

described premises, or any estate or easement therein, including any awards for change of grade of streets, all of which awards are hereby assigned to Secured Party, which Secured Party is hereby authorized to collect (unless provided otherwise in that certain Amended and Restated Credit Agreement dated on or about the date hereof by and among Payless Cashways, Inc., the signatory Lenders thereto, Canadian Imperial Bank of Commerce, as Letter of Credit Bank, Canadian Imperial Bank of Commerce, New York Agency, as Administrative Agent and Collateral Agent, and The Bank of Nova Scotia, Nationsbank of Texas, N.A., and Bank of America National Trust and Savings Association as Co-Agents (the "Agreement") and receive the proceeds of such awards and to give proper receipts and acquittances therefor.

C. All of Debtor's right, title and interest in all furniture, furnishings, partitions, screens, awnings, venetian blinds, window shades, draperies, carpeting, pipes, ducts, conduits, dynamos, motors, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, elevators, escalators, vacuum cleaning systems, call systems, switchboards, sprinkler systems, fire prevention and extinguishing apparatus, refrigerating, air conditioning, heating, dishwashing, plumbing, ventilating, gas, steam, electrical and lighting fittings and fixtures, licenses or permits of any kind and all building materials, equipment and goods now or hereafter delivered to the Premises and intended to be installed therein, and all other machinery, fixtures, tools, implements, apparatus, appliances, equipment, goods, facilities and other personal property of similar character in which Debtor now has, or at any time hereafter acquires, an interest and which are now or hereafter affixed or attached to, or used in connection with the enjoyment, occupancy and/or operation of, all or any portion of the Premises, together with all renewals, replacements and substitutions thereof and additions and accessions thereto and the proceeds of all of the foregoing items ("Fixtures") and the products thereof.

D. All present and future leases, subleases and licenses and any guarantees thereof, rents, issues and profits and additional rents now or at any time hereafter covering or affecting all or any portion of the Premises and all proceeds of, and all privileges and appurtenances belonging or in any way appertaining to, the Premises, or any part thereof, and all other property subjected or required to be subjected to the lien and/or security interest of or conveyed, including, without limitation, all of the income, revenues, earnings, rents, maintenance payments, tolls, issues, awards (including, without limitation, condemnation awards and insurance proceeds), products and profits thereof, which income, revenues,