

RESOLVED, that the form of, and the terms and conditions contained in, the Agreement of Lease, Sublease and Sublicense by and between Evans Products Company ("Evans") and the Company together with all Exhibits and other attachments thereto ("Grossman's Lease"), providing for the lease or sublease of the retail stores, and other real properties and related fixtures and equipment and a sublicense of trademarks, in such form and containing such terms and conditions as may be approved by the officer or officers executing the same, be, and the same hereby are, approved and adopted in all respects;

FURTHER RESOLVED, that the form of, and the terms and conditions contained in, a General Instrument of Transfer and Assumption Agreement between Evans and the Company (the "Transfer and Assumption Agreement") providing for the transfer of certain assets of the Evans' Retail Building Materials Group (the "Retail Group") to the Company, and the assumption by the Company of the obligations and liabilities of Evans relating to the Retail Group, and the indebtedness of Evans to Evans Financial Corp. incurred after March 15, 1984, in such form and containing such terms and conditions as may be approved by the officer or officers executing the same, be, and the same hereby is, approved and adopted in all respects;

FURTHER RESOLVED, that the form of, and the terms and conditions contained in, the Guaranty and Subordination Agreement dated by the Company for the benefit of the financial institutions listed therein, Bank of America National Trust and Savings Association, as agent, and Continental Illinois National Bank and Trust Company of Chicago, as agent (the "Grossman's Guaranty"), providing for the guaranty of certain loans to Evans and Evans Financial Corp., in such form and containing such terms and conditions as may be approved by the officer or officers executing the same, be, and the same hereby are, approved and adopted in all respects.

FURTHER RESOLVED, that the form of, and terms and conditions contained in, the Consent Agreement (the "Shawmut Consent") among the Company, Evans, Shawmut Bank of Boston, N.A. and Max Goldsmith (the "Trustees") under the Indenture of Mortgage and Deed of Trust dated as of August 15, 1977, as supplemented and amended (the "Indenture") and the Registered Owners (the "Registered Owners") of the 9% Secured Notes (the "Notes") of the Company due January 1, 1998 issued pursuant to the indenture, in such form and containing such terms and conditions as may be approved by the officer or officers executing the same, be, and the same hereby is, approved and adopted in all respects;

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