
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

March 4, 2010

Date of Report (Date of earliest event reported)

Colonial Commercial Corp.

(Exact name of Registrant as Specified in Charter)

NEW YORK

(State or other Jurisdiction of Incorporation)

1-6663

(Commission File Number)

11-2037182

(IRS Employer Identification No.)

275 WAGARAW ROAD, HAWTHORNE, NEW JERSEY

(Address of Principal Executive Offices)

07506

(Zip Code)

Registrant's Telephone Number, Including Area Code: **973-427-8224**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Credit Facility Amendment

The Company on March 4, 2010 entered into a Fourth Amendment to its credit facility with Wells Fargo Bank, National Association ("Wells Fargo").

The amendment decreased the Company's facility from \$25 million to \$20 million, decreased the inventory sublimit from \$13,500,000 to \$9,000,000 with an inventory advance rate equal to the lesser of (a) 57% of cost or fair market value or (b) 100% of liquidation value of the eligible inventory, decreased the letter of credit sublimit from \$500,000 to \$250,000 and increased seasonal overadvances in 2010 from \$500,000 to \$1,000,000. The amendment also increased the interest rate under the facility from prime plus 1.25% to three month LIBOR (as defined) plus 4.5%.

The amended facility matures on August 1, 2012.

Amendments to Certain Outstanding Notes

In connection with the Fourth Amendment:

On March 5, 2010, the Company and Goldman Associates of New York, Inc. ("Goldman Associates") amended the terms of a secured note in the principal amount of \$750,000 dated July 29, 2004 by the Company and Goldman Associates, as amended by Amendment 1, dated March 27, 2008 and Amendment 2, dated February 12, 2009 (the "Note"), to extend the maturity date from January 1, 2010 to January 1, 2011. Michael Goldman is the president and majority shareholder of Goldman Associates and is the Chairman of the Board of the Company.

On March 5, 2010, the Company and Rita Folger amended the terms of a convertible note dated July 29, 2004 in the principal amount of \$100,000, as amended by Amendment 1, dated March 27, 2008 and Amendment 2, dated February 12, 2009 (the "Note"), to extend the first maturity date and the final maturity date to January 1, 2011 so that the entire principal amount of the Note is due and payable on January 1, 2011.

On March 5, 2010, the Company and William Pagano amended the terms of a convertible note dated July 29, 2004 in the principal amount of \$100,000, as amended by Amendment 1, dated March 27, 2008 and Amendment 2, dated February 12, 2009 (the "Note"), to extend the first maturity date and the final maturity date to January 1, 2011 so that the entire principal amount of the Note is due and payable on January 1, 2011. Mr. Pagano is the Chief Executive Officer and a Director of the Company.

Amended and Restated Subordination Agreement

In connection with the Fourth Amendment, Goodman Company, L.P. and certain of its affiliates ("Goodman"), Universal Supply Group, Inc., a wholly owned subsidiary of the Company ("Universal"), and Wells Fargo entered into an Amended and Restated Subordination Agreement dated March 4, 2010 (the "Subordination Agreement"). Goodman is a supplier to the Company.

The Subordination Agreement provides that not later than June 30, 2010, Goodman will convert up to \$2 million of designated amounts then owed to it by Universal into a secured term note that accrues interest payable monthly at 8% per annum and is payable in monthly principal installments over a two-year period beginning five months after the date of the note.

The Subordination Agreement also sets forth among other things the relative priorities of the security interests of Wells Fargo and Goldman in the assets of the Company.

Copies of Documents and Qualification by Reference

The foregoing descriptions are qualified in their entirety by reference to the agreements and instruments, copies of which are attached hereto or are incorporated herein as exhibits. All such exhibits are incorporated into this Item 1.01 by reference.

ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT

The information set forth in Item 1.01 is incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit No.	Description
10.01	Secured Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and Goldman Associates of New York, Inc., incorporated herein by reference from Exhibit 4.5 to the Company's Form 10-Q filed on August 16, 2004.
10.02	Amendment No. 1 dated March 27, 2008 to the Secured Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and Goldman Associates of New York, Inc., incorporated herein by reference from Exhibit 10.14(d) to the Company's Form 10-K filed on March 31, 2008.
10.03	Amendment No. 2 dated February 12, 2009 to the Secured Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and Goldman Associates of New York, Inc., incorporated herein by reference from Exhibit 10.03 to the Company's Form 8-K filed on February 13, 2009.
10.04	Amendment No. 3 dated March 5, 2010 to the Secured Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and Goldman Associates of New York, Inc., filed herewith.

- 10.05 Convertible Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and Rita Folger, incorporated herein by reference from Exhibit 4.2 to the Company's Form 10-Q filed on August 16, 2004.
- 10.06 Amendment No. 1 dated March 27, 2008 to the Convertible Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and Rita Folger, incorporated herein by reference from Exhibit 10.13(c) to the Company's Form 10-K filed on March 31, 2008.
- 10.07 Amendment No. 2 dated February 12, 2009 to the Convertible Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and Rita Folger, incorporated herein by reference from Exhibit 10.06 to the Company's Form 8-K filed on February 13, 2009.
- 10.08 Amendment No. 3 dated March 5, 2010 to the Convertible Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and Rita Folger, filed herewith.
- 10.09 Convertible Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and William Pagano, incorporated herein by reference from Exhibit 4.2 to the Company's Form 10-Q filed on August 16, 2004.
- 10.10 Amendment No. 1 dated March 27, 2008 to the Convertible Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and William Pagano, incorporated herein by reference from Exhibit 10.13(d) to the Company's Form 10-K filed on March 31, 2008.
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- 10.11 Amendment No. 2 dated February 12, 2009 to the Convertible Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and William Pagano, incorporated herein by reference from Exhibit 10.09 to the Company's Form 8-K filed on February 13, 2009.
- 10.12 Amendment No. 3 dated March 5, 2010 to the Convertible Note Payable dated as of July 29, 2004 by and between Colonial Commercial Corp. and William Pagano, filed herewith.
- 10.13 Credit Security Agreement dated July 28, 2004 between American/Universal Supply, Inc., The RAL Supply Group, Inc. and Universal Supply Group, Inc. to Wells Fargo Business Credit, Inc. ("Credit Security Agreement"), incorporated herein by reference from Exhibit 10.1 to the Company's Form 10-Q filed on August 16, 2004.
- 10.14 First Amendment to the Credit Security Agreement, incorporated herein by reference from Exhibit 10.02 to the Company's Form 8-K filed on June 27, 2006.
- 10.15 Second Amendment to the Credit Security Agreement, incorporated herein by reference from Exhibit 10.08 to the Company's Form 8-K filed on September 14, 2007.
- 10.16 Third Amendment to the Credit Security Agreement, incorporated herein by reference from Exhibit 10.03 to the Company's Form 10-Q filed on November 13, 2009.
- 10.17 Fourth Amendment to the Credit and Security Agreement, filed herewith.
- 10.18 Amended and Restated Subordination Agreement dated March 4, 2010 by and among Goodman Company, L.P., Goodman Manufacturing Company, L.P. and Goodman Sales Company, Universal Supply Group, Inc. and Wells Fargo Bank, National Association, filed herewith.
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COLONIAL COMMERCIAL CORP.

(Registrant)

Date: March 10, 2010

/s/ William Salek

William Salek

Chief Financial Officer

INDEX TO EXHIBITS

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Amendment No. 3 to that certain Secured Note dated as of July 29, 2004 in the principal sum of \$750,000, as amended by Amendment 1, dated March 27, 2008 and Amendment 2, dated February 12, 2009 (“Note”).

For good and valuable consideration, the parties to the Note amend the Note to extend the Maturity Date from January 1, 2010 to January 1, 2011.

Except as set forth above, the Note is hereby ratified and confirmed in all respects.

Dated: March 5, 2010

Colonial Commercial Corp.

By: /s/ William Pagano
Name: William Pagano, Chief Executive Officer

Subsidiaries that are “Grantors of a Security Interest” under the Note:

Universal Supply Group, Inc.

By: /s/ William Pagano
Name: William Pagano, President

The RAL Supply Group, Inc.

By: /s/ William Pagano
Name: William Pagano, Executive Vice President

Confirmed:

Goldman Associates of New York, Inc.

By: /s/ Michael Goldman
Name: Michael Goldman, President

Amendment No. 3 to that certain Convertible Note dated as of July 29, 2004 in the principal sum of \$100,000, as amended by Amendment 1, dated March 27, 2008 and Amendment 2, dated February 12, 2009 ("Note").

For good and valuable consideration, the parties to the Note amend the Note to extend the First Maturity Date and the Final Maturity date to January 1, 2011 so that the entire Principal Sum is due and payable on January 1, 2011.

Except as set forth above, the Note is hereby ratified and confirmed in all respects.

Dated: March 5, 2010

Colonial Commercial Corp.

By: /s/ William Pagano

Name: William Pagano, Chief Executive Officer

/s/ Rita Folger

Rita Folger

Amendment No. 3 to that certain Convertible Note dated as of July 29, 2004 in the principal sum of \$100,000, as amended by Amendment 1, dated March 27, 2008 and Amendment 2, dated February 12, 2009 ("Note").

For good and valuable consideration, the parties to the Note amend the Note to extend the First Maturity Date and the Final Maturity date to January 1, 2011 so that the entire Principal Sum is due and payable on January 1, 2011.

Except as set forth above, the Note is hereby ratified and confirmed in all respects.

Dated: March 5, 2010

Colonial Commercial Corp.

By: /s/ William Salek
Name: William Salek, Chief Financial Officer

/s/ William Pagano
William Pagano

EXECUTION VERSION

FOURTH AMENDMENT, dated as of March 4, 2010 (this “Amendment”), to and under **CREDIT AND SECURITY AGREEMENT**, dated as of July 28, 2004 (as amended, modified, supplemented or restated from time to time from time to time, the “Credit Agreement”), among **THE RAL SUPPLY GROUP, INC.**, a New York corporation (both in its original capacity as a party thereto and as successor-by-merger to American/Universal Supply, Inc., a New York corporation), **UNIVERSAL SUPPLY GROUP, INC.**, a New York corporation, and **S&A SUPPLY, INC.** (formerly known as S&A Purchasing Corp.), a New York corporation (collectively, the “Borrowers”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, acting through its Wells Fargo Business Credit operating division, as successor to Wells Fargo Business Credit, Inc. (the “Lender”). Terms which are capitalized in this Amendment and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

WHEREAS, Borrowers and Colonial have made in favor of Lender that certain Guaranty By Corporations, dated as of July 28, 2004 (as amended, modified, supplemented or restated from time to time, the “Guaranty”); and

WHEREAS, the Borrower has requested that the Lender modify certain other terms of the Credit Agreement, and the Lender has agreed to the foregoing request, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Borrowers and the Lender hereby agree as follows:

Section One. Amendments to Credit Agreement. Effective upon satisfaction of the conditions precedent set forth in Section Four hereof, the Credit Agreement is hereby amended as follows:

(i) **Section 1.1. Definitions.**

(A) The following defined terms are added to Section 1.1 of the Credit Agreement in its proper alphabetical order:

“**Fourth Amendment**” means that certain Fourth Amendment, dated as of March 4, 2010, among the Borrowers and the Lender.

“**Tender Offer Debt**” means the Debt owing to each of the following Persons, as evidenced by certain promissory notes in the original principal amounts set forth opposite each such Person’s name below, each dated August 20, 2009, executed by Colonial and payable to each such Person:

Person	Tender Offer Debt
Rita Folger	\$ 100,000
Goldman Associates of New York, Inc.	\$ 171,033
John A. Hildebrandt	\$ 50,000
Paul H. Hildebrandt	\$ 90,000
William Pagano	\$ 35,000

(B) The following defined terms contained in Section 1.1 of the Credit Agreement are amended and restated as follows:

“Borrowing Base” means, with respect to any Borrower at any time, and subject to change from time to time in the Lender’s sole discretion, which discretion shall be exercised in a commercially reasonable manner, the lesser of:

- (a) the Maximum Line, minus the L/C Amount, minus the aggregate principal amount of outstanding Advances made to the other Borrowers; or
- (b) the sum of:
 - (i) eighty-five percent (85%) of such Borrower’s Eligible Accounts, plus
 - (ii) the lesser of: (A) up to fifty-seven percent (57%) of the lower of the cost or fair market value, as determined in accordance with GAAP, of such Borrower’s Eligible Inventory, but in no event to exceed Nine Million Dollars (\$9,000,000.00), minus the aggregate principal amount of outstanding Advances made to the other Borrowers pursuant to this clause (ii), or (B) up to one hundred percent (100%) of the liquidation value of such Borrower’s Eligible Inventory, net of liquidation and other related expenses, as determined by the Lender in its sole discretion, which discretion shall be exercised in a commercially reasonable manner, but in no event to exceed Nine Million Dollars (\$9,000,000.00), minus the aggregate principal amount of outstanding Advances made to the other Borrowers pursuant to this clause (ii), plus
 - (iii) the amount of the Overadvance Sublimit then in effect, minus the aggregate principal amount of outstanding Advances made to the other Borrowers pursuant to this clause (iii), minus

- (iv) the amount of the Landlord Reserve then in effect, apportioned among the Borrowers in such manner as the Lender may determine from time to time in its sole discretion, which discretion shall be exercised in a commercially reasonable manner, minus
- (v) the amount of the Availability Reserve then in effect, apportioned among the Borrowers in such manner as the Lender may determine from time to time in its sole discretion, which discretion shall be exercised in a commercially reasonable manner, minus
- (vi) the portion of the L/C Amount relating to Letters of Credit issued for such Borrower's account, plus, the aggregate L/C Amount relating to Letters of Credit issued for the other Borrowers, minus
- (vii) such other reserves as the Lender may establish from time to time in its sole discretion, which discretion shall be exercised in a commercially reasonable manner.

Notwithstanding the foregoing, in the event that dilution for all Accounts during any ninety (90) consecutive day period, expressed as a percentage, as determined by the Lender in its sole discretion, exercised in a commercially reasonable manner, pursuant to its periodic examination of the Borrowers' collateral reports and/or books and records, exceeds four percent (4%), then the Lender, in its sole discretion, may implement and maintain such reserves and/or reduce the advance percentages used in determining the Borrowing Base to adjust for such excess.

“**LIBOR**” means the rate per annum determined pursuant to the following formula:

$$\text{LIBOR} = \frac{\text{Daily Three Month LIBOR}}{100\% - \text{LIBOR Reserve Percentage}}$$

(i) “**Daily Three Month LIBOR**” means, as of any date of determination, the rate per annum for United States dollar deposits quoted by the Lender as the Inter-Bank Market Offered Rate, with the understanding that such rate is quoted by the Lender for the purpose of calculating effective rates of interest for loans making reference thereto, on such date of determination for delivery of funds on said date for a three (3) month period. The Borrowers understand and agree that (x) each change in the interest rate shall become effective each Banking Day that the Lender determines that Daily Three Month LIBOR has changed and (y) the Lender may base its quotation of the Inter-Bank Market Offered Rate upon such offers or other market indicators of the Inter-Bank Market as the Lender in its discretion deems appropriate including the rate offered for U.S. dollar deposits on the London Inter-Bank Market.

(ii) **“LIBOR Reserve Percentage”** means the reserve percentage prescribed by the Board of Governors of the Federal Reserve System (or any successor) for “Eurocurrency Liabilities” (as defined in Regulation D of the Federal Reserve Board, as amended), adjusted by the Lender for expected changes in such reserve percentage during any calendar month.

“LIBOR Advance Rate” means, with respect to all LIBOR Advances, an annual interest rate equal to the sum of LIBOR plus four and one-half of one percent (4.5%).

“Maximum Line” means Twenty Million Dollars (\$20,000,000.00).

“Overadvance Sublimit” means (i) from the period beginning on the date of the Fourth Amendment and ending on (and including) the date that is one hundred twenty (120) days thereafter, the amount of One Million Dollars (\$1,000,000.00), which amount shall be automatically reduced each week by the amount of One Hundred Thousand Dollars (\$100,000.00) on the date that is one hundred twenty-one (121) days after the date of the Fourth Amendment and on each corresponding day of each following week thereafter, until reduced to zero (-0-) and (ii) from the period beginning on April 1 and ending on July 31 of each calendar year during the term of this Agreement (other than calendar year 2010), the amount of Five Hundred Thousand Dollars (\$500,000.00), which amount shall be automatically reduced each week by the amount of One Hundred Thousand Dollars (\$100,000.00) on August 1 of such calendar year and on each corresponding day of each following week thereafter, until reduced to zero (-0-).

“Permitted Liens” means (a) Liens of carriers, warehousemen, artisans, bailees, mechanics and materialmen incurred in the ordinary course of business securing sums not overdue, (b) Liens incurred in the ordinary course of business in connection with worker’s compensation, unemployment insurance or other forms of governmental insurance or benefits, relating to employees, securing sums (A) not overdue or (B) being diligently contested in good faith provided that adequate reserves with respect thereto are maintained on the books of the applicable Borrower in conformity with GAAP, (c) Liens in favor of the Lender, (d) Liens for taxes (A) not yet due or (B) being diligently contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the applicable Borrower in conformity with GAAP provided, that, the Lien shall have no effect on the priority of Liens in favor of the Lender or the value of the assets in which the Lender has a Lien, (e) zoning restrictions, easements, licenses, or other restrictions on the use of real property or other minor irregularities in title thereto, so long as the same do not materially impair the use, value or marketability of such real estate, (f) Liens placed upon fixed assets of a Borrower which secure the payment of the purchase price thereof, not exceeding the lesser of the cost or fair market value thereof, up to Two Hundred Fifty Thousand Dollars (\$250,000) for any one purchase or Four Hundred Thousand Dollars (\$400,000) in the aggregate for all such purchases made by such Borrower during any fiscal year, but only if such Lien shall at all times be confined solely to the asset the purchase price of which was financed and only if such Lien secures only such purchase money indebtedness, (g) Liens specified on Schedule 7.1 hereto, and (h) Liens securing Subordinated Debt.

“Subordinated Debt” means (i) the Capital Infusion Debt and the Tender Offer Debt and (ii) any other Debt, including Debt for Borrowed Money, of any Borrower or Colonial, in each case, provided that such Debt and any Lien on the assets or properties of a Borrower securing such Debt is subject to a Subordination Agreement or is otherwise subordinated to the Obligations as to the right and time of payment and to the Lien of the Lender on such assets or properties in a manner and form satisfactory to the Lender in its sole discretion.

follows: (C) Paragraph (i) of the defined term “Eligible Accounts” is amended and restated in its entirety as

- (i) That portion of Accounts which is unpaid more than the earlier of (A) ninety (90) days after the original due date thereof, or (B) one hundred twenty (120) days after the invoice date thereof (without reducing such amount by the amount of any credit balances), provided, however, with respect to all Accounts that are unpaid 90 or more days after the invoice date thereof but less than 120 days after the invoice date thereof (such Accounts, the **“90 – 120 Day Accounts”**), not more than \$750,000 in the aggregate of such unpaid 90 – 120 Day Accounts, as of any date of determination, shall be deemed Eligible Accounts, provided that the aggregate amount of the 90 – 120 Day Accounts shall, to the extent applicable, be reduced by amounts described in the remaining clauses of this definition before determining the amount of such unpaid 90 – 120 Day Accounts deemed not to be Eligible Accounts under this clause (i);

(D) The following defined terms contained in Section 1.1 of the Credit Agreement shall be deleted in their entirety and all references thereto in the Credit Agreement and any other Loan Document shall be deemed to be deleted: Floating Rate, Floating Rate Advance, Interest Period, Prime Rate, Structural Sublimit and Structural Sublimit Advances.

(ii) **Section 2.17. Letters of Credit.** Section 2.17(a) of the Credit Agreement is amended and restated in its entirety as follows:

(a) The Lender may, in its sole discretion, upon any request by the Borrowing Agent therefor, cause an Issuer to issue, from the Closing Date to the Termination Date, one or more irrevocable standby or documentary letters of credit (each, a "Letter of Credit") for each Borrower's account by guaranteeing payment of such Borrower's obligations or being a co-applicant. The Lender shall not consider requests to cause an Issuer to issue any Letter of Credit if the face amount of the Letter of Credit to be issued would exceed the lesser of:

(i) \$250,000, minus the L/C Amount, or

(ii) the amount of the Borrowing Base (calculated without giving effect to clause (vi) thereof), minus all then outstanding and unpaid Advances, minus the L/C Amount then outstanding.

Each Letter of Credit, if any, shall be issued pursuant to a separate L/C Application entered into between the applicable Borrower, or the Borrowing Agent as such Borrower's agent and attorney-in-fact, and the Lender for the benefit of the Issuer, completed in a manner satisfactory to the Lender and the Issuer. The terms and conditions set forth in each such L/C Application shall supplement the terms and conditions hereof, but if the terms of any such L/C Application and the terms of this Agreement are inconsistent, the terms hereof shall control.

(iii) **Section 2.1. Revolving Advances.** Sections 2.1(a) and (b) of the Credit Agreement are amended and restated as follows:

(a) The Borrowing Agent will not request any Advance on behalf of a Borrower under this Section 2.1 if, after giving effect to such requested Advance, the sum of the outstanding and unpaid Advances made to such Borrower under this Section 2.1 would exceed such Borrower's Borrowing Base.

(b) Each request by the Borrowing Agent for an Advance from the Lender shall be made before 11:00 a.m. (New York time) of the day of the requested Advance. Requests may be made in writing or by telephone, specifying the Borrower on behalf of which such Advance is being requested, the date of the requested Advance and the amount thereof. Each request shall be made by (A) any Authorized Officer of the Borrowing Agent; or (B) any person designated as the Borrowing Agent's agent by any Authorized Officer of the Borrowing Agent in a writing delivered to the Lender; or (C) any person whom the Lender reasonably believes to be an Authorized Officer of the Borrowing Agent or such a designated agent.

(iv) **Section 2.7. Interest; Default Interest; Usury.** Section 2.7(a) of the Credit Agreement is amended and restated as follows:

(a) ***Interest.*** Except as set forth in paragraphs (b) and (c) below, the outstanding principal amount of the Advances shall bear interest at the LIBOR Advance Rate.

(v) **Section 2.9. Computation of Interest and Fees; When Interest Due and Payable.** Section 2.9 of the Credit Agreement is amended and restated as follows:

Section 2.9 Computation of Interest and Fees; When Interest Due and Payable. Interest accruing on the outstanding principal balance of the Advances and fees hereunder outstanding from time to time shall be computed on the basis of actual number of days elapsed in a year of 360 days. Interest shall be payable in arrears on the first day of each month and on the Termination Date (each an "Interest Payment Date"), or if any such day is not a Banking Day, on the next succeeding Banking Day. Interest will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of advance to the Interest Payment Date.

(vi) **Section 2.21. LIBOR Advances.** Section 2.21 of the Credit Agreement is amended and restated as follows:

Section 2.21 Taxes and Regulatory Costs. The Borrowers shall pay the Lender with respect to any LIBOR Advance, upon demand and in addition to any other amounts due or to become due hereunder, any and all (i) withholdings, interest equalization taxes, stamp taxes or other taxes (except income and franchise taxes) imposed by any domestic or foreign governmental authority and related in any manner to LIBOR, and (ii) future, supplemental, emergency or other changes in the LIBOR Reserve Percentage, assessment rates imposed by the Federal Deposit Insurance Corporation, or similar requirements or costs imposed by any domestic or foreign governmental authority or resulting from compliance by the Lender with any request or directive (whether or not having the force of law) from any central bank or other governmental authority and related in any manner to LIBOR to the extent they are not included in the calculation of LIBOR. In determining which of the foregoing are attributable to any LIBOR option available to the Borrowers hereunder, any reasonable allocation made by the Lender among its operations shall be conclusive and binding upon the Borrowers.

(vii) **Section 6.1. Reporting Requirements.** Section 6.1(d) of the Credit Agreement is amended and restated as follows:

(d) on or before December 31st of each year, the projected balance sheets and income statements for each quarter of the immediately following fiscal year, each in reasonable detail, prepared on a consolidated and consolidating basis, representing each Borrower's good faith projections and certified by each Borrower's chief financial officer as being the most accurate projections available and identical to the projections used by each Borrower for internal planning purposes, together with such supporting schedules and information as the Lender may in its discretion require, which discretion shall be exercised in a commercially reasonable manner;

(viii) **Section 7.2. Indebtedness.** Section 7.2 of the Credit Agreement is amended by adding a new clause (g) to the end thereof as follows:

(g) Subordinated Debt approved by the Lender in its sole discretion.

(ix) **Section 7.5. Indebtedness.** Section 7.5(a) of the Credit Agreement is amended and restated as follows:

(a) No Borrower shall make, and Borrowers shall cause Colonial not to make, any payments (including, without limitation, payments in connection with the exercise of any put option or right or the return of the purchase price of any securities) in respect of any Subordinated Debt, except that Borrowers or Colonial, as the case may be, may (i) other than with respect to the Subordinated Debt referred to in clause (ii) below, make regularly scheduled installments of interest thereon, and principal thereof, in each case to the extent permitted by the applicable Subordination Agreement, and in accordance with the terms of the agreements or instruments evidencing or giving rise to such Subordinated Debt as in effect on the Closing Date and (ii) with respect to the Term Note defined in that certain letter agreement dated March 4, 2010 among the Lender, Goodman Company, L.P., Goodman Manufacturing Company, L.P. and Goodman Sales Company, make payments on account of such Term Note in accordance with the terms of such letter agreement, provided that prior to making any such payment the Lender shall have received from the Borrower Agent a certificate certifying that at the time of the making of such payment and after giving effect to such payment, each of the following conditions shall have been satisfied: (x) no Event of Default has occurred and is continuing or will occur, (y) Borrowers are in compliance on a pro forma basis with the financial covenants set forth in Sections 7.18, 7.19 and 7.20, and (z) the result of the Borrowing Base minus the sum of the outstanding and unpaid Advances made to the Borrowers is not less than \$100,000; provided, further, that neither Borrowers nor Colonial shall be permitted to make any accelerated payments or prepayments of principal of such Term Note.

(x) **Section 7.17. Affiliate Transactions.** Section 7.17 of the Credit Agreement is amended and restated as follows:

Section 7.17. Affiliate Transactions. No Borrower will enter into, or be a party to, any transaction with any Affiliate except (i) in the ordinary course of and pursuant to the reasonable requirements of such Borrower's business and upon fair and reasonable terms which are no less favorable to such Borrower than would be obtained in a comparable arm's-length transaction with a Person not an Affiliate of such Borrower and (ii) each Borrower may be a party to the Tax Agreement, and so long as no Event of Default shall have occurred and be continuing, or would occur after giving effect to any such payment, the Borrowers may make payments and prepayments to Colonial pursuant to the Tax Agreement, in accordance with the terms of the Tax Agreement in effect on the Closing Date, provided that (i) at least one week prior to each such payment, the Borrowers shall have provided the Lender with their calculations of the amount to be paid and the Lender shall have given its approval in writing to such payment (such approval not to be unreasonably withheld) and (ii) the aggregate amount paid by the Borrowers to Colonial pursuant to the Tax Agreement with respect to their federal tax liability plus the aggregate amount paid by the Borrowers to Colonial on account of management fees for any fiscal year shall not exceed the lesser of (x) \$250,000 and (y) the sum of the amount of federal income taxes the Borrowers would have been required to pay, in the aggregate, if each Borrower had filed its own separate federal income tax return plus such management fees.

(xi) **Section 7.18. Tangible Net Worth.** Section 7.18 of the Credit Agreement is amended and restated as follows:

Section 7.18 Tangible Net Worth. The Borrowers shall maintain a Tangible Net Worth at all times during and at the end of the fiscal quarter ending on the date set forth below of not less than the amount set forth opposite such date, provided, that in determining compliance with this covenant, there shall be excluded from the calculation of Tangible Net Worth audit adjustments for goodwill impairment and deferred tax adjustments:

<u>Quarter Ending</u>	<u>Tangible Net Worth</u>
12/31/2009	\$ 750,000
3/31/2010	\$ 1,275,000
6/30/2010	\$ 1,578,000
9/30/2010	\$ 2,229,000
12/31/2010	\$ 2,360,000

(xii) **Section 7.19. Net Income (or Net Loss).** Section 7.19 of the Credit Agreement is amended and restated as follows:

Section 7.19 Net Income (or Net Loss). The Borrowers shall have Net Income (or Net Loss) for the fiscal year to date ending on the date set forth below of no worse than the amount set forth opposite such date, provided, that in determining compliance with this covenant, there shall be excluded from the calculation of Net Income or Net Loss, as the case may be, audit adjustments for goodwill impairment and deferred tax adjustments:

<u>Quarter Ending</u>	<u>Net Loss</u>
12/31/2009	\$ (2,270,000)
3/31/2010	\$ (1,542,000)
6/30/2010	\$ (1,189,000)
9/30/2010	\$ (388,000)
12/31/2010	\$ (85,000)

(xiii) **Section 7.20. Net Cash Flow.** Section 7.20 of the Credit Agreement is amended and restated as follows:

Section 7.20 Net Cash Flow. The Borrowers shall have Net Cash Flow for the fiscal year to date ending on the date set forth below of not less than the amount set forth opposite such date, provided, that in determining compliance with this covenant, there shall be excluded from the calculation of Net Cash Flow audit adjustments for goodwill impairment and deferred tax adjustments:

<u>Quarter Ending</u>	<u>Net Cash Flow</u>
12/31/2009	\$ (2,670,000)
3/31/2010	\$ 524,000
6/30/2010	\$ 834,000
9/30/2010	\$ 1,592,000
12/31/2010	\$ 1,725,000

(xiv) **Section 7.21. Capital Expenditures.** Section 7.21 of the Credit Agreement is amended and restated as follows:

Section 7.21 Capital Expenditures. The Borrowers, on a combined basis, will not make or incur or contract to make or incur Capital Expenditures of more than Three Hundred Fifty Thousand Dollars (\$350,000) in the aggregate during the fiscal year ending on or about December 31, 2010.

Section Two. Amendment Fee. In consideration for the waivers and amendments provided herein, the Borrowers shall pay to the Lender a non-refundable fee in the amount of \$40,000 (the "Amendment Fee"), which fee shall be fully earned, non-refundable, due and payable on the date hereof.

Section Three. Representations and Warranties. To induce the Lender to enter into this Amendment, each Loan Party warrants and represents to the Lender as follows:

(i) all of the representations and warranties contained in the Credit Agreement and each other Loan Document, in each case, after giving effect to this Amendment, continue to be true and correct in all material respects as of the date hereof, as if repeated as of the date hereof, except for such representations and warranties which, by their terms, are only made as of a previous date;

(ii) the execution, delivery and performance of this Amendment by each Borrower is within its corporate powers, has been duly authorized by all necessary corporate action on its part, and each Borrower has received all necessary consents and approvals (if any shall be required) for the execution and delivery of this Amendment;

(iii) the execution, delivery and performance by each Borrower of this Amendment, the consummation of the transactions herein contemplated and the compliance with the provisions hereof have been duly authorized by all necessary corporate action and do not and will not (A) require any consent or approval of such Borrower's stockholders; (B) require any authorization, consent, license, permit or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or any third party, except such authorization, consent, license, permit, approval, registration, declaration, filing or notice as has been obtained, accomplished or given prior to the date hereof and such filings with the Securities and Exchange Commission as are required by applicable law; (C) violate any provision of any law, rule or regulation (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System) or of any order, writ, injunction or decree presently in effect having applicability to such Borrower or of such Borrower's articles of incorporation or bylaws; result in a breach of or constitute a default under any indenture or loan or credit agreement or any other material agreement, lease or instrument to which such Loan Party is a party or by which it or its properties may be bound or affected; or (D) result in, or require, the creation or imposition of any Lien (other than in favor of the Lender) upon or with respect to any of the properties now owned or hereafter acquired by such Loan Party;

(iv) upon its execution, this Amendment shall constitute the legal, valid and binding obligation of each Borrower, enforceable against each Borrower in accordance with its terms; and

(v) no Default or Event of Default has occurred and is continuing;

Section Four. Conditions Precedent. This Amendment shall become effective upon the date on which all of the following events shall have occurred:

(i) the Lender shall have received this Amendment, duly executed by each Borrower and acknowledged by Colonial and William Pagano;

(ii) the Lender shall have received a Revolving Note in the principal amount of Twenty Million Dollars (\$20,000,000) duly executed and delivered by each Loan Party, in exchange for the Revolving Note dated September 10, 2007 in the principal amount of Twenty-Five Million Dollars (\$25,000,000);

(iii) the Lender shall have received a certificate of the secretary or assistant secretary of each Borrower, certifying (i) as true and correct a copy of resolutions adopted by Borrower's board of directors approving and authorizing the execution, delivery and performance by such Borrower of this Amendment and of the transactions contemplated herein and therein, (ii) that there have been no amendments, supplements, or other modifications to such Borrower's articles of incorporation and bylaws since the date of the closing on the Third Amendment to the Credit Agreement between Borrowers and Lender dated November 12, 2009 and that the copies of such articles of incorporation and bylaws delivered to Lender on such date as a part of the secretary's certificates of each Borrower delivered by Borrowers on such date in connection with such closing are true, correct and complete copies of such articles of incorporation and bylaws as in full force and effect on the date hereof (or, if there have been any such amendments, supplements, or other modifications to such Borrower's articles of incorporation and bylaws since the date of such closing, attaching and certifying true, correct and complete copies of such articles of incorporation and bylaws as in full force and effect on the date hereof) and (iii) the name(s) and signature(s) of one or more officers or agents of such Borrower authorized to execute and deliver this Amendment on behalf of such Borrower pursuant to the resolutions referenced in clause (i) above;

(iv) Lender shall have received an agreement with respect to the subordination of outstanding Debt in an amount equal to not less than Two Million Dollars (\$2,000,000), such agreement to be satisfactory to the Lender in its sole discretion; and

(v) Lender shall have received payment of (i) the Amendment Fee and (ii) all fees, costs and expenses (including without limitation any and all legal fees and expenses) incurred by the Lender in connection with the preparation, negotiation and closing of this Amendment and the transactions contemplated to occur hereunder (collectively, the "Amendment Fees and Expenses"), and Borrowers hereby authorize Lender to charge the Borrowers' loan account with Lender with the aggregate amount of such Amendment Fees and Expenses, and requests that Lender make one or more Advance(s) on or after the date hereof in an aggregate amount not to exceed the aggregate amount of such Amendments Fees and Expenses and that Lender disburse the proceeds of such Advance(s) in satisfaction thereof.

Section Five. General Provisions.

(i) Except as herein expressly amended, the Credit Agreement and all of the other Loan Documents are ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms as so amended. Each Borrower hereby confirms its existing pledge, assignment and grant to the Lender of a security interest and a Lien upon all of the Collateral, as security for the payment and performance of all of the Obligations. The Borrower hereby confirms that all security interests at any time granted by it to the Lender in any and all of the Borrower's property and assets, including the security interest and a Lien upon all of the Collateral, continue in full force and effect and secure and shall continue to secure the Obligations and the "Indebtedness" (as defined in the Guaranty) so long as any such Obligations and Indebtedness remain outstanding and that all Collateral subject thereto remain free and clear of any liens or encumbrances other than (i) those in favor of the Lender provided for under the Loan Documents, and (ii) other Permitted Liens. Nothing herein contained is intended to in any manner impair or limit the validity, priority and extent of the Lender's existing security interest and Lien in and upon the Collateral.

(ii) All references to the Credit Agreement in the Loan Documents shall mean the Credit Agreement as amended as of the effective date hereof, and as amended hereby and as hereafter amended, supplemented and modified from time to time.

(iii) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Lender under the Credit Agreement or any of the other Loan Documents, nor constitute a waiver of any other provision of the Credit Agreement or any of the other Loan Documents.

(iv) This Amendment embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supercedes all prior agreements, commitments, arrangements, negotiations or understandings, whether written or oral, of the parties with respect thereto.

(v) This Amendment shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of New York. The provisions of Section 9.15 of the Credit Agreement regarding consents to jurisdiction and venue, consents and waivers regarding service of process and waivers of rights to jury trial, of Section 9.7 of the Credit Agreement regarding costs and expenses and of Section 9.8 of the Credit Agreement regarding indemnities are incorporated herein by reference.

(vi) This Amendment shall be binding upon and inure to the benefit of each Borrower and Lender and their respective successors and assigns, except that no Borrower shall have the right to assign its rights hereunder or any interest herein without the Lender's prior written consent.

(vii) Any provision of this Amendment which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof

(viii) Each Borrower hereby confirms and agrees, and represents and warrants, that all Obligations (whether representing outstanding principal, accrued and unpaid interest, accrued and unpaid fees or any other Obligations of any kind or nature) currently owing by each and all Borrowers under the Credit Agreement and the other Loan Documents, as reflected in the books and records of Lender as of the date hereof, are unconditionally owing from and payable by each and all Borrowers to Lender and that Borrowers are jointly and severally indebted to Lender with respect thereto, all without any set-off, deduction, counterclaim or defense. **Each Borrower acknowledges and agrees that it has no actual or potential claim or cause of action against Lender relating to the Credit Agreement or any Loan Document and/or the Obligations arising thereunder or related thereto, in any such case arising on or before the date hereof. As further consideration for Lender's agreements to grant the amendments and accommodations set forth herein, each Borrower hereby waives and releases and forever discharges Lender and each of its officers, directors, attorneys, agents, professionals and employees (the "Released Parties") from any liability, damage, claim, loss or expense of any kind that such Borrower had, may now have or may hereafter have against any one or more of the Released Parties arising out of or relating to the Loan Documents, (including this Amendment and any documents, agreements being executed in connection herewith), any and all Advances made through the date hereof, any other Obligations heretofore made and/or now outstanding under the Loan Documents, any transactions related to any of the foregoing or contemplated by the Loan Documents and/or any other action (or failure to act) taken (or, as applicable, not taken or taken only after any delay or satisfaction of any conditions) by any of the Released Parties in connection with any of the foregoing or contemplated by the Loan Documents or in connection with the negotiation or administration thereof.**

Section Six. Acknowledgement of Guarantors. By executing this Amendment, each Borrower and Colonial (by its signature below), each in its capacity as a "Guarantor" under the Guaranty, hereby acknowledges and agrees to all the terms and provisions of this Amendment, and agrees that its obligations under the Guaranty are unaffected, undiminished and unmodified hereby, and also hereby ratifies, reaffirms and restates all of the provisions, terms and conditions, covenants, representations and warranties made and all of the obligations undertaken by such Guarantor in the Guaranty. Each Guarantor further acknowledges and agrees that the foregoing acknowledgements, agreements, ratifications and reaffirmations are being given in an abundance of caution and for the avoidance of any doubt, and that nothing contained in the foregoing is intended to limit or contradict the provisions of and agreements and waivers contained in Section 7 and 8 of the Guaranty, and further that the giving by such Guarantor of the foregoing acknowledgements, agreements, ratifications and reaffirmations shall not be interpreted or construed under any circumstances as having established a course of dealing or course of conduct binding upon the Lender in the future or otherwise creating any future obligations on the Lender to obtain any similar acknowledgements, agreements, ratifications and reaffirmations in connection with any future amendments to the Credit Agreement and/or any other Loan Document.

Section Seven. Acknowledgment of Liens by Colonial. Colonial (by its signature below), in its capacity as the “Guarantor” under the General Security Agreement dated as of July 28, 2004 (as amended, modified, supplemented or restated from time to time, the “Colonial Security Agreement”) by Colonial in favor of Lender and as the “Pledgor” under the Securities Pledge Agreement dated as of July 28, 2004 (as amended, modified, supplemented or restated from time to time, the “Colonial Pledge Agreement”), hereby confirms that all security interests at any time granted by it to the Lender in any and all of Colonial’s property and assets, including the security interest and a Lien upon all of the “Collateral” (as defined under the Colonial Security Agreement) and the “Pledged Collateral” (as defined under the Colonial Pledge Agreement) (collectively, the “Colonial Collateral”), continue in full force and effect and secure and shall continue to secure the Obligations and the “Indebtedness” (as defined under the Guaranty) and the “Indebtedness” (as defined under the Colonial Security Agreement) so long as any such Obligations and Indebtedness remain outstanding and that all Colonial Collateral subject thereto remain free and clear of any liens or encumbrances other than (i) those in favor of the Lender provided for under the Loan Documents and (ii) other Liens expressly permitted under the Colonial Security Agreement and the Colonial Pledge Agreement. Nothing herein contained is intended to in any manner impair or limit the validity, priority and extent of the Lender’s existing security interest and Lien in and upon the Colonial Collateral.

Section Eight. Acknowledgement of Guarantors. By executing this Amendment, each Borrower and William Pagano (by his signature below), each in its/its capacity as a party (in such capacity, a “Support Party”) to that certain Support Agreement dated as of July 28, 2004 (as amended, modified, supplemented or restated from time to time, the “Support Agreement”) among Borrowers, Mr. Pagano and Lender, hereby acknowledges and agrees to all the terms and provisions of this Amendment, and agrees that its obligations under the Support Agreement are unaffected, undiminished and unmodified hereby, and also hereby ratifies, reaffirms and restates all of the provisions, terms and conditions, covenants, representations and warranties made and all of the obligations undertaken by such Support Party under the Support Agreement. Each Support Party further acknowledges and agrees that the foregoing acknowledgements, agreements, ratifications and reaffirmations are being given in an abundance of caution and for the avoidance of any doubt, and that nothing contained in the foregoing is intended to limit or contradict the provisions of and agreements and waivers contained in the Support Agreement, and further that the giving by such Support Party of the foregoing acknowledgements, agreements, ratifications and reaffirmations shall not be interpreted or construed under any circumstances as having established a course of dealing or course of conduct binding upon the Lender in the future or otherwise creating any future obligations on the Lender to obtain any similar acknowledgements, agreements, ratifications and reaffirmations in connection with any future amendments to the Credit Agreement and/or any other Loan Document.

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IN WITNESS WHEREOF, the Loan Parties and the Lender have signed below to indicate their agreement with the foregoing and their intent to be bound thereby.

THE RAL SUPPLY GROUP, INC.

By: /s/ William Pagano
William Pagano
Executive Vice President

UNIVERSAL SUPPLY GROUP, INC.

By: /s/ William Pagano
William Pagano
President

S&A SUPPLY, INC.

By: /s/ William Pagano
William Pagano
President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
acting through its Wells Fargo Business Credit operating division

By: /s/ Joseph Mullen
Joseph Mullen
Vice President

ACKNOWLEDGED AND AGREED TO:

COLONIAL COMMERCIAL CORP.

By: /s/ William Pagano
William Pagano
Chief Executive Officer

/s/ William Pagano
WILLIAM PAGANO

Signature Page to Fourth Amendment

Wells Fargo Bank, National Association
119 West 40th Street
New York, New York 10018

March 4, 2010

Goodman Company, L.P.
Goodman Manufacturing Company, L.P.
Goodman Sales Company
5151 San Felipe, Suite 500
Houston, Texas 77056

Re: Amended and Restated Subordination Agreement

Ladies and Gentlemen:

This letter agreement (this “**Agreement**”) amends and restates in its entirety that certain letter agreement dated August 9, 2005 among **Goodman Company, L.P., Goodman Manufacturing Company, L.P. and Goodman Sales Company** (collectively referred to herein as “**Consignor**”), **Universal Supply Group, Inc.** (“**Company**”) and **Wells Fargo Bank, National Association** (“**Wells Fargo**”).

We understand that Consignor has entered into arrangements with Company pursuant to which Consignor has agreed, under certain conditions, to (a) deliver certain goods to Company, from time to time, on a consignment basis, for sale by Company in the ordinary course of its business and (b) sell certain other goods to Company, from time to time (all goods purchased by Company from Consignor, whether purchased directly without having ever been on consignment, or whether first delivered to Company on a consignment basis and then purchased by Company from Consignor pursuant to and in accordance with the agreements between Company and Consignor, are collectively referred to herein as the “**Purchased Inventory**”). All goods delivered to Company on a consignment basis that have not been purchased by Company from Consignor pursuant to and in accordance with the agreements between Company and Consignor are herein referred to as the “**Consignment Inventory**”. The obligation of Company to pay Consignor for the Purchased Inventory is secured by a security interest in favor of Consignor in the Purchased Inventory and all accounts receivable of Company and other proceeds arising from the sale by Company of such Purchased Inventory (collectively, the “**Collateral**”).

Wells Fargo has entered into a financing arrangement with Company (the “**Wells Fargo Facility**”). In connection therewith, all obligations, liabilities and indebtedness of Company from time to time owing to Wells Fargo are secured by a security interest in favor of Wells Fargo in all of the personal property and assets of Company, including, without limitation, all of the Collateral. For the sake of clarity, Wells Fargo and Consignor hereby agree that (i) Wells Fargo does not and shall not have a security interest or any other lien, encumbrance or interest on or in any of the Consignment Inventory or the proceeds of any Consignment Inventory and (ii) for purposes of this Agreement, proceeds of Consignment Inventory shall not include any proceeds arising from the sale of Purchased Inventory. Further, notwithstanding anything to the contrary herein, Consignor shall have a first priority security interest in Company’s rights to any price protection payments, rebates, discounts, credits, factory holdbacks, incentive payments, co-operative advertising credits and other amounts which at any time are due Company with respect to, or in connection with, the Consignment Inventory or the Purchased Inventory. As a condition to its agreeing to continue to make loans to Company based upon the value of the inventory purchased by Company from Consignor and the accounts receivable of Company arising from the sale thereof, Wells Fargo has required that Consignor enter into this Agreement to set forth the relative interests of the parties with respect to the Collateral.

Wells Fargo and Consignor each hereby acknowledge and agree as follows:

1. The Consignment Inventory is and shall remain the property of Consignor until such time as such Consignment Inventory is purchased by Company from Consignor pursuant to and in accordance with Company's agreements with Consignor as in effect from time to time, at which time title to the purchased items of Consignment Inventory shall be transferred to Company. Wells Fargo shall not have or assert any interest in any Consignment Inventory that has not been purchased by Company from Consignor pursuant to and in accordance with the aforementioned agreements between Company and Consignor or in any proceeds of such Consignment Inventory. For purposes of clarity, any and all goods for which title has not passed to Company pursuant to and in accordance with Company's agreements with Consignor shall be considered Consignment Inventory for purposes of this Agreement.

2. Any sales of Purchased Inventory by Company shall be for Company's account, and any accounts receivable and other proceeds created from the sale thereof shall also be the property of Company.

3. Regardless of any priority otherwise available to Consignor or Wells Fargo by law or by agreement:

(a) (i) On the earlier to occur of March 31, 2010 and the date on which the aggregate unpaid balance of accounts receivable owing to Consignor that have arisen from the sale of Purchased Inventory by Consignor to Company (the "**Company Payables**") shall first equal or exceed \$2,000,000 (such earlier date, the "**Conversion Date**"), Consignor shall convert the aggregate unpaid balance of Company Payables (not to exceed \$2,000,000) to a term note (the "**Term Note**"), in substantially the form attached hereto as Exhibit A, with the date of the Term Note to be the Conversion Date and the original principal amount of the Term Note to be equal to the lesser of (x) \$2,000,000 or (y) the aggregate unpaid balance of Company Payables on the Conversion Date. Company shall sign the Term Note and provide it to Consignor. Company shall not be permitted to prepay the Term Note or amend or modify any provisions of the Term Note without the prior written consent of Wells Fargo, such consent not to be unreasonably withheld. Any lien or security interest that Consignor may now hold or at any time hereafter acquire in any or all of the Collateral prior to the Conversion Date and, after the Conversion Date, securing Company's obligations to Consignor under the Term Note shall be subordinate to the security interest of Wells Fargo therein. Subject to Section 3(a)(ii) below, Company shall make and Consignor may accept all regularly scheduled payments of principal and interest in respect of the Term Note (but no accelerated payments or prepayments of principal), on and subject to the terms and conditions set forth therein.

(ii) If at any time and from time to time Wells Fargo or Company obtains actual knowledge in the ordinary course of its business that an Event of Default (as defined in the Credit Agreement) has occurred and is continuing, then Wells Fargo or Company (as the case may be) shall thereafter send written notice of such fact (a “**Credit Agreement Default Notice**”) to Consignor to the address for Consignor identified in Section 8 below. Consignor may accept and retain all regularly scheduled payments of principal and interest in respect of the Term Note that are received by Consignor prior to Consignor’s receipt of a Credit Agreement Default Notice from Wells Fargo or Company. If Consignor receives any payment in respect of the Term Note from Company after Consignor’s receipt of a Credit Agreement Default Notice from Wells Fargo or Company, Consignor will hold the amount so received in trust for Wells Fargo and will forthwith turn over such payment to Wells Fargo in the form received (except for the endorsement thereof where necessary) for application in such manner of application as Wells Fargo may deem appropriate. For purposes hereof, “**Credit Agreement**” shall mean that certain Credit and Security Agreement, dated as of July 28, 2004, as amended to the date hereof and as further amended, supplemented, amended and restated or otherwise modified from time to time, by and among Company, The RAL Supply Group, Inc., S&A Supply, Inc. and Wells Fargo.

(b) From and after the Conversion Date, so long as the aggregate unpaid Company Payables not evidenced by the Term Note shall be less than or equal to \$1,500,000, any lien or security interest that Consignor may now hold or at any time hereafter acquire in any or all of the Collateral shall be subordinate to the security interest of Wells Fargo therein.

(c) Subject to clause (d) below, if, at any time from and after the Conversion Date, the aggregate unpaid balance of Company Payables not evidenced by the Term Note shall exceed \$1,500,000, any lien or security interest that Wells Fargo may now hold or at any time hereafter acquire in any or all of the Collateral, shall be subordinate to the security interest of Consignor therein, but only to the extent of such excess and only so long as such excess exists.

(d) If at any time and from time to time after the Conversion Date Consignor obtains actual knowledge in the ordinary course of its business, based upon Consignor’s internal books and records and sales and inventory information reported to Consignor by Company, that the aggregate unpaid balance of Company Payables not evidenced by the Term Note equals or exceeds \$1,250,000, then Consignor shall promptly thereafter (and in no event later than the business day after the day on which Consignor obtains actual knowledge of such excess) send written notice of such fact to Wells Fargo, to the following address: Wells Fargo Business Credit, 119 West 40th Street, 16th Floor, New York, New York 10018, Attn: Joseph Mullen. If Consignor fails to send said written notice to Wells Fargo promptly (and in no event later than the business day after the day on which Consignor obtains actual knowledge of such excess), then notwithstanding Section 3(c) above, Consignor’s security interest in the Collateral shall be subordinate to the security interest of Wells Fargo therein without any limitation as to amount until the date that the aggregate unpaid balance of Company Payables not evidenced by the Term Note falls below \$1,500,000. Upon the date that the aggregate unpaid balance of Company Payables not evidenced by the Term Note falls below \$1,500,000, the subordinations and priorities of Consignor and Wells Fargo set forth in Sections 3(b) and 3(c) above shall once again apply.

4. If at any time and from time to time Consignor obtains actual knowledge, based upon Consignor's internal books and records and sales and inventory information reported to Consignor by Company or any third-party bonding agent, that a "forced release," as defined in that certain Distributor Sales Agreement between Goodman Sales Company and Company, effective as of January 1, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Distributor Sales Agreement**"), or a requested release from the Bonded Program (as defined in the Distributor Sales Agreement) that is not in the ordinary course of business (e.g., in the event that Company elects to make a bulk purchase of products from Consignor pursuant to a pre-buy program or in an amount in excess of the amount required to cover bona fide sales of products by Company to third parties) has occurred, then Consignor shall promptly thereafter (and in no event later than the business day after the day on which Consignor obtains actual knowledge of any such release) send written notice of such fact to Wells Fargo via reputable overnight courier service at the address set forth in paragraph 3(d) above. If Consignor fails to send said written notice to Wells Fargo promptly (and in no event later than the business day after the day on which Consignor obtains actual knowledge of any such release), then for purposes of this Agreement only title to the product that was so released shall be deemed to have passed to Company, notwithstanding any contrary provision in the Distributor Sales Agreement, herein or in any other document, and such product shall be deemed Purchased Inventory for all purposes hereunder.

5. Subject to the express provisions of this Agreement, Wells Fargo shall have no obligation to Consignor with respect to any Collateral. Subject to the express provisions of this Agreement, Wells Fargo may, upon furnishing at least one business day's prior written notice identifying the action to be taken to Consignor at the address for Consignor identified in Section 8 below, (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Collateral, (c) demand, sue for, collect or receive any money or property at any time payable or receivable on account of or securing, any right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any account debtor or other obligor of Company, (d) prosecute, settle and receive proceeds on any insurance claims relating to the Collateral, and (e) exercise and enforce any right or remedy available to Wells Fargo with respect to the Collateral, whether available before or after the occurrence of any default, all without consent by Consignor except as specifically required by law. Subject to the express provisions of this Agreement, Wells Fargo may, upon furnishing at least one business day's prior written notice identifying the action to be taken to Consignor at the address for Consignor identified in Section 8 below, apply the proceeds of any Collateral in any order of application, and may remit or release such proceeds or any other sums or amounts to Company without being obligated to assure that any such proceeds or sums are applied to the satisfaction of Consignor's lien in any such Collateral, except as required by law. Consignor hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or agreement.

6. Consignor will not commence any action or proceeding with respect to any Collateral, will not take possession of, sell or dispose of, or otherwise deal with, any Collateral, and will not exercise or enforce any other right or remedy which may be available to Consignor with respect to any Collateral upon default, without Wells Fargo's prior written consent; provided, however, that nothing in this Agreement or otherwise shall restrict or limit Consignor's right, without Wells Fargo's consent, to collect in the ordinary course of business Company Payables, regularly scheduled payments of principal and interest in respect of the Term Note, and any other amounts owed to it from time to time by Company, including but not limited to sending collection correspondence and engaging in other collection efforts in the ordinary course, short of repossession or commencing any action or proceeding against Company. In addition, and without limiting the generality of the foregoing but subject to the express provisions of this Agreement, if Company is in default under any agreement with Wells Fargo and Wells Fargo or Company intends to sell any of the Collateral to an unrelated third party outside the ordinary course of business, and if Wells Fargo has furnished at least one business day's prior written notice identifying the action to be taken to Consignor at the address for Consignor identified in Section 8 below, then Consignor shall be deemed to have consented to such sale and to have released any security interest it may have in such Collateral and to have authorized Wells Fargo or its agents to file partial releases (and any related financing statements) with respect to such Collateral.

7. 1) Subject to the express provisions of this Agreement, but otherwise notwithstanding any lien or security interest now held or hereafter acquired by Consignor, Wells Fargo may, upon furnishing at least one business day's prior written notice identifying the action to be taken to Consignor at the address for Consignor identified in Section 8 below, take possession of, sell, dispose of, and otherwise deal with all or any part of the Collateral, and may enforce any right or remedy available to it with respect to Company or the Collateral, all without consent of Consignor except as specifically required by applicable law.

(b) Subject to the express provisions of this Agreement, all proceeds received by Wells Fargo with respect to any Collateral shall be applied, first, to pay or reimburse Wells Fargo for all costs and expenses (including reasonable attorneys' fees) incurred by Wells Fargo in connection with the collection of such proceeds.

8. If Consignor sends Company a notice of default due to a material default under the terms of the Distributor Sales Agreement or the Consignment and Security Agreement, dated as of May 13, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “**Consignment and Security Agreement**”), among Company and Consignor, Consignor shall contemporaneously provide a copy of said notice of default to Wells Fargo to the address for Wells Fargo set forth above. If Wells Fargo sends Company a notice of default due to a material default under the Wells Fargo Facility, the Credit Agreement or the documentation evidencing or associated with the Wells Fargo Facility or the Credit Agreement, Wells Fargo shall contemporaneously provide a copy of said notice of default to Consignor via reputable overnight courier service, to the following address: 5151 San Felipe, Suite 500, Houston, TX 77056, Attn: Associate General Counsel.

9. If, following a material default by Company under its agreement(s) with Consignor or Wells Fargo, notice of which default has been provided by Consignor or Wells Fargo, as the case may be, to the other party hereto pursuant to Section 8 above, Consignor or Wells Fargo receives any payment on the Collateral as to which such party’s lien has been subordinated to the other party under the provisions of Section 3 above, Consignor or Wells Fargo, as the case may be, will hold the amount so received in trust for the other party and will forthwith turn over such payment to the other party in the form received (except for the endorsement thereof where necessary) for application in such manner of application as such other party may deem appropriate. In the event of any conflict between this Section 9 and the provisions of Section 3(a)(i) or (ii) above, Section 3(a)(i) or (ii) above, as the case may be, shall control.

10. This Agreement shall constitute a continuing agreement of subordination, and Wells Fargo may, without the consent of Consignor, but upon furnishing at least one business day’s prior written notice identifying the action to be taken to Consignor at the address for Consignor identified in Section 8 above, modify any term of the Wells Fargo Facility in reliance upon this Agreement. Without limiting the generality of the foregoing, Wells Fargo may, subject to the express provisions of this Agreement, at any time and from time to time, without the consent of Consignor but upon furnishing at least one business day’s prior written notice identifying the action to be taken to Consignor at the address for Consignor identified in Section 8 above, and without otherwise incurring responsibility to Consignor or impairing or releasing any of either party’s rights or obligations hereunder:

- (a) change the interest rate or change the amount of payment or extend the time for payment or renew or otherwise alter the terms of any obligation, liability or indebtedness owing by Company to Wells Fargo or any instrument evidencing the same in any manner;

(b) sell, exchange, release or otherwise deal with any property at any time securing payment of any obligation, liability or indebtedness owing by Company to Wells Fargo or any part thereof;

(c) release anyone liable in any manner for the payment or collection of any obligation, liability or indebtedness owing by Company to Wells Fargo or any part thereof;

(d) exercise or refrain from exercising any right against Company or any other person; and

(e) apply any sums received by Wells Fargo, by whomsoever paid and however realized (other than any sums that (i) Wells Fargo is holding in trust for Consignor pursuant to Section 9 above or (ii) are proceeds of Consignment Inventory), to the obligations, liabilities and indebtedness owing by Company to Wells Fargo in such manner as Wells Fargo shall deem appropriate.

11. Consignor shall give Wells Fargo written notice of each amendment, modification, supplement or restatement to or of any of the Distributor Sales Agreement, the Consignment and Security Agreement or any other agreement between Company and a Consignor, at least 30 days prior to the effectiveness of each such amendment, modification, supplement or restatement.

12. None of the provisions of this Agreement shall be deemed or construed to constitute or imply any commitment or obligation on the part of Wells Fargo or Consignor to make any future loans or other extensions of credit or financial accommodations to Company.

13. This Agreement shall be binding upon Wells Fargo, Consignor and their respective successors and assigns. Notice of acceptance by Wells Fargo of this Agreement or of reliance by Wells Fargo upon this Agreement is hereby waived by Consignor.

14. Wells Fargo, its successors and assigns will not require individual UCC filings for each delivery of Consignment Inventory by Consignor to Company and we agree that a one-time omnibus UCC filing referring to all after-acquired Consignment Inventory will suffice as proper notice under this provision for our purposes.

15. This Agreement may be executed in multiple counterparts and multiple originals, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Joseph Mullen
Name: Joseph Mullen
Title: Vice President

Acknowledged and agreed to this 4th day of March, 2010:

GOODMAN COMPANY, L.P.

By: Goodman Holding Company, its General Partner

By: /s/ Mark M. Dolan
Name: Mark M. Dolan
Title: V.P. Corporate Controller and Treasurer

GOODMAN MANUFACTURING COMPANY, L.P.

By: Goodman Holding Company, its General Partner

By: /s/ Mark M. Dolan
Name: Mark M. Dolan
Title: V.P. Corporate Controller and Treasurer

GOODMAN SALES COMPANY

By: /s/ Mark M. Dolan
Name: Mark M. Dolan
Title: V.P. Corporate Controller and Treasurer

UNIVERSAL SUPPLY GROUP, INC.

By: /s/ William Pagano
Name: William Pagano
Title: President

EXHIBIT A

Form of Term Note

PROMISSORY NOTE

§***

FOR VALUE RECEIVED, Universal Supply Group, Inc., a New York corporation (“*Maker*”), promises to pay to the order of Goodman Company, L.P., Goodman Manufacturing Company, L.P., and Goodman Sales Company (collectively, “*Payee*”), at 5151 San Felipe, Suite 500, Houston, Texas, 77056, the principal sum of *** U.S. Dollars (§***), in accordance with Schedule 1, which is attached hereto and incorporated by reference herein for all purposes. All amounts payable hereunder shall be paid in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Maker further promises to pay interest from the date hereof until maturity, on the aggregate unpaid principal amount hereof, in accordance with Schedule 1, at the lesser of the highest lawful rate allowed to be charged at that time under applicable law or eight percent (8%) per annum; and after maturity (whether by acceleration or otherwise) until paid, at a rate per annum equal to the lesser of the highest lawful rate allowed to be charged at that time under applicable law or eighteen percent (18%). Interest accruing after maturity shall be payable on demand. Maker shall pay default interest on each past due installment of principal and/or interest at a rate per annum equal to the lesser of the highest lawful rate allowed to be charged at that time under applicable law or eighteen percent (18%), from the due date until paid.

Maker understands that Payee may transfer this Promissory Note. Payee or anyone who takes this Promissory Note by transfer and who is entitled to receive payments under this Promissory Note will be called the “*Holder*”. This Promissory Note shall be governed by the Laws of the State of Texas.

This Promissory Note is subject to the terms and conditions of an Amended and Restated Subordination Agreement dated as of March 4, 2010, by and among Maker, Payee and Wells Fargo Bank, National Association (as it may be amended, the “Subordination Agreement”).

This Promissory Note is secured by a Consignment and Security Agreement between Maker and Payee dated as of May 13, 2005 (as it may be amended, the “Consignment and Security Agreement”), and covering and constituting a first lien on certain Collateral (as defined therein).

Notwithstanding any provisions in this Promissory Note or in any other instrument now or hereafter securing this Promissory Note or the indebtedness evidenced hereby to the contrary, in no event shall the amount of interest paid or agreed to be paid to Holder exceed an amount computed at the highest rate of interest permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision of this Promissory Note or any other instrument securing this Promissory Note or all or any part of the indebtedness evidenced hereby, at the time performance of such provision shall be due, shall involve exceeding the interest limitation validly prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, *ipso facto*, the obligation to be fulfilled shall be reduced to an amount computed at the highest rate of interest permissible under such applicable law; and if for any reason whatsoever Holder shall ever receive as interest an amount which would be deemed unlawful under such applicable law, such interest shall be automatically applied to the payment of the principal of this Promissory Note (whether or not then due and payable), and not to the payment of interest, or shall be refunded to Maker if such principal has been paid in full.

It is understood and agreed that time is of the essence under this Promissory Note and that on default in the payment of any installment of principal or interest, or any part thereof, when due the Holder hereof, on or after five (5) business days after written notice thereof to Maker, Holder, at its election, may accelerate the unpaid balance of the principal and all accrued interest due and declare the same due and payable immediately, without presentment or demand for payment of any past-due installment of principal or interest, or of any remaining unpaid balance of principal or interest and without notice of intent to accelerate the payment of the unpaid balance of the principal or all accrued interest due to any parties to this instrument. If any Maker, endorser, or guarantor or other surety hereof shall become insolvent, commit an act of bankruptcy or become the subject of an order for relief (as that term is used in the U.S. Bankruptcy Code), or if an "event of default" occurs under the Consignment and Security Agreement, or if a "Credit Agreement Default Notice" (as defined in the Subordination Agreement) has been received by the Holder, or if for any other cause the protection of the Holder, in the sole discretion of the Holder, so requires, all liabilities of the undersigned Maker to the Holder, including without limitation this Promissory Note, shall, at the option of the Holder, mature and become due and payable without demand, grace, notice, presentment for payment, and protest, all of which are hereby waived by any and all parties to this instrument. The failure of the Holder to exercise its option to accelerate the maturity of this Promissory Note shall not constitute a waiver of its right to exercise the same at any other time.

Each Maker, endorser, and guarantor or other surety of this Promissory Note does hereby waive demand, grace, notice, presentment for payment, and protest. Maker hereby waives any defense, right of set-off or other claim, which Maker may now or hereafter have against Holder.

This Promissory Note shall not be amended, modified or any obligation hereunder waived or discharged except in accordance with the terms hereof or as expressly consented to by Holder in writing. This Promissory Note may not be amended or modified except as permitted under the Subordination Agreement.

Payments under this Promissory Note may not be pre-paid, unless prepayment has been authorized pursuant to the Subordination Agreement. Holder will use authorized prepayments, if any, to reduce the amount of principal owed by Maker under this Promissory Note. If an authorized partial prepayment is made, there shall be no delays in the due dates or changes in the amounts of monthly payments unless the Holder agrees in writing to those delays or changes. Holder may require any authorized prepayment to be made on the same day that a monthly payment is due, and may also require that the amount of any authorized partial prepayment be equal to the amount of principal that would have been part of the next one or more monthly payments.

Any notice required or permitted to be given to Maker or any endorser, guarantor or other surety under this Promissory Note shall be in writing and shall be given by hand-delivering it, sending it by reputable overnight courier, or mailing it by certified mail, return receipt requested and postage prepaid, addressed to the Maker at Maker's address set forth below. Any notice required or permitted to be given to the Holder under this Promissory Note shall be in writing and shall be given by hand-delivering it, sending it by reputable overnight courier, or mailing it by certified mail, return receipt requested and postage prepaid, addressed to Holder at the address of Payee referenced above. Addresses for notice to a party may be changed by written notice to the other party as provided herein.

The Maker will pay on demand all costs and expenses of collection and enforcement of this Promissory Note to the extent not prohibited by law, including without limitation all legal expenses and attorneys' fees incurred or paid by the Holder in collecting or enforcing this Promissory Note on default.

No delay or omission on the part of the Holder in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Promissory Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

Maker: UNIVERSAL SUPPLY GROUP, INC.

By: _____

Title: President

Name: William Pagano

Maker's Address: 275 Wagaraw Road
Hawthorne, NJ 07506

SCHEDULE 1

[NOTE: this draft schedule assumes that the Conversion Date occurs on March 15, and that the amount of Company Payables on that Date is \$2,000,000. The actual schedule will be adjusted to reflect the actual Conversion Date and the amount of Company Payables on that date.]

Pymt seq. #	Due Date	Payment	Interest	Principal	Balance
	03/15/10				\$ 2,000,000.00
1	04/15/10	\$ 13,333.33	\$ 13,333.33	\$ 0.00	\$ 2,000,000.00
2	05/15/10	\$ 13,333.33	\$ 13,333.33	\$ 0.00	\$ 2,000,000.00
3	06/15/10	\$ 13,333.33	\$ 13,333.33	\$ 0.00	\$ 2,000,000.00
4	07/15/10	\$ 13,333.33	\$ 13,333.33	\$ 0.00	\$ 2,000,000.00
5	08/15/10	\$ 13,333.33	\$ 13,333.33	\$ 0.00	\$ 2,000,000.00
6	09/15/10	\$ 90,454.58	\$ 13,333.33	\$ 77,121.25	\$ 1,922,878.75
7	10/15/10	\$ 90,454.58	\$ 12,819.19	\$ 77,635.39	\$ 1,845,243.36
8	11/15/10	\$ 90,454.58	\$ 12,301.62	\$ 78,152.96	\$ 1,767,090.40
9	12/15/10	\$ 90,454.58	\$ 11,780.60	\$ 78,673.98	\$ 1,688,416.42
10	01/15/11	\$ 90,454.58	\$ 11,256.11	\$ 79,198.47	\$ 1,609,217.95
11	02/15/11	\$ 90,454.58	\$ 10,728.12	\$ 79,726.46	\$ 1,529,491.49
12	03/15/11	\$ 90,454.58	\$ 10,196.61	\$ 80,257.97	\$ 1,449,233.52
13	04/15/11	\$ 90,454.58	\$ 9,661.56	\$ 80,793.02	\$ 1,368,440.50
14	05/15/11	\$ 90,454.58	\$ 9,122.94	\$ 81,331.64	\$ 1,287,108.86
15	06/15/11	\$ 90,454.58	\$ 8,580.73	\$ 81,873.85	\$ 1,205,235.01
16	07/15/11	\$ 90,454.58	\$ 8,034.90	\$ 82,419.68	\$ 1,122,815.33
17	08/15/11	\$ 90,454.58	\$ 7,485.44	\$ 82,969.14	\$ 1,039,846.19
18	09/15/11	\$ 90,454.58	\$ 6,932.31	\$ 83,522.27	\$ 956,323.92
19	10/15/11	\$ 90,454.58	\$ 6,375.49	\$ 84,079.09	\$ 872,244.83
20	11/15/11	\$ 90,454.58	\$ 5,814.97	\$ 84,639.61	\$ 787,605.22
21	12/15/11	\$ 90,454.58	\$ 5,250.70	\$ 85,203.88	\$ 702,401.34
22	01/15/12	\$ 90,454.58	\$ 4,682.68	\$ 85,771.90	\$ 616,629.44
23	02/15/12	\$ 90,454.58	\$ 4,110.86	\$ 86,343.72	\$ 530,285.72
24	03/15/12	\$ 90,454.58	\$ 3,535.24	\$ 86,919.34	\$ 443,366.38
25	04/15/12	\$ 90,454.58	\$ 2,955.78	\$ 87,498.80	\$ 355,867.58
26	05/15/12	\$ 90,454.58	\$ 2,372.45	\$ 88,082.13	\$ 267,785.45
27	06/15/12	\$ 90,454.58	\$ 1,785.24	\$ 88,669.34	\$ 179,116.11
28	07/15/12	\$ 90,454.58	\$ 1,194.11	\$ 89,260.47	\$ 89,855.64
29	08/15/12	\$ 90,454.58	\$ 598.94	\$ 89,855.64	\$ 0.00
Grand Totals		\$ 2,237,576.57	\$ 237,576.57	\$ 2,000,000.00	

Schedule 1

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