

Cure Amount on or before the fifteenth (15) day following the date of the Closing on the Sale of the Assets, if any, listed in Exhibit B hereto, in connection with the assumption and assignment of the Designated Executory Contracts. With the exception of the Debtor's failure to pay the Cure Amounts set forth in Exhibit B hereto, all non-Debtor counter-parties to the Designated Executory Contracts shall be forever barred from asserting against the Debtor, its estate or the Purchaser, any default, any actual pecuniary loss resulting from such default, or any other claim under the Designated Executory Contracts, and the Debtor shall be released and forever discharged of and from any and all obligations and claims under the Designated Executory Contracts without any further action by this Court.

20. The consideration provided by the Purchaser for the Assets under the Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

21. To the extent that the parties identified in this paragraph have received actual notice, this Sale Order (a) shall be effective as a determination that, on the Closing Date under the Purchase Agreement, all Liens of any kind or nature whatsoever existing prior to such Closing as to the Debtor or the Assets transferred pursuant to the Purchase Agreement (including but not limited to any claims under any applicable revenue, pension, ERISA, tax, labor, environmental or natural resource law, rule or regulation, or any products liability law) have been ~~unconditionally released, discharged and terminated, and that the conveyances described herein~~

have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies,

recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

22. To the extent that the parties identified in this paragraph have received actual notice, each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

23. Except as provided herein, all entities who are presently, or on the Closing Date may be, in possession of some or all of the Assets to be transferred under the Purchase Agreement are hereby directed to surrender possession of such Assets to the Purchaser on the Closing Date under the Purchase Agreement without further order of this Court.

24. Except as expressly permitted or otherwise specifically provided for in this Sale Order in respect of the Purchase Agreement or the Assets to be transferred pursuant to the Purchase Agreement, ^{and to the extent permitted by law,} the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to such Assets. Without limiting the generality of the foregoing, the Purchaser (and its officers, directors and shareholders) shall not be liable for (a) any claims against the Debtor or any of its predecessors or affiliates, or (b) ~~successor or vicarious liability claims of any kind or character whether known or unknown as of~~ the Closing Date under the Purchase Agreement, now existing or hereafter arising, whether fixed or contingent, each with respect to any obligations of the Debtor arising prior to the Closing Date

under the Purchase Agreement, including, but not limited to, any liabilities under any revenue, pension, ERISA, tax, employment, labor, environmental or natural resource law, rule or regulation, any federal or state employment and anti-discrimination laws and regulations, any successor liability law, any products liability law, arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtor's business prior to the Closing Date under the Purchase Agreement.

25. No insurer has, or shall be deemed to have: (a) waived any objection to, or otherwise approved, acquiesced in, or consented to the Purchase Agreement, including without limitation Section 2.1.9 of the Purchase Agreement or any other terms in the Purchase Agreement relating to, or purporting to assign, transfer, create or bestow rights on the Purchaser under any insurance policy; or (b) consented to the assignment of any insurance policy, or any rights under any insurance policy, to the Purchaser. The Debtor, the Purchaser and all insurers reserve all rights with respect to any and all disputes between or among them, or anyone claiming through or under them, with respect to all insurance policies.

26. This Court retains jurisdiction to enforce and implement the terms and provisions of the Purchase Agreement, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to the Purchaser, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtor, (c) resolve any disputes arising under or related to the Purchase Agreement, and (d) interpret, implement, and enforce the provisions of this Sale Order; provided, however, that nothing contained in this Order or the Purchase Agreement shall create, expand, contract or eliminate any jurisdiction this Court might otherwise have over insurance issues. Except as otherwise set forth herein with respect to insurance issues, if any proceeding

before the Court pursuant to this paragraph is not a core proceeding, any non-Debtor party who has received notice of the Sale Hearing shall be deemed to have consented to the Court (a) hearing and determining such proceeding, and (b) entering appropriate orders and judgments, subject to review under 28 U.S.C. § 158.

27. The transactions contemplated by the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale of the Assets shall not affect the validity of the Sale of such Assets to the Purchaser, unless such authorization is duly stayed pending such appeal prior to the Closing with respect to such Assets. The Purchaser is a purchaser in good faith of the Assets, and the Purchaser is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

28. The terms and provisions of the Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, (a) the Debtor, its estate, and its creditors, (b) the Purchaser, and its respective affiliates, successors and assigns and (c) any affected third parties including, but not limited to, all persons asserting Liens in the Assets to be sold to the Purchaser pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. Notwithstanding the foregoing in this paragraph 28, any allocation of the purchase price for the Sale Assets made by and between the Debtor and the Purchaser shall not be binding upon any other party in interest in these proceedings.

29. The failure specifically to include any particular provisions of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

~~30. The Sale of the Assets pursuant to the Purchase Agreement is a transfer pursuant to Section 1146(c) of the Bankruptcy Code, and accordingly shall not be taxed under any law imposing a stamp tax or a sale, transfer or any other similar tax. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Assets, all without imposition or payment of any stamp tax, transfer tax or similar tax. With respect to only those of the Debtor's Locations located in the State of Connecticut, any transfer taxes shall be held in escrow (the "Transfer Funds") pending confirmation of a plan of reorganization or liquidation, after which time the Transfer Funds shall be returned to the Debtor's estate.~~

31. The transactions under the Purchase Agreement may be consummated without any liability under or violation of any bulk transfer or permit restrictions under applicable state law, including, without limitation, any state laws requiring notification and the escrow of sales proceeds for the benefit of state revenue departments collecting any types of tax or other required contributions or payments.

32. No current or former employee of the Debtor shall be deemed to be an employee of the Purchaser by virtue of the Purchase Agreement or the performance thereof, and the assumption and assignment of any Designated Executory Contracts shall not constitute an express or implied employment or assumption of collective bargaining obligations of the Debtor.

33. The Purchaser shall not be deemed to be a joint employer, single employer, co-employer or successor employer with the Debtor for any purpose and the Purchaser shall not have any obligation to pay any past wages, benefits or severance pay to any of Debtor's employees, including any of Debtor's employees who may subsequently become employed by the Purchaser.

34. All of the Debtor's interests in the Assets to be acquired by the Purchaser under the Purchase Agreement shall be, as of the Closing Date under the Purchase Agreement, transferred to and vested in the Purchaser. Upon the Closing Date, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Assets acquired by the Purchaser under the Purchase Agreement and/or a bill of sale transferring good and marketable, indefeasible title and interest in the Assets to the Purchaser.

35. As of the Closing Date, the Purchaser, subject to the terms and conditions of the Purchase Agreement, shall be hereby granted immediate and unfettered access to the Assets acquired by the Purchaser.

36. Nothing in this Order or the Purchase Agreement releases or relieves any entity of any requirement under applicable environmental laws or regulations to obtain authorization from a governmental entity for the transfer of any license, permit or certificate of authority held by the Debtor.

37. ~~Nothing in this Order or the Purchase Agreement shall be construed to release or nullify any liability to any governmental entity under police and regulatory requirements that any entity would be subject to as the owner or operator of property after the date of entry of this Sale~~

Order; provided however that nothing contained in this Sale Order generally or this paragraph specifically should be construed as an admission by the Purchaser of any liability to any governmental entity.

38. In the event that there is a conflict between the terms of this Order and the Purchase Agreement, the terms of this Order shall control.

39. As provided by Rules 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure, this Sale Order shall be effective and enforceable immediately upon entry hereof and shall not be stayed for 10 days after the entry of this Sale Order.

Dated: Chicago, Illinois

July 22, 2004

ENTERED

JUL 22 2004

BRUCE W. BLACK, BANKRUPTCY JUDGE
UNITED STATES BANKRUPTCY COURT

Honorable Bruce W. Black
United States Bankruptcy Judge

ORDER PREPARED BY:

David N. Missner (ARDC No. 01928988)
Marc I. Feiton (ARDC No. 06180633)
Steven Christenholz (ARDC No. 06224666)
Brian A. Audette (ARDC No. 06277056)
PIPER RUDNICK LLP
203 North LaSalle Street, Suite 1800
Chicago, Illinois 60601
(312) 368-4000

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and delivered as of the 26th day of July, 2004 by and between WICKES INC., Debtor-In-Possession, a Delaware corporation ("Assignor"), and BRADCO SUPPLY CORPORATION, a New Jersey corporation ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to that certain Asset Purchase and Sale Agreement dated as of June 23, 2004 by and among Assignor, GLC Division, Inc., a Delaware corporation, Lumber Trademark Company, an Illinois corporation, and Assignee (the "Purchase Agreement"), Assignor hereby grants, transfers, conveys, and assigns to Assignee all of the right, title and interest of Assignor in, to and under those certain leases of (i) the premises located at 391 Broadway, Menands, New York and more particularly described in the Lease Agreement dated as of June 1, 2003 by and between Assignor, as lessee, and Capital District Cooperative, Inc., as lessor (as amended or supplemented, the "NY Lease"), (ii) the premises located at 742 Route 46, Kenil, New Jersey and more particularly described in the Lease dated as of April 24, 1998 by and among Assignor, as lessee and P&D Realty Associates, as lessor (as amended or supplemented, the "NJ Lease") and (iii) the premises located at 46 Swamp Road, Newtown, Connecticut (the "CT Premises") and more particularly described in the License Agreement for Private Grade Crossing dated as of May 16, 1989 by and among Assignor, as lessee, and Maybrook Railroad Company, as lessor (as amended or supplemented, the "CT Lease").

2. Assignee hereby accepts the foregoing assignment and, subject to the terms and conditions of the Purchase Agreement, assumes all of Assignor's duties, obligations and liabilities (collectively, "obligations") under the NY Lease, the NJ Lease and the CT Lease accruing from and after the date hereof.

3. This Assignment shall not alter, modify or amend the terms of the NY Lease, the NJ Lease or the CT Lease in any respect.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns; provided, however, that any future assignment of the NY Lease, the NJ Lease or the CT Lease by Assignee shall be subject to any lessor consent requirements contained therein.

5. This Assignment shall be governed by and interpreted in accordance with the laws of New York, in the case of the NY Lease, New Jersey, in the case of the NJ Lease, and Connecticut, in the case of the CT Lease.

6. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

7. This Assignment may be executed in counterparts, which, when integrated, shall constitute one original of the Assignment.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Leases as of the day and year first above written.

ASSIGNOR:**WICKES INC., a Delaware corporation**By: Name: James J. O'GradyTitle: President**ASSIGNEE:****BRADCO SUPPLY CORPORATION, a
New Jersey corporation**By: Name: STEVE PEINBERGTitle: Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)

COUNTY OF Cook)

) SS

I Joann McLaughlin, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT James O'Grady, the President of Wickes Inc., a
Delaware corporation, personally known to me to be the same person whose name is subscribed
to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed, sealed and delivered the said instrument as the free and voluntary act of said corporation,
for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of July, 2004.

[NOTARY SEAL]

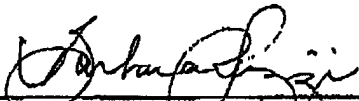
NOTARY PUBLIC

Commission Expires: 2/5/05

STATE OF New Jersey }
COUNTY OF Middlesex } ss.

On this 22nd day of July, 2004, before me, a Notary Public in and for the State of New Jersey, personally appeared SAU PAINBEE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as VICE PRESIDENT of BAKERSVILLE, VERMONT to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.


NOTARY PUBLIC in and for the State of New Jersey, residing at 13 PRODUCTION WAY, AVEDEL, NJ 07001
My appointment expires _____
Print Name _____

BARBARA PIZZI
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 27, 2007