

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900546259

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lumberjack Building Centers, Inc.		06/01/2015	Corporation:

RECEIVING PARTY DATA

Name:	Central Network Retail Group, LLC
Street Address:	4100 S. Houston Levee Road
City:	Collierville
State/Country:	TENNESSEE
Postal Code:	38017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1593521	LUMBERJACK

CORRESPONDENCE DATA

Fax Number: 2059865087

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2059865047

Email: sthompson@lspcc.com

Correspondent Name: Sarah P. Thomson

Address Line 1: 1927 1st Ave North, Ste 101

Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Sarah P. Thomson
SIGNATURE:	/Sarah P. Thomson/
DATE SIGNED:	07/30/2020

Total Attachments: 54

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of June 1, 2015, by and between Central Network Retail Group, LLC, a Delaware limited liability company ("Purchaser"), and Lumberjack Building Centers, Inc., a Michigan corporation ("Seller").

R E C I T A L S:

A. Seller is the owner and operator of five hardware stores and one contractor warehouse as well as a mini-storage facility operating under the trade name of Lumberjack Building Centers that are identified and set forth on Exhibit "A" (the "Stores").

B. Purchaser desires to purchase and assume, and Seller desires to sell and assign, the assets and certain specified liabilities relating to the operation of the Stores.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following definitions shall control and have the meanings as set forth herein:

1.1 "Closing" means the sale, assignment and purchase of the Assets (hereinafter defined) contemplated hereby at the office of Seller on June 1, 2015 (the "Closing Date") or at such other place and date as Purchaser and Seller shall agree.

1.2 "Effective Date" is May 31, 2015.

1.3 "FF&E" means all furniture, fixtures, equipment and items of personal property owned by Seller located at and used in connection with the operation of the Stores, excluding, however, the leasehold improvements which are considered part of the Owned Real Property (as defined in Section 1.13 below) and listed on Schedule 1.13 attached.

1.4 "Equipment Leases" means all right, title and interest of Seller, as lessee, in and to those equipment leases described on Schedule 1.4 attached.

1.5 "Leased Equipment" means all of the FF&E which Seller possesses or leases under the Equipment Leases.

1.6 "Rental Equipment" means all rental equipment owned by Seller wherever located at the close of business on the Effective Date.

1.7 "Inventory" means all merchantable inventory owned by Seller and located at the Stores at the close of business on the Effective Date.

1.8 “Inventory Cost” means Seller’s total cost of the Inventory as determined from the books and records of Seller at the close of business on the Effective Date.

1.9 “Till Cash” means the lesser of (a) the sum of \$15,000.00 or (b) cash on hand at the Stores at the close of business on the Effective Date, which Seller and Purchaser agree is necessary to enable Purchaser to make change and run the Stores at the opening of business on the Closing Date.

1.10 “Assumed Contracts” mean those contracts listed on Schedule 1.10, true, correct and complete copies of which have been delivered to Purchaser by Seller prior to the date of this Agreement.

1.11 “Assumed Contract Obligations” means only those obligations of Seller originating under the Assumed Contracts which arise and accrue from and after the Closing Date.

1.12 “Transaction Documents” means this Agreement and any and all documents called for herein to be executed by either or both Seller or Purchaser and/or third parties, including, but not limited to, all those closing delivery items required to be executed and delivered by virtue of Paragraphs 8.2 and 9.2 hereinafter.

1.13 “Owned Real Property” means all of Seller's right, title and interest in and to the land and buildings, owned by Seller and described in Schedule 1.13 attached hereto.

1.14 “Real Property Leases” means all of Seller's right, title and interest, as lessee, in and to the land and building leases for those Store locations set forth on Schedule 1.14 attached.

1.14 “Leased Real Property” means all of Seller's right, title and interest in and to the land and buildings leased to Seller pursuant to the Real Property Leases.

1.15 “Leasehold Improvements” means all improvements owned by Seller at those Store locations where Seller is in possession pursuant to a Real Property Lease.

1.16 “Properties” means all of the Owned Real Property and all of the Leased Real Property.

1.17 “Prepaid Advertising” means those prepaid advertising items set forth on Schedule 1.17 attached for local advertising that will not run until after the Closing.

ARTICLE II

PURCHASE AND SALE

2.1 Transfer of Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, all of the assets of Seller used in the operation of the Stores, including, without limitation, the following-described assets (collectively, the “Assets”):

- (a) the FF&E;
- (b) the Rental Equipment;
- (c) the Leasehold Improvements except as excluded as set forth in Schedule 1.13:

- (d) the Equipment Leases;
- (e) the Inventory;
- (f) the Till Cash;
- (g) the Assumed Contracts;

(h) all of Seller's customer lists, records, books of account, contracts, and all other business records pertaining to the mini-storage facility business conducted on the Store premises located in Marine City, Michigan; and

(i) Seller's goodwill and business as a going concern, including the name "Lumberjack Building Centers" or any variation thereof.

2.2 Excluded Assets. Notwithstanding anything to the contrary contained in Paragraph 2.1 or elsewhere in this Agreement, the following assets of Seller (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Assets and shall remain the property of Seller after the Closing:

- (a) all cash, cash equivalents and short-term investments;
- (b) all accounts and notes receivable;
- (c) all Ace receivables and any other rebates to which Seller would be entitled to receive which were earned up to the Closing Date;
- (d) negotiable instruments and securities including Ace, Enap & principal stock;
- (e) all minute books, stock records and corporate seals;
- (f) all life insurance policies and rights thereunder;
- (g) all personnel records and other records that Seller is required by law to retain in its possession;
- (h) all claims for refund of taxes and other governmental charges of whatever nature;
- (i) all rights in connection with and assets of Seller's employee plans;
- (j) all rights of Seller under this Agreement and the Promissory Note; and
- (k) the property and assets expressly designated on Schedule 2.2(k) attached.

ARTICLE III

PURCHASE PRICE

The consideration to be paid by Purchaser to Seller hereunder shall be determined, paid and allocated as provided below:

3.1 Amount of Purchase Price. Subject to the Inventory Adjustment provisions of Paragraph 3.3 below, the purchase price shall be \$6,000,000.00 (the "Purchase Price") plus the amount of the Till Cash and the cost of the Prepaid Advertising.

3.2 Payment of Purchase Price. The Purchase Price for the Assets shall be payable by Purchaser to Seller at Closing as follows:

(a) The sum of \$3,150,000.00 plus the cost of the Prepaid Advertising and plus or minus the amount of any Inventory Adjustment, as provided in Paragraph 3.3 below, shall be payable in immediately available funds;

(b) The amount of the Till Cash shall be payable within 10 days following the Closing;
and

(c) The balance thereof shall be paid by Purchaser's execution and delivery of a Promissory Note substantially in the form of Exhibit B attached hereto (the "Promissory Note") in the principal amount of \$2,850,000.00. The Promissory Note shall be payable in three installments together with interest at the rate of 5% on the unpaid principal balance thereof. The first installment in the amount of \$1,000,000.00 shall be due six months following the Closing; the second installment in the amount of \$1,000,000.00 shall be due 12 months following the Closing; and the final installment in the amount of \$850,000.00 shall be due 18 months following the Closing. Reference is made to Section 11.12 below.

3.3 Inventory Adjustment. If the Inventory Cost is greater than \$5,850,000.00 (the "Maximum Inventory Amount"), the Purchase Price to be paid by Purchaser at Closing shall be adjusted up, dollar-for-dollar, by the amount by which the Inventory Cost exceeds the Maximum Inventory Amount. If, on the other hand, the Inventory Cost is less than \$5,650,000.00 (the "Minimum Inventory Amount"), the Purchase Price to be paid by Purchaser at Closing shall be adjusted down, dollar-for-dollar, by the amount by which the Inventory Cost is less than the Minimum Inventory Amount. If the Inventory Cost is less than or equal to the Maximum Inventory Amount but greater than or equal to the Minimum Inventory Amount, the Purchase Price to be paid by Purchaser to Seller at Closing shall not be adjusted pursuant to this Paragraph 3.3.

3.4 Allocation of Purchase Price. The Purchase Price to be paid by Purchaser at the Closing shall be allocated as provided in Schedule 3.4 attached. Each of the parties agrees to report this transaction for federal income tax purposes in accordance with this allocation.

ARTICLE IV

ASSUMPTION OF CERTAIN LIABILITIES

4.1 Assumptions by Purchaser. At the Closing, Purchaser agrees to assume only the obligations of Seller arising from the Closing Date under the following liabilities directly related to the Stores and the Assets (collectively, "Assumed Liabilities"):

- (a) the Equipment Leases;
- (b) all Assumed Contract Obligations; and
- (c) the obligations of Seller, if any, set forth on Schedule 4.1(c) attached.

4.2 Exclusion of Other Assets and Liabilities. Except for the Assumed Liabilities, it is expressly understood and agreed that Purchaser will not be liable for and will not assume any of Seller's Liabilities (as defined in Paragraph 10.1(e) below) or any other obligations, including, without limitation, contracts, claims, costs, expenses, agreements or understandings, of any kind or nature whatsoever, whether or not related to Seller's operation of the Stores and its mini-storage facility or its ownership of the Assets prior to the Closing Date. Without limitation, Purchaser has not, does not and will not assume any liability or obligation whatsoever with respect to any past or present environmental conditions of the Stores or Properties resulting from past operations therein or thereon.

4.3 Set-off. Notwithstanding anything to the contrary set forth in this Agreement, Purchaser shall have the right to set-off against any amounts due to Seller by Purchaser after the Closing any Liabilities that are Indemnifiable Losses (each as defined in Paragraph 10.1) under Article X for which Purchaser has a claim of indemnification against Seller under Article X.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

In order to induce Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, Seller represents and warrants to Purchaser as follows:

5.1 Organization and Authority of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan. Seller has all necessary corporate power and authority to own its properties and conduct its business as it is presently being conducted.

5.2 Corporate Power and Authority; Due Authorization. Seller has full corporate power and authority to execute and deliver this Agreement and each of the Transaction Documents to which Seller is or will be a party and to consummate the transactions contemplated thereby. The Board of Directors and the Shareholders of Seller have duly approved and authorized the execution and delivery of this Agreement and each of the Transaction Documents and the consummation of the transactions contemplated thereby, and no other corporate proceedings are necessary. This Agreement and each of the Transaction Documents to which Seller is a party constitutes, or will constitute, when executed and delivered, a valid and binding agreement of Seller enforceable in accordance with its terms.

5.3 No Conflict; Consents. The execution and delivery by Seller of this Agreement and the required documents and the consummation by Seller of the transactions contemplated thereby do not and will not: (a) violate the terms of any instrument, document or agreement to which Seller is a party or by which Seller or the property of Seller is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement or result in the creation of any lien upon any of the property or assets of Seller (assuming all of the consents, approvals and authorizations set forth in Schedule 5.3 hereto are obtained); or (b) violate any order, writ, injunction, decree, judgment, ruling and any law, rule or regulation of any federal, state, county, municipal or foreign court or governmental authority applicable to Seller and relating to the Stores.

5.4 Compliance with Laws. Seller is not in violation of, or under any investigation with respect to, or has received any actual and/or written notice of any non-compliance with enforcement action under or in violation of, any applicable law, statute, order, rule, regulation, agency agreement, judgment, decree, arbitration award, penalty or fine entered by any federal, state, local or foreign court or governmental authority relating to the business of the Stores or to the Assets, including, without limitation, any environmental laws, laws concerning occupational health and safety or applicable zoning laws or regulations.

5.5 Owned Equipment; Leased Equipment. The FF&E owned by Seller and the FF&E leased by Seller under the Equipment Leases includes all of the FF&E used by Seller in the operation of the Stores. The FF&E and the Leased Equipment are in good operating condition and repair at the time of Closing. Purchaser has both the right and obligation to inspect the FF&E at the Stores prior to Closing and to make a detailed list thereof. Said FF&E is to be sold and conveyed herein to Purchaser in its "Where Is-As Is" condition.

5.6 Sufficiency of Assets. The Assets are and will be sufficient in all respects for Purchaser to operate the Stores upon the closing of the transactions contemplated herein.

5.7 Inventory. The Inventory consists, and as of the close of business on the Effective Date and the Closing Date will consist, of items which are good and merchantable and of a quality and quantity usable and salable in the ordinary course of business. At the close of business on the Effective Date, each Store will have Inventory levels in amounts consistent with ordinary business practices and at levels sufficient for Purchaser to operate the Stores in the ordinary course of business. The Inventory and Inventory Cost, as set forth on the books and records of Seller, will be true, correct and complete in all material respect on the Effective Date.

5.8 Title to Assets. At the Closing, Seller will transfer to Purchaser all of the Assets free and clear of all claims, liens, encumbrances, security interests, mortgages and similar interests of any kind or nature whatsoever subject only to the Assumed Liabilities set forth in Paragraph 4.1 above.

5.9 Equipment Leases. Schedule 1.4 lists all of the Equipment Leases under which Seller is lessee of any equipment or other personal property used in the operation of the Stores. True, correct and complete copies of the Equipment Leases and all amendments thereto, have been delivered to Purchaser by Seller. Such Equipment Leases have not been further modified in any respect, are valid and legally binding upon the parties thereto and remain in full force and effect. There is not under any of the Equipment Leases: (i) any default by Seller or the lessors; or (ii) any event which, with notice or lapse of time, or both, would constitute a default by Seller or by any of the lessors at time of Closing. Seller is lawfully in possession of all of the personal property of which Seller is lessee under the Equipment Leases. At the

Closing, Seller's interests in and under each of the Equipment Leases will be transferred to Purchaser free and clear of any liens or encumbrances.

5.10 Litigation; Judgments. Except as set forth in Schedule 5.10 attached, there is no action, proceeding or investigation pending against or involving Seller relating to the Assets or the operation of the Stores. Seller is not subject to any judgment, order or decree entered in any lawsuit or proceeding relating to the Assets or the operation of the Stores.

5.11 Benefit Plans and ERISA. All "employee benefit plans," as defined by Section 3(3) of ERISA, and any other benefit plans, including, without limitation, vacation pay, Medicare and Medicaid supplements, retirement supplements, salary continuation for disability and scholarship programs maintained by Seller or to which Seller contributes, or to which Seller has contributed since December 31, 1975, are hereinafter referred to as the "Plan." No Plan obligates, or will obligate Purchaser following the Closing, to any contributions or obligations whatsoever thereunder.

5.12 Financial Information. All financial information previously provided by Seller to Purchaser or its representatives regarding the Stores and the Assets is true and correct in all material respects with respect to the periods covered thereby, was prepared in the ordinary course of Seller's business, consistent with the internal accounting practices of Seller, consistently applied. Except as disclosed in the October 31, 2014 financial statements, all such financial information has been (and shall have been) prepared in accordance with generally accepted accounting principles and fairly and accurately presents (and shall present) the financial condition and results of operations of the Stores and the Assets as of the dates and for the periods shown thereon and there are no Liabilities of Seller that are not disclosed thereon. Since the respective dates of the most recent of such financial statements and related information documents provided by Seller to Purchaser, the business of Seller (including the Stores) has been conducted in the ordinary course and consistent with past practices and there has not been any change in the financial condition, assets, liabilities, revenues, expenses or operations of the Stores which has, or is likely to, individually or in the aggregate, have a materially adverse effect on Seller's assets, operations, business or prospects. Purchaser acknowledges that as part of its due diligence it has been provide with in-house prepared financial statements which are not prepared in accordance with GAAP.

5.13 Tax Returns and Payments; Tax Liens. All tax returns of Seller (federal, state, city or otherwise) required by law to be filed on or before the Closing Date have been duly filed in an accurate and correct manner, and all taxes, if any, shown due (including interest and penalties) have been paid. Without limitation, Seller has made all necessary tax withholding respecting its employees and has otherwise paid or will pay all taxes described in Paragraph 5.14 to the extent payable prior to the Effective Date. There are no liens for any such taxes on any of the Assets as a result of any action or omission on the part of Seller. There are no outstanding assessments or any such taxes otherwise due that if not paid on a timely basis would result in any liens for such assessments or taxes on any of the Assets.

5.14 Employee Matters.

(a) Schedule 5.14 hereto lists the names, positions and annual base compensation or hourly pay rate, as applicable for all of Seller's employees.

(b) Seller has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification, and collective bargaining. Seller has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all

amounts required to be withheld from employees of Seller and is not liable for any arrears of wages, taxes, penalties, or other sums for failure to comply with any of the foregoing.

(c) Except as set forth on Schedule 5.14 or as required by law, the employment of each employee of Seller is terminable at the will of Seller and upon termination of the employment of any such employees, no severance or other payments will become due. Except as set forth on Schedule 5.14, Seller has no policy, practice, plan, or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.

5.15 No Broker or Finder. Seller and Purchaser have not authorized any broker or agent to act for on its behalf, nor does either have any knowledge of any broker or agent purporting to act on its behalf, with respect to transactions contemplated by this Agreement.

5.16 Environmental. For purposes of this Paragraph, "hazardous substance" means any matter giving rise to liability of the Resources Conservation Recovery Act, 42 U.S.C. Section 6901 et. seq., the Comprehensive Environment Response Compensation and Liability Act, 42 U.S.C. Sections 9601 et. seq., or generally any contaminant, oil, gasoline or other fuel product, radioactive or other material, the removal of which is required or the maintenance of which is prohibited or penalized by any local, state or federal agency, authority or governmental unit. To the best of Seller's knowledge and belief, except as set forth on Schedule 5.16 attached, no hazardous substance exists on any of the Properties or at any of the Stores, and there is no pending or threatened litigation or proceeding before any administrative agency in which any person or entity alleges the presence, release, threat of release or placement on the Properties or on or in any of the Stores, or the generation, transportation, storage, treatment, or disposal on the Properties or at any of the Stores of any hazardous substance. To the best of Seller's knowledge, Seller has not received any written, constructive or actual notice of and Seller has no knowledge that any governmental authority or any employee or agent thereof has determined, or threatens to determine, that there is a presence, release, threat of release or placement on the Properties or on or in any of the Stores, or the generation, transportation, storage, treatment or disposal on the Properties or at any of the Stores of any hazardous substance. With respect to each of the Properties, to the best of Seller's knowledge, (without limiting Paragraph 5.4) Seller's operations at the Stores and the Properties and its Assets are in full compliance with the requirements of all applicable federal, state and local environmental, health and safety statutes and regulations. Seller has received no notice of violation or noncompliance with such statutes or regulations.

5.17 Stores. All of the Owned Real Property, and all of the Leased Real Property are zoned properly for operation as a hardware store and, where applicable, a contractor warehouse and a mini storage facility. None of the buildings and structures nor any appurtenances thereto or equipment therein nor the operation or maintenance thereof, violates any restrictive covenants or any federal, state or local law, ordinance or zoning regulation, or encroaches on any property owned by others. Neither the Owned Real Property, the Leased Real Property nor any buildings, structures or improvements thereon violate any building, fire, environmental or other regulatory laws, ordinances or regulations, and Seller has received no notice of any violation or alleged violation thereof. Except for the Algonac, MI store, no portion of any of the Owned Real Property or any of the Leased Real Property is located within any Special Flood Hazard Area designated by the United States Department of Housing and Urban Development, or in any similar areas designated by any other federal, state or local agency or other governmental authority. Except for the Algonac, MI store, no governmental authority has issued any written or actual notice or order that adversely affects the use of the Owned Real Property or Leased Real Property as presently utilized. There are no condemnation or eminent domain proceedings pending against the Owned Real Property or Leased Real Property, and Seller has received no written, constructive or actual notice, oral or written, of the intent

of any public authority or government entity to take or use the Owned Real Property or Leased Real Property or any part thereof.

5.18 Real Property Leases. The following-described Real Property Leases shall be terminated as of the Effective Date with neither the Lessor nor Seller, as Lessee, having any further obligation thereunder:

<u>Lessor</u>	<u>Location of Leased Store</u>
Gordon J. Birgbauer Jr. Trust	35369 23 Mile Road New Baltimore, MI 48047
Lumberjack Realty Company	151 North Range Road Marysville, MI 48074
Lumberjack Realty Company	2275 Fred Moore Highway St. Clair, MI 48054

5.19 Assumed Contracts.

(a) The Assumed Contracts. True, correct and complete copies of the Assumed Contracts and all amendments thereto have been delivered to Purchaser by Seller and all of such Assumed Contracts are able to be terminated, without cause, on not more than thirty (30) days' notice. None of the Assumed Contracts has been modified since such copies were delivered. Each Assumed Contract is in full force and effect. No default or event of default by Seller or any other party thereto exists under any of the Assumed Contracts. No party to any of the Assumed Contracts has given notice of default or termination. To the best of Seller's knowledge after reasonable inquiry, no condition exists with respect to any of the Assumed Contracts which, with the passage of time or giving of notice, or both, could result in a default or event of default under such Assumed Contracts or termination thereunder. Seller has made no assignment or transfer of any of its rights under the Assumed Contracts. Neither the assignment of the Assumed Contracts by Seller to Purchaser hereunder, nor the exercise of any rights under the Assumed Contracts by Purchaser and its successors and assigns, shall violate the terms thereof or infringe or conflict in any way with the rights of any person, firm, association, corporation or other entity.

(b) Other Contracts. As of the Closing Date, except for the Equipment Leases and the Assumed Contracts, Seller will not be a party to and its Assets will not be subject to any contract, agreement, commitment, arrangement, undertaking or understanding whether written or oral, in each case that relates to the operations of the Stores and the ownership of the Assets. Seller represents that it is not party to any of the following types of contracts, agreements, commitments, arrangements, undertakings or understandings respecting the Stores or any of the Assets:

- (i) those that are not cancelable within 30 days after the Closing;
- (ii) requiring the Stores to purchase their respective requirements for any goods or services from any one or more parties;
- (iii) any special arrangements, whether providing for discounts, incentive awards or otherwise; and

(iv) any of same restricting the ability of the Seller to conduct its business in any territory.

5.20 Schedules. When prepared, the Schedules will be true, correct and complete in all respects.

5.21 Compliance with Laws by Seller. To Seller's knowledge, Seller has operated from its inception in compliance in all material respects with all federal, state, and local laws, regulations, permits, and orders applicable to it, its Assets and the Stores, including Seller's mini-storage facility, is in compliance in all material respects with all applicable laws, regulations and rules.

5.22 Full Disclosure. This Agreement and the exhibits and schedules attached hereto disclose all facts material to the Assets and operation of the Stores. No statement contained herein or in any certificate, schedule, list, exhibit, document, agreement or other instrument furnished by Seller to Purchaser in connection with this Agreement contains or will contain any untrue statement of any material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

In order to induce Seller to enter into this Agreement and consummate the transactions contemplated hereby, Purchaser represents and warrants to Seller as follows:

6.1 Organization and Authority of Purchaser. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser is duly qualified as a foreign corporation in such jurisdiction as the conduct of its business or the ownership of its properties require such qualification.

6.2 Corporate Power and Authority; Due Authorization. Purchaser has full corporate power and authority to execute and deliver this Agreement and each of the Transaction Documents to which Purchaser is or will be a party and to consummate the transactions contemplated hereby. The Board of Directors of Purchaser has duly approved and authorized the execution and delivery of this Agreement and each of the Transaction Documents and the consummation of the transactions contemplated hereby, and no other corporate proceedings on the part of Purchaser are necessary to approve and authorize the execution and delivery of this Agreement and such Transaction Documents and the consummation of the transactions contemplated thereby. Assuming that this Agreement and each of the Transaction Documents to which Purchaser is a party constitutes a valid and binding agreement of Seller, this Agreement and each of the Transaction Documents to which Purchaser is a party constitutes, or will constitute, when executed and delivered a valid and binding agreement of Purchaser, in each case enforceable against Purchaser in accordance with its terms.

6.3 No Conflict; Consents. The execution and delivery by Purchaser of this Agreement, the Transaction Documents and the consummation by Purchaser of the transactions contemplated thereby does not and will not: (a) violate the terms of any instrument, document or agreement to which Purchaser is a party, or by which Purchaser or the property of Purchaser is bound, or be in conflict with, resulting in a breach of or constitute (upon the giving of notice or lapse of time, or both) a default under any such instrument, document or agreement, or result in the creation of any lien upon any of the property or assets

of Purchaser (assuming all of the consents, approvals and authorizations set forth in Schedule 6.3 hereto are obtained); or (b) violate any order, writ, injunction, decree, judgment, ruling, law or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to Purchaser and relating to the purchase of the Assets.

ARTICLE VII

OTHER COVENANTS

7.1 Conduct of Business Prior to Closing. Seller agrees that from the date of this Agreement and prior to the commencement of business on the Closing Date and except as otherwise consented to or approved by Purchaser in writing, Seller shall operate the Stores diligently, in the ordinary course and substantially in the same manner as heretofore conducted. Without limiting the foregoing, Seller shall: (a) maintain all Assets in operating condition and repair; (b) not sell any assets of Seller except in the ordinary course of business of the Stores; (c) comply in all respects with the terms of the Real Property Leases, Equipment Leases and Assumed Contracts; and (d) not take any action or omit to take any action, and shall use its best efforts to prevent any third party from taking any action, which would cause Seller to be in breach at the Effective Date and the Closing Date of any of Seller's representations, warranties or covenants contained herein.

7.2 Full Access: Inspection. Between the date hereof and the Closing Date, Purchaser and its officers, employees and authorized representatives (including, without limitation, its counsel and accountants) shall have full access at reasonable hours to the Stores and Assets and to all of Seller's employees and any and all files, books, documents and other records maintained by Seller and its agents, employees, accountants, counsel and other representatives pertaining to any of the Assets or the operation of the Stores.

7.3 Payment by Seller of Seller's Vendors and Other Indebtedness. Seller agrees, covenants and warrants that, contemporaneously with the Closing, it will apply or cause to be applied all cash proceeds received from Purchaser at the Closing to pay, without preference, all monies owed by Seller to any vendor, supplier, merchant, wholesaler, distributor, service company or similar supplier of products and services to the Stores (collectively, "Vendors") and billed as of the Closing Date. Without limitation, Seller represents and warrants that all creditors of Seller will be paid in full in connection with Closing and the sale of the Assets. Seller will pay in full all monies owed by Seller to such Vendors, provided that Seller will also remain liable to make prompt payment of any Vendor invoices subsequently received by Seller or Purchaser relating to the operation of the Stores prior to and through the Effective Date. Purchaser shall have no liability whatsoever for any invoices from Vendors relating to the operation of the Stores prior to and through the Effective Date and Seller shall indemnify and hold Purchaser harmless with respect thereto. Seller covenants that on or before the Closing Date, Seller shall pay any and all rents, utility charges and similar charges with respect to the Properties that are payable by Seller and are attributable to the period up to and including the close of business on the Effective Date. Seller further covenants that it shall cause all utilities for the Properties to be metered as of the close of business on the Effective Date and make provisions for separate billing thereafter to Purchaser for utility charges commencing on the Closing Date. Seller covenants that it shall pay any income, sales, use, business, occupation, withholding, employment, security or similar tax, or any other taxes of any kind whatsoever with respect to the Assets and the operation of the Stores relating to any period before the close of business on the Effective Date.

7.4 New Real Property Leases. At the Closing, Seller, as lessor, and Purchaser, as lessee, shall enter into two lease agreements covering the Stores located at 3470 Pointe Tremble Road, Algonac, MI

48001 and 715 and 875 Chartier, Marine City, MI 48039, respectively, in the forms attached hereto as Exhibits C and D; Gordon J. Birgbauer, Jr. Trust, as lessor and Purchaser, as lessee, shall enter into a lease agreement covering the Store located at 35369 23 Mile Road, New Baltimore, MI 48047, in the form attached hereto as Exhibit E; and Lumberjack Realty Company, as lessor, and Purchaser, as lessee, shall enter into two lease agreements covering the Stores located at 151 North Range Road, Marysville, MI 48074 and 2275 Fred Moore Highway, St. Clair, MI 48054, respectively, in the forms attached hereto as Exhibits F and G (such lease agreements being sometimes referred to as the "Store Lease Agreements"). The leases shall be subject to the existing debt on such properties. The lease for the property commonly known as 3470 Pt. Tremble Road, Algonac, Michigan shall include a provision that allows the Seller to retain the use of the owner's office and the trophy room for one (1) year from the Closing Date.

7.5 Sales and Transfer Taxes. Seller and Purchaser will use reasonable efforts to take all necessary action to cause the consummation of the transactions contemplated by the Transaction Documents to qualify for an exemption from any obligation to pay sales, use, transfer, recording and similar taxes (federal, state, city or otherwise) in connection therewith. To the extent any such taxes are payable, however, Purchaser shall be responsible for the payment of same.

7.6 Employees. Purchaser shall have no obligation following the Closing to hire any employees of Seller; provided, however, Purchaser shall, after the Closing Date, have the right to hire or offer employment to any employees of Seller.

7.7 Collection of Accounts and Notes Receivable. Notwithstanding the fact that all accounts and notes receivable are Excluded Assets, for a period of 120 days following the Closing Date, Purchaser shall cooperate with and assist Seller in the collection of any such receivables by accepting payment thereof at a Store and depositing such payments in such account(s) as may be directed by Seller. The parties shall also cooperate with and assist each other in the event that a party inadvertently receives a payment that should have been directed to the other party (e.g., if Purchaser receives a payment from a customer related to a pre-Closing period or Seller receives a payment from a customer related to a post-Closing period) and shall promptly remit all such payments to the appropriate party.

7.8 Casualty or Condemnation. In the event, at any time between the making of this Agreement and the Closing, all or any material portion of any of the Properties are condemned by any legally constituted authority for any public use or purpose, or any improvements located on any of the Properties are damaged or destroyed in any material way by whatever cause, then Purchaser may elect either: (i) to terminate this Agreement and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force and effect; or (ii) to collect all proceeds from any condemnation or from any insurance policies insuring the improvements located on such Properties from damage or destruction and have the terms of this Agreement remain in full force and effect and binding on the parties hereto (with Purchaser receiving a credit against the Purchase Price for any deductibles and the amount of any uninsured casualty). In the event of a condemnation in which Purchaser does not elect or is not entitled to terminate this Agreement pursuant to the foregoing terms, then the term "Properties" as used herein shall thereafter refer to the Properties less and except any portion thereof taken by such condemnation. In the event of any immaterial condemnation or casualty (as to which Purchaser has no right of termination), the parties shall proceed to Closing in accordance with the terms of this Agreement and, in such case, Purchaser shall collect all proceeds from the condemnation or from insurance policies insuring the damaged improvements (and receive a credit against the Purchase Price for any deductibles and the amount of any uninsured casualty). The parties agree, without limitation, that any taking of any building improvements on any of the Properties

or of access to any of the Properties or of so much land that any of the Properties fails, after the taking, to satisfy applicable parking requirements shall be deemed a material taking.

7.9 Further Action. Each of the parties hereto shall execute such documents, certificates, instruments and other papers as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Upon the terms and subject to the conditions hereof, each of the parties hereto shall use its reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all other things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, and to satisfy the conditions to Closing set forth in Articles VIII and IX of this Agreement.

7.10 Change of Name. On or promptly after the Closing Date, Seller shall change its corporate name from "Lumberjack Building Centers, Inc." to another name in no way similar to or susceptible of confusion with "Lumberjack Building Centers" or variations thereof.

7.11 Gift Cards. Purchaser agrees to honor all outstanding gift cards and gift certificates issued by Seller prior to the Closing and Seller agrees to promptly reimburse Purchaser for the full value of all such gift cards and gift certificates so honored by Purchaser.

7.12 Subordinated Debt. As a condition of this Agreement, Seller shall execute and deliver to U.S. Bank National Association ("Bank") a subordination agreement dated as of the Closing Date (the "Subordination Agreement") pursuant to which Seller shall subordinate its right to receive payments in respect of the Promissory Note and any Assumed Liabilities to Bank's rights under that certain Financing Agreement between Bank and Purchaser dated September 11, 2014, in form and substance satisfactory to Bank.

ARTICLE VIII

CONDITIONS TO PURCHASER'S OBLIGATIONS

The obligations of Purchaser under this Agreement to consummate the transactions contemplated by this Agreement to be performed by Purchaser shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions, any one or more of which may be waived by Purchaser in whole or in part:

8.1 Representations and Warranties True; Obligations Performed. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on the date hereof, on the Effective Date and as of the Closing Date with the same force and effect as if made as of the Closing Date, and all the covenants contained in this Agreement to be complied with by Seller on or before the Closing Date shall have been complied with in all material respects and Purchaser shall have received a certificate from Seller at Closing to that effect signed by a duly authorized officer of Seller. If and to the extent the representations and warranties of Seller contained in this Agreement are not true and correct in all material respects as of the Closing Date and the covenants and conditions contained in this Agreement to be complied with by Seller on or before the Closing Date have not been so complied with in all material respects, then Seller shall so promptly notify Purchaser in writing in reasonable detail before consummation of the Closing.

8.2 Closing Deliveries of Seller. At the Closing, Seller shall make the following deliveries to Purchaser and shall execute and deliver to Purchaser or otherwise cause to be delivered to Purchaser, as the case may be, each of the following documents dated as of the Closing Date:

(a) Assignment and Assumption Instruments. Assignment and assumption instruments relating to the Equipment Leases and assignment and assumption instruments for the Assumed Contracts for all of the Stores, in form and substance reasonably acceptable to Purchaser (the "Assignment and Assumption Instruments").

(b) Bill of Sale. A general warranty bill of sale with respect to all Assets not transferred pursuant to the Assignment and Assumption Instruments in form and substance reasonably acceptable to Purchaser (the "Bill of Sale").

(c) Store Lease Agreements. The Store Lease Agreements each in the forms and substance of Exhibits C through G attached.

(d) Consents. Executed copies of each of the consents necessary to consummate the transactions contemplated hereby (including, without limitation, the consents listed on Schedule 5.3 hereto), each of which shall be in form and substance reasonably acceptable to Purchaser. Seller covenants and agrees to use reasonable efforts to obtain all such consents.

(e) Possession of Assets. Effective as of the commencement of business on the Closing Date, full possession and enjoyment of the Assets (including, without limitation, the Properties and Stores).

(f) Articles of Incorporation; Bylaws. A complete copy of the Articles of Incorporation of Seller certified by the State of Michigan, and a complete copy of the Bylaws of Seller certified by the Secretary of Seller.

(g) Certificates of Good Standing. A Certificate of Existence and Good Standing with respect to the Seller issued by the Michigan Department of Licensing and Regulatory of Affairs.

(h) Shareholders' and Directors' Resolutions. Copies, certified by the Secretary of Seller, of all resolutions of the Shareholders and Board of Directors of Seller authorizing or otherwise addressing the execution and delivery of this Agreement, the Transaction Documents and consummation of the transactions contemplated herein and therein, which certificate shall state that such resolutions have not been modified, amended or rescinded.

(i) Incumbency. A certificate dated the Closing Date and duly executed by the President of Seller setting forth the names and titles of the officers of Seller executing the Transaction Documents to be executed by Seller, the signatures of such officers and the seal of Seller, with the signature of the President certified by the Secretary of Seller.

(j) Schedules. The Schedules.

(k) Subordination Agreement. Execution and delivery by Seller of the Subordination Agreement.

8.3 Zoning. Purchaser shall have received evidence that the Properties are properly zoned for operation of the Stores thereon.

8.4 No Material Adverse Information as to Seller; Absence of Material Changes. No information shall have come to the attention of the Purchaser indicating or suggesting that information in

the books and records, tax returns or financial statements of the Seller is in any material respect incorrect or incomplete solely with respect to the ownership and operation of the Stores. Without limiting the foregoing, neither any investigation of, or information obtained with respect to, Seller by the Purchaser, nor any exhibit or schedule or any supplement hereto nor any other document delivered to the Purchaser in connection with this Agreement, shall have revealed any facts or circumstances which, in the reasonable judgment of the Purchaser, reflect in a materially adverse way on the financial condition, assets, liabilities (absolute, accrued, contingent or otherwise), reserves, business, operations or prospects of Seller solely with respect to the ownership and operation of the Stores. The Purchaser shall be reasonably satisfied that the Assets (including, without limitation, the Properties and the Stores) are of suitable condition, value, serviceability and utility for the operation of the Stores as currently conducted. At the Closing, there will have been no change in the Assets or the financial condition, liabilities, business, operations or prospects of the Stores which is, or is likely to be, individually or in the aggregate, materially adverse.

8.5 Further Assurances. At any time on or after the Closing Date, Seller will execute and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Purchaser and will take any other action consistent with the terms of this Agreement that may be reasonably requested by Purchaser for the purpose of assigning, transferring, granting, conveying and confirming to Purchaser, or reducing to possession, any or all of the Assets. If requested by Purchaser, Seller further agrees, at Purchaser's expense, to prosecute or otherwise enforce in its own name for the benefit of Purchaser any claims, rights or benefits that are transferred to Purchaser by this Agreement and that require prosecution or enforcement in Seller's name.

ARTICLE IX

CONDITIONS TO SELLER'S OBLIGATIONS

The obligations of Seller under this Agreement to consummate the transactions contemplated by this Agreement to be performed by Seller shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any one or more of which may be waived by Seller in whole or in part:

9.1 Representations and Warranties True; Obligations Performed. The representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made as of the Closing Date, and all the covenants contained in this Agreement to be complied with by Purchaser on or before the Closing Date shall have been complied with in all material respects and Seller shall have received a certificate from Purchaser at Closing to that effect signed by a duly authorized officer of Purchaser. If and to the extent the representations and warranties of Purchaser contained in this Agreement are not true and correct in all material respects as of the Closing Date and the covenants and conditions contained in this Agreement to be complied with by Purchaser on or before the Closing Date have not been so complied with in all material respects, then Purchaser shall so promptly notify Seller in writing in reasonable detail before consummation of the Closing.

9.2 Closing Deliveries of Purchaser. At the Closing, Purchaser shall make the following deliveries to Seller and shall execute and deliver to Seller or otherwise cause to be delivered to Seller, as the case may be, each of the following documents dated as of the Closing Date:

(a) Purchase Price. At the Closing, the portion of the Purchase Price to be paid at Closing shall be paid by Purchaser to Seller in accordance with Section 3.2.

(b) Assignment and Assumption Agreement. The Assignment and Assumption Instruments in form and substance reasonably acceptable to Seller as to assumption of the Assumed Liabilities arising from and after the date of Closing.

(c) Certificate of Formation. A complete copy of the Certificate of Formation of Purchaser certified by the Delaware Secretary of State.

(d) Certificate of Good Standing. A Certificate of Existence with respect to the Purchaser issued by the Delaware Secretary of State.

(e) Directors' Resolutions. Copies, certified by the Secretary of Purchaser, of resolutions of the Board of Directors of Purchaser authorizing the execution and delivery of the Transaction Documents and consummation of the transactions contemplated herein and therein, which certificate shall state that such resolutions have not been modified, amended or rescinded.

(f) Incumbency. A certificate dated the Closing Date and duly executed by the President or a Vice President of Purchaser setting forth the names and titles of the officers of Purchaser executing the Transaction Documents to be executed by Purchaser, the signatures of such officers and the seal of Purchaser, with the signature of the President or Vice President so signing certified by the Secretary or an Assistant Secretary of Purchaser.

(g) Promissory Note. Execution and delivery by Purchaser to Seller of the Promissory Note.

9.3 Consents. Executed copies of each of the consents necessary to consummate the transactions contemplated hereby, including, without limitation, the consents listed on Schedule 6.3 hereto.

ARTICLE X

INDEMNIFICATION; SURVIVAL OF REPRESENTATIONS AND WARRANTIES

10.1 Definitions. For purposes of this Agreement, the following definitions shall control and have the meanings as set forth herein:

(a) "Action" means any action, suit, arbitration, inquiry, proceeding or investigation by or before any court, any governmental or other regulatory or administrative agency or commission or any arbitration tribunal.

(b) "Indemnifiable Losses" with respect to any claim by an Indemnitee for indemnification pursuant to this Agreement, means any and all losses, liabilities, claims, penalties, damages, obligations, payments, costs and expenses (including, without limitation, the costs and expenses of any and all Actions, demands, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees actually incurred in connection therewith) suffered by such Indemnitee.

(c) "Indemnifying Party" means either of Seller or Purchaser having an obligation to indemnify any of Purchaser Parties or Seller Parties, as the case may be, pursuant to Paragraph 10.2.

(d) "Indemnitee" means any of Purchaser Parties or Seller Parties, having a right to be indemnified by Seller or Purchaser, as the case may be, pursuant to Paragraph 10.2.

(e) "Liabilities" means any and all debts, liabilities and obligations, whether fixed or contingent, or matured or unmatured, including, without limitation, those arising under any law, rule, regulation, Action, order or consent decree of any governmental entity or any award of any arbitrator of any kind, and those arising under any contract, commitment or undertaking.

10.2 Indemnification.

(a) By Seller. From and after the Closing, Seller shall indemnify, defend and hold harmless:

(i) Purchaser and its directors, officers, agents and affiliates (the "Purchaser Parties") from and against any and all Indemnifiable Losses arising out of or due to:

(A) any Liabilities of Seller other than the Assumed Liabilities;

(B) any Liabilities, other than the Assumed Liabilities, arising out of Seller's business (including, without limitation, operation of the Stores) or the ownership or use of the Assets arising before the Closing;

(C) the failure of Seller to perform any of its obligations under the Transaction Documents (including, without limitation, obligations of Seller under Paragraph 7.3 of this Agreement); or

(D) any breach or violation of a representation, warranty, covenant or agreement on the part of Seller under any of the Transaction Documents or any other documents delivered by Seller to Purchaser in connection with the transactions contemplated by this Agreement.

(b) By Purchaser. From and after the Closing, Purchaser shall indemnify, defend and hold harmless:

(i) Seller and its directors, officers, agents and affiliates (the "Seller Parties") from and against any and all Indemnifiable Losses arising out of or due to:

(A) any Assumed Liabilities;

(B) any Liabilities arising out of Purchaser's operation of the Stores or the ownership or use of the Assets arising after the Closing and caused by Purchaser;

(C) the failure of Purchaser to perform any of its obligations under this Agreement or the Transaction Documents; or

(D) any breach or violation of a representation, warranty, covenant or agreement on the part of Purchaser under this Agreement or any of the Transaction Documents.

10.3 Procedure for Indemnification for Third Party Claims.

(a) If an Indemnitee shall receive notice of the assertion by a person or entity who is not a party to this Agreement of any claim or of the commencement by any such person or entity of any

Action (a "Third Party Claim") with respect to which an Indemnifying Party is obligated to provide indemnification pursuant to Paragraph 10.2, such Indemnitee shall give such Indemnifying Party notice thereof promptly after becoming aware of such Third Party Claim; provided, however, that the failure of any Indemnitee to give notice as provided in this Paragraph 10.3 shall not relieve such Indemnifying Party of any of its obligations, except to the extent of any actual prejudice suffered by the Indemnifying Party as a direct result of such failure. Such notice shall describe the Third Party Claim in reasonable detail and shall indicate the amount (estimated if necessary) of the Indemnifiable Loss that has been or may be sustained thereby by such Indemnitee.

(b) An Indemnifying Party shall have the right to direct, through counsel of its own choosing, the defense or settlement of any Third Party Claim at its own expense. If an Indemnifying Party elects to assume the defense of any such claim or proceeding, the Indemnitee may participate in such defense, but in such case the expenses of the Indemnitee shall be paid by the Indemnitee. The Indemnitee shall provide the Indemnifying Party with access during normal business hours to its records and personnel relating to any such claim, assertion, event or proceeding and shall otherwise cooperate with the Indemnifying Party in the defense or settlement thereof (provided that such access and cooperation shall be conducted in such a manner as not to interfere unreasonably with the operation of the business of either party), and the Indemnifying Party shall reimburse the Indemnitee for all its reasonable out-of-pocket expenses in connection therewith. If the Indemnifying Party elects to direct the defense of any such Third Party Claim, the Indemnitee shall not pay, or permit to be paid, any part of the claim or demand arising therefrom, unless the Indemnifying Party consents in writing to such payment or unless the Indemnifying Party withdraws from or elects not to undertake the defense of such asserted Third Party Claim, or unless a final judgment from which no appeal may be taken by or on behalf of the Indemnitee is entered against the Indemnitee for such Third Party Claim. If any such payment is made, such payment shall constitute a loss for purposes of Paragraph 10.2. If the Indemnifying Party does not notify the Indemnitee within 30 days after the receipt of the Indemnitee's notice of a Third Party Claim pursuant to Paragraph 10.2(a) above that the Indemnifying Party elects to undertake the defense thereof, or if, after commencing or undertaking the defense of any Action, fails to prosecute or withdraws from such defense, the Indemnitee shall have the right to undertake the defense or settlement thereof at the Indemnifying Party's expense.

10.4 Survival of Representations and Warranties. Subject to the limitations and other provisions of this Agreement, the representations, warranties, covenants and agreements of the parties hereto contained in this Agreement shall survive the Closing Date.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Headings. The subject headings of the paragraphs, sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

11.2 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior agreements, representations and understandings, both written and oral, of the parties and the rights and remedies of the parties hereto with respect to the subject matter of this Agreement shall be governed by the express terms hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall

constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.3 Counterparts; Copies. This Agreement and any amendments hereto may be executed by the parties hereto in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Agreement and any amendments thereto may be executed by the parties hereto in several copies each of which shall be deemed an original and it shall not be necessary, when making proof of this Agreement, to account for or produce more than one original of such copies.

11.4 Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns and shall inure to the benefit of their respective permitted legal representatives, heirs, successors and assigns.

11.5 Expenses. Purchaser and Seller shall each respectively be responsible for their own fees and expenses regarding this transaction, including all of the fees and expenses incurred by the parties hereto in connection with the preparation, execution and delivery of this Agreement, including, but not limited to, all legal, accounting and other professional fees.

11.6 Nature of Representations. No representations or warranties whatsoever are made by any party, except as specifically set forth in this Agreement, or as specifically set forth in any schedule, instrument, certificate, exhibit or other writing provided for herein. All statements contained in any such instrument or other writing shall be deemed to be representations and warranties under this Agreement to the extent specified in this Agreement. All such representations and warranties shall survive the execution and delivery of this Agreement.

11.7 Notices.

(a) All notices, offers, acceptances and other communications required or permitted under this Agreement shall be in writing signed by the party making the same, shall specify the section of this Agreement pursuant to which it is given, and shall be deemed given on the date of delivery if (i) delivered in person or (ii) sent by same day or overnight courier service, or (iii) if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid, and properly addressed as follows:

In the case of Purchaser:

Central Network Retail Group, LLC
3753 Tyndale Drive, Suite 102
Germantown, TN 38053
Attn: Mr. Boyden K. Moore

With a copy to:

Leitman, Siegal & Payne, P.C.
420 20th Street North, Suite 2000
Birmingham, AL 35203
Attn: Mr. Jackson M. Payne

In the case of the Seller:

Lumberjack Building Centers, Inc.
Fletcher Fealko Shoudy Francis, P.C.
1411 3rd Street, Suite F
Port Huron, MI 48060
Attention: Mr. Gary Fletcher

With copy to:

Mr. Frank Salucci
3470 Pointe Tremble Road
Algonac, MI 48001

and such notice shall be deemed to have been received (i) on the date of delivery if delivered in person or (ii) on the first business day after the date of delivery if sent by same day or overnight courier service, or (ii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid. The time period in which a response to any such notice must be given, or any action taken with respect thereto, however, shall commence to run from the date of receipt by the addressee. Rejection, failure or refusal to accept delivery or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice sent by the addressee.

(b) Either party hereto may change its address for notice, election, and other communication from time to time by notifying the other party of the new address in the manner provided for giving notice herein.

(c) If notice is given pursuant to this Paragraph of a permitted successor or assign, then notice shall be given in accordance with the foregoing to such permitted successor or assign.

11.8 Governing law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan without regard to those involving conflict of laws.

11.9 Time. Time is of the essence of this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or any United States holiday, the party having such privilege or duty shall have until 11:59 p.m. on the next succeeding business day to exercise such privilege or to discharge such duty.

11.10 Exhibits. All exhibits, schedules and attachments to this Agreement and all exhibits, schedules and attachments thereto are hereby incorporated by reference into this Agreement and hereby made a part hereof (whether or not physically attached hereto or thereto).

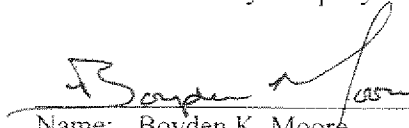
11.11 No Third Party Beneficiary. The parties do not intend to confer any benefit under this Agreement on anyone other than the parties, and nothing contained in this Agreement shall be deemed to confer any such benefit on any such other person.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers, effective on the date and year first above written.

PURCHASER:

CENTRAL NETWORK RETAIL GROUP, LLC,
a Delaware limited liability company

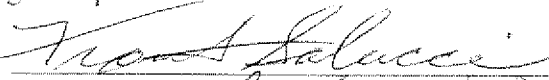
By


Name: Boyden K. Moore
Its: President

SELLER:

LUMBERJACK BUILDING CENTERS, INC.,
a Michigan corporation

By:


Its: ~~President~~ Authorized Agent

Schedule 1.10	Assumed Contracts
Schedule 1.13	Owned Real Property
Schedule 1.14	Real Property Leases
Schedule 1.4	Equipment Leases
Schedule 2.2 k	Excluded Assets
Schedule 3.4	Allocation of Purchase Price
Schedule 4.1 c	Assumed Liabilities of Seller by Purchaser
Schedule 5.3	Consents of Seller
Schedule 5.10	Litigation; Judgments
Schedule 5.14	Employee Census
Schedule 6.3	Consents of Purchaser

Exhibit A	Listing of Stores
Exhibit B	Promissory Note
Exhibit C	Algonac Lease
Exhibit D	Marine City Lease
Exhibit E	New Baltimore Lease
Exhibit F	Marysville Lease
Exhibit G	St. Clair Lease

Schedule 1.10

Assumed Contracts of Seller

	Vendor	Description of Product/Service
1	Grid Four	Phone Service - all 5 stores
2	Comcast	Internet Service Provider
3	Verizon	Cell phones and cell phone service
4	Ask Backup & Rapid Recovery Service	Disaster Recovery Plan
5	Panda Security	Web Based Virus Protection
6	Manage Engine	Web Based Help Desk & Asset Tracking Software
7	Go Daddy	SMTP Relay service
8	Weebly	Hosting for both internal and external websites
9	Web Fax	Web based fax service
10	Maestro	Pole barn, deck, software (5 Licenses)

Schedule 1.13

Owned Real Property

	Store Location	Address	City	State	Zip
1	Algonac	3470 Pointe Tremble Road	Algonac	MI	48001
2	Marine City	715 & 875 Chartier and Mini Storage	Marine City	MI	48039
3	The following assets listed in the fixed asset register that are considered part of the real property of the Seller:				

Location	Location Name	Asset Class	Asset ID	Description	Acquisition Date
2220	New				
	Baltimore	Building	000253	SHINGLES	1/1/1989
2220	New				
	Baltimore	Building	000257	BLDG ADDITIONS	2/23/1989
2220	New				
	Baltimore	Building	000277	BLDG IMPROVEMENTS	3/1/1989
2220	New				
	Baltimore	Building	000276	BLDG IMPROVEMENTS	4/1/1989
2220	New				
	Baltimore	Building	000285	BUILDING IMPROVEMENT	5/1/1989
2220	New				
	Baltimore	Building	000286	BUILDING IMPROVEMENT	5/1/1989
2220	New				
	Baltimore	Building	000287	STANLEY MAGIC DOOR	5/1/1989
2220	New				
	Baltimore	Building	000288	MERCHAND. ASST.	5/1/1989
2220	New				
	Baltimore	Building	000289	CONCRETE, DRYWALL	5/1/1989
2220	New				
	Baltimore	Building	000290	BUILDING IMPROV.	5/1/1989
2220	New				
	Baltimore	Building	000291	CYLINDERS	5/1/1989
2220	New				
	Baltimore	Building	000292	DOOR, FRAME, WINDOW	5/1/1989
2220	New				
	Baltimore	Building	000300	TILE & STONE FLOOR	6/1/1989
2220	New				
	Baltimore	Building	000301	BUILD	6/1/1989
2220	New				
	Baltimore	Building	326	MISCELLANEOUS	6/20/1989
2220	New				
	Baltimore	Building	000318	AWNING	7/11/1989

2220	New				
	Baltimore	Building	000317	BUILDING ADDITION	7/18/1989
2220	New				
	Baltimore	Building	000316	ACE HARDWARE	8/23/1989
2220	New				
	Baltimore	Building	000325	MISCELLANEOUS	9/1/1989
2220	New				
	Baltimore	Building	000346	STORE EXPANSION	11/1/1989
2220	New				
	Baltimore	Building	000366	SITE PLAN FEE	7/3/1990
2220	New				
	Baltimore	Building	000365	DOOR	7/6/1990
2220	New				
	Baltimore	Building	000379	SHINGLED ROOF	9/1/1990
2220	New				
	Baltimore	Building	000380	TRIM	9/1/1990
2220	New				
	Baltimore	Building	000381	STORE POLE BARN	9/1/1990
2220	New				
	Baltimore	Building	000420	SPECIAL TRUSSES	3/25/1991
2220	New				
	Baltimore	Building	000729	SHED	12/7/1995
2343	Algonac	Building	000001	BUILDING	1/1/1965
2343	Algonac	Building	000004	BUILDING	1/1/1965
2343	Algonac	Building	000008	BUILDING	1/1/1978
2343	Algonac	Building	000017	COMP.RM./CEMENT WORK	10/1/1983
2343	Algonac	Building	000019	COMP.ROOM/MATERIALS	10/1/1983
2343	Algonac	Building	000020	COMP RM./MATERIALS	10/1/1983
2343	Algonac	Building	000023	ALARM SYSTEM	10/1/1983
2343	Algonac	Building	000175	SOLAR COOL REFLECTIV	1/6/1987
2343	Algonac	Building	000188	SOLAR COOL REFLECTIV	1/12/1987
2343	Algonac	Building	000190	BEAMS	1/12/1987
2343	Algonac	Building	000189	BEAMS	1/19/1987
2343	Algonac	Building	000172	WORK ON NEW ADDITION	2/6/1987
2343	Algonac	Building	000180	PLASTIC AND BEAMS	2/6/1987
2343	Algonac	Building	000181	SAND CEILING	2/6/1987
2343	Algonac	Building	000185	ELECTRICAL WORK	2/12/1987
2343	Algonac	Building	000187	WORK ON NEW ADDITION	2/13/1987
2343	Algonac	Building	000184	HEATING REPAIRS	3/1/1987
2343	Algonac	Building	000186	ADDITIONAL WORK	3/3/1987
2343	Algonac	Building	000182	LABOR HOURS	3/15/1987
2343	Algonac	Building	000183	CUSTOM MILL WORK	4/10/1987
2343	Algonac	Building	000168	PAINTING	5/13/1987
2343	Algonac	Building	000170	BUILDERS	5/20/1987
2343	Algonac	Building	000167	FLOOR COVERING	5/29/1987

2343	Algonac	Building	000171	WALLPAPER	6/3/1987
2343	Algonac	Building	000169	PAINT AND WALLPAPER	6/8/1987
2343	Algonac	Building	000174	DEPOSIT	7/1/1987
2343	Algonac	Building	000179	CARPENTER WORK	7/1/1987
2343	Algonac	Building	000178	FIREPLACE WORK	7/24/1987
2343	Algonac	Building	000177	CORIAN	7/31/1987
2343	Algonac	Building	000176	REPAIRS	8/18/1987
2343	Algonac	Building	000173	ALARM,SMOKE,HEAT DET	9/23/1987
2343	Algonac	Building	000240	PLUMBING & HEATING	11/1/1987
2343	Algonac	Building	000227	WIRE LINE	1/14/1988
2343	Algonac	Building	000228	WIRING FOR COMPUTOR	2/4/1988
2343	Algonac	Building	000229	CIRCUITS FOR CASH RG	2/4/1988
2343	Algonac	Building	000226	REPAIRS	3/15/1988
2343	Algonac	Building	000247	DOOR & OPERATOR	11/1/1988
2343	Algonac	Building	000347	LABOR ON STORE ROOM	2/1/1990
2343	Algonac	Building	000404	3420 TREMBLE	11/19/1990
2343	Algonac	Building	000516	ADDITION TO OFFICE	11/1/1992
2343	Algonac	Building	000557	SHED	7/10/1993
2343	Algonac	Building	000614	REVISE SITE/FL PLAN	3/30/1994
2343	Algonac	Building	000613	BLDG. ADD - REMODEL	4/19/1994
2343	Algonac	Building	000612	DAN PRIOR	4/27/1994
2343	Algonac	Building	000615	REMODELING	5/3/1994
2343	Algonac	Building	000616	ROOFING	5/12/1994
2343	Algonac	Building	000617	SEAMLESS GUTTERS	6/6/1994
2343	Algonac	Building	000628	STEEL CURTAIN	6/6/1994
2343	Algonac	Building	000629	BUILDING	9/15/1994
2343	Algonac	Building	000638	WIRING	12/15/1994
2343	Algonac	Building	000642	FURNACE	2/15/1995
2343	Algonac	Building	000645	DRYWALL & PAINT	3/15/1995
2343	Algonac	Building	000659	CUSTOM FLOOR	4/1/1995
2343	Algonac	Building	000660	DRYWALL & PAINT	4/11/1995
2343	Algonac	Building	000661	TROPHY & CONF ROOM	5/24/1995
2343	Algonac	Building	000674	BUILDING IMPROVEMENT	7/18/1995
2343	Algonac	Building	000711	BUILDING ADDITION	10/1/1995
2343	Algonac	Building	000713	NEW CEILING	10/16/1995
2343	Algonac	Building	000716	POLE BARN EXCAVATION	10/19/1995
2343	Algonac	Building	000715	STORAGE BUILDING	10/29/1995
2343	Algonac	Building	000710	POLE BARN	10/31/1995
2343	Algonac	Building	000727	MINI STORAGE	10/31/1995
2343	Algonac	Building	000728	CONCRETE	11/19/1995
2343	Algonac	Building	000741	FILL SAND	11/24/1995
2343	Algonac	Building	000751	STORM SEWER	1/26/1996
2343	Algonac	Building	000750	LIMESTONE	1/30/1996

2343	Algonac	Building	000765	STORAGE BUILDING	2/2/1996
2343	Algonac	Building	000749	FILL SAND	2/16/1996
2343	Algonac	Building	000809	BUILDING IMPROVE.	12/30/1996
2343	Algonac	Building	000836	ROOF	4/1/1997
2343	Algonac	Building	000902	INSTL BLDG METAL	9/29/1998
2344	Marine City	Building	000002	BUILDING	1/1/1965
2344	Marine City	Building	000003	BUILDING	1/1/1965
2344	Marine City	Building	000007	BUILDING	1/1/1978
2344	Marine City	Building	000005	BUILDING	11/1/1978
2344	Marine City	Building	000006	WIRING	2/1/1979
2344	Marine City	Building	000164	ROOF TRUSSES	10/21/1987
2344	Marine City	Building	000165	ROOFING MATERIALS	10/21/1987
2344	Marine City	Building	000241	HOWS CONE	11/4/1987
2344	Marine City	Building	000246	LABOR FOR BUILDING	1/21/1988
2344	Marine City	Building	000324	FLOOR TRUSSES	11/1/1988
2344	Marine City	Building	000249	FLOOR	12/1/1988
2344	Marine City	Building	000258	BLDG ADDITIONS	2/8/1989
2344	Marine City	Building	000259	MOVE FURNACE	2/10/1989
2344	Marine City	Building	000348	LEAN TO SHED	3/1/1990
2344	Marine City	Building	000435	REROOF	6/14/1991
2344	Marine City	Building	000675	MINI STORAGE BLDG	7/16/1995
2344	Marine City	Building	000676	MINI STORAGE LABOR	7/16/1995
2344	Marine City	Building	000717	MINI STORAGE	10/10/1995
2344	Marine City	Building	000726	MINI STORAGE	10/31/1995
2344	Marine City	Building	000730	MINI STORAGE	11/4/1995
2344	Marine City	Building	000770	DOORS ON STORAGE	3/12/1996

2344	Marine City	Building	000788	BUILDING ADDITION	7/4/1996
2344	Marine City	Building	000803	RAIL YARD STORAGE	10/31/1996
2344	Marine City	Building	000804	MINI STOR. MATERIAL	10/31/1996
2344	Marine City	Building	000805	MINI STORAGE STONE	10/31/1996
2344	Marine City	Building	000810	MINI STORAGE	12/24/1996
2344	Marine City	Building	000837	BUILDING	4/1/1997
2344	Marine City	Building	000838	MINI STORAGE	4/1/1997
2344	Marine City	Building	000839	BLDG. REMODELING	4/1/1997
2344	Marine City	Building	000854	BLDG. IMPROVEMENTS	5/29/1997
2344	Marine City	Building	000855	HEATER/INSTALLATION	6/10/1997
2344	Marine City	Building	000890	DOOR WORK	8/15/1997
2344	Marine City	Building	001260	CONSTRUCTION MAESTRO VERSION 2.0	7/12/2004
2344	Marine City	Building	001491	Gable shed	4/1/2010
2344	Marine City	Building	001589	SIDELINE ELECTRIC	1/13/2013
2343	Algonac	Equipment	000148	CERAMIC TILE	9/4/1987
2220	New Baltimore	Furniture	000345	UPRIGHT BEAM	1/2/1990
2220	New Baltimore	Furniture	000735	STORAGE	12/1/1995
2220	New Baltimore	Furniture	000813	BUILDING BEAMS	1/10/1997
2220	New Baltimore	Furniture	000932	BUILDING BEAMS	2/19/1998
2220	New Baltimore	Furniture	001017	CANTIBEAM COLUMN 156" & ARM 52" - W/ GUSSET	11/24/1999
2343	Algonac	Furniture	000712	FANS & LIGHTS	9/28/1995
2343	Algonac	Furniture	000733	STORAGE	12/1/1995
2343	Algonac	Furniture	000734	FLOORING	12/10/1995
2343	Algonac	Furniture	000931	ENTRANCE DOOR	9/30/1998
2343	Algonac	Furniture	001033	ALADDIN MARQUIS FLOORING	1/19/2000
2343	Algonac	Furniture	001095	HUNTER GREEN FLOOR COVERING	6/14/2000

2343	Algonac	Furniture	001096	HUNTER GREEN FLOOR COVERING	8/14/2000
2343	Algonac	Furniture	001282	LIGHTING, FLOORING, COUNTERS & DECOR	3/15/2005
2344	Marine City	Furniture	000721	STEP BEAM & SUPPORTS	10/1/1995
2344	Marine City	Furniture	001446	BEAMS/DIVIDERS	7/10/1997
2344	Marine City	Furniture	001281	LIGHTING, FLOORING, COUNTERS & DECOR	3/15/2005
3644	Marysville	Furniture	000577	ELECTRICAL	9/21/1993
3644	Marysville	Furniture	001215	LIGHT FIXTURES	1/1/2003
3644	Marysville	Furniture	001239	LITHONIA LIGHTING PRODUCTS	1/20/2003
3644	Marysville	Furniture	001237	LIGHT FIXTURES/INSTALLATION HARDWARE	2/12/2003
2220	New Baltimore	Improvements	000067	LAND IMPROVEMENTS	1/1/1975
2220	New Baltimore	Improvements	000071	PARKING LOT	4/1/1984
2220	New Baltimore	Improvements	000109	FENCE - NATIONWIDE	4/1/1986
2220	New Baltimore	Improvements	000118	CONCRETE REINF. ENT	6/15/1986
2220	New Baltimore	Improvements	000120	CONCRETE GAR.SHOP	8/15/1986
2220	New Baltimore	Improvements	000158	CONCRETE RATWALL	7/14/1987
2220	New Baltimore	Improvements	000236	LAND FILL	12/14/1987
2220	New Baltimore	Improvements	000218	CONCRETE FLAT WORK	5/16/1988
2220	New Baltimore	Improvements	000264	IMPROVEMENTS	2/10/1989
2220	New Baltimore	Improvements	000275	EXCAVATION	4/1/1989
2220	New Baltimore	Improvements	000282	DRIVEWAY & PARK LOT	5/22/1989
2220	New Baltimore	Improvements	000340	LAND IMPROVEMENTS	11/30/1989
2220	New Baltimore	Improvements	000358	FENCE	12/19/1989
2220	New Baltimore	Improvements	000359	SAND	4/13/1990
2220	New Baltimore	Improvements	000357	STONE	4/17/1990

2220	New				
	Baltimore	Improvements	000353	GARDEN CENTER IMPROV	5/4/1990
2220	New				
	Baltimore	Improvements	000355	GARDEN CENTER IMPROV	5/4/1990
2220	New				
	Baltimore	Improvements	000364	FENCE	6/21/1990
2220	New				
	Baltimore	Improvements	000375	LAND IMPROVEMENTS	7/1/1990
2220	New				
	Baltimore	Improvements	000373	DIRT	7/5/1990
2220	New				
	Baltimore	Improvements	000374	FENCE	7/12/1990
2220	New				
	Baltimore	Improvements	000378	PAINTING PARKING LOT	8/15/1990
2220	New				
	Baltimore	Improvements	000389	DIRT	9/1/1990
2220	New				
	Baltimore	Improvements	000390	SAND	9/1/1990
2220	New				
	Baltimore	Improvements	000388	STORE POLE BARN	9/12/1990
2220	New				
	Baltimore	Improvements	000396	ASPHALT	10/1/1990
2220	New				
	Baltimore	Improvements	000395	WIRING	10/5/1990
2220	New				
	Baltimore	Improvements	000392	HEATING	10/19/1990
2220	New				
	Baltimore	Improvements	000394	WATER LINE & BACKFLO	10/19/1990
2220	New				
	Baltimore	Improvements	000397	GUTTER	10/20/1990
2220	New				
	Baltimore	Improvements	000399	LABOR	10/29/1990
2220	New				
	Baltimore	Improvements	000408	PLASTIC DRAIN	11/17/1990
2220	New				
	Baltimore	Improvements	000419	LIGHTING-PARKING LOT	12/5/1990
2220	New				
	Baltimore	Improvements	000412	GUTTER	1/28/1991
2220	New				
	Baltimore	Improvements	000425	PAVING	4/12/1991
2220	New				
	Baltimore	Improvements	000426	PAVING	4/12/1991
2220	New				
	Baltimore	Improvements	000429	CANTLEVER GATE	4/20/1991
2220	New				
	Baltimore	Improvements	000434	SITE PLAN	5/1/1991
2220	New				
	Baltimore	Improvements	000428	CONCRETE	5/8/1991

2220	New	Baltimore	Improvements	000433	GATE OPERATOR	6/1/1991
2220	New	Baltimore	Improvements	000444	EXTEND DRAINS	8/26/1991
2220	New	Baltimore	Improvements	000518	CLARK CONST. -MATER.	12/1/1992
2220	New	Baltimore	Improvements	000582	CEMENT	10/29/1993
2220	New	Baltimore	Improvements	000640	CONCRETE & CATCH BAS	12/15/1994
2220	New	Baltimore	Improvements	000714	CONCRETE WORK	10/29/1995
2220	New	Baltimore	Improvements	000738	PAINTING CEILING	11/21/1995
2220	New	Baltimore	Improvements	000747	ELECTRICAL	12/18/1995
2220	New	Baltimore	Improvements	000761	AUTO ENTRY DOOR	2/19/1996
2220	New	Baltimore	Improvements	000819	DRAIN ADDITION	1/15/1997
2220	New	Baltimore	Improvements	000823	TILE & CARPET REPAIR	2/4/1997
2220	New	Baltimore	Improvements	000861	SEWER/CONCRETE	5/5/1997
2220	New	Baltimore	Improvements	000883	RAMP	6/16/1997
2220	New	Baltimore	Improvements	001055	PAINTED CEILING	2/21/2000
2220	New	Baltimore	Improvements	001054	CONSTRUCTION PROJECT	2/29/2000
2220	New	Baltimore	Improvements	001140	INSTALLATION OF DRIVEWAY	5/7/2001
2220	New	Baltimore	Improvements	001159	ALUMINUM COATING (MODIFIED TORCH DOWN - FIRESTONE)	1/10/2002
2220	New	Baltimore	Improvements	001160	ROOFERS SELECT UNDERLAYMENT AND WINTERGUARD SAND	1/10/2002
2220	New	Baltimore	Improvements	001161	ALUMINUM COATING	1/10/2002
2220	New	Baltimore	Improvements	001162	CEDAR BLEND TIMBERLINE	1/10/2002
2220	New	Baltimore	Improvements	001163	CEDAR BLEND TIMBERLINE	1/10/2002
2220	New	Baltimore	Improvements	001158	ROOF AND SHINGLES	1/18/2002
2220	New	Baltimore	Improvements	001241	ASPHALT REPAIR - GARDEN CENTER AREA	8/7/2003

2220	New				
	Baltimore	Improvements	001289	LANSCAPING	1/3/2005
2220	New				
	Baltimore	Improvements	001272	THREE LIGHT FIXTURES	1/9/2005
2220	New				
	Baltimore	Improvements	001411	TRADEMARK - REPAIRS TO BUILDING AFTER STORM DAMAGE	6/15/2008
2220	New				
	Baltimore	Improvements	001410	FENCING INV. 0217959	6/23/2008
2220	New				
	Baltimore	Improvements	001406	HEATING / COOLING UNIT, BRYANT, 580FPV091180, INV 827785	6/24/2008
2220	New				
	Baltimore	Improvements	001409	ALUMINUM FENCE 0217993	6/30/2008
2220	New				
	Baltimore	Improvements	001617	Lightning Refit New Baltimore	6/20/2014
2343	Algonac	Improvements	000070	PARKING LOT	8/1/1980
2343	Algonac	Improvements	000078	SEWER	9/1/1981
2343	Algonac	Improvements	000079	PAVING PARKING LOT	10/1/1981
2343	Algonac	Improvements	000080	STORM SEWER	10/1/1981
2343	Algonac	Improvements	000083	FENCE	12/1/1981
2343	Algonac	Improvements	000086	PAVE PARKING LOT	9/1/1982
2343	Algonac	Improvements	000087	FENCE	4/1/1983
2343	Algonac	Improvements	000096	FENCE	11/1/1984
2343	Algonac	Improvements	000121	ASPHALT PATCHWORK	8/15/1986
2343	Algonac	Improvements	000153	SEAL COAT PARKING LT	5/17/1987
2343	Algonac	Improvements	000154	SAND FOR POLE BARN	7/1/1987
2343	Algonac	Improvements	000155	GAS TANK	7/14/1987
2343	Algonac	Improvements	000156	CEMENT WORK	7/24/1987
2343	Algonac	Improvements	000157	CRUSH STONE	7/24/1987
2343	Algonac	Improvements	000151	APPROACH FOR BARN	8/10/1987
2343	Algonac	Improvements	000152	GATE	9/10/1987
2343	Algonac	Improvements	000243	FLOOR IN SHED	11/30/1987
2343	Algonac	Improvements	000231	SEWER FOR NEW ADDIT	2/15/1988
2343	Algonac	Improvements	000208	INSULATE ATTIC & ADI	7/31/1988
2343	Algonac	Improvements	000203	SAND FOR BASEMENT	8/22/1988
2343	Algonac	Improvements	000371	BASINS	7/10/1990
2343	Algonac	Improvements	000370	IMPROVEMENTS - PAINT	7/17/1990
2343	Algonac	Improvements	000372	BALANCE ON BASINS	8/1/1990
2343	Algonac	Improvements	000386	WALL REPAIR	9/17/1990
2343	Algonac	Improvements	000400	IMPROVEMENTS TO BLDG	10/1/1990
2343	Algonac	Improvements	000403	CEMENT WORK	10/1/1990
2343	Algonac	Improvements	000393	PAYMENT ON LEASE IMP	10/17/1990
2343	Algonac	Improvements	000391	BAL LEASE IMPROVE	10/25/1990
2343	Algonac	Improvements	000432	LAND IMPROVEMENTS	6/2/1991

2343	Algonac	Improvements	000442	FENCING	7/1/1991
2343	Algonac	Improvements	000445	IMPROVEMENTS	8/12/1991
2343	Algonac	Improvements	000556	STONES, PARKING LOT	6/5/1993
2343	Algonac	Improvements	000571	FABRICATIONS	7/1/1993
2343	Algonac	Improvements	000570	DECKS	7/19/1993
2343	Algonac	Improvements	000621	PARKING LOT	5/4/1994
2343	Algonac	Improvements	000688	CEMENT & STONE DRIVE	7/1/1995
2343	Algonac	Improvements	000687	OUTSIDE CONDENSER	7/14/1995
2343	Algonac	Improvements	000723	EXCAVATION	10/11/1995
2343	Algonac	Improvements	000791	ASPHALT PATCHWORK	8/1/1996
2343	Algonac	Improvements	000792	PARKING LOT	8/1/1996
2343	Algonac	Improvements	000793	WATER RAMP	8/1/1996
2343	Algonac	Improvements	000796	STONED DRIVE	8/1/1996
2343	Algonac	Improvements	000797	CATCH BASIN	8/1/1996
2343	Algonac	Improvements	000798	BLDG. IMPROVEMENTS	8/2/1996
2343	Algonac	Improvements	000806	PARKING LOT	10/10/1996
2343	Algonac	Improvements	000800	SEAL COATING & STRIP	10/12/1996
2343	Algonac	Improvements	000814	PARKING LOT IMPROV.	12/31/1996
2343	Algonac	Improvements	000815	PARKING LOT	12/31/1996
2343	Algonac	Improvements	000822	WAREHOUSE IMPROV.	2/21/1997
2343	Algonac	Improvements	000859	POLE BLDG. CONCRETE	5/5/1997
2343	Algonac	Improvements	000860	ROOFING/INSTALLATION	5/5/1997
2343	Algonac	Improvements	000880	RUFFAGE REMOVAL	6/13/1997
2343	Algonac	Improvements	000935	FURNACE/AIR CONDIT	8/7/1998
2343	Algonac	Improvements	000954	BEST PANEL SMP 32.94 SQ. FT.	11/1/1998
2343	Algonac	Improvements	000955	SEWER & PAVING REAR PARKING	11/16/1998
2343	Algonac	Improvements	001042	INSTALLATION OF HEAT SUPPLIES	1/19/2000
2343	Algonac	Improvements	001053	CONSTRUCTION OF NEW WALLS	2/20/2000
2343	Algonac	Improvements	001073	WOOD PALLETS, BOND BEAMS, LADDER & ACCESSORIES	5/25/2000
2343	Algonac	Improvements	001083	WOOD PALLET, MASON SAND & 4X8X12 SOLID BLOCK	5/26/2000
2343	Algonac	Improvements	001074	10X12 FIRE DOOR AND PRIME PAINT	6/1/2000
2343	Algonac	Improvements	001072	LAY BLOCKS, GROUT WALLS & BOND BEAM	6/10/2000
2343	Algonac	Improvements	001085	FILL SAND TO ALGONAC DEMOLITION SITE	6/29/2000
2343	Algonac	Improvements	001084	DEMOLISH AND REMOVE HOUSE FROM ALGONAC	6/30/2000

2343	Algonac	Improvements	001086	PAINT FOR WALLS	7/10/2000
2343	Algonac	Improvements	001098	CONCRETE DRIVE AREA	7/13/2000
2343				5 TON 10 SEER BRYANT AIR CONDITIONING UNIT W/ COIL & FILTER DRYER	8/28/2000
2343	Algonac	Improvements	001103	REMOVAL OF EXISTING FURNACE & INSTALLATION	1/19/2001
2343	Algonac	Improvements	001128	DIRECTIONAL BORE OF 4" DUCT	5/11/2001
2343				LEASEHOLD IMPROVEMENTS - MOVED ELECTRICAL SERVICE UNDERGROUND	5/14/2001
2343	Algonac	Improvements	001139	PANEL IN TRIM BARN	1/18/2002
2343				RD HM UPPER DECK KIT SEALE	2/6/2002
2343	Algonac	Improvements	001168	SLIDING DOOR KITS, SECTIONS	2/13/2002
2343				LIGHT ASSEMBLY - 036 SPECIAL CA 46-1/2"	10/1/2002
2343	Algonac	Improvements	001210	GM60-20, 21X60 GARDEN MART	4/3/2003
2343				SHELVING AND WALL FIXTURES	11/1/2003
2343				UPSTAIRS REMODEL INCLUDING LABOR, FASTNERS, WOOD, ELECTRICAL & HEAT	2/1/2005
2343	Algonac	Improvements	001275	UPSTAIRS ADDITION INCLUDING LABOR AND MATERIALS	2/1/2005
2343	Algonac	Improvements	001276	INSTALL OSB	3/15/2005
2343				CHAIN LINKED FENCE, INV. 2017910	6/10/2008
2343	Algonac	Improvements	001408	catch basin pipe replacement	11/16/2009
2343	Algonac	Improvements	001487	NEW FURNACE & 2 A/C UNITS	7/17/2012
2343				POSTILL ELECTRIC NEW LIGHTS LESS REBATE	8/1/2012
2343	Algonac	Improvements	001568	NEW ROOF	2/13/2013
2343	Algonac	Improvements	001591	Catch Basins	5/31/2014
2344	Marine				
2344	City	Improvements	000068	LAND IMPROVEMENT	1/1/1975
2344	Marine				
2344	City	Improvements	000142	STONE	1/7/1987
2344	Marine				
2344	City	Improvements	000166	PAVEMENT ASSESSMENT	5/31/1987
2344	Marine				
2344	City	Improvements	000133	PARKING LOT	7/24/1987

2344	Marine City	Improvements	000244	FENCING	11/6/1987
2344	Marine City	Improvements	000212	CEMENT WORK	4/26/1988
2344	Marine City	Improvements	000219	INSTALLATION	5/17/1988
2344	Marine City	Improvements	000339	FENCE	1/31/1990
2344	Marine City	Improvements	000402	CEMENT WORK	10/1/1990
2344	Marine City	Improvements	000398	DOORS & THRESHOLDS	10/19/1990
2344	Marine City	Improvements	000502	PARKING LOT	5/18/1992
2344	Marine City	Improvements	000572	YARD REPLACEMENT	7/28/1993
2344	Marine City	Improvements	000634	FLAT WORK - YARD	9/13/1994
2344	Marine City	Improvements	000663	CEMENT WORK	5/17/1995
2344	Marine City	Improvements	000671	CEMENT WORK	5/17/1995
2344	Marine City	Improvements	000709	MINI STORAGE	9/30/1995
2344	Marine City	Improvements	000775	CEMENT WORK	5/14/1996
2344	Marine City	Improvements	000776	CEMENT WORK	6/6/1996
2344	Marine City	Improvements	000774	parking lot addition	6/10/1996
2344	Marine City	Improvements	000799	BLDG. IMPROVEMENTS	8/2/1996
2344	Marine City	Improvements	000863	BLDG. WORK	5/10/1997
2344	Marine City	Improvements	000866	VINYL WORK/MOLDING	5/12/1997
2344	Marine City	Improvements	000864	HEATER INSTALLATION	5/15/1997
2344	Marine City	Improvements	000862	BLDG. IMPROVEMENTS	5/16/1997
2344	Marine City	Improvements	000867	OPENER INSTALLATION	5/16/1997
2344	Marine City	Improvements	000865	BLDG. IMPROVEMENTS	5/22/1997
2344	Marine City	Improvements	000884	BLDG. IMPROVEMENTS	6/5/1997
2344	Marine City	Improvements	000893	CONDENSOR INSTALL.	8/10/1997

2344	Marine City	Improvements	000892	SHED MAINTENANCE	8/16/1997
2344	Marine City	Improvements	000896	WELDING/BRACKETS	9/5/1997
2344	Marine City	Improvements	000942	NEW DRIVE WAY	10/10/1998
2344	Marine City	Improvements	001099	CONCRETE DRIVE AREA	7/18/2000
2344	Marine City	Improvements	001087	MANUFACTURE & INSTALL HEAVY DUTY DOOR LOCKS & HOLDERS	7/19/2000
2344	Marine City	Improvements	001252	REMOVE AND REPLACE CONCRETE IN FRONT OF BUILDING	6/30/2004
2344	Marine City	Improvements	001265	NEW ROOF ON MARINE CITY BUILDING - 6686.85 MATERIALS AND 8010 LABOR	10/21/2004
2344	Marine City	Improvements	001284	ELECTRICAL WORK	3/15/2005
2344	Marine City	Improvements	001492	Electrical work	7/30/2010
2344	Marine City	Improvements	001592	CTS NEW DATA LINE FROM MC TO CW	11/12/2012
3644	Marysville	Improvements	000436	DOORS	7/23/1991
3644	Marysville	Improvements	000446	CONCRETE	7/24/1991
3644	Marysville	Improvements	000459	LANDSCAPING	8/2/1991
3644	Marysville	Improvements	000452	POLE BARN & L/SCAPE	8/16/1991
3644	Marysville	Improvements	000461	DOUBLE FACE SIGN	9/11/1991
3644	Marysville	Improvements	000462	SIGN	9/11/1991
3644	Marysville	Improvements	000464	RAMP	9/30/1991
3644	Marysville	Improvements	000465	PLUMBING	10/3/1991
3644	Marysville	Improvements	000463	RAT WALL WORK	10/15/1991
3644	Marysville	Improvements	000475	WIRING POLE BARN	12/27/1991
3644	Marysville	Improvements	000477	R N COMMUNICATIONS	2/6/1992
3644	Marysville	Improvements	000476	DISPLAY AREA	2/22/1992
3644	Marysville	Improvements	000481	POLE BARN	4/20/1992
3644	Marysville	Improvements	000498	PARKING LOT	7/9/1992
3644	Marysville	Improvements	000510	PARKING LOT LAB/MAT	7/9/1992
3644	Marysville	Improvements	000894	PARKING LOT IMPROV.	8/29/1997
3644	Marysville	Improvements	001220	SHOT BLASTING, APPLING FLOOR, AND PAINT JOB (SWM PAINTING, INC)	2/21/2003
3644	Marysville	Improvements	001226	ASPHALT REPAIR - WEDGE AND OVERLAY ASPHALT	5/27/2003
3644	Marysville	Improvements	001229	RESURFACE SPECIFIED AREAS WITH STONE AND	6/28/2003

3644				EXPAND PARKING LOTS, HAULED DIRT TO SPECIFIED LOCATIONS, HEATING / COOLING UNIT BRYANT 580FPV073115, INV. 825755	6/3/2008
3644	Marysville	Improvements	001407	New lighting at 3644. All fixtures redone	12/1/2012
4233	St. Clair	Improvements	000673	PAINT WORK	6/15/1995
4233	St. Clair	Improvements	000672	FLOOR WORK	6/23/1995
4233	St. Clair	Improvements	000691	INTERIOR REMODELING	7/1/1995
4233	St. Clair	Improvements	000690	INTERIOR REMODELING	7/6/1995
4233	St. Clair	Improvements	000706	LEASEHOLD IMP	8/1/1995
4233	St. Clair	Improvements	000704	WIRING	8/9/1995
4233	St. Clair	Improvements	000705	ENTRANCE DOORS	8/23/1995
4233	St. Clair	Improvements	000724	OFFICES & DOORS	10/30/1995
4233	St. Clair	Improvements	000739	GUTTERS	12/1/1995
4233	St. Clair	Improvements	000748	HEATING/PLUMBING	12/4/1995
4233	St. Clair	Improvements	000947	FLAT ROOF	6/4/1998
4233	St. Clair	Improvements	001577	IMPROVEMENTS TO PARKING LOT 4223	6/12/2012
4233	St. Clair	Improvements	001624	LIGHTING IN ST CLAIR LESS DTE REBATE 19555-405.45	11/1/2014
2220	New				
	Baltimore	Land	001116	LAND - ANCHOR BAY	1/1/1989
2343	Algonac	Land	001115	LAND - ALGONAC	1/1/1978
2344	Marine				
	City	Land	001114	LAND	1/1/1965
2344	Marine				
	City	Land	000958	LAND - GRECO TITLE 98	12/9/1998

Schedule 1.14
Real Property Leases

	Lessor	Property Address	City	State	Zip
1	Gordan J. Birgbauer, Jr. Trust	35369 23 Mile Road	New Baltimore	MI	48047
2	Lumberjack Realty Company	151 North Range Road 2275 Fred Moore	Marysville	MI	48074
3	Lumberjack Realty Company	Highway	St. Clair	MI	48054

Schedule 1.17
Prepaid Advertising

1	Immaculate Conception Perch Festival - July 16-19	\$	300
2	Snug Theatre 1/2 page ad for the entire season, both of their theatres in Marine City		885
3	Bay-Rama Fishfly festival - June 24-25th		450
4	Pickereel Tournament Placemat ad		200
			<hr/>
		\$	1,835
			<hr/>

**Schedule 1.4
Equipment Leases**

	Vendor	Description of Product/Service	Notes
1	Graybar Financial Services	Phone Equipment Lease	47.5 months remaining. Lease ends 6-17-19.
2	Pitney Bowes	Postage Machine	48 months remaining

Schedule 2.2 k
Excluded Assets

- 1 Mounts and gun safe and its contents in the 2 Trophy rooms of the Algonac store
- 2 Art work in the Algonac conference room, hallway, Gordon J. Birgbauer, Jr.'s office and trophy rooms
- 3 Gordon J. Birgbauer, Jr.'s personal effects in the conference room, hallway, trophy rooms and his office
- 4 Knife collection located in Randy's office
- 5 The following assets listed in the Company's fixed asset register:

Asset Number	Description	Date Acquired
000215	DESK,CHAIR,CREDENZA	1/25/1988
000216	CREDENZA	5/11/1988
000225	DESK WALNUT	3/27/1988

Schedule 3.4
Allocation of Purchase Price

1	Inventory	\$ 5,650,000
2	Fixed Assets	340,000
3	Other Assets	10,000
	Total	<u><u>\$ 6,000,000</u></u>

Any inventory adjustment per paragraph 3.3 will be allocated to inventory and added or subtracted from the total purchase price paid, as applicable.

The initial purchase price allocation above is tentative and subject to subsequent events and/or other findings. This allocation may be amended up to 6 months from the Effective Date. Purchaser agrees to review the amended allocation (the "Final Purchase Price Allocation") with Seller prior to submission to the IRS.

Schedule 4.1 c
Assumed Liabilities of Seller by Purchaser

1 Amounts payable for inspections incurred on behalf of and approved by the Purchaser

Schedule 5.3
No Conflict: Consents

- 1 Consents for Assignment of Assumed Contracts and Leases in Schedules 1.10 and 1.14, respectively

Schedule 5.10
Litigation: Judgments

I None Noted

Schedule 5.14

Employee Census - (names, position, and ann. Comp. or hourly pay)

<u>Location</u>	<u>NAME</u>	<u>JOB FUNCTION</u>	<u>Status</u>	<u>Salary /Hourly</u>	<u>rate</u>
2220	Barc AnneMarie	Cashier/Stock	PT	Hourly	\$8.15
2220	Brown Michael	Mill/Yard	PT	Hourly	\$9.00
2220	Chrostowski, Jeff	Mill/Yard	FT	Hourly	\$14.50
2220	Cornett, Harvey	Manager	FT	Hourly	\$18.00
2220	Curtis Thomas	Mill/Yard	PT	Hourly	\$8.15
2220	Ditto, Cheryl	Cashier/Stock	PT	Hourly	\$9.00
2220	Dubay Dean	Floor sales/Stock	FT	Hourly	\$11.33
2220	Grewe Kim	Receiving	FT	Hourly	\$9.50
2220	Keller, Gregory	Inside Sales	FT	Hourly	\$14.00
2220	Krzysik, Stanley	Paint Manager	FT	Hourly	\$11.44
2220	Majewski Adam	Mill/Yard	PT	Hourly	\$9.00
2220	McClintock, Madison	Cashier/Stock	PT	Hourly	\$8.15
2220	Moore Margo	Cashier/Stock	PT	Hourly	\$8.15
2220	Smith, Denise	Assist Manager	FT	Salary	\$1,980.00
2220	Soper, Dustin	Stock	FT	Hourly	\$9.00
2220	Spilak, Gene	Inside Sales	FT	Salary	\$990.00
2220	Steyer Matthew	Mill/Yard	PT	Hourly	\$8.15
2220	Stilwell-Richards, Abigail	Cashier/Stock	PT	Hourly	\$8.15
2220	Styles Drake	Cashier/Stock	PT	Hourly	\$8.25
2220	Vojnovski Stefan	Cashier/Stock	PT	Hourly	\$8.25
2220	Waeyaert, Lee	Inside Sales	FT	Salary	\$1,346.15
2220	Wolschleger Sean	Mill/Yard	PT	Hourly	\$9.50
2343	Costa Jan	Cashier/Stock	PT	Hourly	\$8.15
2343	Dickson, Gerald	Inside Sales	FT	Hourly	\$13.20
2343	Dulac, Joe	Stock	PT	Hourly	\$10.40
2343	Fahs, Jeffrey	Mill/Yard	FT	Hourly	\$17.50
2343	Green Martha	Cashier/Stock	FT	Hourly	\$9.00
2343	Harvey, Martha	Cashier/Stock	FT	Hourly	\$8.50
2343	Hauer, Gary	Stock	PT	Hourly	\$8.50
2343	Hood Samantha	Cashier/Stock	PT	Hourly	\$8.15
2343	Kreilter, David	Assist Manager	FT	Hourly	\$9.75
2343	Leid Leonard (Fred)	Cashier/Stock	PT	Hourly	\$9.00
2343	Marvicsin Edward	Mill/Yard	FT	Hourly	\$8.15
2343	Purchase Nicholas	Mill/Yard	FT	Hourly	\$9.50
2343	Smith, Belinda	Manager	FT	Hourly	\$18.00

2343	Toupin Mark	Sporting Dept./ Sales	FT	Hourly	\$9.00
2343	Tuttle, Jill	Receiving	FT	Hourly	\$9.40
2343	Walters, Jordon	Cashier/Stock	PT	Hourly	\$8.15
2343	WELCH, PAUL	Paint Manager	FT	Hourly	\$9.00
2343	Welch, Stephanie	Cashier/Stock	PT	Hourly	\$8.15
2343	White Stephen	Inside Sales	FT	Hourly	\$11.00
2343	Whittemore John	Stock	PT	Hourly	\$8.15
2344	Bieszke, Steve	Dispatch	FT	Salary	\$2,038.47
2344	Bowden James	Driver	FT	Hourly	\$14.15
2344	Butros Brad	Stock	PT	Hourly	\$8.15
2344	Cheney, Andy	Inside Sales	FT	Hourly	\$11.00
2344	Closs, Charles	Driver	FT	Hourly	\$19.60
2344	Denean Joshua	Cashier/Stock	PT	Hourly	\$8.15
2344	Faucher Adam	Mill/Yard	FT	Hourly	\$9.00
2344	Galvin Daniel	Stock	FT	Hourly	\$10.00
2344	Gordon- Sigmon Connie	Cashier/Stock	PT	Hourly	\$8.15
2344	Heilig Holly	Cashier/Stock	PT	Hourly	\$8.15
2344	Helzer, Jacob	Mill /Driver	FT	Hourly	\$11.25
2344	Krauss, Andrew	CW Mill/Yard	FT	Hourly	\$13.50
2344	Lomerson, Brandon	Sales/assist manager	FT	Hourly	\$10.25
2344	McLean John	Driver	FT	Hourly	\$15.25
2344	Musson, Rachel	Cashier/Stock	FT	Hourly	\$9.50
2344	O'Hara James	Mill /Driver	PT	Hourly	\$10.25
2344	Owens Maureen	Receiving	FT	Hourly	\$8.15
2344	Prey, Michael A	Paint Manager	FT	Hourly	\$9.00
2344	Rhein Steven	Driver	FT	Hourly	\$12.00
2344	Schindler, Donna	Manager	FT	Hourly	\$14.00
2344	Schoof Jordyn	Cashier/Stock	PT	Hourly	\$8.15
2344	Setter Derek	Stock	PT	Hourly	\$8.15
2344	Volkman Ashley	Cashier/Stock	PT	Hourly	\$8.15
2344	Weeden Taylor	Cashier/Stock	PT	Hourly	\$8.15
2344	White, James	Mill/Yard	FT	Hourly	\$16.75
2344	Whitis Francis	Mill/Yard	FT	Hourly	\$11.00
3644	Baumgarten Larry	Inside Sales	FT	Hourly	\$11.25
3644	Chellew, Cindy	Kitchen Sales	FT	Salary	\$2,000.00
3644	Dilloway Steven	Stock	PT	Hourly	\$8.15
3644	Fistler Susan	Manager	FT	Salary	\$1,692.31
3644	Gromacki Angela	Cashier/Stock	PT	Hourly	\$8.15
3644	Jennings Richard	Floor sales/Stock	PT	Hourly	\$12.50
3644	Levin, Ryan pt 2-14-15	Inside Sales	PT	Hourly	\$12.00
3644	McCallum, Glen	Mill /Driver	FT	Hourly	\$12.00
3644	McKenzie, Matthew	Stock	PT	Hourly	\$8.15
3644	McKenzie, Steve	Paint Manager	FT	Hourly	\$13.25

3644	Robbins, Dan	Stock	FT	Hourly	\$16.00
3644	Sloan Tyler	Stock	PT	Hourly	\$8.15
3644	Smith Michelle	Receiving	FT	Hourly	\$8.50
3644	Sommerville Alex	Mill/Yard	FT	Hourly	\$8.75
3644	White Richard	Mill/Yard	FT	Hourly	\$10.50
3644	Winningham Lisa	Cashier/Stock	FT	Hourly	\$9.00
3644	Wurmlinger Alayna	Cashier/Stock	PT	Hourly	\$8.15
4223	Al-Gharabally Gabriel	Stock	PT	Hourly	\$8.15
4223	Bieszczad Courtney	Cashier/Stock	PT	Hourly	\$8.15
4223	Birgbaurer, Nicholas	Manager	FT	Salary	\$1,600.00
4223	Bryant Austin	Stock	PT	Hourly	\$8.15
4223	Burge, Kristopher	Mill/Yard	FT	Hourly	\$10.50
4223	Carnahan Amber	Cashier/Stock	PT	Hourly	\$8.15
4223	Chellew, Daniel	Sales/assist manager	FT	Hourly	\$14.00
4223	Hines, James	Stock	PT	Hourly	\$8.50
4223	Houle John	Mill/Yard	PT	Hourly	\$8.15
4223	Menzies, Holly	Inside Sales	FT	Hourly	\$10.00
4223	Singer Amanda	Cashier/Stock	PT	Hourly	\$8.15
4223	Smith, Benjamin	Receiving	FT	Hourly	\$9.00
4223	Varty, Stephanie	Paint Manager	FT	Hourly	\$9.50
9577	Fordt, Scott	Outside Sales	FT	Salary	\$1,700.00
9577	Kubinec, Timothy	Outside Sales	FT	Salary	\$1,700.00
9577	Laurencelle, Aaron	Contractor Sales	FT	Hourly	\$17.00
9577	Makowski, Fred	Estimator	FT	Hourly	\$17.00
9577	Thompson, Mark	Outside Sales	FT	Salary	\$1,200.00
Corp	Birgbaurer, Mary Lou	Stockholder	FT	Salary	\$923.08
Corp	Chaplin, Amanda	Accts Rec	FT	Hourly	\$15.75
Corp	Crowe, Terry	Purch assst	FT	Hourly	\$14.50
Corp	Cutshaw Tyler	IT ASST	PT	Salary	\$960.00
Corp	Faulman, Jessica	Advertising	FT	Hourly	\$12.75
Corp	Glied, Catherine	HR	FT	Salary + \$5K fy bonus	\$1,800.00
Corp	Kauffmann, Samuel M	IT	PT	Salary	\$2,692.32
Corp	Luotonen Laura	Corp Controller	FT	Salary + \$5K fy bonus	\$3,278.12
Corp	Muentener, Randy	Purchaser	FT	Salary	\$2,940.00
Corp	Pawlowski Glenn	Gen Manager	FT	Salary	\$3,846.16
Corp	Schrader, Samantha	Accts Payable	FT	Hourly	\$15.75

**Schedule 5.16
Environmental**

1 None noted

Schedule 6.3
Consents of the Purchaser

- 1 The Financing Agreement between Bank and Purchaser dated September 11, 2014

Exhibit A

Legal Descriptions of Leased Property

Algonac

Main Store, Workshop, Lumber Shed 1, Lumber Shed 2– Parcel 74-14-442-0041-000

Lots 222, 223 and all of Lot 221, except a piece of land beginning at the Northwest corner of Lot 221; thence South 0 degrees 9 minutes West 24.92 feet; thence South 89 degrees 51 minutes East 124.91 feet to the Easterly line of Lot 221; thence North 0 degrees 9 minutes East 31.55 feet to the Southeast corner of Lot 220; thence West 125 feet to the place of beginning, being in Supervisor Roy T Gilberts Plat No 2, according to the plat thereof as recorded in Liber 48 of Plats, page 32, St. Clair County Register of Deeds Office, excepting therefrom that part of subject property deeded to Michigan Department of Transportation in Liber 1156 of Deeds, page 828, St. Clair County Records.

And: Lot 224, Supervisor Roy T Gilberts Plat No 2, according to the plat thereof as recorded in Liber 48 of Plats, page 32, St. Clair County Register of Deeds, excepting therefrom that part deeded to Michigan Department of Transportation as recorded in Liber 1156 of Deeds, page 826, St. Clair County Records.

And: Lots 225 and 226, Supervisor Roy T Gilberts Plat No 2 according to the plat thereof as recorded in Liber 48 of Plats, page 32, St. Clair County Register of Deeds Office, excepting therefrom that part deeded to Michigan Department of Transportation as recorded in Liber 1159 of Deeds, page 310 and Liber 1159 of Deeds, page 308, St. Clair County Records.

And: Lot 231, except the North 80 feet also the West 20 feet of Lot 371, Supervisor Roy T Gilberts Plat No 2, according to the plat thereof as recorded in Liber 48 of Plats, page 32, St. Clair County Records, excepting therefrom that part deeded to Michigan Department of Transportation, as recorded in Liber 1159 of Deeds, page 315, St. Clair County Records. (3470 Pte. Tremble Rd.)

Lumber Shed 3 and storage buildings – Parcel 74-14-442-0039-000

LOT 220 & THAT PART OF LOT 221 BEG AT ITS NW COR, TH S 0 DEG 9 MIN W 24.92 FT, TH S 89 DEG 51 MIN E 124.91 FT TO E LINE, TH N 0 DEG 9 MIN E 31.55 FT, TH WLY 125 FT TO BEG EXC N 300 FT SUP ROY T GILBERTS PLAT NO 2 FRAC SECS 8, 9 & 10 T2N R16E

Parking Lot & Greenhouse – Parcel 74-14-442-0047-000

N 80 FT OF LOT 231 SUP ROY T GILBERTS PLAT NO 2 FRAC SECS 8, 9 & 10 T2N R16E

New Baltimore

Store, Lumber Yard, Lumber Sheds – Parcels 06-09-13-376-012 & 06-09-13-376-016

Lot 4, Assessor's Cricklewood Plat, according to the plat thereof recorded in Liber 35, page 12 of Plats, Macomb County Records; and

Lots 5, 6, 7 and 8 and East 12 feet of Lot 9 of Assessor's Cricklewood Plat of part of Fractional Section 13 and Private Claim 343, Town 3 North, Range 14 East, City of New Baltimore, Macomb County, Michigan, according to the plat thereof recorded in Liber 35, page 12 of Plats, Macomb County Records, commonly known as 35369 23 Mile Road.

Marine City

Store, Lumber Sheds, and Lumber Yard – Parcel 74-02-875-0038-000

Lot 34 Exc W 78 Ft Supervisor S Wonsey Plat T3N R16E SEC 01

Contractor's Warehouse – Parcel 74-02-875-0040-000

E 22' of Sec 12 lying W of Ext D N & S Lines of Lot 34 of Sup Wonsey Plat & W 78' of Lot 34 Supervisor S Wonsey Plat Frac Sec T3N R16E 1.28 A T3N R16E SEC 01

Mini-Storage – Parcel 74-02-012-2002-500

Land in the County of St. Clair, State of Michigan, City of Marine City, is described as follows:
A parcel of land within "Supervisor's Wonsey Plat", City of Marine City, St. Clair County, Michigan described as: Beginning at the Northwest corner of Lot 31, "Sup. Wonsey Plat", thence South 2 degrees 05 minutes 53 seconds West 551.47 feet along the Westerly line of Lot 31 and its extension, thence South 89 degrees 28 minutes 42 seconds West 17.00 feet, thence South 0 degrees 13 minutes 34 seconds West 448.21 feet, thence South 89 degrees 24 minutes 30 seconds West 14.54 feet, thence South 0 degrees 54 minutes 00 seconds East 110.34 feet to a point on the Northerly line of Alger Street (variable Right of Way), thence along said line South 89 degrees 17 minutes 00 seconds West 50.00 feet to the Southeast corner of Lot 40 "Sup. Wonsey Plat", thence North 0 degrees 54 minutes 00 seconds West 110.45 feet along the East line of said Lot 40, thence North 89 degrees 24 minutes 30 seconds East 14.54 feet to the Southeast corner of Lot 36, thence North 0 degrees 13 minutes 36 seconds East 218.27 feet to a point of curve, thence along said curve to the left a distance of 359.56 feet, said curve has a radius of 227.02 feet and its chord bears North 45 degrees 08 minutes 53 seconds West 323.14 feet to the point of tangency, thence South 89 degrees 28 minutes 42 seconds West 219.96 feet along the Northerly line of Lot 35, thence North 0 degrees 39 minutes 34 seconds West 25.00 feet, thence North 89 degrees 28 minutes 42 seconds East 220.35 feet to a point of curve, thence along a curve to the left a distance of 362.99 feet, said curve has radius of 233.02 feet and its chord bears North 44 degrees 51 minutes 09 seconds East 327.39 feet to the point of tangency, thence North 0 degrees 13 minutes 36 seconds East 296.79 feet to the Northeast corner of Lot 33 of said "Sup. Wonsey Plat", thence South 89 degrees 57 minutes 00 seconds East 85.00 feet along the Southerly line of Chartier St. (66 feet wide) to the point of beginning.

Known for Tax Purposes Only as: That part of the abandoned Port Huron and Detroit Railroad right-of-way and including spur to the West lying South of Chartier Avenue and North of Alger Street, Section 12, Town 3 North, Range 16 East

Marysville

Main Store, Lumber Shed, Storage Shed, & Lumber Yard – Parcel 74-02-531-0000-001

Land in the County of St. Clair, State of Michigan, City of Kimball, is described as follows:

Part of the Southeast $\frac{1}{4}$ of Section 36, Town 6 North, Range 16 East, Kimball Township, St. Clair County, Michigan and Part of Lots 1 through 3, Kimball Gratiot Gardens Subdivision, according to the plat thereof as recorded in Liber 53 of Plats, page 32, St. Clair County Records, described as: Commencing at the East $\frac{1}{4}$ corner of Section 36; thence South 00 degrees 00 minutes 00 seconds West 549.55 feet along the east line of said Section 36; thence North 90 degrees 00 minutes 0 seconds West 50.00 feet to a point on the West right of way line of Range Road (variable width) for the place of beginning of this description; thence South 00 degrees 00 minutes 00 seconds West 388.68 feet along said West right of way line; thence North 89 degrees 51 minutes 10 seconds West 171.50 feet; thence South 61 degrees 13 minutes 40 seconds West 103.00 feet; thence North 27 degrees 51 minutes 20 seconds West 150.00 feet to the Northerly line of said Lot 3; thence North 62 degrees 19 minutes 32 seconds East 47.28 feet along said Northerly Line; thence North 00 degrees 00 minutes 00 seconds East 283.24 feet; thence South 90 degrees 00 minutes 00 seconds East 290.00 feet to the place of beginning (151 Range Road).