

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMI TEREX CORPORATION		08/15/2013	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	CMI Roadbuilding Ltd.		
Street Address:	Viaduct Works, Canon Street		
City:	Leicester, England		
State/Country:	UNITED KINGDOM		
Postal Code:	LE4 6GH		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85634380	SURG-STOR	
CORRESPONDENCE DATA			
Fax Number:	4056078686		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	405-607-8600		
Email:	nrouse@dunlapcoddling.com, alatham@dunlapcoddling.com, docketing@dunlapcoddling.com		
Correspondent Name:	Nicholas D. Rouse		
Address Line 1:	P.O. Box 16370		
Address Line 4:	Oklahoma City, OKLAHOMA 73112		
ATTORNEY DOCKET NUMBER:	1345.021		
NAME OF SUBMITTER:	Nicholas D. Rouse		
SIGNATURE:	/nicholasdrouse/		
DATE SIGNED:	03/10/2014		
Total Attachments: 27			
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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of August 15, 2013 by and between **CMI TEREX CORPORATION**, an Oklahoma corporation (“**Seller**”), CMI Roadbuilding Ltd., a company organized under the laws of England and Wales (“**Buyer Parent**”), CMI Roadbuilding, Inc. a Delaware corporation (“**Buyer Subsidiary**”) (**Buyer Parent** and **Buyer Subsidiary** are collectively referred to herein as, “**Buyers**”), Terex Corporation (“**Terex**”), a Delaware corporation which joins this Agreement with respect to Sections 4.7 and 6.1 through 6.7 hereof.

BACKGROUND: Seller designs, manufactures, supplies, sells and provides after sales support and servicing for concrete plant, asphalt plant and landfill and dirt compaction equipment (the “**Sold OKC Business**”). Seller owns the Acquired Assets (as defined below) and is willing to sell the Acquired Assets to Buyers and Buyers wish to purchase the assets pursuant to the terms and conditions below.

Therefore, in consideration of the mutual representations, warranties, covenants and agreements, and upon the terms and subject to the conditions set forth below, Buyers and Seller (individually, a “**Party**”; collectively, the “**Parties**”) agree as follows:

1. TERMS OF PURCHASE AND SALE

1.1 Acquired Assets; Excluded Assets

- (a) On the Closing Date Seller shall sell, transfer and deliver to Buyers, and Buyers shall purchase, acquire and accept from Seller, all of Seller’s right, title and interest to and in the Acquired Assets, free and clear of all Encumbrances, other than the Assumed Liabilities. As used in this Agreement, the term “Acquired Assets” shall mean (i) all right, title and interest in the Intellectual Property owned by Seller and solely used or solely held for use in the Sold OKC Business and necessary for the operation of the Sold OKC Business as presently conducted by Seller with respect to the manufacture, sale and service of the products set forth on Schedule 1.1(a)(i) (the “Acquired Intellectual Property”); (ii) all right, title and interest in the Intellectual Property owned by Seller and solely used or solely held for use in the Sold OKC Business and necessary for the manufacture, sale and service of any products not listed on Schedule 1.1(a)(i) but historically manufactured by the Sold OKC Business (the “Historical Intellectual Property”); (iii) all Books and Records solely used or solely held for use in the Sold OKC Business (other than Seller’s stock ledger, minute books, corporate seal and similar Books and Records relating to Seller) including customer lists, sales records, standard terms and conditions of sale, historic installation and supply records, service and parts manuals, health and safety related documentation and marketing materials; (iv) all Inventory related to the Sold OKC Business as set forth in Schedule 1.1(a)(iv); (v) tooling and fixtures set forth on Schedule 1.1(a)(v); (vi) all of Seller’s legal right in and to the trademarks set forth in Schedule 1.1(vi) which include “Glasgow Batcher”, “Surg-Stor”, “Johnson-Ross” and “Trashmaster”; (vii) the assigned contracts identified in Schedule 1.1(a)(vii) (the “Assigned Contracts”) and (viii) all claims, causes of action, choses of action, rights of recovery and rights of set-off of any kind to the extent related to the Acquired Assets, against any Person, including any Encumbrances or other rights to payment or to enforce payment in connection with any Acquired Assets, and the right to enforce all rights in and to the Acquired Intellectual Property and Historical Intellectual Property included in the Acquired Assets, including the right to sue (and seek and retain damages) for infringement, misappropriation or other violation (including past infringement, misappropriation or other violation) of such Intellectual Property. Notwithstanding anything to the contrary contained herein, the delivery of the Historical Intellectual Property may not occur at Closing and may be

delivered by Seller in accordance with Schedule 1.5 hereof. Any Intellectual Property owned by Seller which is not solely used or solely held for use in the Sold OKC Business (and therefore not included in the Acquired Intellectual Property), and necessary for the operation of the Sold OKC Business as presently conducted by Seller with respect to the manufacture, sale and service of the products set forth on Schedule 1.1(a)(i), shall be licensed to Buyers following the Closing pursuant to a perpetual, royalty-free, exclusive and sub-licensable license solely for use in the manufacture, sale and service of concrete plants, asphalt plants and landfill and dirt compaction equipment (the "Licensed Intellectual Property").

- (b) The legal ownership of the Acquired Assets shall be apportioned between the Buyer Parent and Buyer Subsidiary as set forth in Schedule 1.1(b) hereof.
- (c) As used in this Agreement, the term "Excluded Assets" shall mean all other assets of Seller or its Affiliates which are not being sold and transferred to Buyers pursuant to Section 1.1(a).

1.2 Assumption of Liabilities. On the Closing Date and subject to the terms and conditions set forth in this Agreement, Buyers shall expressly assume, and agree to pay or otherwise perform or discharge, the Assumed Liabilities. As used in this Agreement, the term "Assumed Liabilities" shall mean the following Liabilities: (i) with respect to any Legacy OKC Employee, all Liabilities relating to or arising out of the employment or termination thereof by Buyers after the Closing Date; (ii) all Liabilities arising out of, relating to or otherwise in respect of any and all goods related to the Sold OKC Business which are manufactured, or services or other work performed, by Buyers or their Affiliates after the Closing Date, including without limitation, any product Liability or warranty Liability relating to goods manufactured by the Buyers or their Affiliates after the Closing Date; and (iii) Liabilities under the Assigned Contracts.

The Assumed Liabilities shall not include, and Seller shall not assign to Buyers, and Buyers shall not assume, any of the Excluded Liabilities. Excluded Liabilities shall be all Liabilities of Seller of any kind other than the Assumed Liabilities, including, without limitation: (i) Liability to any OKC Employee including benefits, workers' compensation, overtime liabilities or non-compliance with any labor law; (ii) all Liabilities arising out of, based upon, resulting from or relating to the Acquired Assets or the Sold OKC Business, whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and based upon, relating to, arising out of or resulting from any fact, circumstance, occurrence, condition, act or omission occurring or existing, in whole or in part, prior to the Closing Date; (iii) Liabilities of Seller for fees, costs and expenses of attorneys, independent public accountants, investment bankers, consultants or other representatives incurred in connection with the negotiation, preparation or consummation of this Agreement; (iv) Liabilities arising out of or related to the Excluded Assets; (v) Liabilities of Seller arising out of or based on any contract (other than the Assigned Contracts) entered into prior to the Closing Date; (vi) and all Liabilities arising out of, relating to or otherwise in respect of any and all goods related to the Sold OKC Business which are manufactured, or services or other work performed, by the Sold OKC Business or Seller or its Affiliates prior to the Closing Date, including without limitation, any product Liability or warranty Liability relating to goods manufactured by the Sold OKC Business prior to the Closing Date.

1.3 Purchase Price

- (a) On the Closing Date Buyers will pay to Seller in accordance with the allocation of assets provided for in Schedule 1.1(b): (i) an amount equal to (x) [REDACTED] plus (y) [REDACTED] by wire transfer of immediately available funds in U.S. dollars (the "Initial

Purchase Price,” and as adjusted pursuant to Section 1.3(b), the **“Purchase Price”**) to an account or accounts of Seller specified by Seller in writing at least three (3) Business Days before the Closing Date.

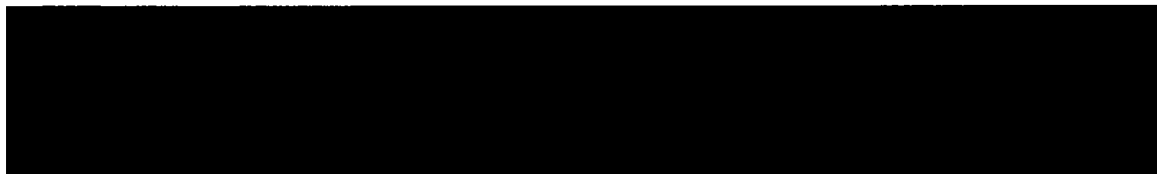
- (b) Not less than two (2) days before Closing, Seller shall provide Buyers with an estimate of the value of Inventory as of the Closing Date based on the historical Inventory policies of Seller consistently applied with respect to Inventory maintained in the Ordinary Course of Business by the Sold OKC Business (such estimate the **“Estimated Closing Date Inventory Value”**). Following the Closing but no later than fifteen (15) Business Days after the Closing Date, the parties shall conduct a joint physical inventory to determine the actual value of the Inventory at the Closing Time using the values and methodologies used in determining the Estimated Closing Date Inventory Value (the **“Final Inventory Value”**) as follows: (i) by adding the value of any purchases and other additions to Inventory not included in the Estimated Closing Date Inventory Value and (ii) subtracting from Inventory the value of any sales not reflected in the Estimated Closing Date Inventory Value, in each case, from the date on which the Estimated Closing Date Inventory Value is calculated through the Closing Time, and solely based on the historical Inventory policies of Seller consistently applied with respect to Inventory maintained in the Ordinary Course of Business by the Sold OKC Business through the Closing Time.
- (c) To the extent the Estimated Closing Date Inventory Value exceeds the Final Inventory Value, Seller shall pay to Buyers [REDACTED]. To the extent Final Inventory Value exceeds the Estimated Closing Date Inventory Value, Buyers shall pay to Seller [REDACTED]. Any such payment shall be made by wire transfer of immediately available funds to an account designated by the recipient of such transfer within three (3) Business Days after the date on which the Final Inventory Value is agreed upon. The parties agree that any Inventory reserves taken by Seller after March 31, 2013 shall be disregarded for purposes of calculating the Estimated Closing Date Inventory Value and the Final Inventory Value. In addition, for the avoidance of doubt, the Estimated Closing Date Inventory Value and Final Inventory Value shall not be reduced as a result of any accounting entries or charges made or taken by Seller on its books in order to reflect any impairment, reserve or other charges arising from or related to the Transaction.

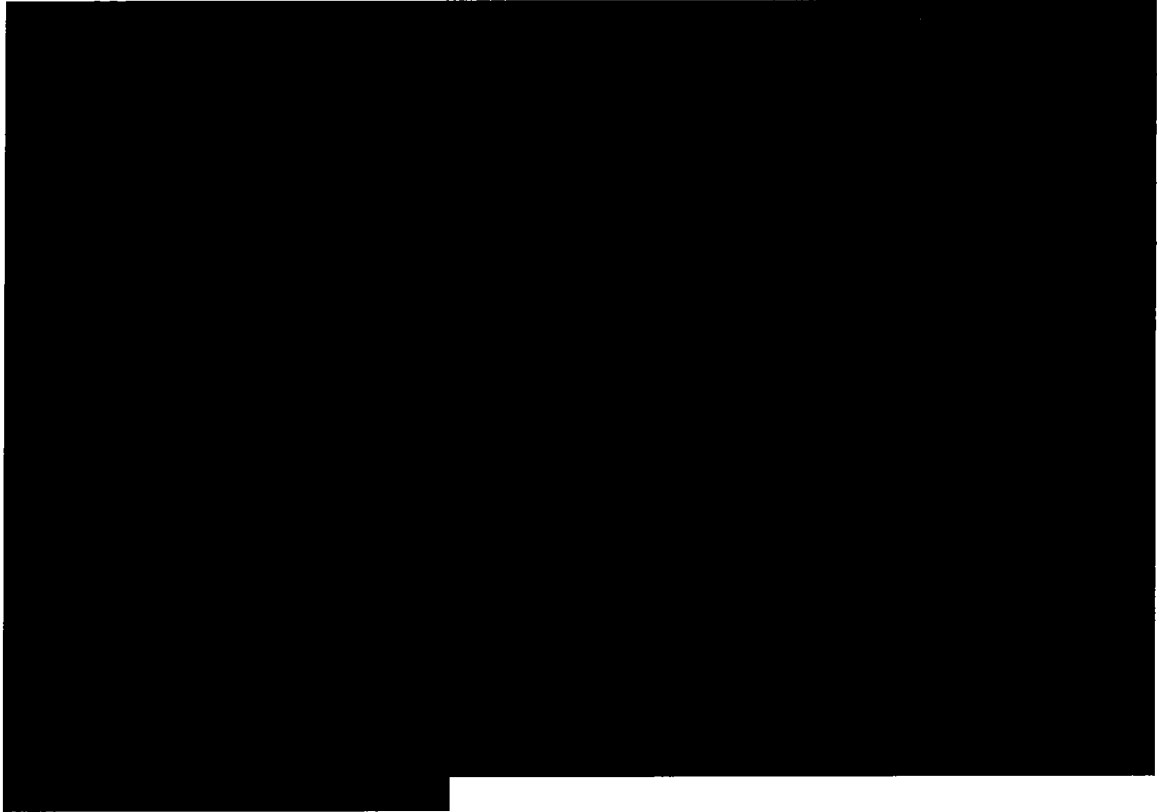
1.4 The Closing. The closing of the purchase and sale of the Acquired Assets (the **“Closing”**) shall take place on September 30, 2013 or such other date as the Parties may agree upon in writing (the **“Closing Date”**). The Closing shall be deemed effective as of the Closing Time. The Parties agree that the Closing shall be held by the prior delivery of documents to counsel, to be held in escrow and released in a manner satisfactory to counsel for Buyers and Seller, without the need for officers or other representatives of Buyers and Seller to meet in person for the Closing to occur. The Closing shall be effective as of 11:59:59 p.m. (New York City time) on the Closing Date (the **“Closing Time”**).

1.5 Other Agreements.

- (a) In consideration of the transaction contemplated by this Agreement (the **“Transaction”**), the Parties agree to cooperate in the identification of any transition services that need to be provided by Seller (or any of its Affiliates, at the discretion of Seller) to Buyers or vice versa. The services to be provided are more fully described in Schedule 1.5 hereto.

(b)





1.6 Purchase Price Allocation. The Purchase Price (including Assumed Liabilities that are treated as assumed for Tax purposes) shall be allocated among the Acquired Assets as mutually agreed to by the parties prior to the Closing and prepared in accordance with the provisions of Section 1060 of the Code. In the event an adjustment to the Purchase Price is made under this Agreement, the allocation of the Purchase Price (including Assumed Liabilities that are treated as assumed for Tax purposes) shall be revised to allocate such adjustment to the Acquired Assets based upon the item to which such adjustment is attributable. Except as required by applicable Law, Seller and Buyers shall report the Tax consequences of the transactions contemplated by this Agreement in a manner consistent with the Purchase Price allocation for all "Tax Filings" and financial statements prepared in accordance with U.S. GAAP. Tax Filings includes Tax Returns, IRS Form 8594 and any other Tax forms, any position upon examination of any Tax Return, Tax refund claim, or Tax litigation or investigation.

2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyers that, except as set forth in the Disclosure Schedules delivered by Seller to Buyers on or before the date of execution of this Agreement and attached hereto (the "**Disclosure Schedules**"), the statements contained in this Article 2 are true and correct as of the date of this Agreement and will be true and correct as of the Closing as though made as of the Closing, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date).

2.1 Power and Authority; Effect of Agreement. Seller is a corporation validly existing under the laws of the State of Oklahoma. Seller has the legal capacity and the power to execute, deliver and perform this Agreement, any ancillary agreements and to consummate the Transaction. The execution and delivery of this Agreement, any ancillary agreements and the Transaction contemplated in this

Agreement have been duly authorized by all necessary corporate action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally or by general equitable principles. Neither the execution, delivery and performance by Seller of this Agreement or any ancillary agreement to which it is a party nor the consummation of the Transaction will: (i) result in a material breach of any Law to which Seller, the Sold OKC Business or the Acquired Assets are subject; (ii) violate any order, judgment or decree applicable to Seller, the Sold OKC Business or the Acquired Assets; (iii) except as disclosed in Schedule 2.1, require any authorization, consent or approval of, notice to, or filing with, any Governmental Authority or any Person under any contract; (iv) result in a material breach or violation of, or default under, any contract; (v) result in the creation or imposition of an Encumbrance upon, or the forfeiture of, any Acquired Asset or (vi) result in a material breach of any provision of the certificate of incorporation, the by-laws or other organizational documents (collectively, the "**Organizational Documents**") of Seller.

2.2 Assets. Seller has sole and exclusive, good and valid title to all of the Acquired Assets, including all sole and exclusive, good and valid title in the Intellectual Property owned by Seller and solely used or solely held for use in the Sold OKC Business and necessary for the operation of the Sold OKC Business as presently conducted by Seller with respect to the manufacture, sale and service of the products set forth on Schedule 1.1(a)(i), except for assets sold, consumed or otherwise disposed of in the Ordinary Course of Business since the date of this Agreement, free and clear of all liens, charges, security interests, pledges, claims, options, restrictions or voting trusts (collectively, "Encumbrances"), except: (i) as set forth in Schedule 2.2; and (ii) with respect to assets owned by Affiliates of Seller that are subject to the Transition Services Agreement.

[REDACTED]

[REDACTED]

2.5 Intellectual Property.

- (a) Seller has full legal rights to use the Acquired Intellectual Property and the Licensed Intellectual Property in the manner in which such Intellectual Property Rights are currently used in the Sold OKC Business. Schedule 2.5 sets forth a list of all Acquired Intellectual Property which are the subject of issued letters patent or an application therefor and all trade and service marks which have been registered or for which an application for registration is pending. Except as set forth in Schedule 2.5, Seller: (i) is not a defendant in any Litigation Proceeding relating to the Sold OKC Business which involves a claim of infringement of any patents, trademarks or service marks; (ii) has not been served with a complaint or other process in any Litigation Proceeding relating to the Sold OKC Business which involves a claim of infringement of any Acquired Intellectual Property or Licensed Intellectual Property; (iii) has not received written notice alleging any infringement by Seller (with respect to the Sold OKC Business) of the patent, trademark, copyright or other Intellectual Property rights of a third party..
- (b) To the Seller's knowledge, the operation of the Sold OKC Business as conducted by Seller prior to the Closing has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of any third party. Seller and its Affiliates have not

received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Seller must license or refrain from using any Intellectual Property rights of any third party in connection with the conduct of the Sold OKC Business) in connection with the operation of the Sold OKC Business. To the Seller's knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Acquired Intellectual Property.

- (c) No current or former employees or contractors of Seller has any right to, or any claims in connection with any of the Intellectual Property owned by Seller.

3. REPRESENTATIONS AND WARRANTIES OF BUYERS

Buyers represents and warrants to Seller that the statements contained in this Article 3 are true and correct as of the date of this Agreement and will be true and correct as of the Closing as though made as of the Closing, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date).

3.1 Organization. Parent Buyer is a company duly organized, validly existing and in good standing under the laws of England and Wales, and has all requisite corporate power and authority to carry on its business as it is now being conducted, and to execute, deliver and perform this Agreement, the ancillary agreements to which it is party and to consummate the Transaction. Buyer Subsidiary is a company duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has all requisite corporate power and authority to carry on its business as it is now being conducted, and to execute, deliver and perform this Agreement, the ancillary agreements to which it is party and to consummate the Transaction.

3.2 Corporate Power and Authority; Effect of Agreement. The execution, delivery and performance by Buyers of this Agreement, any ancillary agreements and the consummation by Buyers of the Transaction have been duly authorized by all necessary corporate action on the part of Buyers. This Agreement has been duly and validly executed and delivered by Buyers and constitutes the valid and binding obligation of Buyers, enforceable against Buyers in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally or by general equitable principles. The execution, delivery and performance by Buyers of this Agreement, any ancillary agreements and the consummation by Buyers of the Transaction will not: (i) result in the acceleration of obligations under, or create in any party any right to terminate, modify or cancel, any contract, instrument or agreement to which Buyers is a party or by which it is bound or to which any of its assets are subject (ii) with or without the giving of notice or the lapse of time, or both, conflict with or violate (A) any provision of Law to which Buyers are subject; (B) any order, judgment or decree applicable to Buyers or binding upon the assets or properties of Buyers; or (iii) any provision of the Organizational Documents of Buyers.

3.3 Legal Proceedings. There are no Litigation Proceedings pending against Buyers or their shareholders or equity owners, or to Buyers' knowledge, threatened against Buyers or their shareholders or equity owners, which could reasonably be expected to have a material effect on the validity or enforceability of this Agreement, any ancillary agreements or the ability of Buyers to perform their obligations hereunder or the consummation of the Transaction, or which could result in the issuance of any judgment, court order or other legal process restraining, enjoining or otherwise prohibiting or making illegal the consummation of the Transaction. There is no judgment, court order or other legal process outstanding against Buyers which has had or could reasonably be expected to have, an adverse effect on the validity or enforceability of this Agreement, the ancillary agreements or the ability of Buyers to perform their obligations hereunder or the consummation of the Transaction.

3.4 Brokers. No broker, finder or investment banker is entitled to any brokerage commission, finder's fee or similar payment in connection with the Transaction based upon arrangements made by or on behalf of Buyers.

3.5 No Other Representations or Warranties. In entering into this Agreement, in acquiring the Acquired Assets, and in consummating the Transaction, Buyers have relied and will rely solely upon their own investigation and analysis and the representations and warranties contained in this Agreement and any instrument or documents delivered in connection herewith. To Buyers' Knowledge, there are no facts or circumstances that would make any of the representations or warranties of Seller in this Agreement untrue or misleading.

4. AGREEMENTS OF SELLER AND BUYERS

Each Party covenants and agrees with the other Party as follows:

4.1 Governmental Notices, Filings and Consents. Each Party shall use commercially reasonable efforts to obtain, at its own expense, any necessary authorizations from Governmental Authorities necessary to consummate the Transaction.

4.2 Cooperation by Seller and Buyers. After the Closing Buyers and Seller shall afford the other Party (and its representatives) at the other Party's expense, respectively, reasonable access to the books, records and other data in their possession relating to the Sold OKC Business with respect to periods through the Closing and the right to make copies to the extent that such access may be reasonably required by the requesting Party, including in connection with Taxes; compliance with the requirements of any Governmental Authority; matters relating to any Excluded Liability or other matter subject to indemnification pursuant to this Agreement; the defense or prosecution of claims or disputes. If the Parties or any of them are in an adversarial relationship in litigation or arbitration, the furnishing of information, documents or records in accordance with this Section 4.2 that are related to such adversarial relationship shall be subject to applicable rules relating to discovery. After the Closing Date, Buyers and Seller shall preserve all such information, records and documents until the expiration of any applicable statute of limitations or extensions thereof. Upon the expiration of any applicable statute of limitations or extensions thereof or such longer period contemplated by the preceding sentence, Buyers and Seller may destroy such information, documents, records and files if and only if Buyers or Seller, as applicable, notifies the other Party in writing of its intent to destroy such information, documents, records and files and offers to furnish such information, documents, records and files to such other Party. Buyers or Seller, as applicable, shall furnish to such other Party any requested information, documents, records or files.

4.3 Further Assurances. Subject to the terms and conditions of this Agreement, the Parties shall use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable legal requirements, to consummate and make effective the Transaction. If at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, Buyers and Seller shall take or cause to be taken all such necessary or convenient actions and execute, and deliver and file, or cause to be executed, delivered and filed, at the expense of the Party requesting same, all necessary or convenient documentation.

4.4 Confidentiality. The Parties hereby agree that the terms and conditions of the Confidentiality Agreement dated March 20, 2013 between Buyers' Affiliate and Seller shall govern the use of all proprietary information concerning the Sold OKC Business. Without the prior written consent of Buyers, after the Closing Date, neither Seller nor any of its Affiliates shall use any Confidential Information (as that term is defined in the Confidentiality Agreement), nor shall Seller disclose or permit the disclosure of any Confidential Information.

4.5 Transfer Taxes. All transfer, documentary, sales, use, registration, and other such Taxes and fees (including any penalties and interest) incurred in connection with the consummation of this Agreement shall be borne and paid by Buyers when due. Buyers shall timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary), and any out of pocket costs, including payments to third party service providers, in connection with the preparation of such returns shall be borne by Buyers.

4.6




[REDACTED]

[REDACTED]

4.7 Parts and Services Fulfillment. Except as may be otherwise expressly contemplated by this Agreement, and except as Buyers may consent to, from the date of this Agreement until the Closing Date, Seller will operate the parts and service fulfillment functions of the Sold OKC Business in the ordinary course of business with the current compliment of employees who shall continue in their current roles and activities until the Closing Date (unless any such employee becomes sick or injured, voluntarily terminates his or her employment or is terminated by Seller for good cause). From the date of this Agreement until the Closing Date, Seller shall instruct, and shall use commercially reasonable efforts to cause, such employees to devote substantially all of their business time and efforts to the promotion of the activities of the Sold OKC Business.

4.8 Insurance. Buyers are responsible for and shall arrange at their own expense standard or similar commercial general liability insurance and property coverage for the Sold OKC Business and the Acquired Assets to take effect as of the Closing. Buyers shall maintain insurance cover with an insurer with a Best Rating of "A" or better which is licensed to do business in the United States which shall provide product and completed operations insurance coverage for the Sold OKC Business and the Acquired Assets in an amount of not less than [REDACTED]

[REDACTED]. Buyers and their successors shall have an obligation to keep insurance cover under this provision for the period provided in Section 6.2 hereof. Upon request, Buyers shall provide Seller or Terex with evidence reasonably satisfactory to Seller of a current policy meeting the requirements of this Section 4.8.

5. CONDITIONS PRECEDENT TO BUYERS' AND SELLER'S OBLIGATIONS

5.1 Conditions Precedent to Buyers' Obligations.

The obligations of Buyers to consummate the Transaction are subject to the fulfillment of each of the following conditions as of the Closing Date:

- (a) Representations and Warranties. The representations and warranties of Seller made hereunder, or contained in any certificate or other instrument delivered by or on behalf of Seller pursuant to or in connection with the Transaction shall be true and correct in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, other than representations and warranties that speak as of another specific date or time (including, for the avoidance of doubt, any representation or warranty specified herein as being made as of or through the date of this Agreement, which need only be true and correct as of such date or time). Notwithstanding the foregoing, the representations and warranties of Seller made in the first sentence of Section 2.2 (Title to Assets) shall be true and correct in all respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date.
- (b) Agreements. Seller shall have performed and complied in all material respects with all of its undertakings, obligations and agreements required by this Agreement or contained in any certificate or other instrument delivered by or on behalf of Seller pursuant to or in connection with the Transaction, to be performed or complied with by them prior to or at the Closing Date.
- (c) Seller's Certificate. Buyers shall have been furnished with a certificate of Seller, dated as of the Closing Date, certifying to the effect that the conditions contained in Sections 5.1(a) and 5.1(b) have been fulfilled.
- (d) No Injunction. No injunction, restraining order, judgment, ruling, award or decree of any Governmental Authority shall exist against Buyers, Seller or any of their respective Affiliates, or any of the principals, officers or directors or any of them, that restrains, prevents, delays consummation of, or materially changes, the Transaction.
- (e) Approvals. No Governmental Authority having jurisdiction over Buyers or Seller or over the Transaction will have objected to the execution and delivery by Seller of this Agreement or the consummation of the Transaction.
- (f) Closing Deliveries. Seller shall have delivered the documents and items set forth in Section 7.1.

5.2 Conditions Precedent to Seller's Obligations.

The obligations of Seller to consummate the Transaction are subject to the fulfillment of each of the following conditions as of the Closing Date:

- (a) Representations and Warranties. The representations and warranties of Buyers made hereunder, or contained in any certificate or other instrument delivered by or on behalf of Buyers pursuant to or in connection with the Transaction shall be true and correct in all material respects at and as of the Closing Date, with the same force and effect as though made at and as of the Closing Date, other than representations and warranties that speak as of another specific date or time (including, for the avoidance of doubt, any representation or warranty specified herein as being made as of or through the date of this Agreement, which need only be true and correct as of such date or time).
- (b) Agreements. Buyers shall have performed and complied in all material respects with all of its undertakings, obligations and agreements required by this Agreement or contained in any certificate or other instrument delivered by or on behalf of Buyers pursuant to or in connection with the Transaction, to be performed or complied with by Buyers prior to or on the Closing Date.

- (c) Buyers' Certificate. Seller shall have been furnished with a certificate of Buyers, dated as of the Closing Date, certifying to the effect that the conditions contained in Sections 5.2(a) and 5.2(b) have been fulfilled.
- (d) No Injunction. No injunction, restraining order, judgment, ruling, award or decree of any nature of any Governmental Authority shall exist against Buyers, Seller or any of their respective Affiliates, or any of the principals, officers or directors of any of them, that restrains, prevents, delays consummation of, or materially changes, the Transaction.
- (e) Approvals. No Governmental Authority having jurisdiction over Buyers or Seller or over the Transaction will have objected to the execution and delivery by Seller of this Agreement or the consummation of the Transaction.
- (f) Closing Deliveries. Buyers shall have delivered the documents and items set forth in Section 7.2.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



7. DELIVERY AT CLOSING

7.1 Delivery by Seller on the Closing Date. On or before the Closing Date, and subject to the terms and conditions of this Agreement, Seller shall deliver to Buyers, or cause to be delivered to Buyers:

- (a) with respect to the Acquired Assets, a bill of sale in form and substance mutually agreed upon by Buyers and Seller, each acting reasonably and any other deeds, assignments and other instruments of transfer necessary to transfer and assign all right, title and interest of Seller in, to and under the Acquired Assets, duly executed by Seller;
- (b) a certified copy of resolutions of Seller's Board of Directors authorizing the execution of this Agreement and the consummation of the Transaction;
- (c) releases of all Encumbrances specified in Schedule 2.2 to be released on terms and conditions reasonably satisfactory to Buyers;
- (d) certificate of the secretary or an assistant secretary of Seller certifying as to the matters set forth in Section 5.1(c);
- (e) all financial books and records of Seller solely relating to the Sold OKC Business;
- (f) the License Agreement duly executed on behalf of Seller and any other Seller Affiliate party to such agreements; and such other certificates and instruments as Buyers shall reasonably request;

- (g) the provision of electronic or physical copies of the Acquired Intellectual Property Rights in a manner reasonably satisfactory to Buyers; electronic copies of Acquired Intellectual Property Rights will be separated by product type in accordance with the listing of actively marketed product lines set forth in Schedule 1.1(a)(i).

7.2 Delivery by Buyers on the Closing Date. On or before the Closing Date, and subject to the terms and conditions of this Agreement, Buyers shall deliver to Seller:

- (a) the Initial Purchase Price;
- (b) a certified copy of the resolutions of the board of directors of Buyers authorizing the execution of this Agreement and the consummation of the Transaction; Certificate of the secretary or assistant secretary of Buyers as to the matters set forth in Section 5.2(c); resolutions of the board of directors of Buyers authorizing the Transaction;
- (c) the License Agreement duly executed on behalf of Buyers; and such other certificates and instruments as Seller shall reasonably request.

8. TERMINATION

8.1 Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the transactions contemplated by this Agreement abandoned at any time prior to the Closing (i) by mutual written consent of the Parties hereto; (ii) by Seller or Buyers, if the Closing does not occur on or prior to December 31, 2013 (the "End Date"); provided that a party may not terminate pursuant to this clause if the failure of such consummation shall be due to the failure of the party wishing to terminate to comply in all material respects with the agreements and covenants contained herein; or (iii) by Seller or Buyers (if such party is not in material breach of its obligations under this Agreement) if a breach of any provision of this Agreement has been committed by the other party, which breach or failure to perform would give rise to the failure of a condition set forth, in the case of Buyers, in Sections 5.1(a) or 5.1(b) or, in the case of Seller, in Sections 5.2(a) or 5.2(b), and such breach is incapable of being cured by the End Date and has not been waived by the Party entitled to waive such condition. In the event of termination by any of the Parties pursuant to this Section 8.1, written notice thereof shall forthwith be given to the other Parties and the transactions contemplated by this Agreement and all ancillary agreements shall be terminated, without further action by any party. If the transactions contemplated by this Agreement and the ancillary agreements are terminated as provided herein, the Parties shall return all documents and other material received from the other Parties or any of their Affiliates relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to such other Parties.

8.2 Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in this Section 8, this Agreement shall become null and void and of no further force and effect, except for the provisions of (a) Section 4.4 relating to the obligation of the Parties to keep confidential certain information obtained by it from the other Parties, (b) Section 8.1 and this Section 8.2 and (d) Section 9 relating to public announcements and expenses, which shall survive such termination. Nothing in this Section 8.2 shall be deemed to release any Party from any liability for any breach by such Party of the terms and provisions of this Agreement; provided that no Party hereto shall be entitled to recover any special, consequential or exemplary damages in respect of any breach by the other Party.

9. MISCELLANEOUS

Entire Agreement; Partial Invalidity. This Agreement, including its Exhibits and Schedules, constitutes the sole understanding of the Parties with respect to the subject matter of this Agreement.

Notwithstanding the foregoing, nothing in this Agreement shall be deemed to expand or restrict the rights of any Party under the laws of any jurisdiction to the extent such laws are applicable to the Transaction. If any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, unless such provision is narrowed by judicial construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited or unenforceable. If, notwithstanding this paragraph, any provision of this Agreement is held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition or unenforceability, without invalidating the remaining portion of such provision or the other provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal personal representatives, successors and assigns; provided, however, that this Agreement may not be assigned by either Party without the prior written consent of the other, and any assignment made in violation of this provision shall be null and void, invalid and of no force or effect.

Modification and Waiver. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the Parties, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the Party which is entitled to the benefits of such waived terms or provisions. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision of this Agreement (whether or not similar). No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver of this Agreement.

Expenses. Except as may otherwise be provided herein, Buyers shall pay all costs and expenses incurred by it or on its behalf, including expenses associated with its due diligence activities and Seller shall pay all costs and expenses incurred by it or on its behalf in connection with this Agreement and the Transaction, including without limitation the fees and expenses of its financial consultants, accountants and counsel.

Notices. Any notice required or permitted to be given under this Agreement by any Party shall be in writing and shall be sufficiently given if delivered personally, by prepaid overnight courier or by telefacsimile tested prior to transmission:

in the case of a notice to Seller or Terex, at:

Terex Corporation
200 Nyala Farm Road
Westport, CT 06880, U.S.A.

Attention: Scott Posner, Esq.

Telephone: +1 (203) 222-5984
Fax: +1 (203) 227-1647

in the case of a notice to Buyers, at:

CMI Roadbuilding Ltd
Viaduct Works, Canon Street
Leicester, LE4 6GH, U.K.

Attention: Simon Wilkinson

Telephone: +44 (0) 116 266 5999
Fax: +44 (0) 116 266 4422

or at such other address for a Party as shall be specified by like notice.

All such notices and other communications shall, when mailed by return receipt requested or certified mail, or by means of any nationally recognized overnight express company, or telecopied, be effective when delivered to the notice address (as evidenced by any signature for delivery at the notice address) or

upon receipt of confirmation of delivery thereof by telecopier, respectively and such notices or communications shall be effective when delivered at the address in the case of hand delivery. Either party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section 8.

No Third Party Beneficiaries. This Agreement is intended for the benefit of the Parties and is not intended to confer any benefit upon any other person or entity or infringe upon any rights or remedies, except as contemplated in Article 6 and Article 8.

Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. The Parties hereto hereby agree to be subject to the exclusive personal jurisdiction in the federal and state courts of the State of New York located in New York City, New York and any award which may be enforced in regard to this Agreement may be enforced in such federal and state courts of the State of New York. Each of the Parties hereto hereby agrees to irrevocably and unconditionally waive trial by jury in any judicial proceeding between or among the Parties arising out of or related to the Transaction.

Public Announcements. Neither Party will make any public statements, including any press releases, with respect to this Agreement and the Transaction without the prior consent of the other Party except as may be required by law or the rules of any national securities exchange or unless such public statements are mutual.

Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original of this Agreement and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement, and delivery by facsimile or electronic mail of an executed counterpart of any amendment or waiver of any provision of this Agreement to be executed and delivered hereunder shall be effective as delivery of a manually executed counterpart thereof.

Certain Definitions.

As used in this Agreement, the following terms shall have the following meanings:

“**Affiliates**” means (i) with respect to Seller or Terex, a Person that directly or indirectly, through one or more intermediaries is controlled by Terex and (ii) with respect to Buyers, a Person that directly or indirectly, through one or more intermediaries, is controlled by CMI Roadbuilding Ltd.

“**Acquired Intellectual Property**” has the meaning set forth in Section 1.1(a) hereof.

“**Books and Records**” means shall mean files, documents, books, records, ledgers, correspondence, creative materials, marketing and promotional materials, studies and reports, solely pertaining to the Sold OKC Business or the Acquired Assets, regardless of the manner or form (for example, as paper files or computer files) in which the same exist or are maintained.

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by applicable law to be closed in New York City.

“**Buyers’ Knowledge**” means the knowledge of any of the officers or directors of Buyers or their respective shareholders or any other Person involved in the due diligence investigations of the Sold OKC Business on behalf of Buyers or their shareholders.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“Contract” means shall mean any contract, agreement, mortgage, indenture, lease and sublease, purchase order, arrangement license and commitment, whether written or oral.

“Controls” (including the terms “controlled by” and “under common control with”) with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of stock or other equity interest or as trustee or executor, by contract or credit arrangement or otherwise.

“Damages” means all liabilities, damages, losses, penalties, fines, claims, suits, proceedings, investigations, actions, judgments, awards, arbitrations, costs and expenses including reasonable expenses of investigation and reasonable fees and expenses of counsel.

“GAAP” means generally accepted accounting principles in effect from time to time within the United States of America.

“Governmental Authority” means any federal, provincial, state, municipal, local or other government or governmental agency, authority, board, bureau, commission or instrumentality, domestic or foreign.

“Historical Intellectual Property” has the meaning set forth in Section 1.1(a)(ii) hereof.

“Intellectual Property” means all rights, title and interests in and to all proprietary rights of every kind and nature throughout the world, including, without limitation, those pertaining to or deriving from: (a) registered and unregistered patents, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), and patent disclosures and improvements thereto; (b) copyrights, registrations and applications for copyrights, works, derivative works, database rights, mask works, domain names, domain name registrations, owned or licensed software; (c) trade secrets and confidential business information, including, without limitation, ideas, know-how, manufacturing and engineering information, production processes and techniques, designs, bills of materials, inventions, discoveries, schematics, formulas, assembly drawings, prototypes, tool drawings, specifications, documentation and manuals, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; (d) trademarks, service marks, registrations and applications for trademarks and service marks, trade names, logos, designs, brand names, trade dress, and slogans (and all goodwill associated with any of the foregoing); and (e) all tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed herein.

“Inventory” shall mean raw materials, work in progress, goods consigned by Seller, finished goods, parts, packaging and labels in respect of the Sold OKC Business (including, without limitation, any of the foregoing held for the benefit of the Sold OKC Business in the possession of third party manufacturers, suppliers, dealers or others in transit).

“Law” shall mean federal, state or local or foreign law, rule, statute, ordinance, code, regulation, judgment, injunction, order or directive of any Governmental Authority (as the case may be), or any license, franchise, permit or similar right granted under any of the foregoing, or any similar provision having the force or effect of law.

“Legacy OKC Employee” shall mean any OKC Employee that is offered employment by Buyer Subsidiary for employment after the Closing Date who accepts Buyer Subsidiary’s offer of employment and whose employment with Seller is terminated.

“Liability” or **“Liabilities”** means any or all indebtedness, obligations and other liabilities of a Person (whether known or unknown, whether absolute, accrued, contingent, fixed or otherwise, and whether due or become due).

“**Licensed Intellectual Property**” has the meaning set forth in Section 1.1(a)(i) hereof.

“**Litigation Proceeding**” means any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding (whether judicial or administrative).

“**OKC Employee**” means any person employed or formerly employed by the Seller with respect to the Sold OKC Business at any time on or prior to the Closing Date, including those persons who are away from their job at the Closing Date and have the right to return to employment.

“**Ordinary Course of Business**” shall mean the ordinary course of business consistent with past custom and practice (including with respect to frequency and amount).

“**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, or Governmental Authority, however designated or constituted.

“**Seller Representatives**” shall mean the officers, directors, employees, agents, attorneys and consultants of Seller.

“**Seller’s Knowledge**” means the actual knowledge of George Ellis, Mark Spicer, Parimal and Jon Paterson after reasonable investigation.

“**Subsidiary**” of any Person means any corporation or other business entity in which the majority of the equity interests entitled to vote for the election of directors or managers is directly or indirectly owned by such Person.

“**Tax**” or “**Taxes**” means any federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, environmental (including taxes under Code §59A), unemployment, disability, real property, personal property, withholding, social security (or similar), sale, use, transfer, premium, windfall profits, customs duties, capital stock, franchise, profits, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not.

Non-Recourse. Notwithstanding anything to the contrary set forth in this Agreement: (i) Seller shall have no recourse against any officer, director, employee or Affiliate of Buyers or, before the Closing, for any claim relating to this Agreement and its sole recourse shall be against Buyers and their respective assets, irrespective of any failure to comply with any provision of this Agreement; (ii) Buyers shall have no recourse against any officer, director, employee or Affiliate of Seller (other than Terex) for any claim relating to this Agreement and its sole recourse shall be against Seller and Terex and its respective assets, irrespective of any failure to comply with any provision of this Agreement; (iii) Seller shall not make any claim against any officer, director, employee or Affiliate of Buyers in connection with this Agreement; (iv) Buyers shall not make any claim against any officer, director, employee or Affiliate (other than Terex) of Seller in connection with this Agreement; and (v) this Section is made expressly for the benefit of the officers, directors, employees and Affiliates of the Parties. Notwithstanding anything in this Agreement to the contrary, nothing herein will prevent or impair Buyers' ability to make a claim or pursue an Action for fraud.

Waiver of Jury Trial. THE PARTIES WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE BOTH PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT.

Disclosure Schedules. A disclosure made by Seller in any section of this Agreement or the Disclosure Schedule (or subparts thereof) that reasonably informs Buyers of information with respect to another section of this Agreement or any other section of the Disclosure Schedule (or subparts thereof) in order to avoid a misrepresentation thereunder shall be deemed, for all purposes of this Agreement, to have been made with respect to all such other sections of this Agreement and all such other sections of the Disclosure Schedule (or subparts thereof) notwithstanding any cross-references (which are included solely as a matter of convenience) or lack of a schedule reference in any representation or warranty. Information reflected in the Disclosure Schedule is not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule. Such additional information is set forth for informational purposes and does not necessarily include other matters of a similar nature. Disclosure of such additional information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed and disclosure of such information shall not be deemed to enlarge or enhance any of the representations or warranties in this Agreement or otherwise alter in any way the terms of this Agreement. Inclusion of information in the Disclosure Schedule shall not be construed as an admission that such information is material to the Sold OKC Business, assets, liabilities, financial position, operations or results of operations of the Sold OKC Business.

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf as of the date first above written.

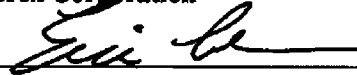
Terex Corporation



Name: **ERIC I COHEN**
Senior Vice President

Title:

CMI Terex Corporation



Name: **ERIC I COHEN**
Vice President

Title:

CMI Roadbuilding Ltd.

Name:

Title:

CMI Roadbuilding Inc.

Name:

Title:

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf as of the date first above written.

Terex Corporation

Name:


Title:

CMI Terex Corporation

Name:

Title:


CMI Roadbuilding Ltd.



Name: GLENN BRYAN DALBY

Title: DIRECTOR

CMI Roadbuilding Inc.



Name: GLENN BRYAN DALBY

Title: DIRECTOR

SCHEDULE 1.1(B)
PROVISION OF SERVICES

The ownership of the Acquired Assets shall be allocated as follows as between Buyer Parent and Buyer Subsidiary:

All Intellectual Property included in the Acquired Assets, including all patents, trademarks, trade names, etc. to Buyer Parent. All other Acquired Assets to Buyer Subsidiary.

**SCHEDULE 1.1(A)(VI)
PURCHASED TRADEMARKS**

See attached.

Trademark Summary - Asphalt Plant / Concrete Plant / Landfill Compactor

Trade/Mark	Country	Owner	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Status	Renewal Date
GLASGOW BATCHER	Canada	CMI Tenax Corporation	365067	5-Jul-73	TMA311269	9-Jan-76	Concrete Asphalt mixing and handling equipment, namely, feed hoppers for delivering hotmix asphalt to storage bins.	Registered	23-Jul-22
SURGE-STOR	Canada	CMI Tenax Corporation	365070	5-Jul-73	TMA307222	23-May-75	Hopper bottom storage tanks for hot asphalt mix.	Registered	9-Mar-21
JOHNSON-ROSS	U.S.	CMI Tenax Corporation	86011023	15-Jul-23			Class 7: Concrete plants; silos; cement and concrete mixers; aggregate storage containers; dust collection machinery. FIRST USE: 19990100. FIRST USE IN COMMERCE: 19990100	Pending	23-May-20
SURGE-STOR	U.S.	Tenax USA, LLC	85634380	24-May-12			Class 6: Metal storage tanks, namely, hopper bottom storage tanks for hot asphalt mix.	Allowed; Statement of Use due September 12, 2013	
TRASHMASTER	U.S.	CMI Tenax Corporation	85922358	15-May-13			Class 7: Machinery for landfill compaction. FIRST USE: 19980429. FIRST USE IN COMMERCE: 19980429	Pending	

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of September 30, 2013, is entered into by and among CMI Terex Corporation, an Oklahoma corporation ("Seller"), CMI Roadbuilding Ltd., a company organized under the laws of England and Wales ("Buyer Parent"), CMI Roadbuilding, Inc., a Delaware corporation ("Buyer Subsidiary"). Buyer Parent and Buyer Subsidiary are collectively referred to herein as "Buyers".

RECITALS

WHEREAS, Buyers, Seller and Terex Corporation, a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of August 15, 2013 (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, the Purchase Agreement provides, among other things, that (i) Seller shall sell, convey, assign, transfer and deliver to Buyers, and Buyers shall purchase, acquire and accept from Seller, all of Seller's right, title and interest to and in the Acquired Assets and (ii) Buyers shall assume, and agree to pay or otherwise perform or discharge, the Assumed Liabilities, all upon the terms and subject to the conditions set forth therein; and

WHEREAS, this instrument is the conveyance document whereby Seller sells, conveys, assigns, transfers and delivers to Buyers all of Seller's right, title and interest to and in the Acquired Assets and Buyers assume and agree to pay or otherwise perform or discharge, the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows:

1. **Transfer and Assignment.** Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Seller does hereby sell, convey, assign, transfer and deliver to Buyers, free and clear of all Encumbrances all of Seller's right, title and interest to and in the Acquired Assets, and Buyers do hereby purchase, acquire and accept from Seller such Acquired Assets.
2. **Assumption of the Assumed Liabilities.** Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Buyers hereby assume, and agree to pay or otherwise perform or discharge, in accordance with their respective terms all Assumed Liabilities.
3. **Authorization and Authority.** Each of Buyers and Seller hereby represents that its respective signatory to this Agreement has due authorization and authority to bind such party to this Agreement.
4. **Terms of the Purchase Agreement.** This Agreement is executed and delivered by the parties hereto pursuant to and for the purposes of the terms, provisions and conditions contained in the Purchase Agreement. The parties hereto agree that this Agreement shall not

alter, modify or amend in any way any of the terms or provisions of the Purchase Agreement, including the terms and provisions relating to representations, warranties, covenants or indemnification. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Further Actions.** Each of the parties hereto covenants and agrees, at the reasonable expense of the requesting party, to execute and deliver, at the reasonable request of the other party hereto, such further instruments of sale, transfer and assignment and to take such other action as such other party may reasonably request in order to give effect to this Agreement.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to its conflict of laws principles.

7. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. **No Third-Party Beneficiaries.** Nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

9. **Severability.** In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be affected and will continue to be valid and enforceable to the fullest extent permitted by Law.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. **Amendment.** This Agreement may only be amended in a writing signed by Buyer and Seller.

12. **Headings.** The headings of the various Sections of this Agreement have been inserted only for purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date set forth above.

CMI Terex Corporation



Name:

ERIC I COHEN

Title:

Vice President

CMI Roadbuilding Ltd.

Name:

Title:

CMI Roadbuilding Inc.

Name:

Title: