

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flex Trim Holding Co.		11/14/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carter Millwork, Inc.		
<b>Street Address:</b>	4264 Old Lindwood Rd		
<b>City:</b>	Lindwood		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27299		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78550982	XTRULINEAR LENGTHS	
<b>Serial Number:</b>	78518803	ZZZZ FLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(619)696-7124		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	619-696-6700		
<b>Email:</b>	ipdocket@gordonrees.com		
<b>Correspondent Name:</b>	Susan B. Meyer		
<b>Address Line 1:</b>	101 W. Broadway, Suite 1600		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>ATTORNEY DOCKET NUMBER:</b>	FLXT		
<b>NAME OF SUBMITTER:</b>	Susan B. Meyer		
<b>Signature:</b>	/Susan B. Meyer/		

CH \$65.00 78550982

Date:

03/30/2012

**Total Attachments: 28**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated this the 4<sup>th</sup> day of November, 2008 ("Effective Date"), is entered into by and among FLEX TRIM HOLDING CO., a Delaware corporation (herein the "Seller"), HB&G BUILDING PRODUCTS, INC., a Delaware corporation (herein the "Shareholder"), and CARTER MILLWORK, INC., a North Carolina corporation (herein the "Buyer").

### W I T N E S S E T H:

WHEREAS, Seller is engaged in the business of manufacturing and selling flexible molding products (the "Business");

WHEREAS, Shareholder owns 100% of the issued and outstanding shares of Seller, and in order to induce Buyer to enter into this Agreement, Shareholder has agreed to become a party hereto; and

WHEREAS, Seller wishes to sell and transfer substantially all of the assets of the Business (the "Assets") to Buyer, and Buyer wishes to purchase such Assets from Seller, pursuant to and in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained and intending to be legally bound, Buyer, Shareholder and Seller hereby agree as follows:

1. Purchase of Seller's Assets. Subject to the terms and conditions set forth in this Agreement, Seller hereby sells, transfers and conveys to Buyer, and Buyer hereby purchases and acquires from Seller, the following Assets of the Seller used in and directly related to the flexible molding Business heretofore carried on by Seller (it being understood that the Assets acquired hereunder shall not include the tangible and/or intangible assets of Seller related to Seller's business activities not including the manufacture and/or sale of flexible molding products):

(a) Equipment. All properties, equipment, tools, spare parts, custom software applications and machinery (collectively, the "Equipment"), a detailed schedule of which is attached as Schedule 1(a), together with any manufacturer's warranties associated therewith to the extent transferable;

(b) Intangibles. All of the goodwill, records, trade secrets, proprietary data, know-how, technologies, copyrights, patents, franchises and all other intangible rights of Seller associated with the Business; and the right and power to assert, defend and recover title to all of the foregoing in the same manner and to the same extent as Seller could if this transaction had not occurred.

(c) Inventory. All of the Zzzz FLEX raw materials, work in process, finished goods and supplies of Seller used in connection with the conduct of the Business, on hand at Closing (the "Inventory").

(d) Customer Lists. All customer lists and all customer related information of Seller used in the Business, specifically including each customer's name, address, telephone number and contact information (collectively, the "Customer List"), a detailed schedule of which is attached as Schedule 1(d).

(e) Trade Name. The trade name "Flex Trim" and all goodwill associated therewith, and all trademark, trade name, or service mark registrations thereof (the "Trade Name").

2. Accounts Payable; Liabilities. Buyer is not assuming, and will not be liable for or pay, and Seller shall remain solely responsible for and shall pay or discharge, in a timely manner, and shall indemnify and hold Buyer harmless from and against any and all claims for any payables, liabilities or other obligations of Seller for the Business, attributable or related to periods prior to Closing, including but not limited to, customer and vendor rebates, any liabilities to any governmental authority for taxes, interest or penalties of any kind or to any suppliers for inventory or equipment purchased by Seller for the Business.

3. Employment of Business Employees. It is understood that Buyer is not planning on employing any of the employees employed by Seller in the operation of the Business. The Seller shall be solely responsible for all pension and/or profit sharing payments, if any, severance, accrued vacation, sick pay, bonuses, or any other similar payments of its employees incurred prior to Closing. Buyer does not assume and shall have no obligation, liability, or cost with respect to any claims of the Seller's employees that in any way arise out of, or occur by reason of, the sale of Assets pursuant to this Agreement or by reason of their employment or the termination of their employment with the Seller

4. Purchase Price. The purchase price for the Assets (the "Purchase Price") shall be the sum of (a) ~~XXXXXXXXXX~~ and 00/100 Dollars (~~XXXXXXXXXX~~), plus (b) the amount of Seller's actual cost for all Zzzz FLEX raw materials included in Inventory at Closing (the sum of (a) and (b) being the "Cash Payment"); plus (c) Buyer shall pay to Seller, for a period of two (2) years following the Closing ("Payment Period"), five percent (5%) of the Net Sales Revenue (as herein defined) from those customers of the Business that are identified on Schedule 4 attached hereto ("Deferred Payment"). For purposes of this Section 4, the term "Net Sales Revenue" shall mean, with respect to any customer, Buyer's gross sales revenue, determined in accordance with Generally Accepted Accounting Principles, consistently applied with the methodology used by Seller ("GAAP"), attributable to such customers during the Payment Period, net of returns, allowances, discounts and charge back payments. The Purchase Price shall be payable as follows:

(a) To GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services, Inc.) (the "Bank"), such amount, if any, as shall be necessary in accordance with written instructions from the Bank to permit the Bank to release the security interest it has in the Assets evidenced by UCC Financing Statement #73215554, or any other security interest the Bank may have in the Assets;

(b) The remainder of the Cash Payment, shall be payable to Seller in cash at Closing;  
and

(c) The Deferred Payment shall be payable to Seller by Buyer, on or before fifteen (15) days after the end of each month for which Deferred Payment is due. During the Payment

Period, Seller may, at its sole cost and expense, engage an independent, certified public accounting firm to conduct audits (not more than once per calendar quarter) of the Buyer's accounting records relating to the Deferred Payments. In addition to any other remedies Buyer may have hereunder or otherwise, Buyer shall be entitled to set off any obligations finally determined to be owed by Seller pursuant to Section 15 of this Agreement against any Deferred Payment.

5. Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets as set forth on Schedule 5 attached hereto.

6. Proration of Taxes. Personal ad valorem property taxes shall be apportioned at Closing, with Seller being responsible for such taxes through the day prior to the date of Closing and Buyer being responsible for such taxes from the date of Closing and thereafter based on current tax bills if available; and if not available, based on the most recent tax bills available with appropriate subsequent adjustment when bills for the current year are received.

7. Sales Proceeds. The proceeds from any goods shipped by the Business prior to Closing for which invoices have been sent, and all accounts receivable ("AR") related thereto, shall be deemed the property of Seller. The proceeds and AR associated from the operation of the Business on or after the date of Closing shall be deemed the property of Buyer. Seller shall furnish Buyer report(s) showing all goods shipped by the Business and the outstanding AR through the date of Closing.

8. Post-Closing Receipts.

(a) From and after the Closing, Seller shall hold in trust for, and promptly remit to Buyer, any amounts collected or received by Seller that relate to the operation of the Business by Buyer following the Closing.

(b) From and after the Closing, Buyer shall hold in trust for, and promptly remit to Seller, any amounts collected or received by Buyer that relate to the operation of the Business by Seller prior to the Closing.

9. Closing. Except as may otherwise be agreed to by the parties, the closing of this transaction (the "Closing") shall occur on November 14, 2008.

10. Delivery of Documents. At Closing, Seller shall deliver to Buyer such bills of sale, endorsements, consents, assignments and other instruments of transfer as may be reasonably requested by Buyer in order to vest in Buyer good title to the Assets, free and clear of any and all liens, claims or encumbrances of any type or nature. Seller shall specifically deliver to Buyer a Bill of Sale and Assignment in the form attached as Exhibit A.

11. Delivery of Assets. At Closing, Seller shall deliver to Buyer possession of all of the Assets, the delivery of which shall be made at Seller's principal place of business or at such other location or locations as the parties may agree upon.

12. Transition Services. For the first two (2) weeks following Closing, and without any additional compensation, Seller and Shareholder hereby agree to provide reasonable transition services and information as requested by Buyer to assist in the introduction of Buyer to

certain customers and/or vendors of Seller and the transition to Buyer of all material customer accounts of the Business.

13. Buyer's Representations and Warranties. Buyer represents and warrants to Seller and Shareholder, which representations and warranties shall be true and accurate in all respects as of the date hereof and as of Closing, as follows:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina, with full corporate power and authority to conduct its business as now conducted. Buyer has the power to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby by Buyer have been duly authorized by all requisite corporate action on the part of Buyer.

(b) No broker or other representative has acted on behalf of Buyer in connection with the transactions contemplated hereby in such manner as to give rise to any valid claim by any person against Buyer or Seller for a finder's fee, brokerage commission or similar payment.

14. Seller's and Shareholder's Representations and Warranties. Except as set forth on a disclosure schedule delivered by Seller to Buyer, Seller and Shareholder hereby jointly and severally represent and warrant to Buyer, which representations and warranties shall be true and accurate in all material respects as of the date hereof, and as of Closing, as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to enter into this Agreement, perform its obligations hereunder and consummate the transactions contemplated hereby. All necessary and appropriate action has been taken by Seller with respect to the execution and delivery of this Agreement and the other documents and agreements referred to herein or related hereto to be executed by Seller, and this Agreement and the other documents and agreements referred to herein or related hereto to be executed by Seller constitute valid and binding obligations of Seller enforceable in accordance with their respective terms.

(b) There are no unpaid taxes, assessments (special, general or otherwise) or charges of any nature affecting the Assets, except for 2008 ad valorem taxes to be prorated as of the Closing.

(c) Except as set forth on Schedule 14(c) attached hereto, there are no customers or vendors to whom, or from whom, rebates may become due, that are attributable or related to periods prior to Closing.

(d) The making and performance of this Agreement by Seller and Shareholder do not, and will not, infringe upon or violate the terms, conditions or provisions of any agreement to which Seller or Shareholder is a party or by which Seller or Shareholder is bound.

(e) No authorizations, approvals or consents of, or filings with, any governmental agency or regulatory authority or any person are required, and no federal, state or local permits, licenses and similar authorizations are necessary, in order to properly effect this transaction or to sell or assign the Asset to Buyer.

(f) Seller has good and marketable title to all of the Assets to be sold and conveyed by it to Buyer, and upon the sale and conveyance thereof to Buyer, Buyer shall acquire good and marketable title to the Assets free and clear of any and all claims, liens or interests of any third parties whatsoever, except such liens that Buyer has specifically agreed to assume or take subject to herein.

(g) There are no pending or threatened actions, suits or proceedings against Seller or Shareholder involving the Assets or the operations of the Business nor is there any basis for any such action or proceeding. There is no outstanding order, judgment or decree of any court having jurisdiction in any way prohibiting the closing of this transaction, the operation of the Business or affecting Seller in any way.

(h) There exists no condition, restriction or reservation affecting the title to or utility of the Assets which would prevent Buyer from utilizing the Assets, or any part thereof, to the same full extent that Seller might continue to do so if this transaction did not occur.

(i) There are no claims existing or threatened under or pursuant to any warranty, whether expressed or implied, on products or services sold prior to the date of this Agreement by Seller. Except for Seller's standard customer warranty, a copy of which has been provided to Buyer prior to Closing, Seller or Shareholder has not given or made any express warranties in the operation of the Business.

(j) To Seller's knowledge, the Trade Name does not, as of the date hereof, or as of Closing, infringe, violate or misappropriate any copyright, trademark, trade name, or other property right of any third party.

(k) Neither Seller nor Shareholder, or either of them, has any liabilities or obligations with respect to the Business, either direct or indirect, matured or unmatured, or absolute, contingent or otherwise, except liabilities arising in the ordinary course of business under any agreement, commitment or plan.

(l) No representation or warranty by Seller or Shareholder in this Agreement or any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with this transaction, contains or will contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading.

(m) All of the Assets are being sold "AS IS, WHERE IS," and Seller and Shareholder expressly disclaim all warranties relating to the condition of the Assets other than as expressly set forth herein.

15. Indemnity. Seller and Shareholder agree to jointly and severally indemnify and hold Buyer, and its successors and assigns, and its respective officers, directors, employees, shareholders, agents and affiliates, harmless from and against any and all losses, costs, expenses, damages or liabilities (including, without limitation, court costs and attorneys' fees) incurred or suffered by Buyer arising out of, resulting from or attributable to (i) any breach of any agreement or covenant or any representation or warranty by Seller contained in or given pursuant to this Agreement, regardless of the nature or the manner in which any such claims or liabilities arise; (ii) any and all liabilities and obligations of Seller of any nature whatsoever, including but not limited to the failure of Seller to conform or comply with any applicable bulk sales law or any similar law or regulation designed to protect the creditors of Seller in connection with the sale of the

Assets; and (iii) any matter that relates to Seller or the Business to the extent arising out of any action or inaction prior to the Closing of Seller or any employee, agent or representative of Seller; provided that no indemnification shall be available hereunder unless Buyer provides Seller and Shareholder with written notice of the details of a claim on or before December 31, 2009. The foregoing indemnification provisions in this Section 15 shall be Buyer's sole and exclusive remedy for all claims for breach of any representation, warranty, covenant or agreement contained in this Agreement, other than claims for fraud or a suit for specific performance.

16. Additional Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is further subject to the satisfaction of the following conditions:

(a) Seller and Shareholder shall have performed in all material respects all of Seller's obligations under this Agreement required to be performed by Seller and Shareholder at or prior to the Closing.

(b) The representations and warranties of Seller contained in this Agreement and in any certificate or other writing delivered by Seller and Shareholder pursuant to this Agreement shall be true on and as of the Closing, as if made on and as of the Closing, with only such exceptions as would not in the aggregate reasonably be expected to have a material adverse effect on the business, assets, condition (financial or otherwise) or results of operations of the Business.

(c) Seller shall have delivered a certificate from an officer of Seller and Shareholder certifying as to the matters described in (a) and (b) above,

17. Further Assurances. On or after the Closing, Seller and Buyer shall prepare, execute and deliver, at the other party's direction and at the appropriate party's expense, such further instruments of transfer or assumption, and shall take such further action in order to evidence in Buyer title to the Assets.

18. Access to Records. After the Closing, each party shall, for a period of three (3) years, retain, preserve and make available to the other party during normal business hours for any proper purpose any of the books and other papers and records of the Business held by such party pursuant to the terms of this Agreement and shall permit the other party to make copies and extracts therefrom.

19. Noncompetition; Nonsolicitation.

(a) Seller and the Shareholder agree that the Purchase Price was fixed on the basis that the transfer of the Assets to Buyer would provide Buyer with the full benefit and goodwill of the Business as it existed on the date of Closing. Seller and Shareholder acknowledge that it is proper for Buyer to have assurance that the value of the Assets will not be diminished by acts of Seller or Shareholder after the Closing. Accordingly, Seller and Shareholder each covenants and agrees that, during the time period commencing on the date of Closing and ending on the date occurring five (5) years thereafter (herein the "Restricted Period"), they will not anywhere within the Restricted Territory (as herein defined) (i) directly or indirectly engage, either as a shareholder, partner, director, officer, employee, agent, consultant, independent contractor,



representative, or in any other manner, in any flexible molding business competitive with the Business, or with any element or component thereof (herein a "Competitive Business"), or (ii) directly or indirectly lend or provide consulting services, funds or financial resources to, or act as guarantor for, any person that is engaged in a Competitive Business. The foregoing provisions shall not apply to investments in shares of stock of a corporation traded on a national securities exchange or on the national over-the-counter market which constitutes less than two percent (2%) of the outstanding shares of the stock of such corporation. "Restricted Territory" means (i) North America; (ii) United States of America; (iii) or any of the territories where the Seller engaged in the Business during the twelve months prior to Closing.

(b) Seller and Shareholder, each hereby further covenants and agrees that during the Restricted Period, Seller and Shareholder shall not, directly or indirectly, on behalf of itself or on behalf of any other person, firm, partnership, corporation, association, or other entity, do any of the following:

(i) call upon any now existing customers of the Business for the purpose of soliciting or providing any flexible molding product or service similar to that currently provided by Seller; or

(ii) call upon any individual or entity that Seller knows is then being solicited by Buyer as a prospective flexible molding customer of Buyer for the purpose of soliciting or providing any flexible molding product or service similar to that currently provided by Seller.

(c) If any provisions of this Agreement, and specifically the provisions of this Section 19, are deemed invalid by a court of competent jurisdiction, the covenants contained herein shall be applicable and enforceable for such lesser period of time, within such more limited geographical area and for such lesser activity as such court may then or thereafter determine to be reasonable and proper under the circumstances.

20. Confidentiality; Nondisparagement. Before and after the Closing, Seller and Shareholder shall, and shall cause their respective representatives and affiliates to, hold in strict confidence and not use or disclose to any other party without the prior written consent of Buyer, all confidential information of Seller relating to the Assets and the Business, or the transactions contemplated hereby; provided, however, that such information may be used or disclosed (i) when required by law or legal process, (ii) if it is publicly available other than as a result of a breach of this Agreement, (iii) Seller or any of its affiliates may disclose the transactions contemplated by this Agreement to any of their current or prospective partners, investors or lenders, or (iv) if it is otherwise expressly provided for herein. Seller and Shareholder further agree not to make any disparaging remarks about Buyer to any customer of the Business following Closing.

21. Survival of Representations and Warranties. All covenants and agreements contained in this Agreement shall survive the Closing and shall expire on December 31, 2009, except as otherwise specifically provided therein.

22. Expenses. Buyer and Seller shall pay their own expenses incurred in connection with this Agreement. Seller shall pay all federal, state and local sales, documentary and other transfer taxes, if any, due as a result of the consummation of this transaction.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**BUYER:**

CARTER MILLWORK, INC.

By: Gregory J. Carter  
Name: Gregory J. Carter  
Title: President

**SELLER:**

FLEX TRIM HOLDING CO.

By: Joshua M. Wilson  
Joshua M. Wilson, Vice President

**SHAREHOLDER:**

HB&G BUILDING PRODUCTS, INC.

By: Joshua M. Wilson  
Joshua M. Wilson, Vice President

**Schedule 1(a)**

**Equipment**

**Flex Trim Holdings  
Asset Listing**


<u>Category</u>	<u>QTY</u>	<u>Machinery</u>
Machinery	42	Pour Tables
	95	Mold Carts
	2	Conveyors (oven included)
	2	Cantilever Racking
	12	Steel Racking (stand)
	5	Dispensing Machines (5) (GS MFG)
	1	Silicone Mixer Milwaukee 450 RPM Ser.- 7919498450972
	1	Agitator Myers 007.5-180
	1	Box Strap Machine Samuel P625
	1	Scale Ohaus CD11
Molds	~14,500	Silicone Molds
IT – Computer	1	SBT Database Server
		Various Computers, Scanners, and Printers

**Schedule 1(d)**

**Customer Lists**

Schedule 5

Allocation of Purchase Price

Equipment and Other Tangible Assets	
Noncompetition Agreement	-0-
Customer List	-0-

(\* ) 100% of the initial Purchase Price (excluding amount paid for Zzzz FLEX raw materials included in Inventory at Closing) as well as all Deferred Payments will be allocated to manufacturing equipment and tangible assets.

**FlexTrim List of Active Accounts as of October 15, 2008**

<u>Customer #</u>	<u>Customer Name</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Region</u>
84LU00	84 Lumber Company	Eighty Four	PA	15330-2813	SE
AARO00	Aaron Carlson Corp.	Minneapolis	MN	55413	MW
AIMW00	AIM Window & Door Company, Inc.	Columbus	OH	43213	MW
ALEX00	Alexandria Moulding, Inc	Moxee	WA	98936	W
ALEX02	Alexandria Moulding (II)	La Porte	IN	46352	MW
ALEX03	Alexander Lumber Company	Cortland	IL	60112	MW
ALLI00	Allied Building Stores, Inc.	Monroe	LA	71203	SE
ALPI01	Alpine Wood Products	Springdale	AR	72765	SE
ALTA00	ALTA WINDOWS MFG. INC.	EDMONTON,AB		TGB2J7	CANADA
AMER01	American Building Supply- SAC	Sacramento	CA	95829-3030	W
ANDE00	Anderson International Trading	Anaheim	CA	92807-1736	W
ARCH09	Architectural Surfaces Inc	Honolulu	HI	96817	W
ARKA00	Arkansas Wholesale, Inc (RIDOUT)	Searcy	AR	72143	SE
AVAL01	Avalon Wood Flooring	Santa Ana	CA	92705	W
BAIR00	Baird Brothers Sawmill	Canfield	OH	44406	MW
BBWO00	B&B Wood Products	Bedford Heights	OH	44146	MW
BEIS00	Beisser Lumber Company	Grimes	IA	50111	MW
BENC02	Benchmark Stairs & Trim	Pleasanton	CA	94566	W
BERO00	Beronio Lumber Company	San Francisco	CA	94124-1095	W
BETH01	Bethel Mills	Bethel Park	NT	05032	NE
BLAC00	Black Lumber Company	Bloomington	IN	47402	MW
BLUE00	Bluelinx Corporate	Ft. Worth	TX	76106	W
BLUE01	Bluelinx Lawrenceville	Atlanta	Ga	30339	SE
BLWH00	B&L Wholesale Supply	Rochester	NY	14605	NE
BMA00	BMA-BUTLER	GREENVILLE	SC	29602	SE
BOOK01	BOOKER & COMPANY / JELD-WEN	Tampa	FL	33610	SE
BROA00	BroadLeaf Logistics	Brampton	OT	L6S6E1	Canada
BROA01	Broad Building Supply	Columbia	MO	65201	MW
BROC00	Brock's Plywood Sales, Inc.	Rochester	NH	03867	NE
BROD00	Reeb Millwork Corp. (Brodeur)	Lincoln	RI	02865-0196	NE
BROO00	Brookside Lumber & Supply	Bethel Park	PA	15102	NE
BRUN00	Brunsel Brothers Limited	Madison	WI	53711	MW
BUIL03	Builders Moulding Supply	El Cajon	CA	92020	W
BUIL05	Builders Millwork Supply	Anchorage	AK	99507	SE
BUIL12	BUILDING & INDUSTRIAL WHOLESAL	PARKERSBURG	WV	26103	NE
BUIL14	Builder's Edge, Inc.	Downers Grove	IL	60515	MW
BUIL15	Builder's Supply of New Orleans	Ruston	LA	71273-0741	SE
BURC01	Burchwood, Inc.	Mooreville	MS	38857	SE
BURM00	Burmeister Woodwork Company	Hales Corners	WI	53130	MW
BUTL00	Butler County Lumber Company	Hamilton	OH	45012-0090	MW
CANC00	Can-Cell Industries Inc.	Edmonton,	AB	T5L 3B2	Canada
CARP02	CARPET ONE (TUCSON)	TUCSON	AZ	85705	W
CART02	Carter Lumber	Kent	OH	44240	MW
CASA00	Inland Valley Stairs	Upland	OH	91786	W
CASS01	CASSADY PIERCE CO.	Pittsburgh	PA	15233	NE
CENT02	Central Woodwork/Memphis	Collierville	TN	38017	SE
CENT03	Central Woodwork/Nashville	Nashville	TN	37211	SE
CHIC02	Chicago Flooring Source, Inc.	Arlington Hts.	IL	60004	MW
COAS00	Coastal Door & Window, Inc.	Mobile	AL	36619	SE
COFF00	Coffman Stairs	Marion	VA	24354	NE
COLL00	Colaborative Design	Waukesha	WI	53186	MW
COMF00	Comfort Window & Door Co.	Syracuse	NY	13209	NE
COMM01	Commons Lumber Co.	Richmond	IN	47375-0096	MW
COMM02	COMMCO	Kansas City	MO	64120	MW
COMP06	Compleat Stair Co. Inc.	Kennesaw	GA	30144	SE
CONE00	Conejo Hardwoods	Westlake Village	CA	91362	W
CONS02	Consolidated Lumber Co.	Clifton	NJ	07014	NE
CRAF00	Craftsmen United, Inc.	Milwaukee	WI	53202	MW
CREA02	Creative Mouldings	Mansfield	TX	76063	W
CREA05	Creative Millwork LLC	ST CHARLES	IL	60174	MW
CREA07	Creative Door & Windows	Lake Charles	LA	70601	SE
CUIL00	Culinary Spaces, Ltd.	Libertyville	IL	60048	MW

(continued)

**FlexTrim List of Active Accounts as of October 15, 2008**

<b>Customer #</b>	<b>Customer Name</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Region</b>
CURT00	Curtis Lumber Co.	Burnaby	BC	V5B 4H8	Canada
CUST03	Custom Millwork, Inc	North St. Paul	MN	55109	MW
DALE00	D'Alessandro Stair	Cranberry Township	PA	16066	MW
DARP00	Darpet	Arlington Hts	IL	60005	MW
DELM00	Reeb Millwork Corporation	Barclay	MD	21607-0128	NE
DIAM00	Diamond Hardwoods & Arch. Products	Fresno	CA	93721	W
DILL00	Dillard Supply Company, Inc	Mantachie	MS	38855	SE
DOIT00	DO IT BEST CORP/VEHDOR #3378	Fort Wayne	IN	46801-0868	MW
DOOR12	Door 2 Door LLC	Bellechaffe	LA	70037	SE
DYKE04	Dyke Industries, Inc. (TNT)	Memphis	TN	18489	SE
ELEV00	Elevation Stair Company	West Palm Beach	FL	33407	SE
ELIT00	Elite Windows & Doors	Edmonton, Alberta		T6B 2J6	Canada
ENKE00	Enkeball Designs	Carson	CA	90746	W
EXCL00	Exclusive Windows, Inc.	Willowbrook	IL	60527	MW
EXPR00	Express Home Services	Pheonix	AR	85009	W
FELD00	Feldman Wood Products	Garden City	NY	11040	NE
FEWH00	F. E. Wheaton Company, Inc	Yorkville	IL	60560	MW
FIRC00	Fir Crest Pre-Fit Door Company	Tacoma	WA	98409	W
FLEX01	Flex and Architectural Professionals	Mt. Pleasant	IL	60056	MW
FRON02	Frontier Lumber Co., Inc	Buffalo	NY	14207	NE
FURN00	THE FURNITURE GUILD	CANTON	GA	30114	SE
GALL00	Galleher Hardwoods	Santa Fe Springs	CA	90670	W
GATE00	Gates Lumber Company	Memphis	TH	38174-1496	SE
GBK100	G. B. K., Inc.	Scarborough	ME	04070-0631	NE
GENE00	General Builders Supply Co., Inc.	Oklahoma City	OK	73127-6390	SE
GODY00	Godward Glass Studio II Inc.	Indianapolis	IN	46236	MW
GOLD02	Golden State Flooring	Livermore	CA	94550	W
GRAN03	Grandview Window & Door	Bartlett	TN	38133	SE
GREAO2	Great Homes Gallery	Tupelo	MS	38803-2185	SE
GRIF00	Griff Building Supplies Ltd.	New Westminster B		V3M 5B1	Canada
GUIM00	Guimier- France	Paris			France
GULF00	Gulf Coast Woodworks	Lafayette	LA	70506	SE
HALL01	Halls Window Center	Sacramento	CA	95827	W
HARA00	Hara's Vinyl Windows	Salem	OR	97303	W
HARD09	Hardwood Lumber Company	Burton	OH	44021	MW
HARM00	Harman Flooring Co.	Rochester	NY	14605-2395	NE
HASS00	Hass Wholesale Millwork	South Bend	IN	46624-1403	MW
HEND00	Hendricks Building Supply	Troy	AL	36081	SE
HERI01	Heritage Home Center	Columbia	MO	65202	MW
HERI02	Heritage Moulding, Inc.	Naperville	IL	60564	MW
HILL01	Hillside Lumber Inc.	Hillside	IL	60162	MW
HMCD00	HMC Distributors, Inc.	Libertyville	IL	60048	MW
HOLZ00	Holzcraft Industries	Barrington	IL	60010	MW
HOME03	Home Lumber and Supply	Littleton	CO	80125	W
HOME06	Home Depot	Atlanta	Ga	30348	USA
HORI04	Horizon	Raleigh	NC	27620	SE
HPST00	H.P. Starr Lumber Co.	Valencia	PA	16059	NE
HUTT04	Huttig Pheonix	Chesterfield	MO	63006	W
HUTT21	Huttig Davenport	Chesterfield	MO	63006	SE
HUTT22	Huttig Ft. Myers	Chesterfield	MO	63006	SE
HUTT23	Huttig Cape Girardeau	Chesterfield	MO	63006	MW
HUTT29	Huttig Jackson, TN	Chesterfield	MO	63006	SE
HUTT35	Huttig Columbus	Chesterfield	MO	63006	MW
HUTT39	Huttig Hooksett	Chesterfield	MO	63006	NE
HUTT40	Huttig Jackson, MS	Chesterfield	MO	63006	SE
HUTT42	Huttig Newington	Chesterfield	MO	63006	NE
HUTT43	Huttig Greenville	Chesterfield	MO	63006	SE
HUTT44	Huttig Saco	Chesterfield	MO	63006	NE
HUTT54	Huttig Auburn	Chesterfield	MO	63006	W
INNO02	Innovative Home Products	Pacific	MO	63069	MW
ISEC00	ISEC Southwest Region	Englewood	CO	80155	W
ITRI00	Itrim	Internet- Direct Sale			

(continued)



**FlexTrim List of Active Accounts as of October 15, 2008**

<b>Customer #</b>	<b>Customer Name</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Region</b>
JEFF00	Jefferson Door Company	Harvey	LA	70059	SE
JEH00	J.E. Higgins Lumber Company-all locations	Livermore	CA	94550	W
JEH07	J.E. Higgins Sacramento	Livermore	CA	94550	W
JEH09	J.E. Higgins Monterey	Livermore	CA	94550	W
JIM00	Jim Mackie Distribution Co	Romulus	MI	48174	MW
JOHN05	Johnson Brothers Distribution	Idaho Falls	ID	83403-1836	W
JORD01	Jeld-Wen Millwork Distribution	Sioux Falls	SD	57104-5564	MW
JPM00	J P Millwork, Inc.	Wetumpka	AL	36092	SE
JSFM00	J.S.F. Millwork Sales	Doylestown	PA	18901	NE
KAMC00	Kamco Supply Corp. of New England	Wallingford	CT	06492	NE
KCSC00	K C S CUSTOM MOULDINGS	Lancaster	CA	93534-5917	W
KEYM00	Key Millwork and Supply	Monroe	Ga	71207	SE
KILU00	Kentucky Indiana Lumber	Louisville	KY	40208	SE
KIRS00	Kirsch Builders Supply, Inc.	Frankfort	IL	60423	MW
KMWH00	K & M Wholesale Distribution, Inc.	Tacoma	WA	98421	W
KOET00	Koetter Woodworking, Inc.	Borden	IN	47106	MW
LANE00	Lane-Stanton-Vance Lumber Co	City of Industry	CA	91715	W
LEEL00	Lee Lumber & Building Material	Chicago	IL	60618-0432	MW
LOWE00	Lowe's Company Vendor # 57893	North Wilksboro	NC	28656-0001	SE
LUMB03	Lumber Products (Kent)	Tualatin	OR	97062	W
LUMB08	Lumber Yard Supply	Great Falls	MT	59403	W
LUMB10	Lumbermens Merch. Corp (LMC)	Wayne	PA	19087-8790	NE
LUMB11	Lumbermens Building Center	Bend	OR	97701	W
LUMB14	Lumbermen's Building Center - Fife	Tacoma	WA	98424	W
LYMA01	Lyman Lamb Lumber Co.	Little Rock	AR	72204	SE
MCCO00	McCoy Group	Portland	OR	97293-5069	W
MCIN00	McIntyre Millwork & Hardwod	Ellisville	MO	63021	MW
MCKE00	McKenna Door and Millwork	McKenna	WA	98558-0689	W
MEMP00	Memphis Sash and Door	Memphis	TN	38118	SE
MENS00	MENSCH MILL & LUMBER CORP.	FLUSHING	NY	11354	NE
MENS01	Mensch Millwork	College Point	NY	11356	SE
MIDA00	Mid-America Hardwoods	Sarcoxie	MO	64862	MW
MIDC00	Mid-City Lumber Co., LTD.	Columbia	MO	65202	MW
MIDC01	Mid City Lumber (Sedalia)	Sedalia, MO	MO	65301	MW
MIDV00	Mid-Valley Glass Company	Eugene	OR	97402	W
MIDW00	Midwest Jobbers	St. Charles	IL	60174-5496	MW
MILL05	Millwork Supply Company	Seattle	WA	98134	W
MILL06	Millard Lumber Inc.	Omaha	NE	68145-0445	W
MILL09	Millwork Sales, Inc. (Orlando)	Orlando	FL	32808	SE
MILL11	Millwork Sales	Pompano Beach	FL	33064	SE
MILL13	Millwork Products .Com	Lincoln	CA	95648	W
MILL24	Milliken Millwork, INC.	Cincinnati	OH	45246	MW
MILL29	Milliken Millwork, INC.	Sterling Heights	MI	48311	MW
MILW02	Milwaukee Millwork	Milwaukee	WI	53214	MW
MISS00	Mission Moulding & Wood Specialties	San Diego	CA	92123	W
MODE03	Modern Bldrs Supply - Indianapolis	Youngstown	OH	44512	MW
MODE08	Modern Builders Supply - Akron	Youngstown	OH	44512	MW
MODE11	Modern Builders Supply - Lima	Youngstown	OH	44512	MW
MODE12	Modern Builders Supply - Dayton	Youngstown	OH	44512	MW
MODE15	Modern Builders Supply - Toledo	Youngstown	OH	44512	MW
MODE16	Modern Builders- Mansfield	Youngstown	OH	44512	MW
MODE17	Modern Builders Supply-Defiance	Youngstown	OH	44512	MW
MODE18	Modern Builders Supply - Cleveland	Youngstown	OH	44512	MW
MODE19	Modern Builders Supply- Chillicothe	Youngstown	OH	44512	MW
MODE22	Modern Builders Supply- Erie PA	Youngstown	OH	44512	MW
MODE23	Modern Builders Supply- Cambridge	Youngstown	OH	44512	NE
MODE24	Modern Builders Supply (WV)	Youngstown	OH	44512	MW
MORG02	Morgan Wightman Supply Company	Chesterfield	MO	63005	MW
MOUL04	Moulding & Millwork (PA)	Columbia	MD	21046	NE
MOUL05	Moulding & Millwork (MD)	Columbia	MD	21046	NE
MOUL07	Moulding & Millwork Elk Grove, IL	New Lenox	IL	60451	MW
MOUL11	Moulding & Millwork - AZ	TOLLESON	AZ	85353	W

(continued)

**FlexTrim List of Active Accounts as of October 15, 2008**

<u>Customer #</u>	<u>Customer Name</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Region</u>
MOUL12	Moulding & Millwork New Jersey	Randolph	NJ	07869	NE
MOUL14	Moulding & Millwork New York	Farmington	NY	14425	NE
MOUL18	Moulding & Millwork (CO)	Aurora	CO	80011	W
MOUL19	The Moulding Company	Concord	CA	94520	W
MOUH00	Mount Storm Forest Products	Windsor	CA	95492	W
NATI00	National Home Ctrs (Springdale)	Springdale	AR	72765	SE
NATI02	National Hardwood Floor & Mldg	Van Nuys	CA	91411	W
NORM00	Norman Door & Plywood	Norman	OK	73070-0022	SE
NORT01	Northwest Door and Supply	Tualatin	OR	97062	W
NORT08	Northwest Millwork Company	Des Plaines	IL	60018	MW
NVRB01	NVR, INC. (PGH)	EJON VALLEY	PA	16120	NE
NVRB03	NVR, INC (578)	FARMINGTON	NY	14425	NE
NX2000	NX20, Inc.	Dandridge	TN	37725	SE
OLDD00	Old Dominion Moulding& Millwork,Inc	Columbia	MD	21046	NE
OREP06	OrePac (Boise)	Boise	ID	83716-9617	W
OREP08	Orepac Building Products(CO)	Denver	CO	80239	W
OZAR00	Ozark Sash & Door, Inc.	Springdale	AR	72764	SE
PACI00	Pacific Door & Millwork	Lake Oswego	OR	97035	W
PACI02	Pacific American Lumber, Inc	Honolulu	HI	96819	W
PACI06	Pacific Millwork Inc.	Marysville	CA	95901	W
PACI08	Pacific Mutual	Albuquerque	NM	87113	W
PENI00	Peninsula Door & Millwork	Bremerton	WA	98310	W
PENN00	Peninsular Lumber	Tampa	FL	33684	SE
PETE02	Peterman Lumber, Inc.	Fontana	CA	92337	W
PHOE00	Phoenix Millwork Distributors, Inc.	Huntsville	AL	35824	SE
PHOE03	PHOENIX LUMBER	BLACKFOOT	ID	83221	W
PLAT00	Plateau Wood Works	Bend	OR	97708-6058	W
PREC02	Precision Door & Hardware, Inc (OR)	Medford	OR	97501	W
PREC05	Precision Moldings, Inc.	Orrville	OH	44667	MW
PREF00	Preferred Builder Services	Cumming	GA	30028	SE
PREM00	Premier Builders Supply	Fenton	MO	63026	MW
PRES00	Prestige Millwork, Inc.	Nixa	MO	65714-9777	MW
PRIM00	Prime Moulding & Millwork	Ligonier	PA	15658	NE
PROB00	ProBuild Albuquerque	Albuquerque	NM	87121	W
QUAL03	Quality Millwork, Inc.	Springdale	AR	72764	SE
QUIN00	Quinn Door Company	Hersher	IL	60941	MW
RAND00	Randall Brothers, Inc.	Atlanta	GA	30371-2401	SE
RAND02	Randolph Bundy	Norfolk	VA	23501	NE
REDF00	Redford House, LLC	Carson	CA	90746-1315	W
REEB00	Reeb Millwork (PA)	Bethlehem	PA	18015	NE
REEB01	Reeb Millwork (NY)	Syracuse	NY	13220	NE
RIEM00	Riemeir Lumber	Cincinnati	OH	45229-1010	MW
RIVE00	Riverside Window & Door	Kalispell	MT	59901	W
RKMI00	R. K. MILES, INC.	MANCHESTER CT	VT	05255	NE
ROCK00	Rock Hill Woodworking, Inc.	Rock Hill	MO	63119	MW
ROGE00	Rogers Sash & Door Co	Newington	CT	06131	NE
ROOF00	Roof Truss Supply, Inc.	Woodinville	WA	98072	W
RPLU00	R.P. LUMBER CO., INC.-EDWARDSVILLE	EDWARDSVILLE	IL	62025	MW
RPLU10	R. P Lumber El Paso	EDWARDSVILLE	IL	62025	W
RUGG00	Rugg Building Solutions	Greenville	MA	01301	NE
RWSP00	R. W. Specialists	Henderson	CO	60640	W
SANF00	Sanford & Hawley, Inc.	Unionville	CT	06085	NE
SAWI00	Sawitz Studios	Carlstadt	NJ	07072	NE
SCHA00	Schaefer Sash & Door Co.	Cordova	TN	38088-0310	SE
SCHA01	Schaff Window	Tinley Park	IL	60477	MW
SCHE00	Scherer Brothers Lumber Co.	Minneapolis	MIN	55413	MW
SCHM00	Schmidt Builders Supply, Inc.	Topeka	KS	66608	MW
SCRU00	Scruggs Lumber Co.	Jefferson City	MO	65110	MW
SEIG00	Seigle's	Elgin	IL	60123	MW
SELE00	Select Millwork Inc.	SAVAGE	MIN	55378	MW
SIER00	Sierra Stair Company	Loomis	CA	95650	W
SILV02	Silverline Windows	North Brunswick	NJ	08902	NE

(continued)

**FlexTrim List of Active Accounts as of October 15, 2008**

<b>Customer #</b>	<b>Customer Name</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Region</b>
SOUT09	Southern Supply Co.	Springfield	MO	65801	MW
SPEN02	Spenard Bldr's Supply, Inc.-01	Anchorage	AK	99501	SE
SPEN03	Spenard Bldr's Supply, Inc.-02	Anchorage	AK	99517	SE
SPEN04	Spenard's Bld's Suppy, Inc -03	Fairbanks	AK	99701	SE
SPEN09	Spenard Builders Supply	Palmer	AK	99645	SE
STAI00	Staircase, Inc.	Williamsville	NY	14221	NE
STAI04	Stair Parts Etc.	Buffalo	NY	14221	NE
STAR00	Star Lumber & Supply Co., Inc.	Wichita	KS	67277-7712	MW
STOC00	Stock Building Supply	RALEIGH	NC	27658	SE
STOC01	Stock Bldg Sply-TX	Austin	TX	78744	SE
SUPE03	Superior Trim & Door	Apopka	FL	32703	SE
TEXA00	Texas Plywood	Grand Prairie	TX	75050	SE
TEXW00	Tex-Wood Hardwood Floors	Houston	TX	77092	SE
THEN00	T H Enterprises	Oak Island	NC	28465	SE
TOMO00	Tom Osborne Company	Taylor	MI	48180	MW
TREE00	Tree Court Builders Supply	St. Louis	MO	63122	MW
TRIM01	Trimco Moulding (Salt Lake)	Salt Lake City	UT	84115	W
TRIM03	Trimco (Boise)	Boise	ID	83715	W
TRIM09	Trimster	Rancho Cucamong	CA	91737	W
TRIN00	Trinity Stairs, Inc.	Frisco	TX	75034	SE
TULL00	Tull Brothers of TN, Inc.	JACKSON	TN	38301	SE
TUPE00	Tupelo Lumber Company	Tupelo	MS	38801	SE
UBCT00	United Building Centers	Winona	MIN	55987	MW
VALL02	Valley Stair & Rail	Mertztown	PA	19539	NE
VIKI01	Viking Door Company	San Jose	CA	95112-3926	W
WALK01	Walker Brothers Millworks, Inc.	Winter Garden	FL	34787	SE
WARR03	Warren Lumber - Washington	Washington	NJ	07882	NE
WARR05	Warren Brothers -Nashville	Nashville	TN	37210	SE
WEST02	Western Pacific Building Mtls.	Portland	OR	97210	W
WEST05	West Coast Moulding & Millwork	Surrey	BC	V4N 3R1	Canada
WHIT00	White Brothers Hardwoods	Oakland	CA	94601	W
WHIT02	White River Hardwoods	Fayetteville	AR	72701	SE
WHIT03	White Bluff Building Supply, Inc.	White Bluff	TN	37187	SE
WHOL02	WHOLESALE MILLWORK, INC.	SEAFORD	DE	19973	NE
WHOL03	Wholesale Supply Company	Springfield	MO	65682	MW
WICK01	Wickes Lumber/Bradco Supply Corp	VERNON HILLS	IL	60061	MW
WIND07	Windy Hill Hardwoods	MINERAL CITY	OH	44656	MW
WINN00	Winnepesaukee Land & Lumber	Wolfeboro Falls	NH	03896	NE
WOOD01	Wood Specialties, Inc.	Menomonee Falls	WI	53051	MW
WOOD03	Woodcrafters Lumber Sales, Inc	Portland	OR	97232	W
WOOD07	Wood Moulding Specialties	Albuquerque	NM	87199	W
WOOD11	Woodhaven Lumber & Millwork	Lakewood	NJ	08701	NE
WOOD19	The Wood Source	Manotick	Ontario	K4M1A6	Canada

**Schedule 4**  
**Flex Trim Customers to be included in calculating the Deferred Payment**

Qust Number	Customer Name	2008
HOMED6	Home Depot Special Order	\$ 58,135.51
MOUL05	Moulding & Millwork (MD)	\$ 37,969.41
ITR00	ITrim	\$ 37,812.83
RAND00	Randall Brothers, Inc.	\$ 31,302.11
TRIM09	Trimster	\$ 27,086.01
JMM00	Jm Mackie Distribution, Co.	\$ 26,504.86
MOUL12	Moulding & Millwork New Jersey	\$ 24,715.79
MILL09	Millwork Sales, Inc. (Orlando)	\$ 19,494.53
ALEX00	Alexandria Moulding, Inc.	\$ 19,202.80
WARF05	Warren Brothers -Nashville	\$ 15,749.65
BROD00	Reeb Millwork Corp. (Brodeur)	\$ 15,583.57
KMWH00	K & M Wholesale Distribution, Inc.	\$ 15,105.33
BLUE01	Bluelinx Corp - Lawrenceville	\$ 14,733.88
GENE00	General Builders Supply Co., Inc.	\$ 14,162.34
GUIM00	Guimier	\$ 13,703.89
EXCL00	Exclusive MILLWORK CO.	\$ 13,245.19
AMER01	American Building Supply- SAC	\$ 13,137.26
ENKE00	Enkeboll Designs	\$ 12,067.07
MCCO00	McCoy Group	\$ 11,348.54
PHOE00	Phoenix Millwork Distributors, Inc.	\$ 10,804.60
LUMB10	Lumbermens Merch. Corp (LMC)	\$ 10,070.44
MILL11	Millwork Sales	\$ 10,059.14
FEWH00	F.E. Wheaton Company, Inc.	\$ 8,946.95
CBNT02	Central Woodwork/Memphis	\$ 8,592.87
KILU00	K-I LUMBER & BUILDING MATERIALS	\$ 8,167.87
TEXW00	Tex-Wood Hardwood Floors	\$ 8,133.38
GALL00	Galleher Hardwoods	\$ 7,861.23
NATI00	National Home Ctrs (Sprngdale)	\$ 7,251.75
MCKE00	McKenna Door and Millwork	\$ 6,911.89
AARO00	Aaron Carlson Corp.	\$ 6,635.19
COAS00	Coastal Door & Window, Inc.	\$ 6,423.88
TREE00	Tree Court Builders Supply	\$ 6,419.51
TOMO00	Tom Osborne Co.	\$ 6,300.79
BBWO00	B&B Wood Products	\$ 6,296.97
BMA00	BMA-BUTLER	\$ 6,280.53
WOOD07	Wood Moulding Specialities	\$ 6,275.54
NORT08	Northwest Millwork Company	\$ 6,263.48
LEEL00	Lee Lumber & Building Material	\$ 6,218.85
CONS02	Consolidated Lumber Co.	\$ 6,059.24
TRIM03	Trimco (Boise)	\$ 5,804.82
ALPI01	Alpine Wood Products	\$ 5,770.78
SILV02	Silverline Windows	\$ 5,595.88
RVSP00	R.W. Specialities, Inc.	\$ 5,270.00
WOOD11	Woodhaven Lumber & Millwork	\$ 4,503.70
DARF00	Darpet Inc	\$ 4,441.90
BROA00	Broadleaf Logistics Co	\$ 3,981.85
DOIT00	DO IT BEST CORP/VENDOR#1360	\$ 3,950.07
COLL00	Collaborative Design	\$ 3,919.27
CREA05	Creative Millwork LLC	\$ 3,445.48

(Continued)

**Flex Trim Customers to be included in calculating the Deferred Payment**

<b>Cust Number</b>	<b>Customer Name</b>	<b>2008</b>
ALLI00	Allied Building Stores, Inc.	\$ 3,295.29
WALK01	Walker Brothers Millworks, Inc.	\$ 3,151.21
MIDC00	Mid-Qty Lumber Co., LTD.	\$ 3,115.78
PRIM00	Prime Moulding & Millwork	\$ 3,098.88
GREAO2	Great Homes Gallery	\$ 3,068.88
MOUL11	Moulding & Millwork - AZ	\$ 2,916.37
MILW02	Milwaukee Millwork	\$ 2,881.17
MIDW00	Midwest Jobbers	\$ 2,844.17
LOWE00	Lowe's Company Vendor # 57893	\$ 2,577.22
CURT00	Curtis Lumber Co.	\$ 2,530.34
CANCO0	Can-Cell Industries Inc.	\$ 2,518.78
ROCK00	Rock Hill Woodworking, Inc.	\$ 2,459.02
MENSO1	Mensch Millwork	\$ 2,412.16
CUST03	Custom Millwork, Inc.	\$ 2,289.72
TOME00	Tom Eubanks Lumber Co.	\$ 2,246.81
WHOL02	WHOLESALE MILLWORK, INC.	\$ 2,231.40
PACI06	Pacific Millwork Inc.	\$ 2,150.50
WOOD01	Wood Specialties, Inc.	\$ 2,071.31
GATE00	Gates Lumber Company	\$ 1,967.27
HUTT21	Huttig (Davenport)	\$ 1,933.46
GRAN03	Grandview Window & Door	\$ 1,911.14
LUMB08	Lumber Yard Supply	\$ 1,896.30
PREC02	Precision Door & Hardware, Inc (OR)	\$ 1,885.75
QUAL03	Quality Millwork, Inc.	\$ 1,852.40
HUTT44	Huttig Bldg Prod - Saco	\$ 1,851.16
ART	ARTCO	\$ 1,829.52
WOOD03	Woodcrafters Lumber Sales, Inc	\$ 1,818.15
PLAT00	Plateau Wood Works	\$ 1,759.02
WEST05	West Coast Moulding & Millwork	\$ 1,693.19
HMCD00	HMC Distributors, Inc.	\$ 1,660.47
HUTT42	Huttig Bldg Prod - Newington	\$ 1,640.14
INNO02	Innovative Home Products	\$ 1,628.95
ALEX02	Alexandria Moulding (IN)	\$ 1,584.02
DILL00	Dillard Supply Company, Inc.	\$ 1,489.22
MILL05	Millwork Supply Company	\$ 1,478.64
MOUN01	Mountain Moulding LTD	\$ 1,464.38
WHIT00	White Brothers Hardwoods	\$ 1,461.45
SCH00	Scherer Brothers Lumber Co.	\$ 1,405.96
BROO00	Brookside Lumber & Supply	\$ 1,394.31
JOHN05	Johnson Brothers Distribution	\$ 1,356.86
PACI00	Pacific Door & Millwork	\$ 1,346.59
WICK01	Wickes Lumber/ Bradco Supply Corp	\$ 1,313.00
SEIG00	Seigle's	\$ 1,177.06
HPST00	H.P. Starr Lumber Co.	\$ 1,154.64
ROGE00	Rogers Sash & Door Co.	\$ 1,152.95
WAHL00	Wahle's Woodworks	\$ 1,152.07
FELD00	Feldman Wood Products	\$ 1,107.09
PROB00	Pro-Build - Albuquerque	\$ 1,104.00
BAIR00	Baird Brothers Sawmill	\$ 1,084.31

(Continued)

**Flex Trim Customers to be included in calculating the Deferred Payment**

<b>Cust Number</b>	<b>Customer Name</b>	<b>2008</b>
PREM00	Premier Builders Supply	\$ 1,084.19
GULF00	Gulf Coast Woodworks, LLC	\$ 1,015.81
TULL00	Tull Brothers of TN, Inc.	\$ 1,000.93
TRIM01	Trimco Moulding (Salt Lake)	\$ 995.81
MORG02	Morgan Wightman Supply Company	\$ 986.37
DYKE04	Dyke Industries, Inc. (TN)	\$ 960.38
LYMA01	Lyman Lamb Lumber Co.	\$ 953.85
MILL13	Millwork Products .Com	\$ 920.99
COMM02	COMMCO	\$ 892.77
HUTT04	Huttig - Phoenix AZ	\$ 887.06
DELM00	Reeb Millwork Corporation	\$ 879.36
STAI04	StairParts & Etc	\$ 873.13
RIEM00	Remeir Lumber	\$ 871.12
SPEN03	Spenard Bldr's Supply, Inc.-02	\$ 863.11
SCRU00	Scruggs Lumber Co	\$ 809.82
NVRB01	NVR, INC (PGH)	\$ 791.59
WOOD19	The Wood Source	\$ 786.00
SANF00	Sanford & Hawley, Inc.	\$ 780.47
GOLD02	Golden State Flooring	\$ 761.56
GRIF00	Griff Building Supplies Ltd.	\$ 756.00
SCHAF01	SCHAAF WINDOW CO INC	\$ 750.13
REDF00	Redford House, LLC	\$ 740.20
AVAL01	Avalon Wood Flooring	\$ 714.00
JEH107	J.E. Higgins-Sacramento	\$ 709.38
BOOK01	JELD-WEN BOOKER & COMPANY	\$ 704.90
MOUL18	Moulding & Millwork (CO)	\$ 701.56
MOUL14	Moulding & Millwork New York	\$ 693.14
DIAM00	Diamond Hardwoods & Arch. Products	\$ 673.21
OREP06	OrePac (Boise)	\$ 667.81
STAI00	Staircase, Inc.	\$ 665.58
HUTT23	Huttig Bldg Prod- Cape Girardeau	\$ 659.84
COMP00	Comfort Window & Door Co.	\$ 638.00
WHIT03	White Bluff Building Supply, Inc.	\$ 636.55
TRIN00	Trinity Stairs, Inc.	\$ 632.50
HASS00	Hass Wholesale Millwork	\$ 597.90
COMP06	Compleat Stair Co. Inc.	\$ 590.63
PENN00	Peninsular Lumber	\$ 578.34
SPEN04	Spenard's Bld's Suppy, Inc.-03	\$ 572.78
ROOF00	Roof Truss Supply, Inc.	\$ 570.36
HUTT40	Huttig Bldg Prod - Jackson, MS	\$ 535.21
JORD01	Jeld-Wen Millwork Distribution	\$ 530.82
BURC01	Burchwood, Inc.	\$ 511.57
MODE24	Modern Builders Supply (WV)	\$ 508.23
ARCH09	Architedural Surfaces Inc	\$ 505.84
MODE11	Modern Builders Supply - Lima	\$ 489.24
HUTT54	Huttig Bldg Prod - Auburn	\$ 479.20
MIDA00	MID-AMERICA HARDWOODS, INC.	\$ 470.45
SPEN02	Spenard Bldr's Supply, Inc.-01	\$ 470.15

(Continued)

**Flex Trim Customers to be included in calculating the Deferred Payment**

<b>Cust Number</b>	<b>Customer Name</b>	<b>2008</b>
BLWH00	B & L Wholesale Supply, Inc.RC	\$ 460.35
BUIL14	Builder's Edge, Inc.	\$ 432.40
BURC00	Burchette & Burchette	\$ 431.62
LUMB03	Lumber Products (Kent)	\$ 426.84
VIK01	Viking Door Company	\$ 425.26
HUTT38	Huttig Bldg Prod - Hooksett	\$ 420.86
BLAC00	Black Lumber Company	\$ 409.27
PREC05	Precision Moldings, Inc.	\$ 401.30
SELE00	Select Millwork Inc.	\$ 393.92
HBOC00	HB&G INC.	\$ 360.02
WHOL03	Wholesale Supply Company	\$ 355.79
NX2000	NX20, Inc.	\$ 331.22
BRUN00	Brunsel Brothers Limited	\$ 316.53
OZAR00	Ozark Sash & Door, Inc.	\$ 313.81
HUTT35	Huttig Bldg Prod - Columbus	\$ 307.24
MODE08	Modern Builders Supply - Akron	\$ 297.59
DALE00	D'Alessandro Stair	\$ 292.80
HARD09	The Hardwood Lumber Company	\$ 273.93
JEH09	JE Higgins-Monterey	\$ 269.26
BUIL15	Builder's Supply of New Orleans	\$ 261.69
DOOR12	Door 2 Door LLC	\$ 254.53
MIDV00	Mid-Valley Glass Company	\$ 248.70
MODE22	Modern Builders Supply- Erie PA	\$ 244.53
HARA00	Hara's Vinyl Windows	\$ 241.66
ALEX03	Alexander Lumber Co	\$ 238.26
PREF00	Preferred Builder Services	\$ 238.03
HERI01	Heritage Home Center	\$ 234.48
JPM100	JPMillwork, Inc.	\$ 233.62
CONED0	Conejo Hardwoods	\$ 233.15
ISEC00	ISEC Southwest Region	\$ 231.00
TRIM05	Trimco Millwork- Denver	\$ 228.69
FIRC00	Fir Crest Pre-Fit Door Company	\$ 228.43
BENC02	Benchmark Stairs & Trim	\$ 220.56
COMM01	Commons Lumber Co.	\$ 218.01
HOLZ00	Holzcraft Industries	\$ 213.82
OREP08	Orepac Building Products(CO)	\$ 210.72
TUPED0	Tupelo Lumber Company	\$ 200.83
PENI00	Peninsula Door & Millwork	\$ 195.22
MODE03	Modern Bldrs Supply - Indianapolis	\$ 191.67
NORT00	North Coast Quality Trim, Inc.	\$ 190.55
LUMB21	Lumber Products (Spokane)	\$ 183.67
MIDC01	Mid City Lumber (Sedalia)	\$ 181.36
WEST02	Western Pacific Building Mtls.	\$ 180.47
NORT01	Northwest Door and Supply	\$ 180.38
CRAF00	Craftsmen United, Inc.	\$ 174.25
CULI00	Culinary Spaces, Ltd.	\$ 171.60
HUTT36	Huttig Bldg Prod - Lancaster	\$ 169.04
ANDED0	Anderson International Trading	\$ 166.42
NATI02	National Hardwood Floor & Midg	\$ 165.88
HORI04	HORIZON FOR PROD-GREENSBORO/OOLFAX	\$ 161.53

(Continued)

**Flex Trim Customers to be included in calculating the Deferred Payment**

Qust Number	Customer Name	2008
BUTL00	Butler County Lumber Company	\$ 158.56
CASA00	Inland Valley Stairs	\$ 158.40
COFF00	Coffman Stairs, LLC	\$ 157.38
SCHM00	Schmidt Builders Supply, Inc.	\$ 155.42
RIVE00	Riverside Window & Door	\$ 153.37
PACI02	Pacific American Lumber, Inc.	\$ 151.49
MEMP00	Memphis Sash & Door	\$ 131.70
BEIS00	Beisser Lumber Company	\$ 131.21
BUIL05	Builders Millwork Supply	\$ 130.24
CARP02	CARPET ONE (TUCSON)	\$ 129.58
HARM00	Harman Flooring Co	\$ 125.24
MILL24	Milliken Millwork Cincinnati	\$ 121.24
MOUN00	Mount Storm Forest Products	\$ 120.12
UBCT00	United Building Centers	\$ 114.35
LUMB09	Lumberyard Supply Co.	\$ 113.63
SIER00	Serra Stair Company	\$ 111.65
RUGG00	Rugg Building Solutions	\$ 110.69
BUIL12	BUILDING & INDUSTRIAL WHOLESALE	\$ 110.22
LYNN00	LYNN LUMBER CO. INC	\$ 110.00
WHIT02	White River Hardwoods	\$ 108.96
MISS00	Mission Moulding & Wood Specialties	\$ 108.28
PACI08	Pacific Mutual Door	\$ 106.30
JHI01	J.E. Higgins-Hawaii	\$ 104.89
PHOE03	PHOENIX LUMBER	\$ 98.11
NVRB03	NVR, INC. (578)	\$ 97.98
MENS00	MENSCH MILL & LUMBER CORP.	\$ 97.77
HILL01	Hillside Lumber Inc.	\$ 94.69
KCSC00	KC SCUSTOM MOULDINGS	\$ 93.44
MODE18	Modern Builders Supply - Cleveland	\$ 92.58
BUIL03	Builders Moulding Supply	\$ 91.36
MILL29	MILLIKEN MILLWORK - STERLING HEIGHT	\$ 90.26
REEB01	Reeb Millwork (NY)	\$ 89.65
CREA07	Creative Door & Windows	\$ 88.90
SPEN09	Spenard Builders Supply	\$ 87.22
REEB00	Reeb Millwork (PA)	\$ 86.96
FURN00	THE FURNITURE GUILD	\$ 81.82
ELIT00	Elite Windows & Doors	\$ 80.80
REDR00	Red River Door and Millwork	\$ 79.68
MODE15	Modern Builders Supply - Toledo	\$ 79.00
KEYM00	Key Millwork & Supply Co, Inc.	\$ 78.90
KIRS00	Kirsch Builders Supply, Inc.	\$ 76.12
FRON02	Frontier Lumber Co., Inc.	\$ 75.21
HUTT29	Huttig Bldg Prod - Jackson, TN	\$ 73.91
STAR00	Star Lumber & Supply Co., Inc.	\$ 71.14
LUMB14	Lumbermen's Building Center - Fife	\$ 68.13
CASS01	CASSADY PIERCE CO.	\$ 65.54
HUTT22	Huttig (R Myers)	\$ 61.03
WINN00	Winnepesaukee Land & Lumber	\$ 58.30
HERI02	Heritage Moulding, Inc.	\$ 55.36

(Continued)



**Flex Trim Customers to be included in calculating the Deferred Payment**

Qust Number	Customer Name	2008
THEN00	TH Enterprises, Inc	\$ 54.07
BRO000	Brock's Plywood Sales, Inc.	\$ 53.83
ELEV00	Elevation Stair Company	\$ 52.89
WIND07	Windy Hill Hardwoods	\$ 52.32
SOUT09	Southern Supply Company, Inc.	\$ 49.40
BURM00	Burmeister Woodwork Company	\$ 47.26
RPLU10	RP LUMBER - EL PASO	\$ 46.45
HALL01	Halls Window Center	\$ 45.70
KAMC00	Kamco Supply Corp. of New England	\$ 45.25
MOUL19	The Moulding Co.	\$ 44.97
MODE17	Modern Builders Supply-Defiance	\$ 44.15
MODE19	Modern Builders Supply- Chillioothe	\$ 42.76
RKM100	R K MILES, INC.	\$ 37.03
BROA01	Broad Building Supply	\$ 36.13
RPLU00	R.P. LUMBER CO., INC-EDWARDSVILLE	\$ 33.81
HUTT39	Huttig Bldg Prod - Springfield	\$ 33.09
SAMP01	Sample Account	\$ 32.80
AIMW00	AIM Window & Door Company, Inc.	\$ 31.94
EXPR00	EXPRESSHOME SERVICES LLC	\$ 31.22
GODW00	Godward Glass Studio II Inc.	\$ 29.01
MODE23	Modern Builders Supply-Cambridge	\$ 25.62
HEND00	Hendricks Building Supply- Troy	\$ 24.80
MODE12	Modern Builders Supply - Dayton	\$ 23.23
BERO00	Beronio Lumber Company	\$ 20.42
QUIN00	Quinn Door Company	\$ 18.93
MILL06	Millard Lumber Inc.	\$ 18.16
PRES00	Prestige Millwork, Inc.	\$ 17.71

Schedule 14(c)

Customers and Vendors to Whom, or From Whom, Rebates May Become Due.



2008 Flex Trim Partnership Agreement  
For  
LMC

Date: January 1, 2008

Period: January 1<sup>st</sup>, 2008 – December 31<sup>st</sup>, 2008

Terms: 1% - 10 days, net 30

Pricing: The pricing discount off of the Flex Trim list price catalog is 52.5% ( or a .475 multiplier).

Freight: Freight will be pre-paid on all orders over \$500 net. Orders under \$500 net will be charged a 10% freight charge or a minimum of \$10. Orders may be consolidated to take advantage of the freight minimums.

Shipping: We will ship all *stock items* within 48 hours from receipt of a complete order or the dealer will receive a 10% discount on that order. Shipping times for special order items are now 3 to 5 days, including custom patterns.

Tooling: Flex Trim will provide each LMC dealer 5 custom molds per year at no charge.

Annual Volume Incentives: As an incentive to grow and increase your Flex Trim sales and market share, Flex Trim will provide LMC with the following volume incentives for 2007 to be paid annually on incremental net purchases (after credits, returns & allowances):

<u>2008 Net Purchases<sup>1</sup></u>	<u>Volume Incentive %<sup>2</sup></u>
2008 Net Purchases	2.0%

<sup>1</sup> Incremental Net Purchases from Flex Trim = Gross Purchases - Credits & Allowances. Flex Trim will obtain sales reports in January 2008 for 2007 Sales Totals. If new LMC members join who are already stocking Flex Trim, their 2007 Flex Trim purchases will be included in the 2007 totals for incremental growth.

<sup>2</sup> Incentive Allowances are retroactive to dollar one.

1015 Brundidge Blvd.  
P.O. Box 589 • Troy, Alabama 36081  
(334) 566-5000 • Fax (334) 566-4629  
(800) 264-4186  
www.hbgcolumns.com



**2008 HB&G Partnership Agreement**  
For  
**Allied Building Stores, Inc.**

**Date:** June 11, 2008  
**Period:** Annually (Calendar Year)  
**Payment Terms (HB&G):** 1% - 1<sup>st</sup> prox; 10<sup>th</sup> cut off

**Pricing Program:** ABS will have a multiplier of .525 off of the HB&G List Price Guide for all HB&G branded products

**Drop Ship Order Minimums:**  
Zone #1 - \$2,000 Net  
Zone #2 - \$5,000 Net  
Zone #3 - \$10,000 Net  
\$100 Drop Charge

**Pricing Guarantee:** 30 Days from Future Announced Price Increase Date.

**Sales & Product Training:** HB&G has sales representatives, nationwide, to cover all ABS locations for sales training and support. We offer a minimum of 6 plant tour and pk sessions in Troy annually.

**Flex Trim Advantage:** As an incentive to grow your flexible moulding business, purchases of \$50,000 or more of HB&G's Flex Trim products will increase your annual incentive payout levels by  $\frac{1}{2}$  of 1%.

> \$50K = .5%

**Pricing:** The pricing discount off of the Flex Trim list price catalog is 47.5% (or a .525 multiplier).

**Terms:** 2% - 10 days, net 30; Any account unpaid after 30 days will accrue interest at 1.75% monthly or 21% per annum. Any account over 60 days will be placed on credit hold and is subject to immediate collection. All shipments will be FOB Troy, AL. All returned product must be authorized in writing by Flex Trim prior to return. There will be a 25% restocking fee on all RMA's, and must be received in resalable condition. There is a limit of 120 days on return of any stock material, special orders are not returnable.

**Freight:** Freight will be pre-paid on all orders over \$500 net. Orders under \$500 net will be charged a 10% freight charge or a minimum of \$10. Orders may be consolidated to take advantage of the freight minimums.

**Shipping:** We will ship all stock items within 72 hours from receipt of a complete order. Shipping times for special order items are now 5 to 7 days, including custom patterns.

1015 Brundidge Blvd.  
P.O. Box 589 • Troy, Alabama 36081  
(334) 566-5000 • Fax (334) 566-4629  
(800) 264-4HBG  
[www.hbg.com](http://www.hbg.com)



## 2008 Partnership Agreement

For

### Reeb Millwork

**Date:** December 30<sup>th</sup>, 2007

**Period:** January 1<sup>st</sup>, 2008 – December 31st, 2008

**Payment Terms:** 1.0% - Payable as Follows:

- Invoice Date: 1<sup>st</sup> – 15<sup>th</sup> – Pay by 25<sup>th</sup>
- Invoice Date: 16<sup>th</sup> – 31<sup>st</sup> – Pay by 10<sup>th</sup>

**Co-Op Advertising Allowance<sup>1</sup>:** 1.0% of Prior Year Purchases to be used for:

- HB&G Samples, Displays & Literature
- HB&G Advertising
- Shows, Open Houses
- Dealer/Contractor Dinners/Meetings/TK's

**Truckload Discount:** 2.0% of Invoice Total

- \$40,000 Minimum
- Shipping Zones 1 & 2 Only
- One Shipping Destination
- Special Orders & Stock Products
- See Production Lead Time Summary for Current Stock Products

**River Head Incentive:** 2.0% off Invoice for All Direct Shipments

**Flex Trim Advantage:** As an incentive to grow your flexible moulding business, purchases of \$150,000 or more of HB&G's Flex Trim products will increase your annual incentive payout levels by 1%.

> \$150K = 1%

**Pricing:** The pricing discount off of the Flex Trim list price catalog is 2.5% (or a 475 multiplier).

**Freight:** Freight will be pre-paid on all orders over \$500 net. Orders under \$500 net will be charged a 10% freight charge or a minimum of \$10. Orders may be consolidated to take advantage of the freight minimums.

**Shipping:** We will ship all *stock items* within 48 hours from receipt of a complete order or the dealer will receive a 10% discount on that order. Shipping times for special order items are now 3 to 5 days, including custom patterns.

<sup>1</sup> Co-op Advertising Requests Must Be Placed by November 14th, 2008 for 2007 Co-op Funds. (If needed, HB&G will issue credit for all approved promotions for Q4:08 or Q1:09 by November 1<sup>st</sup> for any unused co-op funds remaining in 2008).

1015 Brundidge Blvd.  
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[www.hbgcolumns.com](http://www.hbgcolumns.com)

**Exhibit A**

**BILL OF SALE**

THIS BILL OF SALE, dated on this the 14<sup>th</sup> day of November, 2008 (herein the "Bill of Sale"), is executed and delivered by FLEX TRIM HOLDING CO., a Delaware corporation (herein the "Seller") and CARTER MILLWORK, INC., a North Carolina corporation (herein the "Buyer"). All capitalized terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of November 4, 2008 (the "Asset Purchase Agreement"), by and among Seller, Shareholder and Buyer.

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer the Assets and Buyer has agreed to purchase such Assets.

NOW, THEREFORE, for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Seller hereby grants, sells, transfers, conveys, assigns, delivers and sets over to Buyer, and its successors and assigns, to have and to hold forever, all of Seller's rights, title and interest in and to all of the Assets. Seller hereby represents and warrants that as of the Closing the Assets are free and clear of all liens and encumbrances of any kind whatsoever.

2. Seller hereby covenants and agrees that it will execute and deliver such further instruments of transfer; will take such actions as the Buyer reasonably may request in order to transfer the Assets transferred, assigned, and conveyed hereunder; and will assist in the collection and reduction to possession of such Assets.

3. In consideration of the grant, sale, transfer, conveyance, assignment, delivery and setting over to Buyer of all of Seller's right, title and interest in and to the Assets, the Buyer has made such payments, representations, warranties and covenants as are described in the Asset Purchase Agreement. Nothing herein shall require Buyer to perform, pay or discharge any liability, obligation or commitment of the Seller, or modify, amend, or enlarge any of the representations and/or warranties of either party in the Asset Purchase Agreement.

4. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each such counterpart may be executed by facsimile, with such facsimile signature to have the same force and effect as its original.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed in their names by their duly authorized officers as of this the 14<sup>th</sup> day of November, 2008.

**BUYER:**

CARTER MILLWORK, INC.

By: Gregory J. Carter  
Name: Gregory J. Carter  
Title: President

**SELLER:**

FLEX TRIM HOLDING CO.

By: Josh M. Wilson  
Name: Joshua M. Wilson  
Title: Vice President

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