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FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 19, 2019

MYRTLE STEELE
620 NO. HOOPER STREET
KINGSFORD, MI 49802-2315

SUBJECT: LODAL, LLC
Ref. Number: W19000085031

We have received your document for LODAL, LLC and your check(s) totaling \$165.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

A certificate of existence or a certificate of good standing, dated no more than 90 days prior to the delivery of the application to the Department of State, duly authenticated by the secretary of state or other official having custody of the records in the jurisdiction under the laws of which it is incorporated/organized, must be submitted to this office. A translation of the certificate under oath of the translator must be attached to a certificate which is in a language other than the English language. A photocopy of this certificate is not acceptable.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Brooke N Kinsey
Regulatory Specialist II

Letter Number: 519A00019429

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: LODAL, LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

 Myrtle J. Steele
Name of Person

 LODAL, LLC
Firm/Company

 620 No. Hooper Street, P.O. Box 2315
Address

 Kingsford, Michigan 49802-2315
City/State and Zip Code

 myrtle@lodal.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

 Myrtle J. Steele at (906) 779-1700 X-129
Name of Contact Person Area Code Daytime Telephone Number

MAILING ADDRESS:

Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:

Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

Please make check payable to: **FLORIDA DEPARTMENT OF STATE**

☐ \$125.00 Filing Fee ☒ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS
IN FLORIDA**

*IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY
COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:*

1. LODAL, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "LLC," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "LLC," or "LLC.")

2. Wisconsin 3. 83-4452920
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. _____
(Date first transacted business in Florida, if prior to registration)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 620 No. Hooper Street
(Street Address of Principal Office)

6. P.O. Box 2315
(Mailing Address)

Kingsford, Michigan 49802

Kingsford, Michigan 49802-2315

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Container Systems & Equipment Co., Inc.

Office Address: 506 Bellevue Avenue

Daytona Beach . Florida 32115
(City) (Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Bill Young Bill Young
(Registered agent's signature)

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

Title or Capacity:

Name and Address:

☒ Manager/Owner Name: Steve Krall

☐ Member Address: 3945 S. Woodhill Lane

☐ Authorized New Berlin, Wisconsin 53151

Person _____

☐ Other _____

☐ Other _____

Title or Capacity:

Name and Address:

☒ Manager/Owner Name: Jeffrey Shesler

☐ Member Address: 8405 Virginia Circle

☐ Authorized Wind Lake, Wisconsin 53185

Person _____

☐ Other _____

☐ Other _____

General

☒ Manager Name: Scott VanWolvelaere

☐ Member Address: W8872 Lakeview Drive

☐ Authorized Iron Mountain, Michigan 49801

Person _____

☐ Other _____

☐ Other _____

☐ Manager Name: Leslie Daniels

☐ Member Address: W5232 Pine Creek Road

☐ Authorized Norway, Michigan 49870

Person _____

☒ Other Controller

☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

Person _____

☐ Other _____

☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

Person _____

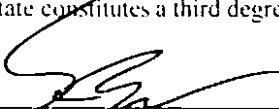
☐ Other _____

☐ Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Signature of an authorized person

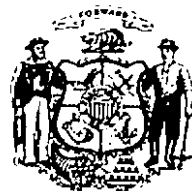
Scott VanWolvelaere, General Manager

Typed or printed name of signer

DOM NEW
180 181 183

United States of America

State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, David J. Duecker, Deputy Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

LODAL LLC

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is April 3, 2019.

I further certify that said Domestic Corporation or Limited Liability Company has not yet completed its initial report year and, accordingly, has not yet filed an annual report under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats.; and that said corporation or Limited Liability Company has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on October 25, 2019.

A handwritten signature in black ink, appearing to read 'David J. Duecker'.

DAVID J. DUECKER, Deputy Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

BY:

A handwritten signature in black ink, appearing to read 'David J. Duecker'.

05 E.4
8:00**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

AC1

TransInfo: 23727680-1 06/17/19
Chk#: 10020 Amt: \$25.00
ID: 8023331188:00
JUN 19 2019

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Michelle H Fullerton, SBR Law Group LLC

Address

675 N Barker Rd Ste 300

City

State

ZIP Code

Brookfield, WI 53045

TransInfo: 23727680-1 06/17/19
Chk#: 10020 Amt: \$25.00
ID: 802333118

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

FILED

**CERTIFICATE AMENDING APPLICATION FOR CERTIFICATE OF
AUTHORITY TO TRANSACT BUSINESS IN MICHIGAN****For use by Foreign Limited Liability Companies**

(Please read information and instructions on the last page)

JUN 19 2019
ADMINISTRATOR
CORPORATIONS DIVISION

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Certificate:

1. The present name of the limited liability company is:

LI Acquisition LLC

If the name in Item 1 was not available for use in Michigan, the assumed name adopted when obtaining the Certificate of Authority is:

3. The identification number assigned by the Bureau is:

802333118

4. It is organized under the laws of Wisconsin5. The limited liability company was authorized to transact business in Michigan on the 12th day of June, 2019

6. The duration of the limited liability if other than perpetual is: _____

7. If the name of the limited liability company has changed, its new name is:

Lodal LLC

The effective date of the name change was the 7th day of June, 2019 and the name change was made in compliance with the laws of the jurisdiction of its organization.

8. Complete this item only if the new name in Item 7 is not available for use in Michigan. The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:

9. If the assumed name in Item 2 has changed, the new name is:

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 7 day of June, 2019, by and among **LODAL, INC.**, a Michigan corporation ("Seller"), Bernard Leger, Amanda Botticello, Bridget Blake, Michael Botticello, Jr., Dennis Botticello, John D. LaBelle, Jr. and David P. Zubrow Co-Trustees of the Anthony Botticello Residuary Trusts fbo Dennis Botticello, Robert Botticello, Richard Botticello and Vito Botticello, and Dennis Botticello, John D. LaBelle, Jr. and David P. Zubrow Co-Trustees of the Anthony Botticello Exempt Trusts fbo Dennis Botticello, Robert Botticello and Richard Botticello (each, a "Shareholder" and collectively, "Shareholders") and **LI ACQUISITION L.L.C.**, a Wisconsin limited liability company ("Buyer").

R E C I T A L S

WHEREAS, Seller is engaged in the business of manufacturing garbage, recycling and other similar trucks and components (the "Subject Business");

WHEREAS, Shareholders are the record and beneficial owners of 100% of the issued and outstanding capital stock of Seller and Shareholders will benefit financially from the transactions contemplated herein; and

WHEREAS, Seller and Shareholders desire to sell substantially all of the assets owned, used or held by Seller in connection with the Subject Business to Buyer, and Buyer desires to purchase such assets from Seller, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, Seller, Shareholders and Buyer promise and agree as follows:

1. Purchase and Sale of Assets.

1.1 Subject Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing (as defined in Paragraph 4.1, below), Seller agrees to sell and transfer to Buyer and Buyer agrees to purchase from Seller, free and clear of all liens, claims, encumbrances and other security interests and restrictions on transfer (each, a "Lien") whatsoever, substantially all of the assets owned, used or held in connection with the Subject Business, including, without limitation, each of the following:

- (a) All tangible assets of every kind and description, including, without limitation, all fixed assets, equipment, leasehold improvements, fixtures, furniture, furnishings, signage and computer hardware and software, wherever located, including, without limitation, those items listed on Schedule 1.1(a) attached hereto;
- (b) All inventory, wherever located;
- (c) All work-in-process;
- (d) All supplies, marketing and sales literature, advertising material, consumable material and items of a similar character;

(c) To the extent their transfer is permitted by applicable law, all governmental licenses, permits, approvals, certificates and applications for the same used in the operation of the Subject Business and, to the extent permitted by applicable law, the benefit of those governmental licenses, permits, approvals, certificates and applications for the same used in the operation of the Subject Business which are not transferable;

(f) All right, title and interest in, to and under those contracts of the Subject Business set forth on Schedule 1.1(f) attached hereto (collectively, the "Assumed Contracts");

(g) All intellectual property, designs, drawings, logos, know-how, trade names, trademarks, trademark registrations and any applications therefor, patents, patent registrations and any applications therefor, whether issued or pending, including, without limitation, those items listed on Schedule 1.1(g) attached hereto and the name "Lodal, Inc." and any derivatives thereof (collectively, the "Assigned Intellectual Property Rights");

(h) All books, records, manuals and other similar material, wherever located and in whatever form they may be maintained, including, without limitation, all sales, account and customer records, purchasing and sale records, supplier records, accounting records, price lists and correspondence;

(i) All telephone and facsimile numbers (to the extent assignable), email addresses, domain names and websites and URLs of the Subject Business (including, without limitation, www.lodal.com) and all Facebook, Twitter, YouTube and other social media accounts of the Subject Business;

(j) All amounts pre-paid by customers of the Subject Business for work to be performed after Closing, as set forth on Schedule 1.1(j) attached hereto (collectively, the "Pre-Paid Amounts"); and

(k) All goodwill and all other intangible assets of the Subject Business not previously described in this Paragraph 1.1.

All of the assets being purchased by Buyer as described in this Paragraph 1.1 are referred to hereinafter collectively as the "Subject Assets."

1.2 Excluded Assets. Notwithstanding the provisions of Paragraph 1.1, above, the Subject Assets shall not include the assets of Seller expressly set forth on Schedule 1.2 attached hereto (collectively, the "Excluded Assets").

2. No Assumption of Liabilities. Except for any liabilities which accrue after the Closing under the Assumed Contracts, Buyer shall not be obligated under or assume any liability, obligation, contract, debt, cost or expense of or relating to Seller or the Subject Business (collectively, the "Excluded Liabilities") other than warranty work claims on previously delivered vehicles, components or parts. Seller covenants and agrees to pay and discharge when due all of the Excluded Liabilities.

3. Purchase Price.

3.1 Purchase Price. Subject to the terms and conditions of this Agreement, the aggregate purchase price for the Subject Assets shall be One Million Dollars (\$1,000,000) *less* the Accounts Payable (defined below) *less* the Owed Taxes (defined below) *less* the RE Purchase Price (defined below) *plus* Seller's current accounts receivable set forth on Schedule 3.1(a) attached hereto ("Seller's A/R") *less* the Pre-Paid Amounts described in section 1.1(j) ***PLUS such additional money as will result in net proceeds to the Seller of not less than Four Hundred Eighty-Eight Thousand (\$488,000.00) Dollars from the transaction*** (the "Purchase Price"). Furthermore, in the event Seller sells the water tower lease for the water tower located on the Real Property (as defined below) prior to the Closing, the Purchase Price shall be reduced by the sale price for the water tower. Seller agrees to promptly notify Buyer of any such sale and the accurate, aggregate sale price. Notwithstanding the foregoing Purchase Price adjustments, in no event shall the Purchase Price plus the RE Purchase Price exceed One Million Dollars (\$1,000,000). Seller and Buyer agree that the Purchase Price shall be allocated among the Subject Assets in accordance with the allocation schedule set forth on Schedule 3.1(b) attached hereto. Seller and Buyer shall file all necessary tax returns and other governmental filings on a basis consistent with such allocation. The items set forth on Schedule 3.1(c) attached hereto shall be prorated between Buyer and Seller at Closing.

3.2 Payment of Purchase Price. Within five (5) days of the parties execution of this Agreement and the Real Estate Purchase Agreement, Buyer shall deposit Fifty Thousand Dollars (\$50,000) into the trust account of SBR Law Group LLC as earnest money for the purchase of the Real Property (as hereinafter defined). At the Closing, Buyer shall deliver to Seller, by cashier's check or wire transfer of immediately available funds to the account directed by Seller, an amount equal to the Purchase Price.

3.3 Accounts Payable. The Purchase Price shall be reduced by all trade accounts payable of Seller to third parties in connection with the Subject Business that remain unpaid and outstanding as of the Closing Date as set forth on Schedule 3.3 attached hereto, regardless of whether such trade account payables are reflected on the Seller's balance sheet or incurred in the ordinary course of business of Seller (the "Accounts Payable"). Buyer shall use the accounts payable reduction amount to pay the Accounts Payable or if Buyer chooses not to make the payments directly Seller may use the closing proceeds without the trade accounts payable reduction to pay the Accounts Payable.

3.4 Owed Taxes. The Purchase Price shall be reduced by all past due or other back taxes owed by Seller in connection with the Subject Business that remain upon and outstanding as of the Closing Date as set forth on Schedule 3.4 attached hereto (the "Owed Taxes"). Upon the Closing, Buyer will pay all Owed Taxes directly to the required taxing authorities.

3.5 Real Estate Transaction. Simultaneous with and contingent upon consummation of the transactions contemplated by this Agreement, Jastan, LLC, a Wisconsin limited liability company and affiliate of Buyer, shall enter into an agreement with Seller (the "Real Estate Purchase Agreement") for the purchase of the real property located at 620 N Hooper Street, Kingsford, Michigan 49802 (the "Real Property"). The purchase price for the Real Property shall be Eight Hundred Thousand Dollars \$800,000.00 (the "RE Purchase Price").

3.6 Real Estate Taxes. Real estate taxes prepaid by the Seller for a service period extending beyond the Closing Date shall be adjusted in favor of Seller.

4. Closing.

4.1. Time and Place of Closing. The closing (the "Closing") of the purchase and sale of the Subject Assets shall be held at the offices of SBR Law Group LLC, 675 N. Barker Road, Suite 300, Brookfield, Wisconsin on May 16, 2019 or such earlier date as the parties shall mutually agree in writing (in either event, the "Closing Date").

4.2. Seller's Deliveries. At the Closing, Seller shall deliver to Buyer each of the following:

- (a) A bill of sale, in a form satisfactory to Buyer, duly executed by Seller;
- (b) Possession and control of the Subject Assets, free and clear of all Liens whatsoever;
- (c) A non-competition agreement between Buyer and Seller, in the form annexed hereto as Exhibit "A" (the "Non-Competition Agreement"), duly executed by Seller and Bernard Leger ("Leger");
- (d) An intellectual property assignment, in a form mutually agreeable to the parties, duly executed by Seller (the "IP Assignment");
- (e) An assignment and assumption agreement between Buyer and Seller, in a form satisfactory to Buyer (the "Assignment and Assumption Agreement"), duly executed by Seller; and
- (f) The Real Estate Purchase Agreement, duly executed by Seller.

4.3. Buyer's Deliveries. At the Closing, Buyer shall deliver to Seller each of the following:

- (a) The Purchase Price, in the manner described in Paragraph 3.2, above;
- (b) The Non-Competition Agreement, duly executed by Buyer;
- (c) The IP Assignment, duly executed by Buyer;
- (d) The Assignment and Assumption Agreement, duly executed by Buyer;
- (e) The Real Estate Purchase Agreement, duly executed by Buyer; and

5. Warranties and Representations of Seller and Shareholder. Seller and Shareholders warrant and represent to Buyer, which warranties and representations shall survive the Closing, as follows:

5.1 Organizational Matters. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Michigan. Seller has the corporate

power and authority to own or lease, as the case may be, the properties and assets of the Subject Business, including, without limitation, the Subject Assets, and to carry on all business activities associated with the Subject Business. Seller has the corporate power and authority to enter into this Agreement and each of the other agreements, instruments and documents to be executed and delivered by Seller in connection herewith (collectively, the "Seller Ancillary Documents") to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the Seller Ancillary Documents to which Seller is a party are and shall constitute the valid and legally binding obligations of Seller, enforceable against it in accordance with their respective terms. Seller's and Shareholders' execution and delivery of this Agreement and the Seller Ancillary Documents to which it or they are a party do not, and the consummation of the transactions contemplated hereby and thereby and compliance with the terms hereof and thereof by Seller and Shareholders will not: (i) violate or conflict with any applicable statute, law, ordinance, regulation or rule of any governmental authority (collectively, "Laws") or any order, writ, judgment, injunction or decree (each, an "Order") applicable to Seller, Shareholders, the Subject Business or any of the Subject Assets; or (ii) violate or conflict with, or result in a breach or acceleration of any provision of, or result in the imposition of any Lien upon any of the Subject Assets pursuant to, or result in the requirement to give any notice under or obtain the consent or permission of any party to, any agreement, instrument or document to which Seller or Shareholders are a party or are subject or which affects the Subject Business or any of the Subject Assets. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority is required to be obtained or made by Seller or Shareholders in connection with the execution and delivery of this Agreement or any of the Seller Ancillary Documents or the consummation by Seller or Shareholders of any of the transactions contemplated hereby or thereby.

5.2 Capitalization. Shareholders own all of the issued and outstanding capital stock of Seller of whatever series, class or designation.

5.3 Title To and Condition of the Subject Assets. Seller has, and will deliver to Buyer at the Closing, good and marketable title to all of the Subject Assets, tangible and intangible, free and clear of all Liens whatsoever. The Subject Assets constitute all of the assets owned, used or held by Seller in the operation of the Subject Business, except for the Excluded Assets. The Subject Assets are sufficient for the operation of the Subject Business in the ordinary course of business based on current levels of operation and are suitable for the purposes for which they are currently being used. All of the tangible personal property included in the Subject Assets is: (i) taking into account the age of the tangible personal property, in operating condition, working order and repair, ordinary wear and tear excepted; (ii) maintained in accordance with normal maintenance practices; and (iii) in Seller's possession or control.

5.4 Litigation; Orders. There is no claim, action, suit or proceeding pending or threatened against Seller or Shareholders with respect to any of the Subject Assets and/or the Subject Business. Neither Seller nor any Shareholder is subject to any Order of any governmental authority.

5.5 Taxes. All tax returns of Seller due prior to the date hereof have been timely and properly filed, are true, correct and complete in all respects and properly reflect the tax liability of Seller. Seller has not requested any extension of time within which to file any tax return. All

taxes and withholding amounts due and payable on or prior to the date hereof by Seller or related to Seller's income and/or gain have been paid in full prior to the date hereof. No tax deficiencies have been proposed or assessed against Seller. There are no pending or threatened proceedings for or relating to any tax liability of Seller and there are no matters under discussion with any governmental body with respect to such taxes. Except for real property tax liens, no Liens relating to taxes have been filed against Seller, or any of the Subject Assets.

5.6 Employees. Schedule 5.6 attached hereto contains a correct and complete list of all employees of the Subject Business as of the Closing Date, together with their job descriptions, rates of salary, wages or commissions, vacation benefits and accrual rates. Except as set forth on Schedule 5.6 attached hereto, Seller is not a party to any understanding (whether written or oral), agreement or contract with any union, labor organization, employee group or other entity or individual which affects the employment of employees of Seller, including, without limitation, any collective bargaining or labor contracts. To the knowledge of Seller, after reasonable inquiry, no employee or group of employees has expressed to Seller any plan or desire to terminate their employment with Seller or to not accept an offer of employment from Buyer.

5.7 Assumed Contracts. Each Assumed Contract is and will continue to be immediately after Closing valid, binding and in full force and effect in accordance with its terms. Neither Seller nor, to Seller's knowledge, any other party to an Assumed Contract is in breach or default under any Assumed Contract (with or without the lapse of time, or the giving of notice, or both).

5.8 Compliance With Laws. Seller is in material compliance with all applicable Laws with respect to Seller's operation of the Subject Business and ownership and use of the Subject Assets, including, without limitation, all Laws relating to taxes, other than real property taxes, owed by Seller in respect of the Subject Business. No notice has been issued nor is any investigation or review pending or threatened by any governmental authority (i) with respect to any alleged violation by Seller of any Laws, or (ii) with respect to any alleged failure to have all permits, certificates, licenses, approvals or other authorizations required by applicable Laws in connection with the operation of the Subject Business.

5.9 Customers. Neither Seller nor any Shareholder has any reason to believe or has not received any notice or indication of the intention of any of the customers or suppliers of the Subject Business to cease doing business or reduce in any material respect the business transacted with the Subject Business or to terminate or modify any agreements with the Subject Business (whether upon consummation of the transactions contemplated hereby or otherwise).

5.10 Income Tax Returns; Financial Statements; Changes. The income tax returns of Seller for the calendar years ended December 31, 2016, 2017, and 2018 attached hereto as part of Schedule 5.10 are complete copies of such returns and all amendments thereto as filed. The financial statements, and the information included with the financial statements, of Seller set forth in Schedule 5.10 (the "Financial Statements"), consisting of the financial statements of Seller for the calendar years ended December 31, 2016, 2017, and 2018, and the interim financial statements of Seller for the period ended February 28, 2019, accurately and fairly present the financial condition of Seller on such dates and the results of operations for the periods designated

therein and are consistent with Seller's books of account. There has been no change in the capitalization, assets, liabilities, business, business prospects or methods of doing business of Seller since December 31, 2018, except as indicated in the Financial Statements and other than changes in the ordinary course of business.

5.11 Conduct Out of Ordinary Course. Seller is conducting and has conducted the Subject Business in the normal and ordinary course consistent with past practice, and, since December 31, 2018, has not done any of the following with respect to the Subject Business or the Subject Assets: (i) entered into or made any agreement or commitment except in the ordinary course of business; (ii) waived or released, or agreed to waive or release, any right of substantial value relating to the Subject Assets; (iii) made, or agreed to make, any direct or indirect change (including any general uniform increase) in the rate of compensation, commission, bonus or other remuneration payable, or paid or agreed to pay, conditionally or otherwise, any bonus, extra compensation, pension or severance pay, to any employee of the Subject Business; or (iv) made any material change in the manner in which the Subject Business prices its products or otherwise deals with customers.

5.12 Product and Service Warranties. All products sold and services provided by the Subject Business (and, as applicable, the delivery thereof) prior to the date hereof have been sold or provided, as the case may be, in conformity with all applicable contractual commitments and all expressed or implied warranties. No liability or other obligation or damages, including any obligation to repair or replace, in respect of any warranty claim exists in connection with the products sold or services provided by the Subject Business, except for any such claims incurred in the ordinary course of business consistent in amount and character with past experience of the Subject Business.

5.13 Intellectual Property. Schedule 5.13 attached hereto contains a true and complete list of all of Seller's patents, trademarks, trade names, service marks, copyrights and licenses thereof and all pending applications and applications to be filed therefor. The Assigned Intellectual Property Rights are fully assignable by Seller and are being transferred hereunder free and clear of any adverse claims or interests. No licenses, sublicenses, covenants or agreements have been granted or entered into by Seller relating to any of the Assigned Intellectual Property Rights. To Seller's knowledge, Seller nor the Subject Business infringe on, and there exists no reasonable basis for any claim of infringement of, any patents, trademarks, trade names, service marks, copyrights, licenses or intangible assets of others. The Assigned Intellectual Property Rights are all of the intellectual property necessary for the operation of the Subject Business as it is currently conducted and presently proposed to be conducted. There are no inquiries, investigations or claims or litigation challenging or threatening to challenge Seller's right, title and interest with respect to its continued use and right to preclude others from using any of the Assigned Intellectual Property Rights. All of the Assigned Intellectual Property Rights are valid and enforceable and there are no equitable defenses to enforcement based on any act or omission of Seller. To Seller's knowledge, no other person is infringing on the Assigned Intellectual Property Rights.

5.14 Undisclosed Liabilities. Other than unasserted warranty work claims on previously delivered vehicles, components or parts, there are no liabilities or obligations, direct

or indirect, absolute or contingent, known or unknown, or any outstanding evidence of indebtedness affecting the Subject Assets, including liabilities or obligations arising out of any act, omission, transaction, circumstance, sale of goods or services, state of facts or other condition which occurred or existed on or before the Closing Date, whether or not due or payable, that will affect the operation of the Subject Business by Buyer and/or Buyer's use of the Subject Assets after the Closing Date.

5.15 Accounts Receivable. Seller's A/R (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practices; (b) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims; and (c) are collectible in full within thirty (30) days after billing.

5.16 Warranties True and Correct. No warranty or representation by Seller or Shareholders contained in this Agreement (including the Schedules hereto) or in any Seller Ancillary Document contains or will contain any untrue statement of material fact or omits or will omit to state any material fact required to make the statements herein or therein not misleading.

6. Warranties and Representations of Buyer. Buyer warrants and represents to Seller, which warranties and representations shall survive the Closing, as follows:

6.1 Organizational Matters. Buyer is a limited liability company duly organized, validly existing and in active status under the laws of the State of Wisconsin. Buyer has the limited liability company power and authority to enter into this Agreement and each of the other agreements, instruments and documents to be executed and delivered by Buyer in connection herewith (collectively, the "Buyer Ancillary Documents") and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the Buyer Ancillary Documents have been approved by the members of Buyer and are and shall constitute the valid and legally binding obligations of Buyer, enforceable against it in accordance with their respective terms. Buyer's execution and delivery of this Agreement and the Buyer Ancillary Documents do not, and the consummation of the transactions contemplated hereby and thereby and compliance with the terms hereof and thereof by Buyer will not: (i) violate or conflict with any provision of Buyer's Articles of Organization, Operating Agreement, or other organizational agreements, instruments or documents; (ii) violate or conflict with any applicable Law or Order; or (iii) violate or conflict with, or result in a breach or acceleration of any provision of, or result in the requirement to give any notice under or obtain the consent or permission of any party to, any agreement, instrument or document to which Buyer is a party or is subject. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority is required to be obtained or made by Buyer in connection with the execution and delivery of this Agreement or any of the Buyer Ancillary Documents or the consummation by Buyer of any of the transactions contemplated hereby or thereby.

7. Covenants. Buyer, Seller and Shareholders, as applicable, hereby covenant and agree as follows:

7.1 Employees. Seller will terminate the employment of all employees of the Subject Business as of the Closing Date. Buyer may, but will not be obligated to, offer employment to any or all of the employees of the Subject Business. Seller and Shareholders will use their best efforts to assist Buyer in retaining those employees of the Subject Business which Buyer elects to hire in connection with the operation of the Subject Business subsequent to the Closing. Other than obligations and liabilities under the Teamsters Local Union No. 328 collective bargaining agreement, Buyer shall not have any liability or obligation under any contract with employees of the Subject Business. With respect to the employees of the Subject Business (whether or not hired by Buyer on or after the Closing Date), Seller shall retain responsibility for and shall pay when due any and all benefits, employment-related taxes, health care costs, severance and other termination-related costs, and any other employment-related costs relating to the period during which employees were employed by Seller or any predecessor of Seller on or prior to the Closing Date, including, without limitation, all requirements under the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended.

7.2 Records. After the Closing, upon reasonable written notice, Buyer, Seller and Shareholders agree to furnish or cause to be furnished to each other and their respective representatives, employees, counsel and accountants access, during normal business hours, to such information relating to Seller, the Subject Business and/or the Subject Assets as is reasonably necessary for financial reporting and accounting matters, the preparation and filing of any returns, reports or forms, or the defense of any tax claim or assessment, provided that such access does not unreasonably disrupt the normal operations of Buyer. Photocopies of such records will be provided to the requesting party, at the requesting party's expense, within a reasonable period of time after the initial request.

7.3 Publicity. Buyer shall have the sole right to determine what, if any, public release or announcement concerning the transactions contemplated herein or in any of the Seller Ancillary Documents or Buyer Ancillary Documents shall be made as of or after the Closing Date, including, without limitation, any such communication to the customers of the Subject Business.

7.4 Execution and Delivery of Further Instruments. Buyer, Seller and Shareholders will, from time to time after the Closing, upon the request of Buyer, Seller or Shareholders or any such party's successors or permitted assigns, as applicable, execute, acknowledge and deliver to the requesting party such further agreements, instruments or documents and will take such other action as the requesting party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement or any of the Seller Ancillary Documents or Buyer Ancillary Documents.

7.5 Transaction Taxes. Seller and Shareholders jointly and severally covenant and agree that all taxes, including, without limitation, sales, use, documentary, stamp or other transfer taxes, incurred in connection with this Agreement and the transfer, delivery or sale of the Subject Assets shall be paid by Seller and Shareholders as the same shall become due.

7.6 Nondisclosure. Seller and Leger acknowledge and agree that at no time for a period of five (5) consecutive years immediately after the Closing Date shall either of them, directly or indirectly, use or disclose any Confidential Information (as defined in Paragraph 7.8,

below) to anyone other than to employees and representatives of Buyer, except any such Confidential Information which is required to be disclosed by Seller or Leger in connection with any binding legal requirement, and then only after Seller or Leger has given written notice to Buyer of the intention so to disclose such Confidential Information and has given Buyer a reasonable opportunity to contest the need for such disclosure, and Seller and Leger shall cooperate with Buyer as requested in connection with any such contest.

7.7 Enforcement. In addition to all other legal remedies available to Buyer for the enforcement of the covenants set forth in Paragraph 7.6, above, Seller and Leger acknowledge and agree that Buyer shall be entitled to temporary and/or permanent injunctive relief by any court of competent jurisdiction without the necessity of posting any bond or other security to prevent or restrain any breach or threatened breach thereof.

7.8 Definitions. For purposes of Paragraph 7.6, above, "Confidential Information" means all non-public and all proprietary information relating to the Subject Business, its suppliers, customers, products and services, including, without limitation, each of the following: (i) all know-how and all other information relating to the products or services of the Subject Business or any of the Subject Assets; (ii) all information concerning pricing policies of the Subject Business, the prices charged by the Subject Business to its customers and other information concerning the transactions of the Subject Business with its customers or proposed customers; (iii) the customer lists and proposed customer lists of the Subject Business; (iv) information concerning the marketing programs or strategies of the Subject Business; and (v) all other confidential information of the Subject Business.

7.9 Name Change. Prior to or at the Closing, Seller shall file Articles of Amendment to its Articles of Incorporation changing Seller's name to a name substantially dissimilar to "Lodal, Inc." In addition, commencing on the Closing Date, Seller shall use trade name(s) substantially dissimilar to "Lodal" in the conduct of its business affairs.

8. Miscellaneous.

8.1 Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and will be considered to be given and received in all respects when (i) personally delivered or sent by facsimile and actually received by the receiving equipment with written confirmation thereof (provided, that any such facsimile received on or after 5:00 p.m. shall be considered received on the next business day), (ii) sent by electronic mail, (iii) one (1) business day after sent by reputable overnight courier service, or (iv) five (5) business days after being deposited in the United States mail, certified mail, postage prepaid, return receipt requested, addressed as follows, or to such other address as may be designated by notice duly given:

IF TO SELLER OR
SHAREHOLDERS:

Bernard Leger
11 Leland Drive
Ludlow, MA 01056

WITH A COPY TO: LaBelle LaBelle Naab PC
Attn: John D. LeBelle, Jr.
243 Main Street
Manchester, CT 06042

IF TO BUYER: LI Acquisition LLC
Attn: Steven Krall

WITH A COPY TO: SBR Law Group LLC
Attn: Matthew Burkert
675 N. Barker Road, Suite 300
Brookfield, WI 53045
mburkert@sbrlaw.us

8.2 Entire Agreement; Modification. This Agreement, the schedules attached hereto, the Seller Ancillary Documents and the Buyer Ancillary Documents constitute the entire agreement among the parties hereto relating to the subject matter hereof and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are superseded hereby, it being the express intention of the parties that this Agreement, the schedules attached hereto, the Seller Ancillary Documents and the Buyer Ancillary Documents shall serve as the complete and exclusive statement of the terms of their agreement together. No amendment, waiver or other modification to or under this Agreement shall be valid unless in writing and signed by Shareholder and authorized representatives of Seller and Buyer.

8.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, personal representatives, successors and permitted assigns, as applicable.

8.4 Section Headings. The headings in this Agreement are for convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.

8.5 Severability. The parties agree that if any provision of this Agreement is under any circumstances considered invalid or inoperative by any court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to render it enforceable and the rights and obligations of the parties hereunder shall be construed and enforced accordingly.

8.6 Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable or transferable by any party without the prior written consent of the other parties.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to any conflicts of law principles.

8.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same agreement. This agreement may be executed by facsimile or electronic signatures.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day, month and year first above written.

BUYER:

LI ACQUISITION LLC

By: 
Steven Krall, President

[Buyer's Signature Page to Asset Purchase Agreement]

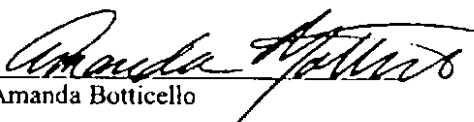
SELLER:

LODAL, INC.

By: _____
Bernard Leger, President

SHAREHOLDERS:

Bernard Leger


Amanda Botticello

Bridget Blake

Michael Botticello, Jr.

Anthony Botticello Residuary Trust fbo Dennis Botticello, Robert Botticello, Richard Botticello
and Vito Botticello

By _____
Dennis Botticello, Co-Trustee

By _____
John D. LaBelle, Jr. Co-Trustee

By _____
David P. Zubrow, Co-Trustee

Anthony Botticello Exempt Trust fbo Dennis Botticello, Robert Botticello and Richard Botticello

By _____
Dennis Botticello, Co-Trustee

By _____
John D. LaBelle, Jr. Co-Trustee

By _____
David P. Zubrow, Co-Trustee

[Buyer's Signature Page to Asset Purchase Agreement]

SELLER:

LODAL, INC.

By: _____
Bernard Leger, President

SHAREHOLDERS:

Bernard Leger

Amanda Botticello

Bridget Blake

Bridget Blake

Michael Botticello, Jr.

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By _____
Dennis Botticello, Co-Trustee

By _____
John D. LaBelle, Jr. Co-Trustee

By _____
David P. Zubrow, Co-Trustee

[Buyer's Signature Page to Asset Purchase Agreement]

SELLER:

LODAL, INC.

By: _____
Bernard Leger, President

SHAREHOLDERS:

Bernard Leger

Amanda Botticello

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By _____
Dennis Botticello, Co-Trustee

By _____
John D. LaBelle, Jr. Co-Trustee

By _____
David P. Zubrow, Co-Trustee

[Buyer's Signature Page to Asset Purchase Agreement]

SELLER:

LODAL, INC.

By: Bernard Leger
Bernard Leger, President

SHAREHOLDERS:

Bernard Leger
Bernard Leger

Amanda Botticello

Bridget Blake

Michael Botticello, Jr.

Anthony Botticello Residuary Trust fbo Dennis Botticello, Robert Botticello, Richard Botticello
and Vito Botticello

By D. Botticello Co-Trustee
Dennis Botticello, Co-Trustee

By John D. LaBelle, Jr. Co-Trustee
John D. LaBelle, Jr. Co-Trustee

By David P. Zubrow Co-Trustee
David P. Zubrow, Co-Trustee

Anthony Botticello Exempt Trust fbo Dennis Botticello, Robert Botticello and Richard Botticello

By D. Botticello Co-Trustee
Dennis Botticello, Co-Trustee

By John D. LaBelle, Jr. Co-Trustee
John D. LaBelle, Jr. Co-Trustee

By David P. Zubrow Co-Trustee
David P. Zubrow, Co-Trustee

[Buyer's Signature Page to Asset Purchase Agreement]

Schedule 1.1(f)
ASSUMED CONTRACTS

All right, title and interest in, to and under those contracts of the Subject Business attached hereto (collectively, the "Assumed Contracts"):

- a) Distributor Sales Agreements and Area of Sales and Service Agreements
- b) Backlog (truck orders)
- c) Water Tower and Building Space Lease Agreement between American Cellular Corporation and Lodal, Inc. dated June 15, 2005, as amended in a First Amendment dated August 5, 2011 and in a Second Amendment dated August 11, 2014

LODAL, INC.

DISTRIBUTOR SALES AGREEMENT

ECO
This Agreement, effective the 16 day of March, 19 84,
by and between LoDaL, Inc. (herein called "LODAL"), and _____
Best Equipment Company, Inc.

a Corporation of 2804 N. Catherwood Avenue
(corp., partnership, sole proprietorship) (Street and P.O. Box)
Indianapolis Marion Indiana (herein called "DISTRIBUTOR").
City County State

1. STATEMENT OF PURPOSE:

There is attached to this Agreement one or more schedules signed by LODAL and DISTRIBUTOR describing the products and parts for which DISTRIBUTOR is appointed an authorized distributor, the term of each such appointment, the geographical area in which DISTRIBUTOR will be primarily responsible for distribution of products and parts pursuant to each such appointment, and any other provisions particularly applicable to each such appointment. Additional schedules may be added from time to time, or existing schedules may be renewed, by agreement between LODAL and DISTRIBUTOR. All of such schedules are herein incorporated by reference.

The purpose of this agreement is to state the general provisions of agreement between LODAL and DISTRIBUTOR with reference to the distribution and servicing of products and parts manufactured or distributed by LoDaL.

2. SALES RESPONSIBILITIES:

2.1 DISTRIBUTOR will use its best efforts to sell and promote the sale of parts and products throughout the area of primary responsibility (herein called "AREA") described in the schedule listing such products and parts. DISTRIBUTOR will maintain sales volume of such products and parts within each such AREA in accordance with reasonable standards of performance established by LoDaL from time to time. In furtherance thereof, DISTRIBUTOR will solicit regularly and frequently all potential customers located in each such AREA in a systematic and businesslike manner, will maintain adequate sales control through proper records and salesman's performance measurements.

2.2 SALES TRAINING AND PROMOTION PROGRAMS: To carry out its responsibilities, the DISTRIBUTOR will instruct its salesmen and other employees with respect to sales and servicing of LoDaL products and will cooperate at all times with LODAL in sales and service training and promotional programs initiated by LODAL.

2.3 DISTRIBUTOR will be responsible for training, educating and assisting the service personnel of purchasers of LoDaL products in its area of primary sales responsibility. To this end DISTRIBUTOR will cooperate at all times with LODAL in preparation and conduct of service schools and clinics in order that its own service personnel and the service personnel of owners of LODAL equipment will at all times be well trained in the servicing of such machines and the parts and accessories therefore as reasonably possible.

2.4 DISTRIBUTOR will maintain adequate personnel and service facilities for the actual servicing of LODAL products located in its area of primary responsibility.

2.5 DEMONSTRATION UNIT AND SALES LITERATURE: DISTRIBUTOR will conduct such demonstrations as may be necessary or practical in connection with the sales and promotion of LODAL products to all customers and potential customers within its area of primary sales responsibility. Where practical and useful, DISTRIBUTOR will arrange for and conduct trips by customers and potential customers to the LODAL plant at Kingsford, Michigan. DISTRIBUTOR will submit specification sheets and LODAL literature to potential customers within its area of primary sales responsibility.

2.6 BIDS: DISTRIBUTOR will submit bids on its own behalf for LODAL products so designated in its area of primary sales responsibility. DISTRIBUTOR also undertakes to report to LODAL with respect to all lettings of equipment in which LoDaL equipment could be utilized within its area of primary sales responsibility and to furnish to LODAL's Marketing Department a list of the actual bids received at such lettings.

3. SERVICE:

3.1 DISTRIBUTOR will provide delivery and warranty service for all products sold by DISTRIBUTOR to ultimate users, irrespective of the place of delivery or location of the products, by giving operating and maintenance instructions, making installation inspection and necessary mechanical adjustments both at the time of delivery and at such subsequent times as may be necessary to insure proper and efficient operation. DISTRIBUTOR will also comply with service policy bulletins issued by LODAL from time to time and will make and furnish such delivery reports as LODAL may require.

3.2 DISTRIBUTOR may arrange to have another distributor perform DISTRIBUTOR'S obligations to provide delivery and warranty service on products delivered or located outside its AREA and agree with such distributor on terms and compensation. If said distributor fails to comply, or fails to cause any distributor with whom it has an agreement to comply, with the provisions of this Section 3, LoDaL reserves the right, at its sole discretion, to perform or cause to be performed the obligations of said distributor, and that said distributor agrees to reimburse LoDaL for all costs and expenses incurred by LoDaL in connection therewith. Any such agreement shall not relieve DISTRIBUTOR of its obligations.

3.3 DISTRIBUTOR shall inform LODAL of products to be delivered by DISTRIBUTOR for ultimate use outside of DISTRIBUTOR'S AREA in order to establish responsibility for fulfilling the requirements in this Section 3. In no event shall LODAL be the guarantor or be otherwise obligated to invoice or collect payments between distributors or customers.

4. INVENTORY:

4.1 DISTRIBUTOR will purchase from LODAL for stock and maintain at all times a stock of new products and parts in such quantity and variety as in LODAL'S opinion shall be reasonably necessary in order to meet the trade requirements in each AREA of primary responsibility.

4.2 Terms with respect to the purchase and sale of such parts or discounts allowed on the purchase of such parts will be set forth from time to time in maintenance and/or parts policy statements issued by LODAL.

5. PARTS POLICY:

5.1 DISTRIBUTOR and LODAL will review periodically the size of DISTRIBUTOR'S inventory of parts in relation to his sales and turnover of parts and the number of products in the AREA of primary responsibility. DISTRIBUTOR will make an annual inventory of parts and not later than thirty (30) days after such inventory has been taken, will furnish LODAL with a complete statement of such inventory showing types and quantities of parts on hand for servicing products.

5.2 DISTRIBUTOR will carry on its business transactions with its customers by supplying parts from DISTRIBUTOR'S stock and agrees not to order parts from LODAL for direct shipment to DISTRIBUTOR'S customers except in non-repetitive emergency circumstances. The price for such direct shipments shall be subject to additional charges as established by LODAL from time to time.

5.3 DISTRIBUTOR will not return nor instruct a customer to return products or parts to the LODAL factory without prior authorization in writing and shipping instructions from LODAL.

6. DISCOUNTS:

6.1 Discounts from the suggested List Price in effect on the date of sale will be allowed on LODAL products in accordance with published discount schedules in effect on such dates, unless a special discount has been agreed upon between DISTRIBUTOR and LODAL on a special occasion.

6.2 No purchase order for LODAL products or any part of LODAL products shall be binding upon the corporation until accepted in writing by an authorized representative of LODAL at its' office in Kingsford, Michigan.

6.3 DISTRIBUTOR will pay for all products and accessories at time of shipment unless other arrangements have been made by DISTRIBUTOR with a LODAL officer in writing, prior to the placement of purchase order.

7. SALES BY LODAL:

7.1 LODAL will sell products and parts, or provide service directly or indirectly, to the United States Government, or national conglomerates such as Waste Management, B.F.I., SCA etc., unless prior arrangements are made by a LODAL officer in writing authorizing DISTRIBUTOR to sell or service any of the above accounts in their sales area.

✓ 7.2 DIRECT SALES: With prior mutual agreement LODAL may sell, lease, loan or give products or parts, or provide service directly or indirectly to customers in DISTRIBUTOR'S AREA of primary sales responsibility. DISTRIBUTOR shall be entitled to a pre-determined commission or other remuneration in respect thereof; provided, however, that if LODAL so requests, DISTRIBUTOR will render to customers acquiring products, the services enumerated in Section 3.

7.3 QUOTA'S: Since no two DISTRIBUTORS are, or are likely to be so situated as to enjoy identical sales opportunities, it is necessary for LODAL to assign mutual agreed upon quotas to DISTRIBUTOR which shall be based on LODAL'S reasonable determination of the sales potentiality in DISTRIBUTOR'S AREA of primary sales responsibility.

8. CHANGE OR DISCONTINUANCE OF PRODUCTS:

LODAL or its suppliers may change or discontinue any model, size, type or class of Products at any time without notice or obligation to DISTRIBUTOR or user. LODAL or its suppliers may change the design, processes or specifications of any Products without notice and without obligation to make the same or any similar change upon any Products shipped to DISTRIBUTOR or being manufactured or sold in accordance with DISTRIBUTOR'S orders.

9. TRADEMARKS AND SERVICE MARKS:

9.1 OWNERSHIP: LODAL is the owner of the various trademarks, service marks and several other word and design marks used in connection with Products. DISTRIBUTOR acknowledges such ownership and the right of LODAL to control the use or display thereof by DISTRIBUTOR.

9.2 DISPLAY BY DISTRIBUTOR: DISTRIBUTOR is granted the non-exclusive privilege of displaying such trademarks and service marks in connection with the selling and servicing of Products. Provided, however, that DISTRIBUTOR shall discontinue the display or use of any such mark or change the manner in which any such mark is displayed or used when requested to do so by LODAL.

9.3 DISCONTINUANCE OF USE UPON TERMINATION: If any such mark is used as a part of DISTRIBUTOR'S business or corporate name or is used in letterheads, signs, advertising or in any other manner by DISTRIBUTOR, DISTRIBUTOR will immediately discontinue all such use and display upon termination of this Agreement.

10. TERMINATION OF AGREEMENT:

10.1 DISTRIBUTOR and/or LODAL may terminate this Agreement conveyed hereby upon written notice. Such termination to be effective thirty (30) days after receipt by either party of such notice. Termination letter to be sent registered mail to the last known address of the other party.

10.2 TERMINATION BY MUTUAL AGREEMENT: This Agreement may be terminated at any time by mutual written agreement. The Agreement shall be executed and signed by the properly authorized representatives of DISTRIBUTOR and LODAL.

10.3 LODAL may terminate this agreement by note in writing to take effect immediately upon the happening of any of the following events: (a) The institution of any proceedings for the dissolution of DISTRIBUTOR, if a partnership or corporation

or (b) If the DISTRIBUTOR shall be an individual, upon his death or incapacity, or
(c) The institution by or against DISTRIBUTOR (and if DISTRIBUTOR shall be a partnership, by or against the partnership or any of its partners) of any proceedings under any bankruptch, arrangement, readjustment or debt or insolvency law of any jurisdiction, or (d) If DISTRIBUTOR is a partnership, in the event of a change in its membership, or (e) In the event of any dispute, disagreement or controversy between or among principals, partners, managers, officers, directors or stockholders of DISTRIBUTOR which, in the opinion of LODAL, may adversely affect the operations, management business or interest of DISTRIBUTOR.

10.4 The termination of this agreement shall not of itself affect the rights of the parties as to any obligations or liabilities of one party to the other that may have accrued at the time of termination. The right of termination granted herein shall be in addition to any other rights of the parties. The DISTRIBUTOR shall have no claim for commissions or discounts on any business placed with LODAL after the effective date of any such termination, except orders which are in the process of being filled or are in the course of transmission on the date of termination.

10.5 LODAL will at its own discretion, accept stock machines and stock parts as returnable from DISTRIBUTOR, freight prepaid, minus up to 20% restocking charges. No products or parts will be accepted unless previous written authorization is approved by LODAL.

11. GENERAL PROVISIONS:

11.1 DISTRIBUTOR NOT AGENT OR LEGAL REPRESENTATIVE: This Agreement does not constitute DISTRIBUTOR, the agent or legal representative of LODAL or its suppliers for any purpose whatsoever. DISTRIBUTOR is not granted any express or implied right or authority to assume or to create any obligation in behalf of or in the name of LODAL or its suppliers or to bind them in any manner of thing whatsoever.

11.2 RESPONSIBILITY FOR DISTRIBUTOR'S COMMITMENTS: DISTRIBUTOR shall be solely responsible for any and all expenditures, obligations or responsibilities made, incurred or assumed by DISTRIBUTOR in preparation for performance of DISTRIBUTOR'S obligations under this Agreement.

11.3 TAXES: DISTRIBUTOR recognizes that it is an independently owned and operated business and as such accepts full responsibility for the collection and/or payment of any taxes as may be required by governmental regulations or statutes in connection with any of the business conducted by DISTRIBUTOR hereunder and DISTRIBUTOR shall hold LODAL harmless in connection with any claims or demands made upon DISTRIBUTOR or LODAL by governmental authorities in connection with the collection of stamp taxes, sales and use taxes, excise taxes, personal property taxes, income taxes and import duties or any other taxes that are applicable in your sales area.

11.4 NOTICES: Any notice required to be given by either party to the other under or in connection with this Agreement shall be in writing and delivered personally or by registered mail. Notices to DISTRIBUTOR shall be directed to DISTRIBUTOR or its representative at the DISTRIBUTOR'S last known principal place of business; notices to LODAL shall be directed to the Sales Manager or Manager of Marketing Administration of LODAL.

11.5 PRIOR AGREEMENTS: There are no other agreements of understanding, either oral or written, between the parties affecting this Agreement or relating to the sale or servicing of Products except as otherwise specifically provided or referred to in this Agreement. This Agreement cancels and supercedes all previous agreements between the parties relating to the subject matters covered herein.

If the foregoing is agreeable to you, please indicate your acceptance thereof by signing this Agreement and returning same to LODAL.

Accepted and agreed to this 16th
day of FEBRUARY, 1984 A.D.

By: [Signature]
Title PRESIDENT

LODAL, INC.

By: [Signature]
Title Exec. V.P.

LODAL, INC.

AREA OF SALES AND SERVICE AGREEMENT

This schedule is attached to and a part of a DISTRIBUTOR Sales Agreement dated

March 16, 19 84, between LODAL, INC. and

Best Equipment Company, Inc. (DISTRIBUTOR).

1. LODAL hereby appoints DISTRIBUTOR an authorized distributor for the equipment described below (which, together with accessories and attachments therefore manufactured or distributed by LoDaL, are herein called "products"):

(INITIAL APPLICABLE PRODUCTS)

- | | |
|-------|---|
| LOI | - LoDaL Truck Mounted Scoop Bucket Loader |
| LAM | - LoDaL Load-A-Matic Refuse Container System |
| EVO-D | - LoDaL Refuse Collection Vehicle - Diesel Engine |
| EDD | - LoDaL Refuse Collection Vehicle - Gasoline Engine |
| STP | - LoDaL Stationary Compactor |
| CTR | - LoDaL Detachable Refuse Containers |

and for service and replacement parts offered for sale by LODAL for use on products (herein called "parts").

2. DISTRIBUTOR shall promote the sale of the products and parts described in paragraph 1 hereof and shall promote the servicing and rental of such products in the following area of primary responsibility (herein called "AREA"):

State of Indiana minus counties
in the southeast area.
See attached map

3. The term of the Agreement contained in this schedule shall commence on March 16, 1984 and, unless sooner terminated as provided in Section 10 of the DISTRIBUTOR SALES AGREEMENT to which this schedule is attached, shall expire in one year per agreement, without notice or action by either party.

IN WITNESS WHEREOF, LODAL and DISTRIBUTOR have executed this schedule, in duplicate, this 16 day of March, 19 84.

DISTRIBUTOR:

By Best Equip. Co. Inc.
By [Signature]
Title PRESIDENT

LODAL, INC.
By [Signature]
Title Exec. V.P.

LODAL, INC.

DISTRIBUTOR SALES AGREEMENT

This Agreement, effective the 1st day of January, 19 84,
by and between LoDaL, Inc. (herein called "LODAL"), and CONTAINER SYSTEMS
AND EQUIP. Co., INC.

a Corporation of 506 Bellevue Av.
(corp., partnership, sole proprietorship) (Street and P.O. Box)
Daytona Beach Volusia FLORIDA (herein called "DISTRIBUTOR").
City County State

1. STATEMENT OF PURPOSE:

There is attached to this Agreement one or more schedules signed by LODAL and DISTRIBUTOR describing the products and parts for which DISTRIBUTOR is appointed an authorized distributor, the term of each such appointment, the geographical area in which DISTRIBUTOR will be primarily responsible for distribution of products and parts pursuant to each such appointment, and any other provisions particularly applicable to each such appointment. Additional schedules may be added from time to time, or existing schedules may be renewed, by agreement between LODAL and DISTRIBUTOR. All of such schedules are herein incorporated by reference.

The purpose of this agreement is to state the general provisions of agreement between LODAL and DISTRIBUTOR with reference to the distribution and servicing of products and parts manufactured or distributed by LoDaL.

2. SALES RESPONSIBILITIES:

2.1 DISTRIBUTOR will use its best efforts to sell and promote the sale of parts and products throughout the area of primary responsibility (herein called "AREA") described in the schedule listing such products and parts. DISTRIBUTOR will maintain sales volume of such products and parts within each such AREA in accordance with reasonable standards of performance established by LoDaL from time to time. In furtherance thereof, DISTRIBUTOR will solicit regularly and frequently all potential customers located in each such AREA in a systematic and businesslike manner, will maintain adequate sales control through proper records and salesman's performance measurements.

2.2 SALES TRAINING AND PROMOTION PROGRAMS: To carry out its responsibilities, the DISTRIBUTOR will instruct its salesmen and other employees with respect to sales and servicing of LoDaL products and will cooperate at all times with LODAL in sales and service training and promotional programs initiated by LODAL.

2.3 DISTRIBUTOR will be responsible for training, educating and assisting the service personnel of purchasers of LoDaL products in its area of primary sales responsibility. To this end DISTRIBUTOR will cooperate at all times with LODAL in preparation and conduct of service schools and clinics in order that its own service personnel and the service personnel of owners of LODAL equipment will at all times be well trained in the servicing of such machines and the parts and accessories therefore as reasonably possible.

2.4 DISTRIBUTOR will maintain adequate personnel and service facilities for the actual servicing of LODAL products located in its area of primary responsibility.

2.5 DEMONSTRATION UNIT AND SALES LITERATURE: DISTRIBUTOR will conduct such demonstrations as may be necessary or practical in connection with the sales and promotion of LODAL products to all customers and potential customers within its area of primary sales responsibility. Where practical and useful, DISTRIBUTOR will arrange for and conduct trips by customers and potential customers to the LODAL plant at Kingsford, Michigan. DISTRIBUTOR will submit specification sheets and LODAL literature to potential customers within its area of primary sales responsibility.

2.6 BIDS: DISTRIBUTOR will submit bids on its own behalf for LODAL products so designated in its area of primary sales responsibility. DISTRIBUTOR also undertakes to report to LODAL with respect to all lettings of equipment in which LoDaL equipment could be utilized within its area of primary sales responsibility and to furnish to LODAL's Marketing Department a list of the actual bids received at such lettings.

3. SERVICE:

3.1 DISTRIBUTOR will provide delivery and warranty service for all products sold by DISTRIBUTOR to ultimate users, irrespective of the place of delivery or location of the products, by giving operating and maintenance instructions, making installation inspection and necessary mechanical adjustments both at the time of delivery and at such subsequent times as may be necessary to insure proper and efficient operation. DISTRIBUTOR will also comply with service policy bulletins issued by LODAL from time to time and will make and furnish such delivery reports as LODAL may require.

3.2 DISTRIBUTOR may arrange to have another distributor perform DISTRIBUTOR'S obligations to provide delivery and warranty service on products delivered or located outside its AREA and agree with such distributor on terms and compensation. If said distributor fails to comply, or fails to cause any distributor with whom it has an agreement to comply, with the provisions of this Section 3, LoDaL reserves the right, at its sole discretion, to perform or cause to be performed the obligations of said distributor, and that said distributor agrees to reimburse LoDaL for all costs and expenses incurred by LoDaL in connection therewith. Any such agreement shall not relieve DISTRIBUTOR of its obligations.

3.3 DISTRIBUTOR shall inform LODAL of products to be delivered by DISTRIBUTOR for ultimate use outside of DISTRIBUTOR'S AREA in order to establish responsibility for fulfilling the requirements in this Section 3. In no event shall LODAL be the guarantor or be otherwise obligated to invoice or collect payments between distributors or customers.

4. INVENTORY:

4.1 DISTRIBUTOR will purchase from LODAL for stock and maintain at all times a stock of new products and parts in such quantity and variety as in LODAL'S opinion shall be reasonably necessary in order to meet the trade requirements in each AREA of primary responsibility.

4.2 Terms with respect to the purchase and sale of such parts or discounts allowed on the purchase of such parts will be set forth from time to time in maintenance and/or parts policy statements issued by LODAL.

5. PARTS POLICY:

5.1 DISTRIBUTOR and LODAL will review periodically the size of DISTRIBUTOR'S inventory of parts in relation to his sales and turnover of parts and the number of products in the AREA of primary responsibility. DISTRIBUTOR will make an annual inventory of parts and not later than thirty (30) days after such inventory has been taken, will furnish LODAL with a complete statement of such inventory showing types and quantities of parts on hand for servicing products.

5.2 DISTRIBUTOR will carry on its business transactions with its customers by supplying parts from DISTRIBUTOR'S stock and agrees not to order parts from LODAL for direct shipment to DISTRIBUTOR'S customers except in non-repetitive emergency circumstances. The price for such direct shipments shall be subject to additional charges as established by LODAL from time to time.

5.3 DISTRIBUTOR will not return nor instruct a customer to return products or parts to the LODAL factory without prior authorization in writing and shipping instructions from LODAL.

6. DISCOUNTS:

6.1 Discounts from the suggested List Price in effect on the date of sale will be allowed on LODAL products in accordance with published discount schedules in effect on such dates, unless a special discount has been agreed upon between DISTRIBUTOR and LODAL on a special occasion.

6.2 No purchase order for LODAL products or any part of LODAL products shall be binding upon the corporation until accepted in writing by an authorized representative of LODAL at its' office in Kingsford, Michigan.

6.3 DISTRIBUTOR will pay for all products and accessories at time of shipment unless other arrangements have been made by DISTRIBUTOR with a LODAL officer in writing, prior to the placement of purchase order.

7. SALES BY LODAL:

7.1 LODAL will sell products and parts, or provide service directly or indirectly, to the United States Government, or national conglomerates such as Waste Management, B.F.I., SCA etc., unless prior arrangements are made by a LODAL officer in writing authorizing DISTRIBUTOR to sell or service any of the above accounts in their sales area.

7.2 DIRECT SALES: With prior mutual agreement LODAL may sell, lease, loan or give products or parts, or provide service directly or indirectly to customers in DISTRIBUTOR'S AREA of primary sales responsibility. DISTRIBUTOR shall be entitled to a pre-determined commission or other remuneration in respect thereof; provided, however, that if LODAL so requests, DISTRIBUTOR will render to customers acquiring products, the services enumerated in Section 3.

7.3 QUOTA'S: Since no two DISTRIBUTORS are, or are likely to be so situated as to enjoy identical sales opportunities, it is necessary for LODAL to assign mutual agreed upon quotas to DISTRIBUTOR which shall be based on LODAL'S reasonable determination of the sales potentiality in DISTRIBUTOR'S AREA of primary sales responsibility.

8. CHANGE OR DISCONTINUANCE OF PRODUCTS:

LODAL or its suppliers may change or discontinue any model, size, type or class of Products at any time without notice or obligation to DISTRIBUTOR or user. LODAL or its suppliers may change the design, processes or specifications of any Products without notice and without obligation to make the same or any similar change upon any Products shipped to DISTRIBUTOR or being manufactured or sold in accordance with DISTRIBUTOR'S orders.

9. TRADEMARKS AND SERVICE MARKS:

9.1 OWNERSHIP: LODAL is the owner of the various trademarks, service marks and several other word and design marks used in connection with Products. DISTRIBUTOR acknowledges such ownership and the right of LODAL to control the use or display thereof by DISTRIBUTOR.

9.2 DISPLAY BY DISTRIBUTOR: DISTRIBUTOR is granted the non-exclusive privilege of displaying such trademarks and service marks in connection with the selling and servicing of Products. Provided, however, that DISTRIBUTOR shall discontinue the display or use of any such mark or change the manner in which any such mark is displayed or used when requested to do so by LODAL.

9.3 DISCONTINUANCE OF USE UPON TERMINATION: If any such mark is used as a part of DISTRIBUTOR'S business or corporate name or is used in letterheads, signs, advertising or in any other manner by DISTRIBUTOR, DISTRIBUTOR will immediately discontinue all such use and display upon termination of this Agreement.

10. TERMINATION OF AGREEMENT:

10.1 DISTRIBUTOR and/or LODAL may terminate this Agreement conveyed hereby upon written notice. Such termination to be effective thirty (30) days after receipt by either party of such notice. Termination letter to be sent registered mail to the last known address of the other party.

10.2 TERMINATION BY MUTUAL AGREEMENT: This Agreement may be terminated at any time by mutual written agreement. The Agreement shall be executed and signed by the properly authorized representatives of DISTRIBUTOR and LODAL.

10.3 LODAL may terminate this agreement by note in writing to take effect immediately upon the happening of any of the following events: (a) The institution of any proceedings for the dissolution of DISTRIBUTOR, if a partnership or corporation

or (b) If the DISTRIBUTOR shall be an individual, upon his death or incapacity, or (c) The institution by or against DISTRIBUTOR (and if DISTRIBUTOR shall be a partnership, by or against the partnership or any of its partners) of any proceedings under any bankruptch, arrangement, readjustment or debt or insolvency law of any jurisdiction, or (d) If DISTRIBUTOR is a partnership, in the event of a change in its membership, or (e) In the event of any dispute, disagreement or controversy between or among principals, partners, managers, officers, directors or stockholders of DISTRIBUTOR which, in the opinion of LODAL, may adversely affect the operations, management business or interest of DISTRIBUTOR.

10.4 The termination of this agreement shall not of itself affect the rights of the parties as to any obligations or liabilities of one party to the other that may have accrued at the time of termination. The right of termination granted herein shall be in addition to any other rights of the parties. The DISTRIBUTOR shall have no claim for commissions or discounts on any business placed with LODAL after the effective date of any such termination, except orders which are in the process of being filled or are in the course of transmission on the date of termination.

10.5 LODAL will at its own discretion, accept stock machines and stock parts as returnable from DISTRIBUTOR, freight prepaid, minus up to 20% restocking charges. No products or parts will be accepted unless previous written authorization is approved by LODAL.

11. GENERAL PROVISIONS:

11.1 DISTRIBUTOR NOT AGENT OR LEGAL REPRESENTATIVE: This Agreement does not constitute DISTRIBUTOR, the agent or legal representative of LODAL or its suppliers for any purpose whatsoever. DISTRIBUTOR is not granted any express or implied right or authority to assume or to create any obligation in behalf of or in the name of LODAL or its suppliers or to bind them in any manner of thing whatsoever.

11.2 RESPONSIBILITY FOR DISTRIBUTOR'S COMMITMENTS: DISTRIBUTOR shall be solely responsible for any and all expenditures, obligations or responsibilities made, incurred or assumed by DISTRIBUTOR in preparation for performance of DISTRIBUTOR'S obligations under this Agreement.

11.3 TAXES: DISTRIBUTOR recognizes that it is an independently owned and operated business and as such accepts full responsibility for the collection and/or payment of any taxes as may be required by governmental regulations or statutes in connection with any of the business conducted by DISTRIBUTOR hereunder and DISTRIBUTOR shall hold LODAL harmless in connection with any claims or demands made upon DISTRIBUTOR or LODAL by governmental authorities in connection with the collection of stamp taxes, sales and use taxes, excise taxes, personal property taxes, income taxes and import duties or any other taxes that are applicable in your sales area.

11.4 NOTICES: Any notice required to be given by either party to the other under or in connection with this Agreement shall be in writing and delivered personally or by registered mail. Notices to DISTRIBUTOR shall be directed to DISTRIBUTOR or its representative at the DISTRIBUTOR'S last known principal place of business; notices to LODAL shall be directed to the Sales Manager or Manager of Marketing Administration of LODAL.

11.5 PRIOR AGREEMENTS: There are no other agreements of understanding, either oral or written, between the parties affecting this Agreement or relating to the sale or servicing of Products except as otherwise specifically provided or referred to in this Agreement. This Agreement cancels and supercedes all previous agreements between the parties relating to the subject matters covered herein.

If the foregoing is agreeable to you, please indicate your acceptance thereof by signing this Agreement and returning same to LODAL.

Accepted and agreed to (as amended below)

~~Accepted and agreed to~~ this 1st

day of January, 19 84 A.D.

By: Bill Young

Title President

LODAL, INC.

By: Leslie T. Besson

Title Exec. V.P.

Amendments

~~Section 7.2 is hereby amended to read:~~

~~"Direct Sales: With prior mutual agreement...services enumerated in Section 3. The provisions of this section (7.2) apply to the direct sales to those accounts referred to in section 7.1."~~

~~Section 10.1 is hereby amended to read:~~

~~"DISTRIBUTOR and/or LODAL may terminate this agreement conveyed hereby upon written notice. Such termination to be effective six (6) months after receipt by either party of such notice. Six months is considered reasonable for the following reasons:~~

~~(a) Sales of LoDal products represent in excess of 70 % of all of Distributor's sales~~

~~(b) Distributor has been offering the LoDal product line exclusively in its current Distributor Area for longer than 20 years.~~

~~Termination letter to be sent registered mail to the last known address of the other party."~~

~~Section 10.5 is hereby amended to read:~~

~~LoDal will accept stock machines and stock parts as returnable from DISTRIBUTOR, freight prepaid, minus up to 10% restocking charges. No products or parts will be accepted unless previous written authorization is approved by LoDal.~~

LODAL, INC.

AREA OF SALES AND SERVICE AGREEMENT

This schedule is attached to and a part of a DISTRIBUTOR Sales Agreement dated

_____, 19 ___, between LODAL, INC. and Container Systems
+ Equip. Co., Inc. (DISTRIBUTOR).

1. LODAL hereby appoints DISTRIBUTOR an authorized distributor for the equipment described below (which, together with accessories and attachments therefore manufactured or distributed by LoDaL, are herein called "products"):

(INITIAL APPLICABLE PRODUCTS)

- | | |
|-------|---|
| LDL | - LoDaL Truck Mounted Scoop Bucket Loader |
| LAM | - LoDaL Load-A-Matic Refuse Container System |
| EVO-D | - LoDaL Refuse Collection Vehicle - Diesel Engine |
| EDO | - LoDaL Refuse Collection Vehicle - Gasoline Engine |
| STR | - LoDaL Stationary Compactor |
| CTR | - LoDaL Detachable Refuse Containers |

and for service and replacement parts offered for sale by LODAL for use on products (herein called "parts").

2. DISTRIBUTOR shall promote the sale of the products and parts described in paragraph 1 hereof and shall promote the servicing and rental of such products in the following area of primary responsibility (herein called "AREA"):

State of Florida minus the west end
see attached map

3. The term of the Agreement contained in this schedule shall commence on January 1, 1984 and, unless sooner terminated as provided in Section 10 of the DISTRIBUTOR SALES AGREEMENT to which this schedule is attached, shall expire December 31, 1984, without notice or action by either party.

IN WITNESS WHEREOF, LODAL and DISTRIBUTOR have executed this schedule, in duplicate, this 1st day of January, 19 84.

DISTRIBUTOR:

Container Systems + Equip. Co., Inc.
By Bill Young
Title President

LODAL, INC.:

By John T. Brown
Title Exec. V.P.

Schedule 1.1(g)
ASSIGNED INTELLECTUAL PROPERTY RIGHTS

All intellectual property, designs, drawings, logos, know-how, trade names, trademarks, trademark registrations and any applications therefor, patents, patent registrations and any applications therefor, whether issued or pending, including, without limitation, those items attached hereto and the name "Lodal, Inc." and any derivatives thereof (collectively, the "Assigned Intellectual Property Rights");