

SCHEDULE A  
to UCC-1 Financing Statement

Debtor: Payless Cashways, Inc.

Secured Party: Canadian Imperial Bank of Commerce, New York Agency, as Collateral Agent ("CIBC" or the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement hereinafter referred to)

The Collateral covered by this Financing Statement is all of Debtor's right, title and interest in and to the following assets now owned or at any time hereafter acquired (collectively, "Collateral"):

- (i) all Accounts (it being agreed that no Contractor Receivable or Monogram Receivable shall constitute Collateral for purposes of the Security Agreement except to the extent the Borrower purchases such receivables pursuant to the terms of the GE Credit Program Documents and that the Collateral Agent's security interest and lien in and on any Account representing a GECC Receivable shall be subject and subordinate to perfected security interests in or liens on such Account in favor of GECC or Monogram, as well as to any rights of set-off or recoupment of GECC or Monogram in respect of such Account);
- (ii) all Chattel Paper;
- (iii) all Contracts;
- (iv) all Documents;
- (v) all Equipment (including, without limitation, mobile goods);
- (vi) all Fixtures (except to the extent affixed to properties subject to mortgages constituting Permitted Liens) and all trade fixtures;
- (vii) all General Intangibles including, without limitation, all intercompany obligations owing to the Debtor by any of its Subsidiaries (it being agreed that the Collateral Agent's security interest and lien in and on any General Intangible representing a GECC Receivable or other obligation of GECC or Monogram to the Borrower shall be