
15400	000060	88	C0604051-2 MAT HANDLING		02-MAY-88	3.00	83.80	0.00	0.00	754.34	1.00	Machinery & Equipment
15400	000060	88	C0604058-RADIAL ARM SAW		02-MAY-88	3.00	9.21	0.00	0.00	19.80	1.00	Machinery & Equipment
15400	000060	88	C0604059-2 RACKS		02-MAY-88	3.00	16.70	0.00	0.00	82.80	1.00	Machinery & Equipment
15400	000060	88	C0604060-SIGN HOLDERS		02-MAY-88	3.00	9.65	0.00	0.00	8.65	1.00	Machinery & Equipment
15400	000060	88	C0604061-STUD CARTS		02-MAY-88	3.00	2,331.68	0.00	0.00	2330.68	1.00	Machinery & Equipment
15400	000060	88	C0604064-LOZIER SHELVIN		02-MAY-88	3.00	57.63	0.00	0.00	56.63	1.00	Machinery & Equipment
15400	000060	88	C0604067-CONVEYOR		02-MAY-88	3.00	190.18	0.00	0.00	189.18	1.00	Machinery & Equipment
15400	000060	88	C0604070-PALLET JACK		02-MAY-88	3.00	9,287.75	0.00	0.00	9286.75	1.00	Machinery & Equipment
15400	000060	88	C0604071-HIGHWAY SIGN		02-MAY-88	6.00	1,819.14	0.00	0.00	1818.14	1.00	Machinery & Equipment
15400	000060	88	C0604072-STEEL STORAGE		02-MAY-88	6.00	3,529.22	0.00	0.00	3528.22	1.00	Machinery & Equipment
15400	000060	88	C0604073-LOZIER		02-MAY-88	6.00	506.21	0.00	0.00	505.21	1.00	Machinery & Equipment
15400	000060	88	C0604077-LOZIER		02-MAY-88	3.00	1,041.49	0.00	0.00	1040.49	1.00	Machinery & Equipment
15400	000060	88	C0604083-FLOOR BUFFER		01-JUN-89	6.00	7,990.20	0.00	0.00	7989.20	1.00	Machinery & Equipment
15400	000060	89	C0604086-PHONE SYSTEM		02-MAY-88	3.00	1,917.50	0.00	0.00	1916.30	1.00	Machinery & Equipment
15400	000060	88	C0604088-LOZIER		02-MAY-88	6.00	2,901.07	0.00	0.00	2900.07	1.00	Machinery & Equipment
15401	000060	93	C0604095-SHINGLE CONVEY		10-MAR-93	6.00	1,130.62	18.84	94.20	885.62	245.00	Rental Equipment
15401	000060	01	17000-SAFETY WORK PLATF		10-JUL-00	5.00	35,278.00	587.97	2939.85	24106.68	11171.32	Rental Equipment
15401	000060	01	18169-864G TRACK LOADER		10-JAN-01	5.00	571.23	19.04	95.20	152.32	418.91	Rental Equipment
15401	000060	03	20233-DITCH WITCH TRAIL		10-OCT-03	2.06	1,863.26	62.11	310.55	496.87	1366.39	Rental Equipment
15401	000060	03	20234-DITCH WITCH TRENC		10-OCT-03	2.06	3,345.79	111.53	557.65	780.70	2565.09	Rental Equipment
15401	000060	03	20390-AIR COMPRESSOR		19-DEC-03	2.06	2,170.30	0.00	0.00	2169.30	1.00	Mfg Equipment
15402	000060	88	C0604090-LOZIER		02-MAY-88	5.00	16,527.52	0.00	0.00	16526.52	1.00	Automobiles
15501	000060	97	C5845102-08-1512 95CHEV		10-JUN-97	3.00	17,687.50	589.58	2947.90	4127.06	13560.44	Highway Trucks
15502	000060	03	20315-02-0549 '99 TANDE		17-NOV-03	2.06	42,268.29	0.00	0.00	42267.29	1.00	Highway Trucks
15502	000060	92	C0605213-01 1516 CHEV		01-JUL-92	5.00						

TRADEMARK

REEL: 004193 FRAME: 0187

Schedule I(c)
Owned Equipment

15502	000060	88	C0605216-15 0006	CONTAI	02-MAY-88	2.06	813.00	0.00	0.00	812.00	1.00	Highway Trucks
15600	000060	02	19331-MENOLTA EP1085		10-JAN-02	5.00	1,967.70	163.95	32.79	951.03	1016.67	Office Equipment
15600	000060	88	C0606034-EXEC DESK & CH		02-MAY-88	2.06	18.10	0.00	0.00	17.10	1.00	Office Equipment
15600	000060	88	C0606037-DESK FILE CHAI		02-MAY-88	2.06	58.18	0.00	0.00	57.18	1.00	Office Equipment
15600	000060	88	C0606039-VIDEO TAPE & T		02-MAY-88	2.06	89.80	0.00	0.00	88.80	1.00	Office Equipment
15600	000060	94	C0606044-VCR		10-DEC-94	5.00	637.49	0.00	0.00	636.49	1.00	Office Equipment
15600	000060	88	C0606045-DESK FILE		02-MAY-88	2.06	26.11	0.00	0.00	25.11	1.00	Office Equipment
15600	000060	88	C0606046-DESK CHAIR FIL		02-MAY-88	2.06	37.93	0.00	0.00	36.93	1.00	Office Equipment
15601	000060	00	17044-FRAME RELAY		10-SEP-00	3.06	4,165.19	0.00	0.00	4,165.19	0.00	Data Handling Equip
15601	000060	03	19970-S991 INFRASTRUCTU		10-JAN-03	5.00	326.49	27.20	5.44	92.50	233.99	Data Handling Equip
15602	000060	99	14516-COMPAQ DESKPRO EN		10-JUN-99	3.00	2,564.15	0.00	0.00	2,564.15	0.00	Infor Systems Equip
15602	000060	99	14703-LAITUDE CPI 300		10-JUL-99	3.00	3,167.91	0.00	0.00	3,167.91	0.00	Infor Systems Equip
15602	000060	00	16789-P3-550		10-JUL-00	3.00	1,670.64	0.00	0.00	1,670.64	0.00	Infor Systems Equip
15602	000060	97	C0606206-AMD K5 PC		10-NOV-97	3.00	2,159.67	0.00	0.00	2,158.67	1.00	Infor Systems Equip
15602	000060	99	C0606213-DESKPRO EN PC		10-MAR-99	3.00	3,883.56	0.00	0.00	3,882.56	1.00	Infor Systems Equip
15602	000060	97	C5846207-DELL P166 PC		10-OCT-97	3.00	2,751.20	0.00	0.00	2,750.20	1.00	Infor Systems Equip
15602	000060	99	C5846214-DESKPRO EN PC		10-APR-99	3.00	2,990.07	0.00	0.00	2,989.07	1.00	Infor Systems Equip
15603	000060	97	C0606301-INSUL MGT		10-NOV-97	3.00	3,150.00	0.00	0.00	3,149.00	1.00	Capitalized Software
15603	000060	99	C0606303-SOLUTIONS		10-APR-99	3.00	0.00	0.00	0.00	0.00	0.00	Capitalized Software
15603	000060	99	C0606304-PICK D3		10-MAY-99	3.00	1,622.25	0.00	0.00	1,621.25	1.00	Capitalized Software
15603	000060	99	C5846302-ENTERPRISE		10-APR-99	3.00	3,643.59	0.00	0.00	3,642.59	1.00	Capitalized Software
15604	000060	99	14919-30X36 DIGITIZER		10-AUG-99	2.00	1,515.71	0.00	0.00	1,515.71	0.00	Capitalized Info Sys Equip
15604	000060	99	15735-IBM PRINTER		10-DEC-99	2.00	116.60	0.00	0.00	116.60	0.00	Capitalized Info Sys Equip
15604	000060	99	15738-IBM TERMINAL		10-DEC-99	2.00	156.45	0.00	0.00	156.45	0.00	Capitalized Info Sys Equip
15604	000060	03	20294-INSTORE CENTRALIZ		10-APR-03	5.00	5,283.84	88.06	0.00	1232.87	4050.97	Capitalized Info Sys Equip
15604	000060	93	C0606202-486D X 33 PC		10-APR-93	5.00	2,596.40	0.00	0.00	2,595.40	1.00	Capitalized Info Sys Equip
15604	000060	93	C0606203-486D X 33 PC		10-APR-93	5.00	2,596.40	0.00	0.00	2,595.40	1.00	Capitalized Info Sys Equip
15604	000060	98	C0606207-8 PRINTERS		10-OCT-98	2.00	967.73	0.00	0.00	966.73	1.00	Capitalized Info Sys Equip
15604	000060	98	C0606208-3 TERMINALS		10-OCT-98	2.00	472.50	0.00	0.00	471.50	1.00	Capitalized Info Sys Equip
15604	000060	98	C0606211-IBM PRINTER		10-DEC-98	2.00	120.75	0.00	0.00	119.75	1.00	Capitalized Info Sys Equip
15604	000060	99	C0606212-IBM TERMINAL		10-FEB-99	2.00	157.50	0.00	0.00	156.50	1.00	Capitalized Info Sys Equip
15604	000060	99	C0606214-IBM TERMINAL		10-MAY-99	2.00	157.50	0.00	0.00	156.50	1.00	Capitalized Info Sys Equip
15604	000060	88	C0609003-PRINTERS 12		02-MAY-88	5.00	4,652.99	0.00	0.00	4,651.99	1.00	Capitalized Info Sys Equip
15604	000060	88	C0609006-2 MODEMS		02-MAY-88	5.00	914.83	0.00	0.00	913.83	1.00	Capitalized Info Sys Equip
15604	000060	89	C0609010-OKID PRINTER		01-DEC-89	5.00	955.50	0.00	0.00	954.50	1.00	Capitalized Info Sys Equip
15604	000060	90	C0609012-2 OKIDATA PRIN		01-MAY-90	5.00	819.00	0.00	0.00	818.00	1.00	Capitalized Info Sys Equip
15604	000060	91	C0609013-14 IBM CRTS		01-OCT-91	5.00	7,560.05	0.00	0.00	7,559.31	0.74	Capitalized Info Sys Equip
15604	000060	92	C0609014-3 OKID PRINTER		01-DEC-92	5.00	1,231.65	0.00	0.00	1,230.65	1.00	Capitalized Info Sys Equip
15604	000060	93	C0609015-TERM/PRINTERS		10-DEC-93	5.00	2,213.16	0.00	0.00	2,212.16	1.00	Capitalized Info Sys Equip
15604	000060	93	C0609016-US SOFTWARE		10-DEC-93	5.00	2,115.00	0.00	0.00	2,114.00	1.00	Capitalized Info Sys Equip
15604	000060	00	17269-WINDOW AND DOOR D		10-AUG-00	4.00	10,200.00	1062.50	212.50	9775.00	425.00	Modular Displays
15820	000060	88	C0608230-HOMES DISPLAY		02-MAY-88	2.00	39.85	0.00	0.00	38.85	1.00	Modular Displays
15820	000060	88	C0608234-ROOFING & SIDI		02-MAY-88	2.00	335.53	0.00	0.00	334.53	1.00	Modular Displays
15820	000060	89	C0608236-DISPLAYS		01-OCT-89	4.00	1,831.20	0.00	0.00	1,830.20	1.00	Modular Displays

F

Schedule 1(c)
Owned Equipment

15820	000060	90	C0608237-DOOR & WINDOW	01-MAY-90	4.00	1,575.00	0.00	0.00	1574.00	1.00	Modular Displays
15820	000060	94	C0608238-MILLWORK DISPL	10-NOV-94	4.00	4,266.42	0.00	0.00	4265.42	1.00	Modular Displays
15830	000060	00	17273-SHOWROOM REFORMAT	10-OCT-00	4.00	23,675.19	493.23	2466.15	21702.20	1972.99	Showroom Renovation
15400	000066	88	C0664010-1 FAN AND SHUT	F 02-MAY-88	3.00	0.00	0.00	0.00	0.00	0.00	Machinery & Equipment
15400	000066	88	C0664011-2 VENTILATORS	F 02-MAY-88	3.00	0.00	0.00	0.00	0.00	0.00	Machinery & Equipment
15400	000066	88	C0664012-1 FAN AND SHUT	F 02-MAY-88	3.00	0.00	0.00	0.00	0.00	0.00	Machinery & Equipment
15400	000066	88	C0664013-2 VENTILATORS	F 02-MAY-88	3.00	0.00	0.00	0.00	0.00	0.00	Machinery & Equipment
15400	000066	88	C0664028-1 PANEL SAW	F 02-MAY-88	3.00	24.08	0.00	0.00	23.08	0.00	Machinery & Equipment
15400	000066	88	C0664030-SHELVING	F 02-MAY-88	3.00	0.00	0.00	0.00	0.00	0.00	Machinery & Equipment
15400	000066	88	C0664031-1 DOCKBOARD	F 02-MAY-88	3.00	35.84	0.00	0.00	34.84	0.00	Machinery & Equipment
15400	000066	88	C0664038-COUNTERS	F 02-MAY-88	3.00	61.88	0.00	0.00	60.88	0.00	Machinery & Equipment
15400	000066	88	C0664041-INT SIGNS & HO	F 02-MAY-88	3.00	16.70	0.00	0.00	15.70	0.00	Machinery & Equipment
15400	000066	88	C0664046-BURGLAR FIRE A	F 02-MAY-88	3.00	190.37	0.00	0.00	189.37	0.00	Machinery & Equipment
15400	000066	88	C0664047-FLAG & POLE	F 02-MAY-88	3.00	36.54	0.00	0.00	35.54	0.00	Machinery & Equipment
15400	000066	88	C0664052-EXTERIOR PROD	F 02-MAY-88	3.00	54.10	0.00	0.00	53.10	0.00	Machinery & Equipment
15400	000066	88	C0664053-INTERCOM SYSTE	F 02-MAY-88	3.00	318.65	0.00	0.00	317.65	0.00	Machinery & Equipment
15400	000066	88	C0664054-SITE SIGN	F 02-MAY-88	3.00	7,829.12	0.00	0.00	7828.12	0.00	Machinery & Equipment
15400	000066	88	C0664055-LOZIER SHELVIN	F 02-MAY-88	3.00	0.00	0.00	0.00	0.00	0.00	Machinery & Equipment
15400	000066	88	C0664057-RADIAL ARM SAW	F 02-MAY-88	6.00	501.78	0.00	0.00	500.78	0.00	Machinery & Equipment
15400	000066	88	C0664058-UPDATE ALARMS	F 02-MAY-88	6.00	750.00	0.00	0.00	749.00	0.00	Machinery & Equipment
15400	000066	88	C0664060-LOZIER	F 02-MAY-88	6.00	7,139.02	0.00	0.00	7138.02	0.00	Machinery & Equipment
15400	000066	88	C0664061-PHONE SYSTEM	F 02-MAY-88	6.00	5,526.26	0.00	0.00	5525.26	0.00	Machinery & Equipment
15400	000066	90	C0664063-PAINT SHAKER	01-DEC-90	6.00	32.58	0.00	0.00	31.58	0.00	Machinery & Equipment
15400	000066	93	C0664064-INSULATION BLO	F 10-NOV-93	3.00	0.00	0.00	0.00	0.00	0.00	Machinery & Equipment
15400	000066	94	C0664065-INSULATION BLO	F 10-NOV-94	6.00	1,898.47	0.00	0.00	1897.47	0.00	Machinery & Equipment
15400	000066	97	C0664068-SB31 CONVEYOR	F 10-AUG-97	6.00	4,984.55	0.00	0.00	4983.55	0.00	Machinery & Equipment
15502	000066	01	18417-01-1574 GE LEASE	10-JUN-01	2.06	4,563.36	0.00	0.00	4563.36	0.00	Highway Trucks
15504	000066	88	C0665403-1 SET 66 FORK	02-MAY-88	3.00	21.56	0.00	0.00	20.56	0.00	Lift Trucks
15600	000066	01	19244-EP 1085 MINOLTA C	10-OCT-01	5.00	2,774.02	46.23	138.69	1479.45	1294.57	Office Equipment
15600	000066	88	C0666004-1 FIRE FILE	02-MAY-88	2.06	17.76	0.00	0.00	16.76	0.00	Office Equipment
15600	000066	88	C0666005-1 DESK	02-MAY-88	2.06	11.21	0.00	0.00	10.21	0.00	Office Equipment
15600	000066	88	C0666007-1 FILE	02-MAY-88	2.06	4.56	0.00	0.00	3.56	0.00	Office Equipment
15600	000066	88	C0666008-1 FILE	02-MAY-88	2.06	4.56	0.00	0.00	3.56	0.00	Office Equipment
15600	000066	88	C0666009-1 DESK	02-MAY-88	2.06	11.21	0.00	0.00	10.21	0.00	Office Equipment
15600	000066	88	C0666010-1 CHAIR	02-MAY-88	2.06	5.44	0.00	0.00	4.44	0.00	Office Equipment
15600	000066	88	C0666011-1 CHAIR	02-MAY-88	2.06	3.40	0.00	0.00	2.40	0.00	Office Equipment
15600	000066	88	C0666012-5 CHAIRS	02-MAY-88	2.06	9.43	0.00	0.00	8.43	0.00	Office Equipment
15600	000066	88	C0666013-1 CHAIR	F 02-MAY-88	2.06	0.00	0.00	0.00	0.00	0.00	Office Equipment
15600	000066	88	C0666014-5 CHAIRS	F 02-MAY-88	2.06	0.00	0.00	0.00	0.00	0.00	Office Equipment
15600	000066	88	C0666022-1 REFERENCE FI	F 02-MAY-88	2.06	9.85	0.00	0.00	8.85	0.00	Office Equipment
15600	000066	88	C0666023-1 OFFICE CHAIR	F 02-MAY-88	2.06	0.00	0.00	0.00	0.00	0.00	Office Equipment
15600	000066	88	C0666031-BURGLAR/FIRE A	F 02-MAY-88	2.06	144.20	0.00	0.00	143.20	0.00	Office Equipment
15600	000066	88	C0666041-SIDEARM CHAIR	F 02-MAY-88	2.06	0.00	0.00	0.00	0.00	0.00	Office Equipment

Schedule 1(c)

Owned Equipment

15600	000072	99	C0726064-ENGRN COPIER	10-MAR-99	5.00	2,723.15	0.00	90.74	2722.15	1.00 Office Equipment
15601	000072	00	17051-FRAME RELAY	10-SEP-00	3.06	4,179.08	0.00	199.01	4179.08	0.00 Data Handling Equip
15602	000072	99	14700-LATITUDE CPI 300	10-JUL-99	3.00	3,167.91	0.00	0.00	3167.91	0.00 Infor Systems Equip
15602	000072	99	15023-COMPAQ DESKPRO EN	10-AUG-99	3.00	2,068.67	0.00	0.00	2068.67	0.00 Infor Systems Equip
15602	000072	00	17326-P3-550 DESKPRO EN	10-JUN-00	3.00	1,988.75	0.00	51.12	1988.75	0.00 Infor Systems Equip
15602	000072	01	17444-NETVISTA A40 P3-8	10-FEB-01	3.00	1,840.65	0.00	0.00	1840.65	0.00 Infor Systems Equip
15602	000072	97	C0236208-DELL LMP PC	10-JUN-97	3.00	2,830.69	0.00	0.00	2829.69	1.00 Infor Systems Equip
15602	000072	98	C0726203-DELL P5MMX PC	10-MAR-98	3.00	3,313.48	0.00	0.00	3312.48	1.00 Infor Systems Equip
15602	000072	97	C8916206-DELL LLMPC	F 10-NOV-97	3.00	0.00	0.00	0.00	0.00	0.00 Infor Systems Equip
15602	000072	97	C8976208-DELL LMP PC	F 10-MAY-97	3.00	0.00	0.00	0.00	0.00	0.00 Infor Systems Equip
15603	000072	02	19515-2020 LUMBER PACK	10-AUG-02	3.00	1,740.00	48.33	241.65	1063.31	676.69 Capitalized Software
15603	000072	99	C0726301-AIX VERSION 4	10-MAR-99	3.00	290.74	0.00	0.00	289.74	1.00 Capitalized Software
15603	000072	99	C0726302-PICK D3	10-MAY-99	3.00	1,067.81	0.00	0.00	1066.81	1.00 Capitalized Software
15603	000072	99	C1356302-INSUL MGT	10-FEB-99	3.00	1,304.20	0.00	0.00	1303.20	1.00 Capitalized Software
15604	000072	03	20278-INSTORE CENTRALIZ	10-APR-03	5.00	468.50	7.81	39.05	109.32	359.18 Capitalized Info Sys Equip
15604	000072	94	C0726202-486D X 33 PC	10-AUG-94	5.00	0.00	0.00	0.00	0.00	0.00 Capitalized Info Sys Equip
15604	000072	98	C0726204-12-PRINTERS	10-DEC-98	2.00	977.52	0.00	0.00	976.52	1.00 Capitalized Info Sys Equip
15604	000072	98	C0726204-12-PRINTERS	10-DEC-98	2.00	2,390.70	0.00	0.00	2389.70	1.00 Capitalized Info Sys Equip
15604	000072	98	C0726205-12-TERMINALS	10-DEC-98	2.00	1,075.25	0.00	0.00	1074.25	1.00 Capitalized Info Sys Equip
15604	000072	98	C0726206-RISC 6000	10-DEC-98	2.00	680.00	0.00	0.00	679.00	1.00 Capitalized Info Sys Equip
15604	000072	98	C0726207-TAPE DRIVE	10-DEC-98	2.00	5,068.43	0.00	0.00	5067.43	1.00 Capitalized Info Sys Equip
15604	000072	93	C0729001-J/S SOFTWARE	10-DEC-93	5.00	5,967.83	0.00	0.00	4848.84	1.00 Capitalized Info Sys Equip
15830	000072	01	19124-SHOWROOM REMODEL	10-MAR-01	4.00	1,254.00	124.33	621.65	4848.84	1118.99 Showroom Renovation
15830	000072	01	19125-SHOWROOM REMODELI	10-MAR-01	4.00	26.12	26.12	130.60	1018.85	235.15 Showroom Renovation
15400	000201	99	14856-PALLET RACKS	10-AUG-99	6.00	5,403.69	75.05	375.25	4352.94	1050.75 Machinery & Equipmen
15400	000201	99	14930-AIR CONDITIONERS	10-AUG-99	5.00	3,771.36	62.86	314.30	3645.66	125.70 Machinery & Equipmen
15400	000201	00	16390-RACKING-WAREHOUSE	10-JUN-00	6.00	2,651.22	36.82	184.10	1767.46	883.76 Machinery & Equipmen
15400	000201	01	18191-LOZIER RACKING FO	10-APR-01	6.00	1,668.89	23.18	115.90	880.80	788.09 Machinery & Equipmen
15400	000201	01	18659-WOOD RACKING	10-APR-01	6.00	1,207.69	16.77	83.85	637.35	570.34 Machinery & Equipmen
15400	000201	01	18957-HEATER IN 3 RENTIA	10-JAN-01	2.00	5,948.64	0.00	0.00	5948.64	0.00 Machinery & Equipmen
15400	000201	88	C2014002-LOZIER	02-MAY-88	6.00	4,729.98	0.00	0.00	4728.98	1.00 Machinery & Equipmen
15400	000201	88	C2014007-PLYWOOD RACKS	02-MAY-88	6.00	275.00	0.00	0.00	274.00	1.00 Machinery & Equipmen
15400	000201	88	C2014008-PAINT RACKS	02-MAY-88	6.00	275.00	0.00	0.00	274.00	1.00 Machinery & Equipmen
15400	000201	88	C2014009-STORAGE RACKS	02-MAY-88	6.00	250.00	0.00	0.00	249.00	1.00 Machinery & Equipmen
15400	000201	88	C2014011-AIR CONDITIONE	02-MAY-88	6.00	167.00	0.00	0.00	166.00	1.00 Machinery & Equipmen
15400	000201	88	C2014012-AIR CONDITIONE	02-MAY-88	6.00	167.00	0.00	0.00	166.00	1.00 Machinery & Equipmen
15400	000201	88	C2014013-AIR CONDITIONE	02-MAY-88	6.00	167.00	0.00	0.00	166.00	1.00 Machinery & Equipmen
15400	000201	88	C2014015-LETTER SCALE	02-MAY-88	6.00	188.00	0.00	0.00	187.00	1.00 Machinery & Equipmen
15400	000201	88	C2014016-ALARM SYSTEM	02-MAY-88	6.00	1,739.93	0.00	0.00	1738.93	1.00 Machinery & Equipmen
15400	000201	88	C2014017-PANEL SAW	02-MAY-88	6.00	567.54	0.00	0.00	566.54	1.00 Machinery & Equipmen
15400	000201	88	C2014019-PAINT SHAKER	02-MAY-88	6.00	694.76	0.00	0.00	693.76	1.00 Machinery & Equipmen
15400	000201	88	C2014020-2 CARPET CONVE	02-MAY-88	3.00	14.45	0.00	0.00	13.45	1.00 Machinery & Equipmen
15400	000201	88	C2014022-FOAM LETTERS &	02-MAY-88	6.00	746.69	0.00	0.00	745.69	1.00 Machinery & Equipmen
15400	000201	88	C2014023-SVC CNTRS & RA	02-MAY-88	6.00	2,116.74	0.00	0.00	2115.74	1.00 Machinery & Equipmen

TRADEMARK

REEL: 004193 FRAME: 0191

Schedule 1(e)
Owned Equipment

Asset ID	Description	Acq Date	Life	Cost	Depreciation	Book Value	Current Value	Category
15400 000201 88	C2014025-LOZIER	02-MAY-88	6.00	16,428.36	0.00	16,428.36	16427.36	1.00 Machinery & Equipment
15400 000201 88	C2014026-WAREHOUSE RACK	02-MAY-88	6.00	13,952.64	0.00	13,952.64	13951.64	1.00 Machinery & Equipment
15400 000201 88	C2014028-PANEL RACKS	02-MAY-88	6.00	529.66	0.00	529.66	528.66	1.00 Machinery & Equipment
15400 000201 88	C2014029-SOUND SYSTEM	02-MAY-88	6.00	2,899.73	0.00	2,899.73	2898.73	1.00 Machinery & Equipment
15400 000201 88	C2014030-SITE SIGN	02-MAY-88	6.00	12,101.25	0.00	12,101.25	12100.25	1.00 Machinery & Equipment
15400 000201 88	C2014031-PANEL SIGNS	02-MAY-88	6.00	8,635.06	0.00	8,635.06	8634.06	1.00 Machinery & Equipment
15400 000201 88	C2014032-LOZIER	02-MAY-88	6.00	525.25	0.00	525.25	524.25	1.00 Machinery & Equipment
15400 000201 93	C2014043-PHONE SYSTEM	10-NOV-93	3.00	8,991.64	0.00	8,991.64	8990.64	1.00 Machinery & Equipment
15400 000201 88	C2014047-MAT HANDLING C	02-MAY-88	3.00	10.40	0.00	10.40	9.40	1.00 Machinery & Equipment
15400 000201 88	C2014048-2 WAREHOUSE TR	02-MAY-88	3.00	12.07	0.00	12.07	11.07	1.00 Machinery & Equipment
15400 000201 88	C2014049-MAT HANDLING C	02-MAY-88	3.00	20.80	0.00	20.80	19.80	1.00 Machinery & Equipment
15400 000201 91	C2014050-SHINGLE CONVEY	01-APR-91	6.00	10,388.11	0.00	10,388.11	10387.11	1.00 Machinery & Equipment
15401 000201 03	20190-6" BRUSH CHIPPER	10-JUL-03	2.06	1,742.29	72.59	1,451.81	798.52	943.77 Rental Equipment
15401 000201 03	20318-6" BRUSH CHIPPER	17-NOV-03	2.06	525.30	17.51	387.79	122.57	402.73 Rental Equipment
15401 000201 03	20398-AIR COMPRESSOR	19-DEC-03	2.06	3,388.86	112.96	2,875.90	790.72	2598.14 Rental Equipment
15502 000201 01	18374-01-1722 TRAILER H	10-FEB-01	2.06	0.00	0.00	0.00	0.00	0.00 Highway Trucks
15502 000201 01	18431-03-2013 GE LEASE	10-JUN-01	2.06	3,352.47	0.00	3,352.47	3352.47	0.00 Highway Trucks
15502 000201 03	20383-03-2095 '95 14'D	03-DEC-03	2.06	695.13	23.17	571.96	162.19	532.94 Highway Trucks
15502 000201 97	C1035279-01-1611/22' V	10-JUN-97	5.00	7,839.15	0.00	7,839.15	7838.15	1.00 Highway Trucks
15502 000201 88	C2015202-UNIT 10 0098	02-MAY-88	5.00	2,750.00	0.00	2,750.00	2749.00	1.00 Highway Trucks
15502 000201 88	C2015211-PLATFORM BODY	02-MAY-88	5.00	5,022.18	0.00	5,022.18	5021.18	1.00 Highway Trucks
15504 000201 88	C2015406-1 CARPET POLE	02-MAY-88	3.00	35.00	0.00	35.00	34.00	1.00 Lift Trucks
15600 000201 00	16233-MINOLTA EP1085 CO	03-APR-00	5.00	2,023.92	33.73	1,686.56	1686.56	337.36 Office Equipment
15600 000201 88	C2016001-OFFICE FURN GR	02-MAY-88	5.00	221.00	0.00	221.00	220.00	1.00 Office Equipment
15600 000201 88	C2016002-OFFICE FURN GR	02-MAY-88	5.00	219.00	0.00	219.00	218.00	1.00 Office Equipment
15600 000201 88	C2016003-OFFICE FURN GR	02-MAY-88	5.00	255.00	0.00	255.00	254.00	1.00 Office Equipment
15600 000201 88	C2016004-OFFICE FURN GR	02-MAY-88	5.00	110.00	0.00	110.00	109.00	1.00 Office Equipment
15600 000201 88	C2016005-OFFICE FURN GR	02-MAY-88	5.00	48.00	0.00	48.00	47.00	1.00 Office Equipment
15600 000201 88	C2016006-OFFICE FURN GR	02-MAY-88	5.00	47.00	0.00	47.00	46.00	1.00 Office Equipment
15600 000201 88	C2016007-MONEY SAFE	02-MAY-88	5.00	75.00	0.00	75.00	74.00	1.00 Office Equipment
15600 000201 88	C2016008-SMALL SAFE	02-MAY-88	5.00	25.00	0.00	25.00	24.00	1.00 Office Equipment
15600 000201 88	C2016011-VIDEO TAPE & T	02-MAY-88	2.06	89.80	0.00	89.80	88.80	1.00 Office Equipment
15600 000201 94	C2016016-VCR	10-DEC-94	5.00	652.60	0.00	652.60	651.60	1.00 Office Equipment
15600 000201 88	C2016017-2 DESKS	02-MAY-88	2.06	30.48	0.00	30.48	29.48	1.00 Office Equipment
15600 000201 88	C2016018-2 LEGAL FILES	02-MAY-88	2.06	21.68	0.00	21.68	20.68	1.00 Office Equipment
15600 000201 88	C2016019-CHAIR	02-MAY-88	2.06	5.95	0.00	5.95	4.95	1.00 Office Equipment
15600 000201 88	C2016022-2 CHAIRS	02-MAY-88	2.06	13.28	0.00	13.28	12.28	1.00 Office Equipment
15601 000201 00	17071-FRAME RELAY	10-SEP-00	3.06	4,219.43	0.00	4,219.43	4219.43	0.00 Data Handling Equip
15602 000201 01	18154-NETVISTA A40 800	10-APR-01	3.00	2,044.78	0.00	2,044.78	2044.78	0.00 Infor Systems Equip
15602 000201 01	19134-DELL LAPTOP OSR S	10-MAY-01	3.00	2,743.61	0.00	2,743.61	2743.61	0.00 Infor Systems Equip
15602 000201 01	19182-ADD TAX TO 18154	10-SEP-01	3.00	35.81	0.99	34.82	32.78	3.03 Infor Systems Equip
15602 000201 01	19183-ADD TAX TO 18154	10-SEP-01	3.00	36.48	1.01	35.47	33.42	3.06 Infor Systems Equip
15602 000201 01	19196-DELL LAPTOP	10-MAY-01	3.00	2,356.63	0.00	2,356.63	2356.63	0.00 Infor Systems Equip
15602 000201 97	C2016204-DELL P166 PC	10-AUG-97	3.00	3,360.44	0.00	3,360.44	3359.44	1.00 Infor Systems Equip

Schedule 1(c)
Owned Equipment

15602	000201	98	C2016212-COMPAQ PS300 P	10-NOV-98	3.00	2,319.50	0.00	0.00	2318.50	1.00	Infor Systems Equip
15602	000201	99	C2016213-COMPAQ DESKPRO	10-FEB-99	3.00	3,499.66	0.00	0.00	3498.66	1.00	Infor Systems Equip
15602	000201	99	C2016218-DESKPRO EN PC	10-APR-99	3.00	2,798.99	0.00	0.00	2797.99	1.00	Infor Systems Equip
15603	000201	99	14888-PICK D3	10-AUG-99	3.00	1,279.80	0.00	0.00	1279.80	0.00	Capitalized Software
15603	000201	99	C2016301-SOLUTIONS	10-FEB-99	3.00	5,243.40	0.00	0.00	5242.40	1.00	Capitalized Software
15603	000201	99	C2016302-AIX VERSION 4	10-MAR-99	3.00	290.74	0.00	0.00	289.74	1.00	Capitalized Info Sys Equip
15604	000201	93	C2016203-486D X33 PC	10-APR-93	5.00	2,685.38	0.00	0.00	2684.38	1.00	Capitalized Info Sys Equip
15604	000201	95	C2016205-TP755C PC	10-JUL-95	5.00	4,400.40	0.00	0.00	4399.40	1.00	Capitalized Info Sys Equip
15604	000201	99	C2016214-12-PRINTERS	10-MAR-99	2.00	1,488.10	0.00	0.00	1487.10	1.00	Capitalized Info Sys Equip
15604	000201	99	C2016215-13-TERMINALS	10-MAR-99	2.00	2,103.00	0.00	0.00	2102.00	1.00	Capitalized Info Sys Equip
15604	000201	99	C2016216-RISC 6000	10-MAR-99	2.00	1,092.96	0.00	0.00	1091.96	1.00	Capitalized Info Sys Equip
15604	000201	99	C2016217-TAPE DRIVE	10-MAR-99	2.00	864.00	0.00	0.00	863.00	1.00	Capitalized Info Sys Equip
15604	000201	94	C2019001-I/S SOFTWARE	10-JUL-94	5.00	6,014.11	0.00	0.00	6013.11	1.00	Capitalized Info Sys Equip
15820	000201	02	19685-KITCHEN DISPLAY	10-OCT-02	4.00	700.00	0.00	72.90	291.65	408.35	Modular Displays
15830	000201	88	C2018301-STORAGE	02-MAY-88	4.00	300.00	0.00	0.00	299.00	1.00	Showroom Renovation
15400	000250	00	16449-PHONE SYSTEM TOSH	10-JUN-00	6.00	13,024.22	180.89	904.45	8682.79	4341.43	Machinery & Equipmen
15400	000250	00	16462-STORAGE RACKS	10-FEB-00	6.00	16,590.00	230.42	1152.10	11981.68	4608.32	Machinery & Equipmen
15400	000250	00	16465-SECURITY SYSTEMF	10-MAR-00	6.00	1,064.90	14.79	73.95	754.29	310.61	Machinery & Equipmen
15400	000250	00	17325-SHINGLE CONVEYER	10-JUN-00	6.00	8,136.37	113.01	565.05	5424.27	2712.10	Machinery & Equipmen
15400	000250	88	C2504001-1 DOCKBOARD	02-MAY-88	3.00	34.92	0.00	0.00	33.92	1.00	Machinery & Equipmen
15400	000250	88	C2504003-SHELVING	02-MAY-88	3.00	64.13	0.00	0.00	63.13	1.00	Machinery & Equipmen
15400	000250	88	C2504004-6 WHESE TRUCKS	02-MAY-88	3.00	23.12	0.00	0.00	22.12	1.00	Machinery & Equipmen
15400	000250	88	C2504007-1 CONVEYOR	02-MAY-88	3.00	48.34	0.00	0.00	47.34	1.00	Machinery & Equipmen
15400	000250	88	C2504009-19 FIRE EXTING	02-MAY-88	3.00	26.33	0.00	0.00	25.33	1.00	Machinery & Equipmen
15400	000250	88	C2504011-SHELVING	02-MAY-88	3.00	474.33	0.00	0.00	473.33	1.00	Machinery & Equipmen
15400	000250	88	C2504016-1 PANEL SAW	02-MAY-88	3.00	24.08	0.00	0.00	23.08	1.00	Machinery & Equipmen
15400	000250	88	C2504021-FIRE EXTINGUIS	02-MAY-88	3.00	2.77	0.00	0.00	1.77	1.00	Machinery & Equipmen
15400	000250	88	C2504028-LOGO SIGN	02-MAY-88	3.00	237.83	0.00	0.00	236.83	1.00	Machinery & Equipmen
15400	000250	88	C2504029-BANDING EQUIPM	02-MAY-88	3.00	9.89	0.00	0.00	8.89	1.00	Machinery & Equipmen
15400	000250	88	C2504031-INT SIGNS & HO	02-MAY-88	3.00	16.70	0.00	0.00	15.70	1.00	Machinery & Equipmen
15400	000250	88	C2504038-2 PLATIFORM TRU	02-MAY-88	3.00	28.84	0.00	0.00	27.84	1.00	Machinery & Equipmen
15400	000250	88	C2504039-3 MAT HANDLING	02-MAY-88	3.00	31.21	0.00	0.00	30.21	1.00	Machinery & Equipmen
15400	000250	88	C2504042-STEEL SHELVING	02-MAY-88	3.00	339.64	0.00	0.00	338.64	1.00	Machinery & Equipmen
15400	000250	88	C2504043-BURGLAR FIRE A	02-MAY-88	3.00	258.94	0.00	0.00	257.94	1.00	Machinery & Equipmen
15400	000250	88	C2504044-PANEL CARTS	02-MAY-88	3.00	24.33	0.00	0.00	23.33	1.00	Machinery & Equipmen
15400	000250	88	C2504048-PALLET TRUCK	02-MAY-88	3.00	26.14	0.00	0.00	25.14	1.00	Machinery & Equipmen
15400	000250	88	C2504049-INSULATION BLO	02-MAY-88	3.00	47.40	0.00	0.00	46.40	1.00	Machinery & Equipmen
15400	000250	88	C2504050-INSULATION BLO	02-MAY-88	3.00	152.94	0.00	0.00	151.94	1.00	Machinery & Equipmen
15400	000250	88	C2504051-LOZIER SHELVIN	02-MAY-88	3.00	1,541.45	0.00	0.00	1540.45	1.00	Machinery & Equipmen
15400	000250	88	C2504052-1 CONVEYOR	02-MAY-88	3.00	42.57	0.00	0.00	41.57	1.00	Machinery & Equipmen
15400	000250	88	C2504053-TRUCKS	02-MAY-88	3.00	17.07	0.00	0.00	16.07	1.00	Machinery & Equipmen
15400	000250	88	C2504054-PANEL TRUCK	02-MAY-88	3.00	6.65	0.00	0.00	5.65	1.00	Machinery & Equipmen
15400	000250	88	C2504056-LOZIER SHELVIN	02-MAY-88	6.00	1,301.56	0.00	0.00	1300.56	1.00	Machinery & Equipmen

TRADEMARK

REEL: 004193 FRAME: 0193

Schedule 1(c)
Owned Equipment

Asset ID	Description	Acq. Date	Life	Cost	Depreciation	Book Value	Category
15400 000250 88	C2504057-LOZIER	02-MAY-88	6.00	1,012.10	0.00	1,011.10	1.00 Machinery & Equipment
15400 000250 88	C2504058-AIR CONDITIONE	02-MAY-88	6.00	1,232.47	0.00	1,231.47	1.00 Machinery & Equipment
15400 000250 88	C2504060-LOZIER	01-SEP-88	7.00	13,487.31	0.00	13,486.31	1.00 Machinery & Equipment
15400 000250 89	C2504065-SHINGLE CONVEY	01-JUN-89	6.00	5,437.76	0.00	5,436.76	1.00 Machinery & Equipment
15400 000250 89	C2504066-INSULATION BLO	01-NOV-89	6.00	1,107.23	0.00	1,106.23	1.00 Machinery & Equipment
15400 000250 91	C2504067-INSULATION BLO	01-FEB-91	6.00	1,686.15	0.00	1,685.15	1.00 Machinery & Equipment
15400 000250 95	C2504068-RADIOS	10-FEB-95	6.00	5,396.25	0.00	5,395.25	1.00 Machinery & Equipment
15400 000250 88	C2504069-1 REYNOLDS TRU	02-MAY-88	3.00	6.56	0.00	5.56	1.00 Machinery & Equipment
15400 000250 88	C2504070-1 PANEL SAW	02-MAY-88	3.00	24.64	0.00	23.64	1.00 Machinery & Equipment
15400 000250 88	C2504071-20 SHINGLE CON	02-MAY-88	3.00	38.78	0.00	37.78	1.00 Machinery & Equipment
15400 000250 88	C2504072-RADIAL ARM SAW	02-MAY-88	6.00	601.79	0.00	600.79	1.00 Machinery & Equipment
15400 000250 89	C2504073-SHINGLE CONVEY	01-APR-89	6.00	5,481.95	0.00	5,480.95	1.00 Machinery & Equipment
15400 000250 97	C2504075-BUYOUT RADIOS	10-SEP-97	2.00	987.00	0.00	986.00	1.00 Machinery & Equipment
15502 000250 01	17512-03-2359 2000 FORD	10-FEB-01	5.00	39,042.79	650.71	26028.46	1.00 Machinery & Equipment
15502 000250 04	20564-02-0408 BOOM TRUC	29-MAY-04	5.00	1.00	0.02	0.02	0.98 Highway Trucks
15502 000250 88	C2505215-UNIT 15 0076	02-MAY-88	5.00	3,162.26	0.00	3,161.26	1.00 Highway Trucks
15503 000250 88	C2505301-USED UNIT 11 0	02-MAY-88	2.06	1.00	0.00	0.00	1.00 Trailers
15504 000250 01	19129- CONVEYOR FOR BOO	10-JAN-01	5.06	3,199.21	48.47	1987.36	1211.85 Lift Trucks
15504 000250 91	C2505412-RBUILD 05 065	10-DEC-91	2.00	0.00	0.00	0.00	0.00 Lift Trucks
15504 000250 94	C2505414-#20 07-0050 HY	F 07-OCT-94	2.00	0.00	0.00	0.00	0.00 Lift Trucks
15600 000250 99	14527-EP2010 COPIER	10-JUN-99	5.00	2,493.59	41.60	2,493.59	0.00 Office Equipment
15600 000250 00	16250-BLUEPRINT COPIER	15-MAR-00	5.00	2,947.00	49.12	2,504.96	442.04 Office Equipment
15600 000250 88	C2506001-WATER COOLER	02-MAY-88	2.06	11.76	0.00	10.76	1.00 Office Equipment
15600 000250 88	C2506002-3 DESKS 3CHAIR	02-MAY-88	2.06	63.62	0.00	62.62	1.00 Office Equipment
15600 000250 88	C2506011-1 FIRE FILE	02-MAY-88	2.06	10.43	0.00	9.43	1.00 Office Equipment
15600 000250 88	C2506024-VIDEO TAPE & T	02-MAY-88	2.06	8.02	0.00	7.02	1.00 Office Equipment
15600 000250 88	C2506025-1 FILE	02-MAY-88	2.06	89.80	0.00	88.80	1.00 Office Equipment
15600 000250 88	C2506027-CHAIR	02-MAY-88	2.06	7.83	0.00	6.83	1.00 Office Equipment
15600 000250 88	C2506028-DESK	02-MAY-88	2.06	6.31	0.00	5.31	1.00 Office Equipment
15600 000250 88	C2506029-COPIER	02-MAY-88	2.06	5.81	0.00	4.81	1.00 Office Equipment
15600 000250 88	C2506030-FILE	02-MAY-88	2.06	625.79	0.00	624.79	1.00 Office Equipment
15600 000250 88	C2506031-DESK & FILE	02-MAY-88	2.06	2.70	0.00	1.70	1.00 Office Equipment
15600 000250 94	C2506036-VCR	10-DEC-94	5.00	17.22	0.00	16.22	1.00 Office Equipment
15600 000250 88	C2506037-1 SIDE ARM SWI	02-MAY-88	2.06	639.80	0.00	638.80	1.00 Office Equipment
15600 000250 88	C2506038-1 FILE	02-MAY-88	2.06	5.12	0.00	4.12	1.00 Office Equipment
15600 000250 88	C2506039-1 FILE	02-MAY-88	2.06	9.07	0.00	8.07	1.00 Office Equipment
15600 000250 88	C2506040-CHAIR	02-MAY-88	2.06	1.00	0.00	0.00	1.00 Office Equipment
15601 000250 00	17089-FRAME RELAY	10-SEP-00	2.06	3.68	0.00	2.68	1.00 Office Equipment
15602 000250 99	14943-COMPAQ DESKPRO EN	10-AUG-99	3.00	5,057.54	0.00	5,057.54	0.00 Data Handling Equip
15602 000250 99	15022-LATITUDE CPE300 P	10-AUG-99	3.00	2,484.63	0.00	2,484.63	0.00 Infor Systems Equip
15602 000250 99	15198-LATITUDE CPE300 P	10-SEP-99	3.00	3,732.51	0.00	3,732.51	0.00 Infor Systems Equip
15602 000250 01	17411-LATITUDE LS H500S	T 10-JAN-01	3.00	2,887.89	0.00	2,887.89	0.00 Infor Systems Equip
15602 000250 01	17496-LATITUDE C600 P3-	10-FEB-01	3.00	0.00	0.00	0.00	0.00 Infor Systems Equip
15602 000250 01			3.00	3,206.05	89.04	3,206.05	

Schedule 1(c)
Owned Equipment

15602	000250	01	17499-NETVISTA A40 P3-8	10-MAR-01	3.00	2,245.28	0.00	124.76	2245.28	0.00	1.00	Infor Systems Equip
15602	000250	01	17506-WIMS SOFTWARE PRO	10-MAR-01	3.00	1,627.00	0.00	90.44	1627.00	0.00	1.00	Infor Systems Equip
15602	000250	01	19214-LATITUDE C600 700	15-FEB-01	3.00	3,945.98	0.00	109.63	3945.98	0.00	1.00	Infor Systems Equip
15602	000250	01	19373-LATITUDE C600 700	15-FEB-01	3.00	3,124.75	0.00	86.81	3124.75	0.00	1.00	Infor Systems Equip
15602	000250	02	19792-DELL DESKTOP	10-DEC-02	1.06	0.00	0.00	0.00	0.00	0.00	1.00	Infor Systems Equip
15602	000250	98	C2506203-DELL P5MMX PC	10-MAR-98	3.00	3,018.35	0.00	0.00	3017.35	0.00	1.00	Infor Systems Equip
15602	000250	99	C2506208-IBM E74	10-APR-99	3.00	2,798.99	0.00	0.00	2797.99	0.00	1.00	Infor Systems Equip
15603	000250	99	14879-PICK D3	10-AUG-99	3.00	1,157.96	0.00	0.00	1157.96	0.00	1.00	Capitalized Software
15603	000250	98	C2506301-2020 DESIGN	10-MAR-98	3.00	1,445.98	0.00	0.00	1444.98	0.00	1.00	Capitalized Software
15603	000250	99	C2506302-AIX VERSION 4	10-MAR-99	3.00	290.74	0.00	0.00	289.74	0.00	1.00	Capitalized Software
15604	000250	93	C2506201-486D X 33 PC	10-MAY-93	5.00	0.00	0.00	0.00	0.00	0.00	1.00	Capitalized Info Sys Equip
15604	000250	94	C2506202-486DX33PC	10-FEB-94	5.00	0.00	0.00	0.00	0.00	0.00	1.00	Capitalized Info Sys Equip
15604	000250	98	C2506204-8-PRINTERS	10-DEC-98	2.00	972.88	0.00	0.00	971.88	0.00	1.00	Capitalized Info Sys Equip
15604	000250	98	C2506205-10-TERMINALS	10-DEC-98	2.00	1,586.30	0.00	0.00	1585.30	0.00	1.00	Capitalized Info Sys Equip
15604	000250	98	C2506207-TAPE DRIVE	10-DEC-98	2.00	1,070.19	0.00	0.00	1069.19	0.00	1.00	Capitalized Info Sys Equip
15604	000250	88	C2508225-DOOR & WINDOW	01-SEP-88	4.00	1,928.64	0.00	0.00	1927.64	0.00	1.00	Capitalized Info Sys Equip
15820	000250	88	C2508301-FEDERAL SAFETY	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	1.00	Modular Displays
15830	000250	88	C2508302-WHSE RENOVATIO	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	1.00	Showroom Renovation
15830	000250	88	C2508303-OFFICE EXPANSI	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	1.00	Showroom Renovation
15400	000294	99	14506-RACKING	10-JUN-99	6.00	9,434.51	131.03	655.15	7861.96	1572.55	1.00	Machinery & Equipmen
15400	000294	88	C2944001-4 SHOPPINGCART	02-MAY-88	3.00	8.01	0.00	0.00	7.01	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944002-1 FLAGPOLE	02-MAY-88	3.00	21.11	0.00	0.00	20.11	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944005-SHELVING	02-MAY-88	3.00	346.12	0.00	0.00	345.12	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944010-1 PANEL SAW	02-MAY-88	3.00	24.93	0.00	0.00	23.93	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944016-FIRE EXTINGUIS	02-MAY-88	3.00	21.07	0.00	0.00	20.07	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944017-WHSE TRUCKS	02-MAY-88	3.00	25.73	0.00	0.00	24.73	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944023-EXTERIOR SIGNS	02-MAY-88	3.00	449.78	0.00	0.00	448.78	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944026-PANEL RACKS	02-MAY-88	3.00	149.05	0.00	0.00	148.05	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944030-COUNTERS	02-MAY-88	3.00	50.60	0.00	0.00	49.60	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944038-PANEL RACK	02-MAY-88	3.00	150.00	0.00	0.00	149.00	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944041-PERIMETER SIGN	02-MAY-88	3.00	7.16	0.00	0.00	6.16	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944043-SHELVING	02-MAY-88	3.00	23.54	0.00	0.00	22.54	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944045-SHELVING	02-MAY-88	3.00	29.75	0.00	0.00	28.75	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944046-SHELVING	02-MAY-88	3.00	51.87	0.00	0.00	50.87	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944049-2 WHSE TRUCKS	02-MAY-88	3.00	21.35	0.00	0.00	20.35	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944050-48IN SERVICE C	02-MAY-88	3.00	14.20	0.00	0.00	13.20	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944053-INSULATION BLO	02-MAY-88	3.00	62.68	0.00	0.00	61.68	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944054-STORAGE RACK	02-MAY-88	3.00	110.53	0.00	0.00	109.53	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944055-BURGLAR FIRE A	02-MAY-88	3.00	282.63	0.00	0.00	281.63	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944059-LOZIER SHELVIN	02-MAY-88	3.00	186.16	0.00	0.00	185.16	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944060-SHELVING	02-MAY-88	3.00	38.05	0.00	0.00	37.05	1.00	1.00	Machinery & Equipmen
15400	000294	88	C2944061-INTERCOM	02-MAY-88	6.00	2,566.56	0.00	0.00	2565.56	1.00	1.00	Machinery & Equipmen

Schedule 1(c)
Owned Equipment

15400	000294	88	C2944062-INSULATION BLO	02-MAY-88	6.00	566.15	0.00	0.00	565.15	1.00	Machinery & Equipment
15400	000294	88	C2944064-STORAGE RACKS	02-MAY-88	6.00	854.20	0.00	0.00	853.20	1.00	Machinery & Equipment
15400	000294	88	C2944065-CHECK OUT COUN	02-MAY-88	6.00	885.62	0.00	0.00	884.62	1.00	Machinery & Equipment
15400	000294	89	C2944069-PHONE SYSTEM	01-JUN-89	6.00	4,917.76	0.00	0.00	4,916.76	1.00	Machinery & Equipment
15400	000294	90	C2944071-2 INSULATION B	01-JUN-90	6.00	2,999.85	0.00	0.00	2,998.85	1.00	Machinery & Equipment
15400	000294	91	C2944072-LOZIER 90IN	01-JUL-91	6.00	6,214.73	0.00	0.00	6,213.73	1.00	Machinery & Equipment
15400	000294	94	C2944076-USED RACKING	10-NOV-94	6.00	5,218.08	0.00	0.00	5,217.08	1.00	Machinery & Equipment
15400	000294	97	C2944077-126 CONVEYOR	10-AUG-97	6.00	2,030.11	0.00	0.00	2,029.11	1.00	Machinery & Equipment
15400	000294	98	C2944078-BUYOUT RADIOS	10-JUL-98	2.00	618.76	0.00	0.00	617.76	1.00	Machinery & Equipment
15400	000294	91	C2944999-SECURITY CASES	01-JAN-91	6.00	260.31	0.00	0.00	259.31	1.00	Machinery & Equipment
15501	000294	00	16026-08-1195	N 29-JAN-00	3.00	1.00	0.00	0.00	0.00	1.00	Automobiles
15502	000294	04	20581-15-0087 CONTAINER	29-MAY-04	5.00	1.00	0.02	0.02	0.02	0.98	Highway Trucks
15502	000294	88	C2945206-UU 10 0061	02-MAY-88	2.06	501.04	0.00	0.00	500.04	1.00	Highway Trucks
15502	000294	88	C2945207-UNIT 15 0050	02-MAY-88	2.06	2,162.76	0.00	0.00	2,161.76	1.00	Highway Trucks
15502	000294	96	C2945214-15-0062 / CONT	01-FEB-96	7.00	1.00	0.00	0.00	0.00	1.00	Highway Trucks
15600	000294	03	20388-MNOLTA COPIER	18-DEC-03	5.00	2,327.50	193.95	0.00	2,715.3	2055.97	Office Equipment
15600	000294	88	C2946001-CHAIRS FILES T	02-MAY-88	2.06	63.81	0.00	0.00	62.81	1.00	Office Equipment
15600	000294	88	C2946004-1 FIRE FILE	02-MAY-88	2.06	21.05	0.00	0.00	20.05	1.00	Office Equipment
15600	000294	88	C2946006-6 CHAIRS	02-MAY-88	2.06	9.65	0.00	0.00	8.65	1.00	Office Equipment
15600	000294	88	C2946007-1 TABLE	02-MAY-88	2.06	5.46	0.00	0.00	4.46	1.00	Office Equipment
15600	000294	88	C2946008-DESK CHAIR TAB	02-MAY-88	2.06	23.04	0.00	0.00	22.04	1.00	Office Equipment
15600	000294	88	C2946010-1 DESK	02-MAY-88	2.06	11.74	0.00	0.00	10.74	1.00	Office Equipment
15600	000294	88	C2946015-4 FILES	02-MAY-88	2.06	31.38	0.00	0.00	30.38	1.00	Office Equipment
15600	000294	88	C2946016-2 DESKS 4 CHAI	02-MAY-88	2.06	59.10	0.00	0.00	58.10	1.00	Office Equipment
15600	000294	88	C2946021-VIDEO TAPE & T	02-MAY-88	2.06	89.80	0.00	0.00	88.80	1.00	Office Equipment
15600	000294	91	C2946024-OFFICE FURNITU	01-JUL-91	5.00	537.76	0.00	0.00	536.76	1.00	Office Equipment
15600	000294	94	C2946026-VCR	10-DEC-94	5.00	642.83	0.00	0.00	641.83	1.00	Office Equipment
15601	000294	00	17100-FRAME RELAY	10-SEP-00	3.06	4,092.82	194.89	0.00	4,092.82	0.00	Data Handling Equip
15601	000294	03	19970-S991 INFRASPECTU	10-JAN-03	5.00	326.49	27.20	0.00	92.50	233.99	Data Handling Equip
15602	000294	99	14942-COMPAQ DESKPRO EN	10-AUG-99	3.00	2,384.63	0.00	0.00	2,384.63	0.00	Infor Systems Equip
15602	000294	99	15030-COMPAQ DESKPRO EN	10-AUG-99	3.00	2,484.63	0.00	0.00	2,484.63	0.00	Infor Systems Equip
15602	000294	99	15031-COMPAQ DESKPRO EN	10-AUG-99	3.00	2,484.63	0.00	0.00	2,484.63	0.00	Infor Systems Equip
15602	000294	97	C2946205-DELL P166 PC	10-AUG-97	3.00	0.00	0.00	0.00	0.00	0.00	Capitalized Software
15603	000294	97	14868-PICK D3	10-AUG-99	3.00	1,065.30	0.00	0.00	1,065.30	0.00	Capitalized Software
15603	000294	00	16696-WIMS SOFTWARE	10-JUL-00	3.00	1,303.00	0.00	0.00	1,303.00	0.00	Capitalized Software
15603	000294	00	16958-2020 TECH SOFTWARE	10-SEP-00	3.00	2,293.13	0.00	0.00	2,293.13	0.00	Capitalized Software
15604	000294	99	15170-IBM HDWR UPGRADE	10-SEP-99	5.00	1,482.30	24.70	0.00	1,408.15	74.15	Capitalized Info Sys Equip
15604	000294	03	20296-INSTORE CENTRALIZ	10-APR-03	5.00	4,062.32	67.70	0.00	947.84	3,114.48	Capitalized Info Sys Equip
15604	000294	93	C2946201-486D X 33 PC	10-APR-93	5.00	2,639.25	0.00	0.00	2,638.25	1.00	Capitalized Info Sys Equip
15604	000294	93	C2946202-486D X 33 PC	10-APR-93	5.00	2,639.25	0.00	0.00	2,638.25	1.00	Capitalized Info Sys Equip
15604	000294	94	C2946203-486D X 33 PC	10-APR-94	5.00	2,284.26	0.00	0.00	2,283.26	1.00	Capitalized Info Sys Equip
15604	000294	95	C2946204-486D X 33 PC	10-AUG-94	5.00	4,400.40	0.00	0.00	4,399.40	1.00	Capitalized Info Sys Equip
15604	000294	95	C2946204-1P755C PC	10-JUL-95	5.00	1,339.86	0.00	0.00	1,338.86	1.00	Capitalized Info Sys Equip
15604	000294	98	C2946206-11 PRINTERS	10-JUL-98	2.00	2,713.60	0.00	0.00	2,712.60	1.00	Capitalized Info Sys Equip
15604	000294	98	C2946207-16 TERMINALS	10-JUL-98	2.00	2,713.60	0.00	0.00	2,712.60	1.00	Capitalized Info Sys Equip

Schedule 1(c)

Owned Equipment

15604	000294	98	C2946210-IBM PRINTER	10-DEC-98	2.00	122.48	0.00	0.00	121.48	1.00	Capitalized Info Sys Equip
15604	000294	99	C2946211-IBM PRINTER	10-MAY-99	2.00	121.90	0.00	0.00	120.90	1.00	Capitalized Info Sys Equip
15604	000294	93	C2949001-J/S SOFTWARE	10-OCT-93	5.00	4,977.31	0.00	0.00	4976.31	1.00	Capitalized Info Sys Equip
15820	000294	88	C2948201-LUMBER RACK	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Modular Displays
15820	000294	88	C2948207-LIGHT FIXTURE	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Modular Displays
15820	000294	88	C2948218-SIGN KIT	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Modular Displays
15820	000294	88	C2948219-GARAGE DISPLAY	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Modular Displays
15820	000294	88	C2948220-METAL A FRAME	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Modular Displays
15820	000294	88	C2948226-METAL A FRAME	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Modular Displays
15820	000294	88	C2948232-GARAGE DISPLAY	02-MAY-88	4.00	2,007.34	0.00	0.00	2006.34	1.00	Modular Displays
15820	000294	88	C2948233-DISPLAYS	01-OCT-89	4.00	1,813.76	0.00	0.00	1812.76	1.00	Modular Displays
15820	000294	89	C2948234-WINDOW & DOOR	01-NOV-89	4.00	2,050.95	0.00	0.00	2049.95	1.00	Modular Displays
15830	000294	88	C2948301-STORAGE DECK	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Showroom Renovation
15830	000294	88	C2948302-WHSE DECK	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Showroom Renovation
15830	000294	88	C2948303-LUNCHROOM	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Showroom Renovation
15830	000294	88	C2948304-1 WAREHOUSE DE	02-MAY-88	2.00	1.00	0.00	0.00	0.00	1.00	Showroom Renovation
15300	000315	00	17274-30'X200'X24' W/O	10-OCT-00	39.00	102,615.00	219.26	1096.30	9647.54	92967.46	Buildings
15300	000315	00	17275-ENLARGE WAREHOUSE	10-DEC-00	15.00	21,200.27	117.78	588.90	4946.74	16253.53	Buildings
15300	000315	01	18977-EXTERIOR PIPE AND	10-FEB-01	15.00	7,024.51	39.02	195.10	1560.97	5463.54	Buildings
15300	000315	88	C3153001-BUILDING COST	02-MAY-88	31.06	3,918.40	10.36	51.80	2022.27	1896.13	Buildings
15300	000315	88	C3153002-MAIN BUILDING	02-MAY-88	31.06	92,171.60	243.84	1219.20	47585.02	44586.58	Buildings
15300	000315	88	C3153003-UMBRELLA BLDG	02-MAY-88	31.06	3,800.00	10.05	50.25	1961.27	1838.73	Buildings
15300	000315	88	C3153004-3 SIDED STORAG	02-MAY-88	31.06	4,750.00	12.56	62.80	2451.60	2298.40	Buildings
15300	000315	88	C3153005-WHISE DECK	02-MAY-88	31.06	888.94	2.35	11.75	458.44	430.50	Buildings
15311	000315	99	15627-HVAC	10-NOV-99	15.00	3,900.80	24.55	122.75	831.46	3069.34	Buildings Improvements
15311	000315	02	19594-LIGHTING DOCK AN	10-SEP-02	15.00	8,250.00	45.83	229.15	962.48	7287.52	Buildings Improvements
15311	000315	02	19824-T-SHED ROOF	10-DEC-02	15.00	11,522.07	62.90	314.50	1132.20	10189.87	Buildings Improvements
15311	000315	89	C3153006-HVAC	01-OCT-89	20.00	17,618.00	120.53	602.65	9902.95	7715.05	Buildings Improvements
15400	000315	00	16441-RACKS W/ CONCRETE	10-MAY-00	6.00	19,758.45	274.42	1372.10	13446.69	6311.76	Machinery & Equipment
15400	000315	00	16467-RACKS-KRAUTER STO	10-JUN-00	6.00	3,012.55	41.84	209.20	2008.35	1004.20	Machinery & Equipment
15400	000315	00	16924-TOSHIBA PHONE SYS	10-JUN-00	6.00	15,317.00	212.74	1063.70	10211.34	5105.66	Machinery & Equipment
15400	000315	00	17007-STEEL RACKING	10-OCT-00	6.00	8,480.01	117.78	588.90	5182.23	3297.78	Machinery & Equipment
15400	000315	01	17615-RACKING	10-FEB-01	6.00	2,128.00	29.55	147.75	1182.13	945.87	Machinery & Equipment
15400	000315	01	19166-ADD TAX TO 17615	10-APR-01	6.00	127.68	1.77	8.85	67.37	60.31	Machinery & Equipment
15400	000315	88	C3154004-1 PANEL SAW	02-MAY-88	3.00	26.60	0.00	0.00	25.60	1.00	Machinery & Equipment
15400	000315	88	C3154014-FIRE EXTINGUIS	02-MAY-88	3.00	15.68	0.00	0.00	14.68	1.00	Machinery & Equipment
15400	000315	88	C3154016-SERVICE COUNT	02-MAY-88	3.00	8.22	0.00	0.00	7.22	1.00	Machinery & Equipment
15400	000315	88	C3154017-WHISE CARTS	02-MAY-88	3.00	27.76	0.00	0.00	26.76	1.00	Machinery & Equipment
15400	000315	88	C3154018-COUNTERS	02-MAY-88	3.00	77.10	0.00	0.00	76.10	1.00	Machinery & Equipment
15400	000315	88	C3154029-EXTERIOR SIGNS	02-MAY-88	3.00	794.95	0.00	0.00	793.95	1.00	Machinery & Equipment
15400	000315	88	C3154036-FLAGS & POLE	02-MAY-88	3.00	22.68	0.00	0.00	21.68	1.00	Machinery & Equipment
15400	000315	88	C3154067-FIRE ALARM	02-MAY-88	6.00	471.27	0.00	0.00	470.27	1.00	Machinery & Equipment
15400	000315	88	C3154068-SECURITY ALARM	02-MAY-88	6.00	757.50	0.00	0.00	756.50	1.00	Machinery & Equipment

TRADEMARK

REEL: 004193 FRAME: 0197

Schedule 1(c)
Owned Equipment

15400	000315	89	C3154069-LOZIER	01-MAR-89	6.00	3,913.45	0.00	0.00	3912.43	1.00	Machinery & Equipment
15502	000315	03	20255-02-0453 / 95 24'	17-OCT-03	2.06	1,183.00	39.43	197.15	315.45	867.55	Highway Trucks
15600	000315	00	16914-PANASONIC FAX MAC	10-MAY-00	5.00	1,976.90	32.95	164.75	1614.48	362.42	Office Equipment
15600	000315	02	19625-MINOLTA DII83 COP	10-OCT-02	5.00	2,424.22	40.40	202.00	808.05	1616.17	Office Equipment
15600	000315	88	C3156002-OFFICE FURNITU	02-MAY-88	2.06	144.10	0.00	0.00	143.10	1.00	Office Equipment
15600	000315	88	C3156004-1 FIRE FILE	02-MAY-88	2.06	21.33	0.00	0.00	20.33	1.00	Office Equipment
15600	000315	88	C3156013-2 TABLES 6 CHA	02-MAY-88	2.06	16.38	0.00	0.00	15.38	1.00	Office Equipment
15600	000315	88	C3156014-WATERCOOLER	02-MAY-88	2.06	15.81	0.00	0.00	14.81	1.00	Office Equipment
15600	000315	88	C3156020-DESK FILE CHAI	02-MAY-88	2.06	48.89	0.00	0.00	47.89	1.00	Office Equipment
15600	000315	88	C3156023-VIDEO TAPE & T	02-MAY-88	2.06	91.50	0.00	0.00	90.50	1.00	Office Equipment
15600	000315	94	C3156027-VCR	10-DEC-94	5.00	642.57	0.00	0.00	641.57	1.00	Office Equipment
15600	000315	95	C3156028-COPIER MINOLTA	10-MAY-95	5.00	2,595.94	0.00	0.00	2594.94	1.00	Office Equipment
15601	000315	00	17106-FRAME RELAY	10-SEP-00	3.06	4,647.82	0.00	221.36	4647.82	0.00	Data Handling Equip
15602	000315	99	14946-COMPAQ DESKPRO EN	10-AUG-99	3.00	2,484.63	0.00	0.00	2484.63	0.00	Infor Systems Equip
15602	000315	00	16105-NOTEBOOK PC P3-50	23-FEB-00	3.00	2,010.59	0.00	0.00	2010.59	0.00	Infor Systems Equip
15602	000315	00	16212-DESKPRO P3-550	01-APR-00	3.00	2,883.89	0.00	0.00	2883.89	0.00	Infor Systems Equip
15602	000315	00	16438-DESKPRO P3-550	10-MAY-00	3.00	2,477.11	0.00	0.00	2477.11	0.00	Infor Systems Equip
15602	000315	00	16451-DELL CPIA366ST	10-MAY-00	3.00	3,300.38	0.00	0.00	3300.38	0.00	Infor Systems Equip
15602	000315	01	19139-NETVISTA A40 P3-8	10-AUG-01	3.00	1,426.18	39.62	198.10	1346.97	79.21	Infor Systems Equip
15602	000315	02	19799-DELL DESKTOP	10-DEC-02	1.06	624.80	34.72	173.56	624.80	0.00	Infor Systems Equip
15602	000315	02	19800-DELL LAPTOP	10-DEC-02	1.06	375.00	20.85	104.17	375.00	0.00	Infor Systems Equip
15603	000315	99	14969-PICK D3	10-AUG-99	3.00	1,065.30	0.00	0.00	1065.30	0.00	Capitalized Software
15603	000315	01	17505-WIMS SOFTWARE	10-MAR-01	3.00	1,627.00	0.00	90.44	1627.00	0.00	Capitalized Software
15603	000315	99	C3156301-AIX VERSION 4	10-MAR-99	3.00	290.74	0.00	0.00	289.74	1.00	Capitalized Software
15604	000315	02	19578-ENGINEERING COPIE	10-SEP-02	5.00	5,361.07	89.35	446.75	1876.36	3484.71	Capitalized Info Sys Equip
15604	000315	98	C3156205-HP 450C PLOTTE	10-JUN-98	5.00	745.43	0.00	0.00	744.43	1.00	Capitalized Info Sys Equip
15604	000315	98	C3156206-9-PRINTERS	10-DEC-98	2.00	1,097.10	0.00	0.00	1096.10	1.00	Capitalized Info Sys Equip
15604	000315	98	C3156207-15-TERMINALS	10-DEC-98	2.00	2,585.00	0.00	0.00	2384.00	1.00	Capitalized Info Sys Equip
15604	000315	98	C3156208-RISC 6000	10-DEC-98	2.00	1,072.72	0.00	0.00	1071.72	1.00	Capitalized Info Sys Equip
15604	000315	98	C3156209-TAPE DRIVE	10-DEC-98	2.00	678.40	0.00	0.00	677.40	1.00	Capitalized Info Sys Equip
15604	000315	98	C3156210-IBM PRINTER	10-DEC-98	2.00	111.75	0.00	0.00	110.75	1.00	Capitalized Info Sys Equip
15604	000315	94	C3159001-I/S SOFTWARE	10-JUL-94	5.00	5,058.31	0.00	0.00	5057.31	1.00	Capitalized Info Sys Equip
15820	000315	00	17023-CABINET DISPLAY	10-AUG-00	4.00	4,804.43	100.09	500.45	4604.21	200.22	Modular Displays
15830	000315	90	C3158234-GARAGE DISPLAY	01-JUL-90	4.00	3,918.43	0.00	0.00	3917.43	1.00	Modular Displays
15830	000315	00	17149-CUBICLES IN SHOWR	10-MAY-00	4.00	2,548.13	0.00	212.30	2548.13	0.00	Showroom Renovation
15830	000315	88	C3158302-SECURITY LIGHT	02-MAY-88	2.00	33.91	0.00	0.00	32.91	1.00	Showroom Renovation
15400	000414	88	C0604068-SHINGLE CONVEY	02-MAY-88	6.00	1,308.08	0.00	0.00	1307.08	1.00	Machinery & Equipment
15400	000414	88	C2034039-BANDING EQUIPM	02-MAY-88	3.00	23.20	0.00	0.00	22.20	1.00	Machinery & Equipment
15400	000414	88	C4144009-RADIAL SAW GUA	02-MAY-88	3.00	1.00	0.00	0.00	0.00	1.00	Machinery & Equipment
15400	000414	88	C4144018-STEEL SHELVING	02-MAY-88	3.00	370.59	0.00	0.00	369.59	1.00	Machinery & Equipment
15400	000414	88	C4144019-STEEL SHELVING	02-MAY-88	3.00	213.37	0.00	0.00	212.37	1.00	Machinery & Equipment
15400	000414	88	C4144020-INSULATION BLO	02-MAY-88	3.00	44.71	0.00	0.00	43.71	1.00	Machinery & Equipment
15400	000414	88	C4144021-STEEL SHELVING	02-MAY-88	3.00	132.82	0.00	0.00	131.82	1.00	Machinery & Equipment

Schedule 1(c)
Owned Equipment

15400	000414	88	C4144022-CUSTOMER SERV	02-MAY-88	3.00	99.00	0.00	0.00	98.00	1.00	Machinery & Equipment
15400	000414	88	C4144023-1 SET ALUM LET	02-MAY-88	3.00	39.67	0.00	0.00	38.67	1.00	Machinery & Equipment
15400	000414	88	C4144024-CASHIER SERV/C	02-MAY-88	3.00	60.42	0.00	0.00	59.42	1.00	Machinery & Equipment
15400	000414	88	C4144025-2 SERVICE COUN	02-MAY-88	3.00	89.15	0.00	0.00	88.15	1.00	Machinery & Equipment
15400	000414	88	C4144026-LITERATURE RAC	02-MAY-88	3.00	42.00	0.00	0.00	41.00	1.00	Machinery & Equipment
15400	000414	88	C4144027-SITE SIGN LIGH	02-MAY-88	3.00	593.08	0.00	0.00	592.08	1.00	Machinery & Equipment
15400	000414	88	C4144028-STEEL SHELVING	02-MAY-88	3.00	1,249.31	0.00	0.00	1248.31	1.00	Machinery & Equipment
15400	000414	88	C4144029-SHINGLE CONVEY	02-MAY-88	3.00	69.82	0.00	0.00	68.82	1.00	Machinery & Equipment
15400	000414	88	C4144030-EXTERIOR PROD	02-MAY-88	3.00	54.32	0.00	0.00	53.32	1.00	Machinery & Equipment
15400	000414	88	C4144033-SHELVING	02-MAY-88	3.00	55.09	0.00	0.00	54.09	1.00	Machinery & Equipment
15400	000414	88	C4144034-SHELVING	02-MAY-88	3.00	297.23	0.00	0.00	296.23	1.00	Machinery & Equipment
15400	000414	88	C4144035-SHELVING	02-MAY-88	3.00	13.29	0.00	0.00	12.29	1.00	Machinery & Equipment
15400	000414	88	C4144036-INSULATION BLO	02-MAY-88	3.00	54.00	0.00	0.00	53.00	1.00	Machinery & Equipment
15400	000414	88	C4144039-3 CARPET RACKS	02-MAY-88	3.00	61.74	0.00	0.00	60.74	1.00	Machinery & Equipment
15400	000414	88	C4144042-1 CARPET RACK	02-MAY-88	3.00	10.91	0.00	0.00	9.91	1.00	Machinery & Equipment
15400	000414	88	C4144043-1 PANEL SAW	02-MAY-88	3.00	24.08	0.00	0.00	23.08	1.00	Machinery & Equipment
15400	000414	88	C4144047-SITE SIGN FR 1	02-MAY-88	3.00	82.11	0.00	0.00	81.11	1.00	Machinery & Equipment
15400	000414	88	C4144052-WHSE TRUCKS FR	02-MAY-88	3.00	19.28	0.00	0.00	18.28	1.00	Machinery & Equipment
15400	000414	88	C4144065-INTERCOM SYSTE	02-MAY-88	3.00	1,050.90	0.00	0.00	1049.90	1.00	Machinery & Equipment
15400	000414	88	C4144066-LOZIER SHELVIN	02-MAY-88	3.00	1,754.70	0.00	0.00	1753.70	1.00	Machinery & Equipment
15400	000414	88	C4144069-15 A FRAMES	02-MAY-88	3.00	69.70	0.00	0.00	68.70	1.00	Machinery & Equipment
15400	000414	88	C4144071-AIR CONDITIONE	02-MAY-88	6.00	455.45	0.00	0.00	454.45	1.00	Machinery & Equipment
15400	000414	88	C4144072-POWER WASHER	02-MAY-88	6.00	622.24	0.00	0.00	621.24	1.00	Machinery & Equipment
15400	000414	88	C4144073-SHINGLE CONVEY	02-MAY-88	6.00	2,713.99	0.00	0.00	2712.99	1.00	Machinery & Equipment
15400	000414	88	C4144074-YARD PHONES	01-MAY-88	6.00	1,804.16	0.00	0.00	1803.16	1.00	Machinery & Equipment
15400	000414	89	C4144075-PHONE SYSTEM	01-JUN-89	6.00	6,851.97	0.00	0.00	6850.97	1.00	Machinery & Equipment
15400	000414	89	C4144076-VINYL RACK	01-AUG-89	6.00	640.50	0.00	0.00	639.50	1.00	Machinery & Equipment
15400	000414	90	C4144079-TABLE SAW	01-DEC-90	6.00	545.36	0.00	0.00	544.36	1.00	Machinery & Equipment
15400	000414	90	C4144080-PAINT SHAKER	01-DEC-90	6.00	27.49	0.00	0.00	26.49	1.00	Machinery & Equipment
15400	000414	92	C4144081-INSULATION BLO	01-APR-92	6.00	1,808.60	0.00	0.00	1807.60	1.00	Machinery & Equipment
15400	000414	93	C4144082-INSUL BLOWER	10-APR-93	6.00	1,812.51	0.00	0.00	1811.51	1.00	Machinery & Equipment
15400	000414	98	C4144083-BUYOUT RADIOS	10-JAN-98	2.00	631.25	0.00	0.00	630.25	1.00	Machinery & Equipment
15400	000414	91	C4144999-SECURITY CASES	01-OCT-91	6.00	372.54	0.00	0.00	371.54	1.00	Machinery & Equipment
15502	000414	00	16487-02-03664 BOOM TRU	01-JAN-00	2.00	11,370.74	0.00	0.00	11370.74	0.00	Highway Trucks
15502	000414	04	20585-15-0016 CONTAINER	29-MAY-04	5.00	1.00	0.02	0.02	0.02	0.98	Highway Trucks
15502	000414	88	C4145207-VAN BOX 15 001	02-MAY-88	2.06	406.70	0.00	0.00	405.70	1.00	Highway Trucks
15504	000414	04	20584-06-0290 FORKLIFT	29-MAY-04	6.00	1.00	0.01	0.01	0.01	0.99	Lift Trucks
15504	000414	88	C4145405-LOAD ARMS	02-MAY-88	3.00	1.00	0.00	0.00	0.00	1.00	Lift Trucks
15504	000414	88	C4145409-1 CARPET RAM 4	02-MAY-88	3.00	16.90	0.00	0.00	15.90	1.00	Lift Trucks
15504	000414	91	C4145417-SNOW FLOW 10 0	01-FEB-91	2.00	4,355.65	0.00	0.00	4354.65	1.00	Lift Trucks
15504	000414	95	C4145418-RBLTD 06-0087	10-JUN-95	3.00	0.00	0.00	0.00	0.00	0.00	Lift Trucks
15600	000414	02	19436-MINOLTA DI183	10-JUN-02	5.00	1,892.10	31.53	157.65	756.81	1135.29	Office Equipment
15600	000414	88	C2036035-SEAL FEED STRA	02-MAY-88	2.06	1.00	0.00	0.00	0.00	1.00	Office Equipment
15600	000414	88	C4146001-USED WATERCOOL	02-MAY-88	2.06	1.00	0.00	0.00	0.00	1.00	Office Equipment

Schedule 1(c)
Owned Equipment

15600	000414	88	C4146006-USED DESK	02-MAY-88	2.06	1.00	0.00	0.00	0.00	0.00	1.00	Office Equipment
15600	000414	88	C4146007-USED 7 CHAIRS	02-MAY-88	2.06	1.00	0.00	0.00	0.00	0.00	1.00	Office Equipment
15600	000414	88	C4146008-USED DESK CHAI	02-MAY-88	2.06	1.00	0.00	0.00	0.00	0.00	1.00	Office Equipment
15600	000414	88	C4146009-USED DESK FILE	02-MAY-88	2.06	1.00	0.00	0.00	0.00	0.00	1.00	Office Equipment
15600	000414	88	C4146010-USED 2 STORAGE	02-MAY-88	2.06	1.00	0.00	0.00	0.00	0.00	1.00	Office Equipment
15600	000414	88	C4146011-USED STAND F C	02-MAY-88	2.06	1.00	0.00	0.00	0.00	0.00	1.00	Office Equipment
15600	000414	88	C4146013-USED DESK & CH	02-MAY-88	2.06	6.70	0.00	0.00	0.00	5.70	1.00	Office Equipment
15600	000414	88	C4146016-FILE	02-MAY-88	2.06	33.86	0.00	0.00	0.00	32.86	1.00	Office Equipment
15600	000414	88	C4146023-FILES FR 245	02-MAY-88	2.06	12.45	0.00	0.00	0.00	11.45	1.00	Office Equipment
15600	000414	88	C4146025-DESK	02-MAY-88	2.06	5.54	0.00	0.00	0.00	4.54	1.00	Office Equipment
15600	000414	88	C4146026-FILE	02-MAY-88	2.06	1,302.35	0.00	0.00	0.00	1301.35	1.00	Office Equipment
15600	000414	89	C4146028-H L FAX MACHIN	01-DEC-89	5.00	2,602.95	0.00	0.00	0.00	2601.95	1.00	Office Equipment
15600	000414	94	C4146029-COPIER	10-NOV-94	5.00	632.76	0.00	0.00	0.00	635.76	1.00	Office Equipment
15600	000414	94	C4146030-VCR	10-DEC-94	5.00	4,072.45	0.00	193.98	0.00	4072.45	0.00	Data Handling Equip
15601	000414	00	17111-FRAME RELAY	10-SEP-00	3.06	326.49	5.44	27.20	0.00	92.50	233.99	Data Handling Equip
15601	000414	03	19970-S991 INFRASTRUCTU	10-JAN-03	5.00	2,068.67	0.00	0.00	0.00	2068.67	0.00	Infor Systems Equip
15602	000414	99	15033-COMPAQ DESKPRO EN	10-AUG-99	3.00	2,460.76	0.00	0.00	0.00	2460.76	0.00	Infor Systems Equip
15602	000414	00	16129-NOTEBOOK PC	24-FEB-00	3.00	3,138.06	0.00	0.00	0.00	3138.06	0.00	Infor Systems Equip
15602	000414	00	16919-DELL LATITUDE CSX	10-OCT-00	3.00	966.00	0.00	0.00	0.00	965.00	0.00	Infor Systems Equip
15602	000414	97	C4146204-PENTIUM 120 PC	10-APR-97	3.00	3,328.31	0.00	0.00	0.00	3327.31	0.00	Infor Systems Equip
15602	000414	97	C4146205-DELL P166 PC	10-AUG-97	3.00	4,422.52	0.00	0.00	0.00	4421.52	0.00	Infor Systems Equip
15602	000414	97	C8976209-DELL LMP PC	10-JUL-97	3.00	960.75	0.00	0.00	0.00	960.75	0.00	Capitalized Software
15603	000414	99	14976-PICK D3	10-AUG-99	3.00	2,275.74	37.93	189.65	0.00	531.01	1744.73	Capitalized Info Sys Equip
15604	000414	03	20284-INSTORE CENTRALIZ	10-APR-03	5.00	2,609.23	0.00	0.00	0.00	2608.23	1.00	Capitalized Info Sys Equip
15604	000414	93	C4146201-486D X 33 PC	10-APR-93	5.00	3,115.92	0.00	0.00	0.00	3114.92	1.00	Capitalized Info Sys Equip
15604	000414	94	C4146202-486DX33PC	10-DEC-94	5.00	4,400.40	0.00	0.00	0.00	4399.40	1.00	Capitalized Info Sys Equip
15604	000414	95	C4146203-TP755C PC	10-JUL-95	5.00	1,156.00	0.00	0.00	0.00	1155.00	1.00	Capitalized Info Sys Equip
15604	000414	97	C4146206-UPGRADE PC	10-DEC-97	2.00	1,086.75	0.00	0.00	0.00	1085.75	1.00	Capitalized Info Sys Equip
15604	000414	98	C4146207-9 PRINTERS	10-OCT-98	2.00	2,205.00	0.00	0.00	0.00	2204.00	1.00	Capitalized Info Sys Equip
15604	000414	98	C4146208-14 TERMINALS	10-OCT-98	2.00	157.50	0.00	0.00	0.00	156.50	1.00	Capitalized Info Sys Equip
15604	000414	99	C4146211-IBM TERMINAL	10-OCT-98	2.00	4,592.56	0.00	0.00	0.00	4591.56	1.00	Capitalized Info Sys Equip
15604	000414	93	C4149001-US SOFTWARE	10-DEC-93	5.00	1.00	0.00	0.00	0.00	0.00	1.00	Modular Displays
15820	000414	88	C4148201-KITCHEN DISPLA	02-MAY-88	2.00	39.85	0.00	0.00	0.00	38.85	1.00	Modular Displays
15820	000414	88	C4148204-HOMES DISPLAY	02-MAY-88	2.00	335.53	0.00	0.00	0.00	334.53	1.00	Modular Displays
15820	000414	88	C4148207-ROOFING & SIDI	02-MAY-88	2.00	920.89	0.00	0.00	0.00	919.89	1.00	Modular Displays
15820	000414	88	C4148208-CARPET DISPLAY	02-MAY-88	4.00	1,799.70	0.00	0.00	0.00	1798.70	1.00	Modular Displays
15820	000414	89	C4148209-DISPLAYS	01-OCT-89	4.00	6,666.86	0.00	0.00	0.00	6665.86	1.00	Modular Displays
15820	000414	97	C4148210-DISPLAYS	10-AUG-97	4.00	1.00	0.00	0.00	0.00	0.00	1.00	Showroom Renovation
15830	000414	88	C4148301-CONTRACTOR OFF	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	1.00	Showroom Renovation
15830	000414	88	C4148302-OFFICES	02-MAY-88	2.00	1.00	0.00	0.00	0.00	0.00	1.00	Showroom Renovation
15830	000414	88	C4148303-LIGHTING	02-MAY-88	4.00	2,142.89	0.00	0.00	0.00	2141.89	1.00	Showroom Renovation

TRADEMARK

REEL: 004193 FRAME: 0200

Schedule 1(d)**Summary of Owned Real Estate**

Center #	Address	City	State
414	15124 North Michigan Rd.	Argos	IN
294	613 Lott Road	Coldwater	MI
250	41855 N. Ridge Road	Elyria	OH
315	451 Amp - Wick Drive	Harrisburg	PA
201	100 Commercial Avenue	Ithaca	NY
060	14130 E. McKinley - US 20 Hwy	Mishawaka	IN
072	5192 Tallmadge Road	Rootstown	OH
066	18568 U. S. Highway 6 & 19	Saegertown	PA

TRADEMARK**REEL: 004193 FRAME: 0201**

Acct	Ctrl	Yr	Asset	C	Date in Service	Life	Historical Cost	Deprn Amount	Y-T-D Deprn	Deprn Reserve	Net BV	Descrip
15603	000925	01	17226-BUILDERS CENTRAL		10-JAN-01	3.00	225,150.62	0.00	0.00	225,150.62	0.00	Capitalized Software
15603	000925	02	19372-BUILDERS CENTRAL		10-JAN-02	2.00	62,352.50	0.00	0.00	62,352.50	0.00	Capitalized Software
15601	000925	00	17146-FRAME RELAY		10-SEP-00	3.06	3,554.05	0.00	169.25	3554.05	0.00	Data Handling Equip
15602	000925	00	16094-OSR PC UPGRADES-U		10-JAN-00	3.00	8,588.17	0.00	0.00	8588.17	0.00	Infor Systems Equip
15602	000925	97	C9256245-WEB SERVER		10-MAY-97	3.00	9,486.84	0.00	0.00	9485.84	1.00	Infor Systems Equip
15602	000925	97	C9256246-WEB SERVER		10-MAY-97	3.00	9,486.84	0.00	0.00	9485.84	1.00	Infor Systems Equip
15602	000925	99	C9256272-30X36 DIGITIZE		10-MAY-99	3.00	1,498.12	0.00	0.00	1497.12	1.00	Infor Systems Equip
15602	000925	99	C9256272-30X36 DIGITIZE		10-DEC-94	3.00	24,125.95	0.00	0.00	24124.95	1.00	Infor Systems Equip
15602	000925	94	C9256941-RE SOFTWARE		10-JUN-99	3.00	2,132.19	0.00	0.00	2132.19	0.00	Capitalized Software
15603	000925	99	14548-GENTRAN INTEGRATO		10-JUN-99	3.00	2,561.44	0.00	0.00	2561.44	0.00	Capitalized Software
15603	000925	99	14549-GENTRAN DIRECTOR		10-JUN-99	3.00	25,471.35	0.00	0.00	25471.35	0.00	Capitalized Software
15603	000925	99	14698-VLA VIRUS DEFENSE		10-JUL-99	2.00	146,608.92	0.00	0.00	144125.75	2483.13	Capitalized Software
15603	000925	99	14740-ORACLE F/A SYSTEM		10-JUL-99	5.00	1,325,950.70	23671.19	118355.95	1254937.07	71013.63	Capitalized Software
15603	000925	99	15595-ORACLE A/R		10-SEP-99	5.00	49,500.00	825.00	4125.00	45375.00	4125.00	Capitalized Software
15603	000925	99	15782-IVIS A/P		10-SEP-99	5.00	179,213.64	2986.89	14934.45	170252.83	8960.81	Capitalized Software
15603	000925	99	15947-SOURCE 550 HR/PR		10-SEP-99	5.00	9,633.97	267.61	1338.05	5084.59	4549.38	Capitalized Software
15603	000925	02	19724-CUSTOMIZED VISTA		10-NOV-02	3.00	4,244.69	0.00	0.00	4243.69	1.00	Capitalized Software
15603	000925	97	C9256302-ORACLE 2000		10-APR-97	3.00	6,951.05	0.00	0.00	6950.05	1.00	Capitalized Software
15603	000925	98	C9256305-INSTALL VISTA		10-APR-98	2.08	6,273.00	0.00	0.00	6272.00	1.00	Capitalized Software
15603	000925	98	C9256306-AUTOCHANGER		10-MAY-98	3.00	5,387.94	0.00	0.00	5386.94	1.00	Capitalized Software
15603	000925	98	C9256307-LIGHTNING FAX		10-JUN-98	3.00	2,204.62	0.00	0.00	2203.62	1.00	Capitalized Software
15603	000925	98	C9256308-LEGATO		10-JUL-98	3.00	14,641.25	0.00	0.00	14640.25	1.00	Capitalized Software
15603	000925	98	C9256309-EXPRESS OPTION		10-AUG-98	3.00	16,310.19	0.00	0.00	16309.19	1.00	Capitalized Software
15603	000925	98	C9256310-ESTIMATING		10-OCT-98	3.00	5,078.75	0.00	0.00	5077.75	1.00	Capitalized Software
15603	000925	98	C9256311-DIGITIZER		10-OCT-98	3.00	46,693.87	0.00	0.00	46692.87	1.00	Capitalized Software
15603	000925	98	C9256312-REPLENISHMENT		10-DEC-98	5.00	1,158.17	0.00	0.00	1157.17	1.00	Capitalized Software
15603	000925	99	C9256313-LATEJOB 6310		10-JAN-99	2.09	4,626.13	0.00	0.00	4625.13	1.00	Capitalized Software
15603	000925	99	C9256314-LEGATO UPGRADE		10-APR-99	3.00	19,092.50	0.00	0.00	19091.50	1.00	Capitalized Software
15603	000925	98	C92566301-UNIX MAILBOX		10-DEC-98	3.00	3,433.94	57.28	286.20	3433.94	0.00	Capitalized Info Sys Equip
15604	000925	99	14544-PROLIANT 800 SERV		10-JUN-99	5.00	3,433.93	57.27	286.19	3433.93	0.00	Capitalized Info Sys Equip
15604	000925	99	14545-PROLIANT 800 SERV		10-JUN-99	5.00	4,714.65	78.58	392.90	4636.08	0.00	Capitalized Info Sys Equip
15604	000925	99	14741-VOICE MAIL		10-JUL-99	5.00	24,841.86	414.03	2070.15	23599.75	1242.11	Capitalized Info Sys Equip
15604	000925	99	15161-3900-001 PRINTER		10-SEP-99	5.00	2,858.77	47.65	238.25	2715.83	142.94	Capitalized Info Sys Equip
15604	000925	99	15203-SUPERSTACK II REM		10-SEP-99	5.00	12,156.42	202.61	1013.05	11143.39	1013.03	Capitalized Info Sys Equip
15604	000925	99	15656-PROLIANT 1600 SER		10-NOV-99	5.00	10,617.56	176.96	884.80	10086.68	530.88	Capitalized Info Sys Equip
15604	000925	99	15658-DATA STORAGE		10-SEP-99	5.00	11,218.94	186.98	934.90	10657.94	561.00	Capitalized Info Sys Equip
15604	000925	99	15659-BACKUP UNIT		10-SEP-99	5.00	2,708.25	45.14	225.70	2437.44	270.81	Capitalized Info Sys Equip
15604	000925	99	15756-SUPERSTACK II REM		10-DEC-99	5.00	29,388.79	489.81	2449.05	27919.28	1469.51	Capitalized Info Sys Equip
15604	000925	99	15922-PAYROLL SERVER CO		10-SEP-99	5.00	4,590.00	0.00	0.00	4589.00	1.00	Capitalized Info Sys Equip
15604	000925	91	C9256191A-MEMORY/R/S6000		01-NOV-91	5.00	2,271.58	0.00	0.00	2270.58	1.00	Capitalized Info Sys Equip
15604	000925	96	C9256201-MATRIX PRINTER		01-NOV-91	5.00	4,565.40	0.00	0.00	4564.40	1.00	Capitalized Info Sys Equip
15604	000925	96	C9256202-COLOR LASERJET		10-JAN-96	5.00	7,739.39	0.00	0.00	7738.39	1.00	Capitalized Info Sys Equip
15604	000925	96	C9256204-LATEJOB 6982		10-JAN-96	5.00	3,364.93	0.00	0.00	3365.93	1.00	Capitalized Info Sys Equip
15604	000925	96	C9256208-DISK UPGRADE		10-FEB-96	4.11	6,218.75	0.00	0.00	6217.75	1.00	Capitalized Info Sys Equip
15604	000925	96	C9256208-DISK UPGRADE		10-FEB-96	5.00	28,054.40	0.00	0.00	28053.40	1.00	Capitalized Info Sys Equip
15604	000925	96	C9256224-LATEJOB 6978		10-JAN-96	5.00	1,078.44	0.00	0.00	1077.44	1.00	Capitalized Info Sys Equip
15604	000925	97	C9256242-DISK DRIVE		10-MAY-97	5.00	1,104.87	0.00	0.00	1103.87	1.00	Capitalized Info Sys Equip
15604	000925	97	C9256244-ETHERLINK		10-MAY-97	5.00		0.00	0.00			Capitalized Info Sys Equip

15604	000925	97	C9256247-TAPE DRIVE	10-JUN-97	5.00	2,840.85	0.00	0.00	2839.85	1.00	Capitalized Info Sys Equip
15604	000925	97	C9256248-ORACLE PLATFOR	10-JUN-97	5.00	26,565.69	0.00	0.00	26564.69	1.00	Capitalized Info Sys Equip
15604	000925	97	C9256249-LASERJET SSIMX	10-JUL-97	5.00	3,877.06	0.00	0.00	3876.06	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256252-LAN UPGRADE	10-MAY-98	5.00	10,684.49	0.00	0.00	10683.49	1.00	Capitalized Info Sys Equip
15604	000925	97	C9256252A-DISK STORAGE	10-SEP-97	5.00	9,003.63	0.00	0.00	9002.63	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256253-CONSOLE UNIT	10-JUN-98	5.00	2,162.11	0.00	0.00	2161.11	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256254-CPQ PROL 3000	10-JUN-98	5.00	17,662.87	0.00	0.00	17661.87	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256255-CPQ PROL 3000	10-JUN-98	5.00	17,036.43	0.00	0.00	17035.43	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256256-FAX BOARD	10-JUN-98	5.00	3,075.94	0.00	0.00	3074.94	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256257-CPQ PROL 800	10-JUN-98	5.00	4,763.19	0.00	0.00	4762.19	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256258-UPS SYSTEM	10-JUL-98	5.00	17,027.23	0.00	0.00	17026.23	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256259-LAN SWITCH	10-AUG-98	5.00	7,389.75	0.00	0.00	7388.75	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256260-30X36 DIGITIZE	10-OCT-98	5.00	2,145.28	0.00	0.00	2144.28	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256261-30X36 DIGITIZE	10-OCT-98	5.00	2,119.69	0.00	0.00	2118.69	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256262-30X36 DIGITIZE	10-OCT-98	5.00	2,119.69	0.00	0.00	2118.69	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256263-30X36 DIGITIZE	10-OCT-98	5.00	2,119.69	0.00	0.00	2118.69	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256264-SCSI DISK	10-OCT-98	5.00	1,026.38	0.00	0.00	1025.38	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256266-DISK MODULE	10-DEC-98	5.00	1,646.88	0.00	0.00	1645.88	1.00	Capitalized Info Sys Equip
15604	000925	98	C9256267-DISK MODULE	10-DEC-98	5.00	1,646.88	0.00	0.00	1645.88	1.00	Capitalized Info Sys Equip
15604	000925	99	C9256268-UPS BATTERIES	10-FEB-99	5.00	4,529.38	0.00	75.50	4528.38	1.00	Capitalized Info Sys Equip
15604	000925	99	C9256269-DISK MODULE	10-APR-99	5.00	4,498.00	0.00	224.85	4497.00	1.00	Capitalized Info Sys Equip
15604	000925	99	C9256270-DISK DRIVE	10-APR-99	5.00	3,305.20	0.00	165.21	3304.20	1.00	Capitalized Info Sys Equip
15604	000925	99	C9256271-RS16000	10-MAY-99	5.00	28,222.52	0.00	1881.44	28221.50	1.00	Capitalized Info Sys Equip
15604	000925	90	C9256764-DECOLLATOR ETC	01-AUG-90	5.00	17,853.22	0.00	0.00	17852.22	1.00	Capitalized Info Sys Equip
15604	000925	90	C9256767-DOT BAND PRINT	01-AUG-90	5.00	14,605.51	0.00	0.00	14604.51	1.00	Capitalized Info Sys Equip
15604	000925	93	C9256870-HP LASERJET	01-JAN-93	5.00	826.35	0.00	0.00	825.35	1.00	Capitalized Info Sys Equip
15604	000925	93	C9256887A-LASER PRINTER	10-MAY-93	5.00	1,399.80	0.00	0.00	1398.80	1.00	Capitalized Info Sys Equip
15604	000925	93	C9256888-APPLE MAC QUAD	10-JUN-93	5.00	10,502.40	0.00	0.00	10501.40	1.00	Capitalized Info Sys Equip
15604	000925	93	C9256889-LASER PRINTER-	10-JUN-93	5.00	1,377.80	0.00	0.00	1376.80	1.00	Capitalized Info Sys Equip
15604	000925	93	C9256893-EDI EWUPMENT	10-JUL-93	5.00	6,544.14	0.00	0.00	6543.14	1.00	Capitalized Info Sys Equip
15604	000925	93	C9256896-DUPLICATOR	10-JUL-93	5.00	7,597.41	0.00	0.00	7596.41	1.00	Capitalized Info Sys Equip
15604	000925	93	C9256928-ZONE 4 COMP EQ	01-OCT-90	5.00	933.20	0.00	0.00	932.20	1.00	Capitalized Info Sys Equip
15604	000925	94	C9256934-TRACKER SYSTEM	10-OCT-94	5.00	3,187.50	0.00	0.00	3186.50	1.00	Capitalized Info Sys Equip
15604	000925	94	C9256938-LAN	10-DEC-94	5.00	588,339.76	0.00	0.00	588338.76	1.00	Capitalized Info Sys Equip
15604	000925	94	C9256939-EIS	10-DEC-94	5.00	75,963.53	0.00	0.00	75962.53	1.00	Capitalized Info Sys Equip
15604	000925	94	C9256940-DATA NETWORK	10-DEC-94	5.00	19,100.67	0.00	0.00	19099.67	1.00	Capitalized Info Sys Equip
15604	000925	95	C9256945-IP 755C PC	10-FEB-95	5.00	6,746.39	0.00	0.00	6745.39	1.00	Capitalized Info Sys Equip
15604	000925	94	C9259182-IN-STORE ROLLO	10-DEC-94	5.00	45,097.45	0.00	0.00	45096.45	1.00	Capitalized Info Sys Equip
15604	000925	98	C9259184-RISC6000	10-APR-98	5.00	12,522.63	0.00	0.00	12521.63	1.00	Capitalized Info Sys Equip
15602	000927	99	14758-EP CELERON-400 PC	10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	Infor Systems Equip
15602	000927	02	19428-NETVISA P4 1.6 G	10-APR-02	3.00	1,480.79	0.00	205.65	1069.41	411.38	Infor Systems Equip
15600	000929	98	19873-UP880 FAX	10-MAY-98	5.00	1,809.41	0.00	0.00	1809.41	0.00	Office Equipment
15600	000929	99	19874-UF560 FAX	10-MAR-99	5.00	1,208.40	0.00	40.28	1208.40	0.00	Office Equipment
15600	000929	03	19990-MITA FA LDC750	10-MAR-03	5.00	1,732.50	0.00	0.00	1732.50	0.00	Office Equipment
15600	000929	04	20541-MINOLTA COPIER	14-MAY-04	5.00	1,240.20	0.00	20.67	20.67	1219.53	Office Equipment
15601	000929	01	19222-AT&T FRAME RELAY	10-OCT-01	5.00	1,292.00	0.00	107.65	689.05	602.95	Data Handling Equip
15602	000929	99	14753-EP CELERON-400 PC	10-JUL-99	3.00	1,714.92	0.00	0.00	1714.92	0.00	Infor Systems Equip
15602	000929	01	17348-DESKPRO EN P3-733	10-JAN-01	3.00	1,406.97	0.00	0.00	1406.97	0.00	Infor Systems Equip

15602	000929	01	18668-NETVISTA A40 866	3.00	1,582.95	43.97	219.85	1538.97	43.98	Infor Systems Equip
15602	000929	01	19154-LATITUDE C600 700	3.00	2,436.31	0.00	203.04	2436.31	0.00	Infor Systems Equip
15602	000929	01	19156-LATITUDE C600 700	3.00	2,436.31	0.00	203.04	2436.31	0.00	Infor Systems Equip
15602	000929	98	C9296203-PENT II 300 PC	3.00	2,470.31	0.00	0.00	2469.31	1.00	Infor Systems Equip
15603	000929	99	C0386302-ALX VERSION 4	3.00	290.74	0.00	0.00	289.74	1.00	Capitalized Software
15603	000929	99	C0386303-PICK D3	3.00	1,113.00	0.00	0.00	1112.00	1.00	Capitalized Software
15603	000929	99	C9296301-ALX VERSION 4	3.00	290.74	0.00	0.00	289.74	1.00	Capitalized Software
15604	000929	99	14546-3-TERMINALS	2.00	488.75	0.00	0.00	488.75	0.00	Capitalized Info Sys Equip
15604	000929	99	14547-2-PRINTERS	2.00	242.94	0.00	0.00	242.94	0.00	Capitalized Info Sys Equip
15604	000929	99	15754-2-IBM TERMINALS	2.00	316.63	0.00	0.00	316.63	0.00	Capitalized Info Sys Equip
15604	000929	99	C9296214-RISC 6000	2.00	1,263.09	0.00	0.00	1262.09	1.00	Capitalized Info Sys Equip
15604	000929	98	C9296215-IBM PRINTER	2.00	96.74	0.00	0.00	95.74	1.00	Capitalized Info Sys Equip
15602	000931	99	14750-EP CELERON-400 PC	3.00	1,714.92	0.00	0.00	1714.92	0.00	Infor Systems Equip
15602	000931	01	19021-IBM NETVISTA A40	3.00	1,127.91	31.33	156.65	1033.91	94.00	Infor Systems Equip
15602	000931	01	19209-LATITUDE C600, 75	3.00	1,560.00	43.33	216.65	1386.65	173.35	Infor Systems Equip
15602	000931	97	C9316203-DELL P166 PC C	3.00	2,750.89	0.00	0.00	2749.89	1.00	Infor Systems Equip
15602	000931	97	C9316205-DELL 5166 PC	3.00	3,061.23	0.00	0.00	3060.23	1.00	Infor Systems Equip
15602	000931	99	C9316207-PNT II 300	3.00	1,125.19	0.00	0.00	1124.19	1.00	Infor Systems Equip
15603	000931	01	19178-MONARCH V5 FOR VI	3.00	281.57	7.82	39.10	258.08	23.49	Capitalized Software
15600	000935	00	19875-PAPER SHREDDER	5.00	2,562.87	42.71	213.55	1922.11	640.76	Office Equipment
15600	000935	04	20514-PANAFAX UP-585	5.00	1.00	0.02	0.04	0.04	0.96	Office Equipment
15601	000935	04	20518-DELL LATITUDE CPX	5.00	1.00	0.02	0.04	0.04	0.96	Data Handling Equip
15602	000935	01	18959-DELL LATITUDE C66	3.00	2,690.71	74.74	373.70	2615.94	74.77	Infor Systems Equip
15602	000935	01	19246-IBM NV A40 MARK L	3.00	1,064.01	29.56	147.80	886.69	177.32	Infor Systems Equip
15602	000935	04	20510-IBM PC	3.00	1.00	0.03	0.06	0.06	0.94	Infor Systems Equip
15602	000935	04	20511-IBM PC	3.00	1.00	0.03	0.06	0.06	0.94	Infor Systems Equip
15602	000935	04	20513-IBM PC	3.00	1.00	0.03	0.06	0.06	0.94	Infor Systems Equip
15602	000935	04	20515-IBM PC	3.00	1.00	0.03	0.06	0.06	0.94	Infor Systems Equip
15602	000935	97	C9276201-DELL 5166 PC D	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15600	000943	04	20512-PANAFAX UP-585	5.00	1.00	0.02	0.04	0.04	0.96	Office Equipment
15602	000943	02	19447-NETVISTA M41 P4 1	3.00	962.81	26.74	133.70	641.84	320.97	Infor Systems Equip
15602	000943	02	19448-NETVISTA M41 P4 1	3.00	962.82	26.74	133.70	641.85	320.97	Infor Systems Equip
15604	000943	98	C9436205-LASERJET PRINT	5.00	1,589.55	0.00	0.00	1588.55	1.00	Capitalized Info Sys Equip
15600	000948	00	19876-PANASONIC FAX UF8	5.00	1,974.88	32.91	164.55	1579.86	395.02	Office Equipment
15600	000948	02	19877-HP LJ 4100N	5.00	1,609.29	26.82	134.10	697.34	911.95	Office Equipment
15602	000948	01	18323-NETVISTA A40 P3-8	3.00	2,036.76	0.00	113.15	2036.76	0.00	Infor Systems Equip
15602	000948	01	18656-NETVISTA A40 P3 8	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15602	000948	98	C9486207-COMPAQ PS300 P	3.00	1,659.08	0.00	0.00	1658.08	1.00	Infor Systems Equip
15602	000948	98	C9486208-COMPAQ PS300 P	3.00	1,117.22	0.00	0.00	1116.22	0.00	Infor Systems Equip
15602	000949	99	C9496202-PNT II 333	3.00	1,328.70	0.00	0.00	1328.70	0.00	Capitalized Software
15603	000951	00	16916-WEBTRENDS ENTERPR	3.00	1,999.00	0.00	0.00	1999.00	0.00	Capitalized Software
15603	000951	02	19820-WINDOWS DREAMWEAV	3.00	6,056.55	168.24	841.20	3701.23	2355.32	Capitalized Software
15603	000951	03	20217-ENVINCIBLES SECU	1.00	12,500.00	0.00	9027.78	12500.00	0.00	Capitalized Software
15604	000951	99	15301-VHWEB04 PRO	4.00	6,655.28	0.00	0.00	6655.28	0.00	Capitalized Info Sys Equip
15604	000951	99	15619-VHWEB03	3.00	5,752.17	0.00	0.00	5752.17	0.00	Capitalized Info Sys Equip
15604	000951	01	19151-WEB05 SERVER	5.00	11,412.22	190.20	951.00	6657.10	4755.12	Capitalized Info Sys Equip
15604	000951	02	19420-SQL SVR 2000 PRO C	3.00	4,072.63	133.04	665.20	2742.25	1330.38	Capitalized Info Sys Equip

Asset ID	Description	Acq. Date	Cost	Dep. Method	Est. Life	Salv. Value	Book Value	Accum. Dep.	Net Book Value	Category
15400 000954 97	C9174001-PHONE SYSTEM	10-JUN-97	2,994.25	6.00	3.00	0.00	2,994.25	0.00	0.00	1.00 Machinery & Equipment
15601 000954 00	17144-1750 ROUTER	10-SEP-00	4,013.83	3.06	3.06	0.00	4,013.83	0.00	191.12	0.00 Data Handling Equip
15601 000954 00	17147-S900 ROUTER	10-SEP-00	11,868.55	3.06	3.06	0.00	11,868.55	0.00	565.19	0.00 Data Handling Equip
15601 000954 00	17148-S901 ROUTER	10-SEP-00	10,897.44	3.06	3.06	0.00	10,897.44	0.00	518.94	0.00 Data Handling Equip
15601 000954 01	19020-SUPPORT MODULE (C	10-AUG-01	21,350.00	5.00	5.00	355.83	21,350.00	355.83	1779.15	9251.69 Data Handling Equip
15601 000954 01	19211-PC UPGRADES	10-OCT-01	24,243.18	5.00	5.00	404.05	24,243.18	404.05	2020.25	11313.51 Data Handling Equip
15601 000954 01	19279-WEBSHIELD E500 AP	10-NOV-01	22,890.33	5.00	5.00	381.51	22,890.33	381.51	1907.55	11063.65 Data Handling Equip
15601 000954 03	20467-SMC ELITE 3512P	27-DEC-03	1.00	5.00	5.00	0.02	1.00	0.02	0.10	0.87 Data Handling Equip
15602 000954 00	16920-NOTES COMPAQ STOR	10-OCT-00	15,824.62	3.00	3.00	0.00	15,824.62	0.00	15824.62	0.00 Infor Systems Equip
15602 000954 01	18253-NETVISTA PC RUNNI	10-APR-01	1,099.52	3.00	3.00	0.00	1,099.52	0.00	91.66	0.00 Infor Systems Equip
15602 000954 01	18326-WIMS SOFTWARE	10-MAY-01	1,627.00	3.00	3.00	0.00	1,627.00	0.00	180.82	0.00 Infor Systems Equip
15602 000954 01	18732-DALLAS HARDWARE(S	10-JAN-01	3,679.55	3.00	3.00	0.00	3,679.55	0.00	0.00	0.00 Infor Systems Equip
15602 000954 01	19019-VHWF801 - PROLIAN	10-AUG-01	11,343.26	3.00	3.00	315.09	11,343.26	315.09	1575.45	630.20 Infor Systems Equip
15602 000954 01	19173-PC UPGRADE TAX	10-JUL-01	138.77	3.00	3.00	3.85	138.77	3.85	19.25	3.90 Infor Systems Equip
15602 000954 02	19424-10K/36.4 GB ADVA	10-JAN-02	4,408.78	3.00	3.00	122.47	4,408.78	122.47	612.35	857.25 Infor Systems Equip
15602 000954 02	19425-10K/36.4 GB ADVA	10-JAN-02	4,408.77	3.00	3.00	122.47	4,408.77	122.47	612.35	857.24 Infor Systems Equip
15602 000954 02	19816-DELL LAPTOP	10-DEC-02	0.00	1.06	1.06	0.00	0.00	0.00	69.42	0.00 Infor Systems Equip
15602 000954 03	20300-NETVISTA 8311 15U	25-NOV-03	1.00	3.00	3.00	0.03	1.00	0.03	0.15	0.80 Infor Systems Equip
15602 000954 03	20301-IBM THINKPAD	25-NOV-03	1.00	3.00	3.00	0.03	1.00	0.03	0.15	0.80 Infor Systems Equip
15602 000954 03	20302-NETVISTA 8311 15U	25-NOV-03	1.00	3.00	3.00	0.03	1.00	0.03	0.15	0.80 Infor Systems Equip
15602 000954 03	20303-IBM THINK PAD	25-NOV-03	1.00	3.00	3.00	0.03	1.00	0.03	0.15	0.80 Infor Systems Equip
15602 000954 03	20304-NETVISTA 8311 15U	25-NOV-03	1.00	3.00	3.00	0.03	1.00	0.03	0.15	0.80 Infor Systems Equip
15602 000954 03	20305-NETVISTA 8311 15U	25-NOV-03	1.00	3.00	3.00	0.03	1.00	0.03	0.15	0.80 Infor Systems Equip
15602 000954 99	C3696208-36X48 DIGITIZE	10-MAY-99	0.00	3.00	3.00	0.00	0.00	0.00	0.00	0.00 Capitalized Software
15603 000954 99	14977-PICK D3	10-AUG-99	1,102.50	3.00	3.00	0.00	1,102.50	0.00	1102.50	0.00 Capitalized Software
15603 000954 99	15188-SOLUTIONS	10-SEP-99	0.00	3.00	3.00	0.00	0.00	0.00	0.00	0.00 Capitalized Software
15603 000954 00	16814-ORACLE-BACKUP 357	10-MAY-00	19,587.24	3.00	3.00	0.00	19,587.24	0.00	19587.24	0.00 Capitalized Software
15603 000954 01	18186-MCAFFEE ANTI-VIRUS	10-APR-01	22,972.95	2.00	2.00	0.00	22,972.95	0.00	22972.95	0.00 Capitalized Software
15603 000954 01	18187-3COM FIREWALL SOF	10-FEB-01	4,204.95	3.00	3.00	0.00	4,204.95	0.00	4204.95	0.00 Capitalized Software
15603 000954 01	19149-RAS/FUNK SOFTWARE	10-SEP-01	1,613.37	3.00	3.00	44.82	1,613.37	44.82	1478.94	134.43 Capitalized Software
15603 000954 01	19150-LOTUS NOTES DESIG	10-SEP-01	25,814.85	5.00	5.00	430.25	25,814.85	430.25	2151.25	11616.67 Capitalized Software
15603 000954 01	19239-WMA BLUE SERVER &	10-DEC-01	3,050.00	3.00	3.00	84.72	3,050.00	84.72	423.60	508.36 Capitalized Software
15603 000954 01	19275-QUEST-SPOTLIGHT O	10-DEC-01	7,155.94	3.00	3.00	198.78	7,155.94	198.78	5963.29	1192.65 Capitalized Software
15603 000954 99	C2566301-SOLUTIONS	10-MAR-99	0.00	3.00	3.00	0.00	0.00	0.00	0.00	0.00 Capitalized Software
15603 000954 99	C2566302-AIX VERSION 4	10-MAR-99	290.74	3.00	3.00	0.00	290.74	0.00	289.74	1.00 Capitalized Software
15603 000954 99	C3716301-AIX VERSION 4	10-MAR-99	290.74	3.00	3.00	0.00	290.74	0.00	289.74	1.00 Capitalized Software
15603 000954 99	C4256302-AIX VERSION 4	10-MAR-99	290.74	3.00	3.00	0.00	290.74	0.00	289.74	1.00 Capitalized Software
15603 000954 99	C5846301-AIX VERSION 4	10-MAR-99	290.74	3.00	3.00	0.00	290.74	0.00	289.74	1.00 Capitalized Software
15603 000954 99	C9526305-AIX VERSION 4	10-MAR-99	290.74	3.00	3.00	0.00	290.74	0.00	289.74	1.00 Capitalized Software
15604 000954 99	15167-NETWORK CARD	10-SEP-99	1,482.30	5.00	5.00	24.70	1,482.30	24.70	123.50	74.15 Capitalized Info Sys Equip
15604 000954 00	16093-RSDEV001 ORACLE D	10-MAR-00	59,675.28	2.00	2.00	0.00	59,675.28	0.00	59675.28	0.00 Capitalized Info Sys Equip
15604 000954 00	16800-LOTUS NOTES ARRAY	10-OCT-00	23,865.59	5.00	5.00	397.76	23,865.59	397.76	1988.80	6364.18 Capitalized Info Sys Equip
15604 000954 00	16801-RS6000 43-P 18.2	10-MAR-00	5,871.25	5.00	5.00	97.85	5,871.25	97.85	489.25	880.72 Capitalized Info Sys Equip
15604 000954 00	16815-LAN EQUIPMENT	10-JUL-00	11,478.85	5.00	5.00	1756.69	11,478.85	1756.69	8783.45	22836.98 Capitalized Info Sys Equip
15604 000954 00	16818-PRINT SERVER / WI	10-JUN-00	7,879.68	5.00	5.00	191.31	7,879.68	191.31	956.55	9183.01 Capitalized Info Sys Equip
15604 000954 00	16821-LAN SERVER AND RA	10-JUL-00	2,180.48	5.00	5.00	131.33	2,180.48	131.33	656.65	6172.41 Capitalized Info Sys Equip
15604 000954 00	16917-S991 SERIAL & ISD	10-AUG-00	44,941.32	5.00	5.00	749.02	44,941.32	749.02	181.70	508.81 Capitalized Info Sys Equip
15604 000954 01	18195-ORACLE DEVELOPMEN	10-MAY-01	0.00	5.00	5.00	0.00	0.00	0.00	3745.10	17227.53 Capitalized Info Sys Equip

Asset ID	Description	Category	Value	Cost	Life	Depreciation	Current Value	Original Cost	Remaining Life	Notes
15604 000954 01	18248-3 COMRAS SERVER	10-JAN-01	10,657.94	177.63	5.00	888.15	3375.06	12041.29	3.00	Capitalized Info Sys Equip
15604 000954 01	18249-PAYROLL SERVER CP	10-APR-01	32,839.85	547.33	5.00	2736.65	20798.56	12041.29	3.00	Capitalized Info Sys Equip
15604 000954 01	18311-LOTUS NOTES INFRA	10-MAY-01	92,844.08	1547.40	5.00	7737.00	57253.82	35590.26	3.00	Capitalized Info Sys Equip
15604 000954 01	18313-LOTUS NOTES APC E	10-MAY-01	7,088.19	118.14	5.00	590.70	4371.08	2717.11	3.00	Capitalized Info Sys Equip
15604 000954 01	18314-CISCO CORE SWITCH	10-MAY-01	36,840.73	614.01	5.00	3070.05	22718.41	14122.32	3.00	Capitalized Info Sys Equip
15604 000954 01	18315-NOTES E-MAIL	10-MAY-01	74,048.44	1259.58	5.00	6297.90	45078.06	28970.38	3.00	Capitalized Info Sys Equip
15604 000954 01	18711-VHDDM01 - SMTIP GA	10-JAN-01	14,492.51	241.54	5.00	1207.70	9903.19	4589.32	3.00	Capitalized Info Sys Equip
15604 000954 01	18712-VHDSA01 - SAMETIM	10-JAN-01	12,709.16	211.82	5.00	1059.10	8684.59	4024.57	3.00	Capitalized Info Sys Equip
15604 000954 01	18713-NOTES EXTERNAL AR	10-MAR-01	16,601.02	276.68	5.00	1383.40	10790.62	5810.40	3.00	Capitalized Info Sys Equip
15604 000954 01	18714-KVM SWITCHES (3)	10-FEB-01	3,821.69	63.69	5.00	318.45	2547.73	1273.96	3.00	Capitalized Info Sys Equip
15604 000954 01	19148-LOTUS NOTES DESIG	10-AUG-01	14,264.21	237.74	5.00	1188.70	8083.06	6181.15	3.00	Capitalized Info Sys Equip
15604 000954 01	19152-VHSA01	10-JUL-01	11,412.21	190.20	5.00	951.00	6657.10	4755.11	3.00	Capitalized Info Sys Equip
15604 000954 01	19281-GBIC CATALYST BLA	10-SEP-01	13,014.02	216.90	5.00	1084.50	6157.70	5856.32	3.00	Capitalized Info Sys Equip
15604 000954 01	19283-RSDEV002 (ORACLE	10-DEC-01	26,674.69	444.58	5.00	2222.90	13337.33	13337.36	3.00	Capitalized Info Sys Equip
15604 000954 03	19968-NETBOTZ LAN MONIT	10-MAR-03	2,029.58	75.17	2.03	375.85	1127.54	902.04	3.00	Capitalized Info Sys Equip
15604 000954 03	19969-LAN TAPE EXPANSIO	10-FEB-03	5,496.47	189.53	2.05	947.65	3032.48	2463.99	3.00	Capitalized Info Sys Equip
15604 000954 03	20468-TAPE DRIVE S889	27-DEC-03	1.00	0.02	5.00	0.10	0.13	0.87	3.00	Capitalized Info Sys Equip
15604 000954 03	20469-PICK D3 S889	27-DEC-03	1.00	0.02	5.00	0.10	0.13	0.87	3.00	Capitalized Info Sys Equip
15604 000954 99	C1246206-RS6000 S999	10-JAN-99	1,000.00	0.00	2.00	0.00	999.00	1.00	3.00	Capitalized Info Sys Equip
15604 000954 98	C1486209-RISC 6000 / CO	10-SEP-98	1,463.86	0.00	2.00	0.00	1462.86	1.00	3.00	Capitalized Info Sys Equip
15604 000954 98	C1486211-IBM PRINTER	10-DEC-98	123.05	0.00	2.00	0.00	122.05	1.00	3.00	Capitalized Info Sys Equip
15604 000954 98	C1486212-IBM TERMINAL	10-DEC-98	159.00	0.00	2.00	0.00	158.00	1.00	3.00	Capitalized Info Sys Equip
15604 000954 98	C1486213-TAPE DRIVE S44	10-DEC-98	340.89	0.00	2.00	0.00	339.89	1.00	3.00	Capitalized Info Sys Equip
15604 000954 99	C1486214-IBM PRINTER	10-APR-99	121.90	0.00	2.00	0.00	120.90	1.00	3.00	Capitalized Info Sys Equip
15604 000954 99	C1486215-3-TERMINALS	10-APR-99	1,079.08	0.00	2.00	0.00	1078.08	1.00	3.00	Capitalized Info Sys Equip
15604 000954 98	C4446208-RISC 6000 OLD	10-SEP-98	876.62	0.00	2.00	0.00	875.62	1.00	3.00	Capitalized Info Sys Equip
15604 000954 99	C5846215-RISC 6000	10-MAY-99	2,103.75	0.00	2.00	0.00	2102.75	1.00	3.00	Capitalized Info Sys Equip
15604 000954 97	C9526203-CLIENT SERVER	10-SEP-97	1,170.51	0.00	3.00	0.00	1170.51	1.00	3.00	Capitalized Info Sys Equip
15602 000956 01	18255-NETVISTA A40 P3-8	10-APR-01	2,258.87	62.75	3.00	251.00	2070.63	188.24	3.00	Infor Systems Equip
15602 000956 01	18655-NETVISTA A40 P3 8	10-SEP-01	1.00	0.03	3.00	0.15	0.20	0.80	3.00	Infor Systems Equip
15602 000956 01	19177-LATIITUDE C600 750	25-NOV-03	1.00	0.03	3.00	0.15	0.20	0.80	3.00	Infor Systems Equip
15602 000956 03	20297-NETVISTA 8311 61U	25-NOV-03	1.00	0.03	3.00	0.15	0.20	0.80	3.00	Infor Systems Equip
15602 000956 03	20298-NETVISTA 8315 61U	25-NOV-03	20,425.00	0.00	3.00	0.00	20425.00	0.00	3.00	Capitalized Software
15603 000956 01	17351-CAST SOFTWARE	10-JAN-01	3,888.00	108.00	3.00	540.00	2808.00	1080.00	3.00	Capitalized Software
15603 000956 02	19401-FILE-AID/CS SOFTW	18-APR-02	1,068.02	29.67	3.00	89.01	1038.37	29.65	3.00	Infor Systems Equip
15602 000957 01	18671-NETVISTA A40 866	10-JUL-01	4,556.11	0.00	3.00	0.00	4555.11	1.00	3.00	Capitalized Info Sys Equip
15604 000957 93	C5349001-I/S SOFTWARE	10-OCT-93	3,185.50	0.00	3.00	0.00	3185.50	0.00	3.00	Infor Systems Equip
15602 000959 00	16279-INFOCUS LP425ZV	01-APR-00	70,000.00	0.00	3.00	0.00	70000.00	0.00	3.00	Capitalized Software
15603 000959 02	19822-E- LEARNING MANAG	10-DEC-02	3,891.61	64.86	1.03	44722.28	2464.69	2464.69	3.00	Office Equipment
15600 000961 02	19865-INFOCUS PROJECTOR	10-AUG-02	0.00	0.00	3.00	0.00	0.00	0.00	3.00	Infor Systems Equip
15602 000961 99	14752-EP CELERON-400 PC	10-JUL-99	1,714.92	0.00	3.00	0.00	1714.92	0.00	3.00	Infor Systems Equip
15602 000961 99	14761-EP CELERON-400 PC	10-JUL-99	3,605.05	0.00	3.00	0.00	3605.05	0.00	3.00	Infor Systems Equip
15602 000961 99	15760-CPQ ARMADA M300 P	10-DEC-99	1,066.65	0.00	3.00	0.00	1066.65	0.00	3.00	Infor Systems Equip
15602 000961 00	16817-EP LASERJET 2100	10-JUN-00	1,690.77	0.00	3.00	0.00	1690.77	0.00	3.00	Infor Systems Equip
15602 000961 01	17448-NETVISTA PC WORKS	10-JAN-01	1,243.64	20.73	3.00	103.65	393.82	849.82	3.00	Office Equipment
15600 000964 02	19878-PANASONIC UF790	10-NOV-02	1,125.19	0.00	3.00	0.00	1124.19	1.00	3.00	Infor Systems Equip
15602 000964 99	C9646201-FNT II 300	10-MAR-99	0.00	0.00	3.00	0.00	0.00	0.00	3.00	Infor Systems Equip
15602 000970 00	16922-F3-733 DESKPRO EN	T 10-OCT-00	0.00	0.00	3.00	0.00	0.00	0.00	3.00	Infor Systems Equip

15602	000970	02	19482-IBM 1.6 40GB 128M	3.00	1,130.58	31.40	157.00	722.29	408.29	Infor Systems Equip
15602	000970	02	19811-DELL LAPTOP	1.06	624.80	34.72	173.56	624.80	0.00	Infor Systems Equip
15602	000970	02	19812-DELL LAPTOP	1.06	624.80	34.72	173.56	624.80	0.00	Infor Systems Equip
15602	000970	97	C9186203-DELL LMP PC	3.00	4,399.31	0.00	0.00	4398.31	1.00	Infor Systems Equip
15602	000970	98	C9526212-PNTII 300 PC	3.00	1,072.06	0.00	0.00	1071.06	1.00	Infor Systems Equip
15602	000970	98	C9706204-P200MX PC	3.00	963.69	0.00	0.00	962.69	1.00	Infor Systems Equip
15602	000970	98	C9706209-PNTI233MMX PC	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15602	000970	98	C9706210-PNTI233MMX PC	3.00	884.36	0.00	0.00	883.36	1.00	Infor Systems Equip
15602	000970	99	C9706215-PNT II 300	3.00	1,125.19	0.00	0.00	1124.19	1.00	Infor Systems Equip
15602	000970	99	C9706216-PNT II 300	3.00	1,125.19	0.00	0.00	1124.19	1.00	Infor Systems Equip
15602	000970	99	C9706217-PNT II 300	3.00	1,125.18	0.00	0.00	1124.18	1.00	Infor Systems Equip
15603	000970	00	16813-DELL LATITUDE CSX	3.00	3,669.11	0.00	0.00	3669.11	0.00	Capitalized Software
15604	000970	97	C9176218-LASERJET 55IMX	5.00	0.00	0.00	0.00	0.00	0.00	Capitalized Info Sys Equip
15600	000984	99	19879-PANASONIC UF880 F	5.00	1,809.41	0.00	60.33	1809.41	0.00	Office Equipment
15602	000984	99	15026-LATITUDE CPE300 P	3.00	3,732.51	0.00	0.00	3732.51	0.00	Infor Systems Equip
15602	000984	99	15204-DESKPRO EP CELERO	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15602	000984	01	17618-LATITUDE C600 P3-	3.00	2,951.75	0.00	164.04	2951.75	0.00	Infor Systems Equip
15602	000984	01	19158-LATITUDE C600 700	3.00	2,436.32	0.00	203.04	2436.32	0.00	Infor Systems Equip
15602	000984	02	19419-Latitude C610 1.2	3.00	3,127.07	0.00	434.30	2171.53	0.00	Infor Systems Equip
15602	000984	02	19426-NETVISTA P4 1.6 G	3.00	1,480.79	86.86	205.65	1069.41	955.54	Infor Systems Equip
15602	000984	02	19427-NETVISTA P4 1.6 G	3.00	1,480.79	41.13	205.65	1069.41	411.38	Infor Systems Equip
15602	000984	02	19813-SONY LAPTOP	3.00	624.80	41.13	173.56	1069.41	411.38	Infor Systems Equip
15602	000984	98	C1486210-INSPIRON PC	3.00	2,960.13	0.00	0.00	2959.13	0.00	Infor Systems Equip
15602	000984	97	C8906207-DELL LLM PC	3.00	4,149.02	0.00	0.00	4148.02	1.00	Infor Systems Equip
15602	000984	98	C9566210-PNT II300 PC K	3.00	1,072.06	0.00	0.00	1071.06	1.00	Infor Systems Equip
15603	000984	01	18190-WIMS SOFTWARE DEV	3.00	30,000.00	0.00	3333.38	30000.00	0.00	Capitalized Software
15603	000984	98	C5026301-INSUL MGT	3.00	1,285.00	0.00	0.00	1284.00	1.00	Capitalized Software
15602	000988	99	15013-LATITUDE CPE300 P	3.00	3,316.55	0.00	0.00	3316.55	0.00	Infor Systems Equip
15602	000988	00	16238-LASERJET 8000N	3.00	2,617.51	0.00	0.00	2617.51	0.00	Infor Systems Equip
15602	000988	01	17617-LATITUDE C600 P3-	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15602	000988	01	19022-PRINTER EFSSTYLUS	3.00	3,499.60	97.21	486.05	3207.95	291.65	Infor Systems Equip
15602	000988	01	19193-LAPTOP PC	3.00	2,356.63	65.46	327.30	2094.74	261.89	Infor Systems Equip
15602	000988	02	19821-APPLE G4 G0GB 512	3.00	0.00	0.00	361.40	0.00	0.00	Infor Systems Equip
15602	000988	98	C9886202-MACINTOSH G3 P	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15602	000988	98	C9886203-MACINTOSH G3 P	3.00	0.00	0.00	0.00	0.00	0.00	Infor Systems Equip
15604	000988	97	C9886201-COLOR SCANNER	5.00	1,592.69	0.00	0.00	1591.69	1.00	Capitalized Info Sys Equip
15602	000991	97	C9916204-DELL LMP PC	3.00	4,144.54	0.00	0.00	4143.54	1.00	Infor Systems Equip

Schedule 2.2.6

Retained Personal Property

None.

Schedule 2.3
Assumed Liabilities

None.



WICKES – Inventory Procedures

GENERAL INSTRUCTIONS

Initial When
Completed

CAUTIONARY NOTE: Not under any circumstance is the buyer to be allowed to disconnect, modify, or rearrange any computer equipment until after the physical inventory has been completed and all 'file saves' have been made!

TASKS

Friday and Saturday, July 23-24, 2004

Conducting a Physical Inventory

- All centers will start the inventory process after close of business on Friday. The Friday afternoon/evening DBR will unlock your inventory.
- **TASKS 1 – 19 OF THE PHYSICAL INVENTORY PROCESS, INCLUDING THE START OF THE DBR IN STEP 19, NEED TO BE COMPLETED BY 8:00 P.M. CDT (9:00 P.M. EDT) ON SATURDAY, JULY 24, 2004. IF BY 6:00 P.M. CDT, YOU KNOW FOR SURE THAT YOU CANNOT COMPLETE STEPS 1 – 19 OF THE PHYSICAL INVENTORY BY THE DEADLINE, CALL THE HELP DESK AT EXT. 3878 AND BE PREPARED TO TELL THEM WHAT TIME THIS NIGHT YOU WILL HAVE THESE STEPS COMPLETED. THERE ARE STRICTER AUDIT REQUIREMENTS BEING IMPLEMENTED THAN A NORMAL INVENTORY, AS WE CANNOT CORRECT LATER. PLEASE MAKE SURE YOU READ AND FOLLOW THE TASKS ACCORDINGLY.**
- **BEFORE YOU GO HOME ON SATURDAY, JULY 24TH, YOU WILL NEED TO HAVE COMPLETED TASKS 1 – 23. PLEASE GAUGE YOUR TIME ACCORDINGLY. THIS PART IS CRITICAL! ANY INTERIOR INVENTORY OR OTHER ASSOCIATED INVENTORY WORK THAT CAN BE DONE LATE INTO FRIDAY NIGHT MAY HELP IN BEING ABLE TO MEET THIS SATURDAY DEADLINE.**
- **ATTENTION: ###-refers to your center number. During the Inventory process you will only be able to access two accounts, the ###-INV,CONTROL Account and the MISC Account (###-MISC,CONTROL), the MISC Account holds Spooler Utilities in case you need to print something from the Spooler.**
- **If you need to look up SKUs during your Physical Inventory you will use option 6 - Display SKU Detail Cost/Retail from the Main Inventory Menu.**
- **If at any given time you request a report and it does not print immediately - the report has probably been sent to your system's Spooler File, in this case record the "Hold Entry" Number shown on the screen and print it from your system spooler, you can access Spooler Utilities by signing onto the MISC account at the "W".**

Task #1 _____ The Friday DBR will have opened the Inventory menus.

Friday and Saturday, July 22-23, 2004

- Task #2 ____ If you are a primary Center, then insert a tape in your tape drive.
- Task #3 ____ Sign on to a terminal, using ###-INV,CONTROL. Select line 1, PROCESS PHYSICAL INVENTORY.
- Task #4 ____ Select line 1, **Quick Save / Freeze Physical Inventory**. Follow the directions on the screen. This should take 5 to 30 minutes.
- Task #5 ____ The "**Special Orders Invoiced, but NOT Shipped – SKU Detailed Report**" (LIV021) will print. **DO NOT COUNT THESE PRODUCTS**, as the In-Store System considers the item "sold." The products on this report should carry the "**Do Not Inventory**" tags.
- This report will be followed by the "**Phys Inv Recap – Sys Generated Pages**" (LIV020B) which will be blank unless you are performing a "Select Class Inventory". All centers will be doing a complete inventory. This page will be blank.
- Task #6 ____ Once the terminal is back to the menu, remove the tape and label "Freeze Save."
INV MGMT Manual Chapter 38, Subject 10IS
- Task #7 ____ You are ready to input your inventory, select line 2, **Input Physical Inventory**. Do not forget to tell your keypunchers to use "5990007" with a count, if there is a SKU that will not go in or if they cannot decipher the quantity counted. Make sure they highlight the problem tag on the sheet. These pages must be set aside, reconciled, and then keyed in correctly. Also remind them that sheets are keyed in TAG # order (left to right, top to bottom). INV MGMT Manual Chapter 38, Subject 12IS
- Task #8 ____ Hold all corrections until everything has been keyed (but before the reports are started) - designate ONE person to key the corrections noted by the auditors. The Team Leader and the new Buyer's Representative must initial the yellow and pink copies of the Inventory Pages that carry corrections.
- Task #9 ____ After all of the inventory sheets have been keyed, and after all of the SKU and Auditor's corrections have been made, select line 3, **Print Missing Page And '5990007' Counts report**. Two reports will print "**Missing Inventory Pages**" (LIV027M) and "**Inventory – SKU Errors**" (LIV027N).
- The "Missing Inventory Pages" report prints the missing pages between the first page number entered and the last page numbered entered. Compare the reported "first" and "last" pages with your actual Inventory Count Sheets. Work to identify key entry errors of page numbers or to locate any missing pages and make corrections on the system accordingly.
- Task #10 ____ Reprint this report until there are no pages shown as missing on the report. If pages continue to appear on this report, a page may have been entered with the wrong page number - continue to investigate and reconcile until no missing items appear on the report. **DO NOT PROCEED** until all pages have been located and corrections are keyed. Re-Run this report until it shows **NO** pages are missing.
- The "Inventory – SKU Errors" report prints all '**5990007**' SKUS with quantities. Locate inventory count sheets with tags keyed as '5990007' and quantities. Determine the correct SKU and/or quantity and key the correction. Continue to identify key entry errors of SKU numbers and/or quantity until there are **NO** items on this report.
- Note: This option should be re-run until both the Missing Inventory Pages Report and Inventory -- SKU Errors Report have no pages or items reported. INV MGMT Manual Chapter 38, Subject 12IS & 14IS
- Task #11 ____ Select line 4, **Print Inventory Uncounted Sku Report**. The "**Uncounted SKUs Report**" (LIV023A) will print. Locate materials, see if the SKU was counted, determine if key entry error, wrong SKU, not counted etc. Reconcile and input any uncounted SKUS. Do not forget to list them on your inventory listing sheets. The Team Leader must review this report with the center manager. Make notes of items that will not be counted as to why they are not at the center. The Team Leader and Manager must sign this report to send to Vernon Hills in the Inventory Package. INV MGMT Manual Chapter 38, Subject 12IS & 15IS
- If you add items to the inventory from the uncounted sku report you must rerun line 3, **Print Missing Page And '5990007' Counts Report**.
- RERUN THE UNCOUNTED SKU REPORT.

STOP – YOU MUST CALL THE HELP DESK Ext. 3878 BEFORE PROCEEDING.

Saturday, July 24, 2004 Cont...

The help desk associate will go into your system and send a copy of the uncounted sku report to Vernon Hills. It will be reviewed and you will be called to proceed or question on why items were not counted

YOU CAN NOT PROCEED UNTIL APPROVAL IS GIVEN. WE DO NOT HAVE A SECOND CHANCE TO ADD SKUS TO THE INVENTORY SO AN AUDITED REVIEW OF THIS REPORT MUST BE DONE BEFORE PROCEEDING.

BEFORE PROGRESSING FURTHER WITH THE INVENTORY, PLEASE REMEMBER THAT YOU MUST:
Instruction to come. Pending Purchase Agreements

Once you do the next step, only the items on the Variance Report can be entered into your inventory. **BE ABSOLUTELY SURE** that all areas have been audited and the corrections keyed.

Task #12 ____ Select line 5, **Print Inventory Variance Report**. The "Inventory Variance Report" (LIV023) will print. It reports on counted SKUs with quantity variances greater than or equal to 100 or dollar amount variances greater than or equal to \$250. Locate materials, see if the SKU was counted, determine if key entry error, wrong SKU, not counted, etc. Reconcile and input any corrections.

THE TEAM LEADER MUST REVIEW EACH LINE, RECOUNT THE INVENTORY, AND INITIAL THAT HE/SHE HAS EITHER CORRECTED THE ITEM OR THAT THE COUNT IS CORRECT. INV MGMT Manual Chapter 38, Subject 12IS & 151S

Task #13 ____ Select line 3 again, **Print Missing Page And '5990007' Counts Report** (reprint these reports). Two reports will print "Missing Inventory Pages" (LIV027M) and "Inventory - SKU Errors" (LIV027N).

Reconcile any items on the report and reprint until there are no missing items. **This is the copy to be sent to the Corporate Office.** INV MGMT Manual Chapter 38, Subject 12IS & 141S

Task #14 ____ Load your system printer, with two-part white paper if you haven't done so already.

Task #15 ____ If you are a primary center, insert a tape in your tape drive.

Task #16 ____ Select line 6, **Quick Save / Post Physical Inventory**. Again if you have two systems on one RS6000, both must be off the system. Both do not have to be done with inventory but must signoff for this step.

Stop and Call the Help Desk Ext. 3878

During this process the following reports will print:

**Inventory Variance/Change Report (LIV023B)
Inventory Verification Sign-off (Form 5011CIS)
Physical Inventory Shrinkage Report (LIV028P)
Special Order 7 Digit Skus - Qty Counted > QOH (7DIG.S.O.RPT)
Cost Stock Ledger Reconciliation (LIV028R)**

The center manager and the auditor must both sign the system generated Inventory Verification Sign-Off (Form 5011CIS) and keep photocopies of this document. **The original must be sent to the Corporate Office.**

The "INV \$VAR" column of the Physical Inventory Shrinkage Report must be reviewed to identify further corrections or possible miscalculations of the new "AVG COST". These will be reviewed and corrected on Sunday.

The Special Order 7 Digit Sku - Qty Counted > QOH Report will **only** print if you have SKUS that meet this criteria. INV MGMT Manual Chapter 38, Sub 12IS & 171S

Task #17 ____ As soon as the terminal is back to the menu, select line 7, **Run Physical Inventory Sheet Recap Report (LIV020)**. Two reports will print:

Saturday, July 24, 2004 Cont...

**Physical Inventory (LIV020) Lists your count sheets
Physical Inventory Recap (LIV020A)**

You will have the option to print the pages at a later time (Monday) from your Spooler or print them immediately. **YOU MUST PRINT THEM IMMEDIATELY.** (this will take a couple of hours to print). INV MGMT Manual Chapter 38, Subject 12IS & 21IS

IN PAST INVENTORIES - SEVERAL CENTERS MISSED MENU ITEM #7 "RUN PHYSICAL INVENTORY SHEET RECAP REPORT (LIV020) THE JOB MUST BE REQUESTED AT THIS TIME. BEFORE YOU CONTINUE - CHECK TO ENSURE THAT THIS HAS BEEN ORDERED!

Remember, you do not have to wait until the Physical Inventory Sheets Report is completely printed to be able to go on to the next item. You only have to have the menu available to proceed.

As soon as the terminal is back to the menu,

Task #18 _____ Select line 8, **Close Physical Inventory.**

And once again... do not forget to "Close" the Physical Inventory (when you are finished) and do not forget to Run a DBR after you "Close" the Physical Inventory.

Task #19 _____ As soon as the terminal is back to the "Flying W", insert a tape in the tape drive (if you're are a primary center), sign onto ###-SYS,CONTROL, and **START YOUR DBR.** (This DBR sets up the system so that the Physical Inventory can be polled).

Task #20 _____ You must call the Help Desk (ext. 3878) at this point in the process and inform them you have started Task #19. This must be done even if you were someone who was not able to complete Task 19 by the deadline time and you have spoken to the help desk once already. (See the note on page 10).

Task #21 _____ Sign on to Admin and run a Consolidated Stock Ledger. Please mark "AFTER INVENTORY, BUT PRIOR TO CORRECTIONS @ CENTER #: ATTN: ALTHEA" in bold lettering on this report after it is printed.

Task #22 _____ **PLEASE DO NOT LEAVE THE CENTER FOR THE NIGHT UNTIL THIS STEP IS COMPLETED!** YOU MUST SIGN ON TO XXX-SYS,CONTROL AFTER THE DBR IS COMPLETED AND RUN A "COMPLETE FILE SAVE". Label it "AFTER INV., BUT BEFORE CORRECTIONS @ CENTER #"
If you have two systems on one RS6000 you must have both systems at the "Flying W".

Task #23 _____ The Team Leader is to take the saved file off-site with him/her when they leave the center or plant. Bring this tape back with you on Sunday as this is the tape you will give to the Buyer's representative.

****** DO NOT ENTER ANY POST- INVENTORY CORRECTIONS ****
UNTIL AFTER 6:00 A.M. CDT (7:00 A.M. EDT) ON SUNDAY MORNING,
JULY 25, 2004**

Sunday, July 25, 2004

Task #24 _____ THE TEAM LEADER AND MANAGER MUST REVIEW THE INVENTORY PRINTOUT FOR ERRORS THAT WERE NOT FOUND ON THE VARIANCE REPORT. Look for large \$ variances. Determine if it is from the quantity or cost. If from the quantity, look at the tickets for that item. Go back to the items and verify that the unit and description match. If not, you must cycle count in the In-Store system to correct. You must also list on the 'Excel Worksheet for Correction'.

If the cost is wrong, then the following TCL reports can be run to assist you in determining errors:

- LAST.5.RECEIVED
- SKU.RECV.HIST
- SKU.RECV.HIST.LY

for the receiving history and determine what the correct cost should be. List this on the Excel worksheet and call accounting so they can fix the mainframe.

Sunday, July 25, 2004 Cont...

If leased items exist, such as postage meters (with postage remaining in the machine), make sure the dollar amount is current and record this amount on the "Center Closing Statement" in the next step.

The following spreadsheet is found and can be downloaded from the 'documents/forms' tab in my.wickes.com under the section "Finance Forms". These spreadsheets need to be completed and then all must be e-mailed to amieske@wickes.com no later than 12:00 p.m. CST on Sunday, July 25, 2004:

_____ The Excel Worksheet for Correction to Inventory.

Task #25 _____ The "Center Closing Statement" in Excel (found in the same place as the reports in Task #24). This can only be done after the DC's are downloaded from Vernon Hills. That will be sometime after 3:00 p.m. today.

Task #26 _____ Run another Consolidated Stock Ledger report. Mark on this report after it is printed. "AFTER INVENTORY CORRECTIONS @ Center #: ATTN: ALTHEA" in bold lettering.

Task #27 _____ Sign on to xxx-SYS,CONTROL and run a DBR.

Task #28 _____ Run TWO complete file save tapes. Label them "AFTER INV. CORRECTIONS @ Center #" Package in bubble wrap and prepare to mail these tapes on Monday, each tape being mailed separately, to Vernon Hills, Attn: HELP DESK. **DO NOT PUT THESE TAPES WITH THE OTHER INVENTORY REPORTS AND SO FORTH THAT ARE GOING TO BE SENT TO THE CORPORATE OFFICE LATER. TAKE THESE TAPES WITH YOU WHEN YOU LEAVE FOR SAFEKEEPING TONIGHT UNTIL THEY CAN BE MAILED OR RETURNED TO VERNON HILLS ON MONDAY, July 25th.**

Under the direction of the Team Leader, an associate should box and prepare for shipment the following documents and equipment to the Accounting/Tax Departments in Vernon Hills by U.S. Mail or by UPS. Do not ship by pallet with the other items being shipped that way.

_____ Blanket Sales Tax Exemption Certificates. (Before sending, review these certificates to make certain that all tax-exempt sales have been covered.)

_____ Current copies of all licenses and permits for carrying on business or for selling special classes of merchandise.

_____ Locate and secure the center's Bankcard ZON machines (380/2 ONLY) and send ZON machines to the Corporate Banking Department, attn: Darold Weidman.

_____ All Bad checks files.

_____ All Physical Inventory count sheets, reports, audit sheets, and the following cost stock ledgers: (1) After Inventory, prior to corrections and (2) After Inventory with corrections. Also include a hard copy of the excel spreadsheets that were e-mailed to Althea Mieske (see Task # 24 & 25). Complete this step just like you've down in past physical inventories.

--

Notes

Schedule A
The Locations
(\$ in Thousands)

NO.	CENTER NAME	MAILING ADDRESS	TRUCK/RAIL ADDRESS	ESTIMATED ASSUMED ACCOUNTS RECEIVABLE BALANCE	ESTIMATED INVENTORY VALUE
414	Argos, IN	15124 North Michigan Rd. Argos, IN 46501	15124 North Michigan Rd. Argos, IN 46501	142	393
294	Coldwater, MI	P. O. Box 448 Coldwater, MI 49036	613 Lott Road Coldwater, MI 49036	231	585
250	Elyria, OH	41855 N. Ridge Road Elyria, OH 44035	41855 N. Ridge Road Elyria, OH 44035 Rail Address: Lorain, OH Rail Delivery: CSXT	301	515
315	Harrisburg, PA	451 Amp - Wick Drive Harrisburg, PA 17111	451 Amp - Wick Drive Off Chambers Hill Rd. Harrisburg, PA 17111	700	938
201	Ithaca, NY	100 Commercial Avenue Ithaca, NY 14850	100 Commercial Avenue Ithaca, NY 14850	400	837
060	Mishawaka, IN	14130 E. McKinley Mishawaka, IN 46545	14130 E. McKinley - US 20 Hwy Mishawaka, IN 46545	74	480
072	Rootstown, OH	5192 Tallmadge Road P. O. Box 183 Rootstown, OH 44272	5192 Tallmadge Rd, C.H. 18 2 Miles East of Rootstown, OH 44272 Rail Address: Rootstown, OH Rail Delivery: NS	140	413
066	Saegertown, PA	P. O. Box 566 Saegertown, PA 16433	18568 U. S. Highway 6 & 19 Saegertown, PA 16433	214	474

ESCROW AGREEMENT

ESCROW AGREEMENT made as of July 15, 2004, by and among Bradco Supply Corporation, a New Jersey corporation ("Purchaser"), Wickes Inc., a Delaware corporation ("Seller"), and First American Title Insurance Company, as escrow agent (the "Escrow Agent").

Purchaser and Seller have entered into an Asset Purchase and Sale Agreement dated as of July 15, 2004 (as amended or supplemented, the "Purchase Agreement"), providing for the purchase by Purchaser of the Assets related to each Location and the assumption by Purchaser of certain liabilities and the performance of certain obligations of Seller.

The Purchase Agreement provides that Purchaser shall put \$1,250,000 of the Purchase Price (the "Bid Deposit") into escrow with the Escrow Agent, which amount, including all earnings thereon generated while held in such escrow, shall be applied and transferred solely as provided in Section 2.10 of the Purchase Agreement.

The parties to this Escrow Agreement have agreed upon and wish to set forth the terms and conditions with respect to the Escrow Amount held by the Escrow Agent.

NOW THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms defined in the Purchase Agreement, when used herein, shall have the respective meanings set forth therein.
2. Escrow Agent. Purchaser and Seller hereby designate and appoint the Escrow Agent to serve in accordance with the terms, conditions and provisions of this Escrow Agreement, and the Escrow Agent hereby agrees to act as such, upon the terms, conditions and provisions provided in this Escrow Agreement.
3. Deposit of Bid Deposit. Concurrently with the execution of this Escrow Agreement, Purchaser has delivered the Bid Deposit to the Escrow Agent for deposit into an escrow account (the "Escrow Account") subject to the terms and provisions contained herein.
4. Disbursement of Bid Deposit. Subject to the right of the Escrow Agent to resign as hereinafter provided, the Escrow Agent shall hold the Bid Deposit and shall apply and transfer the Bid Deposit to Purchaser or Seller, as the case may be, only for the following purposes and in the following manner:
 - (i) The Bid Deposit shall be transferred to Purchaser upon the rightful termination of the Purchase Agreement by Purchaser under Section 6.6.2 thereof;
 - (ii) The Bid Deposit shall be transferred to Seller upon the wrongful termination of the Purchase Agreement by Purchaser or if

Purchaser defaults on its obligation to consummate the transactions contemplated in the Purchase Agreement;

- (iii) Some or all of the remaining Bid Deposit, as the case may be, shall be transferred to Seller or Purchaser toward payment or refund of the difference between Estimated Inventory Value and Actual Inventory Value in accordance with their joint instructions delivered pursuant to Section 2.8 of the Purchase Agreement;
- (iv) Any portion of the Bid Deposit remaining after application in accordance with the immediately preceding paragraph shall be used to satisfy the prorations, if any, not capable of being made at Closing, on or before the forty-fifth (45) day following the Closing; and
- (v) Any portion of the Bid Deposit remaining after application in accordance with the immediately preceding paragraph shall be wire transferred to Seller on the forty-fifth (45) day following the Closing unless a dispute under Section 2.7 of the Purchase Agreement remains unresolved, in which event the remaining Bid Deposit shall continue to be held in escrow until further order of the Bankruptcy Court.

5. Disbursement Procedures.

(a) If the Purchaser requests a payment from the Escrow Agent pursuant to paragraph (i) of Section 4 hereof, or Seller requests a payment from the Escrow Agent pursuant to clause (ii) of Section 4 hereof, then Purchaser or Seller, as the case may be, shall notify the Escrow Agent in writing of such request, which notice shall include a summary of the basis for its claims and disbursement instructions (a "Bid Deposit Claim"). The party asserting a Bid Deposit Claim shall provide the other party with a copy of such Bid Deposit Claim when it provides such Bid Deposit Claim to the Escrow Agent. The Escrow Agent shall, within five (5) business days of receipt of a Bid Deposit Claim, provide an additional copy of such Bid Deposit Claim to the other party and, on a date which is not less than ten (10) business days thereafter, disburse to the party that asserted the Bid Deposit Claim from the Escrow Account the Bid Deposit, unless prior to the date of disbursement the other party delivers to the Escrow Agent and the party that asserted the Bid Deposit Claim a written notice disputing in good faith (a "Dispute Notice") the asserting party's right to the Bid Deposit.

(b) If a party delivers a Dispute Notice to the other party pursuant to Section 5(a), then the Escrow Agent shall continue to hold the Bid Deposit until receipt of written instructions jointly executed by Purchaser and Seller or a final judgment entered by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court") with respect to Case No. 04 B 02221 (a "Court Order"), and shall thereafter disburse the Bid Deposit in accordance with such joint instructions or the Court Order.

(c) Notwithstanding the provisions of this Section 5, if Purchaser and Seller jointly execute a written notice to the Escrow Agent providing the Escrow Agent with disbursement instructions for all or part of the Bid Deposit, the Escrow Agent shall disburse the Bid Deposit (or the portion specified in such notice) in accordance with the instructions contained in such notice.

(d) Transfers to Purchaser or Seller of some or all of the remaining Bid Deposit pursuant to paragraphs (iii), (iv) or (v) of Section 4 hereof shall be made by the Escrow Agent only upon receipt of (i) a jointly executed written notice of Purchaser and Seller or (ii) a Court Order.

6. Investment of Escrow Account. The Escrow Agent shall invest and reinvest the Escrow Amount in the High Balance Savings Money Market Fund. Neither the Escrow Agent, Seller nor Purchaser shall be liable or responsible in any manner for any loss or depreciation resulting from any such investment or liquidation, or for any costs in connection therewith, and all of said losses and costs shall be borne by the Escrow Account.

7. Investment Income. Income, interest, increments and realized gains paid upon the Bid Deposit held in the Escrow Account shall become part of the Escrow Amount and shall be retained in the Bid Deposit and be disbursed in accordance with the terms of this Agreement.

8. Certain Tax Matters. Seller hereby acknowledges that, for federal and state income tax purposes, all amounts earned on the investment of the Escrow Amount shall be income of Seller. The Escrow Agent shall be responsible for reporting any earnings to Seller and the Internal Revenue Service.

9. Responsibilities of the Escrow Agent. The Escrow Agent shall have no duties or responsibilities except those expressly set forth herein. The Escrow Agent shall have no responsibility for the validity of any agreements referred to in this Escrow Agreement, or for the performance of any such agreements by any party thereto or for interpretation of any of the provisions of any of such agreements. The liability of the Escrow Agent hereunder shall be limited solely to bad faith, willful misconduct or gross negligence on its part. The Escrow Agent shall be protected in acting upon any certificate, notice or other instrument whatsoever received by the Escrow Agent under this Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which the Escrow Agent in good faith believes to be genuine and to have been signed or presented by a proper person or persons.

Except as otherwise required by this Agreement, the Escrow Agent shall have no responsibility as to the validity, collectability or value of any property held by it in escrow pursuant to this Escrow Agreement and the Escrow Agent may rely on any notice, instruction, certificate, statement, request, consent, confirmation, agreement or other instrument which it believes to be genuine and to have been signed or presented by a proper person or persons. In the event that the Escrow Agent shall be uncertain as to its

duties or rights hereunder or shall receive instructions from any of the undersigned with respect to any property held by it in escrow pursuant to this Escrow Agreement which, in the opinion of the Escrow Agent, are in conflict with any of the provisions of this Escrow Agreement, the Escrow Agent shall be entitled to refrain from taking any action until its shall be directed otherwise in writing by all of the other parties hereto or by an order of a court of competent jurisdiction. The Escrow Agent shall be deemed to have no notice of, or duties with respect to, any agreement or agreements with respect to any property held by it in escrow pursuant to this Escrow Agreement other than this Escrow Agreement or except as otherwise provided herein. This Escrow Agreement sets forth the entire agreement between the parties hereto and the Escrow Agent as escrow agent. Notwithstanding any provision to the contrary contained in any other agreement (excluding any amendment to this Escrow Agreement) between any of the parties hereto, the Escrow Agent shall have no interest in the property held by it in escrow pursuant to this Escrow Agreement except as provided in this Escrow Agreement. In the event that any of the terms and provisions of any other agreement (excluding any amendment to this Escrow Agreement) between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Escrow Agreement, the terms and provisions of this Escrow Agreement shall govern and control in all respects.

No assignment of the interest of any of the parties hereto shall be binding upon the Escrow Agent unless and until written evidence of such assignment in form satisfactory to the Escrow Agent shall be delivered to and acceptable by the Escrow Agent. In the event that any property in the Escrow Account shall be stayed or enjoined by an order of court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Escrow Agreement, or any part thereof, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. If the Escrow Agent becomes involved in litigation on account of this Escrow Agreement, it shall have the right to retain counsel and shall have a first lien on the property described hereunder for any and all costs, reasonable attorneys' fees, charges, disbursements and expenses in connection with such litigation; and, after delivery of written notice to the parties hereto, detailing the fees and charges to be paid, shall be entitled to reimburse itself therefore out of the property deposited hereunder, and if it shall be unable to reimburse itself from the property deposited hereunder, the parties hereto jointly and severally agree to pay to the Escrow Agent on demand reasonable attorneys' fees, disbursements and expenses incurred in connection with such litigation.

10. Amendment and Cancellation. The Escrow Agent shall not be bound by any cancellation, waiver, modification or amendment of this Escrow Agreement, including the transfer of any interest hereunder, unless such modification is in writing and signed by Seller and Purchaser and, if the duties of the Escrow Agent hereunder are

affected in any way, unless the Escrow Agent also shall have given its written consent thereto.

11. Resignation. The Escrow Agent shall have the right, in its discretion, to resign as escrow agent at any time, by giving at least thirty (30) days' prior written notice of such resignation to Seller and Purchaser. In such event Seller and Purchaser will promptly select a bank or title company with capital, surplus and undivided profits of not less than \$50,000,000 which will be appointed as successor Escrow Agent, and Seller and Purchaser will enter into an agreement with such bank or title company in substantially the form of this Escrow Agreement. Resignation by the Escrow Agent shall relieve the Escrow Agent of any responsibility or duty thereafter arising hereunder, but shall not relieve the Escrow Agent of responsibility to account to Seller and Purchaser for funds received by the Escrow Agent prior to the effective date of such resignation. If a substitute for the Escrow Agent hereunder shall not have been selected as aforesaid, the Escrow Agent shall be entitled to petition any court for the appointment of a substitute for it hereunder or, in the alternative, it may (i) transfer and deliver funds deposited in the Escrow Account to or upon the order of such court, or (ii) keep safely all funds in the Escrow Account until it receives joint written notice from Seller and Purchaser of a substitute appointment. The Escrow Agent shall be discharged from all further duties hereunder upon acceptance by the substitute of its duties hereunder or upon transfer and delivery of the said funds in said Escrow Account to or upon the order of any court.

12. Fees. The Escrow Agent shall be paid the fees listed on Exhibit A attached hereto for its service hereunder and shall be reimbursed for its actual out-of-pocket expenses in connection with the administration of the Escrow. Seller and Purchaser agree that all fees and expenses of the Escrow Agent (including fees and expenses paid out of the funds held in the Escrow Account and including fees and disbursements of counsel) shall be borne equally by Seller and Purchaser. Each of Purchaser, on the one hand, and Seller, on the other hand, shall be liable for one-half of the Escrow Agent's fees and expenses for its services hereunder which Seller and Purchaser will pay at the closing under the Purchase Agreement before the deposit of the Escrow Amount into the Escrow Account. The Escrow Agent does not have and will not have any interest in the funds deposited hereunder but is serving only as escrow holder and having only possession thereof.

13. Payments. At any time the Escrow Agent is required to distribute or pay over any amounts held by or received by it under any of the provisions of this Escrow Agreement to Seller or Purchaser, such distribution and payment shall be effected by wire transfer of such amounts to an account or accounts designated in writing by Seller or Purchaser.

14. Notices. All communications and disbursements required pursuant to this Escrow Agreement shall be addressed to the Escrow Agent, Purchaser and Seller, respectively as follows:

If to Escrow Agent:

First American Title Insurance Company
30 N. LaSalle Street, Suite 310

Chicago, Illinois 60602
Attn: Greg Chaparro
Fax: (312) 553-0480
Email: gchaparro@firstam.com

If to Purchaser, to:

Bradco Supply Corporation
13 Production Way
Avenel, NJ 07001
Attn: Steve Feinberg
Fax: 732-382-3577
Email: sfeinberg@bradcosupply.com

If to Seller:

Wickes Inc.
706 North Deerpath Drive
Vernon Hills, Illinois 60061
Attn: James J. O'Grady
Fax: (847) 367-3765
Email: jogrady@wickes.com

With a copy to:

Schwartz Cooper Greenberger
& Krauss, Chartered
180 N. LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Mark Butterman
Fax: (312) 264-2422
Email: mbutterman@scgk.com

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

Any notice, instructions or delivery under any of the provisions of this Escrow Agreement shall be in writing and shall be delivered personally, or sent by reputable overnight courier service, delivery charges prepaid and proof of delivery requested. Any such notice shall be deemed given (i) if delivered personally, when so delivered to the applicable address set forth above in this Section 14 or (ii) if sent by overnight courier service to the applicable address set forth above in this Section 14, two days after delivery to such courier service. Notwithstanding any of the foregoing, no notice or instructions to the Escrow Agent shall be deemed to have been received by the Escrow Agent prior to actual receipt by the Escrow Agent, and any computation of a time period which is to begin after receipt of a notice by the Escrow Agent shall run from the date of such receipt by the Escrow Agent.

15. Parties in Interest. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. Captions. The paragraph captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Escrow Agreement.

17. Execution by Escrow Agent. The execution of this Escrow Agreement by the Escrow Agent shall constitute a receipt for the Escrow Amount.

18. Indemnification of Escrow Agent. Each of Seller and Purchaser agree, jointly and severally, to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, claim or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Escrow Agreement, except for bad faith, gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this Section 18 shall survive termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

19. Disagreements. If any disagreement or dispute arises between the parties to this Escrow Agreement concerning the meaning or validity of any provision under this Escrow Agreement or concerning any other matter relating to this Escrow Agreement, the Escrow Agent (a) shall be under no obligation to act, except under process or order of court, or until it has been adequately indemnified to its full satisfaction, and shall sustain no liability for its failure to act pending such process or court order or indemnification, and (b) may deposit, in its sole and absolute discretion, the Escrow Amount or that portion of the Escrow Amount it then holds with the Bankruptcy Court and interplead the parties. Upon such deposit and filing of interpleader, the Escrow Agent shall be relieved of all liability as to the Escrow Amount and shall be entitled to recover from the parties its reasonable attorneys' fees and other costs incurred in commencing and maintaining such action.

20. Third Party Beneficiaries. Nothing in this Escrow Agreement, express or implied, is intended to or shall confer upon any person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement, and no person shall be deemed to be a third party beneficiary under or by reason of this Escrow Agreement.

21. Governing Law. THIS ESCROW AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF ILLINOIS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

22. Counterparts. This Escrow Agreement may be executed in two or more counterparts, all of which taken together shall constitute on instrument.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereunto have duly caused this Escrow Agreement to be executed as of the first day above written.

PURCHASER:

**BRADCO SUPPLY CORPORATION, a
New Jersey corporation**

By: _____
Its: _____

SELLER:

WICKES INC., a Delaware corporation

By: _____
Its: _____

ESCROW AGENT:

**FIRST AMERICAN TITLE
INSURANCE COMPANY**

By: _____
Its: _____

EXHIBIT A

\$250.00 payable on the date of the Escrow Agreement and, if the Escrow Agreement is not terminated prior thereto, on each anniversary of such date.

ESCROW AGREEMENT

ESCROW AGREEMENT made as of July 15, 2004, by and among Bradco Supply Corporation, a New Jersey corporation ("Purchaser"), Wickes Inc., a Delaware corporation ("Seller"), and First American Title Insurance Company, as escrow agent (the "Escrow Agent").

Purchaser and Seller have entered into an Asset Purchase and Sale Agreement dated as of July 15, 2004 (as amended or supplemented, the "Purchase Agreement"), providing for the purchase by Purchaser of the Assets related to each Location and the assumption by Purchaser of certain liabilities and the performance of certain obligations of Seller.

The Purchase Agreement provides that Purchaser shall put \$1,250,000 of the Purchase Price (the "Bid Deposit") into escrow with the Escrow Agent, which amount, including all earnings thereon generated while held in such escrow, shall be applied and transferred solely as provided in Section 2.10 of the Purchase Agreement.

The parties to this Escrow Agreement have agreed upon and wish to set forth the terms and conditions with respect to the Escrow Amount held by the Escrow Agent.

NOW THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms defined in the Purchase Agreement, when used herein, shall have the respective meanings set forth therein.
2. Escrow Agent. Purchaser and Seller hereby designate and appoint the Escrow Agent to serve in accordance with the terms, conditions and provisions of this Escrow Agreement, and the Escrow Agent hereby agrees to act as such, upon the terms, conditions and provisions provided in this Escrow Agreement.
3. Deposit of Bid Deposit. Concurrently with the execution of this Escrow Agreement, Purchaser has delivered the Bid Deposit to the Escrow Agent for deposit into an escrow account (the "Escrow Account") subject to the terms and provisions contained herein.
4. Disbursement of Bid Deposit. Subject to the right of the Escrow Agent to resign as hereinafter provided, the Escrow Agent shall hold the Bid Deposit and shall apply and transfer the Bid Deposit to Purchaser or Seller, as the case may be, only for the following purposes and in the following manner:
 - (i) The Bid Deposit shall be transferred to Purchaser upon the rightful termination of the Purchase Agreement by Purchaser under Section 6.6.2 thereof;
 - (ii) The Bid Deposit shall be transferred to Seller upon the wrongful termination of the Purchase Agreement by Purchaser or if

Purchaser defaults on its obligation to consummate the transactions contemplated in the Purchase Agreement;

- (iii) Some or all of the remaining Bid Deposit, as the case may be, shall be transferred to Seller or Purchaser toward payment or refund of the difference between Estimated Inventory Value and Actual Inventory Value in accordance with their joint instructions delivered pursuant to Section 2.8 of the Purchase Agreement;
- (iv) Any portion of the Bid Deposit remaining after application in accordance with the immediately preceding paragraph shall be used to satisfy the prorations, if any, not capable of being made at Closing, on or before the forty-fifth (45) day following the Closing; and
- (v) Any portion of the Bid Deposit remaining after application in accordance with the immediately preceding paragraph shall be wire transferred to Seller on the forty-fifth (45) day following the Closing unless a dispute under Section 2.7 of the Purchase Agreement remains unresolved, in which event the remaining Bid Deposit shall continue to be held in escrow until further order of the Bankruptcy Court.

5. Disbursement Procedures.

(a) If the Purchaser requests a payment from the Escrow Agent pursuant to paragraph (i) of Section 4 hereof, or Seller requests a payment from the Escrow Agent pursuant to clause (ii) of Section 4 hereof, then Purchaser or Seller, as the case may be, shall notify the Escrow Agent in writing of such request, which notice shall include a summary of the basis for its claims and disbursement instructions (a "Bid Deposit Claim"). The party asserting a Bid Deposit Claim shall provide the other party with a copy of such Bid Deposit Claim when it provides such Bid Deposit Claim to the Escrow Agent. The Escrow Agent shall, within five (5) business days of receipt of a Bid Deposit Claim, provide an additional copy of such Bid Deposit Claim to the other party and, on a date which is not less than ten (10) business days thereafter, disburse to the party that asserted the Bid Deposit Claim from the Escrow Account the Bid Deposit, unless prior to the date of disbursement the other party delivers to the Escrow Agent and the party that asserted the Bid Deposit Claim a written notice disputing in good faith (a "Dispute Notice") the asserting party's right to the Bid Deposit.

(b) If a party delivers a Dispute Notice to the other party pursuant to Section 5(a), then the Escrow Agent shall continue to hold the Bid Deposit until receipt of written instructions jointly executed by Purchaser and Seller or a final judgment entered by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court") with respect to Case No. 04 B 02221 (a "Court Order"), and shall thereafter disburse the Bid Deposit in accordance with such joint instructions or the Court Order.

(c) Notwithstanding the provisions of this Section 5, if Purchaser and Seller jointly execute a written notice to the Escrow Agent providing the Escrow Agent with disbursement instructions for all or part of the Bid Deposit, the Escrow Agent shall disburse the Bid Deposit (or the portion specified in such notice) in accordance with the instructions contained in such notice.

(d) Transfers to Purchaser or Seller of some or all of the remaining Bid Deposit pursuant to paragraphs (iii), (iv) or (v) of Section 4 hereof shall be made by the Escrow Agent only upon receipt of (i) a jointly executed written notice of Purchaser and Seller or (ii) a Court Order.

6. Investment of Escrow Account. The Escrow Agent shall invest and reinvest the Escrow Amount in the High Balance Savings Money Market Fund. Neither the Escrow Agent, Seller nor Purchaser shall be liable or responsible in any manner for any loss or depreciation resulting from any such investment or liquidation, or for any costs in connection therewith, and all of said losses and costs shall be borne by the Escrow Account.

7. Investment Income. Income, interest, increments and realized gains paid upon the Bid Deposit held in the Escrow Account shall become part of the Escrow Amount and shall be retained in the Bid Deposit and be disbursed in accordance with the terms of this Agreement.

8. Certain Tax Matters. Seller hereby acknowledges that, for federal and state income tax purposes, all amounts earned on the investment of the Escrow Amount shall be income of Seller. The Escrow Agent shall be responsible for reporting any earnings to Seller and the Internal Revenue Service.

9. Responsibilities of the Escrow Agent. The Escrow Agent shall have no duties or responsibilities except those expressly set forth herein. The Escrow Agent shall have no responsibility for the validity of any agreements referred to in this Escrow Agreement, or for the performance of any such agreements by any party thereto or for interpretation of any of the provisions of any of such agreements. The liability of the Escrow Agent hereunder shall be limited solely to bad faith, willful misconduct or gross negligence on its part. The Escrow Agent shall be protected in acting upon any certificate, notice or other instrument whatsoever received by the Escrow Agent under this Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which the Escrow Agent in good faith believes to be genuine and to have been signed or presented by a proper person or persons.

Except as otherwise required by this Agreement, the Escrow Agent shall have no responsibility as to the validity, collectability or value of any property held by it in escrow pursuant to this Escrow Agreement and the Escrow Agent may rely on any notice, instruction, certificate, statement, request, consent, confirmation, agreement or other instrument which it believes to be genuine and to have been signed or presented by a proper person or persons. In the event that the Escrow Agent shall be uncertain as to its

duties or rights hereunder or shall receive instructions from any of the undersigned with respect to any property held by it in escrow pursuant to this Escrow Agreement which, in the opinion of the Escrow Agent, are in conflict with any of the provisions of this Escrow Agreement, the Escrow Agent shall be entitled to refrain from taking any action until its shall be directed otherwise in writing by all of the other parties hereto or by an order of a court of competent jurisdiction. The Escrow Agent shall be deemed to have no notice of, or duties with respect to, any agreement or agreements with respect to any property held by it in escrow pursuant to this Escrow Agreement other than this Escrow Agreement or except as otherwise provided herein. This Escrow Agreement sets forth the entire agreement between the parties hereto and the Escrow Agent as escrow agent. Notwithstanding any provision to the contrary contained in any other agreement (excluding any amendment to this Escrow Agreement) between any of the parties hereto, the Escrow Agent shall have no interest in the property held by it in escrow pursuant to this Escrow Agreement except as provided in this Escrow Agreement. In the event that any of the terms and provisions of any other agreement (excluding any amendment to this Escrow Agreement) between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Escrow Agreement, the terms and provisions of this Escrow Agreement shall govern and control in all respects.

No assignment of the interest of any of the parties hereto shall be binding upon the Escrow Agent unless and until written evidence of such assignment in form satisfactory to the Escrow Agent shall be delivered to and acceptable by the Escrow Agent. In the event that any property in the Escrow Account shall be stayed or enjoined by an order of court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Escrow Agreement, or any part thereof, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. If the Escrow Agent becomes involved in litigation on account of this Escrow Agreement, it shall have the right to retain counsel and shall have a first lien on the property described hereunder for any and all costs, reasonable attorneys' fees, charges, disbursements and expenses in connection with such litigation; and, after delivery of written notice to the parties hereto, detailing the fees and charges to be paid, shall be entitled to reimburse itself therefore out of the property deposited hereunder, and if it shall be unable to reimburse itself from the property deposited hereunder, the parties hereto jointly and severally agree to pay to the Escrow Agent on demand reasonable attorneys' fees, disbursements and expenses incurred in connection with such litigation.

10. Amendment and Cancellation. The Escrow Agent shall not be bound by any cancellation, waiver, modification or amendment of this Escrow Agreement, including the transfer of any interest hereunder, unless such modification is in writing and signed by Seller and Purchaser and, if the duties of the Escrow Agent hereunder are

affected in any way, unless the Escrow Agent also shall have given its written consent thereto.

11. Resignation. The Escrow Agent shall have the right, in its discretion, to resign as escrow agent at any time, by giving at least thirty (30) days' prior written notice of such resignation to Seller and Purchaser. In such event Seller and Purchaser will promptly select a bank or title company with capital, surplus and undivided profits of not less than \$50,000,000 which will be appointed as successor Escrow Agent, and Seller and Purchaser will enter into an agreement with such bank or title company in substantially the form of this Escrow Agreement. Resignation by the Escrow Agent shall relieve the Escrow Agent of any responsibility or duty thereafter arising hereunder, but shall not relieve the Escrow Agent of responsibility to account to Seller and Purchaser for funds received by the Escrow Agent prior to the effective date of such resignation. If a substitute for the Escrow Agent hereunder shall not have been selected as aforesaid, the Escrow Agent shall be entitled to petition any court for the appointment of a substitute for it hereunder or, in the alternative, it may (i) transfer and deliver funds deposited in the Escrow Account to or upon the order of such court, or (ii) keep safely all funds in the Escrow Account until it receives joint written notice from Seller and Purchaser of a substitute appointment. The Escrow Agent shall be discharged from all further duties hereunder upon acceptance by the substitute of its duties hereunder or upon transfer and delivery of the said funds in said Escrow Account to or upon the order of any court.

12. Fees. The Escrow Agent shall be paid the fees listed on Exhibit A attached hereto for its service hereunder and shall be reimbursed for its actual out-of-pocket expenses in connection with the administration of the Escrow. Seller and Purchaser agree that all fees and expenses of the Escrow Agent (including fees and expenses paid out of the funds held in the Escrow Account and including fees and disbursements of counsel) shall be borne equally by Seller and Purchaser. Each of Purchaser, on the one hand, and Seller, on the other hand, shall be liable for one-half of the Escrow Agent's fees and expenses for its services hereunder which Seller and Purchaser will pay at the closing under the Purchase Agreement before the deposit of the Escrow Amount into the Escrow Account. The Escrow Agent does not have and will not have any interest in the funds deposited hereunder but is serving only as escrow holder and having only possession thereof.

13. Payments. At any time the Escrow Agent is required to distribute or pay over any amounts held by or received by it under any of the provisions of this Escrow Agreement to Seller or Purchaser, such distribution and payment shall be effected by wire transfer of such amounts to an account or accounts designated in writing by Seller or Purchaser.

14. Notices. All communications and disbursements required pursuant to this Escrow Agreement shall be addressed to the Escrow Agent, Purchaser and Seller, respectively as follows:

If to Escrow Agent:

First American Title Insurance Company
30 N. LaSalle Street, Suite 310

Chicago, Illinois 60602
Attn: Greg Chaparro
Fax: (312) 553-0480
Email: gchaparro@firstam.com

If to Purchaser, to:

Bradco Supply Corporation
13 Production Way
Avenel, NJ 07001
Attn: Steve Feinberg
Fax: 732-382-3577
Email: sfeinberg@bradcosupply.com

If to Seller:

Wickes Inc.
706 North Deerpath Drive
Vernon Hills, Illinois 60061
Attn: James J. O'Grady
Fax: (847) 367-3765
Email: jogrady@wickes.com

With a copy to:

Schwartz Cooper Greenberger
& Krauss, Chartered
180 N. LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Mark Buttermann
Fax: (312) 264-2422
Email: mbuttermann@scgk.com

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

Any notice, instructions or delivery under any of the provisions of this Escrow Agreement shall be in writing and shall be delivered personally, or sent by reputable overnight courier service, delivery charges prepaid and proof of delivery requested. Any such notice shall be deemed given (i) if delivered personally, when so delivered to the applicable address set forth above in this Section 14 or (ii) if sent by overnight courier service to the applicable address set forth above in this Section 14, two days after delivery to such courier service. Notwithstanding any of the foregoing, no notice or instructions to the Escrow Agent shall be deemed to have been received by the Escrow Agent prior to actual receipt by the Escrow Agent, and any computation of a time period which is to begin after receipt of a notice by the Escrow Agent shall run from the date of such receipt by the Escrow Agent.

15. Parties in Interest. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. Captions. The paragraph captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Escrow Agreement.

17. Execution by Escrow Agent. The execution of this Escrow Agreement by the Escrow Agent shall constitute a receipt for the Escrow Amount.

18. Indemnification of Escrow Agent. Each of Seller and Purchaser agree, jointly and severally, to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, claim or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Escrow Agreement, except for bad faith, gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this Section 18 shall survive termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

19. Disagreements. If any disagreement or dispute arises between the parties to this Escrow Agreement concerning the meaning or validity of any provision under this Escrow Agreement or concerning any other matter relating to this Escrow Agreement, the Escrow Agent (a) shall be under no obligation to act, except under process or order of court, or until it has been adequately indemnified to its full satisfaction, and shall sustain no liability for its failure to act pending such process or court order or indemnification, and (b) may deposit, in its sole and absolute discretion, the Escrow Amount or that portion of the Escrow Amount it then holds with the Bankruptcy Court and interplead the parties. Upon such deposit and filing of interpleader, the Escrow Agent shall be relieved of all liability as to the Escrow Amount and shall be entitled to recover from the parties its reasonable attorneys' fees and other costs incurred in commencing and maintaining such action.

20. Third Party Beneficiaries. Nothing in this Escrow Agreement, express or implied, is intended to or shall confer upon any person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement, and no person shall be deemed to be a third party beneficiary under or by reason of this Escrow Agreement.

21. Governing Law. THIS ESCROW AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF ILLINOIS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

22. Counterparts. This Escrow Agreement may be executed in two or more counterparts, all of which taken together shall constitute on instrument.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereunto have duly caused this Escrow Agreement to be executed as of the first day above written.

PURCHASER:

**BRADCO SUPPLY CORPORATION, a
New Jersey corporation**

By: _____
Its: _____

SELLER:

WICKES INC., a Delaware corporation

By: _____
Its: _____

ESCROW AGENT:

**FIRST AMERICAN TITLE
INSURANCE COMPANY**

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereunto have duly caused this Escrow Agreement to be executed as of the first day above written.

PURCHASER:

**BRADCO SUPPLY CORPORATION, a
New Jersey corporation**

By: _____
Its: _____

SELLER:

WICKES INC., a Delaware corporation

By: _____
Its: _____

ESCROW AGENT:

**FIRST AMERICAN TITLE
INSURANCE COMPANY**

By: _____
Its: _____

EXHIBIT A

\$250.00 payable on the date of the Escrow Agreement and, if the Escrow Agreement is not terminated prior thereto, on each anniversary of such date.

EXHIBIT 2.13.3.1

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment is executed as of July 26, 2004 pursuant to that certain Amended and Restated Asset Purchase and Sale Agreement (the "Purchase Agreement") dated as of July 20, 2004, by and between Bradco Supply Corporation, a New Jersey ("Purchaser"), and Wickes Inc., a Delaware corporation, and Lumber Trademark Company, an Illinois corporation (collectively, "Seller"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

In consideration of the mutual promises and covenants contained in the Purchase Agreement, Seller does hereby grant, bargain, sell, convey, transfer and assign unto Purchaser, free and clear of all liens, claims, encumbrances and defects, all of the Seller's right, title and interest in and to the Assets (other than Owned Real Property).

The Assets described in this Bill of Sale and Assignment are being granted, bargained, sold, conveyed, transferred and assigned to Purchaser subject to and in accordance with the terms of the Purchase Agreement and there shall be no representations, warranties or other agreements with respect to the Assets either express or implied other than as contained in the Purchase Agreement.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be executed by its proper officer thereunto duly authorized as of the 26th day of July 2004.

WICKES INC., a Delaware corporation

By: _____

Name: _____

Its: _____

LUMBER TRADEMARK COMPANY, an Illinois corporation

By: _____

Name: _____

Its: _____

EXHIBIT 2.13.3.2

QUITCLAIM DEED

WICKES INC., Debtor-In-Possession, a Delaware corporation, whose address is 706 Deerpath Drive, Vernon Hills, Illinois, 60061, quitclaims to Bradco Supply Corporation, whose address is 13 Production Way, Avenel, New Jersey, the premises in _____, _____ County, _____, described as

SEE EXHIBIT A ATTACHED HERETO

commonly known as _____, Tax Parcel Number _____, for the full consideration of \$10.00.

Dated: _____, 2004

Signed in the presence of:

Signed:

By: _____

WICKES INC., a Delaware corporation

[Name typed or printed in black ink]

By: _____

By: _____

[Name typed or printed in black ink]

James O'Grady, President

State of Illinois)
)ss.
County of Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James O'Grady, President, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and wavier of the right of homestead if any.

Given under my hand and official seal, this _____ day of _____, 2004.

Notary Public

Drafted by:
Michael D. Rothstein, Esq.
Schwartz, Cooper, Greenberger & Krauss
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

When recorded return to:

Send subsequent tax bills to:

EXHIBIT 2.13.3.3

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption") is entered into as of July 26, 2004, by and among BRADCO SUPPLY CORPORATION, a New Jersey corporation ("Assignee"), and WICKES INC., a Delaware corporation, and LUMBER TRADEMARK COMPANY, an Illinois corporation (collectively, "Assignor"), pursuant to that certain Amended and Restated Asset Purchase and Sale Agreement (the "Agreement") dated as of July 20, 2004, by and between Assignor and Assignee. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

Assignor and Assignee hereby agree as follows:

Section 1. Assignment. Subject to the terms and conditions of the Agreement, Assignor does hereby assign, grant, transfer and set over unto the Assignee all of Assignor's rights, benefits, privileges, causes of action and remedies under all of the Designated Executory Contracts, together with such other rights, causes of action and remedies as may arise by operation of law, in law or equity, in connection with any of such Designated Executory Contracts.

Section 2. Assumption. Subject to the terms and conditions of the Agreement, Assignee hereby accepts the assignment in Section 1 hereof and, from and after the date hereof, will assume, perform, and discharge all of the liabilities under the Designated Executory Contracts that accrue after the date hereof, as part of the Assumed Liabilities as provided in Section 2.3 of the Agreement and all liabilities to make any payments when due with respect to Assumed Liabilities.

Section 3. No Amendment. This Assignment and Assumption shall not alter, modify or amend the terms of the Designated Executory Contracts in any respect, nor shall it subject Assignee to any greater liabilities, obligations or duties in connection therewith than would have been enforceable against Assignor.

Section 4. Binding Effect. This Assignment and Assumption shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.

Section 5. Governing Law. This Assignment and Assumption shall be governed by and interpreted in accordance with the laws of the State of Illinois.

Section 6. Conflicts. To the extent there is a conflict between the terms and provisions of this Assignment and Assumption and the Agreement, the terms and provisions of the Agreement will govern.

The parties hereto have executed this Assignment and Assumption as of the date first written above.

WICKES INC., a Delaware corporation

By: _____

Name: _____

Its: _____

LUMBER TRADEMARK COMPANY, an Illinois corporation

By: _____

Name: _____

Its: _____

BRADCO SUPPLY CORPORATION, a New Jersey corporation

By: _____

Name: _____

Title: _____

EXHIBIT 2.13.3.7

ASSIGNMENT OF REGISTERED TRADEMARKS

This Assignment of Registered Trademarks (this "Assignment") is made as of the 26th day of July, 2004 by and between Lumber Trademark Company, an Illinois corporation ("Seller"), and Bradco Supply Corporation, a New Jersey corporation ("Purchaser").

WHEREAS Seller has adopted, used, owns and is using the following trademarks which are registered in the United States Patent and Trademark Office (collectively, the "Marks"):

<u>MARK</u>	<u>REG. NUMBER</u>	<u>SERIAL NUMBER</u>
WICKES	6,992,890	72/062,890
W	1,031,074	72/415930

WHEREAS, Purchaser is desirous of acquiring the Marks and the good will associated therewith; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto hereby agree as follows:

1. Seller does hereby assign unto Purchaser all right, title and interest in and to the Marks, together with the good will of the businesses symbolized in the Marks.
2. This Assignment shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, as the case may be.
3. Upon the request of Purchaser any time after the Closing, Seller will forthwith execute and deliver such instruments of assignment, transfer and other documents as Purchaser or its counsel may request in order to perfect title to the Marks or otherwise to effectuate the purposes of this Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Registered Trademarks as of the date first above written.

LUMBER TRADEMARK COMPANY, an Illinois corporation

By: _____

Name: _____

Its: _____

BRADCO SUPPLY CORPORATION, a New Jersey corporation

By: _____

Name: _____

Its: _____

EXHIBIT 2.13.3.8

July 26, 2004

First American Title Insurance Company
30 North LaSalle Street, Suite 310
Chicago, Illinois 60602
Attn: Greg Chaparro

Re: Joint Escrow Instructions

Ladies and Gentlemen:

Pursuant to Section 5(c) of that certain Escrow Agreement dated as of July 15, 2004 (the "Escrow Agreement") by and among Purchaser, Seller and the Escrow Agent (as such terms are defined therein), Purchaser and Seller hereby authorize and direct the Escrow Agent to transfer to Seller \$325,000 of the Bid Deposit by wire transfer to the following account:

Bank: LaSalle Bank, N.A.
Account Name: Merrill Lynch/Wickes Inc. Collection Account
Account Number: 5800503004
ABA: 071000505
Swift Code: LASLUS44

Very truly yours,

WICKES INC.

By _____

Its: _____

BRADCO SUPPLY CORPORATION

By _____

Its _____

INDIANA

EXHIBIT 2.13.4.3

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

by

**BRADCO SUPPLY CORPORATION,
a New Jersey corporation**

to and for the benefit of

**WICKES INC.,
a Delaware corporation**

257204.1 050495-32982

**TRADEMARK
REEL: 004193 FRAME: 0246**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. Title	4
2. Maintenance, Repair, Restoration, Prior Liens, Parking	4
3. Insurance	5
4. Condemnation	5
5. Lease Assignment	5
6. Effect of Extensions of Time and Other Changes	6
7. Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee	6
8. Security Agreement	7
9. Restrictions on Transfer	8
10. Events of Default; Acceleration	9
11. Foreclosure; Expense of Litigation	11
12. Application of Proceeds of Foreclosure Sale	11
13. Appointment of Receiver	11
14. Mortgagee's Right of Possession in Case of Default	12
15. Application of Income Received by Mortgagee	13
16. Compliance with Indiana Mortgage Foreclosure Law	13
17. Rights Cumulative	14
18. Release Upon Payment and Discharge of Mortgagor's Obligations	14
19. Notices	14
20. Waiver of Rights	15

21. Expenses Relating to Note and Mortgage..... 15
22. Additional Indebtedness Secured..... 16
23. Miscellaneous 16

EXHIBITS

- EXHIBIT A - Legal Description
- EXHIBIT B - Additional Collateral

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING ("Mortgage") is made as of the 26th day of July, 2004, by **BRADCO SUPPLY CORPORATION**, a New Jersey corporation ("Mortgagor"), to and for the benefit of **WICKES INC.**, a Delaware corporation, its successors and assigns ("Mortgagee"):

RECITALS:

A. Pursuant to the terms and conditions of that certain Amended and Restated Asset Purchase and Sale Agreement dated as of July 20, 2004 (as amended, restated or replaced from time to time "Agreement") between Mortgagor and Mortgagee, Mortgagee has agreed to sell to Mortgagor the Facilities (as defined below) and loan to Mortgagor the principal amount of Four Million Seven Hundred Thousand and no/100 Dollars (\$4,700,000.00) ("Loan") to finance a portion of such acquisitions by Mortgagor. The Loan is evidenced by a certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, "Note") made by Mortgagor payable to Mortgagee in the principal amount of the Loan and due on January 24, 2005 ("Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined below). The Note is secured by this Mortgage and, among other things, (i) a certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith made by Mortgagor for the benefit of Mortgagee (the "Ohio Mortgage") encumbering the real property and improvements described therein (the "Ohio Premises"), (ii) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith made by Mortgagor for the benefit of Mortgagee (the "New York Mortgage") encumbering the real property and improvements described therein (the "New York Premises"), (iii) Mortgage of even date herewith made by Mortgagor for the benefit of Mortgagee (the "Michigan Mortgage") encumbering the real property and improvements described therein (the "Michigan Premises") and (iv) Open End Real Property Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing of even date herewith made by Mortgagor for the benefit of Mortgagee (the "Pennsylvania Mortgage") encumbering the real property and improvements described therein (the "Pennsylvania Premises", collectively with this Mortgage, the Ohio Mortgage, New York Mortgage and Michigan Mortgage, the "Mortgages"), and certain other loan documents, all of which, as defined and described in the Note, together with the Mortgages, are herein collectively referred to as the "Loan Documents."

B. A condition precedent to Mortgagee's extension of the Loan to Mortgagor is the execution and delivery by Mortgagor of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

257204.1 050495-32982

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to herein as the "Premises" and collectively with the Ohio Premises, New York Premises, Pennsylvania Premises and Michigan Premises, the "Facilities"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

THE REAL ESTATE located in the State of Indiana and legally described on Exhibit A attached hereto and made a part hereof ("Real Estate");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter attached to the Real Estate, and all fixtures of every nature whatsoever now or hereafter owned by Mortgagor and attached to the Real Estate or the improvements thereon, or attached to any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such improvements or fixtures ("Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, income, royalties, security deposits and impounds, from the Premises to be applied against the Indebtedness (hereinafter defined);

TOGETHER WITH all interest of Mortgagor in all leases now or hereafter on the Premises, whether written or oral ("Leases"), together with all security therefor and all monies payable thereunder;

TOGETHER WITH all fixtures now or hereafter owned by Mortgagor and forming a part of the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, apparatus, awnings, basins, bathtubs, bidets, boilers, carpets, curtains, dehumidifiers, disposals, doors, drapes, ducts, dynamos, elevators, escalators, fans, fittings, floor coverings, furnaces, heaters, humidifiers, incinerators, lighting, pipes, plumbing, pumps, radiators, security systems, shades, sinks, sprinklers, stokers, toilets, ventilators, wall coverings, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, to the extent attached to the Real Estate or the Improvements; it being mutually agreed that all of the aforesaid property owned by Mortgagor and attached to the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as hereinafter defined); and

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and

TO HAVE AND TO HOLD the Premises, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Event of Default; Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Indiana.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, and other indebtedness evidenced by or owing under the Note, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iii) the reimbursement to Mortgagee of any and all sums incurred or expended by Mortgagee pursuant to any term or provision of this Mortgage or any of the other Loan Documents (collectively, "Indebtedness").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises; and (b) Mortgagor has legal power and authority to mortgage and convey the Premises.

2. **Maintenance, Repair, Restoration, Prior Liens, Parking.** Mortgagor covenants that, so long as any portion of the Indebtedness remains unpaid, Mortgagor will:

(a) promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction;

(b) keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien;

(c) pay when due any indebtedness which may be secured by a charge on the Premises on a parity with or superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee; and

(d) make no material alterations in the Premises or demolish any portion of the Premises without Mortgagee's prior written consent, except as required by law or municipal ordinance.

3. **Insurance.**

(a) Mortgagor shall at all times keep all buildings, improvements and fixtures now or hereafter comprising the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee. Unless Mortgagor provides Mortgagee evidence of the insurance coverages required hereunder, Mortgagee may purchase insurance at Mortgagor's expense to cover Mortgagee's interest in the Premises. The coverages that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor will be responsible for the costs of such insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

(b) In the event of loss, Mortgagor shall give prompt notice thereof to Mortgagee, who shall have the right to make proof of loss solely as it related to the Premises.

4. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee. Such award or monies shall be applied on account of the Indebtedness and the remainder shall be promptly turned over to the Borrower.

5. **Lease Assignment.** Mortgagor hereby grants, transfers, sets over and assigns to Mortgagee, all of the right, title and interest of Mortgagor in and to (i) all of the rents, revenues, issues, receipts and income arising out of the Premises, including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases; and (iv) all tenant improvements and fixtures affixed to the Premises.

6. **Effect of Extensions of Time and Other Changes.** If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Note is changed or if the time for payment thereof is extended or varied, Mortgagor shall be held to assent to such

extension, variation, release or change and Mortgagor's liability and the lien and all of the provisions hereof shall continue in full force.

7. **Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee.** If an Event of Default has occurred, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all reasonable expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies reasonably advanced by Mortgagee to protect the Premises or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate (as defined in the Note) then in effect. In addition to the foregoing, any reasonable costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Mortgagee's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Paragraph 7 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional Indebtedness evidenced by the Note and secured by this Mortgage. Mortgagee's failure to act shall not be considered as a waiver of any right accruing to Mortgagee on account of any Event of Default. Should any amount paid out or advanced by Mortgagee hereunder, or pursuant to any other Loan Document, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

8. **Security Agreement.** Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State of Indiana, in effect from time to time, (the "Code") with respect to all sums at any time held by the Mortgagee pursuant to any of the provisions of this Mortgage or the other Loan Documents, and with respect to any personal property included in the granting clauses of this Mortgage which personal property is affixed to the Premises or constitutes a "fixture" (within the meaning of Section I.C. 26-1-9.1-102(41) of the Code) (which property is hereinafter referred to

as "Related Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, (all of said Related Personal Property and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Upon an Event of Default hereunder, Mortgagee shall have the remedies of a secured party under the Code with respect to the Collateral, including, without limitation, the right to take possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated; and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale. The Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the reasonable expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

(b) The terms and provisions contained in this Paragraph 8, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

(c) This Mortgage is intended to be a financing statement within the purview of Section I.C. 26-1-9.1-502(b) of the Code with respect to the Collateral. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinbelow set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

(d) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, with respect to the Premises, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest, of Mortgagor, as lessor thereunder.

9. **Restrictions on Transfer.**

(a) Mortgagor, without the prior written consent of Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). A "Prohibited Transfer" shall mean any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 9 shall not apply (i) to liens securing the Indebtedness or (ii) to the lien of current taxes and assessments not yet due and payable.

(b) In determining whether or not to make the Loan, Mortgagee evaluated the background and experience of Mortgagor and its officers in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the Note. Mortgagor and its officers are well experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. Mortgagor further recognizes that any secondary junior financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens,

Mortgagor agree that if this Paragraph 9 is deemed a restraint on alienation, that it is a reasonable one.

10. **Events of Default; Acceleration.** Each of the following shall constitute an "**Event of Default**" for purposes of this Mortgage:

(a) Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Note on the date when due, or (ii) any other amount payable to Mortgagee under the Note, this Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof, and such failure continues for five (5) days after notice from Mortgagee;

(b) Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under the Note, this Mortgage or any of the other Loan Documents; provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Premises, and the priority, validity and enforceability of the liens created by the Mortgage or any of the other Loan Documents and the value of the Premises are not impaired, threatened or jeopardized, then Mortgagor shall have a period ("**Cure Period**") of thirty (30) days after Mortgagor obtains actual knowledge of such failure or receives written notice of such failure from Mortgagee to cure the same and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if Mortgagor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for thirty (30) additional days, but in no event shall the Cure Period be longer than sixty (60) days in the aggregate;

(c) Mortgagor files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or local statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor or of all or any substantial part of the property of Mortgagor or any of the Premises or all or a substantial part of the assets of Mortgagor are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released or located within thirty (30) days;

(d) the commencement of any involuntary petition in bankruptcy against Mortgagor or the institution against Mortgagor of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or local statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor which shall remain undismissed or undischarged for a period of sixty (60) days;

(e) the dissolution, termination or merger of Mortgagor, other than a merger in which Mortgagor is the surviving corporation;

(f) the occurrence of a Prohibited Transfer; or

(g) the occurrence of an "Event of Default" under the Note, any of the other Mortgages or any of the other Loan Documents.

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable upon written notice to Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate; provided, however, that with respect to any Event of Default described in Paragraph 10(d), if Mortgagor is the party to such Event of Default, all principal of and interest on the Note and all other obligations of the Mortgagor hereunder or under any other Loan Document shall become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived.

11. Foreclosure; Expense of Litigation.

(a) When the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the Indiana mortgage foreclosure law (as may be amended from time to time, the "Indiana Mortgage Foreclosure Laws"). In the event of a foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, reasonable appraisers' fees, reasonable outlays for documentary and expert evidence, reasonable stenographers' charges, reasonable publication costs, and reasonable costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All reasonable expenditures and expenses of the nature mentioned in this paragraph and such other reasonable expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage,

the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, and if not paid within five (5) days of demand with interest thereon beginning on such fifth day until paid at the Default Rate, and shall be secured by this Mortgage.

12. **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with the Indiana Mortgage Foreclosure Laws and, unless otherwise specified therein, in such order as Mortgagee may determine.

13. **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Mortgagee, appoint a receiver for the Premises in accordance with the Indiana Mortgage Foreclosure Laws. Such appointment may be made either before or after sale, and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

14. **Mortgagee's Right of Possession in Case of Default.** At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee possession of the Premises. Mortgagee, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books and records relating solely thereto. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent and actions in distress for rent. Without limiting the generality of the foregoing, Mortgagee shall have full power to:

- (a) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

(b) elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;

(c) make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee deems are necessary;

(d) insure and reinsure the Premises and all risks directly related to Mortgagee's possession, operation and management thereof; and

(e) receive all of such avails, rents, issues and profits.

15. **Application of Income Received by Mortgagee.** Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(a) to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include compensation to its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and

(c) to the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

16. **Compliance with Indiana Mortgage Foreclosure Law.**

(a) If any provision in this Mortgage shall be inconsistent with any provision of the Indiana Mortgage Foreclosure Laws, provisions of the Indiana Mortgage Foreclosure Laws shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Indiana Mortgage Foreclosure Laws.

(b) If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Paragraph 13 of this Mortgage any powers, rights or remedies following the occurrence and during the continuance of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver following the occurrence and during the continuance of such Event of Default under the Indiana Mortgage Foreclosure Laws in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted

in the Indiana Mortgage Foreclosure Laws following the occurrence and during the continuance of such Event of Default to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all reasonable expenses incurred by Mortgagee, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Indebtedness and/or by the judgment of foreclosure.

17. **Rights Cumulative.** Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

18. **Release Upon Payment and Discharge of Mortgagor's Obligations.** Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by Mortgagee in connection with the execution of such release.

19. **Notices.** Any notices, communications and waivers under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee: Wickes Inc.
706 Deerpath Drive
Vernon Hills, Illinois 60061
Attn: James O'Grady, President

With a copy to: Schwartz, Cooper, Greenberger & Krauss, Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Mark M. Butterman, Esq.

To Mortgagor: Bradco Supply Corporation
13 Production Way
Avenel, NJ 07001
Attn: _____

With copy to: Bradco Supply Corporation
13 Production Way
Avenel, NJ 07001
Attn: Michael L Weinberger, Esq.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the third federal banking day following the day sent.

20. **Waiver of Rights.** The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force prior to any sale or sales thereof to be made pursuant to any provisions herein contained; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

(a) The Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of applicable law; and

(b) The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to the Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted.

21. **Expenses Relating to Note and Mortgage.**

(a) Upon an Event of Default, Mortgagor will pay all reasonable expenses, charges, costs and fees relating to the Loan or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagee's reasonable attorneys' fees in connection with the enforcement of the Note, this Mortgage and the other Loan Documents. Mortgagor recognizes that, during the term of this Mortgage, Mortgagee:

(i) May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

(ii) May make preparations following the occurrence of an Event of Default hereunder for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

(iii) May make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

(iv) May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

(v) May enter into negotiations with Mortgagor or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default hereunder, the sale of the Premises, the assumption of liability for any of the Indebtedness or the transfer of the Premises in lieu of foreclosure; or

(vi) May enter into negotiations with Mortgagor or any of its agents, employees or attorneys pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor which approval is required by the terms of this Mortgage.

(b) All reasonable expenses, charges, costs and fees described in this Paragraph 21 shall be so much additional Indebtedness, shall bear interest, if not paid within one (1) Business Day after demand, until so paid at the Default Rate and shall be paid, together with any such interest, by Mortgagor forthwith upon demand.

22. **Additional Indebtedness Secured.** All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Note and interest thereon; this Mortgage secures any and all other amounts which may become due under the Note or any other Loan Document including, without limitation, any and all amounts expended by Mortgagee to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

23. **Miscellaneous.**

(a) **Successors and Assigns.** This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and the holder of the Note.

(b) **Invalidity of Provisions; Governing Law.** In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Mortgagor and Mortgagee shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect. This Mortgage is to be construed in accordance with and governed by the laws of the State of Indiana.

(c) **Rights of Tenants.** Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Mortgagor. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

(d) **Option of Mortgagee to Subordinate.** At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by Mortgagee of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.

(e) **Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by Mortgagee pursuant to this Mortgage.

(f) **Relationship of Mortgagee and Mortgagor.** Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or any of the other Loan Documents. The relationship of Mortgagor and Mortgagee hereunder is solely that of debtor/creditor.

(g) **Time of the Essence.** Time is of the essence of the payment by Mortgagor of all amounts due and owing to Mortgagee under the Note and the other Loan Documents and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

(h) **No Merger.** The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if Mortgagee acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

(i) **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, in no event shall the Indebtedness exceed an amount equal to \$6,000,000.00; provided, however, in no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Note.

(j) **Consent to Jurisdiction.** MORTGAGOR AND MORTGAGEE IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE NOTE AND THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN _____ COUNTY, INDIANA OR THE FEDERAL DISTRICT COURT FOR THE _____ DISTRICT OF INDIANA. MORTGAGOR AND MORTGAGEE HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON ITSELF, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO ITSELF AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

(k) **Waiver of Jury Trial.** MORTGAGOR AND MORTGAGEE, HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY

FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

(l) **Complete Agreement.** This Mortgage, the Note and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both Mortgagor and Mortgagee.

(m) **Remedies Against Other Collateral.** Mortgagor hereby acknowledges that certain Loan Documents other than this Mortgage create liens on collateral located in counties or states other than the counties and state in which the Premises are located. Mortgagor further acknowledges that this Mortgage and the other Loan Documents are cross-defaulted and the Loan secured hereby is also secured by the other Loan Documents. Mortgagor agrees that Mortgagee may proceed, at the same or at different times, to foreclose any or all liens against such collateral (or sell such collateral under power of sale) by any proceedings appropriate in the county and state where such collateral lies, and that no event of enforcement taking place in any county or state pursuant to any of the Loan Documents shall preclude or bar enforcement in any other county or state. Any foreclosure or other appropriate remedy brought in any county or state in which collateral is located may be brought and prosecuted as to any part of such collateral without regard to the fact that foreclosure proceedings or other appropriate remedies have or have not been instituted elsewhere on any other part of the collateral for the Loan.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Mortgage the day and year first above written.

BRADCO SUPPLY CORPORATION, a New Jersey corporation

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ Bradco Supply Corporation, a New Jersey corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said manager, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of July, 2004.

NOTARY PUBLIC

(SEAL)

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Schwartz, Cooper, Greenberger & Krauss, Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: Michael D. Rothstein, Esq.

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PIN:

Address:

EXHIBIT B

[NEED TO CONFORM TO GRANTING CLAUSE OF MORTGAGE]

EXHIBIT D

ADDITIONAL COLLATERAL

1. Any and all rents, revenues, income, royalties, impounds and security deposits now owned or hereafter acquired and arising out of the real estate legally described on Exhibit A hereto (the "Real Estate");

2. All fixtures now or hereafter owned by Mortgagor and forming a part of the Real Estate or the improvements thereon, including, but without limitation, any and all air conditioners, antennae, apparatus, awnings, basins, bathtubs, bidets, boilers, carpets, curtains, dehumidifiers, disposals, doors, drapes, ducts, elevators, escalators, fans, fittings, floor coverings, furnaces, heaters, humidifiers, incinerators, lighting, pipes, plumbing, radiators, screens, security systems, shades, sinks, sprinklers, stokers, toilets, ventilators, wall coverings, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor in each instance, to the extent affixed to the Real Estate;

3. All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Real Estate or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained solely with respect to the Real Estate or improvements thereon or proceeds of any sale, option or contract to sell the Real Estate or improvements thereon or any portion thereof;

4. Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of related insurance, eminent domain or other governmental takings), renewals, replacements and substitutions of all of the foregoing;

5. All of the books and records pertaining solely to the foregoing.

Exhibit 2.5

PROMISSORY NOTE

\$4,700,000.00

July 26, 2004
Chicago, Illinois

1. **Agreement to Pay.** FOR VALUE RECEIVED, BRADCO SUPPLY CORPORATION, a New Jersey corporation ("Borrower") hereby promises to pay to the order of WICKES INC., a Delaware corporation, its successors and assigns ("Lender"), the principal sum of Four Million Seven Hundred Thousand Dollars and no/100 Dollars (\$4,700,000) ("Loan"), at the place and in the manner hereinafter provided, together with interest thereon at the rate or rates described below, and any and all other amounts which may be due and payable hereunder from time to time.

2. **Interest Rate.**

2.1 **Interest Prior to Default.** Interest shall accrue on the outstanding principal balance of this Note from the date hereof through January 24, 2005 ("Maturity Date") at an annual rate equal to five percent (5%) ("Loan Rate").

2.2 **Interest After Default.** From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the balance of principal remaining unpaid during any such period at an annual rate ("Default Rate") equal to five percent (5%) plus the Loan Rate; provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing under this paragraph shall be immediately due and payable by Borrower to the holder of this Note upon demand and shall be additional indebtedness evidenced by this Note.

2.3 **Interest Calculation.** Interest on this Note shall be calculated on the basis of a 360-day year and the actual number of days elapsed in any portion of a month in which interest is due.

3. **Payment Terms.**

3.1 **Principal and Interest.** Payment of all of the outstanding principal and accrued interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, shall be due and payable on the Maturity Date.

3.2 **Application of Payments.** Prior to the occurrence of an Event of Default, all payments and prepayments on account of the indebtedness evidenced by this Note shall be applied as follows: (a) first, to fees, expenses, costs and other similar amounts then due and payable to Lender, (b) second, to accrued and unpaid interest on the principal balance of this Note, (c) third, to the payment of any other amounts which may then be due and payable under the Loan Documents (as hereinafter defined), (d) fourth, to the unpaid principal balance of this Note. After an Event of Default has occurred and is continuing, payments may be applied by Lender to amounts owed hereunder and under the Loan Documents in such order as Lender shall determine, in its sole discretion.

3.3 **Method of Payments.** All payments of principal and interest hereunder shall be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as Lender or the legal holder or holders of this Note may from time to time appoint in the payment invoice or otherwise in writing, and in the absence of such appointment, then at the offices of Lender at 706 Deerpath Drive, Vernon Hills, Illinois 60061. Payment due under this Note must be made by wire transfer or other final funds.

4. **Security.** This Note is secured by nine instruments entitled Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Mortgages") of even date herewith made by Borrower to Lender creating a first mortgage lien on certain real property ("Premises") legally described in Exhibit A attached to each Mortgage. Each Mortgage and any other document now or hereafter given to evidence payment of this Note or delivered to induce Lender to disburse the proceeds of the Loan, as such documents may hereafter be amended, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"). Reference is hereby made to the Loan Documents for a statement of the covenants and agreements contained therein, a statement of the rights, remedies, and security afforded thereby, and all matters therein contained.

5. **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note:

5.1 the failure by Borrower to pay (i) all of the principal or interest on the Maturity Date, or (ii) any other amount payable to Lender under this Note, the Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof; or

5.2 the occurrence of any "Event of Default" under any Mortgage.

6. **Remedies.** At the election of the Lender and upon notice by Lender to Borrower thereof, the principal balance remaining unpaid under this Note, and all unpaid interest accrued thereon and any other amounts due hereunder, shall be and become immediately due and payable in full upon the occurrence of any Event of Default and Borrower's receipt from such Lender of such notice. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent Event of Default. Lender shall not, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise unless such waiver is in writing and signed by the Lender, and then only to the extent specifically set forth therein. The rights, remedies and powers of the Lender, as provided in this Note, the Mortgage and in all of the other Loan Documents are cumulative and concurrent, and may be pursued singly, successively or together against Borrower and the Premises, all at the sole discretion of the Lender. If any suit or action is instituted or attorneys are employed to collect this Note or any part hereof, Borrower promises and agrees to pay all reasonable costs of collection, including reasonable attorneys' fees and court costs.

7. **Covenants and Waivers.** Borrower agrees hereby to: (i) waive and renounce any and all homestead, redemption and exemption rights and the benefit of all valuation and

appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (ii) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (iii) except as expressly provided in the Loan Documents, waive any and all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default, or enforcement of the payment hereof or hereunder; (iv) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (v) agree that the liability of Borrower shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by Lender to Borrower with respect hereto; and (vi) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof. This provision is a material inducement for Lender making the Loan to Borrower.

8. Other General Agreements.

8.1 The Loan is a business loan which comes within the purview of Section 205/4, paragraph (1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended. Borrower agrees that the Loan evidenced by this Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C., Section 1601, et seq.

8.2 Time is of the essence hereof.

8.3 This Note is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Illinois. This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

8.4 Lender shall not be construed for any purpose to be a partner, joint venturer, agent or associate of Borrower or of any lessee, operator, concessionaire or licensee of Borrower in the conduct of its business, and by the execution of this Note, Borrower agrees to indemnify, defend, and hold Lender harmless from and against any and all damages, costs, expenses and liability that may be incurred by Lender as a result of a claim that Lender is such a partner, joint venturer, agent or associate.

8.5 This Note has been made and delivered at Chicago, Illinois.

8.6 This Note shall be binding upon and enforceable against Borrower and its permitted successors and assigns. This Note shall inure to the benefit of and may be enforced by Lender and its successors and assigns.

8.7 If any provision of this Note is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Borrower and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the

purpose of this Note and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

8.8 If the interest provisions herein or in any of the Loan Documents shall result, at any time during the Loan, in an effective rate of interest which, for any month, exceeds the limit of usury or other laws applicable to the Loan, all sums in excess of those lawfully collectible as interest of the period in question shall, without further agreement or notice between or by any party hereto, be applied against and to reduce principal immediately upon receipt of such monies by Lender, with the same force and effect as though the payer has specifically designated such extra sums to be so applied to principal and Lender had agreed to accept such extra payment(s) as a premium-free prepayment. Notwithstanding the foregoing, however, Lender may at any time and from time to time elect by notice in writing to Borrower to reduce or limit the collection to such sums which, when added to the said first-stated interest, shall not result in any payments toward principal in accordance with the requirements of the preceding sentence. In no event shall any agreed to or actual exaction as consideration for this Loan transcend the limits imposed or provided by the law applicable to this transaction or the maker hereof in the jurisdiction in which the Premises are located for the use or detention of money or for forbearance in seeking its collection.

8.9 Lender may at any time assign its rights in this Note and the Loan Documents, or any part thereof and transfer its rights in the collateral. Borrower may not assign its interest in this Note, or any other agreement with Lender or any portion thereof, either voluntarily or by operation of law, without the prior written consent of Lender.

9. **Notices.** All notices required under this Note will be in writing and will be transmitted in the manner and to the addresses or facsimile numbers required by the Mortgages or to such other addresses or facsimile numbers as Lender and Borrower may specify from time to time in writing.

10. **Consent to Jurisdiction.** EACH OF LENDER AND BORROWER IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS NOTE WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. EACH OF LENDER AND BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON ITSELF, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO ITSELF AT THE ADDRESS STATED FOR ITSELF IN THE MORTGAGE AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

11. **Waiver of Jury Trial.** BORROWER AND LENDER (BY ACCEPTANCE OF THIS NOTE), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS NOTE OR ANY RELATED AGREEMENT OR UNDER ANY

AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS NOTE AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the day and year first written above.

BORROWER:

BRADCO SUPPLY CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT B

EXHIBIT B

VENDOR NAME	DESCRIPTION	CURE AMOUNT
Aramark Uniform Services Inc.	Cleaning equipment services - 1147-000	\$45.00
Ferrellgas	LP Gas at Saegertown, PA	\$38.00
McCormick Coffee Company	Coffee service at Saegertown, PA	\$56.00
Unifirst Corporation	Floor mat service at Saegertown, PA	\$40.00
White Fire Extinguisher Inc.	Fire safety at Saegertown, PA	\$0.00
Norfolk Southern	Rail Siding Agreement at Rootstown, OH	\$0.00
Cintas Corporation #121	Floor mat service at Ithaca, NY	\$60.00
CSX	Rail Siding Agreement at Elyria, OH	\$0.00
Materials Handling Equipment Corp.	Vehicles Maintenance Agreement at Coldwater, MI	\$0.00
Weeds Inc.	Weed control at Westfield, IN - Q-PB-916	\$0.00
Yellow Pages	Listing service at Westfield, IN - 1084-1073159	\$0.00
Legato Software	Disaster Recovery Equipment Maintenance	\$0.00
Verizon Data Services Inc.	Offsite Disaster Recovery Service	\$65,644.00
Data Design Associates	Support and Maintenance for A/P System	\$0.00
Expertcity	Support and Maintenance for Desktop Streaming - DTS100A	\$0.00
Funk Software	Support and Maintenance for Radius Authentication Server - 15UJL	\$0.00
Internet Commerce Corporation	VAN Fees - 31658	\$1,152.00
Data Management Assistance Corporation	Support and Maintenance for DMAC Data Entry System	\$0.00
Sentinel Technologies Inc.	Maintenance Agreement on HQ Printers - 01413-00	\$1,228.00
Verizon Wireless Messaging Services	Pagers for HQ IT staff - U1169922	\$82.00
ICOM Informatics	Allows for field remote access to HQ - 27758	\$0.00
Precision Systems Concepts LLC	Support and Maintenance for Notes Passport Advantage Agreement	\$0.00
Quest Software	Support and Maintenance for Spotlight on Oracle	\$739.00
Quest Software	Support and Maintenance for SQL Navigator	\$0.00
Quest Software	Support and Maintenance for VISTA	\$0.00
McAfee - Network Associates Inc.	Maintenance and Upgrade for E500 Webshield	\$0.00

TOTAL: \$69,084.00