

NEMAHA COUNTY ABSTRACT & TITLE COMPANY

507 MAIN STREET
P.O. BOX 103
SENECA, KANSAS 66538
(785) 336-2137 telephone
(785) 336-2537 fax

nemahatitle@yahoo.com

SETTLEMENT STATEMENT

Sellers: Industrial Millwork Corporation, Inc. (Personal)
IMC Kansas, Inc. (Real)
Buyers: Lag Design Custom Wood Doors, Inc. (Personal)
MR Holdings, LLC (Real)
Closing Date: September 15, 2010
Real Property: All of Industrial Millwork Corp, Inc. SD in
NE/4 32-2-12

Buyer's Statement

Purchase Price \$1,200,000.00

Plus Buyer Costs:

Lenders Title Insurance	\$	145.00
Recording Fees Deed/Mtg	\$	60.00
Mortgage Registration Tax	\$	2,080.00
½ Closing Fee & Doc Prep	\$	200.00

½ Appraisal & Attny Fees POC

Less Prorata Taxes: (7,727.71)

RE RI0209-B(5179.48/3646.92)

PP 3-2066 (5661.28/3986.16)

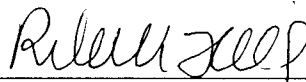
PP 7-2066 (134.40/94.63)

Amount Due \$1,194,757.29

Reviewed and Approved:



By Rilie Tilley, President
Lag Design Custom Wood Doors, Inc.



By Rilie Tilley, Manager
MR Holdings, LLC

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SETTLEMENT STATEMENT

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Buyers: Lag Design Custom Wood Doors, Inc. (Personal)
MR Holdings, LLC (Real)
Closing Date: September 15, 2010
Real Property: All of Industrial Millwork Corp, Inc. SD in
NE/4 32-2-12

Seller's Statement

Sale Price \$1,200,000.00

Less Seller Costs:

Owner's Title Insurance	\$	1,950.00
½ Closing Fee & Doc Prep	\$	200.00
UCC Fixture Filing Term	\$	15.00

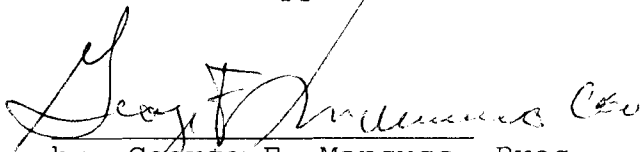
½ Appraisal & Attorney Fees POC

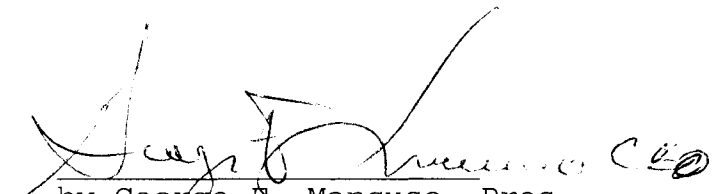
<u>Less Prorata Taxes:</u>	\$	7,727.71
RE RI0209-B(5179.48/3646.92)		
PP 3-2066 (5661.28/3986.16)		
PP 7-2066 (134.40/94.63)		

Lien Pay-off to United Bank & Trust \$1,190,107.29

Net Amount Due Seller \$ 00.00

Reviewed & Approved:


by George F. Mancuso, Pres.
IMC Kansas, Inc.


by George F. Mancuso, Pres.
Industrial Millwork Corp. Inc.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made effective the 15 day of September, 2010, by and between **Industrial Millwork Corporation, Inc.**, a Kansas corporation, and **IMC Kansas, Inc.**, a Kansas corporation (collectively, as “**Seller**”), and **Lag Design Custom Wood Doors, Inc.**, a Kansas corporation, and **MR Holdings, LLC**, a Kansas limited liability company (collectively, as “**Buyer**”).

WHEREAS, Seller owns and operates a wood door manufacturing and sales operation located generally at 880 US Highway 36, Seneca, Kansas 66538, doing business in Kansas and other states under the trade names “Lag Design” and/or “Lag Design Industrial Millwork Corp” (the “**Business**”); and

WHEREAS, Seller and Buyer desire to effect the purchase and sale of certain assets of Seller used in connection with Seller’s Business, in accordance with this Agreement.

NOW THEREFORE, for good and valuable consideration, the value and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Assets. At Closing, Seller agrees to sell, transfer, and assign to Buyer, and Buyer agrees to purchase, accept, and assume from Seller, all of Seller’s right, title, and interest in and to all of Seller’s assets used in the Business, including but not limited to all tangible and intangible property as described on **Exhibit “A”** attached hereto (the “**Operating Assets**”) and the real estate and improvements commonly known as 880 US Highway 36, Seneca, Nemaha County, Kansas, legally described on **Exhibit “B”** attached hereto (the “**Real Estate**”) (collectively, the Operating Assets and the Real Estate are referred to herein as the “**Assets**”). Lag Design Custom Wood Doors, Inc., will constitute Buyer with respect to the Operating Assets, and MR Holdings, LLC, will constitute Buyer with respect to the Real Estate.

2. Purchase Price. Buyer agrees to pay Seller a total purchase price of **One Million Two Hundred Thousand Dollars (\$1,200,000)** (the “**Purchase Price**”) for the Assets, subject to the following adjustments:

(a) Intentionally Deleted.

(b) In the event Seller’s raw materials inventory is more or less than Three Hundred Seventy-Four Thousand Seven Hundred Eighteen Dollars (\$374,718) as of Closing, then the Purchase Price shall be increased or reduced, as the case may be, on a dollar-for-dollar basis to account for any such overage or shortfall; provided, however, no adjustment will be made to the Purchase Price if such overage or shortfall is Twenty Thousand Dollars (\$20,000) or less. Buyer shall prepare a raw materials inventory on or about September 17, 2010, and provide a copy of the same to Seller.

(c) In the event the items designated as “Equipment” on **Exhibit “A”** attached hereto and “Real Estate” described on **Exhibit “B”** attached hereto are collectively valued at less than One Million Two Hundred Thousand Dollars (\$1,200,000) as of

Closing, then the Purchase Price shall be reduced on a dollar-for-dollar basis to account for any such shortfall.

(d) In the event title to the Kentwood rip saw, related tooling, and planer sander (the “**Saw**”), which currently is encumbered by US Bankcorp, cannot be delivered free and clear to Buyer within said ninety (90) days after Closing, then (i.) the Saw shall not be considered part of this Agreement, (ii.) the Purchase Price shall be reduced by Fifty-Five Thousand Dollars (\$55,000), and (iii.) the Purchase Price adjustment baseline set forth in Section 2(c) shall be reduced by Fifty-Five Thousand Dollars (\$55,000). This notwithstanding, Seller and United Bank & Trust shall have a good faith obligation to use its best efforts to deliver title to the Saw as provided herein.

The parties promptly shall have the Equipment and Real Estate valued by a mutually acceptable, third-party appraiser, whose valuation shall be binding for purposes of the adjustments outlined in this Section 2. All fees and costs of such appraisal shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyer.

3. No Assumption of Liabilities. Buyer shall not assume any liabilities or obligations of Seller, whether related to the Business or any of the Assets or not. All Assets are, or shall be at date of Closing, free and clear of all liens, claims, or encumbrances of any kind or character. Seller shall indemnify and hold Buyer harmless from any and all liens, claims, or encumbrances threatened or asserted against Buyer related to the liabilities and obligations of Seller.

4. Contingencies. Buyer’s obligation to purchase any or all of the Assets is expressly contingent upon the following:

(a) Asset Inspection. Buyer’s satisfaction with its inspections and due diligence related to the Assets prior to Closing.

(b) Title Inspection. Buyer’s satisfaction with the condition of title and a standard title insurance policy prior to Closing, insuring Buyer as purchaser against loss or damage resulting from defects in the Seller’s title to the Real Estate. Seller shall furnish proof of title in the form of a commitment by a title insurance company acceptable to Buyer, with a final policy to be delivered at or promptly after Closing. Buyer shall have ten (10) business days after receipt of the title insurance commitment, or any update thereof, to examine the same and return it to Seller with any written objections relative to title and compliance with this Agreement. In the event Buyer fails to make any objections thereto, then Buyer shall be deemed to have waived any such objections as of Closing.

(c) Financing. Buyer securing financing for the transaction pursuant to those certain Loan Commitments #3166760002 and #3166760003 from United Bank & Trust dated September 14, 2010.

5. Closing. Closing with respect to the transfers and transactions contemplated herein (the “**Closing**”) shall be held on or before September 15, 2010, unless extended by mutual

ASSET PURCHASE AGREEMENT
PAGE 3 OF 10

agreement of the parties, at a place and time mutually agreeable to the parties. Closing will be completed through an escrow (the “**Escrow**”) to be opened with Nemaha County Abstract (the “**Escrow Agent**”). Possession of the Assets shall be delivered by Seller to Buyer at Closing in good operating condition, free and clear of all liens, claims, or encumbrances of any kind or character, and subject to Seller’s representations and warranties set forth herein or in any ancillary documents related hereto.

(a) At Closing, Seller, contemporaneously with the performance by Buyer of its obligations to be performed at Closing, shall execute and deliver all assignments, bills of sale, warranty or special warranty deeds, and other appropriate instruments contemplated by this Agreement, all in form and substance reasonably satisfactory to Buyer, sufficient to convey and transfer to Buyer all of Seller’s right, title, and interest in and to the Assets free and clear of all liabilities, liens, claims, restrictions, and encumbrances of whatever nature and to satisfy its obligations hereunder (the “**Seller Closing Documents**”).




(b) At Closing, Buyer, contemporaneously with the performance by Seller of its obligations to be performed at Closing, shall execute and deliver the Purchase Price and other appropriate instruments contemplated by this Agreement, all in form and substance reasonably satisfactory to Seller, sufficient to satisfy its obligations hereunder (the “**Buyer Closing Documents**”).

As used in this Agreement, Closing shall mean delivery of all Seller Closing Documents to Buyer and recording of the deed by the title company, and delivery of all Seller Closing Documents to Buyer and payment to Seller of the Purchase Price, net of adjustments allowed by this Agreement.

6. Purchase Price Allocation. Buyer and Seller mutually agree and acknowledge that no goodwill or going concern value is included in this Agreement, and that for tax purposes Buyer shall have the option to determine an allocation of the Purchase Price. Buyer’s allocation of the Purchase Price among real estate, inventory, and personal property shall be delivered to Seller within a reasonable amount of time after Closing.

7. Non-Compete. Seller acknowledges that this deal is premised and conditioned upon Seller and its owners and officers not competing in any way with Buyer for a period sufficient to protect Buyer’s interest in the Assets. As such, Seller, Kenneth F. Hermes, and Collette C. Hermes agree, effective as of Closing, to not compete with Buyer or otherwise take any action which would frustrate the intended benefit to Buyer hereunder, and further agree that neither they, nor any business, partnership, corporation, or any other business or entity in existence or hereafter established in which they are affiliated in any way (as an owner, officer, manager, employee, consultant, advisor, etc.), will formally or informally, directly or indirectly, compete in the wood product, wood door, and/or door hardware industries against Buyer with respect to any current or former customer, supplier, or distributor, or within a five (5) mile radius of any such customer, supplier, or distributor, by operating, participating in, advising, or in any manner otherwise engaging in or facilitating business activities similar to Seller in the wood

product, wood door, and/or door hardware industries, for a two (2) year period after the date of Closing.

Seller Initials:  Owner Initials:  

8. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the following statements are true and correct as of the date of this Agreement and shall be true and correct as of the date of Closing:

(a) Seller consists of two (2) separate Kansas corporations, each of which is a validly existing and in good standing under the laws of the State of Kansas.

(b) Seller has good and marketable title to the Assets, and will deliver the same at Closing in good working order, free and clear of all liens, claims, or encumbrances of any kind or character, except with respect to the Saw and Saw lien referenced in Section 2 which shall be governed by Section 2.

(c) All corporate actions necessary to approve the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein have been taken by Seller, and this Agreement constitutes a valid and legally binding agreement of Seller enforceable in accordance with its terms.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and Seller's performance and compliance with the terms and provisions hereof do not and will not contravene any private or public agreement, statute, rule, or regulation or any judgment, decree, or order of any court or governmental authority.

(e) Seller has not received, nor does Seller have any reason to believe that it will or could receive, any notice from any federal, state, county, municipal or other governmental body or agency of any pending, outstanding, or threatened charges or violations of any of the requirements of any such governmental bodies or agencies applicable to the Assets, Business, or Seller, or of any threatened or outstanding claims or judgments against the Assets, Business, or Seller which may affect the Assets in any way.

(f) No liens, claims, actions, deficiencies, or demands have been assessed, asserted, or threatened against Seller in connection with any federal, state, or local personal property tax, sales tax, withholding tax, or other tax required to be paid by Seller, nor is there a basis for any such occurrence which would affect the Assets in any way, nor does Seller have any reason to believe that any such occurrence will be assessed, asserted, or threatened.

(g) Seller has not violated any laws, ordinances, or public regulations, the violation of which would have an adverse effect on the Assets. There are no unfulfilled or unperformed obligations under such laws, ordinances, or public regulations, and Seller has not received actual or constructive notice of the same.

(h) Seller is in compliance with all applicable environmental laws, and has not received any written communication from any person or governmental entity that alleges that Seller is not in compliance with applicable environmental laws.

(i) There are no unpaid or partially paid bills which could result in a tax, mechanic's, materialmen's, or other lien against the Assets, and there are currently no such liens outstanding with respect to any of the Assets.

(j) There are no pending, threatened or alleged warranty or products liability claims against Seller or any of Seller's products or designs which could affect the Assets in any way.

(k) Each employee of Seller is employed on an at-will basis and Seller does not have any written or oral agreements with any of its employees which would interfere with Seller's ability to discharge such employees.

9. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the following statements are true and correct as of the date of this Agreement and shall be true and correct as of the date of Closing:

(a) Buyer consists of a Kansas corporation and a Kansas limited liability company, each of which is validly existing and in good standing under the laws of Kansas; and

(b) All corporate actions necessary to approve the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been taken by Buyer, and this Agreement constitutes a valid and binding agreement of Buyer, enforceable in accordance with its terms.

10. Warranty and Hold Harmless.

(a) Seller and United Bank & Trust hereby jointly and severally agree to hold harmless and indemnify Buyer and its successors and assigns, from and against any claim, action, loss, liability, damage, cost or expense, including, without limitation, reasonable attorneys' fees resulting from or arising out of:

(i) Any breach or inaccuracy of any representation or warranty contained in Section 8, nonperformance of any agreement, covenant, promise or obligation on the part of Seller contained in this Agreement or in any Exhibit or in any certificate or other document delivered pursuant hereto, or made in connection with the transactions contemplated hereby, or any claims made against Buyer and/or its successors and assigns, based on events that occurred or circumstances that existed on or before Closing; and

(ii) All actions, judgments, awards, claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incident to any of the foregoing.

**ASSET PURCHASE AGREEMENT
PAGE 7 OF 10**

claim to fee or commission by any brokers or agents, due or alleged to be due by reason of acts of Seller. Seller further represents that it will pay all fees and expenses incurred by Seller's agents and attorneys or on its behalf with respect to this Agreement and covenants to save Buyer harmless from any claim for such fees or expenses.

13. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given and received one (1) day after deposited for overnight delivery by U.S. mail or other reliable overnight courier, provided a receipt requested for any such delivery, addressed to a party at the address set out below, or at such other address as either party shall have designated by written notice to the other:

If to Seller: Industrial Millwork Corporation, Inc.
IMC Kansas, Inc.
Attn: Kenneth Hermesch
1093 120th Road
Seneca, KS 66538

With a copy to:

United Bank & Trust
Attn: Larry Kuckelman
502 Main St.
Seneca, KS 66538

If to Buyer: Lag Design Custom Wood Doors, Inc.
Attn: Rilie Tilley
880 US Highway 36
Seneca, KS 66538

With a copy to:

Luke Spellmeier
3501 SW Fairlawn Rd., Ste 200
Topeka, KS 66614

14. Cooperation of Parties.

(a) Each party will execute and deliver all documents requested by the other reasonably necessary to carry out the intent and provisions of this Agreement. The parties' duty of cooperation shall survive Closing and Seller's delivery of the Assets.

(b) Prior to Closing, Seller shall provide Buyer with full access to Seller's offices, plants, facilities, books, and records relating to the Assets at all reasonable times for the purpose of permitting Buyer to inspect and evaluate the Assets.

(c) Prior to Closing, Seller shall allow Buyer or Buyer's designated agent to act as a consultant to the Business on Seller's behalf, to the extent Buyer or Buyer's designated agent may desire without any liability or obligation to Buyer or Buyer's designated agent.

15. Survival. Except as otherwise specifically limited in this Agreement, all of the statements, representations, warranties, promises, covenants, hold harmless agreements, indemnities, and other agreements to undertake actions subsequent to the date hereof which are contained herein have been relied upon by the parties hereto and shall survive the execution, closing, or termination of this Agreement, and the delivery of any assignment, bill of sale, deed, and/or other instruments of any kind or nature.

16. Forbearance. A waiver or forbearance by either party of any breach of any of the covenants of this Agreement shall not be construed to be a waiver or forbearance of any succeeding breach of the same or similar covenant.

17. Severability. If any term, clause, or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws or public policy, then and in that event, such term, clause or provision shall be ineffective only to the extent invalid, illegal, or incapable of being enforced, without affecting in any manner whatsoever the remainder of the term, clause, or provision and all other terms, clauses, and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. In addition, upon such determination that any clause, term, or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

18. Captions. The captions used herein are for the purpose of convenience of reference only and are not intended to modify or affect the scope or meaning of the provisions they introduce.

19. Entire Agreement. This Agreement and the Exhibits attached hereto, together with the agreements referenced in the attached Exhibits, all of even date herewith, contain the entire understanding between the parties hereto and supersede any prior or contemporaneous, written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein or therein. Any amendments to this Agreement shall be in writing, signed by the parties hereto.

20. Binding Effect. It is the intention of the parties hereto to be legally bound by the terms of this Agreement and to bind their respective successors, assigns, and transferees.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement

shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Agreement as the signatories.

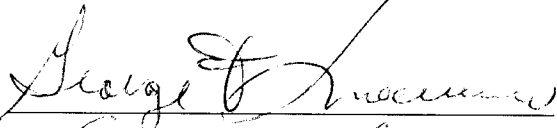
22. Interpretation and Applicable Law. This Agreement is entered into under and pursuant to the laws of the state of Kansas and shall be construed and interpreted in accordance thereof. The parties consent to the District Court of Shawnee County, Kansas, as being the jurisdiction and convenient and proper forum for any action or proceeding brought hereunder to resolve any disputes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

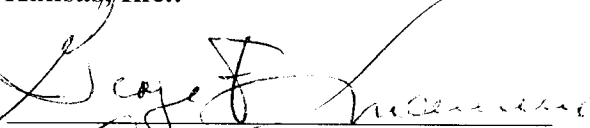
IN WITNESS WHEREOF, Seller and Buyer have each caused this Agreement to be executed and delivered as of the day and year first above written.

SELLER

Industrial Millwork Corporation, Inc.:


By: 
Name: GEORGE F. MANCUSO
Title: ~~CEO~~ PRESIDENT
(U)

IMC Kansas, Inc.:

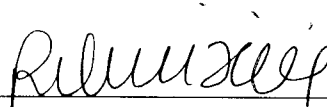
By: 
Name: GEORGE F. MANCUSO
Title: PRESIDENT

BUYER

Lag Design Custom Wood Doors, Inc.:

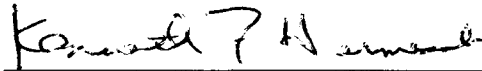
By: 
Name: Rilie Tilley
Title: President

MR Holdings, LLC:

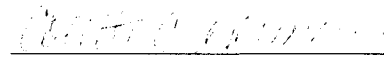
By: 
Name: Rilie Tilley
Title: Manager

JOINDER OF PARTIES

We, Kenneth F. Hermesch and Collette C. Hermesch hereby join the foregoing Asset Purchase Agreement by and between Industrial Millwork Corporation, Inc., a Kansas corporation, and IMC Kansas, Inc., a Kansas Corporation (collectively, as "Seller"), and Lag Design Custom Wood Doors, Inc., a Kansas corporation, and MR Holdings, LLC, a Kansas limited liability company (collectively, as "Buyer"), for the purpose of: (1) accepting and agreeing to being bound by Section 7 relating to competition with Buyer, (2) acknowledging, accepting, and agreeing to being bound by Section 10 relating to certain hold harmless and indemnity agreements and obligations, and (3) acknowledging that we have directly and/or indirectly received good, valuable, and sufficient consideration for such agreements and this joinder.



Kenneth F. Hermesch



Collette C. Hermesch

JOINDER OF PARTIES

United Bank and Trust (“**UB&T**”) hereby joins the foregoing Asset Purchase Agreement by and between Industrial Millwork Corporation, Inc., and a Kansas corporation, IMC Kansas, Inc., a Kansas Corporation (collectively, as “Seller”), and Lag Design Custom Wood Doors, Inc., a Kansas corporation, and MR Holdings, LLC, a Kansas limited liability company (collectively, as “Buyer”), for the purpose of: (1) consenting to said Agreement pursuant to a certain Forbearance Agreement relating to the Business, (2) acknowledging, accepting, and agreeing to being bound by Section 2 relating to certain Purchase Price adjustments, which adjustment shall also serve to adjust certain loans between UB&T and Buyer relating to financing of the Purchase Price by Buyer, (3) acknowledging, accepting, and agreeing to being bound by Section 10 relating to certain hold harmless and indemnity agreements and obligations of UB&T, and (4) acknowledging that UB&T has directly and/or indirectly received good, valuable, and sufficient consideration for such agreements and this joinder.

United Bank & Trust:

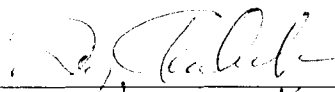
By: 
Name: Larry Kuntelma
Title: Senior Vice President

EXHIBIT "A"

ASSETS

All of Seller's right, title, and interest, legal and equitable, in and to all of the tangible and intangible personal property of Seller used at in connection with Seller's Business, excluding only the "Excluded Assets" listed below, and specifically including, without limitation, the following described assets, all as the same shall exist on the date hereof:

1. All tangible and intangible personal property, accounts receivable, notes receivable, deposits receivable, supplies, inventory, work-in-process, materials, tools, furniture, fixtures, equipment, machinery, replacement parts, all trademarks, logos, goodwill, certifications, patents and patent applications (including but not limited to patent application 09/502,525), licensing agreements, equipment and product designs, contracts, internet domain names and websites, telephone numbers, customer lists, trade names (including "Industrial Millworks" and "Lag Designs" and any variations thereof), copyrighted materials, computer programs, and all other personal property assets used in Seller's Business and/or located at the Real Estate.
2. All right, title and interest of Seller in and to all permits, licenses, approvals, utility rights, development rights, and similar rights related to the Assets, if any, whether granted by governmental authorities or private persons, all warranties and guaranties covering all or any part of the Assets
3. The following specific items: Nemaha/Marshall electric deposit, Miami-Dade County certification, and fire resistant door patent/trademark (09/502,525).
4. All equipment set forth in the schedule attached to this Exhibit A, which such equipment shall be deemed "Equipment" for purposes of the Agreement and Purchase Price adjustment.
5. All other tangible and intangible assets of Seller of whatsoever kind or description located at the Real Estate or used by Seller in connection with the Business.

NOTWITHSTANDING THE FOREGOING, THE FOLLOWING SHALL BE CONSIDERED "EXCLUDED ASSETS" AND WILL NOT BE ASSIGNED TO BUYER:

1. Any accounts receivables from shareholders of Seller.
2. Office equipment leases.
3. Sales representation contracts.
4. GMAN contract.
5. Any other Assets rejected in writing within thirty (30) days after Closing.

EXHIBIT "B"

REAL ESTATE

Approximately 5.6818 acres of real estate and improvements commonly known as 880 US Highway 36, Seneca, Kansas 66538, legally described as:

All of Industrial Millwork Corporation, Inc. Subdivision in the Northeast Quarter of Section 32, Township 2 South, Range 12 East of the 6th P.M., Nemaha County, Kansas.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this “**Agreement**”) is made effective as of the close of business on September 15, 2010, by and between **Industrial Millwork Corporation, Inc.**, a Kansas corporation, and **IMC Kansas, Inc.**, a Kansas corporation (as “**Assignor**”) and **Lag Design Custom Wood Doors, Inc.**, a Kansas limited liability company (as “**Assignee**”).

WHEREAS, Assignor owns the assets described on **Exhibit “A”** attached hereto (the “**Property**”); and

WHEREAS, Assignor desires to transfer to Assignee all of its right, title, and interest in the Property pursuant to a certain Asset Purchase Agreement of even date herewith; and

WHEREAS, Assignee desires to accept and assume all of Assignor’s right, title, and interest in the Property pursuant to a certain Asset Purchase Agreement of even date herewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the value and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Bill of Sale and Assignment of Property. Assignor has bargained and sold the Property to Assignee, and hereby assigns and transfers all of Assignor’s right, title, and interest in the Property to Assignee, free and clear of any and all liens, claims, and encumbrances. This Agreement shall pass all of Assignor’s existing and after-acquired title in the Property, together with all rights and claims which Assignor may have by virtue of or pursuant to covenants received by Assignor or any predecessors in title with respect to the Property.

2. Acceptance and Assumption of Property. Assignee hereby accepts and assumes all of the Property from Assignor, free and clear of any and all liens, claims, and encumbrances.

3. Warranty and Hold Harmless. Assignor hereby warrants that it is the lawful owner of the Property, that it has the full legal right, power, and authority to sell and assign the Property, and that the Property is and shall remain free and clear of any and all liens, claims, and encumbrances of Assignor. Assignor shall hold harmless, defend, and indemnify Assignee from and against any and all loss, cost, damage, or expense arising with respect to such Property up to the date hereof, and against any breach of the warranties contained herein.

4. Miscellaneous.

4.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

4.2 Attorneys’ Fees. In the event that any dispute shall arise in connection with this Agreement, the prevailing party shall be allowed reasonable attorneys’ fees and costs expended or incurred in resolving such disagreement, whether through litigation or otherwise.

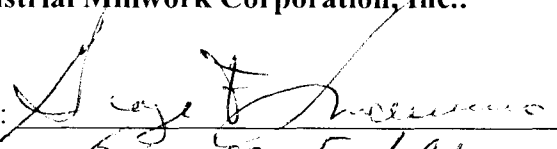
4.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

4.4 Further Cooperation. Each party agrees to execute and deliver all documents requested by the other reasonably necessary to carry out the intent and provisions of this Agreement.

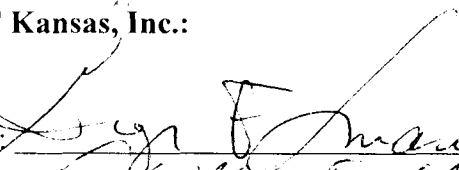
IN WITNESS WHEREOF, the parties set their hands to this Agreement effective as of the day and year set forth above.

ASSIGNOR

Industrial Millwork Corporation, Inc.:

By: 
Name: GEORGE F. MANCA
Title: PRESIDENT

IMC Kansas, Inc.:

By: 
Name: GEORGE F. MANCA
Title: PRESIDENT

ASSIGNEE

Lag Design Custom Wood Doors, Inc.:

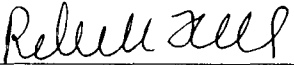
By: 
Name: Rillie Tilley
Title: President

EXHIBIT "A"

ASSETS

All of Seller's right, title, and interest, legal and equitable, in and to all of the tangible and intangible personal property of Seller used at in connection with Seller's Business, excluding only the "Excluded Assets" listed below, and specifically including, without limitation, the following described assets, all as the same shall exist on the date hereof:

1. All tangible and intangible personal property, accounts receivable, notes receivable, deposits receivable, supplies, inventory, work-in-process, materials, tools, furniture, fixtures, equipment, machinery, replacement parts, all trademarks, logos, goodwill, certifications, patents and patent applications (including but not limited to patent application 09/502,525), licensing agreements, equipment and product designs, contracts, internet domain names and websites, telephone numbers, customer lists, trade names (including "Industrial Millworks" and "Lag Designs" and any variations thereof), copyrighted materials, computer programs, and all other personal property assets used in Seller's Business and/or located at the Real Estate.
2. All right, title and interest of Seller in and to all permits, licenses, approvals, utility rights, development rights, and similar rights related to the Assets, if any, whether granted by governmental authorities or private persons, all warranties and guaranties covering all or any part of the Assets
3. The following specific items: Nemaha/Marshall electric deposit, Miami-Dade County certification, and fire resistant door patent/trademark (09/502,525).
4. All equipment set forth in the schedule attached to this Exhibit A, which such equipment shall be deemed "Equipment" for purposes of the Agreement and Purchase Price adjustment.
5. All other tangible and intangible assets of Seller of whatsoever kind or description located at the Real Estate or used by Seller in connection with the Business.

NOTWITHSTANDING THE FOREGOING, THE FOLLOWING SHALL BE CONSIDERED "EXCLUDED ASSETS" AND WILL NOT BE ASSIGNED TO BUYER:

1. Any accounts receivables from shareholders of Seller.
2. Office equipment leases.
3. Sales representation contracts.
4. GMAN contract.
5. Any other Assets rejected in writing within thirty (30) days after Closing.

EQUIPMENT

	Name	Model #	Serial #
0101	1. Uni-Point Radial Saw, Northfield Foundry and Machine Co.	X36AF	
0102	2. Small Band Saw, 14", HP 3/4	WA-14	
0102	3. Central Machinery 12" Band Saw	1629	970406070
0103	1. Powermatic Table Saw	68	8468229
0104	1. Big Band Saw, 36", 3 HP. 3 Phase		
0106	1. Delta Miter Saw	34-080	K9012
0106	2. Delta Miter Saw	36-070	D9842
0106	3. Delta Miter Saw Sidekick 10"	K9627	
0106	4. Delta Miter Saw 10" Compound Miter Saw	36-220/2	
0106	5. Hitachi 15" Miter Saw	C15FB	H660343
0106	6. Dewalt Sliding Compound Miter Saw, Type 4	DW708	33774
0109	1. Whirlwind Chop Saw, HP 10, 3 phase	212L	1590809L
0112	1. Omega Double Blader Miter Saw, 29110/0478, ESP. 11		
0113	1. Whirlwind Chop Saw, 5 HP, 3 Phase, RPM 725	1000L	728423L
0114	1. Rockwell Panelsaw	Z30	
0117	1. Makita 16" Band Saw	2116	2470E
0118	1. Smith Band Resaw 12" Wide 440V		
0119	1. Milwaukee Panel Saw	H5	41185
0125	1. Porter Cable, Lock Mortiser	513	
0125	2. Porter Cable, Lock Mortiser, Type 6	513	029694
0126	1. Weiser Lock Installation Tool Kit, 2045 00W		
0128	1. Diamond Guillotine Veneer Cutter, Size 36-1/2	D1A	28800
0203	1. Pinheiro Gang Ripper, HP 26	AMA	129
0204	1. Northtech Straightliner	SRS-12	9922039
0206	1. Northtech Straightliner	SRS-12	9922022
0208	1. Diehl Straightliner, ESL 2511, 97M-6290-5706, 480V, 21HP		
0217	1. Sliding Table Saw (Casolin) Type Astra DST/1		43511993
0263	1. Ryobi Cutoff Saw, 9024		117585
0264	Carolina Metal Bandsaw		
0301	1. Tyler Power Pod Press (Air)		
0302	1. Rail Press, Homemade, 3 Jack Press		
0306	1. Glue-all Frequency Dryer, Cat. #21-528, D-05, HP2, Volts FBH 230-460		
0306	2. Arch Top Freq. Dryer		
0307	1. Glue Wheel Maxitors, LTL Machinery, Wilkesboro, NC, Love Joy Coupler #625 1-050	2Z2818A	

0308	1.	Black Bros. Press	PPP	317687
0317	1.	Graco Series F 00F/Epoxy Glue Machining	207-352	
0318	1.	Schuetz Build Hyd Rail Press		
0400	1.	Arch Top Sander & Clamp		
0401	1.	Cemco Planer Sander, 3-40 HO Motors, Volts 230/460, AMPS Planer 90/45		
0402	1.	Finish Sander, CL110, N. SA 002171, Ref. 120323 230/460, 467	M05251	8950039
0403	1.	Intergram Belt & Disc Sander, Volts 110, 3/4 HP, 9408	BD-69T	
0403	2.	Central Machinery Belt & Disc Sander SKU 530837		059704349
0404	1.	Bosch Belt Sander		6630027
0404	2.	Bosch Belt Sander, 1274 DVS #3		
0404	3.	Bosch Belt Sander, 1274 DVS #4		
0404	4.	Bosch Belt Sander, 1272		0601272034
0404	5.	Bosch Belt Sander	3270	461-00199
0404	6.	Bosch Belt Sander		961270474
0407	1.	Milwaukee Pad Sander, Cat. No. 6010		791A499200261
0407	2.	Milwaukee Orbital Pad Sander, Cat. No. 6012		661-22081
0407	3.	Milwaukee Orbital Pad Sander, Cat. No. 6014		662-44726
0407	4.	Milwaukee Orbital Pad Sander, Cat. No. 6012		661-24177
0407	5.	Milwaukee Orbital Pad Sander		7910402220199
0407	6.	Milwaukee Orbital Pad Sander		7910402220199
0407	7.	Milwaukee Orbital Pad Sander, 6010		
0408	1.	Dynabrade Airpad Sander		13790
0407	2.	Dynabrade Airpad Sander		605367
0407	3.	Dynabrade Airpad Sander		102325
0408	4.	Porter Cable Orbital Pad Sander 5"		
0408	5.	Porter Cable Orbital Sander	PTS3	
0413	1.	Cemco 3 Head HP 50, 40, 30, 480 volt	3000	WBS636
0417	1.	220/60/3 PH Unifeeder		91010010
0420	1.	Floor Jack, 2 1/4 ton, SKU S-7010 (Maintenance Room)	QLZ2-A	
0421		2 - 6 Ton Jack Stands (Maintenance Room)	JS6	
0422	1.	Chicago Parts Washer (Maintenance Room)		
0423		1 - 43 pc. Pro Value Tool Set 1/2 Drive		
0424		1 - 118 pc. Black Hawk Tool Set		
0425	1.	Snap-On Gear Puller Set		
0427	1.	Wilton Vice (Maintenance Room)		
0428	1.	All American Tool Chest Top PT 1010, Bottom Chest PT 606		
0429	1.	Black & Decker 4 1/2" Angle Grinder 2750, Type 100		361495

0430	1.	21 pc. 3/4 Drive Heavy Duty Socket Set		
0431	1.	2 pc. Retaining Ring Pliers Set (Maintenance)		
0432	1.	Dremel Engraver	290	
0433	1.	Dremel Type 5 Hand Grinder	395	
0434	1.	Lenk Pencil Solder Gun	L25	
0435	1.	Solder Gun		
0436	1.	Amprobe AM-20		
0437	1.	Volt Probe	VT100	
0438	1.	Craftsman 7-1/4" Circular Saw	3158.109 250	
0438	2.	Makita Skil Saw		0011538
0438	3.	Black & Decker Circular Saw CS1000		
0438	4.	Black & Decker Worm Drive Circular Saw 7 1/4"		
0439	1.	24" Pipe Wrench Ridgid		
0501	1.	SCMI T130, Spindle Moulder	T130 HPS	AB 48938
0502	1.	SCMI T130, Spindle Moulder	T130N	AB55794
0503	1.	SCMI T130, Spindle Moulder	T130N	AB25729
0505	1.	SCMI Spindle Moulder, T110A, Ref 110403, V 230 Z g		AB 29903
0506	1.	Bosch Router	3 605 702 600	
0506	2.	Bosch Router, Type 0601611034		9451047
0506	3.	Bosch Router	1611 EVS	
0506	4.	Dewalt Router, Type 1	DW610	13849
0506	5.	Chicago Plunge Router, 3 HP		
0506	6.	Porter Cable Router		14264334A
0506	7.	Norfield 1/2 Router		
0506	8.	Porter Cable 1/4 Router 1426471A 3060		
0506	9.	Bosch 1/2 Router		8620939
0507	1.	Danckarrt Pin Router, US #1477		C551
0508	1.	Busellato CNC Router, Series #6141, 2005	Jet Concept	
0511	1.	Unifeeder Attachment, Holtz Machinery Corp., Machine #35405, 45 Hollowday Street, Jersey City, NY 07304	1988-683	
0512	1.	Arbor, UNI Feeder	80	
0513	1.	Pertici, UNI Feeder, 1998		98F444
0514	1.	Steff 2038CI UNI Feeder, Type 122/0000 (maggi)		2870113
0519	1.	SCMI Spindle Moulder, NAB 33932, Ref 020516, V230, HZ 60, Kg 518 (Nick)	T130NPS	AB33932
0520	1.	SCMI T130, Spindle Moulder (Nick)	T130N	AB56147
0524	1.	Homemade Shaper (Nick)		
0526	1.	Worldmax Shaper, Type AH100C-2, MFG. No. 960409		

0610	1.	XL Moldmaster	A	1542B
0611	1.	Diehl Molder, Volt 440	D	
0612	1.	Stegher Grill Notcher, KSF		
0613	1.	Stegher Nolder, Type BOF, Volt 220	18/11871	
0614	1.	Cemco Drill Press, Volts 440, 8 Drill Motors		
0615	1.	Performax, Super Brush 36, Stock #SB36-53467-NB		51001
0616		Vert Belt Sander		
0618		Norment & Lambert Door Press		
0701	1.	SCMI T130, Spindle Moulder (panel machine)	T130N	AB13348
0702	1.	Preston Double Head Shaper (Nick)		
0704	3.	Delta Bander Sealer D5106		
0704	3.	MIP 1000 Bander Tensioner		
0705	3.	Banding Cutter, Reliance, Mustei Gearmotor, ID #10119125-ZCV, HP 1/4		
0800		2 - Stile Racks		
0801	1.	Gang Drill B.M. Root Co. York PA, Monica Machinery Co., Grand Rapids, MI Style D200		7573
0802	1.	Jet Drill Mill Machine, 2 HP, 1725 RPM	RF30	
0807	1.	Black & Decker Impact, Type 100		38838
0807	2.	Black & Decker Impact, Type 100		10479
0807	3.	Dewalt Impact Wrench		
0808	1.	Milwaukee Hammer Drill 1/2" Cat #0222-L		0430992946
0810	1.	Makita Drill 1/2 036589-A2053		
0810	2.	Makita Drill, Cat. 6013BR		376078E
0810	3.	Craftsman 1/4 Drill 31511400		
0810	4.	Milwaukee 1/2 Drill 0234-1		
0810	5.	Milwaukee 1/2 Drill 0234-75		
0810	1.	Dewalt Cordless Drill 922838		
0812	2.	Dewalt Cordless Drill 849069		
0812	3.	Dewalt Cordless Drill 866395		
0812	4.	Porter Cable Cordless Drill 132212		
0812	5.	Porter Cable Cordless Drill 132213		
0812	6.	Dewalt Cordless Drill		
0812	7.	Dewalt Cordless Drill 922830		
0812	8.	Porter Cable Cordless Drill		
0812	9.	Milwaukee Cordless 3/8" Driver Drill Cat. #0398-1		778-11607
0812	10.	Milwaukee Cordless 3/8" Driver Drill Cat. #0398-1		778-68580
0812	11.	Milwaukee Cordless 3/8" Driver Drill		

0812	12.	Milwaukee Cordless 3/8" Driver Drill		
0812	13.	Coleman Cordless Drill		
0812	14.	Milwaukee Cordless Drill Holeshooter		
0812	15.	Milwaukee Cordless Drill Holeshooter		
0812	16.	Milwaukee Cordless Drill Holeshooter		
0815	1.	Milwaukee 1/2 Hour Super Charger Cat. No. 48-59-0166		
0815	2.	Milwaukee 1/2 Hour Super Charger Cat. No. 48-59-0166		
0816		7 - Dayton Wall Mount Fans		
0817		4 - Dayton Floor Fans		
0818	1.	Scale Salter/Breknell 2005		
0901	1.	Fomesani Louver Groover, Shop #16975 NIU		
0905	1.	Airlock Motor HP 1, Phase 3, HZ60, Frame 143T-6, Volts 230-460, Type TF-GW, Amps 8-9, Design B, Code M, Gear Ratio 39.0, Final RPM 45, Motor RPM 1740, ID #F-8086-01-848. Bin Level Indicator, S.P.D.T. Switch, 15 amps, 120, 240, 480, Vac 690A, Motor 110	D-12X108V	
0906	1.	Dayton Wet/Dry Vacuum	6Z770B	
0907	2.	Mac Model 144 M361 Style 111 Filter, Sparks Detection and Abort Gate, Closed Loop Cyclone, Fan and Airlocks, Process Controls	144 M361	
0908	1.	Festo Louver Groover	HF	14315
0909	1.	Vac 2, 15 HP, 3 Phase		
0910	1.	Auger 10"x36', 7.5 HP, 3 Phase	830075	
0910	2.	Auger 6"x16'		
1004		2 - Moisture Tester		
1029	1.	Panel Edger, 7.5 HP, 3 Phase or Kerf Saw		
1109	1.	Airy Pin Gun, T009982		
1109	2.	Duo Fast Pin Gun, BB22420		
1109	3.	Duo Fast Pin Gun	LFN764	VOE13640
1109	4.	Porter Cable Pin Gun 024451		
1109	5.	Airy Pin Gun, T009982		
1109	6.	Spot Nailer 241303		
1109	7.	Senco Air Stapler		
1109	8.	Fasco Air Stapler 02004371		
1109	9.	Senco Air Stapler 74A351		
1109	10.	Duo Fast Air Stapler		
1109	11.	Senco Air Stapler 99100581		
1110	1.	Black & Decker Iron		
1110	2.	Proctor Iron		

1110	3.	Sunbeam Iron		
1112	1.	Air Caulking Gun		
1112	2.	Air Caulking Gun		
1113	1.	Simpson Glue Gun		
1219		5 - Cabinet Door Part Carts		
1229		4 - Ladders on Wheels		
1221		4 - Cabinet Door Paint Racks (Scooter's)		
1222		12 - 8 ft. Storage Racks		
1222		4 - 13 ft. Storage Racks		
1222		4 - 9 ft. Storage Racks		
1222		1 - 4 ft. Storage Rack		
1222		1 - 11 ft. Storage Rack		
1400	1.	Devilbliss Paint Booth, IMC 0222		
1404	1.	Pump Stain Gun, ARO (Scooter)	612618	A-7189-006
1406	1.	Kiemlin Lacquer Pump		18659
1407	1.	Pump Lacquer Gun, Made in France, 0807, 33894 (Scooter)		
1408	1.	Cyclone Paint Shaker	M-232	015168
1411		3 - Paint Pots		
1413	1.	Miter Mite, VN 2+1, AMP International		
1500	1.	Hyster Forklift (new 2-99)	30	C010H05115W
1501	1.	Hyster Forklift 5A512 8H (H80)		
1502	1.	Ford Windstar V.I.D. No.		
1505	1.	Dodge Truck ?Current Truck (*Not Counted)		
1506	1.	Tractor		
1509	1.	Crown Pallet Jack (hand)	PT 27-489	188868
2053	1.	Main Room Air Compressor, 2 Stage, 10 HP, 3 Phase 230/460 Volt, RPM 1745, Amps 21.8/10.9 HP	32745AE	
2055	1.	Gang Ripper Laser		
2055	2.	Straight Liner Laser		
2056	1.	Chain Saw		
2058	1.	Sullair Model LS 12-50 HAC, Air Compressor	LS 12-50	003-11652
2060	1.	Ridgid 300 Pipe Threader (Maintenance Room)		7548150
2061	1.	Rockwell Metal Lathe, Series No. 25-OX6		154549
2062	1.	Omaha Industrial Tool, Grinder	9650	224
2065	1.	Knox Air Compressor, 25 HP	462	
2066	1.	Dominick Hunter, Compressed Air Dryer	RDM0365	
2067	1.	Cam Air Dryer T510		

3001	1.	Glue Table Cabinet Area		
3002	1.	Schuetz Built Door Press		
3004	1.	Homemade Door Press, Big Doors, HP 1 RPM 1725/1425, 230/460, Phase 3		
3005	1.	1/4" Tube Cutter Aro, A21188, 120A 598		
3020	1.	Norfield Door Machine	Magnum	DJ 1395M
3025		Portable Lift Table A		
3026		Portable Lift Table A		
3027	1.	Homemade Bifold Press, Air		
3028	1.	Bifold Table Assembly Area - Maintenance Room		
3029		1 - Dayton Air Pad Cutter (not in use)		
3030	1.	Powerformer, Drytype Transformer, Cat. No. 223-3187, KVA.25, 3 Phase 60 Hz, High Voltage 480, Low 240 @ East Plant - not in use		
3031	1.	MR. Heater, Propane		

STATE OF KANSAS, COUNTY OF NEMAHA) ss:

The undersigned Seller, in consideration of Nemaha County Abstract & Title Co. And it underwriter, First American Title Insurance Co. issuing its Policies of title insurance insuring an interest in or title to the real estate described herein; and being first duly sworn on oath, deposes and states as follows:

1. That Seller is selling the real estate referred to herein, which is described as follows:

All of Industrial Millwork Corporation Subdivision in the Northeast Quarter of Section 23, Township 2 South, Range 12 East of the 6th P.M., Nemaha County, Kansas

2. That Seller has never been known by any names other than those used herein.

3. That no proceedings in bankruptcy or receivership have been instituted by or against the Seller within the last 10 years, and that the Seller has not made an assignment for the benefit of creditors within the last 10 years.

4. That there is not any State or Federal Court Judgment, State or Federal tax lien, or any other State or Federal lien of any kind or nature against the Seller, which could constitute a lien or charge upon the real estate.

5. That there are not any delinquent real estate taxes or unpaid current real estate taxes; nor any pending or levied assessments on the real estate, including but not limited to those for trees, sidewalks, sewers and water lines.

6. That there are not any unrecorded easements, party walls, agreements or rights-of-way which encumber the real estate. That mortgagors know of no boundary disputes which would adversely affect the premises or impair the lender=s interest in the property.

7. That there are not any unpaid bills or claims for labor, services or materials; not any improvement or repair contracts, home improvement loans, unrecorded mortgages, chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, agreements not to sell or encumber, financing statements, or personal property leases; which affect the real estate or which affect any fixtures, appliances or equipment now installed in or on the real estate.

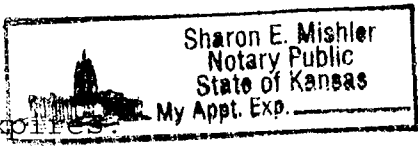
8. That no improvements, repairs, alterations or charges are to be made in, on or about the real estate, which will be financed in whole or in part by proceeds of the indebtedness secured by the mortgage to be insured; except as follows: 14/4

9. That the improvements on the real estate were completed more than 0 years ago, and that there has not been any new construction or repair work performed on the real estate for at least 125 days except as follows: N/A

10. That Seller does not have knowledge of any facts by reason of which title to or possession of the real estate might be questioned or disputed, and do not have any knowledge of any rights of possession by any other party under any tenancy lease or other agreement, written or oral, except as follows: N/A

George F. Mancuso
IMC Kansas, Inc.
By : George F. Mancuso, President

SUBSCRIBED & SWORN to before me this 15 day of Sept, 2010.



My Appt Expires _____

Sharon E. Mishler
Notary Public

6-5-2011

Kansas Business Organization Warranty Deed

On this 15 day of September, 2010,

IMC Kansas, Inc., by George F. Mancuso, President
GRANTOR,

CONVEYS AND WARRANTS to

MR Holdings, LLC

the following described real estate in Nemaha County, Kansas:

All of Industrial Millwork Corporation Subdivision in the
Northeast Quarter of Section 23, Township 2 South, Range 12 East
of the 6th P.M., Nemaha County, Kansas

For the sum of \$1.00 and other good and valuable consideration

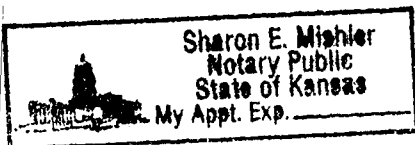
Subject to easements and restrictions of record

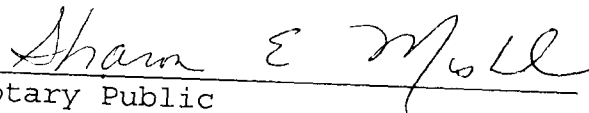
IMC Kansas, Inc.

BY: 
George F. Mancuso, President

State of Kansas, County of Nemaha) ss:

This instrument was acknowledged before me on September 15
2010 by George F. Mancuso, President of IMC Kansas, Inc.




Notary Public

My Appointment Expires:

6-5-2011