

P 98000015808

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400080287514

09/29/06--01035--004 **113.75

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 SEP 29 AM 10:20

Minger
10/02/06
DC

LAW OFFICES OF
WILLIAM J. KANANACK

1825 RIVERVIEW DRIVE
MELBOURNE, FL 32901

TELEPHONE (321) 768-2001
FACSIMILE (321) 676-0729
wj@reinmanlaw.com
wj@wjklaw.com

September 28, 2006

Department of State
Division of Corporations
PO Box 6237
Tallahassee, FL 32314

Attention: Amendment Section

Re: CNC Cabinet Components, Inc.

To Whom It May Concern:

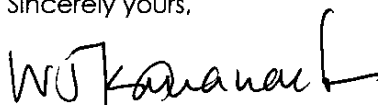
Enclosed please find the Articles of Merger together with the Agreement and Plan of Merger, dated September 28, 2006, in which Building Materials Center, Inc., ("BMC"), shall merge with and into CNC Cabinet Components, Inc., ("CNC"), a wholly owned subsidiary of Southeast Door & Trim, Inc., ("Southeast Door"). The Articles of Merger required by §607.1101, Florida Statutes, and the Plan of Merger together with attachments thereto have been signed by each of the parties to the transaction. CNC will be the surviving corporation. CNC, BMC and Southeast Door are all privately held Florida corporations.

Also enclosed is a check made payable to the Division of Corporations for \$113.75 representing the fee of \$35.00 for each of three corporations and \$8.75 for one certified copy. An additional copy of the documentation is provided in connection with the request for a certified copy.

Please call me if you have any questions.

Thank you.

Sincerely yours,



William J. Kananack

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 SEP 29 AM 10:20

ARTICLES OF MERGER
of
BUILDING MATERIALS CENTER, INC.
with and into
CNC CABINET COMPONENTS, INC.

Pursuant to §607.1101 of the Florida Business Corporation Act ("FBCA"), Building Materials Center, Inc., ("BMC"), shall merge with and into CNC Cabinet Components, Inc., ("CNC"), a wholly owned subsidiary of Southeast Door & Trim, Inc., ("Southeast Door"), a Florida corporation.

ARTICLE I

As of the Effective Time, set forth in Article IV of these Articles of Merger, BMC shall merge with and into CNC and CNC shall be the "Surviving Corporation."

ARTICLE II

Building Materials Center, Inc., is a Florida corporation. CNC Cabinet Components, Inc., is a wholly owned subsidiary of Southeast Door & Trim and both CNC and Southeast Door are Florida corporations.

ARTICLE III

The Merger shall be in accordance with the provisions of the Agreement and Plan of Merger, which is attached.

ARTICLE IV

The Merger shall be effective as of the 28th day of September, 2006, or as soon thereafter as practicable upon the filing of the Articles of Merger with the Department of State (the "Effective Time"). At the Effective Time, the separate existence of BMC shall cease and BMC shall be merged with and into CNC in accordance with the terms and conditions of the Agreement and Plan of Merger.

ARTICLE V

The Agreement and Plan of Merger was duly authorized and adopted by the shareholders of the Surviving Corporation on September 14th, 2006.

ARTICLE VI

The Agreement and Plan of Merger was duly authorized and adopted by the shareholders of BMC, the merging corporation, on September 14th, 2006.

ARTICLE VII

The manner and basis of converting the shares of each corporation into shares, obligations or other securities of the surviving corporation or any other corporation, in whole or in part, are set forth in the Agreement and Plan of Merger attached hereto.

ARTICLE VIII

The First Restated Articles of Incorporation of CNC, in existence prior to the Effective Time, shall remain in effect after the Merger.


IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers this 28th day of September, 2006.

CNC CABINET COMPONENTS, INC.



DOUGLAS G. ROBERTSON, President

SOUTHEAST DOOR & TRIM, INC.



EARL E. MATTHEWS, III, President

BUILDING MATERIALS CENTER, INC.



DOUGLAS G. ROBERTSON, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of September 28, 2006 by and among Southeast Door & Trim, Inc., a Florida corporation ("SE Door"), CNC Cabinet Components, Inc., a Florida corporation ("CNC"), Building Materials Center, Inc., a Florida corporation ("BMC"), Earl E. Matthews, III and Douglas G. Robertson (collectively, the "Shareholders"). SE Door, CNC and BMC are referred to individually as "Party" and collectively as "Parties."

RECITALS

A. CNC, a wholly owned subsidiary of SE Door, is a corporation duly organized and existing under the laws of the State of Florida and has one hundred thousand (100,000) shares, \$0.001 par value authorized capital stock designated "CNC Common Stock." As of September 14, 2006, two thousand (2,000) shares of CNC Common Stock were issued and outstanding; all are held by SE Door.

B. SE Door is a corporation duly organized and existing under the laws of the State of Florida and has one hundred thousand (100,000) shares, \$0.001 par value, of authorized capital stock, designated "SE Door Common Stock." As of September 14, 2006, twenty thousand (20,000) shares of SE Door Common Stock were issued and outstanding.

C. BMC is a corporation duly organized and existing under the laws of the State of Florida and has one hundred thousand (100,000) shares, \$0.001 par value, of authorized capital stock designated "BMC Common Stock." As of September 14, 2006, two thousand (2,000) shares of BMC Common Stock were issued and outstanding.

D. The Board of Directors of each Party has (i) determined that this merger is advisable and in its respective best interest and in the best interest of its stockholders, (ii) approved this Agreement and the merger and related transactions, and (iii) recommended the approval of this Agreement and the merger and related transactions by its stockholders.

E. The Parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code") and to cause the merger to qualify as a "reorganization" under the provisions of Section 368(a)(1)(A) of the Code.

F. SE Door intends to split-off CNC, its wholly owned subsidiary, concurrently with the closing of the Merger upon the terms and conditions contained in the Separation Agreement attached hereto as Exhibit A. The Parties intend that the split-off will be treated as a tax-free transaction under Section 355 of the Code.

In consideration of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the Parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Pursuant to the laws of the State of Florida, and subject to and in accordance with the terms and conditions of this Agreement, BMC shall be merged with and into CNC. Each of the Parties shall execute Articles of Merger, to be filed with the Secretary of State of Florida, on the Closing Date, as defined in Section 1.9, or as soon thereafter as practicable. The merger of BMC with and into CNC (the "Merger") shall take effect (the "Effective Time") at the time when the Articles of Merger are duly filed with the Secretary of State of Florida, or at such other time as the parties may agree upon in writing pursuant to applicable law.

1.2 Effect of Merger. At the Effective Time, BMC shall be merged with and into CNC in the manner and with the effect provided by the Florida Business Corporation Act (the "FBCA"), the separate corporate existence of BMC shall cease and CNC shall be the surviving corporation (the "Surviving Corporation"). Each share of BMC Common Stock that is outstanding immediately before the Effective Time will, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be converted into the right to receive the Merger Consideration.

1.3 Merger Consideration. Each one thousand (1,000) shares of BMC Common Stock outstanding immediately before the Effective Time will be converted into the right to receive approximately two thousand two hundred twenty-six (2,226) shares of SE Door Common Stock, which SE Door shall have issued. The exact number of shares of SE Door Common Stock to be issued to the Shareholders of BMC Common Stock, together with any additional consideration required, shall be determined prior to the Effective Time.

1.4 Surviving Corporation. The Surviving Corporation (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time, (ii) shall be subject to all actions previously taken by its and BMC's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of BMC in the manner as more fully set forth of the FBCA, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of BMC in the same manner as if CNC had itself incurred them, as more fully provided under the applicable provisions of the FBCA.

1.5 Surrender and Cancellation of Certificates. Promptly after the Effective Time, each of the Shareholders of BMC shall surrender any certificates representing shares in BMC and shall be entitled to receive a certificate representing the number of shares of SE Door Common Stock into which such shares of BMC Common Stock shall have been converted pursuant to the provisions of Section 1.3.

1.6 No Fractional Shares. No certificates evidencing fractional shares of SE Door Common Stock shall be issued in the Merger, and such fractional share interests will not entitle the owner thereof to any rights as a shareholder of SE Door. In lieu of a fractional share, SE Door will pay each holder of shares of BMC Common Stock who would otherwise have been entitled to a fraction of a share of SE Door Common Stock upon surrender of the certificates therefor an amount of cash (without interest) determined by multiplying (a) the Closing Sale Price by (b) the fractional share interest in SE Door Common Stock to which such holder would otherwise be entitled.

1.7 Treasury Shares. At the Effective Time, each share of BMC Common Stock or other capital stock of BMC held in the treasury of BMC immediately before the Effective Time will be canceled and extinguished without any conversion thereof and no payment will be made with respect thereto.

1.8 Stock Transfer Books. At the Effective Time, the stock transfer books of BMC will be closed and there will be no further registration of transfers of BMC Common Stock or other securities thereafter on the records of BMC.

1.9 Closing. The closing of the Merger (the "Closing") shall take place at the offices of William J. Kananack, Esq., 1825 Riverview Drive, Melbourne, FL 32901 at 2:00 p.m. local time on September 28, 2006, or at such other place and time as CNC, SE Door and BMC may agree (the "Closing Date").

1.10 Subsequent Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to, or under any of the rights, properties or assets of BMC acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation are authorized to execute and deliver, in the name and on behalf of BMC, or otherwise, all such deeds, bills of sale, assignments and assurances, and to take and do, in the name and on behalf of BMC, or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out the purposes of this Agreement. SE Door and the Surviving Corporation shall take

any action considered necessary or desirable to vest, perfect, or confirm of record or otherwise the Shareholders' ownership of the SE Door Common Stock or other Merger Consideration.

1.11 Articles of Incorporation; Bylaws of the Surviving Corporation. At the Effective Time, CNC's Articles of Incorporation, as in effect immediately prior to the Effective Time, and CNC's Bylaws, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and the Bylaws of the Surviving Corporation at and after the Effective Time (until amended as provided by law and by such Articles of Incorporation and Bylaws).

1.12 Unregistered Shares/Legends. The Shareholders have been informed that the SE Door Common Stock conveyed hereunder as Merger Consideration has not been registered under the Securities Act of 1933, as amended (the "Securities Act") and that there will be placed on the certificates for such shares, or any substitution therefor, the following legends:

"The securities represented by this certificate have been issued without registration under the Securities Act of 1933 (the "Act") or any state securities laws. They may not be sold, assigned, pledged or otherwise transferred for value unless they are registered under the Act and any applicable state securities laws, or the Corporation receives an opinion of counsel satisfactory to it, or otherwise satisfies itself, that registration is not required."

1.13 Tax Consequences. It is intended by the Parties that the Merger shall constitute a reorganization within the meaning of 368(a) of the Code. The Parties intend that the separation of CNC from SE Door will be treated as a tax-free transaction under Section 355 of the Code.

ARTICLE II

FURTHER AGREEMENTS

2.1 Employees. CNC shall offer substantially all of the employees of BMC continuing employment with the Surviving Corporation.

2.2 Split-Off. Concurrent with the closing of the Merger Agreement, the Parties shall enter into a Separation Agreement in substantially the form attached as Exhibit A. The split-off is being consummated in order to resolve ongoing disagreements and disputes between the Shareholders regarding the business, management and operations of SE Door and CNC. It is intended by the Parties to constitute, along with the Merger of even date, a tax-free split-off pursuant to Section 355 of the Code.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of BMC and the Shareholders. For purposes of this Agreement, “knowledge” means the actual knowledge of a Shareholder and “Material Adverse Effect” means with respect to any party hereto, a material adverse effect on the business, properties, assets, financial condition or results of operations of such party, taken as a whole, and a “Material Adverse Change” means the occurrence of an event that has resulted or could reasonably be expected to result in a Material Adverse Effect. In no event shall any of the following constitute a Material Adverse Effect or a Material Adverse Change: (i) any change in the value of the Parties between the date hereof and the Effective Time, in and of itself; (ii) effects, changes, events, circumstances or conditions generally affecting the industry in which the Parties operate or arising from changes in general business or economic conditions; and (iii) any effect resulting from compliance by the Parties with the terms of this Agreement. BMC hereby represents and warrants:

3.1.1 Organization and Status. BMC is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. BMC has all requisite corporate power and authority to own, operate and lease its property and to carry on its businesses as they are now being conducted.

3.1.2 Authority. BMC has the corporate power and authority and has taken all corporate action necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of BMC as of the Closing Date, and each of the foregoing agreements is and will be enforceable in accordance with its terms.

3.1.3 Financial Statements. BMC has disclosed and the Parties and the Shareholders have reviewed and have knowledge of the unaudited balance sheets of BMC as of December 31, 2004 and 2005 and the most recent unaudited balance sheet for 2006 (the “Current Balance Sheet”), and the related unaudited statements of operations, shareholders’ equity and cash flows (all such balance sheets and statements collectively, the “Financial Statements”).

3.1.4 Governmental Filings. To the knowledge of BMC, other than the filing of the Articles of Merger contemplated by Article I, no notices, reports or other filings are required to be made by BMC with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by BMC from, any domestic or foreign governmental or regulatory authority, agency, court, commission or other entity (“Governmental Entity”) in connection with the execution and delivery of this Agreement by BMC and the consummation by BMC of the transactions contemplated hereby.

3.1.5 No Adverse Consequences. Neither the execution and delivery of this Agreement by BMC, nor the consummation of the transactions contemplated by this Agreement will (a) result in the creation or imposition of any lien, charge, encumbrance or restriction on any of the assets or properties of BMC, (b) violate any provision of the Articles of Incorporation or Bylaws of BMC, (c) violate any statute, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority applicable to BMC, or (d) either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for termination of, accelerate the performance required by, accelerate the maturity of any indebtedness or obligation under, result in the breach of the terms, conditions or provisions of or constitute a default under any mortgage, deed of trust, indenture, note, bond, lease, license, permit or other agreement, instrument or obligation to which BMC is a party or by which any of them are bound, in each case which would have a Material Adverse Effect on BMC or the Surviving Corporation.

3.1.6 Undisclosed Liabilities. Except for liabilities or obligations which were incurred after December 31, 2005 in the ordinary course of business and of a type and in an amount consistent with past practices, BMC has no material liability or obligation (whether absolute, accrued, contingent or otherwise, and whether due or to become due) which is not accrued, reserved against, or identified in the Current Balance Sheet and which is required to be accrued in accordance with GAAP.

3.1.7 Litigation. BMC has no knowledge that any litigation, proceeding or governmental investigation is pending or threatened against or relating to BMC, its officers or directors in their capacities as such, or any of BMC's properties or businesses.

3.1.8 Employment Matters. BMC is and has been in compliance with all applicable laws regarding employment and employment practices, terms and conditions of employment, wages and hours and is not and has not been engaged in any unfair labor practice.

3.1.9 Employment Agreements. Each employee of BMC is an "at-will" employee and there are no written employment, commission or compensation agreements other than "at-will" agreements between BMC and any employees.

3.1.10 Title to and Condition of Real Property/Fixed Assets. BMC does not own any real property. All Leased Real Property (including improvements thereon) is in satisfactory condition and repair consistent with its present use, and is available for immediate use in the conduct of BMC's business. To the knowledge of BMC, its operations on any Leased Real Property, and its improvements on the Leased Real Property do not violate any applicable building or zoning code or regulation of any governmental authority having jurisdiction, except where such violation would not have a Material Adverse Effect on BMC. The Leased Real Property includes all real property necessary for the conduct

of the business of BMC. BMC has good and marketable title to or leasehold interests in all of the tangible personal property used in connection with its business.

3.1.11 Intellectual Property. BMC owns, or has a valid license to use, all patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, know-how and other intellectual property necessary to or used in the conduct of the business of BMC as now conducted.

3.1.12 Insurance. All of the fire, liability, worker's compensation and other forms of insurance insuring BMC, its officers or directors, its assets or its operations (the "Policies") are valid, enforceable and in full force and effect, all premiums with respect to the Policies covering all periods up to and including the date as of which this representation is being made have been paid and no notice of cancellation or termination has been received with respect to any Policy. The Policies are sufficient for compliance with all requirements of law and agreements to which BMC is a party and provides insurance for the risks and in the amounts and types of coverage usually obtained by persons using or holding similar properties in similar businesses.

3.1.13 Permits and Licenses. BMC holds, and at all times has held, all Permits necessary for the lawful conduct of its business pursuant to all applicable statutes, laws, ordinances, rules and regulations of all governmental bodies, agencies and other authorities having jurisdiction over it or any part of its operations. BMC is in compliance in all material respects with each of the terms of its Permits.

3.1.14 Taxes. Except for such matters that are first due after the Effective Time, BMC has filed on a timely basis all federal, state, local, foreign and other returns, reports, forms, declarations and information returns required to be filed by them with respect to Taxes which relate to the business, results of operations, financial condition, properties or assets of BMC for all periods (collectively, the "Returns") and has paid on a timely basis all Taxes shown to be due on the Returns. All Returns filed are complete and accurate in all material respects and BMC owes no additional Taxes with respect to the periods covered by the Returns or for any other period.

3.1.15 Environmental Conditions. The business and assets of BMC including, without limitation the Leased Real Property, are and have been in compliance with all Environmental Laws. BMC has obtained all required permits.

3.2 Representations and Warranties of SE Door. SE Door hereby represents and warrants that:

3.2.1 Organization and Status. SE Door is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. SE Door has all requisite corporate

power and authority to own, operate and lease its property and to carry on its businesses as they are now being conducted.

3.2.2 Authority. SE Door has the corporate power and authority and has taken all corporate action necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of SE Door as of the Closing Date, and each of the foregoing agreements is and will be enforceable in accordance with its terms.

3.2.3 Financial Statements. SE Door has disclosed and the Parties and the Shareholders have reviewed and have knowledge of the Financial Statements of SE Door.

3.2.4 Governmental Filings. To the knowledge of SE Door, other than the filing of the Articles of Merger contemplated by Article I, no notices, reports or other filings are required to be made by SE Door with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by SE Door from any Governmental Entity in connection with the execution and delivery of this Agreement by SE Door and the consummation by SE Door of the transactions contemplated hereby.

3.2.5 No Adverse Consequences. Neither the execution and delivery of this Agreement by SE Door nor the consummation of the transactions contemplated by this Agreement will (a) result in the creation or imposition of any lien, charge, encumbrance or restriction on any of the assets or properties of SE Door, (b) violate any provision of the Articles of Incorporation or Bylaws of SE Door, (c) violate any statute, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority applicable to SE Door, or (d) either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for termination of, accelerate the performance required by, accelerate the maturity of any indebtedness or obligation under, result in the breach of the terms, conditions or provisions of or constitute a default under any mortgage, deed of trust, indenture, note, bond, lease, license, permit or other agreement, instrument or obligation to which SE Door is a party or by which any of them are bound, in each case which would have a Material Adverse Effect on SE Door or the Surviving Corporation.

3.2.6 Undisclosed Liabilities. Except for liabilities or obligations which were incurred after December 31, 2005 in the ordinary course of business and of a type and in an amount consistent with past practices, SE Door has no material liability or obligation (whether absolute, accrued, contingent or otherwise, and whether due or to become due) which is not accrued, reserved against, or identified in the Current Balance Sheet and which is required to be accrued in accordance with GAAP.

3.2.7 Litigation. SE Door has no knowledge that any litigation, proceeding or governmental investigation is pending or threatened against or relating to SE Door, its officers or directors in their capacities as such, or any of SE Door's properties or businesses.

3.2.8 Employment Matters. SE Door is and has been in compliance with all applicable laws regarding employment and employment practices, terms and conditions of employment, wages and hours and is not and has not been engaged in any unfair labor practice.

3.2.9 Employment Agreements. Each employee of SE Door is an "at-will" employee and there are no written employment, commission or compensation agreements other than "at-will" agreements between SE Door and any employees.

3.2.10 Title to and Condition of Real Property/Fixed Assets. SE Door does not own any real property. All Leased Real Property (including improvements thereon) is in satisfactory condition and repair consistent with its present use, and is available for immediate use in the conduct of SE Door's business. To the knowledge of SE Door, its operations on any Leased Real Property, and its improvements on the Leased Real Property do not violate any applicable building or zoning code or regulation of any governmental authority having jurisdiction, except where such violation would not have a Material Adverse Effect on SE Door. The Leased Real Property includes all real property necessary for the conduct of the business of SE Door. SE Door has good and marketable title to or leasehold interests in all of the tangible personal property used in connection with its business.

3.2.11 Intellectual Property. SE Door owns, or has a valid license to use, all patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, know-how and other intellectual property necessary to or used in the conduct of the business of SE Door as now conducted.

3.2.12 Insurance. All of the Policies of insurance are valid, enforceable and in full force and effect, all premiums with respect to the Policies covering all periods up to and including the date as of which this representation is being made have been paid and no notice of cancellation or termination has been received with respect to any Policy. The Policies are sufficient for compliance with all requirements of law and agreements to which SE Door is a party and provides insurance for the risks and in the amounts and types of coverage usually obtained by persons using or holding similar properties in similar businesses.

3.2.13 Permits and Licenses. SE Door holds, and at all times has held, all Permits necessary for the lawful conduct of its business pursuant to all applicable statutes, laws, ordinances, rules and regulations of all governmental bodies, agencies and other authorities having jurisdiction over it or any part of its operations. SE Door is in compliance in all material respects with each of the terms of its Permits.

3.2.14 Taxes. Except for such matters that are first due after the Effective Time, SE Door has filed on a timely basis all Returns and has paid on a timely basis all Taxes shown to be due on the Returns. All Returns filed are complete and accurate in all material respects and SE Door owes no additional Taxes with respect to the periods covered by the Returns or for any other period.

3.2.15 Environmental Conditions. The business and assets of SE Door including, without limitation, the Leased Real Property are and have been in compliance with all Environmental Laws. SE Door has obtained all required permits.

4.2 Representations and Warranties Relating to CNC. CNC hereby represents and warrants:

3.3.1 Organization and Status. CNC is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. CNC is a wholly owned subsidiary of SE Door and has all requisite corporate power and authority to own, operate and lease its property and to carry on its businesses as they are now being conducted.

3.3.2 Authority. CNC has the corporate power and authority and has taken all corporate action necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of CNC and as of the Closing Date, and each of the foregoing agreements is and will be enforceable in accordance with its terms.

3.3.3 Financial Statements. CNC has disclosed and the Parties and the Shareholders have reviewed and have knowledge of the Financial Statements of CNC.

3.3.4 Governmental Filings. To the knowledge of CNC, other than the filing of the Articles of Merger contemplated by Article I, no notices, reports or other filings are required to be made by CNC with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by CNC from any Governmental Entity in connection with the execution and delivery of this Agreement by CNC and the consummation by CNC of the transactions contemplated hereby.

3.3.5 No Adverse Consequences. Neither the execution and delivery of this Agreement by CNC nor the consummation of the transactions contemplated by this Agreement will (a) result in the creation or imposition of any lien, charge, encumbrance or restriction on any of the assets or properties of CNC, (b) violate any provision of the Articles of Incorporation or Bylaws of CNC, (c) violate any statute, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority applicable to CNC, or (d) either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for termination of, accelerate the performance required by, accelerate the maturity of any indebtedness or obligation under, result in the breach of the terms, conditions or provisions of or constitute a default under any mortgage, deed of trust, indenture, note,

bond, lease, license, permit or other agreement, instrument or obligation to which CNC is a party or by which any of them are bound, in each case which would have a Material Adverse Effect on CNC or the Surviving Corporation.

3.3.6 Undisclosed Liabilities. Except for liabilities or obligations which were incurred after December 31, 2005 in the ordinary course of business and of a type and in an amount consistent with past practices, CNC has no material liability or obligation (whether absolute, accrued, contingent or otherwise, and whether due or to become due) which is not accrued, reserved against, or identified in the Current Balance Sheet and which is required to be accrued in accordance with GAAP.

3.3.7 Litigation. CNC has no knowledge that any litigation, proceeding or governmental investigation is pending or threatened against or relating to CNC, its officers or directors in their capacities as such, or any of CNC's properties or businesses.

3.3.8 Employment Matters. CNC is and has been in compliance with all applicable laws regarding employment and employment practices, terms and conditions of employment, wages and hours and is not and has not been engaged in any unfair labor practice.

3.3.9 Employment Agreements. Each employee of CNC is an "at-will" employee and there are no written employment, commission or compensation agreements other than "at-will" agreements between CNC and any employees.

3.3.10 Title to and Condition of Real Property/Fixed Assets. CNC does not own any real property. All Leased Real Property (including improvements thereon) is in satisfactory condition and repair consistent with its present use, and is available for immediate use in the conduct of CNC's business. To the knowledge of CNC, its operations on any Leased Real Property, and its improvements on the Leased Real Property do not violate any applicable building or zoning code or regulation of any governmental authority having jurisdiction, except where such violation would not have a Material Adverse Effect on CNC. The Leased Real Property includes all real property necessary for the conduct of the business of CNC. CNC has good and marketable title to or leasehold interests in all of the tangible personal property used in connection with the business of CNC.

3.3.11 Intellectual Property. CNC owns, or has a valid license to use, all patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, know-how and other intellectual property necessary to or used in the conduct of the business of CNC as now conducted.

3.3.12 Insurance. All of the Policies of insurance are valid, enforceable and in full force and effect, all premiums with respect to the Policies covering all periods up to and including the date as of which this representation is being made have been paid and no notice of cancellation or termination has been received with respect to any Policy. The Policies are sufficient for compliance with

all requirements of law and agreements to which CNC is a party and provides insurance for the risks and in the amounts and types of coverage usually obtained by persons using or holding similar properties in similar businesses.

3.3.13 Permits and Licenses. CNC holds, and at all times has held, all Permits necessary for the lawful conduct of its business pursuant to all applicable statutes, laws, ordinances, rules and regulations of all governmental bodies, agencies and other authorities having jurisdiction over it or any part of its operations. CNC is in compliance in all material respects with each of the terms of its Permits.

3.3.14 Taxes. Except for such matters that are first due after the Effective Time, CNC has filed on a timely basis all Returns and has paid on a timely basis all Taxes shown to be due on the Returns. All Returns filed are complete and accurate in all material respects and CNC owes no additional Taxes with respect to the periods covered by the Returns or for any other period.

3.3.15 Environmental Conditions. The business and assets of CNC including, without limitation, the Leased Real Property are and have been in compliance with all Environmental Laws. CNC has obtained all required permits.

ARTICLE IV

COVENANTS/OTHER AGREEMENTS

4.1 Mutual Covenants. The Parties and the Shareholders mutually covenant and agree as follows:

4.1.1 Consents and Approvals. Each Party will use reasonable best efforts to secure all consents, approvals, licenses or permits which may be required in connection with the Merger, and each Party will cooperate with the other to secure all such consents, approvals, licenses or permits in a form that is satisfactory to the Parties.

4.1.2 Publicity. Except as required by law, no Party will issue any press releases or otherwise make any public statements with respect to the transactions contemplated hereby without the prior written consent of the other Parties, in each case not to be unreasonably withheld.

4.1.3 Access to Records. For a period of one (1) year from the Effective Time, upon written request and reasonable notice, each Party will make reasonable arrangements to provide any other Party with access to and the right to copy corporate and accounting records to the extent such records are required to meet tax obligations.

4.2 Brokers and Finders Fees. None of BMC, SE Door, CNC or the Shareholders have engaged the services of or have incurred any liability for brokerage or investment banking fees or

commissions in connection with this Merger. Each Party agrees to indemnify the others from and against any claim for brokerage fees, commissions, or otherwise in connection with this transaction as the result of any agreement or understanding between the indemnifying Party and any third party.

4.3 Opportunity to Consult with Counsel/Costs. The Parties acknowledge that outside counsel for BMC prepared this Agreement and reviewed its terms with each of the Parties. The Parties further acknowledge that each of them has carefully read and fully understands the provisions of this Agreement, that each of them has been advised to seek the advice of counsel, that each has had the opportunity to do so, and that each has not relied on any representations or statement, written or oral, not contained herein. SE Door and BMC shall share equally the legal fees and costs incurred in connection with this Agreement and in the preparation for and consummation of the transactions provided for herein.

ARTICLE V

CONDITIONS

5.1 Conditions to the Obligations of All Parties. The obligations of BMC, the Shareholders, SE Door, and CNC to consummate the transactions contemplated by this Agreement are subject to the fulfillment at or before the Closing of each of the following conditions, each of which may be waived by a corporate party without further approval of its shareholders:

5.1.1 Regulatory Approvals. The parties shall have made all filings and received all approvals of any governmental or regulatory agency of competent jurisdiction necessary in order to consummate the Merger, and each of such approvals shall be in full force and effect at the Closing and not subject to any condition which requires the taking or refraining from taking of any action which would have a Material Adverse Effect on BMC, CNC, the Surviving Corporation, SE Door or the Shareholders.

5.1.2 Litigation. There shall not be in effect any order, decree or injunction of a Federal or State court of competent jurisdiction restraining, enjoining or prohibiting the consummation of the transactions contemplated by this Agreement (each party agreeing to use its best efforts, including appeals to higher courts, to have any such non-final, appealable order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of the Merger.

5.1.3 Representations, Warranties and Covenants. The representations and warranties of the Parties contained in this Agreement shall be correct (a) at the date of this Agreement and (b) as of the Closing, with the same effect as though made on and as of such date, except for representations and

warranties made as of a specific date, which representations and warranties need only be true and correct as of such date, and for changes specifically contemplated by this Agreement, and SE Door, CNC and BMC shall have performed all of their respective covenants and obligations hereunder to be performed as of the Closing.

5.1.4 No Material Adverse Change. There shall have been no Material Adverse Change, or discovery of a condition or occurrence of an event, which has resulted or reasonably can be expected to result in a Material Adverse Change, in the business, properties, financial condition or results of operations of BMC, CNC or SE Door.

5.1.5 Shareholder Approval. This Merger shall have been approved by the required vote of the holders of the outstanding shares of BMC Common Stock entitled to vote thereon, CNC Common Stock entitled to vote thereon, and SE Door Common Stock entitled to vote thereon.

5.1.6 Related Agreements. All related agreements between and among the Parties shall have been signed by the Parties and the Shareholders as appropriate.

5.1.7 Director Resignations. Each person who is a director of BMC immediately prior to the Closing shall have resigned as a director of BMC effective as of the Closing.

ARTICLE VI

SURVIVAL, INDEMNIFICATION AND DISPUTES

6.1 Survival. The rights of an Indemnified Party (as hereinafter defined) to indemnification under this Article VI are its sole and exclusive remedy with respect to breach of a representation or warranty, except for claims based on fraud (misrepresentation with actual knowledge) by the other Party, which must be asserted before the first anniversary of the Effective Time. All covenants of the Parties survive this Agreement in accordance with their terms, without limitation on the damages that a Party may recover for their breach.

6.2 Scope of the Parties' Indemnification. From and after the Effective Time and subject to the limitations of this Article VI, the Parties will severally (and not jointly) indemnify and hold harmless SE Door and BMC and the Shareholders (collectively, the "Indemnified Parties") from, for and against any such losses, costs, expenses, damages and liabilities, including reasonable attorneys' fees (collectively, "Damages") incurred by an Indemnified Party by reason of or arising out of any material inaccuracy in any representation or warranty made in this Agreement or any documents, instruments or agreements executed and delivered in connection with this Agreement. The Parties further will severally (and not jointly) indemnify the Indemnified Parties for any Damages arising from a breach of a covenant set forth in this Agreement. From and after the Effective Time, the Parties shall indemnify the others

from, for and against any such losses, costs, expenses, damages and liabilities, including reasonable attorneys' fees (collectively, "Damages") incurred by reason of or arising out of any material inaccuracy in any representation or warranty or breach of a covenant made in this Agreement or any documents, instruments or agreements executed and delivered in connection with this Agreement. No party (the "Indemnifying Party") will be required to indemnify any other party (the "Indemnified Party") unless and until the aggregate of all Damages exceeds Ten Thousand Dollars (\$10,000.00) (the "Basket Amount"), in which case the Indemnifying Party will be required to indemnify the Indemnified Party for all Damages over and above the Basket Amount.

6.3 Dispute Resolution. The Parties agree to attempt to settle any claim or controversy arising out of this Agreement through good faith negotiations and mutual cooperation. If those attempts fail, then the dispute will be first submitted to a mutually acceptable neutral advisor for mediation. No Party may unreasonably withhold acceptance of such an advisor, and selection of the advisor shall be made within thirty (30) days after written notice by one party demanding such resolution. The cost of such mediation shall be shared equally by the Parties to the dispute. Any dispute, which cannot be resolved within one hundred fifty (150) days of the date of the initial demand for such mediation, shall be finally determined by the courts. The use of such a procedure shall not be construed to affect adversely the rights of any Party under the doctrines of laches, waiver or estoppel. Nothing in this paragraph shall prevent a Party from resorting to judicial proceedings if: (i) good faith efforts to resolve a dispute under these procedures have been unsuccessful; or (ii) interim resort to a court is necessary to prevent serious and irreparable injury to a Party or to others.

6.4 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of laws principles. The courts of Brevard County, Florida, or the District Court for the Middle District of Florida, as appropriate, shall be the venue in connection with any action in connection with or arising out of this Agreement.

6.5 Attorneys' Fees. In the event of any dispute or litigation with respect to the operation or construction of this Agreement, the prevailing party shall be reimbursed by the other Party for all reasonable expenses including attorneys' fees.

ARTICLE VII

MISCELLANEOUS AND GENERAL

7.1 Payment of Expenses. Except as otherwise expressly provided herein, the Parties have agreed to share equally all expenses incurred in connection with this Agreement, including but not limited to legal and accounting fees.

7.2 Entire Agreement. This Agreement, including the schedules and the exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof.

7.3 Assignment. This Agreement shall not be assignable without the prior written consent of each of the Parties.

7.4 Binding Effect; No Third Party Benefit. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, subject to the restrictions on assignment contained in Section 7.3.

7.5 Waiver of Conditions. The conditions to each of the Parties' obligations to consummate the Merger may be waived by such party in whole or in part to the extent permitted by applicable law; provided, however, that any waiver by a Party must be in writing.

7.6 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

7.7 Captions. The article, section and paragraph captions herein are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

7.8 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, certified or registered mail with postage prepaid, or sent by telex, telegram or facsimile as follows

If to CNC

CNC Cabinet Components, Inc.
560 Distribution Drive
W. Melbourne, Florida 32904
Attention: Douglas G. Robertson, President

If to SE Door

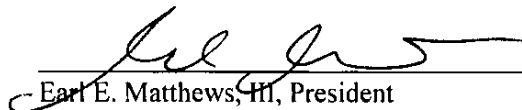
Southeast Door & Trim, Inc.
7685 Progress Circle
W. Melbourne, FL 32904
Attention: Earl E. Matthews, III, President

or to such other person or address as any party shall specify by notice in writing. All such notices, requests, demands, waivers and communications shall be deemed to have been received on the date of delivery or on the third business day after the mailing thereof.

7.9 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

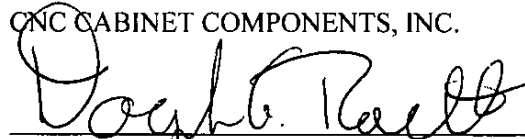
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first herein above written.

SOUTHEAST DOOR & TRIM, INC.



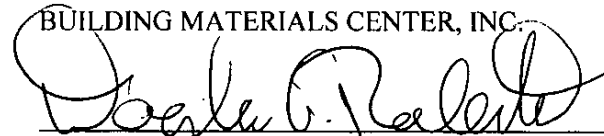
Earl E. Matthews, III, President

CNC CABINET COMPONENTS, INC.




Douglas G. Robertson, President

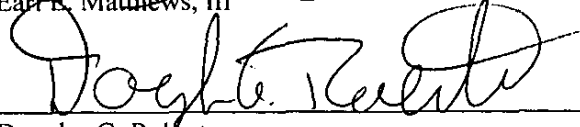
BUILDING MATERIALS CENTER, INC.



Douglas G. Robertson, President

SHAREHOLDERS



Earl E. Matthews, III


Douglas G. Robertson

EXHIBITS

Exhibit A--Separation Agreement

EXHIBIT A

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT, dated as of September 28, 2006 is made by and among Southeast Door & Trim, Inc., Inc., a Florida corporation, 7685 Progress Circle, W. Melbourne, FL 32904 ("SE Door"), CNC Cabinet Components, Inc., 560 Distribution Drive, W. Melbourne, FL 32904 ("CNC"), Earl E. Matthews, III, 7685 Progress Circle, W. Melbourne, FL 32904 ("Matthews") and Douglas G. Robertson, 560 Distribution Drive, W. Melbourne, FL 32904 ("Robertson"), together the "Shareholders." SE Door and the Shareholders are sometimes referred to as the "Parties."

RECITALS

WHEREAS, each of the Shareholders is the owner of fifty percent (50%) of the issued and outstanding stock of SE Door and Matthews is its chief executive officer;

WHEREAS, CNC is a wholly owned subsidiary of SE Door and Robertson is its chief executive officer;

WHEREAS, the Shareholders have owned and continuously operated SE Door, since April 30, 1990, and CNC since February 17, 1998 (the "Period of Ownership");

WHEREAS, the Shareholders have certain disagreements and disputes regarding the present and future business, management and operations of SE Door and CNC that cannot be resolved;

WHEREAS, in order to preserve the value and business of SE Door and CNC and to resolve the disagreements and disputes between the Shareholders, the Parties have agreed, concurrently with the Closing of the Merger in the related Merger Agreement of even date, to separate CNC from SE Door and to distribute the stock of CNC to Robertson in exchange for all of his shares in SE Door;

WHEREAS, CNC and SE Door will each continue to conduct their respective businesses after the Effective Date in substantially the same manner as during the Period of Ownership; and

WHEREAS, the Parties intend that the separation of CNC from SE Door will be treated as a tax-free transaction under Section 355 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound, the Parties agree as follows:

ARTICLE I

TRANSFER

1.1 Effective Date. This Agreement shall become effective concurrently with the Closing of the Merger pursuant to the Merger Agreement (the "Effective Date") of even date herewith.

1.2 Distribution of CNC Stock. On the Effective Date, subject to the execution by and compliance of the Parties with the Merger Agreement, SE Door shall assign, transfer and deliver all of the shares of CNC stock to Robertson, and in exchange, Robertson shall assign, transfer and deliver all of his shares of SE Door stock to SE Door.

1.3. Additional Consideration. SE Door shall provide additional consideration to Robertson to equalize the value of the shares of CNC to be distributed to Robertson with the value of the shares of the Corporation surrendered by him. SE Door will provide the following:

1.3.1 At Closing, SE Door will deliver a payment to Robertson in the amount of three hundred thousand dollars (\$300,000.00). The payment shall be made in immediately available federal funds drawn on a bank acceptable to Robertson.

1.3.2 SE Door will provide a complete trim package for Robertson's house on Critter Lane, West Melbourne, FL 32904, which is now under construction. The details of the trim package will be provided to SE Door by Robertson within one hundred twenty (120) days from the Effective Date. The approximate value of the trim package is fifteen thousand (\$15,000.00) dollars.

1.4. Effect of the Transaction. The transaction described in this Article I is intended by the Parties to constitute, along with the Merger of even date, a tax-free split-off pursuant to Section 355 of the Code. This transaction is being consummated in order to resolve ongoing disagreements and disputes between the Shareholders regarding the business, management and operations of SE Door and CNC. Following the transactions contemplated by this Agreement, Robertson will own one hundred percent (100%) of the issued and outstanding stock of CNC, and Matthews will own one hundred percent (100%) of the issued and outstanding stock of SE Door.

1.5. Further Assurances. The Parties agree to execute such documents and to take such steps as may be reasonably necessary for the contemplated transaction to be conducted in a tax-free manner and to carry out the purposes and intentions of this Agreement, including all stock certificates, corporate minutes and resolutions, tax and other filings, and reports and information as may be required by the Code and the laws of the State of Florida. In addition, to the extent reasonably required by any of the Parties, the others shall supply accounting work papers, tax and other information to allow the others to prepare financial statements, tax returns, and related documents.

ARTICLE II

REPRESENTATION AND WARRANTIES OF SE DOOR

2.1 SE Door represents and warrants to Robertson and CNC, with knowledge that Robertson is relying on such representations and warranties as an inducement to enter into this Agreement:

2.1.1 Organization and Status. SE Door is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has all requisite corporate power and authority to carry on its businesses of SE Door as they are now being conducted.

2.1.2 Authority. SE Door has the full power and authority to enter into this Agreement and to carry out and perform the terms and provisions hereof. The execution, delivery and consummation of this Agreement and each of the other documents contemplated or required by this transaction have been duly authorized by the Board of Directors of SE Door.

2.1.3 Ownership of Stock. SE Door has twenty four thousand four hundred fifty-two (24,452) issued and outstanding shares of stock. Prior to the Effective Date, ten thousand (10,000) shares were owned by Matthews and ten thousand (10,000) shares were owned by Robertson. Four thousand four hundred fifty-two (4,452) shares were issued in contemplation of the Merger. Two thousand two hundred twenty-six (2,226) shares were issued to each of Matthews and Robertson. SE Door does not have any other class of shares, treasury shares, or subscriptions, warrants, options or rights of any nature whatever requiring the issuance of any additional shares of SE Door of any kind to anyone. CNC has two thousand (2,000) issued and outstanding shares of stock all of which are owned by SE Door.

2.1.4 Absence of Conflicting Agreements or Required Consents. The execution, delivery and consummation of the terms of this Agreement are not prohibited by and will not conflict with, breach or cause an event of default, or permit or cause an acceleration of any obligation of SE Door, under the Articles of Incorporation, Bylaws, or any agreements or instruments to which SE Door is now a party or is otherwise subject.

2.1.5 Operation in the Ordinary Course. Immediately after the corporate separation provided for herein, SE Door will operate the business of SE Door in the ordinary course and there is no present plan by SE Door to merge, sell, or otherwise dispose of any of its assets or business, other than that provided in the Merger Agreement of even date, except in the ordinary course of its business.

ARTICLE III

REPRESENTATION AND WARRANTIES OF ROBERTSON

3.1 Robertson represents and warrants to SE Door, with knowledge that SE Door is relying on such representations and warranties as an inducement to enter into this Agreement:

3.1.1 Authority. Robertson has the full power and authority to enter into this Agreement, to deliver the SE Door stock and to carry out and perform the terms and provisions hereof.

3.1.2 Ownership of Stock. Prior to the Effective Date, Robertson owned ten thousand (10,000) of the issued and outstanding shares of stock of SE Door. As a result of the Merger, Robertson owns twelve thousand two hundred twenty-six (12,226) shares of SE Door stock.

3.1.3 Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance, the consummation of the transactions contemplated by this Agreement, and the compliance with the terms and conditions of this Agreement will not result in any violation, or be in conflict with, or constitute a default under any contract, agreement, documents or obligations by which Robertson is bound.

ARTICLE IV

FURTHER AGREEMENTS

4.1 Mutual Release. From and after the Effective Date, CNC, on the one hand, and SE Door, on the other hand, releases and forever discharges the other and each of their respective officers, directors, agents, advisors and representatives, and their respective successors and assigns (collectively "Released Parties"), of and from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, claims and liabilities whatsoever of every name and nature, both in law and in equity, which the releasing party has or ever had, which solely arise out of or relate to, in whole or in part, the corporate relationship of CNC and SE Door, including events, circumstances or actions, whether known or unknown, taken by such other Party occurring or failing to occur or any conditions existing on or prior to the Effective Date, *provided, however*, that the foregoing general release shall not apply to (a) the obligations of either Party in connection with such Party's performance under this Agreement and related agreements of even date, (b) CNC liabilities incurred by authorized representatives of CNC, (b) SE Door liabilities incurred by authorized representatives of SE Door, and (c) any liability the release of which would result in the release of any person other than a Released Party.

4.2 Personal Guaranties. SE Door and CNC shall each use their best efforts to cancel any personal guaranties of Robertson and Matthews, respectively, with third parties as to the business of SE

Door and CNC. SE Door shall indemnify Robertson and CNC shall indemnify Matthews for any personal liability resulting from any such guaranty.

4.3 Waiver of Conflict. The Parties acknowledge that each of them has carefully read and fully understands the provisions of this Agreement, that each of them has been advised to seek the advice of counsel, that each has had the opportunity to do so, and that each has not relied on any representations or statement, written or oral, not contained herein.

4.4 Confidentiality Obligations of SE Door and Matthews. SE Door and Matthews agree that they will not use for the benefit of themselves or any other party or entity, without the express written consent of the owner of such information, any confidential information of CNC or Robertson, except as expressly contemplated by this Agreement.

4.5 Confidentiality Obligations of CNC and Robertson. CNC and Robertson agree that they will not use for the benefit of themselves or any other party or entity, without the express written consent of the owner of such information, any confidential information of SE Door or Matthews, except as expressly contemplated by this Agreement.

4.6 Director Resignations. Effective as of the Closing, (a) Matthews shall have resigned as a Director and officer of CNC, and (b) Robertson shall have resigned as a director and officer of SE Door.

ARTICLE V

CLOSING

5.1 Closing. The Closing ("Closing") of the transactions contemplated by this Agreement shall take place concurrently with the Merger Agreement and any related agreements at the offices of William J. Kananack, Esq., 1825 Riverview Drive, Melbourne, FL 32901, or at such other place and time as is mutually agreed upon by the Parties.

5.2 Closing Documentation—SE Door. At the Closing, SE Door shall deliver to Robertson, as applicable, each of the following documents satisfactory in form and substance to Robertson:

- 5.2.1 a check made out to Robertson in the amount of three hundred thousand dollars (\$300,000.00);
- 5.2.2 the CNC certificates, representing the shares of CNC stock held by SE Door, duly endorsed for transfer;
- 5.2.3 the resignation of Matthews from his position as officer and director of CNC.

5.3 Closing Documentation—CNC. At the Closing, Robertson shall deliver to SE Door, as applicable, each of the following documents satisfactory in form and substance to SE Door:

- 5.3.1 the SE Door certificates, representing the shares of SE Door stock held by Robertson, duly endorsed for transfer;
- 5.3.2 the resignation of Robertson from his position as officer and director of SE Door.

ARTICLE VI

CONDITIONS OF CLOSING

- 6.1 The conditions of closing shall be as follows:
 - 6.1.1 The Closing shall take place concurrently with the Closing of the Merger Agreement and any related transactions;
 - 6.1.2 The Parties shall have delivered the closing documentation at Closing as required by the terms of this Agreement.

ARTICLE VII

INDEMNIFICATION

7.1 SE Door Indemnity. SE Door hereby agrees to indemnify and hold Robertson harmless from and against any and all actions, suits, proceedings, demands, loss, damages, judgments, costs and expenses (including, without limitation, reasonable attorney's fees) suffered by Robertson and resulting from or arising out of the breach of any representation, warranty, covenant or agreement of SE Door set forth in this Agreement.

7.2 Robertson Indemnity. Robertson hereby agrees to indemnify and hold SE Door harmless from and against any and all actions, suits, proceedings, demands, loss, damages, judgments, costs and expenses (including, without limitation, reasonable attorney's fees) suffered by SE Door and resulting from or arising out of the breach of any representation, warranty, covenant or agreement of Robertson set forth in this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Survival Terms. The warranties and representations shall survive the Closing of this Agreement and remain in full force and effect. Any other rights and obligations that by their nature should survive the Closing will remain in effect.

8.2 Expenses. Except as otherwise expressly provided herein, the Parties have agreed to share equally all expenses incurred in connection with this Agreement, including but not limited to legal and accounting fees.

8.3 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, certified or registered mail with postage prepaid, or sent by telex, telegram or facsimile as follows

If to Robertson

CNC Cabinet Components, Inc.
560 Distribution Drive
W. Melbourne, Florida 32904
Attention: Douglas G. Robertson, President

If to SE Door

Southeast Door & Trim, Inc.
7685 Progress Circle
W. Melbourne, FL 32904
Attention: Earl E. Matthews, III, President

or to such other person or address as any Party shall specify by notice in writing. All such notices, requests, demands, waivers and communications shall be deemed to have been received on the date of delivery or on the third business day after the mailing thereof.

8.4 Assignment/Successors. This Agreement shall not be assignable without the prior written consent of the Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the Parties, and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8.5 Waiver of Conditions. The conditions to each of the Parties' obligations to consummate the Merger may be waived by such party in whole or in part to the extent permitted by applicable law; provided, however, that any waiver by a Party must be in writing.

8.6 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8.7 Captions. The article, section and paragraph captions herein are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

8.8 Severability. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

8.9 Dispute Resolution. The Parties agree to attempt to settle any claim or controversy arising out of this Agreement through good faith negotiations and mutual cooperation. If those attempts fail, then the dispute will be first submitted to a mutually acceptable neutral advisor for mediation. No Party may unreasonably withhold acceptance of such an advisor, and selection of the advisor shall be made within thirty (30) days after written notice by one party demanding such resolution. The cost of such mediation shall be shared equally by the Parties to the dispute. Any dispute, which cannot be resolved within one hundred fifty (150) days of the date of the initial demand for such mediation, shall be finally determined by the courts. The use of such a procedure shall not be construed to affect adversely the rights of any Party under the doctrines of laches, waiver or estoppel. Nothing in this paragraph shall prevent a Party from resorting to judicial proceedings if: (i) good faith efforts to resolve a dispute under these procedures have been unsuccessful; or (ii) interim resort to a court is necessary to prevent serious and irreparable injury to a Party or to others.

8.10 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of laws principles. The courts of Brevard County, Florida, or the District Court for the Middle District of Florida, as appropriate, shall be the venue in connection with any action in connection with or arising out of this Agreement.

8.11 Attorneys' Fees. In the event of any dispute or litigation with respect to the operation or construction of this Agreement, the prevailing party shall be reimbursed by the other Party for all reasonable expenses including attorneys' fees.

8.12 Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and

written, among the parties hereto with respect to the subject matter hereof. No alteration, amendment, change or additions to this Agreement shall be binding upon any Party unless in writing and signed by the Party to be charged.


IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first herein above written.

SOUTHEAST DOOR & TRIM, INC.




Earl E. Matthews, III, President

CNC CABINET COMPONENTS, INC.

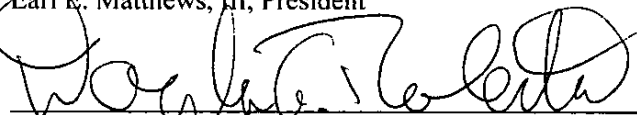


Douglas G. Robertson, President

SHAREHOLDERS



Earl E. Matthews, III, President



Douglas G. Robertson