

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MANITOWOC CRANES, INC		03/31/2007	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MINNPAR HOLDING COMPANY, LLC		
<b>Street Address:</b>	900 6th AVENUE SE		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55414		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74512639	GROVE MANLIFT	
<b>Serial Number:</b>	74337505	G MANLIFT GROVE WORLDWIDE	
<b>Serial Number:</b>	74324427	G MANLIFT GROVE WORLDWIDE	
<b>Serial Number:</b>	74294180	G MANLIFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)378-3741		
<b>Phone:</b>	612-436-5314		
<b>Email:</b>	RDAHLBERG@MINNPAR.COM		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Ryan Dahlberg		
<b>Address Line 1:</b>	900 6th AVENUE SE		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55414		
<b>NAME OF SUBMITTER:</b>	Ryan Dahlberg		
<b>Signature:</b>	/Ryan Dahlberg/		

OP \$115.00 74512639

**900205740**

**TRADEMARK**  
**REEL: 004649 FRAME: 0888**

Date:

10/27/2011

**Total Attachments: 27**

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**ACQUISITION OF**  
**CERTAIN ASSETS OF MANITOWOC CRANES, INC.**  
*by*  
**MINNPAR, LLC**

**CLOSING DATE: MARCH 31, 2007**

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*Execution Copy*

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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

MINNPAR, LLC

AND

MANITOWOC CRANES, INC.

Dated March 31, 2007

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") dated as of March 31, 2007, by and between Manitowoc Cranes, Inc., a Wisconsin corporation, with its principal place of business at 2401 South 30<sup>th</sup> Street, Manitowoc, Wisconsin 54221 (hereinafter "Seller"), and MinnPar LLC, a Delaware limited liability company with its principal place of business at 900 Sixth Avenue, S.E., Minneapolis, Minnesota 55414 (hereinafter "Buyer" or "MinnPar"). MinnPar and Seller may each be referred to as a "Party" or collectively as "Parties." For purposes of making the agreements in Section 6.17 of this Agreement only, The Manitowoc Company, Inc., a Wisconsin corporation with its principal place of business at 2400 South 44<sup>th</sup> Street, Manitowoc, Wisconsin, U.S.A. 54221-0066 ("Manitowoc"), and MinnPar Holding Company, LLC, a Delaware corporation with its principal place of business at 900 Sixth Avenue, S.E., Minneapolis, Minnesota 55414 ("Holding Company") also sign this Agreement below.

### RECITALS

WHEREAS, the Seller is engaged in the business of manufacturing, selling and servicing aftermarket replacement parts for all the models of the "Grove Manlift" aerial work platform product line around the world (the "Business"); and

WHEREAS, the Seller has agreed to sell to the Buyer and the Buyer has agreed to acquire from the Seller certain assets relating to the Business.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

#### Article I Definitions

1.01. Definitions. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

(a) "Affiliate" of any specified Person means (i) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, (ii) any 5% or greater stockholder or equity holder of such specified Person, and (iii) in the case of a specified Person that is an individual, such individual's relatives whether by blood or marriage. For purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(b) "Closing" means the closing of the purchase and sale of the Purchased Assets contemplated by this Agreement. The Parties acknowledge and agree that the Closing shall be deemed to have occurred as of 12:01 a.m. on the Closing Date.

(c) "Closing Date" means the date of this Agreement.

(d) "Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(e) "Code 3000 Parts" means the aftermarket replacement parts used in the Business that are specifically listed on Schedule 2.01(c)(A), by part number, as "Code 3000" parts. All Code 3000 Parts are part of the Product Line. Code 3000 Parts in the possession of Seller as of the Closing Date are included in the Inventory.

(f) "Encumbrance" means any lien, charge, security interest, mortgage, pledge, option or other encumbrance of any nature whatsoever, but excludes liens, charges, security interests, mortgages, pledges, options and other encumbrances (i) for current Taxes and assessments not yet due and payable or being contested in good faith by appropriate proceedings or (ii) that, individually or in the aggregate, do not materially detract from the value, or impair in any material manner the use, of the properties or assets subject thereto.

(g) "GAAP" means United States generally accepted accounting principles, consistently applied.

(h) "Governmental Authority" means (i) any federal, state, county, local, municipal or foreign governmental or administrative agency or political subdivision thereof, (ii) any governmental or quasi-governmental authority, board, bureau, commission, department, instrumentality or regulatory body (including a body regulating airports) and (iii) any court or administrative tribunal.

(i) "Inventory" means all of the Unique Parts and the Code 3000 Parts in the possession of the Seller as of the Closing Date, all of which are specifically identified on Schedule 2.01(a). Each piece of Inventory is either Usable Inventory or Obsolete Inventory.

(j) "JLG Agreement" means the Intellectual Property License and Tooling Use Agreement between Manitowoc and JLG Industries, Inc. dated April 30, 2004.

(k) "Knowledge" means actual knowledge of Larry J. Weyers, in his capacity as the Executive Vice President of Seller, after due inquiry.

(l) "Loss" or "Losses" means (i) all losses, liabilities and obligations owed to or at the behest of any third party, (ii) all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, orders, decrees, rulings, penalties, fines and amounts paid in settlement and (iii) all expenses and fees, including court costs and reasonable attorneys' fees and expenses, of defending the foregoing, but excludes, in each of subclauses (i), (ii) and (iii) above, incidental damages,

consequential damages, lost profits, damages based upon the diminution of the value of the Business, the Purchased Assets or any multiple thereof, punitive damages and damages arising from changes in any law occurring after the Closing.

(m) Reserved

(n) "Non-Exclusive Parts" means those aftermarket replacement parts ever used in the Business prior to the Closing Date which are not Unique Parts or Code 3000 Parts. Non-Exclusive Parts are not part of the Product Line. Non-Exclusive Parts in the possession of the Seller as of the Closing Date are not included in the Inventory.

(o) "Obsolete Inventory" means, with respect to each item in the Inventory, the amount of Seller's inventory for each such item which exceeds the sales demand received by Seller for that item in the twenty-four (24) month period ending September 30, 2006 as determined on Seller's Schedule of Inventory. (For purposes of illustration only, if 20 units of Inventory item X are on hand, and Seller's Schedule of Inventory shows that only 8 were sold in the twenty-four months ending September 30, 2006, 12 units of Inventory item X are Obsolete Inventory.)

(p) "Person" means any individual, partnership, limited liability company, limited liability partnership, corporation, association, joint stock company, trust, joint venture, unincorporated organization or Governmental Authority.

(q) "Product Line" means all of the aftermarket replacement parts ever used in the Business prior to the Closing Date, but excluding all Non-Exclusive Parts.

(r) "Seller's Schedule of Inventory" means the schedule showing Seller's inventory records of Inventory on-hand, use and replenishment through September 30, 2006 and which is attached hereto as Exhibit A and which shall include Seller's cost for each item of Usable Inventory and Obsolete Inventory as of that date.

(s) "Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, capital gain, intangible, environmental (pursuant to Section 59A of the Code or otherwise), custom duties, capital stock, franchise, employee's income withholding, foreign withholding, social security (or its equivalent), unemployment, disability, real property, personal property, sales, use, transfer, value added, registration, alternative or add-on minimum, estimated or other tax, including any interest, penalties or additions to tax in respect of the foregoing, whether disputed or not, and any obligation to indemnify, assume or succeed to the liability of any other Person in respect of the foregoing.

(t) "Third Party Claim" means a claim or demand made by any Person other than a Party or an Affiliate of a Party against an Indemnitee.

(u) "Unique Parts" means all aftermarket replacement parts ever sold as part of the Business prior to the Closing Date that do not have any application to any machines other than all the models of the "Grove Manlift" aerial work platform. Unique Parts are



not Code 3000 Parts. All of the Unique Parts are part of the Product Line. Unique Parts in the possession of Seller as of the Closing Date are included in Inventory.

(v) "Usable Inventory" means, with respect to each item in the Inventory, the amount of Seller's inventory for each such item which is the same as the sales demand received by Seller for that item in the twenty-four (24) month period ending September 30, 2006, as determined on Seller's Schedule of Inventory. (For purposes of illustration only, if 20 units of Inventory item X are on hand, and Seller's Schedule of Inventory shows that only 8 were sold in the twenty-four months ending September 30, 2006, 8 units of Inventory item X are Usable Inventory.)

## Article II Purchase and Sale

2.01. Purchase and Sale. Upon the terms and subject to the conditions in this Agreement, at the Closing, the Seller shall sell, transfer, assign, and convey to the Buyer, and the Buyer shall purchase from the Seller, all of the Seller's right, title and interest in all of the following assets (except the Excluded Assets defined below), as they exist on the Closing Date (collectively, the "Purchased Assets"):

- (a) all of the Inventory listed on Schedule 2.01(a);
- (b) the drawings owned by Seller and used exclusively by Seller in the manufacture and purchase of the Unique Parts;
- (c) data identifying all part numbers for the Product Line (such data to be delivered at Closing for the Code 3000 Parts on Schedule 2.01(c)(A), and the corresponding data for the Unique Parts to be provided during the Transition Period and thereafter in accordance with Section 6.18 hereof), engineering drawings for the Inventory, and all data, records and information associated therewith (in all mediums or embodiments whether it is paper or electronic), including but not limited to computer stored data, customer and supplier information, drawings, sales records, sales literature, advertising materials and artwork (which include artwork, provided such artwork is generic and does not contain any name, logo or any other trademarks or service marks (except for "Manlift" tradenames shown on Schedule 2.01(c)(C)) that are owned or licensed by Seller or its Affiliates), bills of material, routings, inventory records, cost and pricing information, all data on fiche and microfilm, part number assignment books, change notice log books, parts standards books, material specifications and books, part number supercession data, inspection and deviation records, service parts books and manuals (which include artwork, provided such artwork is generic and does not contain any name, logo or any other trademarks or service marks (except for "Manlift" tradenames shown on Schedule 2.01(c)(C)) that are owned or licensed by Seller or its Affiliates), purchase records and purchase history, vendor information, vendor part numbers and sales history by dealer/customer, in each case, to the extent the applicable data, records and information are both (i) used or held for use exclusively in the Business and (ii) available to the Seller as of the last day of the Transition Period (the "Parts Information"); and

(d) each of the metal or wood cabinets of the Seller which contain only Parts Information, provided that such cabinets are used exclusively in the Business.

2.02. Excluded Assets. The Seller is not selling, and the Buyer is not purchasing, any assets of the Seller (or of Manitowoc) that are not specifically listed in Section 2.01, including, but not limited to, (a) any assets not related to the Business and (b) any right in, to or under the name "Manitowoc," "Manitowoc Cranes," "Manitowoc Crane CARE", "Grove" or any derivations thereof or any logo or other trademarks or service marks related thereto (collectively, the "Excluded Assets"). Buyer agrees that it will not, and will cause its Affiliates not to, use the word(s) "Manitowoc," "Manitowoc Cranes," "Manitowoc Crane CARE," "Grove" or any symbol or logo incorporating any such word in connection with the sale of any goods or services or otherwise in the conduct of its or its Affiliates' businesses.

2.03. Assumed Liabilities. Upon the terms and subject to the conditions in this Agreement, at the Closing, Buyer shall assume and agree to pay, perform and discharge, as and when due, those liabilities of the Seller arising from and after the Closing Date under the Sales Orders (as defined in Section 6.06) and the Purchase Orders (as defined in Section 6.07) (collectively, the "Assumed Liabilities").

2.04. Retained Liabilities. Except for the Assumed Liabilities, the Buyer is not and shall not assume nor be responsible to pay, perform or discharge any obligations, liabilities, contracts or commitments of the Seller of any kind or nature whatsoever, whether known or unknown, contingent or fixed. Seller is retaining all liabilities of Seller associated with the Business and the Purchased Assets which arose before the Closing Date, including but not limited to (a) liabilities of the Seller to service, repair, replace or re-perform goods shipped or services performed by the Seller on or before the Closing Date, (b) liabilities for product liability arising from goods shipped or services performed by the Seller on or before the Closing Date, (c) liabilities of the Seller and its Affiliates with respect to all contracts and other agreements with dealers or part sellers, (d) liabilities for any parts returned to Seller, its Affiliates and any dealers in accordance with Seller's parts return policy, and (e) liabilities to creditors or any holder of a claim of any type, except, in each case, for the Assumed Liabilities (collectively, the "Retained Liabilities").

### Article III Purchase Price

3.01. Purchase Price. The aggregate purchase price for the Purchased Assets is (a) the assumption of the Assumed Liabilities and (b) Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00) (the "Purchase Price"). The cash portion of the Purchase Price shall be paid with Three Million Seven Hundred Thousand and 00/100 Dollars (\$3,700,000.00) paid to Seller at the Closing (the "Closing Payment") by wire transfer of immediately available funds to an account or accounts designated by the Seller not less than three days prior to the day of the Closing. The remaining cash portion of the Purchase Price being One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) will be paid as set forth in Section 3.02 below (the "Usable Inventory Payments") and is subject to adjustment as described therein.

3.02. Usable Inventory Shipments and Payments. Notwithstanding anything to the contrary in this Agreement, title to the Inventory will be transferred to Buyer at the Closing. Following the Closing, the Inventory will be delivered from Seller to Buyer. All Inventory will be shipped by Seller to Buyer F.O.B. Seller's facility, at the expense of Buyer, before the end of the period starting on April 1, 2007 and ending ninety (90) days later (the "Transition Period"). All shipments of Inventory will be accompanied by a packing slip prepared by Seller and which will describe the quantity of pieces of each different item of Inventory contained in that shipment. Buyer, on receipt of the shipment, will reconcile the quantity of pieces for each item of Inventory described in the packing slip with the actual pieces received in the shipment. As each such shipment of Inventory is received by Buyer, Buyer will confirm the quantity of Usable Inventory contained in such shipment. Within ten (10) days after each such shipment of Inventory is received, Buyer will pay Seller, by wire transfer of immediately available funds, an amount equal to Seller's cost for each item of Usable Inventory that is contained in such shipment, as such cost is shown on Seller's Schedule of Inventory. The payments are subject to the reductions which Buyer is entitled to under Section 3.03 below (the "Transition Period Reductions"). The Purchase Price shall be deemed adjusted by the amount by which all of the Usable Inventory Payments made from Buyer to Seller, including any Transition Period Reductions, total less than, or greater than, One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00). There will be no adjustments to Purchase Price with respect to Obsolete Inventory.

3.03. Adjustments for Transition Period Sales of Usable Inventory. In order to continue seamless service to the Businesses' customers during the Transition Period, during the Transition Period only, Seller may order parts for the Product Line and sell Usable Inventory to such customers. To facilitate this, if and whenever Seller does order and sell such a part: (a) Buyer shall reimburse Seller for the cost of each item of Usable Inventory that is sold to such customers, as such cost is shown on Seller's Schedule of Inventory; (b) Seller shall retain the proceeds of such sales of that Usable Inventory; and (c) the Usable Inventory Payments shall be reduced by the amount of the net sales proceeds actually received and retained by Seller attributable to such sales. As used in subclause (c) of this Section 3.03, the term "net sales proceeds" shall mean the invoice or contract price charged by Seller for the applicable item of Usable Inventory, less (i) all commercial, trade or cash discounts, (ii) all adjustments or allowances granted by Seller, and (iii) all sales, excise or other governmental taxes.

3.04. Taxes and Assessments. All personal property taxes and special assessments which, in each case, have become a lien on any of the Purchased Assets as of the Closing Date shall be paid by the Seller on or before the Closing Date. Ad valorem taxes for personal property which have not yet become a lien on the Purchased Assets as of the Closing Date shall be prorated (assuming taxes accrue on a due date basis) based on the number of days in the period to which such tax or taxes appertain prior to the Closing Date and the number of days in such period from and after the Closing Date, with the Seller being responsible for all such taxes attributable for the period prior to the Closing Date, and the Buyer being responsible for all such taxes for the period from and after the Closing Date. Any sales, transfer and other Taxes arising as a result of the transactions contemplated by this Agreement will be paid by Buyer.

3.05 Purchase Price Allocation. The Parties shall allocate the Purchase Price among the Purchased Assets in accordance with Exhibit B (the "Purchase Price Allocation"). Each

Party shall (a) be bound by the Purchase Price Allocation and (b) file all Tax Returns (including amended returns and claims for refund) in a manner consistent with the Purchase Price Allocation and otherwise act in accordance with the Purchase Price Allocation in the preparation of all financial statements and in the course of any Tax audit, Tax review or Tax litigation relating thereto.

**Article IV**  
**Representations and Warranties of the Seller**

Seller hereby represents and warrants to the Buyer as follows:

4.01. Organization, Qualification and Authority. The Seller is a corporation, validly existing and in good standing under the laws of the State of Wisconsin. The Seller has the power and authority to own, lease and operate its properties and Purchased Assets as presently owned, leased and operated and to carry on its business as it is now being conducted. The Seller has all the requisite right, power and authority to execute and deliver this Agreement and all documents and agreements to be executed and delivered by the Seller pursuant to the provisions of this Agreement and to carry out the terms of this Agreement and to consummate the transactions contemplated on the part of the Seller hereunder. This Agreement, and all other agreements and documents executed in connection herewith by the Seller, upon due execution and delivery hereof and thereof, shall constitute the valid and binding obligations of the Seller, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity.

4.02. Noncontravention. The execution, delivery and performance of this Agreement by the Seller and the consummation of the transactions contemplated hereby by the Seller will not: (a) violate any provision of the articles of incorporation or bylaws or other agreement among the Seller and its shareholders; or (b) except for the approval of JLG Industries, Inc. with respect to the sublicense of Manitowoc's rights and obligations under the JLG Agreement, constitute a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its Purchased Assets is subject (or result in the imposition of any Encumbrance upon any of its Purchased Assets, except for Encumbrances created or suffered by Buyer or any of its Affiliates), except, in each of subclauses (a) and (b), where the violation, breach, default, acceleration, termination, modification, cancellation, failure to give notice or Encumbrance would not reasonably be expected to have a material adverse effect on the Business or the ability of Seller to consummate the transactions contemplated by this Agreement.

4.03. Consents and Approvals. Except for the approval of JLG Industries, Inc. with respect to the sublicense of Manitowoc's rights and obligations under the JLG Agreement, no consent, approval or authorization of, or declaration, filing, or registration with, any Person is required to be made or obtained by Seller in connection with the performance of this Agreement and the consummation of the transactions contemplated hereby.

4.04. Title/Permitted Liens. The Seller has legal title to the Purchased Assets free and clear of all Encumbrances. Upon the consummation of the transactions contemplated by this

Agreement, the Buyer will have acquired legal title in and to, or a valid license interest in or assignment of, each of the Purchased Assets to be acquired by it, free and clear of all Encumbrances (other than Encumbrances created or suffered by Buyer or any of its Affiliates).

4.05. Condition of Purchased Assets. All of the Inventory is valued in Seller's financial statements in accordance with GAAP. All of the tools, tooling, and trade fixtures included in the Purchased Assets are in useable condition, as such tools, tooling and trade fixtures are currently used in the Business. All of the tools, tooling and trade fixtures used by Seller to operate the Business are included in the Purchased Assets or used by Seller under the JLG Agreement. All of the tooling which is owned by Seller and used exclusively in the Business is listed on Schedule 4.05(a) including its present location. All other tooling which is not owned by Seller but is used in the Business in accordance with the JLG Agreement is listed on Schedule 4.05(b) including its present location.

4.06. Litigation; Compliance with Laws. The Seller is conducting the Business in compliance with all applicable laws, statutes, rules, regulations and orders of all Governmental Authorities, except for instances of noncompliance that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on the Business or the ability of Seller to consummate the transactions contemplated by this Agreement. Except as set forth on Schedule 4.06, there are no lawsuits, proceedings, actions, arbitrations, governmental investigations or proceedings pending or, to the Seller's Knowledge, threatened involving the Purchased Assets or the Business.

4.07. Insurance. Seller has in effect and, during the term of its ownership of the Business, has continuously maintained insurance coverage for the Business.

#### Article V Representations and Warranties of the Buyer

Buyer hereby represents and warrants to the Seller as follows:

5.01. Organization, Qualification and Authority. The Buyer is a limited liability company organized, validly existing and in good standing under the laws of the State of Delaware. The Buyer has the power and authority to own, lease and operate its properties as presently owned, leased and operated and to carry on its business as it is now being conducted. The Buyer has the right, power and authority to execute, deliver and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated on the part of the Buyer hereby. This Agreement, and all other agreements and documents executed in connection herewith by the Buyer, constitute the valid and binding obligations of the Buyer, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity.

5.02. Noncontravention. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not: (a) violate any provision of the certificate of formation and operating agreement of Buyer; or (b) result in a breach or

constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Buyer is a party or by which it is bound or to which any of its assets is subject, except where the violation, breach, default, acceleration, termination, modification, cancellation, failure to give notice or Encumbrance would not reasonably be expected to have a material adverse effect on the ability of the Buyer to consummate the transactions contemplated by this Agreement.

5.03 Consents and Approvals. Except for the approval of JLG Industries, Inc. with respect to the sublicense of Manitowoc's rights and obligations under the JLG Agreement, no consent, approval or authorization of, or declaration, filing, or registration with, any Person is required to be made or obtained by Buyer in connection with the performance of this Agreement and the consummation of the transactions contemplated hereby.

## Article VI Covenants of Parties

6.01. Services and Supply Agreement. At the Closing, the Parties will enter into a services and supply agreement in form and substance reasonably acceptable to the Parties (the "Supply Agreement").

6.02. Further Technical Assistance. After the expiration or termination of the Supply Agreement, Seller shall have no further obligation to provide to Buyer any technical assistance, including assistance related to the manufacture, use, sale, maintenance, repair or service of the parts for the Product Line. However, if Buyer requests such assistance, Seller, in its discretion, may provide such assistance at the levels and for the duration that Seller determines is appropriate.

6.03. Covenant not to Compete. For the period starting on the Closing Date and ending ten (10) years thereafter, Seller shall not manufacture, provide, solicit sales for, sell, or distribute any parts used in the Product Line as of the Closing Date (except for the benefit of Buyer) or directly or indirectly own, manage, control, invest in or have any beneficial interest in any Person whose sole and exclusive business is in competition with the Product Line (the "Covenant Not to Compete"). Notwithstanding the foregoing:

(a) The Covenant Not to Compete shall not prohibit, restrict or otherwise affect the ability of Seller to, directly or indirectly, (i) manufacture, provide, solicit sales for, sell or distribute any Non-Exclusive Parts or any parts that are returned to Seller, and not purchased by Buyer, as described in Section 6.10, (ii) repair, replace or otherwise service aerial work platforms and related equipment, parts and accessories in satisfaction of any liabilities of Seller, whether now existing or hereafter arising, including liabilities relating to performance, structural or mechanical warranties for aerial work platforms, or (iii) acquire or invest in (and thereafter own and operate) any company or business that, directly or indirectly through one or more Affiliates, manufactures, provides, solicits sales for, sells or distributes any parts used in the Product Line, provided that the revenues derived by such acquired company or business from

such activities, during the twelve (12) month period immediately preceding the date of acquisition, do not exceed twenty-five percent (25%) of the total revenues of such acquired company or business taken as a whole.

(b) The Covenant Not to Compete shall terminate and be of no further force or effect upon the occurrence of any of the following: (i) Buyer (or its permitted successors or permitted assigns) no longer provides or offers, provides warranty and related services for and/or sells the parts for the Product Line; (ii) Seller reasonably believes that Buyer (or its permitted successors or permitted assigns) intends to cease providing or offering warranty and related services for and/or selling the parts for the Product Line and Seller notifies Buyer of this belief and Buyer acknowledges it in writing to Seller; and (iii) Buyer (or its permitted successors or permitted assigns) becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned for the benefit of its creditors.

(c) Nothing in this Section 6.03 shall prohibit Seller (or Manitowoc) from exercising its rights or performing its obligations under this Agreement, the Supply Agreement or any other agreement between Buyer on the one hand and Seller or any of its Affiliates on the other hand.

6.04. Survival. All representations and warranties set forth in this Agreement shall survive the consummation of the transactions provided for in this Agreement for eighteen months after the Closing Date and shall provide the basis for the remedies available under this Agreement to the non-breaching party in the event of a breach of any of such representations and warranties as of the Closing Date.

6.05. Broker's and Finder's Fees. Each Party will pay and be responsible for any payment or fee owed to any finder, broker or similar person engaged by such Party in connection with the transactions contemplated by this Agreement. Each Party agrees to fully indemnify the other Party for any amount incurred by such other Party for any breach of this covenant.

6.06. Assumed Sales Orders. Exhibit C sets forth those of Seller's open sales orders for the sale of Product Line parts which Buyer has selected to assume at the Closing (the "Sales Orders") pursuant to an assignment and assumption agreement to be entered into at the Closing. Subject to Section 3.03, Buyer shall be entitled to all sales proceeds arising from the consummation of each sale so assumed if and to the extent such sales proceeds arise from the delivery of goods which are taken from the Inventory on or after the Closing Date, or Buyer's other inventory.

6.07. Assumed Purchase Orders. Exhibit D sets forth those of Seller's open purchase orders relating the Product Line parts which Buyer has selected to assume at the Closing (the "Purchase Orders") pursuant to an assignment and assumption agreement to be entered into at the Closing.

6.08. Publicity. Neither Party will issue any press release or make any other public statement relating to the transactions contemplated hereby unless (i) mutually agreed to in writing by the Parties, (ii) required by law, regulation or court order and any such release or statement will be subject to prior review by Buyer and the Seller or (iii) in the case of the Seller,

required by any securities law or any rule or regulation of any United States securities exchange on which securities of Manitowoc are listed. After the Closing, Buyer may publicly announce the completion of the transaction for marketing purposes through press releases and marketing materials provided that the content and timing of such press releases and marketing materials has been approved (in each instance) in writing by Seller prior to their public use, where such approval shall not unreasonably withheld.

6.09. Warranty Claims Service. As a service to Seller, Buyer will support and administer the warranty claims of the Businesses' customers for claims related to Product Line parts and/or Non-Exclusive Parts sold by Seller as part of its operation of the Product Line before the Closing Date. Buyer will provide this service based on Seller's agreement to reimburse the costs of each replacement part provided to satisfy a warranty claim, plus a fee of 15% of the replacement part cost to cover administrative and overhead costs (in each case, the "Warranty Charge"). Buyer will notify Seller every thirty (30) days during this period when there are such claims that have been satisfied by Buyer and will include reasonable detail as to the nature of the claim and the cost of providing the replacement parts that were provided to the applicable customer in connection with the satisfaction of the claim. Within five (5) business days after receipt of each notice, Seller will pay Buyer the Warranty Charge for the replacement parts detailed in the notice, but only if the provision of the replacement parts was required by, and provided in accordance with, the written warranty that applies to the goods to which the claim relates. Buyer shall provide Seller with such information as Seller reasonably requests from time to time with respect to the warranty claims, replacement parts and costs described in this Section 6.09.

6.10. Dealer Returned Parts. All agreements or contracts between Seller, or its Affiliates, and any dealer with respect to returning parts to Seller is a Retained Liability and Buyer has no obligation to receive such parts or to pay the dealer, Seller or any other party for such parts. However, Seller does grant Buyer a right of first refusal to purchase any Unique Parts which are Usable Inventory and which are returned to Seller or may be returned to Seller from a dealer within three months after the Closing Date. After notice from Seller to Buyer that such parts are available, Buyer may exercise this right and purchase the Unique Parts on the same terms as Buyer is purchasing the Usable Inventory in this Agreement by delivering written notice of exercise and payment in a form acceptable to Buyer within five business days after Buyer delivers such notice.

6.11. Delivery of Certain Purchased Assets and Tooling. During the Transition Period, Seller shall deliver the tangible Purchased Assets (other than Inventory) and the Tooling Materials (as such term is defined in the JLG Agreement) to Seller's loading dock for delivery to Buyer F.O.B. Seller's facility to the extent such Purchased Assets and Tooling Materials are not needed by Seller to fulfill its obligations under the Supply Agreement. Buyer shall be solely responsible for costs associated with shipping the Purchased Assets and the Tooling Materials to its facilities (or in the case of Tooling Materials, to another location), excluding all costs associated with packing, labeling and packaging the Purchased Assets and Tooling Materials all which will be done by Seller.

6.12. Employee Non-Solicitation. From the Closing Date until the date that is two years after the Closing Date, neither Party shall take any action to employ or otherwise engage,



including engaging in discussions regarding employment or engagement with, any person who is employed by the other Party or its Affiliates and whose identity became known to the Party, with whom the Party or its representatives have had contact or about which the Party obtained any confidential or proprietary information as a result of the Party's evaluation of, or otherwise in connection with, the transactions contemplated by this Agreement or the Supply Agreement. Notwithstanding the foregoing, nothing in this Section 6.12 shall prohibit a Party (the "Employing Party") from employing any employee of the other Party or its Affiliates (a) who initiates employment discussions with the Employing Party without any direct or indirect solicitation by the Employing Party, (b) who responds to a public advertisement of general solicitation placed by the Employing Party or (c) whose employment with the other Party and its Affiliates has terminated prior to any contact with such employee initiated by the Employing Party.

6.13. IP Rights. Subject to the sublicense of Manitowoc's rights and obligations under the JLG Agreement, Buyer shall take all actions that Seller reasonably requests from time to time so that Seller has all rights that Seller requires under the JLG Agreement to permit Seller to exercise its rights and to perform its obligations under this Agreement and the Supply Agreement.

6.14 Certain Data. As promptly as reasonably possible and not later than the last day of the Transition Period, Seller shall provide Buyer with copies of data identifying all part numbers for the Non-Exclusive Parts, Seller's suppliers for those Non-Exclusive Parts, and the data identifying all the model names and serial numbers of the aerial work platforms which will use the aftermarket parts from the Product line. As between Seller and Buyer, Seller shall retain all ownership rights associated with such data.

6.15 Parts Information. After the Closing, Seller and its Affiliates will use their commercially reasonable best efforts to provide Buyer, upon Buyer's reasonable request, with the information described in Section 2.01(c) which Seller or an Affiliate of Seller still retains because such information is contained in an embodiment or medium that contains other information not related to the Business. "Commercially reasonable best efforts" shall include Seller's effort to provide such information to Buyer even if Seller's extraction, copying, redaction or recompiling is necessary in Seller's sole discretion to protect Seller's business and legal rights to the other information or data which is not related to the Business, provided that the cost and burden of such efforts are commercially reasonable.

6.16 No Objection to Use and Covenant Not to Sue. Seller does not and will not object to Buyer's use of the trademark and logo listed on Schedule 6.16 (the "Trademark") for Buyer to market itself as the authorized supplier of Manlift parts in the ordinary course of Business (as it exists on the Closing Date), and Seller, for itself, and for its subsidiaries, assigns, successors, affiliates, and divisions, hereby covenants not to sue Buyer, or any successor or assigns of Buyer, for such use of the Trademark. Seller's agreement not to object to Buyer's use shall inure to the benefit of all successors and assigns of Buyer and shall be binding on all successors and assigns of Seller with any rights in the Trademark.

6.17 Agreements Relating to JLG Agreement and Sublicense Agreement. On the Closing Date, Manitowoc will enter into a sublicense agreement in which Manitowoc will

sublicense certain rights Manitowoc has under the JLG Agreement (the "Sublicense Agreement") to Holding Company.

(a) Manitowoc agrees that it shall not, under any circumstances or for any reason whatsoever, exercise its rights under the JLG Agreement to terminate the JLG Agreement.

(b) If JLG provides Manitowoc with written notice of an alleged material breach or default of the JLG Agreement pursuant to Section 10.2(a) of the JLG Agreement, then Manitowoc will promptly provide a copy of such notice to Holding Company. If both (i) Manitowoc fails to promptly provide a copy of such notice to Holding Company and (ii) JLG terminates the JLG Agreement pursuant to Section 10.2(a) thereof as a result of the failure to cure the alleged material breach or default that is described in such notice, then Manitowoc shall indemnify Holding Company for all losses suffered by Holding Company as a result of the termination. The nature of losses so indemnified would not be limited (thus the definition of "Losses" does not apply in this section) and therefore would include, but not be limited to, Holding Company's lost profits, lost business opportunities and consequential damages, provided that Manitowoc's obligation to provide indemnification under this Section 6.17(b) would end once the indemnified losses reached an amount equal to the Purchase Price.

(c) If JLG seeks to terminate the JLG Agreement by providing Manitowoc with written notice of an alleged material breach or default of the JLG Agreement pursuant to Section 10.2(a) of the JLG Agreement, then Manitowoc and Holding Company will cooperate in good faith to determine a mutually acceptable means of responding to such alleged material breach or default. If Manitowoc does not take action that Holding Company reasonably determines is necessary to cure such alleged material breach or default within the thirty (30) day period described in Section 10.2(a) of the JLG Agreement (so as to prevent the termination of the JLG Agreement pursuant to Section 10.2(a)), then Manitowoc will permit Holding Company to take action reasonably necessary to cure such alleged material breach or default on or before the last day of such thirty (30) day period. Manitowoc will indemnify Holding Company for the reasonable out-of-pocket expenses incurred by Holding Company as a result of actions taken by Holding Company pursuant to the preceding sentence, except to the extent that (i) such alleged material breach or default relates to an act or omission of Holding Company or any of its sublicensees or any of their respective contractors, employees, agents or other representatives, (ii) there was no actual material breach or default of the JLG Agreement, notwithstanding JLG's allegations, or (iii) the actions taken by Holding Company pursuant to the preceding sentence were not commercially reasonable in respect of curing such alleged material breach or default.

(d) References to Holding Company in subsections 6.17(b) and 6.17(c) shall be construed to mean both Buyer and Holding Company, for as long as Buyer owns a majority of the membership units or other equity interests of Holding Company or has the power to vote or direct the voting of sufficient voting interests to elect a majority of the board of directors or comparable governing body of Holding Company.

(e) This entire Section 6.17 (subparagraphs (a) through (d)) of this Agreement will survive the Closing Date and after the Closing Date indefinitely. Manitowoc's agreements in

this Section 6.17 shall inure to the benefit of all permitted successors and permitted assigns of Buyer and shall be binding on all successors and assigns of Manitowoc and Seller.

6.18 Schedule of Unique Parts; Continued Cooperation. Before the end of the Transition Period, Seller will deliver to Buyer a schedule showing the Unique Parts by part number which Seller can determine using its commercially reasonable efforts during the Transition Period. From the end of the Transition Period until the third anniversary of the Transition Period, the Parties agree to exercise commercially reasonable efforts to cooperate with each other in providing Buyer the information and data included in the Purchased Assets for any Unique Part which was excluded from the aforementioned schedule once the fact of its exclusion is brought to the attention of one of the Parties. The Parties acknowledge Section 9.08 of this Agreement.

## Article VII Closing Deliveries

7.01. Closing Deliveries of the Seller. At the Closing, the Seller shall deliver the documents, agreements, and certificates called for below.

(a) General Assignment and Bill of Sale. The Seller shall execute and deliver to Buyer a bill of sale transferring the Purchased Assets.

(b) Supply Agreement. The Seller shall execute and deliver to Buyer the Supply Agreement.

(c) JLG Sublicense Agreement. The Seller shall cause Manitowoc to execute and deliver to Buyer the Sublicense Agreement with respect to the JLG Agreement.

(d) Authorizing Resolutions of Seller. The Seller shall deliver to Buyer the resolutions of the board of directors of Seller authorizing and approving this Agreement, the transactions contemplated by this Agreement and all of the documents delivered in connection with this Agreement.

(e) Other Documents. Seller shall deliver to Buyer any other documents and instruments required by this Agreement to effect or evidence the transactions contemplated by this Agreement.

7.02. Closing Deliveries of the Buyer. At the Closing, the Buyer shall deliver the funds, documents, agreements and certificates called for below.

(a) Purchase Price. Buyer shall deliver the Closing Payment to Seller.

(b) Supply Agreement. The Buyer shall execute and deliver to Seller the Supply Agreement.

(c) JLG Sublicense Agreement. The Buyer shall execute and deliver to the Seller the Sublicense Agreement with respect to the JLG Agreement.

(d) Assignment and Assumption Agreement. The Buyer shall execute and deliver to the Seller an assignment and assumption agreement to assume the Assumed Liabilities from the Seller.

(e) Authorizing Resolutions of Buyer. Buyer shall deliver resolutions of the managers or managing members of Buyer authorizing and approving this Agreement, the transactions contemplated by this Agreement and all of the documents delivered in connection with this Agreement.

(f) Other Documents. Buyer shall deliver to the Seller any other documents and instruments required by this Agreement or reasonably requested by the Seller to effect or evidence the transactions contemplated by this Agreement.

## Article VIII Indemnification

### 8.01. Indemnification.

(a) By Seller. The Seller shall indemnify, defend and hold harmless Buyer and its officers, directors, managers, members, employees, and agents (the "Buyer Indemnified Parties") against and in respect of Losses incurred by the Buyer Indemnified Parties arising out of or resulting from: (i) any breach of any of the representations or warranties made by Seller in this Agreement; (ii) any breach of the covenants and agreements made by Seller in this Agreement or any other agreement or instrument executed and delivered by Seller in connection with the Closing, including the Supply Agreement or (iii) any Retained Liabilities.

(b) By Buyer. Buyer shall indemnify, defend and hold harmless Seller and its Affiliates, and their respective officers, directors, shareholders, employees and agents (the "Seller Indemnified Parties"), against and in respect of Losses incurred by the Seller Indemnified Parties arising out of or resulting from: (i) any breach of any of the representations or warranties made by Buyer in this Agreement; (ii) any breach of the covenants and agreements made by Buyer in this Agreement or any agreement or instrument executed and delivered by Buyer in connection with the Closing, including the Supply Agreement; (iii) ownership of the Purchased Assets or operation of the Business on or after the Closing Date; or (iv) any Assumed Liabilities.

### 8.02. Indemnification Procedures - Third Party Claims.

(a) In order for a Party that has a right of indemnification hereunder (each an "Indemnitee") to be entitled to any indemnification provided for under this Agreement arising out of or involving a Third Party Claim, the Indemnitee must provide a written notice of the commencement of the claim, or any threat thereof including the nature and basis of the claim and the amount thereof, to the extent known, and any other relevant information (a "Notice of Claim") to the Party from which indemnification is sought (the "Indemnitor") as soon as possible after receipt by such Indemnitee of notice of the Third Party Claim, but in no event later than thirty (30) days thereafter and in no event more than five (5) business days after being served with any summons, complaint or similar legal process. Thereafter, the Indemnitee shall deliver to the Indemnitor, within five (5) business days after the Indemnitee's receipt thereof, copies of all notices and documents, including all court papers, received by the Indemnitee relating to the

Third Party Claim. No failure to give a Notice of Claim shall affect, limit or reduce the indemnification obligations of an Indemnitor hereunder in respect of a Third Party Claim, except to the extent such failure actually prejudices such Indemnitor's ability to defend the Third Party Claim and except as set forth in Section 8.03(c)(iv).

(b) If a Third Party Claim is made against the Indemnitee, then the Indemnitor shall be entitled to participate in the defense thereof and, if the Indemnitor so chooses, to assume the defense thereof with counsel selected by the Indemnitor and reasonably satisfactory to the Indemnitee. If the Indemnitor so elects to assume the defense of a Third Party Claim, then the Indemnitor shall not be liable to the Indemnitee for legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof. If the Indemnitor, within a reasonable time after receipt of a Notice of Claim relating to a Third Party Claim, chooses not to assume defense of a Third Party Claim or fails to defend such Third Party Claim actively and in good faith, then the Indemnitee shall (upon further notice) have the right to undertake the defense of such Third Party Claim.

(c) Notwithstanding the Indemnitor's assumption of the defense of a Third Party Claim, the Indemnitee shall have the right to employ its own counsel in respect of any such Third Party Claim, but the fees and expenses of such counsel shall be at the Indemnitee's own cost and expense, unless the employment of such counsel and the payment of such fees and expenses shall have been specifically authorized in writing by the Indemnitor in connection with the defense of such Third Party Claim.

(d) The Indemnitee or the Indemnitor, as the case may be, who is controlling the defense of the Third Party Claim shall keep the other reasonably informed of such Third Party Claim, whether or not such Party is represented by counsel. The Parties agree to render to each other such assistance as they may reasonably require of each other in order to ensure the proper and adequate defense of any such Third Party Claim, including providing the Indemnitor with access to and use of all relevant corporate records and making available its officers and employees for depositions, pre-trial discovery and as witnesses at trial, if required. In requesting any such cooperation, the Indemnitor shall have due regard for, and attempt to not be unreasonably disruptive of, the business and day-to-day operations of the Indemnitee and shall use commercially reasonable efforts to follow the reasonable requests of the Indemnitee regarding any documents or instruments which the Indemnitee believes should be given confidential treatment.

(e) The Indemnitor shall not make or enter into any settlement of any Third Party Claim which the Indemnitor has undertaken to defend, without the Indemnitee's prior written consent (which consent shall not be unreasonably withheld or delayed), unless the Indemnitee receives a general and unconditional release with respect to the claim (in form, substance and scope reasonably acceptable to the Indemnitee) or there is no finding or admission of any violation of law by, or effect on any other claim that may be made against, the Indemnitee. In the event that the defense of any Third Party Claim is undertaken by Indemnitee or Indemnitor, Indemnitee will not make or enter into any settlement, or consent to the entry of judgment in respect, of such Third Party Claim without the prior written consent of Indemnitor, which consent will not be unreasonably withheld.

8.03. Indemnification Procedures - Other Claims, Indemnification Generally.

(a) A claim for indemnification for any matter not relating to a Third Party Claim may be asserted by Indemnitee promptly delivering a Notice of Claim to the Indemnitor, which notice shall set forth the specific facts and circumstances, in reasonable detail, relating to such Loss or Losses, the amount of Loss or Losses (or a non-binding, reasonable estimate thereof if the actual amount is not known or not capable of reasonable calculation) and the specific Section(s) of this Agreement upon which the Indemnitee is relying in seeking such indemnification. The Indemnitee shall afford the Indemnitor reasonable access upon reasonable notice to all relevant corporate records and other information in its possession relating thereto.

(b) If any Party becomes obligated to indemnify another Party with respect to any claim for indemnification hereunder and the amount of liability with respect thereto shall have been finally determined, the Indemnitor shall pay such amount to the Indemnitee in immediately available funds within two business days following written demand by the Indemnitee.

(c) The Seller's obligations under Section 8.01(a), and the Buyer's obligations under Section 8.01(b), shall be subject to the following limitations:

(i) An Indemnitor shall not have any liability for Losses for breach of representations or warranties unless and until each individual claim for Losses exceeds Five Thousand Dollars (\$5,000), and no such Losses that are less than Five Thousand Dollars (\$5,000) shall be aggregated for purposes of subclause (ii) of this Section 8.03(c);

(ii) An Indemnitor shall not have any liability for Losses for breach of representations or warranties unless and until the aggregate amount of all Losses for which the Indemnitor would otherwise be liable exceeds One Hundred Fifty Thousand Dollars (\$150,000), at which point the Indemnitor, subject to subclause (iii) of this Section 8.03(c), shall indemnify Indemnitee for such Losses, but only to the extent such Losses exceed One Hundred Fifty Thousand Dollars (\$150,000);

(iii) An Indemnitor shall not have any liability for Losses for breach of representations or warranties to the extent the aggregate amount of all Losses for which the Indemnitor would otherwise be liable exceeds One Million Four Hundred Seventy Thousand Dollars (\$1,470,000); and

(iv) An Indemnitor shall not have any liability for Losses for breach of representations or warranties at any time after the date that is eighteen months after the Closing Date; provided, however, that the Indemnitor's obligations under Section 8.01(a)(i) or Section 8.01(b)(i), as applicable, shall not terminate with respect to any item for which the Indemnitee shall have, prior to the last day of such eighteen-month period, previously made a claim by delivering a Notice of Claim and complies with the requirements therefore, but only with respect to the content of, and on the basis set forth in, such Notice of Claim.

8.04 No Offset. An Indemnitee shall have no right to satisfy, in whole or in part, any amounts owing to the Indemnitee under this Article VIII by setting off any amounts owed to the Indemnitor by the Indemnitee.

8.05 Exclusive Remedy. Except for claims arising from fraud and for injunctive relief available under applicable law, the indemnification provisions of this Article VIII shall be the sole and exclusive remedy with respect to any and all claims arising out of or relating to Buyer's investigation of Seller, the Business, the Purchased Assets or the Assumed Liabilities, this Agreement, the negotiation and execution of this Agreement or any contract entered into pursuant hereto (except to the extent otherwise expressly set forth therein) or the performance by the Parties of its or their terms, and no other remedy shall be had pursuant to any contract, misrepresentation or other tort theory or otherwise by Buyer and its officers, directors, shareholders, employees, agents, affiliates, attorneys, consultants, insurers, successors and assigns, all such remedies being hereby expressly waived to the fullest extent permitted under applicable Law. In addition, the amount of indemnification obligations of Seller set forth in this Article VIII shall be the maximum amount of indemnification obligations set forth hereunder, and Buyer shall not be entitled to a rescission of this Agreement (or any related agreements) or any further indemnification rights or claims of any nature whatsoever, all of which are hereby expressly waived by Buyer to the fullest extent permitted under applicable law.

**Article IX**  
**Miscellaneous**

9.01. Entire Agreement. This Agreement and the schedules and exhibits delivered in connection herewith constitute the entire agreement of the Parties with respect to the subject matter hereof. The representations, warranties, covenants and agreements set forth in this Agreement constitute all the representations, warranties, covenants and agreements of the Parties hereto and upon which the Parties have relied, and except as specifically provided herein, no change, modification, amendment, addition or termination of this Agreement or any part thereof shall be valid unless in writing and signed by or on behalf of the party to be charged therewith.

9.02. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes if (i) hand delivered, (ii) sent by a nationally recognized overnight courier or (iii) sent by telephone facsimile transmission (with the sender bearing the burden of proof of delivery) as follows:

If to Buyer:

MinnPar, LLC  
900 Sixth Avenue, S.E.  
Minneapolis, Minnesota 55414  
Attention: Shirish Pareek, President and CEO  
Telecopy No. 612-378-3741

With a copy to:

Williams, Williams, Rattner & Plunkett, P.C.  
380 N. Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009  
Attention: R. Jamison Williams, Jr., Esq.  
Telecopy No. (248) 642-0856

If to Seller:

Manitowoc Cranes, Inc.  
2401 South 30<sup>th</sup> Street  
Manitowoc, Wisconsin 54221  
Attention: Larry J. Weyers, Executive Vice President  
Telecopy No.

With a copy to:

The Manitowoc Company, Inc.  
2400 South 44<sup>th</sup> Street  
Manitowoc, Wisconsin 54220  
Attention: Maurice D. Jones, Senior Vice President, General Counsel and Secretary  
Telecopy No.: (920) 652-9777

or at such other address as any Party may specify by notice given to the other Party in accordance with this Section 9.02. The date of giving of any such notice shall be the date of hand delivery, the business date sent by telephone facsimile, and the business day after delivery to the overnight courier service for next business day delivery.

9.03. Waivers and Amendments. This Agreement may be amended, superseded, canceled, renewed or extended and the terms hereof may be waived only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance.

9.04. Counterparts. This Agreement may be executed by the Parties by facsimile signature pages and in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

9.05. Governing Law; Severability.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

Should any clause, section or part of this Agreement be held or declared to be void or illegal for any reason, all other clauses, sections or parts of this Agreement shall nevertheless continue in full force and effect. Each Party agrees that service of process in any



suit or proceeding shall be sufficiently accomplished if accomplished in accordance with the notice provisions set forth in this Agreement.

9.06. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective permitted successors and permitted assigns. Neither this Agreement nor any rights or obligations hereunder shall be assignable by either Party, whether voluntarily or by operation of law, without the prior written consent of the other Party, except that Buyer may assign its rights and obligations under this Agreement in conjunction with the sale or transfer of substantially all of the assets or stock assets of Buyer to an Affiliate or a third party.

9.07. Expenses. Except as otherwise expressly set forth in this Agreement, each of Buyer and Seller shall bear all of their own expenses in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby, including, without limitation, all fees and expenses of its agents, representatives, counsel and accountants regardless of whether the transactions contemplated by this Agreement are consummated.

9.08. Further Assurances. From time to time after the Closing, each Party will timely execute and deliver to the other such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances and other instruments, as may be reasonably requested by a Party or its counsel in order to vest in Buyer all right, title and interest of Seller in and to the Purchased Assets and otherwise in order to carry out the purpose and intent of this Agreement.

9.09. No Third-Party Beneficiaries. This Agreement is not intended to be for the benefit of and shall not be enforceable by any person who or which is not a party hereto (or a permitted assign or permitted successor to such party).

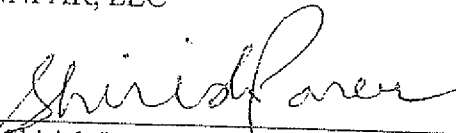
9.10 Bulk Transfer Laws. Each Party hereby waives compliance by the other Party with the provisions of the bulk transfer law, bulk sales law or similar law of any jurisdiction with respect to the transactions contemplated by this Agreement.

*Signatures on Following Page*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**BUYER**

MINNPAR, LLC

By:   
Shirish Pareek, President and CEO

03/31/2007

**SELLER**

MANITOWOC CRANES, INC.

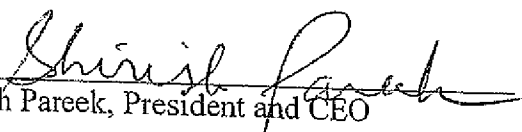
By: \_\_\_\_\_

For due consideration the sufficiency and receipt of which is hereby acknowledged, and for the purposes of making the agreements set forth in Section 6.17 of this Agreement only, and intending to be legally bound thereby, The Manitowoc Company, Inc. and MinnPar Holding Company, LLC hereby execute this Agreement with the signature of their authorized officer below.

THE MANITOWOC COMPANY, INC.

By: \_\_\_\_\_

MINNPAR HOLDING COMPANY, LLC

By:   
Shirish Pareek, President and CEO

*Signature Page to Asset Purchase Agreement*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

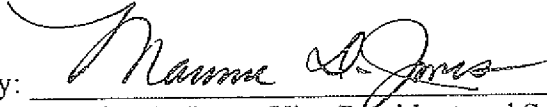
**BUYER**

MINNPAR, LLC

By: \_\_\_\_\_  
Shirish Pareek, President and CEO

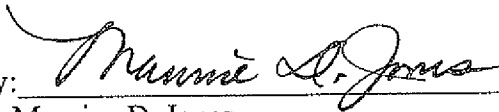
**SELLER**

MANITOWOC CRANES, INC.

By:  \_\_\_\_\_  
Maurice D. Jones, Vice President and Secretary

For due consideration the sufficiency and receipt of which is hereby acknowledged, and for the purposes of making the agreements set forth in Section 6.17 of this Agreement only, and intending to be legally bound thereby, The Manitowoc Company, Inc. and MinnPar Holding Company, LLC hereby execute this Agreement with the signature of their authorized officer below.

THE MANITOWOC COMPANY, INC.

By:  \_\_\_\_\_  
Maurice D. Jones  
Senior Vice President, General Counsel and Secretary

MINNPAR HOLDING COMPANY, LLC

By: \_\_\_\_\_  
Shirish Pareek, President and CEO

*Signature Page to Asset Purchase Agreement*

List of Exhibits and Schedules

Exhibits

- A – Seller’s Schedule of Inventory
- B -- Purchase Price Allocation
- C – Sales Orders
- D – Purchase Orders

Schedules

- 2.01(a) – List of Inventory (Unique Parts and Code 3000 Parts in Seller’s Possession on Closing Date)
- 2.01(c)(A) – List of All Code 3000 Parts
- 2.01(c)(C) – List of “Manlift” tradenames
- 4.05(a) – Tooling Owned (and locations)
- 4.05(b) – Tooling Used Under JLG Agreement (and locations)
- 4.06 – Litigation
- 6.16 - Trademarks and Logos

SCHEDULE 2.01(c)(C)  
List of Manlift trademarks

1.

**MANLIFT®**

2.



3.

**MANLIFT®**