

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

1. PLEASE TYPE all the information required on this form. Leave "File No." and "Date & Hour" blank.
2. Remove Secured Party and Debtor copies and send other 2 copies with interleaved carbon paper to the Filing Officer. ENCLOSE FILING FEE of \$25.00. Check or money order for fee should be made payable to "N.J. Secretary of State."
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets 8 1/2" x 11". Only one copy of such additional sheets need be presented to the Filing Officer with a set of 2 copies of the Financial Statement. Long schedules of collateral, indentures, etc. should be submitted on sheets which are 8 1/2" x 11".
4. If collateral is crops or goods which are or are to become fixtures, describe the real estate and give name and address of record owner.
5. At the time of filing, Filing Officer will return second copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use second copy as a Termination Statement.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. Maturity date (if any):

FOR OFFICE USE ONLY

Debtor(s) Name (Last Name, First) Complete Address
Allied Building Products Corp.
15 East Union Avenue
East Rutherford, N.J. * 07073

Maturity date (if any):

FOR OFFICE USE ONLY

Secured Party(ies) and Complete Address
United Jersey Bank, as Agent
210 Main Street
Hackensack, N.J. 07601

Assignee(s) of Secured Party and Complete Address

Registered
 Indexed, Dir
 Indirect
 Filled
 Mailed

118813

BOOK 141 PAGE 632

This financing statement covers the following types (or items) of property:

All of Debtor's assets, now owned or hereafter acquired, wherever located, including but not limited to the following (as described on the attached Schedule): all obligations of any kind at anytime due and/or owing to the Debtor and all rights of the Debtor to receive payment or any other consideration, including all Accounts Receivable, all computers; all of Debtor's equipment, machinery, furniture, fixtures and all other tangible assets, including all Equipment; all of Debtor's choses in action, causes of action, claims and all other intangible personal property, including all General Intangibles; all personal property held by Debtor for sale or lease, including all Inventory; all Instruments, all Motor Vehicles; all other Collateral of whatever type or kind; and all proceeds and products of the foregoing, all as more particularly described on Schedule A attached hereto and made a part hereof.

* See Schedule A for additional locations of Collateral.

When collateral is crops or fixtures complete this portion of form.

a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. () Proceeds of Collateral are also covered. b. () Products of Collateral are also covered. No. of additional sheets presented: ()

() Filled with Register of Deeds and Mortgages of

County, () Secretary of State

(X) Filled with the County Clerk of **Skamania (WA)**

County,

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

ALLIED BUILDING PRODUCTS CORP.

BY: *[Signature]*

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 (Rev. 9/81)

SCHEDULE A TO FINANCING STATEMENT

DEBTOR: ALLIED BUILDING PRODUCTS CORP.

DEBTOR'S
ADDRESS: 15 East Union Avenue
East Rutherford, New Jersey 07073

BOOK 141 PAGE 633

SECURED
PARTY: UNITED JERSEY BANK, AS AGENT

SECURED
PARTY'S
ADDRESS: 210 Main Street
Hackensack, New Jersey 07601

All of the Debtor's assets, now owned or hereafter acquired, wherever located, including but not limited to the following (as each of the same is defined below): all Accounts Receivable; all Computers; all Equipment; all General Intangibles; all Inventory; all Instruments; all Motor Vehicles; and all other Collateral of whatever type or kind.

"Accounts Receivable" means, in addition to the definition thereof contained in the UCC, any and all obligations of any kind at any time due and/or owing to the Debtor and all rights of the Debtor to receive payment or any other consideration (whether classified under the UCC or the Uniform Commercial Code in any other state as accounts, contract rights, chattel paper or otherwise) including without limitation, invoices, contract rights, accounts receivable, leases, choses in action, notes, drafts, acceptances, instruments and all other debts, obligations and liabilities in whatever form owing to the Debtor from any person, firm, governmental authority, corporation or any other entity, all security therefor, and all of the Debtor's rights to goods sold (whether delivered, undelivered, in transit or returned), which may be represented thereby, whether now existing or hereafter arising, together with all proceeds and products of any and all of the foregoing. Anything herein to the contrary notwithstanding, General Intangibles and tax refunds (federal, state and local) are hereby specifically included in the term Accounts Receivable.

"Collateral" means all property, assets and rights in which the Agent has, or shall be granted, a lien or security interest pursuant to the Amended and Restated Agreement, the Second Amended and Restated Agreement, the Agreement, the Mortgage, the Assignment and any other document now or hereafter executed by the Debtor in connection with the transactions contemplated by the Agreement.

"Computers" means all computers and all present and future replacements thereof, substitutions therefor, or

improvements thereto and all present and future parts therefor, upgrades and additions thereto and all software, programs and apparatus related thereto.

"Equipment" means, in addition to the definition thereof contained in the UCC, all of the Debtor's now owned or hereafter acquired equipment, machinery, furniture, fixtures (to extent such fixtures are personal property), Motor Vehicles and all other tangible assets and all replacements, repairs, modifications, alterations, additions, controls and operating accessories therefor, all substitutions and replacements therefor, and all accessions and additions thereto.

"General tangibles" means, in addition to the definition thereof contained in the UCC, all of the Debtor's now owned or hereafter acquired choses in action, causes of action, claims and all other intangible personal property including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill symbolized by any trademarks, goodwill, registrations, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims, insurance claims, rights and claims against carriers and shippers and rights to indemnification.

"Instrument" means, in addition to the definition thereof contained in the UCC, all of the Debtor's now owned or hereafter acquired negotiable instruments (as defined under the UCC), certificated securities (as defined under the UCC), or any writing which evidences a right to the payment of money and is not itself a security agreement or lease and is of the type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment. For the purposes of the Agreement and the other Loan Documents, Instrument includes, but is not limited to, documents including documents of title and warehouse receipts.

"Inventory" means, as of any time of computation, in addition to the definition thereof contained in the UCC, all personal property held by the Debtor for sale or lease or to be furnished under labels and other devices, the names or marks affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof and goods for which payment was made by drawings under Letters of Credit, but which goods have not yet been delivered to the Debtor and all right, title and interest of the Debtor therein and thereto, including but not limited to, to the extent same are assignable as Collateral, all documents of title covering such inventory, any and all computer programs owned, tapes, discs and data processing software owned relating thereto, all raw materials, work or goods in process, or materials and supplies of every nature used, consumed or to be consumed in the Debtor's businesses, all cartons, packaging and shipping materials,

and all Proceeds and products of any of the foregoing, whether now owned or hereafter acquired by the Debtor and whenever located.

"Motor Vehicles" means all motor vehicles of whatever kind and wherever located now or hereafter owned by the Debtor, and whether licensed or not, including, without limitation, cars, trucks, tractors, trailers, vans, and those motor vehicles specifically identified in Schedule D to the Agreement, as such Schedule may be amended from time to time.

"UCC" means the Uniform Commercial Code from time to time in effect in the State of New Jersey.

Capitalized terms used herein and not defined shall have the meanings ascribed to them in a certain Third Amended and Restated Loan and Security Agreement (the "Agreement"). In the event of any conflict between the terms of this financing statement and the terms of the Agreement, such conflict shall be resolved in the manner which includes within the scope of the description of collateral the greatest amount of types of personal property whatsoever.

LOCATIONS OF COLLATERAL

1421 East 8th Street Anchorage, AK 99501	11 Cadillac Road Burlington, NJ 08016
7860 N.W. 66th Street Miami, FL 33166	60 Pollack Avenue Jersey City, NJ 07305
1121 N. Ellis Street Bensenville, IL 60106	1139 Ocean Avenue Sea Bright, NJ 07760
13601 S. Western Avenue Blue Island, IL 60406	41 Canal Street South Bound Brook, NJ 08880
4050 West 10th Street Indianapolis, IN 46222	GAF Yard Canal Street & Washington South Bound Brook, NJ 08880
1735 W. 3rd Street Davenport, IA 52802	State Highway 34, R.D. #1, Box 178H Wall, NJ 07719
6485 N.E. 14th Street Des Moines, IA 50313	20 Railroad Avenue Albany, NY 12205
501 N. North Point Road Baltimore, MD 21237	138-60 Jamaica Avenue Jamaica, NY 11435
3611 Pensy Drive Landover, MD 20785	42-16 11th Street Long Island City, NY 11101
32800 Groesbeck Highway Fraser, MI 48026	

9416 River Road
Marcy, NY 13403

Rosely Road & 2nd Street
Mineola, NY 11501

7802 Atlantic Avenue
Ozone Park, NY 11416

2130 5th Avenue
Ronkonkoma, NY 11779

1100 Scottsville
Rochester, NY 14624

1735 Eastern Avenue
Cincinnati, OH 45202

1055 Kinnear Road
Columbus, OH 43212

3770 S. Detroit Avenue
Toledo, OH 43614

3675 West 1st Avenue
Eugene, OR 97402

620 Brian Way
Medford, OR 97501

1575 Salem Industrial Drive
Salem, OR 97393

11440 South West Tiedman Road
Tigard, OR 97223

North 2812 Pittsburgh
Spokane, WA 99207

Excelsior Drive & June Drive,
Excelsior Industrial Park
Blandon, PA 19510

135 South Chester Pike
Glenolden, PA 19036

2147 Avenue C
Box 21852
Lehigh Valley, PA 18002

1990 McKees Rocks Road, Box 31
McKees Rocks, PA 15136

2430 East Tioga Street
Philadelphia, PA 19134

2215 E. Westmoreland Street
Philadelphia, PA 19134

4 and 6 Alva Street
Greenville, SC 29605

7241 Peppermill Parkway
North Charleston, SC 29418

1800 S. Military Highway
Chesapeake, VA 23320

2701 Balls Road
Richmond, VA 23320

7100 212 Street, SW
Edmunds, WA 98020

210 South Oregon Street
Pasco, WA 99301

2015 112th Street S.
P.O. Box 44070
Tacoma, WA 98444

1703 7th Avenue
Huntington, WV 25703

1634 S. 108th Street
W. Allis, WI 53214