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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE
AMERICAN CRANE AND TRACTOR PARTS, INC.

Certificate of Status	0
Certified Copy	0
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Help

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
American Crane and Tractor Parts, Inc.	Missouri	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Taran Tractor Company	Florida	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 11 / 9 / 06 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on November 9, 2006

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 9, 2006

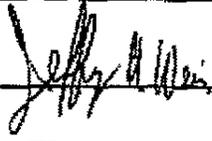
The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FL008 - 12/2005 CT System Update

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 TALLAHASSEE, FLORIDA

Seventh: **SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
American Crane and		Jeffrey A. Weiner, President
Tractor Parts, Inc.		
Teran Tractor Company		Carlos Alberto Teran Bendana, President

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

American Crane and

Tractor Parts, Inc.

Teran Tractor Company



Jeffrey A. Weiner, President

Carlos Alberto Teran Boudana, President

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:
Not Applicable.

OR

Restated articles are attached:

Not Applicable.

Other provisions relating to the merger are as follows:

**AGREEMENT
AND
PLAN OF MERGER**

BY AND BETWEEN

AMERICAN CRANE AND TRACTOR PARTS, INC.

AND

TERAN TRACTOR COMPANY.

Dated as of November 9, 2006

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of November 9, 2006, is entered into between American Crane and Tractor Parts, Inc., a corporation organized under the laws of the State of Missouri (the "Company"), and Teran Tractor Company, a corporation organized under the laws of the State of Florida ("Target Co.").

RECITALS

A. The Boards of Directors of each of the Company and Target Co. have determined that it is in the best interests of their respective stockholders, for Target Co. to merge with and into the Company, with the Company as the surviving entity (the "Merger") upon the terms and subject to the conditions set forth herein.

B. The Boards of Directors and the shareholders of each of the Company and Target Co. have approved the Merger as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the representations, warranties, covenants and agreements contained herein, the parties agree as follows:

1. THE MERGER

1.1 **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as defined below) Target Co. shall be merged with and into the Company and the separate corporate existence of Target Co. shall thereupon cease. The Company shall be the surviving corporation in the Merger sometimes referred to as the "Surviving Corporation") and shall continue to be governed by the laws of the State of Missouri. The separate corporate existence of the Company with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger, and the Company shall succeed, without other transfer, to all of the rights and properties of Target Co. and shall be subject to all of the debts and liabilities of Target Co. The Company and Target Co. are sometimes collectively referred to as the "Constituent Corporations." The Merger shall have the effects specified in The General and Business Corporation Law of Missouri, as amended from time to time (the "GBCL").

1.2 **Closing.** As soon as practicable following satisfaction or waiver of the conditions referred to in Sections 6 and 7 hereof and the availability of the Merger Consideration (as defined below), the closing of the Merger (the "Closing") shall take place at the offices of Donovan & Giannuzzi, LLP, at 10 a.m., local time, or at such other location, time or date as may be agreed to in writing by the parties. The parties intend for the Closing to take place on or around November 9, 2006.

1.3 **Effective Time.** The Merger shall become effective at the time of filing a certificate of Target Co., substantially in the form attached hereto as Exhibit A (the "Certificate of Merger"), with the Secretary of State of the State of Missouri in accordance with the

provisions of Section 347 of the GBCL, which Certificate of Merger shall be delivered for filing to the Secretary of State of the State of Missouri concurrently with the Closing, or as soon as practicable thereafter. The Certificate of Merger shall also be filed with the Secretary of State of the State of Florida. The date and time on which the Merger shall become effective is herein referred to as the "Effective Time".

1.4 **Certificate of Incorporation.** The Certificate of Incorporation of the Company as in effect at the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the terms thereof and the GBCL.

1.5 **By-Laws.** The By-Laws of the Company as in effect at the Effective Time shall be the By-Laws of the Surviving Corporation until duly amended in accordance with the terms thereof, the Surviving Corporation's Certificate of Incorporation and the GCL.

1.6 **Officers and Directors.** The officers of the Company at the Effective Time shall be the officers of the Surviving Corporation, together with Carlos Teran Bendana, who shall serve as the Managing Director of Latin American markets of the Company. The directors of Target Co. at the Effective Time, together with Carlos Alberto Teran Bendana and one other director to be selected by GB International S.p.A. ("GB"), shall be the directors of the Surviving Corporation. Such directors and officers shall remain as such until their successors have been duly elected or appointed and qualified or until the earlier of their death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation, By-Laws, the GBCL and the Second Amended and Restated Shareholders Agreement, dated as of the date hereof, of the Company (the "Shareholders Agreement").

2. **CONVERSION AND PAYMENT FOR SHARES**

2.1 **Conversion and Cancellation of Shares.** The manner of issuing shares of the Company and canceling the shares of the Target Co. in the Merger shall be as follows:

(a) At the Effective Time, each share of Common Stock, \$1.00 par value, of the Company issued and outstanding immediately prior to the Effective Time (the "Common Stock") other than Common Stock held by the Company or stockholders of the Company shall continue to exist.

(b) At the Effective Time, each share of common stock, no par value, of Target Co. issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into _____ shares of Common Stock of the Surviving Corporation (the "Merger Consideration"), which conversion has been calculated in accordance with Section II and Section VI(C) of that certain Letter of Intent dated July 7, 2006, by and between the Company and Target Co., as amended on August 31, 2006. [Note: Number of shares to be determined based upon the relative valuation of the two companies.] The Parties agree that the two shareholders of the Target Co., GB Miami S.r.l., an Italian company ("GB Miami") and Carlos Teran Bendana shall receive the following number of shares as their respective Merger Consideration: (i) GB Miami - _____ shares; (ii) Carlos Teran Bendana - _____ shares.

2.2 Payment for Shares. At the Effective Date, each holder of record of a certificate or certificates of the Target Co. will surrender to the Company for cancellation such share certificates of the Target Co. in exchange for the Merger Consideration.

2.3 No Further Rights. At the Effective Time, all common stock of the Target Co., by virtue of the Merger and without any action on the part of the holders thereof, shall cease to be outstanding and shall be canceled and retired and shall cease to have any rights, except the rights of holders to receive the Merger Consideration, upon the surrender of such Certificate in accordance with Section 2.2

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Target Co. that:

3.1 Corporate Organization and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and is in good standing as a foreign corporation in each jurisdiction where the properties owned, leased or operated, or the business conducted by it require such qualification, except for where such failure to so qualify or be in such good standing, which, when taken together with all other such failures, does not have a material adverse effect (a "Material Adverse Effect") on the financial condition, business, results of operations or prospects of the Company. The Company has the requisite corporate power and corporate authority to carry on its business as it is now being conducted. The Company has delivered to Target Co. a complete and correct copy of the Company's Certificate of Incorporation and By-Laws, each as amended to date. The Company does not own, directly or indirectly, any equity investment or ownership interest in any other entity.

3.2 Capitalization. The authorized capital stock of the Company consists of 50,000 shares of Common Stock, of which 6,062 shares were issued and outstanding immediately prior to the Effective Date. All of the Company's outstanding shares of Common Stock have been duly authorized and are validly issued, fully paid and nonassessable.

3.3 Corporate Authority. Subject only to approval of this Agreement by the holders of a majority of the outstanding Common Shares, the Company has the requisite corporate power and corporate authority and has taken all corporate action necessary in order to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by, and constitutes a valid and binding agreement of, the Company enforceable against the Company in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by general principles of equity.

3.4 Financial Statements. The Company has heretofore furnished to Target Co. copies of the following financial statements: a balance sheet and income statement dated as of August 31, 2006 prepared by House, Park & Dobratz, P.C. ("HP&D"), together with a disclaimed opinion of HP&D dated as of August 31, 2006 (the "Company Financial Statements"). The Company Financial Statements fairly present, in all material respects, the financial position, results of operations and cash flows of the Company as of the dates and for the periods ended. Each of the Company Financial Statements has been prepared in accordance with

generally accepted accounting principles ("GAAP") applied on a consistent basis, except as disclosed in the footnotes thereto or in Section 3.4 of the Disclosure Schedule, and except, in the case of interim statements, for the absence of footnotes and subject to normal year end adjustments.

3.5 Brokers and Finders. Neither the Company nor any of its officers, directors or employees has employed any broker or finder or incurred any liability on behalf of the Company for any brokerage, finder's or similar fees or commissions in connection with the transactions contemplated herein, except that the Company has employed Clairfield Partners, LLC as its financial advisor.

3.6 Disclosure. No representation or warranty contained in this Agreement, and no statement contained in any certificate, list or other writing furnished to the Target Co. pursuant to the provisions hereof, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements herein or therein not misleading.

4. REPRESENTATIONS AND WARRANTIES OF TARGET CO.

Target Co. represents and warrants to the Company that:

4.1 Organization. Target Co. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is in good standing as a foreign corporation in each jurisdiction where the properties owned, leased or operated, or the business conducted by it require such qualification, except for where such failure to so qualify or be in such good standing, which, when taken together with all other such failures, does not have a Material Adverse Effect on the financial condition, business, results of operations or prospects of Target Co. Target Co. has the requisite corporate power and corporate authority to carry on its business as it is now being conducted. Target Co. has delivered to the Company a complete and correct copy of its Articles of Incorporation and By-Laws, each as amended to date. Target Co. does not own, directly or indirectly, any equity investment or ownership interest in any other entity.

4.2 Authority. Target Co. has the requisite power and authority and has taken all action necessary in order to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by, and constitutes a valid and binding agreement of, Target Co. enforceable against Target Co. in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by general principles of equity.

4.3 Governmental Filings; No Violations

(a) No notices, reports or other filings are required to be made by Target Co. with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Target Co. from, any Governmental Entity in connection with the execution and delivery of this Agreement by Target Co. and the consummation by Target Co. of the transactions contemplated hereby, the failure to make or obtain any or all

of which is reasonably likely to have a material adverse effect on the financial condition, business or results of operations of Target Co., or could prevent or materially delay the Merger.

(b) The execution and delivery of this Agreement by Target Co. does not, and the consummation by Target Co. of the transactions contemplated by this Agreement will not, constitute or result in (A) a breach or violation of, or a default under, the charter or bylaws, or other governing documents, as the case may be, Target Co., or (B) a breach or violation of, a default under, or the acceleration of or the creation of a lien, pledge, security interest or similar encumbrance on assets pursuant to (with or without the giving of notice or the lapse of time or both) any provision of any agreement, lease, contract, note, mortgage, indenture, arrangement or other obligation of Target Co. or any of its affiliates or any material change in the rights or obligations of any party under any contract or any law, rule, ordinance or regulation or judgment, decree, order, award or governmental or non-governmental franchise, permit or license to which Target Co. or any of its affiliates is subject or any change in the rights or obligations of any party under any of such contracts, except, in the case of clause (B) above, for such breaches, violations, defaults, accelerations or changes that, alone or in the aggregate, would not have a material adverse effect on the financial condition, results of operations or prospects of Target Co. and its affiliates taken as a whole or that could not prevent or materially delay the Merger, nor will the execution and delivery of this Agreement by Target Co. violate any other governing documents or subject them to litigation or the threat of litigation.

4.4 **Subsidiaries.** Target Co. has no Subsidiaries. As used in this Agreement, "Subsidiary" shall mean any corporation or other organization or entity, whether incorporated or unincorporated, in which the Target Co. is a partner or of which it owns any securities or other interests of any nature whatsoever.

4.5 **Target Co. Capital Stock.** Target Co.'s authorized capital stock consists of one hundred (100) shares of common stock, all of which hold equal voting rights under the Articles of Incorporation, and all of which are issued and outstanding on the date hereof. The common stock constitutes all of the issued and outstanding shares of capital stock of the Target Co. All of the issued and outstanding shares of common stock are duly and validly issued, fully paid and nonassessable and were not issued in violation of any preemptive rights. No Person holds any Target Co. Equity Rights. As used herein, "Target Co. Equity Rights" means any options, warrants, rights of conversion or agreements, arrangements or commitments (whether or not in writing) obligating the Target Co. (with or without consideration and whether or not presently exercisable or convertible) to issue or sell shares of its capital stock. Except as set forth in Section 4.5 of the Disclosure Schedule, there are no voting trusts, shareholders agreements, proxies or other similar agreements in effect with respect to the voting or transfer of the common stock. There is no liability for dividends declared or accumulated but unpaid with respect to any of the shares of common stock.

4.6 **Legal Proceedings.** Except as set forth in Section 4.6 of the Disclosure Schedule, there is no claim, action, suit, arbitration, litigation, governmental investigation or other proceeding, or threats regarding the proceeding (either oral or written in nature) (each, an "Action") pending against the Target Co. or its properties or business, or the transactions contemplated by this Agreement. To the knowledge of the Target Co., there is no Action

threatened against the Target Co. or its properties or business, or the transactions contemplated by this Agreement, which is reasonably likely to have a Material Adverse Effect on the financial condition, business, results of operations or prospects of. Except as set forth in Section 4.6 of the Disclosure Schedule, neither the Target Co. nor its assets and properties is subject to any material order, judgment, injunction, decree, stipulation or determination entered by or with any government, governmental or regulatory authority, board, agency or other entity, or any court, tribunal or judicial body, whether federal, state or local (each, a "Governmental Authority") which is likely to have a Material Adverse Effect on the financial condition, business, results of operations or prospects of.

4.7 Financial Statements. The Target Co. has heretofore furnished to the Company copies of the following financial statements: a balance sheet and income statement dated as of August 31, 2006 prepared by HP&D, together with a qualified opinion of HP&D dated as of August 31, 2006 (the "Target Co. Financial Statements"). The Target Co. Financial Statements are true and correct in all material respects and fairly and accurately present the financial position, results of operations and cash flows of the Target Co. as of the dates and for the periods ended. Each of the Target Co. Financial Statements has been prepared in accordance with GAAP applied on a consistent basis, except as disclosed in the footnotes thereto or in Section 4.7 of the Disclosure Schedule, and except, in the case of interim statements, for the absence of footnotes and subject to normal year end adjustments.

4.8 No Undisclosed Liabilities. The Target Co. has no liabilities or obligations of any nature, whether accrued, absolute, fixed or contingent, except (a) to the extent reflected and accrued for or properly reserved against in the Target Co. Financial Statements, (b) for liabilities disclosed in Section 4.8 of the Disclosure Schedule, or (c) for liabilities and obligations not exceeding \$1,000 individually or \$2,000 in the aggregate which have arisen after August 31, 2006 in the ordinary course of business consistent with past custom and practice, none of which is a liability resulting from breach of contract, breach of warranty, tort, infringement claim or lawsuit.

4.9 Material Contracts.

(a) **Description of Material Contracts.** Section 4.9(a) of the Disclosure Schedule sets forth the following written and oral contracts (collectively, along with each Lease, "Material Contracts") in effect as of the date of this Agreement to which the Target Co. is a party:

- any commitment, contract (excluding any customer contract) or agreement that the Target Co. reasonably anticipates will, in accordance with its terms, involve aggregate payments by the Target Co. of more than \$5,000 in 2006;

- any commitment, contract, agreement, note or other instrument with any customer of the Target Co., which is currently in force and effect and pursuant to which the Target Co. has received within calendar year 2006, or expects to receive in calendar year 2006, at least \$5,000;

- each contract or agreement between the Target Co., or an affiliate, on the one hand, and an individual or entity rendering professional consulting services as a contractor to a customer of the Target Co., on the other hand;

- any employment agreements (including without limitation any arrangements or obligations with respect to severance, change in control or termination pay) with any officer, director or employee of the Target Co.;

- all partnership, joint venture or similar agreements to which the Target Co. is a party;

- any note, loan, letter of credit, contract relating to indebtedness for borrowed money or capitalized leases, or other contract in respect of which the Target Co. is obligated in any way to provide funds in respect of, or to guarantee or assume, any debt, obligation or dividend of any person or entity, the amount of which shall individually or in the aggregate exceed \$5,000;

- any indemnity arrangement arising in connection with any, sale or disposition of assets (other than sales of assets in the ordinary course of business);

- any acquisition or disposition contracts of the Target Co. involving aggregate payments of \$5,000 or more under which a party thereto remains obliged to pay moneys or perform;

- all contracts, agreements and commitments with any Governmental Authority or with any labor union;

- agreements or commitments for capital expenditures in excess of \$5,000 for any single project;

- all patent, trademark, service mark, trade name, copyright and franchise licenses, royalty agreements or similar contracts;

- any material agreements relating to the licensure or ownership of the hardware or software utilized in the Target Co.'s information systems; and

- each contract, agreement or commitment to which the Target Co. is a party (i) limiting the right of the Target Co. prior to or after the Closing Date, or the Company or any of its subsidiaries or affiliates at or after the Closing (x) to engage in, or to compete with any person in, any business, including each contract or agreement containing exclusivity provisions restricting the geographical area in which, or the method by which, any business may be conducted by the Target Co. prior to or after the Closing, or the Company or any of its subsidiaries or affiliates after the Closing or (y) to solicit any customer or client, or (ii) containing "most favored nations" or similar provisions affecting the pricing terms of contracts to which it is a party.

(b) Enforceability of Material Contracts. Each Material Contract, and each other material contract, agreement or commitment entered into between the date hereof and the Closing which would have been required to be disclosed in Section 4.9(a) of the Disclosure Schedule had such contract, agreement or commitment been entered into prior to the date of this Agreement, is in full force and effect and is a legal, valid and binding obligation (except as the enforcement thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect

relating to creditors' rights generally and (b) general principles of equity), and there is not, nor has there been (i) any material default (or any event which, with the giving of notice or lapse of time or both, would be a material default) by the Target Co. or, to the knowledge of the Target Co., any other party, in the timely performance of any obligation to be performed or paid under any such Material Contract or any such other material contract or agreement as described above, (ii) to the knowledge of the Target Co., any threat of cancellation or termination of any such Material Contract, (iii) any contract, agreement or commitment that has been canceled or otherwise terminated within the last twelve (12) months which would have been such a Material Contract had such contract or agreement not been canceled or terminated, or (iv) any modification or amendment to any such Material Contract, subsequent to its delivery to the Company, except as specifically described in Section 4.9(a) of the Disclosure Schedule.

(c) Existence of Material Contracts. True and complete copies of each written (and a summary of each verbal) Material Contract (and any modification or amendment thereto) have been attached hereto as part of Section 4.9(a) of the Disclosure Schedule.

4.10 Compliance With Law; Consents and Authorizations.

(a) Compliance With Law. Except as set forth in Section 4.10(a) of the Disclosure Schedule, the Target Co. has, in all material respects, operated its business in compliance with applicable Law in all material respects and it and its business are not in violation of any Law applicable to the Target Co., which violation could reasonably be expected to have a Material Adverse Effect.

(b) Consents. No consent, authorization, license, approval, order or permit of, or declaration, filing or registration with, or notification to, any Governmental Authority or any third party is required to be made or obtained by the Target Co. in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except as set forth in Section 4.10(b) of the Disclosure Schedule or as expressly contemplated by the terms of this Agreement.

4.11 Insurance. Section 4.11 of the Disclosure Schedule lists all of Target Co.'s insurance policies or binders covering the assets, employees and operations of the Target Co. as of the date hereof, showing the insurers, limits, type of coverage, annual premiums, deductibles and expiration dates. All such policies or binders are in full force and effect. Such policies and binders insure against risks and liabilities, and in amounts and terms and conditions, sufficient to comply with applicable Law and all Material Contracts.

4.12 Tax Matters.

(a) Filing Tax Returns. The Target Co. has timely filed with the appropriate Tax (as defined below) authorities all Tax Returns (as defined below) required to be filed by it or on its behalf on or prior to the date hereof, and such Tax Returns are true, complete and correct. Except as disclosed in Section 4.12 of the Disclosure Schedule, the Target Co. is not currently is the beneficiary of any extension of time within which to file a Tax Return, nor has any such extension been requested by the Target Co. No claim has been made by an authority in a jurisdiction where the Target Co. does not file Tax Returns that the Target Co. may be subject to Taxation by the jurisdiction.

For purposes of this Agreement, the term "Tax" or "Taxes" shall mean any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

For purposes of this Agreement, the term "Tax Return" shall mean any return, report, information return or other document (including any related or supporting information) with respect to Taxes.

For purposes of this Agreement, the term "Code" shall mean the U.S. Internal Revenue Code of 1986, as amended, or any successor law.

(b) **Compliance Prior to Agreement.** With respect to all amounts in respect of Taxes imposed on the Target Co. or for which the Target Co. is liable, whether to taxing authorities or to other persons or entities, with respect to all taxable periods or portions of taxable periods ending on or before the Closing, all applicable Tax laws and agreements with respect to Taxes have been complied with in all material respects, and all such amounts required to be paid by the Target Co. to taxing authorities or others on or before the date hereof have been paid.

(c) **Withholding.** The Target Co. has withheld and paid all Taxes required to be withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party.

(d) **Disputes.** No dispute or claim has been raised or claimed by any taxing authority in connection with or relating to any Taxes of the Target Co. and the Target Co. has no actual or constructive knowledge that such an issue will be raised. There are no outstanding waivers of statute of limitations with respect to any Tax Return or report of the Target Co. and no request for any such waiver is pending. Section 4.12(d) of the Disclosure Schedule lists all federal, state, local, and foreign income Tax Returns filed with respect to the Target Co. for any taxable period ended on or after December 31, 2005, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of an audit. The Target Co. has delivered to Company correct and complete copies of all income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Target Co. since December 31, 2005.

(e) **Encumbrances.** Other than Encumbrances for Taxes disclosed pursuant to Section 4.12(e) of the Disclosure Schedule, there are no Encumbrances on any assets of the Target Co. that arose in connection with any failure (or alleged failure) to pay any Tax.

(f) **Compensation Deductible.** The Target Co. has not made any payments, is not obligated to make any payments and is not a party to any contract, agreement, plan or arrangement that under certain circumstances could obligate it to make any payments,

separately or in the aggregate, that will be nondeductible under Section 280G of the Code (or any corresponding provision of state, local, or foreign income Tax law) or subject to excise Tax to the recipient under Section 4999 of the Code (or any corresponding provision of state, local, or foreign income Tax law).

(g) **No Affiliated Group.** The Target Co. has never been a member of an affiliated group of corporations, within the meaning of Section 1504 of the Code.

(h) **No Consent.** The Target Co. has not filed a consent pursuant to Section 341 (f) of the Code (or any corresponding provision of state, local, or foreign income Tax law) or agreed to have Section 341(f)(2) of the Code (or any corresponding provision of state, local, or foreign income Tax law) apply to any disposition of any asset owned by it.

(i) **No Partnership.** The Target Co. is not a party to any joint venture, partnership or other arrangement that could be treated as a partnership for federal and applicable state, local and foreign income Tax purposes.

(j) **No Safe Harbor Lease.** None of the assets of the Target Co. is property that the Target Co. is required to treat as being owned by any other person pursuant to the "safe harbor lease" provisions of former Section 168(f)(8) of the Code.

(k) **No Tax-Exempt Financing.** None of the assets of the Target Co. directly or indirectly secures any debt, the interest on which is tax-exempt under Section 103(a) of the Code (or any corresponding provision of state, local, or foreign income Tax law).

(l) **No Tax-Exempt Use Property.** None of the assets of the Target Co. is "tax-exempt use property" within the meaning of Section 168(h) of the Code (or any corresponding provision of state, local, or foreign income tax law).

(m) **No Accounting Changes.** The Target Co. has never agreed to make, nor is required to make, any adjustment under Section 481(a) of the Code (or any corresponding provision of state, local, or foreign income Tax law) by reason of a change in accounting method or otherwise.

(n) **No International Boycotts.** The Target Co. has never participated in and is not now participating in, an international boycott within the meaning of Section 999 of the Code (or any corresponding provision of state, local, or foreign income tax law). Except as disclosed in Section 4.12(p) of the Disclosure Schedule, the Target Co. has no permanent establishment in any foreign country, as defined in any applicable Tax treaty or convention between the United States and the relevant foreign jurisdiction.

(o) **No Personal Holding Company.** The Target Co. is not a personal holding company within the meaning of Section 542 of the Code.

(p) **No Tax-Indemnity, Tax-Sharing or Tax-Allocation.** The Target Co. is not a party to nor is it bound by any Tax-indemnity, Tax-sharing, or Tax-allocation agreement.

(g) **Accounting Reserves For Taxes.** The Target Co. Financial Statements include all reserves for matters concerning Taxes as are required under GAAP. The unpaid Taxes of the Target Co. do not exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect temporary differences between book and Tax bases and carry forwards) set forth or included in the Target Co. Financial Statements, as adjusted for the passage of time through the Closing, in accordance with GAAP.

4.13 Brokers and Finders. Neither Target Co. nor any of its affiliates has employed any broker or finder or incurred any liability for any brokerage, finder's or similar fees or commissions in connection with the transactions contemplated herein.

4.14 Statements True and Correct. No representation or warranty by Target Co. herein or in any certificate furnished by or on behalf of Target Co. pursuant hereto contains any untrue statement of a material fact or omits any material fact required to be stated herein or therein or necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

5. POST CLOSING COVENANTS

5.1 Publicity. The initial press release with respect to this Agreement shall be a joint press release and thereafter the Company and Target Co. shall consult with each other prior to issuing any press releases or otherwise making public statements with respect to the transactions contemplated hereby, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law.

5.2 Indemnification

(a) From and after the Effective Time, the Surviving Corporation shall (in each case to the fullest extent permitted by applicable law) indemnify, defend and hold harmless each person who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective Time, an officer, director or employee of the Company or the Target Co. (the "Indemnified Parties") against any and all losses, damages, costs, expenses, liabilities or judgments, or amounts that are paid in settlement of, or in connection with, any claim, action, suit, proceeding or investigation based in whole or in part on or arising in whole or in part out of the Merger and the fact that such person is or was a director, officer or employee of the Company or Target Co. at or prior to the Effective Time and whether asserted or claimed prior to, or at or after, the Effective Time ("Indemnified Liabilities") (and the Surviving Corporation shall pay expenses in advance of the final disposition of any such action or proceeding to each Indemnified Party to the fullest extent permitted by law). The Surviving Corporation shall not take, or cause to be taken, any action to modify or terminate the indemnification arrangements contained in the Company's Certificate of Incorporation, By-Laws or indemnification agreements in a manner that would adversely affect the Indemnified Parties. Without limiting the foregoing, in the event any such claim, action, suit, proceeding or investigation is brought against any Indemnified Party (whether arising before or after the Effective Time), (i) any counsel retained by the Indemnified Parties for any period after the Effective Time shall be reasonably satisfactory to the Surviving Corporation; (ii) after the Effective Time, the

Surviving Corporation shall pay all reasonable fees and expenses of counsel for the Indemnified Parties promptly as statements therefor are received; and (iii) after the Effective Time, the Surviving Corporation shall use all reasonable efforts to assist in the vigorous defense of any such matter, provided that the Surviving Corporation shall not be liable for any settlement of any claim effected without their written consent, which consent, however, shall not be unreasonably withheld. Any Indemnified Party wishing to claim indemnification under this Section 5.2, upon learning of any such claim, action, suit, proceeding or investigation, shall notify the Surviving Corporation (but the failure so to notify the Surviving Corporation shall not relieve either from any liability which it may have under this Section 5.2 except to the extent such failure materially prejudices the Surviving Corporation). The Indemnified Parties as a group may retain only one law firm to represent them with respect to each such matter unless there is, under applicable standards of professional conduct, a potential conflict on any issue between the positions of any two or more Indemnified Parties.

(b) The provisions of this Section 5.2 are intended to be for the benefit of, and shall be enforceable by, each Indemnified Party, and each Indemnified Party's heirs and representatives.

6. CONDITIONS TO OBLIGATIONS OF TARGET CO.

The respective obligations of Target Co. to consummate the Merger are subject to the fulfillment of each of the following conditions, any or all of which may be waived in whole or in part by Company to the extent permitted by applicable law:

6.1 **Employment Agreement and the Shareholders Agreement.** (i) The employment agreement dated as of the Effective Date shall be entered into by and between the Surviving Company and Carlos Alberto Teran Bendana in the form attached hereto as Exhibit B, and (ii) the Shareholders Agreement in the form set forth in Exhibit C, dated as of the Effective Date, shall have been executed by the Surviving Company and all of its shareholders.

6.2 **Litigation.** No court or governmental or regulatory authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and prohibits consummation of the transactions contemplated by this Agreement (collectively, an "Order"); provided, however, that Target Co. shall have taken all reasonable steps to obtain the removal of any such Order, and to appeal as promptly as reasonably possible any such Order.

6.3 **Certain Authorizations and Consents.** All consents shall have been obtained by the Company (or, if such consent relates to indebtedness of the Company and such consent has not been obtained, such indebtedness has been discharged), except to the extent that the failure to obtain any of such consents, individually or in the aggregate, would not be reasonably likely to have a material adverse effect on the financial condition, business, results of operations or prospects of the Surviving Corporation after the Effective Time.

6.4 **Performance.** The Company shall have performed in all material respects all of its obligations under this Agreement to be performed by it at or prior to the Effective Time.

6.5 **Representations and Warranties.** All representations and warranties of the Company in this Agreement shall be true and correct in all material respects, in each case as if each representation or warranty were made as of the Effective Time, except to the extent that any such representation or warranty is made as of a specified date, in which case each representation or warranty shall have been true and correct as of such specified date.

6.6 **Certificate.** Target Co. shall have received at the Closing a certificate to the effect set forth in Sections 6.4 and 6.5, dated as of the date on which the Effective Time shall occur, and executed on behalf of the Company by an executive officer.

6.7 **No Material Adverse Change.** There shall have been no material adverse change in the financial condition, business or results of operations of the Company since August 31, 2006.

7. CONDITIONS TO OBLIGATIONS OF THE COMPANY

The obligations of the Company to consummate the Merger are subject to the fulfillment of each of the following conditions, any or all of which may be waived in whole or in part by the Company to the extent permitted by applicable law:

7.1 **Shareholders Agreement.** The Shareholders Agreement in the form set forth in Exhibit C, dated as of the Effective Date, shall have been executed by the Surviving Company and all of its shareholders.

7.2 **Indemnification Agreement.** The Indemnification Agreement in the form set forth in Exhibit D, dated as of the Effective Date, shall have been executed by all of Target Co.'s shareholders.

7.3 **Target Co. Supply Agreement.** The Company shall have received proof of termination in form satisfactory to it evidencing the termination of that certain Supply Agreement dated as of April 29, 2005, by and between Target Co. and GB Miami S.r.l.

7.4 **Litigation.** No court or governmental or regulatory authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and prohibits consummation of the transactions contemplated by this Agreement (collectively, an "Order"); provided, however, that the Company shall have taken all reasonable steps to obtain the removal of any such Order, and to appeal as promptly as reasonably possible any such Order.

7.5 **Certain Authorizations and Consents.** All consents shall have been obtained by Target Co. (or, if such consent relates to indebtedness of Target Co. and such consent has not been obtained, such indebtedness has been discharged), except to the extent that the failure to obtain any of such consents, individually or in the aggregate, would not be

reasonably likely to have a material adverse effect on the financial condition, business, results of operations or prospects of the Surviving Corporation after the Effective Time.

7.6 Performance. Target Co. shall have performed in all material respects all of its obligations under this Agreement to be performed by it at or prior to the Effective Time.

7.7 Representations and Warranties. All representations and warranties of Target Co. in this Agreement shall be true and correct in all material respects, in each case as if each representation or warranty were made as of the Effective Time, except to the extent that any such representation or warranty is made as of a specified date, in which case each representation or warranty shall have been true and correct as of such specified date.

7.8 Certificate. The Company shall have received at the Closing a certificate to the effect set forth in Sections 7.6 and 7.7, dated as of the date on which the Effective Time shall occur, and executed on behalf of Target Co. by an executive officer.

7.9 No Material Adverse Change. There shall have been no material adverse change in the financial condition, business or results of operations of Target Co. since August 31, 2006.

8. TERMINATION

8.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by the mutual consent of Target Co. and the Company.

8.2 Termination by Target Co. This Agreement may be terminated and the Merger may be abandoned if the Effective Time has not occurred by November 30, 2006, if, at such time (a) the Company shall have failed to comply in any material respect with any of the covenants or agreements contained in this Agreement to be complied with or performed by the Company at the time of such termination and such failure has not been cured (if it is possible to cure) within ten business days of notice to the Company from Target Co., or (b) any material representation or warranty by the Company contained in this Agreement shall be incorrect in any material respect when made.

8.3 Termination by the Company. This Agreement may be terminated and the Merger may be abandoned if the Effective Time has not occurred by November 30, 2006 if, at such time (i) Target Co. shall have failed to comply in any material respect with any of the covenants or agreements contained in this Agreement to be complied with or performed by Target Co. at the time of such termination and such failure has not been cured (if it is possible to cure) within ten business days of notice to Target Co. from the Company or (ii) any material representation or warranty by Target Co. contained in this Agreement shall be incorrect in any material respect when made.

8.4 Effect of Termination. Upon the occurrence of any of the events or conditions specified in this Section 8 (other than by mutual consent) and the determination of a party to terminate this Agreement, notice of termination shall promptly be given by the terminating party to the other, whereupon this Agreement shall forthwith become void (except as

set forth in Section 9.2) and there shall be no liability on the part of Target Co. or the Company or their respective affiliates, except for the liability of any party then in breach of its obligations under this Agreement and except for any breach of a party's obligations under those surviving provisions referred to in Section 9.2.

9. MISCELLANEOUS

9.1 **Payment of Expenses.** If the Merger shall not be consummated, each party hereto shall pay its own expenses incident to preparing for, entering into and carrying out this Agreement and the transactions contemplated hereby. If the Merger is consummated, all expenses shall be paid by the Surviving Corporation.

9.2 **Survival.** The agreements of the Company and Target Co. contained in Sections 1.6, 5.2, 9.1 and this 9.2 shall survive the consummation of the Merger. The agreements of the Company and, Target Co. contained in Sections 8.4, 9.1 and 9.2 shall survive the termination of this Agreement. All other representations, warranties, agreements and covenants in this Agreement shall not survive the consummation of the Merger or the termination of this Agreement, and none of the affiliates, officers, directors or employees of any party shall have any liability therefor.

9.3 **Extension; Waiver.** Subject to the applicable provisions of the GBCL, at any time prior to the Effective Time, the parties hereto may (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (iii) waive compliance with any of the agreements contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

9.4 **Amendments.** This Agreement may be amended by action taken by the Company and Target Co. This Agreement may not be amended except by an instrument in writing signed on behalf of the parties hereto.

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

9.6 **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri, without giving effect to conflicts of law principles.

9.7 **Notices.** Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally, when delivered by facsimile and confirmed, or 48 hours after deposit with the U.S. Postal Service as registered or certified mail, postage prepaid and addressed as follows:

If to the Company:

American Crane & Tractor Parts, Inc.
2200 State Line Road
Kansas City, KS 66103
Attention: Jeffrey A. Weiner, President
Facsimile: (913) 371-3222

with a copy to:

GB International S.p.A.
Via Dell' Industria 22
41100 Modena (Italy)
Attention: Dott. Filippo Borghi
Facsimile: 011-39-059-289091

with a copy to:

Donovan & Giannuzzi, LLP
261 Madison Avenue
New York, New York 10016
Attention: Nicholas L. Giannuzzi, Esq.
Facsimile: (212) 223-0966

If to Target Co.:

Teran Tractor Company
280 Hampton Lane
Key Biscayne, FL 33149
Attention: Carlos Alberto Teran Bendaña
Facsimile: (305) 361-7622

with a copy to:

GB Miami S.r.l.
Via Dell' Industria 22
41100 Modena (Italy)
Attention: Dott. Filippo Borghi
Facsimile: 011-39-059-289091

with a copy to:

Carlos Alberto Teran Bendaña
280 Hampton Lane
Key Biscayne, FL 33149
Attention: Carlos Alberto Teran Bendaña
Facsimile: (305) 361-7622

or such other address as such party shall have designated by notice so given to each other party.

9.8 Entire Agreement; Assignment. This Agreement (including the Disclosure Schedule) (a) constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof and (b) shall not be assignable by operation of law or otherwise.

9.9 Descriptive Headings. The descriptive headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

9.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns, and except as provided in Sections 5.2 and 9.2, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

9.11 Interpretation. This Agreement has been negotiated by the parties and is to be interpreted according to its fair meaning as if the parties had prepared it together and not strictly for or against any party. References in this Agreement to "parties" refer to parties to this Agreement unless expressly indicated otherwise. References in this Agreement to Sections are to Sections of this Agreement unless expressly indicated otherwise. "Including" in this Agreement means "including without limitation." For purposes of this Agreement, the Company shall be deemed to have "knowledge" of a particular fact or matter only if any of the executive officers of the Company has actual knowledge of such fact or matter.

9.12 Representation by Donovan & Giannuzzi, LLP. Each of the parties hereto acknowledges and understands the Donovan & Giannuzzi, L.L.P. ("D&G") has represented GB in its previous purchase of a majority of the Company and has represented GB Miami in its previous purchase of Target Co. Each of the parties hereto (and the shareholders and directors of such parties, who have approved and voted in favor of this Agreement and the Merger) have requested that D&G act as the sole law firm to be used by the parties in connection with the Merger and hereby irrevocably waives any all conflicts that may arise from the role of D&G as the only counsel involved in this transaction. Each of the parties has suggested to its shareholders and directors to obtain its own individual counsel to review this Agreement and the Merger.

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