

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantage Sign Supply, Inc.		09/29/2017	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Grimco, Inc.		
Street Address:	1585 Fencorp Drive		
City:	Fenton		
State/Country:	MISSOURI		
Postal Code:	63026		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2990148	APEX	
Registration Number:	4664516	ADVANTAGE SIGN & GRAPHIC SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8166913495		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314.719.3066		
Email:	Trademark@stinson.com		
Correspondent Name:	Laila S. Wolfgram		
Address Line 1:	7700 Forsyth Blvd, Suite 1100		
Address Line 4:	Saint Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	0820720.0018		
NAME OF SUBMITTER:	Laila S. Wolfgram		
SIGNATURE:	/laila s. wolfgram/		
DATE SIGNED:	12/05/2017		
Total Attachments: 122			
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ASSET PURCHASE AGREEMENT

by and among

GRIMCO, INC.,

ADVANTAGE SIGN SUPPLY, INC.,

and,

for limited purposes,

GVD MLM, INC.

and

GARY VAN DYKE AND GAIL VAN DYKE

dated

September 15, 2017

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
ARTICLE II PURCHASE AND SALE.....	9
Section 2.1 Purchase and Sale of Assets	9
Section 2.2 Excluded Assets.....	11
Section 2.3 Assumed Liabilities	11
Section 2.4 Excluded Liabilities	12
Section 2.5 Purchase Price	13
Section 2.6 Allocation of Purchase Price	14
Section 2.7 Withholding Tax.....	14
Section 2.8 Third Party Consents.....	14
ARTICLE III CLOSING.....	15
Section 3.1 Closing	15
Section 3.2 Transfer of Assets	15
Section 3.3 Closing Deliverables.....	15
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER.....	17
Section 4.1 Organization and Qualification of Seller	17
Section 4.2 Authority of Seller	17
Section 4.3 No Conflicts; Consents	17
Section 4.4 Financial Statements	18
Section 4.5 Undisclosed Liabilities.....	18
Section 4.6 Absence of Certain Changes, Events and Conditions.....	19
Section 4.7 Material Contracts.....	20
Section 4.8 Title to Purchased Assets	22
Section 4.9 Condition and Sufficiency of Assets	22
Section 4.10 Real Property	22
Section 4.11 Intellectual Property.....	23
Section 4.12 Inventory	25
Section 4.13 Accounts Receivable.....	25
Section 4.14 Customers and Suppliers.....	25
Section 4.15 Insurance	26
Section 4.16 Legal Proceedings; Governmental Orders	26
Section 4.17 Compliance With Laws; Permits	27
Section 4.18 Environmental Matters.....	27
Section 4.19 Employee Benefit Matters.....	29
Section 4.20 Employment Matters.....	31
Section 4.21 Taxes	32
Section 4.22 Brokers	33
Section 4.23 Relationship with Affiliates.....	33
Section 4.24 Books and Records	33
Section 4.25 Severance Arrangements.....	33
Section 4.26 Product Warranties and Products Liability	34
Section 4.27 Full Disclosure.....	34

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER.....	34
Section 5.1 Organization of Buyer.....	34
Section 5.2 Authority of Buyer.....	34
Section 5.3 No Conflicts; Consents	35
Section 5.4 Brokers	35
Section 5.5 Legal Proceedings.....	35
ARTICLE VI COVENANTS.....	35
Section 6.1 Conduct of Business Prior to the Closing	35
Section 6.2 Access to Information	36
Section 6.3 Notice of Certain Events	36
Section 6.4 Employees and Employee Benefits	37
Section 6.5 Confidentiality	38
Section 6.6 Governmental Approvals and Consents.....	38
Section 6.7 Books and Records	40
Section 6.8 Closing Conditions	40
Section 6.9 Public Announcements	40
Section 6.10 Bulk Sales Laws	41
Section 6.11 Receivables.....	41
Section 6.12 Transfer Taxes	41
Section 6.13 Tax Clearance Certificates	41
Section 6.14 Transitional Services.....	42
Section 6.15 Prorations	42
Section 6.16 Further Assurances	43
ARTICLE VII RESTRICTIVE COVENANTS.....	43
Section 7.1 Non-Competition and Non-Solicitation.....	43
Section 7.2 Equitable Relief	43
Section 7.3 Reasonable Restrictions	44
ARTICLE VIII CONDITIONS TO CLOSING.....	44
Section 8.1 Conditions to Obligations of All Parties	44
Section 8.2 Conditions to Obligations of Buyer	44
Section 8.3 Conditions to Obligations of Seller	47
ARTICLE IX INDEMNIFICATION	48
Section 9.1 Survival	48
Section 9.2 Indemnification By Seller	48
Section 9.3 Indemnification By Buyer	49
Section 9.4 Certain Limitations	49
Section 9.5 Indemnification Procedures.....	50
Section 9.6 Payments	52
Section 9.7 Tax Treatment of Indemnification Payments.....	52
Section 9.8 Effect of Investigation.....	52
Section 9.9 Exclusive Remedies	53

ARTICLE X TERMINATION.....	53
Section 10.1 Termination	53
Section 10.2 Effect of Termination.....	54
ARTICLE XI MISCELLANEOUS	54
Section 11.1 Expenses.....	54
Section 11.2 Notices	54
Section 11.3 Interpretation	55
Section 11.4 Headings.....	55
Section 11.5 Severability.....	56
Section 11.6 Entire Agreement.....	56
Section 11.7 Successors and Assigns.....	56
Section 11.8 No Third-party Beneficiaries.....	56
Section 11.9 Amendment and Modification; Waiver	56
Section 11.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial	57
Section 11.11 Specific Performance.....	57
Section 11.12 Counterparts	57
Section 11.13 Subsidiary References	58

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated September 15, 2017, is entered into by and among (i) ADVANTAGE SIGN SUPPLY, INC., a Michigan corporation ("Seller"), (ii) for purposes of Article 9 hereof, GVD MLM, INC., a Michigan corporation ("Parent"), and GARY VAN DYKE AND GAIL VAN DYKE, the stockholders of Parent (each individually a "Stockholder" and collectively, the "Stockholders"), and (iii) GRIMCO, INC., a Missouri corporation ("Buyer").

RECITALS

A. Seller is engaged in the Business, as defined in Article I.

B. Stockholders are the owners of all of the issued and outstanding shares of capital stock of Parent and constitute certain of the officers and directors of Seller and Parent.

C. Seller wishes to sell, transfer and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets and certain specified liabilities now owned and held by Seller and used or usable in the Business, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"Accounts Receivable" has the meaning set forth in Section 2.1(a).

"Accounts Statement" has the meaning set forth in Section 6.11(a).

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Allocation Schedule" has the meaning set forth in Section 2.6.

“Assigned Contracts” has the meaning set forth in Section 2.1(c).

“Assignment and Assumption Agreement” has the meaning set forth in Section 3.3(a)(ii).

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Balance Sheet” has the meaning set forth in Section 4.4.

“Balance Sheet Date” has the meaning set forth in Section 4.4.

“Basket” has the meaning set forth in Section 9.4(a).

“Benefit Plan” has the meaning set forth in Section 4.19(a).

“Bill of Sale” has the meaning set forth in Section 3.3(a)(i).

“Books and Records” has the meaning set forth in Section 2.1(l).

“Business” means the business carried on by Seller as at, and before, the Closing, and comprising the sale at wholesale of various types of digital printers, sign supplies, equipment and related products and services in the Territory.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in the City of Grand Rapids, Michigan are authorized or required by Law to be closed for business.

“Buyer” has the meaning set forth in the preamble.

“Buyer Closing Certificate” has the meaning set forth in Section 8.3(e).

“Buyer Indemnitees” has the meaning set forth in Section 9.2.

“Cap” has the meaning set forth in Section 9.4(a).

“Cash Consideration” has the meaning set forth in Section 2.5(a).

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

“Closing” has the meaning set forth in Section 3.1.

“Closing Date” has the meaning set forth in Section 3.1.

“COBRA” has the meaning set forth in Section 6.4(f).

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

“Confidentiality Agreement” means the Confidentiality Agreement dated May 5, 2017 between Buyer and Seller.

“Contracts” means all contracts, leases, licenses, instruments, commitments, sales orders, purchase orders, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“Direct Claim” has the meaning set forth in Section 9.5(c).

“Disclosure Schedules” or “Schedules” means the Disclosure Schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement.

“Dollars or \$” means the lawful currency of the United States.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Environmental Claim” means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“Environmental Law” means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§

7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

“Environmental Notice” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

“Environmental Permit” means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to any Environmental Law.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Affiliate” means all employers (whether or not incorporated) that would be treated together with the Seller or any of its Affiliates as a “single employer” within the meaning of Section 414 of the Code.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Financial Statements” has the meaning set forth in Section 4.4.

“Fraud” means an intentional misrepresentation of a material fact in the making of a representation or warranty contained in this Agreement or the Disclosure Schedules that constitutes intentional common law fraud under Delaware law.

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

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Materials” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

“Holdback Amount” has the meaning set forth in Section 2.5(b).

“Indemnified Party” has the meaning set forth in Section 9.5.

“Indemnifying Party” has the meaning set forth in Section 9.5.

“Insurance Policies” has the meaning set forth in Section 4.15.

“Intellectual Property” means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor’s certificates, petty patents and patent utility models); (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; (g) semiconductor chips and mask works; (h) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (i) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

“Intellectual Property Agreements” means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to any Intellectual Property that is used in or necessary for the conduct of the Business as currently conducted to which Seller is a party, beneficiary or otherwise bound.

“Intellectual Property Assets” means all Intellectual Property that is owned by Seller and used in or necessary for the conduct of the Business as currently conducted.

“Intellectual Property Assignment” has the meaning set forth in Section 3.3(a)(iii).

“Intellectual Property Registrations” means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“Interim Balance Sheet” has the meaning set forth in Section 4.4.

“Interim Balance Sheet Date” has the meaning set forth in Section 4.4.

“Inventory” has the meaning set forth in Section 2.1(b).

“Key Employees” means Gary Van Dyke, Steven Kloosterman, and Daniel Irrer.

“Key Employee Agreements” has the meaning set forth in Section 3.3(a)(vi).

“Knowledge of Seller or Seller’s Knowledge” or any other similar knowledge qualification, means the actual knowledge of the Key Employees after due investigation and reasonable inquiry of those other employees of Seller who would be reasonably expected to have additional or greater knowledge about the subject matter in question.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“Leased Real Property” has the meaning set forth in Section 4.10(b).

“Leases” has the meaning set forth in Section 4.10(b).

“Liabilities” means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“Losses” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided, however*, that “Losses” shall not include punitive, exemplary, consequential or incidental damages or lost profits, except in the case of Fraud or to the extent actually awarded to a Governmental Authority or other third party.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business as a whole, results of operations, condition (financial or otherwise) or assets of the Business, (b) the value of the Purchased Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis; provided, however, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly,

arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Buyer; (vi) any changes in applicable Laws or accounting rules (including GAAP); (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Seller and the Business; and (viii) any natural or man-made disaster or acts of God.

“Material Contracts” has the meaning set forth in Section 4.7(a).

“Material Customers” has the meaning set forth in Section 4.14(a).

“Material Suppliers” has the meaning set forth in Section 4.14(b).

“Multiemployer Plan” has the meaning set forth in Section 4.19(c).

“Non-Competition Agreements” has the meaning set forth in Section 3.3(a)(vi).

“Non-U.S. Benefit Plan” has the meaning set forth in Section 4.19(a).

“Parsbee” means Parsbee, LLC, a Delaware limited liability company, and wholly-owned subsidiary of Seller.

“Parsbee Bill of Sale” has the meaning set forth in Section 3.3(a)(x).

“Parsbee Non-Competition Agreement” has the meaning set forth in Section 3.3(a)(xi).

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

“Permitted Encumbrances” means (a) Encumbrances for Taxes, assessments and governmental charges or levies not yet delinquent; (b) Encumbrances imposed by law, such as materialmen’s, mechanics’, carriers’, workmen’s and repairmen’s liens and other similar liens arising in the ordinary course of business securing obligations that are not overdue or which are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP are maintained and are reflected on the Financial Statements; (c) pledges or deposits to secure obligations under workers’ compensation laws or similar legislation or to secure public or statutory obligations; (d) all matters of record, including, without limitation, survey exceptions, reciprocal easement agreements and other encumbrances on title to real property; (e) all applicable zoning, entitlement, conservation restrictions and other land use and environmental regulations; (f) all exceptions, restrictions, easements, charges, rights-of-way and other Encumbrances set forth in any Permits, any deed restrictions, groundwater or land use limitations or other institutional controls utilized in connection with any required environmental

remedial actions, or other state, local or municipal franchise applicable to Seller or any of its properties which do not, individually or in the aggregate, materially interfere with the use, occupancy or operation of the leased property as currently used, occupied and operated by the Seller; (g) Encumbrances on assets that are leased, but only to the extent of the lessor's liens; and (h) Encumbrances that will be removed at or prior to Closing.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

“Premises” means the premises located at 4182 Royal Court, Hudsonville, Michigan 49426.

“Premises Lease” has the meaning set forth in Section 3.3(a)(v).

“Purchase Price” has the meaning set forth in Section 2.5.

“Purchased Assets” has the meaning set forth in Section 2.1.

“Qualified Benefit Plan” has the meaning set forth in Section 4.19(c).

“Release” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“Reviewed Financial Statements” has the meaning set forth in Section 4.4.

“Schedule Supplement” has the meaning set forth in Section 6.3(b).

“Seller” has the meaning set forth in the preamble.

“Seller Closing Certificate” has the meaning set forth in Section 8.2(i).

“Seller Indemnitees” has the meaning set forth in Section 9.3.

“Stockholders” has the meaning set forth in the preamble.

“Subsidiary” means with respect to any Person (the “Owner”), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having

the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held by the Owner or one or more of its Subsidiaries.

“Taxes” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tax Return” means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Third Party Claim” has the meaning set forth in Section 9.5(a).

“Territory” means Arizona, California, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Dakota, Tennessee, Texas, Virginia, Washington, and Wisconsin.

“Transaction Documents” means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, Intellectual Property Assignment, Confidentiality Agreement, Premises Lease, Parsbee Bill of Sale, Parsbee Non-Competition Agreement, and the other agreements, instruments and documents required to be delivered at the Closing.

“Unaudited Financial Statements” has the meaning set forth in Section 4.4.

“Union” has the meaning set forth in Section 4.20(b).

“WARN Act” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller’s right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the “Purchased Assets”), including, without limitation, the following:

- (a) all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing ("Accounts Receivable");
- (b) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories ("Inventory");
- (c) those Contracts and Intellectual Property Agreements set forth on Schedule 4.7(b) (the "Assigned Contracts");
- (d) all Intellectual Property Assets;
- (e) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property;
- (f) all right, title and interest in and to all leasehold improvements at all Leased Real Property;
- (g) all Permits, including Environmental Permits, which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets and that are transferrable to Buyer, including, without limitation, those listed on Schedule 4.17(b) and Schedule 4.18(b);
- (h) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;
- (i) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits (whether made or received by Seller and of every kind, nature or description including those deposits received from customers for equipment purchases), charges, sums and fees (including any such item relating to the payment of Taxes);
- (j) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- (k) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities;
- (l) originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Intellectual Property Assets and the Intellectual Property Agreements ("Books and Records"), it being understood that Seller may retain copies

of any such Books and Records for purposes of filing final tax returns and performing any obligations under this Agreement;

(m) those telephone numbers, websites and email accounts related to the Business; and

(n) all other property or assets of every kind and description whether personal, real or mixed or tangible or intangible, including the goodwill and the going concern value of the Business.

Section 2.2 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "Excluded Assets"):

(a) subject to Section 2.1(i), all cash, cash equivalents and investments owned by Seller in relation to the Business, whether on hand or deposited at a bank or other financial institution;

(b) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller;

(c) all Benefit Plans and assets attributable thereto;

(d) the personal vehicles, assets, properties and rights unrelated to the Business, as well as any quarterly and annual vendor rebates (which rebates Seller shall collect directly from any vendors), all as specifically set forth on Schedule 2.2(d);

(e) the rights which accrue or will accrue to Seller under the Transaction Documents; and

(f) Seller's ownership interest in Parsbee.

Section 2.3 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities of Seller (collectively, the "Assumed Liabilities"), and no other Liabilities:

(a) all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder occur solely after, relate to the period after and are required to be performed after the Closing Date, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller on or prior to the Closing;

(b) the obligations of Seller under those trade accounts payable of the Business which are current, or up to ten (10) days past current, under applicable vendor terms as of Closing as set forth on Schedule 2.3(b), which Schedule shall be updated as of the Closing Date; and

(c) those other obligations of Seller set forth on Schedule 2.3(c).

Section 2.4 Excluded Liabilities. Notwithstanding the provisions of Section 2.3 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates or Subsidiaries of any kind or nature whatsoever other than the Assumed Liabilities (the “Excluded Liabilities”). Seller shall, and shall cause each of its Affiliates and Subsidiaries to, pay and satisfy in due course all Excluded Liabilities which it is obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

(a) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liability for (i) Taxes of Seller (or any stockholder, Affiliate or Subsidiary of Seller) or relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period; (ii) Taxes that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of Seller pursuant to Section 6.12; or (iii) other Taxes of Seller (or any stockholder, Affiliate or Subsidiary of Seller) of any kind or description (including any Liability for Taxes of Seller (or any stockholder, Affiliate or Subsidiary of Seller) that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);

(c) any Liabilities relating to or arising out of the Excluded Assets;

(d) any Liabilities in respect of any pending or threatened Action (including those items disclosed on Schedule 4.16(a)) (arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation on or prior to the Closing Date;

(e) any product Liability or similar claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Seller prior to the Closing, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Seller;

(f) any recall, design defect or similar claims of any products manufactured or sold or any service performed by Seller prior to the Closing;

(g) any Liabilities of Seller arising under or in connection with any Benefit Plan providing benefits to any present or former employee of Seller;

(h) any Liabilities of Seller for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller, including, without limitation, any Liabilities associated with any claims for wages or other benefits, commissions, bonuses, accrued vacation, workers’ compensation, severance, retention, termination or other payments;

(i) any Environmental Claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller;

(j) any trade accounts payable of Seller (i) to the extent not accounted for on the Interim Balance Sheet; (ii) which constitute intercompany payables owing to Affiliates or Subsidiaries of Seller; (iii) which constitute debt, loans or credit facilities to financial institutions or Stockholders; (iv) which did not arise in the ordinary course of business; or (v) which are not being assumed by Buyer pursuant to Section 2.3(b);

(k) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by the Business' customers to Seller on or before the Closing; (ii) did not arise in the ordinary course of business; or (iii) are not validly and effectively assigned to Buyer pursuant to this Agreement;

(l) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same), except for indemnification of same pursuant to Section 9.3 as Seller Indemnitees;

(m) any Liabilities under any Contracts, including Intellectual Property Agreements, (i) which are not validly and effectively assigned to Buyer pursuant to this Agreement; (ii) which do not conform to the representations and warranties with respect thereto contained in this Agreement; (iii) to the extent such Liabilities arise out of or relate to a breach by Seller of such Contracts or Intellectual Property Agreements prior to Closing; or (iv) are not included with the Assigned Contracts as set forth on Schedule 4.7(b);

(n) any Liabilities associated with debt, loans or credit facilities of Seller and/or the Business owing to financial institutions, Affiliates, Subsidiaries or Stockholders;

(o) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates or Subsidiaries to comply with any Law or Governmental Order prior to the Closing;

(p) any Liabilities of Seller to any broker, finder or investment banker; and

(q) any Liabilities relating to, arising out of or disclosed on any of those items to be delivered by Seller to Buyer pursuant to Section 2.5(b).

Section 2.5 Purchase Price. The aggregate purchase price for the Purchased Assets (the "Purchase Price"), shall be:

- (i) Sixteen Million Dollars (\$16,000,000); plus
- (ii) the assumption of the Assumed Liabilities.

The Purchase Price shall be paid at the Closing as follows:

(a) Fifteen Million Five Hundred Thousand Dollars (\$15,500,000), less any amounts paid by Buyer to clear title to any Purchased Assets or remove or release any Encumbrances solely with the consent of Seller, which consent shall not be unreasonably withheld, delayed or conditioned (the "Cash Consideration"), shall be paid by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer no later than two (2) Business Days prior to the Closing Date;

(b) Five Hundred Thousand Dollars (\$500,000) (the "Holdback Amount") shall be held back by Buyer at Closing and paid to Seller at such time as Seller has provided to Buyer (i) a tax clearance letter and/or status report from each State in the Territory, (ii) landlord estoppel certificates from each landlord of the Leased Premises, and (iii) any other items to be delivered by Seller to Buyer pursuant to the terms of this Agreement and which remain outstanding at Closing and the delivery of which has not been waived by Buyer in writing; and

(c) The Assignment and Assumption Agreement shall be duly executed and delivered by Seller and Buyer.

Section 2.6 Allocation of Purchase Price. Seller and Buyer agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the mutually agreed-upon allocation schedule (the "Allocation Schedule"). A draft of the Allocation Schedule shall be prepared by Buyer and delivered to Seller not later than thirty (30) days following the Closing Date. If Seller notifies Buyer in writing that Seller objects to one or more items reflected in the Allocation Schedule, Seller and Buyer shall negotiate in good faith to resolve such dispute. Buyer and Seller shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule, as modified to reflect any changes agreed upon between Buyer and Seller.

Section 2.7 Withholding Tax. After giving five (5) days advance notice to Seller, Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer may be required to deduct and withhold under any provision of Tax Law. All such withheld amounts shall be treated as delivered to Seller hereunder.

Section 2.8 Third Party Consents. To the extent that Seller's rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this Section 2.8 to the contrary, Buyer shall not be

deemed to have waived its rights under Section 8.2(d) hereof unless and until Buyer provides written waivers thereof.

ARTICLE III CLOSING

Section 3.1 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place virtually by the electronic exchange of documents and signature pages at 10:00 a.m., Central Daylight Savings Time, (i) on September 29, 2017, provided that all of the conditions to Closing set forth in Article VIII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date, but subject to the satisfaction or waiver of those conditions at such time) on such date, or (ii) if later, on the second Business Day after which the conditions to Closing set forth in Article VIII are either satisfied or waived (other than conditions which by their nature, are to be satisfied on the Closing Date, but subject to the satisfaction or waiver of those conditions at such time), or (iii) at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing actually occurs is herein referred to as the “Closing Date”.

Section 3.2 Transfer of Assets. Subject to the satisfaction or waiver of all conditions set forth in Article VIII, at the Closing, but effective as of 12:00 pm CST on the Closing Date:

(a) Seller shall sell, transfer, assign, grant, bargain, deliver and convey to Buyer, and Buyer shall purchase and assume in each case, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest in and to the Purchased Assets.

(b) Buyer shall assume and agree to pay, discharge and perform the Assumed Liabilities.

Section 3.3 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in the form of Exhibit A hereto (the “Bill of Sale”) and duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement in the form of Exhibit B hereto (the “Assignment and Assumption Agreement”) and duly executed by Seller, effecting the assignment of any Purchased Assets to Buyer and the assignment and assumption by Buyer of the Assumed Liabilities;

(iii) an assignment in the form of Exhibit C hereto (the “Intellectual Property Assignment”) and duly executed by Seller, transferring all of Seller’s right, title and interest in and to the Intellectual Property Assets to Buyer;

(iv) the Seller Closing Certificate;

- (v) a lease for the Premises in the form of Exhibit D hereto (the "Premises Lease") duly executed by the landlord thereof;
 - (vi) non-competition agreements in the form of Exhibits E, F and G hereto (the "Non-Competition Agreements") duly executed by each of the Key Employees;
 - (vii) the certificates of the Secretary of Seller required by Section 8.2(j);
 - (viii) the certificates of the Secretary of Parent required by Section 8.2(k);
 - (ix) the certificates of the Manager of Parsbee required by Section 8.2(l);
 - (x) a bill of sale and assignment agreement (the "Parsbee Bill of Sale") in form and substance reasonably acceptable to Buyer, by which Parsbee transfers to Seller all of its business, assets, goodwill, and property rights prior to the Closing;
 - (xi) a non-competition agreement in form and substance reasonably acceptable to Buyer and duly executed by Parsbee (the "Parsbee Non-Competition Agreement");
 - (xii) such other documents as may be set forth in Section 8.2; and
 - (xiii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.
- (b) At the Closing, Buyer shall deliver to Seller the following:
- (i) the Cash Consideration;
 - (ii) the Assignment and Assumption Agreement duly executed by Buyer;
 - (iii) the Premises Lease duly executed by Buyer;
 - (iv) the Buyer Closing Certificate;
 - (v) the certificates of the Secretary of Buyer required by Section 8.3(f); and
 - (vi) such other documents as may be set forth in Section 8.3.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller, Parent and Stockholders, jointly and severally, represent and warrant to Buyer that the statements contained in this Article IV are true and correct on the date hereof and will be true and correct on the Closing Date.

Section 4.1 Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the state of Michigan and has all requisite corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Schedule 4.1 sets forth each jurisdiction in which Seller is licensed or qualified to do business, and Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.

Section 4.2 Authority of Seller. Seller has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite actions and proceedings on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). When each other Transaction Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Seller enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.3 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles of incorporation, bylaws or other organizational or governing documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) except as set forth in Schedule 4.3, require

the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Encumbrance (other than Permitted Encumbrances) on the Purchased Assets. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 4.4 Financial Statements. Complete copies of the (a) reviewed and consolidated financial statements consisting of the consolidated balance sheets of Parent and Seller as at December 31 in each of the years 2014, 2015 and 2016 and the related consolidated statements of income, shareholder's equity, and cash flows for the years then ended and the accountant's notes thereto as well as the consolidated schedules of general and administrative expenses (the "Reviewed Financial Statements"), and (b) the unaudited financial statements of Seller consisting of the financial narrative and the balance sheet of Seller as at the end of each fiscal period in January, February, March, April, May, June, July and August of 2017 and the related measurements and objectives, custom statements of income by branch, standard monthly statements of income, operating statements, private label and Parsbee Scorecards, and forecasted income statements for the one-month through eight-month periods, respectively, then ended (the "Unaudited Financial Statements" and together with the Reviewed Financial Statements, the "Financial Statements") (which Reviewed Financial Statements and Unaudited Financial Statements have previously been delivered to Buyer and are attached hereto as of the date hereof on Schedule 4.4 and included in the Disclosure Schedules). The Reviewed Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved. The Unaudited Financial Statements have been prepared in accordance with the Seller's historical practices applied on a consistent basis throughout the period involved, subject to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Reviewed Financial Statements). The Financial Statements are based on the books and records of Seller and, where included, its Parent, are true and correct in all material respects and fairly present the financial condition of Seller and, where included, its Parent as of the respective dates they were prepared and the results of the operations of Seller and, where included, its Parent for the periods indicated. The Financial Statements do not contain any untrue statement of any material fact or omit to state any material fact necessary to make the Financial Statements not misleading. The balance sheet of the Business as of December 31, 2016 is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date" and the balance sheet of the Business as of December 31, 2016 is referred to herein as the "Interim Balance Sheet" and the date thereof as the "Interim Balance Sheet Date". Seller maintains a standard system of accounting for the Business established and administered in accordance with GAAP.

Section 4.5 Undisclosed Liabilities. Seller has no material Liabilities with respect to the Business of a type required to be reflected on a balance sheet prepared in accordance with GAAP, except (a) those which are adequately reflected or reserved against in the Interim

Balance Sheet as of the Interim Balance Sheet Date, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Interim Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

Section 4.6 Absence of Certain Changes, Events and Conditions. Since the Balance Sheet Date, and other than in the ordinary course of business consistent with past practice, except as listed on Schedule 4.6, there has not been any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) declaration or payment of any distributions or redemption, purchase or acquisition of Seller's capital stock;

(c) material change in any method of accounting or accounting practice for the Business, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(d) material change in cash management practices and policies, practices and procedures with respect to collection of Accounts Receivable, establishment of reserves for uncollectible Accounts Receivable, accrual of Accounts Receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(e) entry into any Contract that would constitute a Material Contract, except (x) for any Contract included on any Disclosure Schedule or (y) a Contract that would otherwise be a Material Contract except the aggregate consideration is less than \$50,000;

(f) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;

(g) transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the Balance Sheet, except for the sale of Inventory in the ordinary course of business;

(h) cancellation of any debts or claims or amendment, termination or waiver of any rights constituting Purchased Assets;

(i) transfer, assignment or grant of any license or sublicense of any material rights under or with respect to any Intellectual Property Assets or Intellectual Property Agreements;

(j) material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;

(k) acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit that would have a Material Adverse Effect;

- Liability;
- (l) material capital expenditures which would constitute an Assumed Liability;
 - (m) imposition of any Encumbrance (other than Permitted Encumbrances) upon any of the Purchased Assets;
 - (n) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of any current or former employees, officers, directors, independent contractors or consultants of the Business, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee of the Business or any termination of any employees for which the aggregate costs and expenses exceed \$5,000, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, consultant or independent contractor of the Business;
 - (o) hiring or promoting any person as or to (as the case may be) an officer or manager or hiring or promoting any employee below officer or manager except to fill a vacancy in the ordinary course of business;
 - (p) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant of the Business, (ii) Benefit Plan, or (iii) collective bargaining or other agreement with a Union, in each case whether written or oral;
 - (q) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any current or former directors, officers or employees of the Business;
 - (r) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;
 - (s) purchase, lease or other acquisition of the right to own, use or lease any property or assets in connection with the Business for an amount in excess of \$5,000, individually (in the case of a lease, per annum) or \$5,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of Inventory or supplies in the ordinary course of business consistent with past practice; or
 - (t) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 4.7 Material Contracts.

- (a) Schedule 4.7(a) lists each of the following Contracts (x) by which any of the Purchased Assets are bound or affected or (y) to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts, together with all Contracts concerning the occupancy, management or operation of any Leased Real Property (including without limitation, brokerage contracts) listed or otherwise disclosed in Schedule

4.10(a) and all Intellectual Property Agreements set forth in Schedule 4.11(b), being “Material Contracts”):

- (i) all Contracts involving aggregate consideration in excess of \$25,000 and which, in each case, cannot be cancelled without penalty or without more than thirty (30) days’ notice;
- (ii) all Contracts that require Seller to purchase or sell a stated portion of the requirements or outputs of the Business or that contain “take or pay” provisions;
- (iii) all Contracts that provide for the indemnification of any Person or the assumption of any Tax, environmental or other Liability of any Person;
- (iv) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);
- (v) all broker, distributor, dealer, manufacturer’s representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;
- (vi) all employment agreements, all Contracts that contain any severance or termination pay liabilities or obligations, and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than thirty (30) days’ notice;
- (vii) except for Contracts relating to trade receivables, all Contracts relating to indebtedness (including, without limitation, guarantees);
- (viii) all Contracts with any Governmental Authority;
- (ix) all Contracts that limit or purport to limit the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;
- (x) all joint venture, partnership or similar Contracts;
- (xi) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;
- (xii) all powers of attorney with respect to the Business or any Purchased Asset;
- (xiii) all collective bargaining agreements or Contracts with any Union;
- (xiv) all Contracts for deduction, free goods, discount or other deferred price or quantity adjustment; and

(xv) all other Contracts that are material to the Purchased Assets or the operation of the Business and not previously disclosed pursuant to this Section 4.7.

(b) Each Material Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer. There are no material disputes pending or threatened under any Contract included in the Purchased Assets.

Section 4.8 Title to Purchased Assets. Seller has, and at the Closing will transfer to Buyer, good and valid title to, or a valid leasehold interest in, all of the Purchased Assets. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances (other than Permitted Encumbrances).

Section 4.9 Condition and Sufficiency of Assets. Except as set forth in Schedule 4.9, the building, plants and structures, located at 4182 Royal Court, Hudsonville, MI 49426, and furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property included in the Purchased Assets are structurally sound, are in good operating condition and repair (normal wear and tear excepted), and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted. None of the Excluded Assets are material to the Business.

Section 4.10 Real Property.

(a) Seller does not own any real property (or any buildings, fixtures, structures and improvements situated thereon or any easements, rights-of-way and other rights and privileges appurtenant thereto).

(b) Schedule 4.10(b) sets forth each parcel of real property leased by Seller and used in or necessary for the conduct of the Business as currently conducted (together with all rights, title and interest of Seller in and to leasehold improvements relating thereto, including, but not limited to, security deposits, reserves or prepaid rents paid in connection therewith, collectively, the "Leased Real Property"), and a true and complete list of all leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions renewals, guaranties and other agreements with respect thereto, pursuant to which Seller holds any Leased Real Property (collectively, the "Leases"). Seller has delivered to Buyer a true and complete copy of each Lease. With respect to each Lease:

(i) such Lease is valid, binding, enforceable and in full force and effect, and Seller enjoys peaceful and undisturbed possession of the Leased Real Property;

(ii) Seller is not in breach or default under such Lease, and to Seller's Knowledge no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default, and Seller has paid all rent due and payable under such Lease;

(iii) Seller has not received nor given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by Seller under any of the Leases and, to the Knowledge of Seller, no other party is in default thereof, and no party to any Lease has exercised any termination rights with respect thereto;

(iv) Seller has not subleased, assigned or otherwise granted to any Person the right to use or occupy such Leased Real Property or any portion thereof; and

(v) Seller has not pledged, mortgaged or otherwise granted an Encumbrance on its leasehold interest in any Leased Real Property.

(c) Seller has not during the past five (5) years received any written notice of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Leased Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Leased Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to operate the Leased Real Property as currently operated. During the past five (5) years, neither the whole nor any material portion of any Leased Real Property has been damaged or destroyed by fire or other casualty.

(d) The Leased Real Property constitutes all of the real property used to conduct the Business as currently conducted.

(e) To the extent that Parent is identified as the tenant in any Lease, Seller confirms the accuracy of each of the foregoing representations and warranties on behalf of Parent in the same manner and fashion as if Seller was named as the tenant in any such Leases.

Section 4.11 Intellectual Property.

(a) Schedule 4.11(a) lists all (i) Intellectual Property Registrations and (ii) Intellectual Property Assets, including software, that are not registered but that are material to the operation of the Business. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations.

(b) Schedule 4.11(b) lists all Intellectual Property Agreements. Seller has provided Buyer with true and complete copies of all such Intellectual Property Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Intellectual Property Agreement is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any Intellectual Property Agreement. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Intellectual Property Agreement or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder.

(c) Except as set forth in Schedule 4.11(c), Seller is the sole and exclusive legal and beneficial, and with respect to the Intellectual Property Registrations, record, owner of all right, title and interest in and to the Intellectual Property Assets, and has the valid right to use all other Intellectual Property used in or necessary for the conduct of the Business as currently conducted, in each case, free and clear of Encumbrances. Without limiting the generality of the foregoing, Seller has entered into binding, written agreements with every current and former employee of Seller, and with every current and former independent contractor, whereby such employees and independent contractors (i) assign to Seller any ownership interest and right they may have in the Intellectual Property Assets; and (ii) acknowledge Seller's exclusive ownership of all Intellectual Property Assets. Seller has provided Buyer with true and complete copies of all such agreements.

(d) The Intellectual Property Assets and Intellectual Property licensed under the Intellectual Property Agreements are all of the Intellectual Property necessary to operate the Business as presently conducted. The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Buyer's right to own, use or hold for use any Intellectual Property as owned, used or held for use in the conduct of the Business as currently conducted.

(e) Seller's rights in the Intellectual Property Assets are valid, subsisting and enforceable, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). Seller has taken all reasonable steps to maintain the Intellectual Property Assets and to protect and preserve the confidentiality of all trade secrets included in the Intellectual Property Assets, including requiring all Persons having access thereto to execute written non-disclosure agreements.

(f) The conduct of the Business as currently and formerly conducted, and the Intellectual Property Assets and Intellectual Property licensed under the Intellectual Property Agreements as currently or formerly owned, licensed or used by Seller, have not infringed, misappropriated, diluted or otherwise violated, and have not, do not and will not infringe, dilute, misappropriate or otherwise violate, the Intellectual Property or other rights of any Person. To

the Seller's Knowledge, no Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any Intellectual Property Assets.

(g) There are no Actions (including any oppositions, interferences or re-examinations) settled, pending or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by Seller in connection with the Business; (ii) challenging the validity, enforceability, registrability or ownership of any Intellectual Property Assets or Seller's rights with respect to any Intellectual Property Assets; or (iii) by Seller or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of any Intellectual Property Assets. Seller is not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or would restrict or impair the use of any Intellectual Property Assets.

Section 4.12 Inventory. All Inventory, whether or not reflected in the Interim Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items described or listed on the attached Schedule 4.12, or that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory is owned by Seller free and clear of all Encumbrances other than Permitted Encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are consistent with historical practices of Seller.

Section 4.13 Accounts Receivable. The Accounts Receivable reflected on the Interim Balance Sheet and the Accounts Receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown on the Interim Balance Sheet or, with respect to Accounts Receivable arising after the Interim Balance Sheet Date, on the accounting records of the Business, are collectible in full within ninety (90) days after billing. The reserve for bad debts shown on the Interim Balance Sheet or, with respect to Accounts Receivable arising after the Interim Balance Sheet Date, on the accounting records of the Business have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

Section 4.14 Customers and Suppliers.

(a) Schedule 4.14(a) sets forth with respect to the Business (i) each customer who has paid aggregate consideration to Seller for goods or services rendered in an amount greater than or equal to \$25,000 for the calendar years ended December 31, 2015 and December 31, 2016 and the eight (8)-month period ending August 31, 2017 (collectively, the "Material Customers"); and (ii) the dollar amount of consideration paid by each Material Customer during such periods. Except as set forth in Schedule 4.14(a), Seller has not received any notice, and has no Seller's Knowledge, that any of the Material Customers has ceased, or intends to cease after

the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.

(b) Schedule 4.14(b) sets forth with respect to the Business (i) each supplier to whom Seller has paid consideration for goods or services rendered in an amount greater than or equal to \$25,000 for the calendar years ended December 31, 2015 and December 31, 2016 and the eight (8)-month period ending August 31, 2017 (collectively, the “Material Suppliers”); and (ii) the dollar amount of purchases from each Material Supplier during such periods. Except as set forth in Schedule 4.14(b), Seller has not received any notice, and has no Seller’s Knowledge, that any of the Material Suppliers has ceased, or intends to cease, to supply goods or services to the Business or to otherwise terminate or materially reduce its relationship with the Business.

Section 4.15 Insurance. Schedule 4.15 sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers’ compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Seller, its Affiliates and Subsidiaries and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the “Insurance Policies”); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since December 31, 2012. Except as set forth on Schedule 4.15, there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates or Subsidiaries has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity); (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates or Subsidiaries is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable Laws and Contracts to which Seller is a party or by which it is bound. True and complete copies of the Insurance Policies have been made available to Buyer.

Section 4.16 Legal Proceedings; Governmental Orders.

(a) Except as set forth in Schedule 4.16(a), there are no Actions pending or, to Seller’s Knowledge, threatened against or by Seller (a) relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities; or (b) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) Except as set forth in Schedule 4.16(b), there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Business. Seller is in compliance with the terms of each Governmental Order set forth in Schedule 4.16(b). No event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any such Governmental Order.

Section 4.17 Compliance With Laws; Permits.

(a) Except as set forth in Schedule 4.17(a), Seller has complied, and is now complying, with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

(b) All Permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect, except where the absence of any Permits would have a Material Adverse Effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Schedule 4.17(b) lists all current Permits issued to Seller which are related to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Schedule 4.17(b).

Section 4.18 Environmental Matters.

(a) The operations of Seller with respect to the Business, the Purchased Assets and the Leased Real Property are currently and have been in compliance in all material respects with all Environmental Laws during the periods that Seller has owned or leased such assets or real property. Seller has not received from any Person, with respect to the Business, the Purchased Assets or the Leased Real Property, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) Seller has obtained and is in material compliance with all Environmental Permits (each of which is disclosed in Schedule 4.18(b)) necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets and the Leased Real Property and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with Environmental Law, and Seller is not aware of any condition, event or circumstance that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing Date, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) None of the Business or the Purchased Assets or any real property currently or, to the Seller's Knowledge, formerly owned, leased or operated by Seller in connection with the Business is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) There has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Business or the Purchased Assets or any real property currently or formerly owned, leased or operated by Seller in connection with the Business, and Seller has not received an Environmental Notice that any of the Business or the Purchased Assets or real property currently or formerly owned, leased or operated by Seller in connection with the Business (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller.

(e) Schedule 4.18(e) contains a complete and accurate list of all active or abandoned aboveground or underground storage tanks owned or operated by Seller in connection with the Business or the Purchased Assets.

(f) Schedule 4.18(f) contains a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller in connection with the Business or the Purchased Assets as to which Seller may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.

(g) Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(h) Seller has provided or otherwise made available to Buyer and listed in Schedule 4.18(h): (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property currently or formerly owned, leased or operated by Seller in connection with the Business which are in the possession or control of Seller related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(i) Seller is not aware of, as of the Closing Date, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the Business or the Purchased Assets as currently carried out.

Section 4.19 Employee Benefit Matters.

(a) Schedule 4.19(a) contains a true and complete list of each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by Seller for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of the Business or any spouse or dependent of such individual, or under which Seller or any of its ERISA Affiliates has or may have any Liability, or with respect to which Buyer or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise (as listed on Schedule 4.19(a), each, a “Benefit Plan”). Seller has separately identified in Schedule 4.19(a) each Benefit Plan that is maintained, sponsored, contributed to, or required to be contributed to by Seller primarily for the benefit of employees of the Business outside of the United States (a “Non-U.S. Benefit Plan”).

(b) With respect to each Benefit Plan, Seller has made available to Buyer accurate, current and complete copies of each of the following: (i) where the Benefit Plan has been reduced to writing, the plan document together with all amendments; (ii) where the Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (iii) where applicable, copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and similar agreements, and investment management or investment advisory agreements, now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise; (iv) copies of any summary plan descriptions, summaries of material modifications, employee handbooks and any other written communications (or a description of any oral communications) relating to any Benefit Plan; (v) in the case of any Benefit Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the Internal Revenue Service; (vi) in the case of any Benefit Plan for which a Form 5500 is required to be filed, a copy of the two most recently filed Form 5500, with schedules and financial statements attached; (vii) actuarial valuations and reports related to any Benefit Plans with respect to the most recently completed plan years; (viii) the most recent nondiscrimination tests performed under the Code; and (ix) copies of material notices, letters or other correspondence from the Internal Revenue Service, Department of Labor, Pension Benefit Guaranty Corporation or other Governmental Authority relating to the Benefit Plan.

(c) Except as set forth in Schedule 4.19(c), each Benefit Plan and related trust (other than any multiemployer plan within the meaning of Section 3(37) of ERISA (each a “Multiemployer Plan”)) has been established, administered and maintained in accordance with its terms and in compliance with all applicable Laws (including ERISA, the Code and any applicable local Laws). Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a “Qualified Benefit Plan”) is so qualified and has received a favorable and current determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the

effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and nothing has occurred that could reasonably be expected to adversely affect the qualified status of any Qualified Benefit Plan. Nothing has occurred with respect to any Benefit Plan that has subjected or could reasonably be expected to subject Seller or any of its ERISA Affiliates or, with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a penalty under Section 502 of ERISA or to tax or penalty under Section 4975 of the Code. Except as set forth in Schedule 4.19(c), all benefits, contributions and premiums relating to each Benefit Plan have been timely paid in accordance with the terms of such Benefit Plan and all applicable Laws and accounting principles, and all benefits accrued under any unfunded Benefit Plan have been paid, accrued or otherwise adequately reserved to the extent required by, and in accordance with GAAP. All Non-U.S. Benefit Plans that are intended to be funded and/or book-reserved are funded and/or book-reserved, as appropriate, based upon reasonable actuarial assumptions.

(d) Neither Seller nor any of its ERISA Affiliates has (i) incurred or reasonably expects to incur, either directly or indirectly, any material Liability under Title I or Title IV of ERISA or related provisions of the Code or applicable local Law relating to employee benefit plans; (ii) failed to timely pay premiums to the Pension Benefit Guaranty Corporation; (iii) withdrawn from any Benefit Plan; or (iv) engaged in any transaction which would give rise to liability under Section 4069 or Section 4212(c) of ERISA.

(e) With respect to each Benefit Plan (i) except as set forth in Schedule 4.19(e), no such plan is a Multiemployer Plan, and (A) all contributions required to be paid by Seller or its ERISA Affiliates have been timely paid to the applicable Multiemployer Plan, (B) neither Seller nor any ERISA Affiliate has incurred any withdrawal liability under Title IV of ERISA which remains unsatisfied, and (C) a complete withdrawal from all such Multiemployer Plans at the Closing Date would not result in any material liability to Seller; (ii) no such plan is a “multiple employer plan” within the meaning of Section 413(c) of the Code or a “multiple employer welfare arrangement” (as defined in Section 3(40) of ERISA); (iii) no Action has been initiated by the Pension Benefit Guaranty Corporation to terminate any such plan or to appoint a trustee for any such plan; (iv) except as set forth in Schedule 4.19(e), no such plan is subject to the minimum funding standards of Section 412 of the Code or Title IV of ERISA, and no plan listed in Schedule 4.19(e) has failed to satisfy the minimum funding standards of Section 302 of ERISA or Section 412 of the Code; (v) no “reportable event,” as defined in Section 4043 of ERISA, has occurred with respect to any such plan; and (vi) none of the Purchased Assets is, or may reasonably be expected to become, the subject of any lien arising under Section 302 of ERISA or Section 412(a) of the Code.

(f) Except as set forth in Schedule 4.19(f) and other than as required under Section 601 et. seq. of ERISA or other applicable Law, no Benefit Plan or other arrangement provides post-termination or retiree welfare benefits to any individual for any reason.

(g) Except as set forth in Schedule 4.19(g), there is no pending or, to Seller’s Knowledge, threatened Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan has within the three years prior to the date hereof been the subject of an examination or audit by a Governmental Authority or the subject of an application or filing

under, or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.

(h) There has been no amendment to, announcement by Seller or any of its Affiliates or Subsidiaries relating to, or change in employee participation or coverage under, any Benefit Plan or collective bargaining agreement that would increase the annual expense of maintaining such plan above the level of the expense incurred for the most recently completed fiscal year with respect to any director, officer, employee, consultant or independent contractor of the Business, as applicable. Neither Seller nor any of its Affiliates or Subsidiaries has any commitment or obligation or has made any representations to any director, officer, employee, consultant or independent contractor of the Business, whether or not legally binding, to adopt, amend, modify or terminate any Benefit Plan or any collective bargaining agreement.

(i) Each Benefit Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including, notices, rulings and proposed and final regulations) thereunder. Seller does not have any obligation to gross up, indemnify or otherwise reimburse any individual for any excise taxes, interest or penalties incurred pursuant to Section 409A of the Code.

(j) Except as set forth in Schedule 4.19(j), neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any current or former director, officer, employee, independent contractor or consultant of the Business to severance pay or any other payment; (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation due to any such individual; (iii) increase the amount payable under or result in any other material obligation pursuant to any Benefit Plan; (iv) result in “excess parachute payments” within the meaning of Section 280G(b) of the Code; or (v) require a “gross-up” or other payment to any “disqualified individual” within the meaning of Section 280G(c) of the Code. Seller has made available to Buyer true and complete copies of any Section 280G calculations prepared (whether or not final) with respect to any disqualified individual in connection with the transactions.

Section 4.20 Employment Matters.

(a) Schedule 4.20(a) contains a list of all persons who are employees, independent contractors or consultants of the Business as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) current annual base compensation rate; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. Except as set forth in Schedule 4.20(a), as of the date hereof, all compensation, including wages, commissions and bonuses payable to all employees, independent contractors or consultants of the Business for services performed on or prior to the date hereof have been paid in full and there are no outstanding agreements, understandings or commitments of Seller with respect to any compensation, commissions or bonuses.

(b) Except as set forth in Schedule 4.20(b), Seller is not, and has not been for the past five years, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, “Union”), and there is not, and has not been for the past five years, any Union representing or purporting to represent any employee of Seller, and, to Seller’s Knowledge, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining. Except as set forth in Schedule 4.20(b), there has never been, nor to the Seller’s Knowledge has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting Seller or any employees of the Business. Seller has no duty to bargain with any Union.

(c) Seller is and has been in compliance in all material respects with all applicable Laws pertaining to employment and employment practices to the extent they relate to employees of the Business, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers’ compensation, leaves of absence and unemployment insurance. All individuals characterized and treated by Seller as consultants or independent contractors of the Business are properly treated as independent contractors under all applicable Laws. All employees of the Business classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified. Except as set forth in Schedule 4.20(c), there are no Actions against Seller pending, or to Seller’s Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant or independent contractor of the Business, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wages and hours or any other employment related matter arising under applicable Laws.

(d) Seller has not taken, and has no plans to take, any action that would trigger the WARN Act.

Section 4.21 Taxes. Except as set forth in Schedule 4.21:

(a) All Tax Returns with respect to the Business required to be filed by Parent, Seller or any Subsidiary for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All Taxes due and owing by Parent, Seller or any Subsidiary (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Seller and its Subsidiaries have withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller or any Subsidiary.

(d) All deficiencies asserted, or assessments made, against Seller or any Subsidiary as a result of any examinations by any taxing authority have been fully paid.

(e) Seller is not a party to any Action by any taxing authority. There has not been in the past five (5) years and there currently are no pending or, to the Seller's Knowledge, threatened Actions by any taxing authority.

(f) There are no Encumbrances for Taxes upon any of the Purchased Assets nor, to Seller's Knowledge, is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).

(g) Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

(h) Seller is not, and has not been, a party to, or a promoter of, a "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

(i) None of the Purchased Assets is (i) required to be treated as being owned by another person pursuant to the so-called "safe harbor lease" provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, (ii) subject to Section 168(g)(1)(A) of the Code, or (iii) subject to a disqualified leaseback or long-term agreement as defined in Section 467 of the Code.

(j) None of the Purchased Assets is tax-exempt use property within the meaning of Section 168(h) of the Code.

Section 4.22 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Section 4.23 Relationship with Affiliates. Except as set forth on Schedule 4.23, neither Seller nor any officer, director, employee or stockholder of Seller has any direct or indirect interest in any entity which does business with Seller or is competitive with the Business or any property, asset or right which is used by them in the conduct of such business.

Section 4.24 Books and Records. The books and records of accounts of Seller (i) are in all material respects true, complete and correct, (ii) have been maintained in accordance with good business practices on a basis consistent with prior years, (iii) state in reasonable detail and accurately and fairly reflect the transactions and dispositions of the assets of Seller, and (iv) accurately and fairly reflect, in all material respects, the basis for the Financial Statements referred to in Section 4.4.

Section 4.25 Severance Arrangements. Seller has not entered into any severance or similar arrangement in respect of any present or former personnel that will result in any obligation (absolute or contingent) of Buyer or Seller to make any payment to any present or former personnel following termination of employment.

Section 4.26 Product Warranties and Products Liability. Except as set forth on Schedule 4.26, Seller does not utilize any product warranties, guaranties, product return policies, service warranties or service policies. There has not been and there is not now any existing, pending or, to the Seller's Knowledge, threatened liability, claim or obligation arising from or alleged to arise from any actual or alleged injury to person or property as a result of the ownership, possession or use of any product manufactured, sold, leased or delivered by Seller that has not been resolved prior to the date of this Agreement.

Section 4.27 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date hereof and will be true and correct on the Closing Date.

Section 5.1 Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Missouri.

Section 5.2 Authority of Buyer. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). When each other Transaction Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.3 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles of incorporation, bylaws or other organizational or governing documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice or other action by any Person under any Contract to which Buyer is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby.

Section 5.4 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.5 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

ARTICLE VI COVENANTS

Section 6.1 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), Seller shall (x) conduct the Business in the ordinary course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact its current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with the Business. Without limiting the foregoing, from the date hereof until the Closing Date, Seller shall:

- (a) preserve and maintain all Permits required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets;
- (b) pay the debts, Taxes and other obligations of the Business when due;
- (c) continue to collect Accounts Receivable in a manner consistent with past practice, without discounting such Accounts Receivable;
- (d) maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;
- (e) continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;

- (f) defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation;
- (g) substantially perform all of its obligations under all Assigned Contracts;
- (h) maintain the Books and Records in accordance with past practice;
- (i) comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets; and
- (j) not take or permit any action that would cause any of the changes, events or conditions described in Section 4.6 to occur.

Section 6.2 Access to Information. From the date hereof until the Closing, Seller shall (a) afford Buyer and its Representatives full and free access to and the right to inspect all of the Leased Real Property, properties, assets, premises, Books and Records, Contracts and other documents and data related to the Business; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Business as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of Seller to reasonably cooperate with Buyer in its investigation of the Business. Prior to September 15, 2017, Buyer may not disclose the existence of this Agreement to Seller's employees or its customers or vendors without Seller's consent. Any investigation pursuant to this Section 6.2 shall be conducted at mutually agreeable times during normal business hours and in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Seller. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

Section 6.3 Notice of Certain Events.

- (a) From the date hereof until the Closing, Seller shall promptly notify Buyer in writing of:
 - (i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 8.2 to be satisfied;
 - (ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;
 - (iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) any Actions commenced or, to Seller's Knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.16 or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Prior to Closing, Seller may provide any information required by this Section 6.3 as supplements or amendments to the Disclosure Schedules (each a "Schedule Supplement"). Any disclosure in any such Schedule Supplement shall cure any breach of this Agreement arising solely from a failure to disclose, but will not release Seller from any claims directly arising from the underlying facts requiring the Schedule Supplement. Any Schedule Supplement shall (i) be true, correct and complete, (ii) be numbered to correspond to the Section of this Agreement to which they relate, and (iii) not reveal the occurrence or existence of any fact, event or condition not disclosed in the Disclosure Schedules to this Agreement on the date of signing which has caused or may be expected to cause in the future a Material Adverse Effect or which adversely affects the ability of Seller to consummate the transactions contemplated by this Agreement. Buyer's receipt of information pursuant to this Section 6.3 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement (including Section 9.2 and Section 10.1(b)) and shall not be deemed to amend or supplement the Disclosure Schedules.

Section 6.4 Employees and Employee Benefits.

(a) On the Closing Date and immediately prior to the Closing, Seller shall terminate all employees of the Business who are actively at work on the Closing Date, and, at Buyer's sole discretion, Buyer may offer employment, on an "at will" basis, to any or all of such employees, which employment shall be effective as of the first calendar day following the Closing Date. Buyer shall have an opportunity to meet with each employee of the Business prior to Closing but not sooner than September 17, 2017, and conduct such drug tests and background checks as determined by Buyer prior to making any employment offers.

(b) Except as listed in Schedule 6.4, Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller at any time on or prior to the Closing Date and Seller shall pay all such amounts to all entitled persons on or prior to the Closing Date.

(c) Seller shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Business which relate to events occurring on or

prior to the Closing Date. Seller shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

(d) Any employees of Seller which accept Buyer's offer of employment will become employees of Buyer under Buyer's standard employment terms and will take into account the term of employment with Seller for purposes of benefits and vacation eligibility. Buyer may, as it deems appropriate, in its sole discretion, terminate or reassign any such employee or change the terms and conditions of any such employee's employment or benefits.

(e) The provisions of this Section 6.4 are solely for the purpose of defining the obligations between Buyer and Seller concerning the employees of Seller, and will in no way be construed as creating an employment contract between Buyer and any employees of Seller.

(f) Seller shall provide continued group health plan coverage required by COBRA under the group health plans of Seller to any "M&A Qualified Beneficiaries" required by Section 409B of the Code and Section 601 et. seq. of ERISA ("COBRA") including any notice requirements under COBRA.

(g) Seller covenants and agrees to furnish any required notice under WARN and any other similar applicable Law and to otherwise comply with any such Law with respect to any "plant closing" or "mass layoff" (as defined in WARN) or similar event which results from the termination by Seller of any of the employees occurring prior to, on or after the Closing Date or arising as a result of the transactions contemplated hereby.

Section 6.5 Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning (i) the Business, (ii) the existence and provisions of this Agreement and the other Transaction Documents, or (iii) the negotiations relating to this Agreement and the other Transaction Documents, except to the extent that Seller can show that such information (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates or their respective Representatives, or (b) is lawfully acquired by Seller, any of its Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any such information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is advised by its counsel in writing is legally required to be disclosed, *provided that* Seller shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 6.6 Governmental Approvals and Consents.

(a) Each party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such party or any of its Affiliates; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become

necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other Transaction Documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) Seller shall use reasonable best efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 4.3. All obligations of Seller under this Section 6.6(b) will terminate ninety (90) days after the Closing.

(c) Without limiting the generality of the parties' undertakings pursuant to subsections (a) and (b) above, each of the parties hereto shall use all reasonable best efforts to:

(i) respond to any inquiries by any Governmental Authority regarding antitrust or other matters with respect to the transactions contemplated by this Agreement or any other Transaction Document;

(ii) avoid the imposition of any order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement or any other Transaction Document; and

(iii) in the event any Governmental Order adversely affecting the ability of the parties to consummate the transactions contemplated by this Agreement or any other Transaction Document has been issued, to have such Governmental Order vacated or lifted.

(d) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between Seller or Buyer with Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(e) Notwithstanding the foregoing, nothing in this Section 6.6 shall require, or be construed to require, Buyer or any of its Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of Buyer or any of its Affiliates; (ii) any conditions relating to, or changes or restrictions in, the operations of any such

assets, businesses or interests which, in either case, could reasonably be expected to result in a Material Adverse Effect or materially and adversely impact the economic or business benefits to Buyer of the transactions contemplated by this Agreement and the other Transaction Documents; or (iii) any material modification or waiver of the terms and conditions of this Agreement.

Section 6.7 Books and Records.

(a) In the event of any conflict between Article VII and this Section 6.7, the provisions of Article VII shall govern.

(b) In order to facilitate the resolution of any claims made against or incurred by Seller prior to the Closing, or for any other reasonable purpose, for a period of seven (7) years after the Closing, Buyer shall:

(i) retain the Books and Records (including personnel files) relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of Seller; and

(ii) upon reasonable notice, afford the Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Books and Records.

(c) In order to facilitate the resolution of any claims made by or against or incurred by Buyer after the Closing, or for any other reasonable purpose, for a period of seven (7) years following the Closing, Seller shall:

(i) retain the books and records (including personnel files) of Seller which relate to the Business and its operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford the Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such books and records.

(d) Neither Buyer nor Seller shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this Section 6.7 where such access would violate any Law.

Section 6.8 Closing Conditions. From the date hereof until the Closing, each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VIII hereof.

Section 6.9 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 6.10 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any state or jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any state or jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 6.11 Receivables.

(a) At the Closing, Seller shall provide Buyer with a list of its Accounts Receivable as of the Closing Date, including the name, address and amount owed by each Accounts Receivable debtor, the related invoice numbers and other information appropriate to the collection of Seller's Accounts Receivable (the "Accounts Statement"). After the Closing, Seller and its Affiliates and Subsidiaries shall not attempt to collect (and will not commence any lawsuit or other proceeding to collect) any of the Accounts Receivable without the prior consent of Buyer.

(b) From and after the Closing, if Seller or any of its Affiliates or Subsidiaries receives or collects any funds relating to any Accounts Receivable or any other Purchased Asset, Seller or its Affiliate or Subsidiary shall remit such funds to Buyer as directed within five (5) Business Days after its receipt thereof. From and after the Closing, if Buyer or its Affiliate receives or collects any funds relating to any Excluded Asset, Buyer or any of its Affiliates shall remit any such funds to Seller as directed within five (5) Business Days after its receipt thereof.

Section 6.12 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 6.13 Tax Clearance Certificates. Seller shall notify all of the taxing authorities in the jurisdictions that impose Taxes on Seller or any Subsidiary or where Seller or any Subsidiary has a duty to file Tax Returns, including but not limited to those states in the Territory, of the transactions contemplated by this Agreement in the form and manner required by such taxing authorities, regardless of whether the failure to make such notifications or receive any available tax clearance certificate could subject the Buyer to any Taxes of Seller or any Subsidiary. Seller shall use its reasonable best efforts to deliver to Buyer prior to Closing evidence that no Tax is due and no Tax Returns are required to be filed by Seller or any Subsidiary in each State in the Territory or any other state where the Business is being conducted. If a Tax clearance letter and/or status report for any jurisdiction in the Territory or any other state where the Business is being conducted has not been provided to Buyer prior to the Closing Date, Seller shall obtain such Tax clearance letter and/or status report within six (6) months after the Closing Date. Prior to obtaining such Tax clearance letters and/or status reports, Seller shall be responsible for any Tax due in such jurisdiction(s) through the Closing Date without regard to the Cap, Basket or other limitations set forth in Article IX or elsewhere in

this Agreement and shall be subject to the indemnification procedures set forth in Article IX. If any taxing authority asserts that Seller or any Subsidiary is liable for any Tax, and Seller or any Subsidiary has exhausted any applicable appeals, to the extent it disputes any Tax, Seller shall promptly pay any and all such amounts and shall provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied.

Section 6.14 Transitional Services.

(a) For a period of three (3) months following the Closing Date, Seller shall forward all emails sent to the old email addresses of Seller's employees to such new email addresses as communicated by Buyer to Seller.

(b) For a period of three (3) months following the Closing Date, Seller shall retain, to the extent in its possession, all financial, payroll, banking and human resources information relating to the Business and, upon reasonable advance notice of Buyer, forward such data and information to Buyer; provided, however, for all such records relating to Taxes, Seller shall retain such information for seven (7) years.

(c) For a period of sixty (60) days following the Closing Date, Buyer shall provide reasonable access during normal business hours to Seller's former employees of such information related to the Business in order for Seller to properly close-out the final month of operations of the Business by Seller, and to calculate and pay all Taxes and similar items.

Section 6.15 Prorations.

(a) Taxes. All Taxes on the Purchased Assets for any Pre-Closing Tax Period shall be prorated between Buyer and Seller as of the Closing Date. Seller shall be responsible for all such taxes and fees on the Purchased Assets accruing during any period up to and including the Closing Date. Buyer shall be responsible for all such Taxes on the Purchased Assets accruing during any period after the Closing Date. With respect to Taxes described in this Section 6.15(a), Seller shall timely file all Tax Returns due before the Closing Date with respect to such Taxes and Buyer shall prepare and timely file all Tax Returns due after the Closing Date with respect to such Taxes. If one party remits to the appropriate taxing authority payment for Taxes, which are subject to proration under this Section 6.15(a) and such payment includes the other party's share of such Taxes, such other party shall promptly reimburse the remitting party for its share of such Taxes.

(b) General Expenses. Seller shall be responsible for all expenses of the Business attributable to the period prior to and including the Closing Date and Buyer shall be responsible for all expenses of the Business attributable to the period after the Closing Date. Accordingly, all monthly expenses of the Business shall be prorated through the Closing Date, Seller to pay such expenses for the Closing Date. After Closing, the parties shall pay all such expenses in accordance with the foregoing. If after Closing a party receives any bills that are the obligation of the other party, the party receiving such bills shall promptly forward the same to the other party that is obligated to pay them, and the party that is obligated to pay them shall promptly pay them in accordance with their terms.

Section 6.16 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to (and, in the case of Seller, cause its Subsidiaries to), execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE VII RESTRICTIVE COVENANTS

Section 7.1 Non-Competition and Non-Solicitation.

(a) Non-Competition. For a period of three (3) years after the Closing Date, Seller shall not in any capacity, anywhere in the Territory, and shall not permit any of its Affiliates to, directly or indirectly, invest or have an interest in (including as a partner, shareholder, or member), own, manage, operate, finance, control, advise, render services to or guarantee the obligations of any Person engaged in or planning to become engaged in, directly or indirectly, the Business. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

(b) Non-Solicitation. For a period of three (3) years after the Closing Date, Seller shall not, directly or indirectly:

(i) Solicit the business of any Person who had been a customer of Seller, who is a customer of Buyer or who becomes a customer of Buyer pursuant to the transactions contemplated by this Agreement with respect to the Business;

(ii) Cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant or other business relation of Buyer to cease doing business with Buyer, to deal with any competitor of Buyer or in any way to interfere with its relationship with Buyer;

(iii) Cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant or other business relation of Seller on the Closing Date or within the year preceding the Closing Date to cease doing business with Buyer, to deal with any competitor of Buyer or in any way interfere with its relationship with Buyer; or

(iv) Hire, retain or attempt to hire or retain any employee or independent contractor of Buyer or in any way interfere with the relationship between Buyer and any of its employees or independent contractors.

Section 7.2 Equitable Relief. Seller acknowledges that a breach or threatened breach of Section 7.1 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach

by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 7.3 Reasonable Restrictions. Seller acknowledges that the restrictions contained in Section 7.1 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in Section 7.1 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in Section 7.1 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

ARTICLE VIII CONDITIONS TO CLOSING

Section 8.1 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) Seller shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Schedule 4.3 in form and substance reasonably satisfactory to Buyer, and no such consent, authorization, order and approval shall have been revoked.

Section 8.2 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Seller contained in Section 4.1, Section 4.2, Section 4.4 and Section 4.22, the representations and warranties of Seller contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material

respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in Section 4.1, Section 4.2, Section 4.4 and Section 4.22 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date; *provided, that*, with respect to agreements, covenants and conditions that are qualified by materiality, Seller shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) All approvals, consents and waivers that are listed on Schedule 4.3 shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

(e) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(f) Seller shall have delivered, or caused to be delivered, to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.3(a).

(g) Buyer shall have received all Permits that are necessary for it to conduct the Business as conducted by Seller as of the Closing Date.

(h) All Encumbrances, other than Permitted Encumbrances, relating to the Purchased Assets shall have been released in full and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Encumbrances.

(i) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 8.2(a), Section 8.2(b), Section 8.2(c) and Section 8.2(e) have been satisfied (the "Seller Closing Certificate").

(j) Buyer shall have received a certificate of the Secretary (or equivalent officer) of Seller certifying (i) that attached thereto are true and complete copies of (A) the Articles of Incorporation and Bylaws of Seller, (B) all resolutions adopted by the board of directors and stockholders of Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby, (C) a certificate of good standing from the jurisdiction of formation of Seller and each State in the Territory, and (ii) the names and signatures of the officers of Seller authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(k) Buyer shall have received a certificate of the Secretary (or equivalent officer) of Parent certifying (i) that attached thereto are true and complete copies of (A) the Articles of Incorporation and Bylaws of Parent, (B) all resolutions adopted by the board of directors and stockholders of Parent authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby, and (C) a certificate of good standing from the jurisdiction of formation of Parent, and (ii) the names and signatures of the officers of Parent authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(l) Buyer shall have received a certificate of the Manager (or equivalent officer) of Parsbee certifying (i) that attached thereto are true and complete copies of (A) the Articles of Organization or Formation and Operating Agreement of Parsbee, (B) all resolutions adopted by the managers and members of Parsbee authorizing the execution, delivery and performance of the Parsbee Bill of Sale and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby, and (C) a certificate of good standing from the jurisdiction of formation of Parsbee and each State in the Territory in which it does business, and (ii) the names and signatures of the managers of Parsbee authorized to sign the Parsbee Bill of Sale, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(m) Seller shall have delivered to Buyer evidence of (i) the cancellation of Seller's fictitious trade names, if any, that include references to "Advantage Sign Supply" or "Advantage Sign and Graphic Solutions" or any derivations thereof; (ii) the amendment of Seller's Articles of Incorporation changing the corporate name of Seller to a name that is not similar to its current name; (iii) the cancellation of Parsbee's fictitious trade names, if any, that include references to "Parsbee" or any derivations thereof; and (iv) the amendment of Parsbee's Articles of Organization changing the company name of Parsbee to a name that is not similar to its current name.

(n) Subject to Section 6.13, Buyer shall be reasonably satisfied that no Taxes or Tax Returns are due by Seller or any Subsidiary in any State in the Territory or in any other jurisdiction in which Seller or any Subsidiary conducts business as established by a tax clearance letter and/or status report issued within thirty (30) days after Closing.

(o) Buyer shall have received separate certificates, executed by Seller and the respective landlord of all Leased Real Property, in form and substance reasonably acceptable to Buyer.

(p) [Reserved]

(q) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 8.3 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Buyer contained in Section 5.1, Section 5.2 and Section 5.4, the representations and warranties of Buyer contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Buyer contained in Section 5.1, Section 5.2 and Section 5.4 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date; *provided, that*, with respect to agreements, covenants and conditions that are qualified by materiality, Buyer shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(d) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) to which it is a party and such other documents and deliveries set forth in Section 3.3(b).

(e) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 8.3(a) and Section 8.3(b) have been satisfied (the “Buyer Closing Certificate”).

(f) Seller shall have received a certificate of the Secretary (or equivalent officer) of Buyer certifying (i) that attached thereto are true and complete copies of (A) the Articles of Incorporation and Bylaws of Buyer, (B) all resolutions adopted by the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby, and (C) a certificate of good standing from the jurisdiction of formation of Buyer, and (ii) the names and signatures of the officers of Buyer authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(g) Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE IX INDEMNIFICATION

Section 9.1 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties of the parties contained herein shall survive the Closing and shall remain in full force and effect until the date that is twenty-four (24) months from the Closing Date; *provided, that* the representations and warranties in Section 4.1 (Organization and Qualification of Seller), Section 4.2 (Authority of Seller), Section 4.3 (No Conflicts; Consents), Section 4.8 (Title to Purchased Assets), Section 4.16(b) (Governmental Orders), Section 4.17(a) (Compliance with Laws), Section 4.21 (Taxes), Section 4.22 (Brokers), and claims for Excluded Liabilities shall survive until the applicable statute of limitations expires plus sixty (60) days (giving effect to any waiver, mitigation or extension thereof) or if no statute of limitations exists, then without limitation as to time. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 9.2 Indemnification By Seller. Subject to the other terms and conditions of this Article IX, Seller, Parent and Stockholders, jointly and severally, shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the “Buyer Indemnitees”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) Fraud with respect to any of the representations or warranties of Seller contained in this Agreement;

(b) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, the other Transaction Documents or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(c) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement, the other Transaction Documents or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement;

(d) any Excluded Asset or any Excluded Liability; or

(e) any Third Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or any of its Affiliates or Subsidiaries (other than the Purchased Assets or Assumed Liabilities) conducted, existing or arising on or prior to the Closing Date.

Section 9.3 Indemnification By Buyer. Subject to the other terms and conditions of this Article IX, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the “Seller Indemnitees”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or in any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement; or

(c) any Assumed Liability.

Section 9.4 Certain Limitations. The indemnification provided for in Section 9.2 and Section 9.3 shall be subject to the following limitations:

(a) Seller shall not be liable to the Buyer Indemnitees for indemnification under Section 9.2(b) until the aggregate amount of all Losses in respect of indemnification under Section 9.2(b) exceeds \$100,000 (the “Basket”), in which event Seller shall be required to pay or

be liable for all such Losses in excess of the Basket. The aggregate amount of all Losses for which Seller shall be liable pursuant to Section 9.2(b) shall not exceed \$2,000,000 (the “Cap”).

(b) Notwithstanding the limitations set forth in Section 9.4(a), the Basket shall not apply and the Cap shall be equal to the Purchase Price with respect to Losses based upon, arising out of, with respect to or by reason of (i) claims made pursuant to Section 9.2(a), Section 9.2(c), Section 9.2(d) and Section 9.2(e), (ii) any fraud or intentional misrepresentation of any representation or warranty of which Seller had knowledge of at any time prior to the date the representation or warranty was made, and (iii) any inaccuracy in or breach of any representation or warranty in Section 4.1 (Organization and Qualification of Seller), Section 4.2 (Authority of Seller), Section 4.3 (No Conflicts; Consents), Section 4.8 (Title to Purchased Assets), Section 4.16(b) (Governmental Orders), Section 4.17(a) (Compliance with Laws), Section 4.18 (Environmental Matters), Section 4.19 (Employee Benefit Matters), Section 4.21 (Taxes), Section 4.22 (Brokers), Section 4.23 (Relationship with Affiliates), and Section 4.26 (Product Warranties and Products Liability).

(c) For purposes of this Article IX, the amount of any Losses that are indemnifiable hereunder as a result of any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty (but any such qualification shall be taken into account for purposes of determining whether a breach or inaccuracy occurred).

(d) In the event that any Buyer Indemnitee has a right to indemnification arising out of a set of facts, circumstances or conditions for Losses, such Buyer Indemnitee may pursue any such claim for indemnification against Seller, Parent and Stockholders simultaneously without the need to first exhaust any remedies against Seller, Parent or the Stockholders.

Section 9.5 Indemnification Procedures. The party making a claim under this Article IX is referred to as the “Indemnified Party”, and the party against whom such claims are asserted under this Article IX is referred to as the “Indemnifying Party”.

(a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a “Third Party Claim”) against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of

any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a supplier or customer of the Business; except that, the Indemnifying Party may, at the Indemnified Party's instruction and at the Indemnifying Party's sole cost, negotiate with such supplier or customer in a manner consistent with past practices to reduce or mitigate the Third Party Claim, or (y) seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 9.5(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided, that* if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to Section 9.5(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of Section 6.5) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 9.5(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such

Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 9.5(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims. Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a “Direct Claim”) shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party’s investigation by giving such information and assistance (including access to the Indemnified Party’s premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

Section 9.6 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated by a court of competent jurisdiction to be payable pursuant to this Article IX, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such agreement or final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such fifteen (15) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to five percent (5%). Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed.

Section 9.7 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 9.8 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party’s right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any

such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 8.2 or Section 8.3, as the case may be.

Section 9.9 Exclusive Remedies. Subject to Section 6.5, Article VII and Section 11.11, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from Fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article IX. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article IX. Nothing in this Section 9.9 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's fraudulent, criminal or intentional misconduct.

ARTICLE X TERMINATION

Section 10.1 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if:

- (i) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VIII and such breach, inaccuracy or failure has not been cured by Seller within twenty (20) days of Seller's receipt of written notice of such breach from Buyer (which twenty (20)-day period shall extend the "drop dead" date contemplated by Section 10.1(b)(ii) below, as applicable); or

- (ii) any of the conditions set forth in Section 8.1 or Section 8.2 shall not have been fulfilled or waived by October 31, 2017 (subject to extension under Section 10.1(b)(i) above), unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

- (c) by Seller by written notice to Buyer if:

- (i) Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any

representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VIII and such breach, inaccuracy or failure has not been cured by Buyer within twenty (20) days of Buyer's receipt of written notice of such breach from Seller (which twenty (20)-day period shall extend the "drop dead" date contemplated by Section 10.1(c)(ii) below, as applicable); or

(ii) any of the conditions set forth in Section 8.1 or Section 8.3 shall not have been fulfilled or waived by October 31, 2017 (subject to extension under Section 10.1(c)(i) above), unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

(d) by Buyer or Seller in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 10.2 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article X, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- (a) as set forth in this Article X and Section 6.5 and Article XI hereof; and
- (b) that nothing herein shall relieve any party hereto from liability for any breach of any provision hereof prior to the date of termination.

ARTICLE XI MISCELLANEOUS

Section 11.1 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 11.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.2):

If to Seller, Parent or
Stockholders:

Advantage Sign Supply, Inc.
4182 Royal Court
Hudsonville, Michigan 49426
Facsimile: _____
E-mail: garyv@gvdi.net
Attention: Gary Van Dyke

with a copy to:

Clark Hill PLC
130 East Randolph Street, Suite 3900
Chicago, Illinois 60601
Facsimile: (616) 608-1173
E-mail: jvanwinkle@clarkhill.com
Attention: Jeffrey J. Van Winkle

If to Buyer:

Grimco, Inc.
1585 Fencorp Drive
Fenton, Missouri 63026
Facsimile: (636) 305-7399
E-mail: bhummert@grimco.com
Attention: Robert A. Hummert

with a copy to:

Stinson Leonard Street LLP
7700 Forsyth Blvd., Suite 1100
St. Louis, Missouri 63105
Facsimile: (314) 259-3928
E-mail: howard.kaplan@stinson.com
Attention: Howard H. Kaplan

Section 11.3 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Recitals, Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein and are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 11.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 11.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any state or jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other state or jurisdiction. Except as provided in Section 7.3, upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 11.6 Entire Agreement. This Agreement (including the Exhibits and Disclosure Schedules hereto), the Confidentiality Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 11.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, however*, that prior to the Closing Date, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to one or more of its Affiliates, including direct or indirect wholly-owned Subsidiaries. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 11.8 No Third-party Beneficiaries. Except as provided in Article IX, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 11.9 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 11.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF FORMATION OF THE PARTY AGAINST WHOM THE SUIT, ACTION, OR PROCEEDING IS BROUGHT, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 11.10(c).

Section 11.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 11.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the

same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

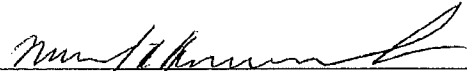
Section 11.13 Subsidiary References. For all purposes of this Agreement, including but not limited to Article IX, all references to Seller in Article IV shall be deemed to include, where appropriate, both Seller and any Subsidiary of Seller as if both Seller and any Subsidiary were identified therein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized, where applicable.

BUYER:

GRIMCO, INC.

By: 
Robert A. Hummert, Chief Executive Officer

SELLER:

ADVANTAGE SIGN SUPPLY, INC.

By: _____
Name: _____
Title: _____

PARENT (for purposes of Article 9):

GVD MLM, INC.

By: _____
Name: _____
Title: _____

STOCKHOLDERS (for purposes of Article 9):

Gary Van Dyke

Gail Van Dyke

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized, where applicable.

BUYER:

GRIMCO, INC.

By: _____
Robert A. Hummert, Chief Executive Officer

SELLER:

ADVANTAGE SIGN SUPPLY, INC.

By: _____
Name: Steve Kloosterman
Title: President

PARENT (for purposes of Article 9):

GVD MLM, INC.

By: _____
Name: Gary Van Dyke
Title: President

STOCKHOLDERS (for purposes of Article 9):

Gary Van Dyke

Gail Van Dyke

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized, where applicable.

BUYER:

GRIMCO, INC.

By: _____
Robert A. Hummert, Chief Executive Officer

SELLER:

ADVANTAGE SIGN SUPPLY, INC.

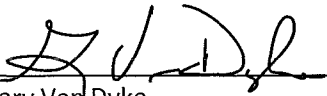
By: _____
Name: Steve Kloosterman
Title: President


PARENT (for purposes of Article 9):

GVD MLM, INC.

By:  _____
Name: Gary Van Dyke
Title: President

STOCKHOLDERS (for purposes of Article 9):

 _____
Gary Van Dyke

 _____
Gail Van Dyke

[Signature Page to Asset Purchase Agreement]

Exhibit A

BILL OF SALE

See attached.

BILL OF SALE

This Bill of Sale ("Bill of Sale") is made and delivered pursuant to, and subject to the terms and conditions of that Asset Purchase Agreement, dated September ____, 2017¹ (the "Purchase Agreement") by and among (i) Advantage Sign Supply, Inc., a Michigan corporation ("Seller"), (ii) Grimco, Inc., a Missouri corporation ("Buyer"), (iii) GVD MLM, Inc., a Michigan corporation and parent corporation of Seller, and (iv) Gary Van Dyke and Gail Van Dyke, the stockholders of Parent. The capitalized terms used, but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Subject to and in accordance with the terms and conditions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller does hereby irrevocably sell, assign, transfer, convey, set over and deliver to Buyer, pursuant to the requirements of the Purchase Agreement, all of Seller's right, title and interest as of 12:00 PM CST on the Closing Date, in and to all of the Purchased Assets (as defined in the Purchase Agreement).

This Bill of Sale shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

This Bill of Sale may be executed in counterparts each of which shall be deemed to be an original but all of which together shall constitute a single agreement and may be delivered by scanned attachment to email or other electronic transmission, and the signatures thereon shall be deemed effective upon receipt by the intended receiving party.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to conflict of laws principles.

THIS BILL OF SALE IS SUBJECT TO THE PROVISIONS, LIMITATIONS AND REMEDIES CONTAINED IN THE PURCHASE AGREEMENT AND ITS SOLE EFFECT IS TO ACCOMPLISH THE TRANSFERS PROVIDED IN THE PURCHASE AGREEMENT, AND DOES NOT, NOR SHALL IT BE DEEMED TO, SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT OR CREATE ANY LIABILITIES OR OBLIGATIONS SEPARATE FROM OR IN ADDITION TO THE PURCHASE AGREEMENT.

[signature page follows]

¹ Note: Insert Asset Purchase Agreement date.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on the ____ day of
September, 2017².

ADVANTAGE SIGN SUPPLY, INC.

By: _____
Name: Steve Kloosterman
Title: President

² **Note:** Insert actual Closing Date under the Asset Purchase Agreement.

[Signature Page to Bill of Sale]

Exhibit B

ASSIGNMENT AND ASSUMPTION AGREEMENT

See attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made and entered into on the ___ day of September, 2017¹, by and between Advantage Sign Supply, Inc., a Michigan corporation ("Assignor"), and Grimco, Inc., a Missouri corporation ("Assignee").

WHEREAS, Assignor, Assignee, GVD MLM, Inc., a Michigan corporation and parent corporation of Assignor, and Gary Van Dyke and Gail Van Dyke, the stockholders of Parent, are parties to that certain Asset Purchase Agreement dated September ___, 2017² (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold and transferred substantially all its business and assets to Assignee, and Assignee has agreed to assume, pay and discharge certain liabilities and obligations of Assignor.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor does hereby assign, transfer, sell and convey to Assignee, all of Assignor's right, title and interest in and to the Purchased Assets, including, but not limited to, the Assigned Contracts (as defined in the Purchase Agreement), subject to receipt of required consents to assignment or Assignee's express written waiver thereof.

2. Assumption. Upon the terms and subject to the conditions of the Purchase Agreement, Assignee does hereby assume and agree to pay, perform and discharge, the Assumed Liabilities, which Assumed Liabilities shall be paid in accordance with their terms. Assignee agrees to observe, perform and assume all obligations of Assignor arising after the Closing Date (and relating to the period after the Closing Date) under the Assigned Contracts, subject to receipt of required consents to assignment or Assignee's express written waiver thereof. Assignee does not assume and is not responsible to pay, perform or discharge any liability or other obligation of Assignor that is not an Assumed Liability, including but not limited to, the Excluded Liabilities.

3. Further Action. Assignor agrees that it shall execute and deliver or cause to be executed and delivered from time to time such instruments, documents, agreements, consents and assurances and shall take such other action as Assignee reasonably may require more effectively to (i) assign and transfer to and vest in Assignee all right, title and interest in and to the assets and rights assigned hereunder, and (ii) pay, perform and discharge the Assumed Liabilities.

¹ **Note:** Insert actual Closing Date under the Asset Purchase Agreement.

² **Note:** Insert Asset Purchase Agreement date.

4. Capitalized Terms. Unless otherwise indicated, capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

5. Other Agreements. This Agreement is being entered into pursuant to, and is subject to the terms and conditions of, the Purchase Agreement and shall in no way create any additional obligations, covenants, representations or warranties or alter or amend any of the obligations, covenants, representations or warranties contained in the Purchase Agreement, nor shall this Agreement impair or diminish any of the rights or obligations of any of the parties to the Purchase Agreement, as set forth therein. The Purchase Agreement shall govern and control in the event of any conflict or inconsistency between this Agreement and the Purchase Agreement. The parties hereto hereby acknowledge and agree that any agreement between or among any of the parties to the Purchase Agreement and any third person executed in connection with the assignment or the assumption of any Assumed Liability shall not override, supersede, modify, limit or amend in any manner the agreement of the parties with respect to this Agreement or the transactions contemplated by the Purchase Agreement.

6. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Michigan, without regard to conflicts of law principles. In any proceeding between the parties arising out of or relating to this Agreement, including any action seeking equitable relief, the parties irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts located in the State of formation of the party against whom the suit, action or proceeding is brought.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any signatures to this Agreement sent by facsimile or other electronic transmission will be deemed to constitute an original and fully effective signature of such party.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

10. Modification. This Agreement may not be amended or modified except by a writing signed by an authorized representative of the party against whom enforcement of the change is sought.

11. Effective Date. This Agreement shall be effective as of 12:00 PM CST on the Closing Date.

12. Entire Agreement. The recitals of this Agreement are by this reference incorporated herein. Except with respect to the Purchase Agreement and as qualified by Section

5 hereof, this Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the day and year first above written.

ADVANTAGE SIGN SUPPLY, INC.

By: _____
Name: Steve Kloosterman
Title: President

GRIMCO, INC.

By: _____
Robert A. Hummert, Chief Executive Officer

Exhibit C

INTELLECTUAL PROPERTY ASSIGNMENT

See attached.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Intellectual Property Assignment") is made and entered into on the ___ day of September, 2017¹ by and between Advantage Sign Supply, Inc., a Michigan corporation ("Assignor"), and Grimco, Inc., a Missouri corporation ("Assignee").

WHEREAS, Assignor, Assignee, GVD MLM, Inc., a Michigan corporation and parent corporation of Assignor, and Gary Van Dyke and Gail Van Dyke, the stockholders of Parent, are parties to that certain Asset Purchase Agreement dated September ___, 2017² (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee and Assignee has agreed to purchase, among other things, Assignor's entire right, title and interest in and to the Intellectual Property Assets as more fully described in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, grants, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Intellectual Property Assets, together with any applications and/or registrations thereof and the goodwill of the business symbolized thereby, including all common law rights and all claims for damages by reason of past and future infringements of any such Intellectual Property Assets, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to all such Intellectual Property Assets as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer and delivery in this Intellectual Property Assignment not been made.

2. Domain Name Transfer. In order to establish the Assignee's ownership of the domain name "www.advantagesgs.com" and the other domain names listed on Schedule 4.11(a) to the Purchase Agreement (collectively, the "Domain Names"), Assignor shall transfer the Domain Names electronically to Assignee. Within fifteen (15) business days after the Closing Date, Assignor shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee, including but not limited to, unlocking the Domain Names at the current registrar, providing necessary authentication codes to Assignee, establishing new domain name accounts in the name of Assignee and responding to any oral or written communications from the current registrar or the new registrar confirming and approving the transfer of the Domain Names to Assignee. The Domain Names will be deemed transferred when: (a) the domain name

¹ **Note:** Insert actual Closing Date under the Asset Purchase Agreement.

² **Note:** Insert Asset Purchase Agreement date.

registrar for the Domain Names has confirmed the transfer in accordance with its procedures therefor; (b) the applicable WHOIS database identifies Assignee as the registrant of the Domain Names; and (c) Assignee has administrative and technical access to the Domain Names, and sole control over where the Domain Name points. Until the transfer process is deemed complete (as set forth above), Assignor shall take such other reasonable actions, at Assignee's request and at the Assignor's expense, as Assignee may deem reasonably necessary or desirable in order to more effectively transfer, convey and assign to Assignee, and to confirm the Assignee's title to, the Domain Names, and to assist the Assignee in exercising all rights with respect thereto.

3. Further Action. Assignor shall, (a) execute and deliver, at the reasonable request of Assignee, any documents, papers, forms, instruments, authorizations and assignments prepared by Assignee that are reasonably necessary or desirable for securing, completing or vesting in Assignee all right, title and interest of Assignor in, to and under the Intellectual Property Assets, (b) provide, at the reasonable request of Assignee, evidence to support such assignment in the event such evidence is reasonably necessary and not otherwise available to Assignee, (c) take such other actions as Assignee may reasonably deem necessary or desirable in order to transfer, convey, and assign to Assignee, and to perfect, preserve, protect and confirm the Assignee's title to, such Intellectual Property Assets, provided that Assignee shall reimburse Assignor for its reasonable out-of-pocket expenses incurred in connection therewith, (d) reasonably cooperate with Assignee in connection with the filing, prosecution, maintenance and defense of the Intellectual Property Assets, and (e) deliver to Assignee all files and documentation that relate to the Intellectual Property Assets.

4. Capitalized Terms. Unless otherwise indicated, capitalized terms used but not defined in this Intellectual Property Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

5. Other Agreements. This Intellectual Property Assignment shall be subject to the terms and conditions of the Purchase Agreement, and shall in no way alter the provisions of the Purchase Agreement, or the rights and responsibilities of the parties thereto. The Purchase Agreement shall govern and control in the event of any conflict or inconsistency between this Intellectual Property Assignment and the Purchase Agreement.

6. Headings. The headings contained in this Intellectual Property Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Intellectual Property Assignment.

7. Governing Law; Jurisdiction. This Intellectual Property Assignment shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles. In any proceeding between the parties arising out of or relating to this Intellectual Property Assignment, including any action seeking equitable relief, the parties irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts located in the State of formation of the party against whom the suit, action or proceeding is brought.

8. Counterparts. This Intellectual Property Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute

one and the same instrument. Any signature to this Intellectual Property Assignment sent by facsimile or other electronic transmission will be deemed to constitute an original and fully effective signature of such party.

9. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

10. Modification. This Intellectual Property Assignment may not be amended or modified except by a writing signed by an authorized representative of the party against whom enforcement of the change is sought.

11. Effective Date. This Intellectual Property Assignment shall be effective as of 12:00 PM CST on the Closing Date.

12. Entire Agreement. The recitals to this Intellectual Property Assignment are by this reference incorporated herein. Except with respect to the Purchase Agreement and as qualified by Section 5 hereof, this Intellectual Property Assignment supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

13. Miscellaneous. Nothing in this Intellectual Property Assignment, express or implied, is intended or shall be construed to (a) expand, defeat, impair or limit in any way the rights, obligations, claims or remedies as set forth in the Purchase Agreement, or (b) confer upon, or give to, any person, corporation or other entity, other than the parties to this Intellectual Property Assignment, any rights, remedies, obligations or liabilities.

[signature page follows]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed by the parties hereto on the day and year first above written.

ADVANTAGE SIGN SUPPLY, INC.

By: _____
Name: Steve Kloosterman
Title: President

GRIMCO, INC.

By: _____
Robert A. Hummert, Chief Executive Officer

Exhibit D

PREMISES LEASE

See attached.

LEASE

THIS LEASE is made and executed this ____ day of _____, 2017, between HUBBELL GRAY PROPERTIES, LLC, a Michigan limited liability company, with a mailing address of 373 Highbanks Court, Holland, Michigan, 49424, as “**Landlord**”, and GRIMCO, INC., a Missouri corporation, with a mailing address of 1585 Fencorp Court, Fenton, Missouri, 63026, as “**Tenant**.”

1. **Leased Premises.** Landlord is the owner of the real property and improvements located at 4182 Royal Court, Jamestown Township, Ottawa County, Michigan, Parcel No. 70-18-05-300-036, and more particularly described on attached Exhibit A, which improvements include a 31,000 square foot building, with 12,500 square feet of office space, 17,750 square feet of warehouse space and 1,250 square feet used as a demo room (collectively, the “**Leased Premises**”). Landlord LETS AND LEASES to Tenant, and Tenant HIRES AND LEASES from Landlord the Leased Premises at the rents and under the terms and conditions set forth in this Lease.

2. **Purpose of Occupancy.** Tenant shall occupy and use the Leased Premises for general office space and warehousing and distribution of signage materials and other related products, and uses incidental thereto, but for no other purpose without the written consent of Landlord, which consent shall not be unreasonably withheld. The Leased Premises shall not be used for any purpose which would (a) violate any law, ordinance, rule or regulation or the terms of any restrictive covenant applicable to the Leased Premises of which Landlord has advised Tenant in writing in advance of Tenant’s execution of this Lease; (b) in any way create any nuisance or trespass; or (c) in any way violate the terms of a standard form policy of insurance or increase the rate of insurance under any such policy of insurance on the Leased Premises unless Tenant pays to Landlord the cost of any increased insurance cost arising from Tenant’s use of the Leased Premises within fifteen (15) days after written notice of the amount due.

3. **Term of Lease and Renewal Terms.** The term of this Lease shall commence on the date Landlord delivers possession of the Leased Premises to Tenant (the “**Commencement Date**”), and shall continue for eighteen (18) months unless sooner terminated as provided in this Lease. Provided Tenant is not then in default in the performance of any of its covenants and agreements under this Lease, Tenant may renew this Lease for ten (10) additional and consecutive terms of one (1) year each, upon the same terms and conditions as provided in this Lease except as to rent which shall be adjusted as provided in Paragraph 4, below. In order to exercise each such renewal term, Tenant shall serve Landlord with written notice of Tenant’s election to renew this Lease not less than six (6) months prior to the end of the term or each renewal term of this Lease, as the case may be. For purposes of this Lease, the word “**Term**” shall refer to the initial term of this Lease and any properly and timely exercised renewal term.

4. **Rent.** Tenant covenants and agrees to pay Landlord as rent for the Leased Premises during the Term as follows:

(a) **Rent.** Beginning on the Commencement Date, Tenant shall pay as Rent for the Leased Premises monthly rental installments of Seventeen Thousand Five Hundred Dollars (\$17,500.00), for each month of the Term of this Lease (“**Rent**”), which Rent is, subject, however, to adjustment during the fifth renewal term of this Lease as

provided under Paragraph 4(b), below. Rent shall be paid in advance on the first day of each month during the Term; provided, however, that Rent for the first full month of the Term shall be paid upon the execution of this Lease. Moreover, in the event the Commencement Date is any day other than the first day of a month, Tenant shall pay to Landlord on the Commencement Date a prorated portion of the monthly Rent for the period from the Commencement Date to the first day of the following month.

(b) **Rent Adjustments.** In the event that Tenant properly exercises its first five (5) renewal options, extending the Term of this Lease for the five (5) consecutive renewal terms, then, beginning with the fifth (5th) renewal term of this Lease, the annual amount of Rent paid by Tenant during such fifth (5th) renewal term of this Lease shall be adjusted upward to Two Hundred Thirteen Thousand One Hundred Fifty and no/100 Dollars (\$213,150.00) per year. The Rent, as adjusted, shall be paid in equal monthly installments of \$17,762.50 per month.

(c) **Payment.** The monthly installments of Rent and all other sums payable under this Lease by Tenant shall be paid to Landlord at Landlord's address set forth above, or at such other address as Landlord may direct by written notice, without setoff, counter claim, recoupment, abatement, suspension or deduction except as specifically provided in this Lease.

5. **Taxes and Special Assessments.** Tenant shall pay and discharge all real property taxes and special assessments (collectively, "Taxes") which may be levied against all or any part of the Leased Premises during the Term and which are applicable to the Term. The Taxes for the first year of the Term and any other partial calendar year of the Term shall be prorated on a calendar year basis, so that the Tenant is responsible for the payment of only those Taxes attributable to the period of Tenant's possession of the Leased Premises in accordance with this Lease, and Landlord shall pay all Taxes for the Leased Premises that are attributable to the period prior to the Commencement Date of this Lease and any period following the expiration or termination of the Term. Tenant shall pay and discharge all personal property taxes which may be levied against its furniture, equipment and other personal property located on the Leased Premises.

6. **Insurance and Indemnity.** Tenant shall keep the Leased Premises insured against the loss or damage by fire and those risks covered by "extended coverage" as provided in a Michigan standard fire insurance policy in the amount of the full replacement cost of the Leased Premises. In addition, Tenant shall, at its cost and expense, obtain and keep in force during the Term a policy or policies of public liability and property damage insurance with liability coverage of not less than Two Million Dollars (\$2,000,000) on a combined single limit basis. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that such insurance policies are in effect and showing Landlord as an additional insured party under each such policy. The policies of insurance described above and to be provided by the Tenant shall be for a period of not less than one (1) year, it being understood and agreed that at least fifteen (15) days prior to the expiration of any such policy of insurance, the Tenant will deliver to the Landlord a certificate of insurance evidencing the renewal or new policy taking the place of the policy expiring.

Landlord shall, at its cost and expense, obtain and keep in force during the Term a policy or policies of public liability and property damage insurance with liability coverage of not less than Two Million Dollars (\$2,000,000) on a combined single limit basis. Landlord shall furnish Tenant with a copy of such policy, a certificate of insurance or other evidence acceptable to Tenant indicating that such insurance policy is in effect and showing Tenant as an additional insured party under such policy. The policy of insurance described in this paragraph and to be provided by the Landlord shall be for a period of not less than one (1) year, it being understood and agreed that at least fifteen (15) days prior to the expiration of such policy of insurance, the Landlord will deliver to the Tenant a certificate of insurance evidencing the renewal or new policy taking the place of the policy expiring.

Subject to the provisions of Section 7 below, Tenant shall indemnify Landlord against and save Landlord harmless from any liability, claim, cost or expense (including reasonable attorneys' fees) which may be asserted against or incurred by Landlord by reason of any accident or casualty occurring in, on or about the Leased Premises arising from Tenant's use and occupancy of the Leased Premises except to the extent that any such liability, claim, cost or expense (including reasonable attorneys' fees) arises by reason of or as a result of the negligence or willful misconduct of Landlord, its agents, contractors, subcontractors, or employees. Subject to the provisions of Section 7 below, Landlord shall indemnify Tenant against and save Tenant harmless from any liability, claim, cost or expense (including reasonable attorneys' fees) which may be asserted against or incurred by Tenant by reason of any accident or casualty occurring in, on or about the Leased Premises arising from the activities of the Landlord, its employees, agents, contractors and subcontractors on the Leased Premises, except to the extent that any such liability, claim, cost or expense (including reasonable attorneys' fees) arises by reason of or as a result of the negligence or willful misconduct of Tenant, its agents, contractors, subcontractors, or employees.

Tenant, at its expense, shall keep all of its furnishings, equipment and other personal property located on the Leased Premises fully insured against loss or damage by fire and those risks covered by "extended coverage" as provided in a Michigan standard fire insurance policy. Such policy of insurance shall be payable to Tenant or as Tenant specifies.

7. Waiver of Subrogation. Each policy of insurance authorized or required of either party under this Lease shall contain a clause or endorsement under which the insurer waives all right of subrogation against the other party, its agents and employees with respect to losses payable under such policy, and each party hereby waives all right of recovery it might otherwise have against the other party, its agents and employees for any loss or injury which is covered by such a policy of insurance, notwithstanding that such loss or injury may result from the negligence or fault of such other party, its agents or employees.

8. Utilities. Tenant shall pay all charges for utility services provided to the Leased Premises during the Term. Landlord shall not be liable in damages or otherwise for any interruptions or failure in the supply of any utilities or utility service to the Leased Premises except such failure or interruption which results from the negligence or willful misconduct of Landlord, its agents or employees. Notwithstanding anything to the contrary in this Lease, in the event of an interruption, termination or cessation of any utility service to or at the Leased Premises due to no fault of Tenant that continues for a period in excess of fifteen (15)

consecutive days or an intermittent interruption that continues off and on for a period in excess of thirty (30) days due to no fault of Tenant, Tenant shall have the right to an abatement of Rent until there is no interruption in service.

9. Maintenance and Condition of Leased Premises. During the Term, Tenant, at its expense, shall keep the interior of the Leased Premises in good maintenance, condition, and repair, reasonable wear and tear excepted, including, without limitation, the routine maintenance of all HVAC, plumbing and electrical systems serving the Leased Premises. Notwithstanding the foregoing, Landlord shall be responsible for the replacement of the HVAC, plumbing, sewers and electrical systems serving the Leased Premises, and all structural components, roofs, gutters and downspouts of all improvements on and comprising part of the Leased Premises, including, but not limited to the foundations and all subfloors. However, Tenant shall perform all other maintenance, repair and replacement upon the Leased Premises to the extent necessitated by the negligence or willful misconduct of Tenant, its agents, employees or invitees. Tenant shall promptly notify Landlord in writing of any defective condition known to Tenant which Landlord is required to replace.

Tenant shall keep the Leased Premises in a neat and clean condition, shall not allow refuse to accumulate, and shall conduct its business in such a manner that the risk of fire to the Leased Premises shall not be increased beyond the hazard normal and usual for its type of business. At Tenant's sole cost and expense, Tenant shall maintain a preventive maintenance contract providing for the regular inspection and maintenance for the heating and air conditioning system serving the Leased Premises by a heating and air conditioning contractor, such contracts and such contractors shall be subject to Landlord's prior reasonable written approval. Tenant shall provide proof of such preventative maintenance contract to Landlord upon request.

10. Alterations; Tenant Improvement Credit. Tenant shall not make or permit to be made any alterations, additions or improvements in, upon or to the Leased Premises, or any part of the Leased Premises, in excess of Five Thousand Dollars (\$5,000.00), without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In the event such consent is obtained, all such alterations, additions or improvements shall be performed at the expense of Tenant in a good, workmanlike manner, free from faults and defects and in accordance with all applicable laws and building codes and plans and specifications approved by Landlord. Tenant shall not allow any construction liens to attach to the Leased Premises in connection with any such alteration and the failure of Tenant to have any such lien released within ten (10) days after written notice from Landlord shall constitute a default under this Lease. In addition, Tenant shall indemnify, defend and hold Landlord harmless from any and all costs and expenses incurred by Landlord in connection with such construction liens, including, without limitation, attorneys' fees and costs of litigation. All alterations, additions or improvements (except trade fixtures) so made and installed by Tenant shall become part of the realty, shall become the property of Landlord and shall remain for the benefit of Landlord at the end of the Term or other expiration of this Lease in as good condition as they were when installed, reasonable wear and tear excepted.

11. Performance by Landlord. In the event Tenant fails to perform any of its covenants and agreements as set forth in this Lease and such failure continues for a period of ten

(10) days after written notice from Landlord (except that no such notice shall be required in emergency situations), Landlord shall have the option to undertake such performance for Tenant, and the costs and expenses incurred by Landlord by reason of such undertaking shall be due and payable forthwith by Tenant to Landlord as additional rent under this Lease.

12. Compliance with Public Authority Requirements. Landlord hereby represents and warrants to Tenant that, to the best of Landlord's knowledge, the Leased Premises are in full compliance with all laws, ordinances and regulations, including, but not limited to, the Americans with Disabilities Act. Tenant agrees to operate its business at the Leased Premises in compliance with all requirements of any legally constituted public authority.

13. Hazardous Materials.

(a) **Definitions.** For purposes of this Lease, the terms "**Hazardous Materials**" and "**Relevant Environmental Laws**" shall be defined as follows:

(i) "Hazardous Materials" shall mean all solids, liquids and gasses, including but not limited to solid waste, asbestos, crude petroleum and petroleum fractions, toxic chemicals, polychlorinated biphenyls, paint containing lead, volatile organic chemicals, chlorinated organic compounds, and urea formaldehyde foam insulation, which are governed or regulated by Relevant Environmental Laws.

(ii) "Relevant Environmental Laws" shall include but not be limited to all federal, state or local laws, rules, regulations, orders or determinations established or issued by any judicial, legislative or executive body, of any governmental or quasi-governmental entity which govern or regulate the existence, storage, use, disposal, or release of any solid, liquid or gas on, in or under the Leased Premises, or which govern or regulate the environmental effect of any activity currently or previously conducted on the Leased Premises.

(b) **Tenant's Obligations; Indemnification.** Tenant shall not, nor shall it permit its employees, business invitees, contractors or subcontractors (collectively "**Tenant's Agents**"), to bring upon, keep, store, use, or dispose of any Hazardous Materials on, in, under, or about the Leased Premises or any adjacent property except for the following: (i) Hazardous Materials contained within Tenant's products, equipment, or inventory and which do not pose any significant threat of being released into the environment; or (ii) general office supplies (including, without limitation, ordinary cleaning chemicals and solutions) used for their intended purpose and not posing any significant threat of contamination of the Leased Premises or any adjacent property. Tenant shall cause the presence, use, storage, and/or disposal of any Hazardous Materials on, in, under, or about the Leased Premises or any adjacent property by Tenant or Tenant's Agents to be in complete compliance with all Relevant Environmental Laws. Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorneys' fees and costs, arising out of or in connection with the presence, storage, use, or disposal by Tenant or Tenant's Agents of Hazardous Materials in, on, under, or about the Leased Premises or any

adjacent property but only to the extent caused exclusively by the acts or negligence of Tenant and/or Tenant's Agents. Tenant's obligations hereunder shall survive the termination of this Lease.

(c) **Landlord's Representations and Warranties; Landlord's Indemnity and Obligations.** Landlord represents and warrants that to the best of Landlord's knowledge: (i) any handling, transportation, storage, treatment or usage of Hazardous Materials that has occurred on, over, under or within the Leased Premises has been in full compliance with all applicable federal, state and local laws, regulations and ordinances; (ii) no leak, spill, discharge, emission or disposal of Hazardous Materials has occurred on or within the Leased Premises; and (iii) that the soil, groundwater, and soil vapor on or under the Leased Premises is, or will be, free of Hazardous Materials as of the date of this Lease. Landlord agrees to indemnify, defend and hold Tenant and its officers, partners, directors, shareholders, employees and agents harmless from any claims, judgments, damages, fines, penalties, costs (including attorney, consultant and expert fees), liabilities (including sums paid in settlement of claims) or loss which arise during or after the initial term or any renewal or extension term of this Lease, in connection with the presence or suspected presence of Hazardous Materials in the soil, groundwater, or soil vapor on or under the Leased Premises, except to the extent such Hazardous Materials are present as the direct result of the acts of Tenant, its agents or employees. Without limiting the generality of the foregoing, this indemnification shall survive the expiration of this Lease and does specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence or suspected presence of Hazardous Materials in the soil, groundwater or soil vapor on or under the Leased Premises, except to the extent that the Hazardous Materials are present as the direct result of the acts of Tenant, its agents, or employees.

If, during the Term of this Lease or any extension or renewal term of this Lease, any governmental authority requires remediation of Hazardous Materials at the Leased Premises that are not caused to be present by Tenant, its employees, agents or contractors, and such remediation adversely affects Tenant's business operation or poses a safety threat to Tenant's employees or customers, then Tenant shall be entitled to unilaterally terminate this Lease, or receive an equitable abatement of rent from the date such interference or safety hazard occurs to the date such interference and safety hazard are no longer present.

14. Damage to Leased Premises. In the event the Leased Premises are damaged by fire, the elements, acts of God, or other cause to such extent that the Leased Premises are rendered untenable by Tenant, as determined by Tenant in its sole and absolute discretion, and in the event Landlord elects not to rebuild the Leased Premises as they existed prior to the damage or in some other manner satisfactory to Tenant, as determined by Tenant in its sole and absolute discretion, then Landlord, within thirty (30) days of the date the damage occurred, shall notify Tenant in writing of its election not to rebuild, and this Lease shall be canceled as of the date the damage occurred, and Landlord and Tenant shall have no further obligations by reason of its provisions. In the event Landlord elects to rebuild the Leased Premises as they existed prior to the damage or in some other manner satisfactory to Tenant, then Landlord shall

commence such rebuilding within thirty (30) days of the date of such damage and shall continue and complete such rebuilding as promptly as possible. Upon completion of such rebuilding of the Leased Premises, this Lease shall be reinstated in all of its terms; provided, however, the rent and all additional rent and Taxes shall abate in full during the period of such rebuilding.

In the event the Leased Premises are not damaged to such extent that the Leased Premises are rendered wholly untenable by Tenant, as determined by Tenant in its sole and absolute discretion, then Tenant may elect to continue to occupy that portion of the Leased Premises which is tenantable, in which event, the Rent shall abate proportionately to the portion occupied by Tenant, and Landlord shall promptly commence and complete repairs to the portion damaged.

In no event and under no circumstances shall Landlord be liable to Tenant for any loss occasioned by damage to the Leased Premises, other than for the abatement of rent as provided in this Paragraph 14, except that Landlord shall be liable for and to the extent of any property damage resulting from the negligence or willful misconduct of Landlord, its agents or employees.

15. Eminent Domain. In the event that the whole of the Leased Premises shall be taken or condemned for any public or quasipublic use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then this Lease shall terminate as of the date title vests in the condemnor, all rents and other payments shall be paid up to that date, and Landlord and Tenant shall have no further obligations by reason of the provisions of this Lease.

In the event that less than the whole of the Leased Premises is so taken or condemned, then Landlord shall have the right to terminate this Lease upon written notice to Tenant given at least thirty (30) days prior to the date title vests in the condemnor, and this Lease shall terminate as of the date title vests in the condemnor, all rents and other payments shall be paid up to date, and Landlord and Tenant shall have no further obligations by reason of the provisions of this Lease. In the event that Landlord does not elect to so terminate this Lease, Landlord, to the extent of the condemnation award, shall repair and restore the portion not affected by the taking so as to constitute the remaining premises a complete architectural unit. Thereafter, the rent to be paid by Tenant shall be adjusted proportionately according to the ratio that the floor area remaining in the Leased Premises bears to the former floor area in the Leased Premises, and all of the other terms of this Lease shall remain in full force and effect.

Tenant shall have no interest in any award resulting from any condemnation or eminent domain or similar proceedings whether such award be for diminution in value to the leasehold or to the fee of the Leased Premises, except that Tenant shall be entitled to claim, prove and receive in such proceedings such award as may be allowed it for loss of business, relocation, and for Tenant's trade fixtures and personal property which are removable by Tenant at the end of the Term.

16. Parking. Tenant, its employees, customers, invitees, and contractors, shall have the right to use all of the driveways, walkways and parking areas located on and adjacent to the Leased Premises.

17. **Defaults of Tenant.** Each of the following occurrences shall be deemed a “default” by Tenant under this Lease:

(a) Tenant shall fail to pay within five (5) days of when due any Rent or other sum payable under this Lease.

(b) Tenant shall make a general assignment for the benefit of creditors or become bankrupt or insolvent, or file or have filed against it in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee.

(c) Tenant shall be in breach of any other obligation of Tenant under this Lease, and such breach shall continue for thirty (30) days after Tenant’s receipt from Landlord of written notice of such breach.

18. **Remedies of Landlord.** In the event of a default by Tenant, Landlord shall have the following rights and remedies in addition to all other rights and remedies otherwise available to Landlord:

(a) Landlord shall be entitled to immediately accelerate upon written notice to Tenant the full balance of the rent payable for the remainder of the Term; provided, however, such amount shall be reduced to present value as of the date of payment based on an interest rate of four percent (4%) per annum.

(b) Landlord shall have the right to terminate this Lease upon written notice to Tenant without prejudice to any claim for rents or other sums due or to become due under this Lease or damages.

(c) Landlord shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises in accordance with applicable law. Such property may be removed and stored at the cost of Tenant. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings, Landlord may either terminate this Lease or, from time to time, without terminating this Lease, relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such commercially reasonable rental or rentals and upon such other commercially reasonable terms and conditions. Upon each such reletting, (i) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the commercially reasonable cost and expense of such reletting incurred by Landlord; or (ii) at the option of Landlord, rents received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting and of such alterations and repairs; third, to the payment of rent unpaid hereunder; and the residue, if any, held by Landlord and applied in payment of future unaccelerated rent as the same may become due and payable hereunder.

(d) Landlord may immediately sue to recover from Tenant all damages Landlord may incur by reason of Tenant's default, including the cost of recovering the Leased Premises, all of which shall be immediately due and payable along with reasonable attorneys' fees.

19. Late Charge and Interest for Past Due Payments. All installments of rent payable to Landlord under this Lease if not paid within five (5) business days after they become due shall be subject to a late charge equal to five percent (5%) of the installment amount. In addition, any payment not made when due by Tenant under this Lease shall bear interest at the rate of eleven percent (11%) per annum from the date of nonpayment to the date of payment.

20. Legal Expenses. In case suit shall be brought by Landlord for recovery of possession of the Leased Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or by either party because of the breach of any other covenant herein contained on the part of the other party to be kept or performed, all expenses incurred therefor (including attorneys' fees) shall be awarded to the party prevailing in such suit.

21. Right of Access. Tenant agrees to permit Landlord, and Landlord's agents, to inspect or examine the Leased Premises at any reasonable time in a reasonable manner, but in no event upon less than twenty four (24) hours advance notice, and for any emergency reason without advance notice, and to permit Landlord to make such repairs, decorations, alterations, improvements or additions in the Leased Premises as reasonably necessary or which Tenant has covenanted in this Lease to do but has failed to do, without the same being construed as an eviction of Tenant, in whole or in part, by reason of loss or interruption of the business of Tenant because of the prosecution of such work, and the rent due under this Lease shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made. Tenant shall have the right to accompany Landlord on any such inspections and examinations, which shall be scheduled to suit the reasonable convenience of both parties.

Landlord shall have the right to enter upon the Leased Premises at any reasonable time during the last three (3) months of the Term for the purpose of exhibiting the Leased Premises to prospective tenants or purchasers, provided advance notice is given to Tenant, and provided such exhibitions are scheduled to suit the reasonable convenience of both parties. For a period commencing three (3) months prior to the termination of this Lease and any renewals, Landlord may also place signs in, or upon the Leased Premises to indicate that the same are for rent, which signs shall not be altered, removed, obliterated or hidden by Tenant.

22. Surrender of Leased Premises. Tenant covenants and agrees to surrender possession of the Leased Premises to Landlord upon the expiration of the Term, or upon earlier termination of this Lease, in as good condition and repair as the same shall be at the Commencement Date, or as the same may have been put by Landlord or Tenant during the continuance of this Lease and any renewals, or extensions, ordinary wear and tear and casualty excepted. In addition, Tenant shall remove all of its personal property from the Leased Premises and shall repair any damage to the Leased Premises caused by such removal.

Any personal property of Tenant or of anyone claiming under Tenant which shall remain on the Leased Premises after the expiration or termination of this Lease shall be deemed

to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be in any way responsible for such property.

23. Holding Over. In the event Tenant shall continue to occupy all or any part of the Leased Premises after the expiration of the Term with the consent of Landlord, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as are contained in this Lease, except as to term; provided, however, if such holding over is without Landlord's written consent, Tenant shall pay to Landlord as rent for each month, or part of a month, that Tenant remains in possession of the Leased Premises, one hundred and fifty percent (150%) of the monthly rental rate in effect immediately prior to the date of termination.

24. Assignment and Sublease. Tenant shall not assign this Lease, or sublease all or any part of the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The sale or transfer of a majority of the equity ownership interests in Tenant in a single transaction or as the result of a series of transactions at any time during the Term shall constitute an assignment for purposes of this Paragraph. Landlord's consent to any one assignment or sublease shall not constitute consent to any other assignment or sublease. In addition, no consent to any assignment or sublease by Landlord nor any course of dealing between any assignee or subtenant and Landlord (whether or not such assignment or sublease is permitted under this Paragraph) nor any assignment for which Landlord's consent is not required (if any) shall in any way release or relieve Tenant from any of its obligations under this Lease unless such release is expressly granted by Landlord in writing.

25. Subordination. This Lease is and shall be subject and subordinate to any mortgage or mortgages now in force, or which shall at any time be placed upon the Leased Premises or any part thereof, and to each and every advance made pursuant to any such mortgage. Tenant agrees that it will upon demand execute and deliver such instruments as shall be required by any mortgagee or proposed mortgagee, to confirm or to effect more fully such subordination of this Lease to the lien of any such mortgage or mortgages, provided that any such subordination instrument provides commercially reasonable non-disturbance language for the benefit of Tenant. Tenant's refusal to execute or deliver such instrument shall entitle Landlord, its successors and assigns, to elect that this Lease terminate upon the giving of a written notice as provided for in Paragraph 17(c).

26. Attornment. In the event any proceedings are brought for the foreclosure of any mortgage covering the Leased Premises, or in the event of the conveyance by deed in lieu of foreclosure, or in the event of exercise of the power of sale under any such mortgage, or in the event of the sale or transfer of the Leased Premises by Landlord, Tenant hereby attorns to the new owner and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner and Tenant whereby Tenant attorns to such successor in interest and recognizes such successor as Landlord under this Lease and the new owner(s) agrees to recognize this Lease and not to disturb the Tenant's possession so long as Tenant is not in default under the terms of this Lease.

27. **Sale or Transfer by Landlord.** If Landlord shall sell or transfer the Leased Premises, Landlord shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of such conveyance or transfer, provided the purchaser on such sale has assumed and agreed to carry out all covenants and obligations of Landlord under this Lease.

28. **Estoppel Certificate.** At the request of Landlord, Tenant shall within ten (10) days deliver to Landlord or to anyone designated by Landlord, a certificate stating the Commencement Date and the termination date of the Term and certifying as of the date of the certificate as to the amount of Rent and other charges paid by Tenant under this Lease, whether this Lease has been modified and is in full force and effect, whether Landlord is in default under this Lease and the nature of any such default, whether Tenant has any claims against Landlord and the nature of any such claims and any additional facts reasonably requested by Landlord.

29. **Quiet Enjoyment.** On paying the rent and on performing all of the covenants and agreements on its part to be performed under the provisions of this Lease, Tenant shall peacefully and quietly have, hold and enjoy the Leased Premises for the Term without hindrance by Landlord, by any predecessor in interest to Landlord or anyone claiming an interest in the Leased Premises by or through Landlord or any such predecessor in interest.

30. **Benefit and Obligation.** The benefits of this Lease shall accrue to, and the burdens of this Lease shall be the liabilities of, the heirs, personal representatives, successors and assigns of Landlord and Tenant.

31. **Notices.** All notices required under any provision of this Lease shall be deemed to be properly served if delivered in writing personally, or sent by registered or certified mail to each party at their address as stated above or at such other address as each party shall designate in writing delivered to the other party. All mailed notices shall be effective upon mailing.

32. **Waiver.** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease, and no provision of this Lease shall be deemed to have been waived unless such waiver is in writing. One or more waivers of any covenant or condition by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant or condition nor shall the acceptance of rent or other payment by Landlord at any time when Tenant is in default under any term, covenant or condition of this Lease constitute a waiver of such default, nor shall any waiver or indulgence granted by either party be taken as an estoppel against the party granting the indulgence or waiver.

33. **Unenforceability.** In the event any covenant, term, provision, obligation, agreement or condition of this Lease is held to be unenforceable, it is mutually agreed and understood, by and between the parties hereto, that the other covenants, terms, provisions, obligations, agreements and conditions herein contained shall remain in full force and effect.

34. **Captions.** All headings contained in this Lease are intended for convenience only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

35. **Security Deposit.** INTENTIONALLY OMITTED
36. **Governing Law.** This Lease shall be governed by the laws of the State of Michigan.
37. **Waste Product Removal.** Tenant shall have sole responsibility for removal or disposal of any waste products or material generated by Tenant which is regulated under any municipal, state or federal law, ordinance or regulation and all such waste products and material shall be removed and disposed of by Tenant at its sole cost and expense and in full compliance with all such laws, ordinances and regulations.
38. **Additional Covenants of Tenant.** Tenant shall not perform or permit any of the following acts to be performed by Tenant or its agents, employees, or invitees without the written consent of the Landlord:
- (a) Occupy the Leased Premises in any other manner or for any other purpose than as set forth in this Lease.
 - (b) Use or operate any machinery that, in Landlord's reasonable opinion, is harmful to the Leased Premises.
 - (c) Inscribe, paint or affix or permit to be inscribed, painted or affixed any sign, advertisement or notice on any part of the Leased Premises, inside or out, unless first approved by Landlord in writing, which approval shall not be unreasonably withheld, conditioned or delayed.
 - (d) Place any telecommunications lines or other wires and instruments in the Leased Premises unless directed by Landlord as to where and how the same are to be placed, and, without such direction, no placement of any such apparatus shall be permitted; provided, however, Tenant shall be permitted to install standard telephone and computer lines at Tenant's expense.
 - (e) Use or allow to be used on the Leased Premises any article or substance having an offensive odor, such as, but not limited to ether, naphtha, phosphorus, benzol, gasoline, benzine, petroleum or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind.
 - (f) Use electricity in the Leased Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Leased Premises nor connect any additional fixtures, appliances or equipment to the Leased Premises electric distribution system or make any alteration or addition to the electric system of the Leased Premises.
 - (g) Tenant shall not make or permit any improper noises or odors in the Leased Premises or create a nuisance. In the event Tenant's business creates excessive noise or odors, Landlord may, in addition to all other remedies available to Landlord under this Lease, require Tenant, at Tenant's sole cost, to install in the Leased Premises

such sound insulation, air circulation devices and/or other improvements necessary to isolate the noise/odor in a manner acceptable to Landlord.

39. Additional Rights Reserved to Landlord. Landlord shall have the right, but shall be under no obligation, to do the following things (at any time or times and from time to time) in or about the Leased Premises:

(a) Make such reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Leased Premises and for the preservation of good order therein; provided, however, such rules and regulations are reasonable and customary for buildings of this character and are not inconsistent with the provision of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all rules and regulations.

(b) Control and prevent access to any part of the Leased Premises or adjacent property by all persons whose presence in the reasonable judgment of Landlord, or Landlord's employees, will be prejudicial to the safety, character, reputation or interest of the Leased Premises.

40. Signs. Landlord shall have no obligation to provide any signs for Tenant or the Leased Premises. All signs placed on the Leased Premises by Tenant shall be subject to the reasonable approval of Landlord. All signs approved by Landlord shall be erected at Tenant's sole cost and expense, and in compliance with all applicable laws, ordinances, codes and regulations. In addition, all such signs shall be removed by Tenant upon the termination of this Lease and all damages repaired at Tenant's cost and expense.

41. Force Majeure. The time within which any of the parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party; provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this paragraph shall not operate to excuse Tenant from prompt payment of Rent or any other fees or payments required by the terms of this Lease.

42. Use of Pronouns. The use of pronouns in this Lease shall be deemed to include the masculine, feminine and neutral pronouns as well as both the singular and plural pronouns.

43. Entire Agreement; Amendment. This Lease contains all of the representations and statements by each party to the other and expresses the entire understanding between the parties with respect to this transaction. All prior communications concerning this transaction are merged in and replaced by this Agreement. This Lease may not be amended except by a further agreement in writing signed by both Landlord and Tenant.

44. Waiver of Right to Trial by Jury. TENANT HEREBY VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES FOR THE BENEFIT OF THE

LANDLORD ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE IT BRINGS, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THIS LEASE, INCLUDING, BUT NOT LIMITED TO, ACTIONS INVOLVING SUMMARY PROCEEDINGS. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD TO ENTER INTO THIS TRANSACTION.

45. Floor Load. Tenant shall not place upon any portion of the floor of the Leased Premises a load exceeding such floor's load bearing capacity. Landlord reserves the right to prescribe the position of all safes, business machines, or other heavy apparatus. Such safes, business machines, or other heavy apparatus shall be maintained by Tenant at Tenant's expense in settings sufficient in the Landlord's judgment to absorb and prevent vibration, noise, and annoyance.

46. Landlord's Default and Tenant's Remedies.

(a) **Default.** If Tenant believes that the Landlord has breached or failed to comply with any provision of this Lease applicable to Landlord, Tenant will give written notice to Landlord describing the alleged breach or noncompliance. Landlord will not be deemed in default under this Lease if Landlord cures the breach or noncompliance within 30 days after receipt of Tenant's notice or, if the same cannot reasonably be cured within such 30-days period, if Landlord in good faith commences to cure such breach or noncompliance within such period and then diligently pursues the cure to completion within 60 days of its initial receipt from Tenant of written notice thereof.

(b) **Remedies.** If there is a material and substantial breach of any provision of this Lease by Landlord, or if Landlord materially or substantially fails to comply with any provision of this Lease applicable to Landlord, and such breach or noncompliance is not cured within the period of time described in Section 46 (a), then Tenant may (a) incur any expense necessary to perform the obligation of Landlord specified in such notice; and/or (b) sue for injunctive relief; and/or (c) sue for specific performance; and/or (d) sue for damages; and/or (e) avail itself of any other remedy provided herein or available at law or in equity. The performance of each and every agreement herein contained on the part of Landlord shall be a condition precedent to the right of Landlord to collect rent and other charges hereunder or to enforce this Lease against Tenant. Tenant's remedies provided for herein shall not be deemed to be exclusive of any other remedies available at law or in equity, and all of Tenant's remedies shall be cumulative.

47. Authority. Tenant represents and warrants that Tenant has the capacity and authority to enter into this Lease. If Tenant is a corporation, Tenant represents and warrants that it is duly organized and a validly existing corporation in good standing and that the person executing this Lease has the requisite authority to bind the corporation to the terms of this Lease. If Tenant is a partnership, Tenant represents and warrants that it validly exists and that the person executing this Lease has the requisite authority to bind the partnership to the terms of this Lease.

(the remainder of this page left intentionally blank)

IN WITNESS OF WHICH, Landlord and Tenant have executed this Lease at Grand Rapids, Michigan.

HUBBELL GRAY PROPERTIES, LLC,
a Michigan limited liability company

By: _____

Name: _____

Its: _____

LANDLORD

GRIMCO, INC.,
a Missouri corporation

By: _____

Name: _____

Its: _____

TENANT

EXHIBIT A

Legal Description of Leased Premises

Exhibit E

NON-COMPETITION AGREEMENT (GARY VAN DYKE)

See attached.

NON-COMPETITION AGREEMENT

This Non-Competition Agreement (this "Agreement") is made and entered into as of the ____ day of September, 2017¹, by and between Grimco, Inc., a Missouri corporation ("Buyer"), and Gary Van Dyke ("GVD").

WHEREAS, Buyer and Advantage Sign Supply, Inc. ("Seller"), among others, are parties to that certain Asset Purchase Agreement, dated September __, 2017² (the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase and acquire from Seller, and Seller has agreed to sell and convey to Buyer, substantially all of the assets of Seller (the "Acquisition");

WHEREAS, GVD, directly or indirectly and along with his spouse, is the owner of 100% of the issued and outstanding shares of capital stock of Parent, and GVD serves as an officer and director of Seller and Parent;

WHEREAS, in connection with the Acquisition, Buyer and Seller have agreed to certain restrictive covenants for the Key Employees of Seller as set forth herein to protect Buyer's rights under the Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement by GVD is a condition precedent to Buyer's obligation to close the transaction contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement and the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Covenants of GVD. GVD acknowledges and recognizes the highly competitive nature of the Business and the operations of Seller being acquired by Buyer pursuant to the Purchase Agreement and acknowledges the necessity of preserving for Buyer the proprietary rights and going business value of the Business and Seller's operations, and agrees that he shall not, directly or indirectly, for a three-year period commencing on the date hereof:

(a) own, manage, operate, control or participate in the ownership, management, operation or control of, or have any interest, financial or otherwise, in or act as an officer, director, manager, partner, principal, employee, agent, representative, consultant or independent contractor of, or in any way assist in, or assist any individual or entity in the conduct of, any business located in or doing business in the Territory which is engaged in any business competitive to the Business now or at any time during the period hereof engaged in by Buyer or any subsidiary, parent or affiliate of Buyer, including, but not limited to, any business which is engaged in the wholesale distribution of digital printers, sign supplies, equipment and related products and services;

¹ **Note:** Insert actual Closing Date under the Asset Purchase Agreement.

² **Note:** Insert Asset Purchase Agreement date.

(b) solicit, divert or attempt to solicit or divert (i) customers or accounts of Buyer or (ii) customers or accounts of Seller acquired by Buyer in the Acquisition pursuant to the Purchase Agreement;

(c) solicit or accept orders from Seller's customers (including those customers whose accounts are being purchased pursuant to the Acquisition);

(d) cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, or franchisor or other business relation of Buyer or Seller to cease doing business with Buyer, to deal with any competitor of Buyer or in any way interfere with its relationship with Buyer; or

(e) entice or induce or in any manner influence any person who is or becomes an employee or consultant of Buyer or any subsidiary, parent or affiliate of Buyer (including any person who becomes a Hired Employee), to leave such employment.

Notwithstanding the foregoing, GVD may (i) continue to maintain an ownership interest in Rock Hill Distribution, LLC; provided, however, that Rock Hill Distribution, LLC only engages in the wholesale distribution of sign equipment and consumables to other distribution companies, and (ii) own not more than 5% of the stock of any corporation which is listed upon a national stock exchange or actively traded in the over-the-counter market.

2. Reasonableness of Covenants. It is expressly understood and agreed that, although each party considers the restrictions contained in Section 1 of this Agreement to be reasonable for the purposes set forth herein, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in Section 1 of this Agreement is an unreasonable or otherwise unenforceable restriction, neither this Agreement nor the provisions of such Section shall be rendered void, but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable or, if such court does not so determine or indicate, to the maximum extent which any pertinent statute or judicial decision may indicate to be a reasonable restriction under the circumstances involved.

3. Equitable Remedies. GVD acknowledges and agrees that the Buyer's remedy at law for a breach or threatened breach of any of the provisions of Section 1 of this Agreement would be inadequate. In the event of any such breach or threatened breach by GVD, GVD agrees that, in addition to Buyer's remedy at law, Buyer shall be entitled to equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. Nothing herein contained shall be construed as prohibiting Buyer from pursuing any other remedies available to it for such breach or threatened breach.

4. General Provisions.

(a) Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

(b) Waiver. Buyer may, in writing: (a) extend the time for the performance of any of the obligations or other actions of GVD under this Agreement; (b) waive compliance by GVD with any of the conditions or covenants of GVD contained in this Agreement; or (c) waive or modify performance of any of the obligations of GVD under this Agreement; provided, however, that no such waivers or failure to insist upon strict compliance with such obligations, covenants, agreements or conditions shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

(c) Assignment. Neither this Agreement nor any of the rights or duties of any party hereto may be transferred or assigned to any person except by a written agreement executed by all of the parties hereto.

(d) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under applicable law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein are not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

(e) Incorporation of Recitals; Capitalized Terms. The recitals are incorporated herein by this reference as if more fully set forth herein. Capitalized terms in this Agreement that are not defined herein shall have the meanings set forth in the Purchase Agreement.

(f) Execution in Multiple Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. A signature of a party to this Agreement sent by facsimile or other electronic transmission will be deemed to constitute an original and fully effective signature of such party.

(g) Notices. Any notice, request, consent or communication under this Agreement shall be effective only if it is in writing and personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service, with delivery confirmed or by facsimile or e-mail with receipt confirmed, addressed as follows:

If to GVD:

Gary Van Dyke

Fax No.: _____

Email: _____

With a copy to:

Jeffrey J. Van Winkle

Clark Hill PLC

130 East Randolph Street, Suite 3900

Chicago, IL 60601

Fax No.: (616) 608-1173

Email: jvanwinkle@clarkhill.com

If to Buyer:

Robert A. Hummert
Grimco, Inc.
1585 Fencorp Drive
Fenton, Missouri 63026
Fax No.: (636) 305-7399
Email: bhummert@grimco.com

With a copy to:

Howard H. Kaplan
Stinson Leonard Street LLP
7700 Forsyth Blvd., Suite 1100
St. Louis, Missouri 63105
Fax No.: (314) 259-3928
Email: howard.kaplan@stinson.com

or such other persons and/or addresses as shall be furnished in writing by any party to the other parties, and shall be deemed to have been given as of the date when so personally delivered, three (3) days after when so deposited with the United States mail properly addressed, upon receipt when delivered by a nationally recognized overnight delivery service or when receipt of a facsimile or e-mail transmission is confirmed, as the case may be, unless the sending party has actual knowledge that such notice was not received by the intended recipient.

(h) Governing Law; Jurisdiction. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Michigan applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance, without regard to conflicts of law principles. In any proceeding between the parties arising out of or relating to this Agreement, including any action seeking equitable relief, the parties irrevocably and unconditionally consent to the exclusive jurisdiction and venue of the state and federal courts located in Kent County, Michigan.

(i) Modification. This Agreement may not be amended or modified except by a writing signed by an authorized representative of the party against whom enforcement of the change is sought.

(j) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(k) Parties in Interest. This Agreement is binding upon and is for the benefit of the parties hereto and their respective successors and assigns. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies or obligations or liabilities under or by reason of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed or caused to be duly executed this Agreement as of the day and year first above written.

GRIMCO, INC.

By: _____
Robert A. Hummert
Chief Executive Officer

Gary Van Dyke

[Signature Page to Non-Competition Agreement]

Exhibit F

NON-COMPETITION AGREEMENT (STEVE KLOOSTERMAN)

See attached.

NON-COMPETITION AGREEMENT

This Non-Competition Agreement (this "Agreement") is made and entered into as of the ____ day of September, 2017¹, by and between Grimco, Inc., a Missouri corporation ("Buyer"), and Steve Kloosterman ("Kloosterman").

WHEREAS, Buyer and Advantage Sign Supply, Inc. ("Seller"), among others, are parties to that certain Asset Purchase Agreement, dated September __, 2017² (the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase and acquire from Seller, and Seller has agreed to sell and convey to Buyer, substantially all of the assets of Seller (the "Acquisition");

WHEREAS, Kloosterman has no ownership interest in Seller, and Kloosterman serves as an officer and employee of Seller and a director of Parent;

WHEREAS, in connection with the Acquisition, Buyer and Seller have agreed to certain restrictive covenants for the Key Employees of Seller as set forth herein to protect Buyer's rights under the Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement by Kloosterman is a condition precedent to Buyer's obligation to close the transaction contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement and the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Covenants of Kloosterman. Kloosterman acknowledges and recognizes the highly competitive nature of the Business and the operations of Seller being acquired by Buyer pursuant to the Purchase Agreement and acknowledges the necessity of preserving for Buyer the proprietary rights and going business value of the Business and Seller's operations, and agrees that he shall not, directly or indirectly, for a two year period commencing on the date hereof:

(a) own, manage, control or participate in the ownership, management or control of, or have any interest, financial or otherwise, in or act as an officer, director, partner, principal, employee, agent, representative, consultant or independent contractor of, or in any way assist in, or assist any individual or entity in the conduct of, any business located in or doing business in the Territory which is engaged in any business competitive to the Business now or at any time during the period hereof engaged in by Buyer or any subsidiary, parent or affiliate of Buyer, including, but not limited to, any business which is engaged in the wholesale distribution of digital printers, sign supplies, equipment and related products and services;

¹ **Note:** Insert actual Closing Date under the Asset Purchase Agreement.

² **Note:** Insert Asset Purchase Agreement date.

(b) solicit, divert or attempt to solicit or divert customers or accounts of Seller acquired by Buyer in the Acquisition pursuant to the Purchase Agreement;

(c) cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, or franchisor or other business relation of Buyer or Seller to cease doing business with the business acquired by Buyer pursuant to the Acquisition or in any way interfere with its relationship with Buyer; or

(d) entice or induce or in any manner influence any person who is or becomes an employee or consultant of Buyer or any subsidiary, parent or affiliate of Buyer (including any person who becomes a Hired Employee), to leave such employment.

(e) Notwithstanding the foregoing, Kloosterman may (i) continue to maintain an ownership interest in Rock Hill Distribution, LLC; provided, however, that Rock Hill Distribution, LLC only engages in the wholesale distribution of sign equipment and consumables to other distribution companies, (ii) own not more than 5% of the stock of any corporation which is listed upon a national stock exchange or actively traded in the over-the-counter market, (iii) be an employee, consultant or contractor, for any business primarily engaged in the manufacturing and sales as an original equipment manufacturer of large format printers, digital printers, sign supplies, equipment and related products and services; provided, however, that Kloosterman's activities pursuant to this Section 1(e) shall not violate the restrictions set forth in Section 1(a) above, and (iv) be an employee, consultant or contractor, for any business primarily engaged in the retail sales of signs and large format printers and related services to purchasers of such items.

2. Reasonableness of Covenants. It is expressly understood and agreed that, although each party considers the restrictions contained in Section 1 of this Agreement to be reasonable for the purposes set forth herein, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in Section 1 of this Agreement is an unreasonable or otherwise unenforceable restriction, neither this Agreement nor the provisions of such Section shall be rendered void, but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable or, if such court does not so determine or indicate, to the maximum extent which any pertinent statute or judicial decision may indicate to be a reasonable restriction under the circumstances involved.

3. Equitable Remedies. Kloosterman acknowledges and agrees that the Buyer's remedy at law for a breach or threatened breach of any of the provisions of Section 1 of this Agreement would be inadequate. In the event of any such breach or threatened breach by Kloosterman, Kloosterman agrees that, in addition to Buyer's remedy at law, Buyer shall be entitled to equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. Nothing herein contained shall be construed as prohibiting Buyer from pursuing any other remedies available to it for such breach or threatened breach.

4. General Provisions.

(a) Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

(b) Waiver. Buyer may, in writing: (a) extend the time for the performance of any of the obligations or other actions of Kloosterman under this Agreement; (b) waive compliance by Kloosterman with any of the conditions or covenants of Kloosterman contained in this Agreement; or (c) waive or modify performance of any of the obligations of Kloosterman under this Agreement; provided, however, that no such waivers or failure to insist upon strict compliance with such obligations, covenants, agreements or conditions shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

(c) Assignment. Neither this Agreement nor any of the rights or duties of any party hereto may be transferred or assigned to any person except by a written agreement executed by all of the parties hereto.

(d) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under applicable law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein are not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

(e) Incorporation of Recitals; Capitalized Terms. The recitals are incorporated herein by this reference as if more fully set forth herein. Capitalized terms in this Agreement that are not defined herein shall have the meanings set forth in the Purchase Agreement.

(f) Execution in Multiple Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. A signature of a party to this Agreement sent by facsimile or other electronic transmission will be deemed to constitute an original and fully effective signature of such party.

(g) Notices. Any notice, request, consent or communication under this Agreement shall be effective only if it is in writing and personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service, with delivery confirmed or by facsimile or e-mail with receipt confirmed, addressed as follows:

If to Kloosterman:

Steve Kloosterman

Fax No.: _____

Email: _____

If to Buyer:

Robert A. Hummert

Grimco, Inc.

1585 Fencorp Drive

Fenton, Missouri 63026

Fax No.: (636) 305-7399

Email: bhummert@grimco.com

With a copy to:

Jeffrey J. Van Winkle

Clark Hill PLC

130 East Randolph Street, Suite 3900

Chicago, IL 60601

Fax No.: (616) 608-1173

Email: jvanwinkle@clarkhill.com

With a copy to:

Howard H. Kaplan

Stinson Leonard Street LLP

7700 Forsyth Blvd., Suite 1100

St. Louis, Missouri 63105

Fax No.: (314) 259-3928

Email: howard.kaplan@stinson.com

or such other persons and/or addresses as shall be furnished in writing by any party to the other parties, and shall be deemed to have been given as of the date when so personally delivered, three (3) days after when so deposited with the United States mail properly addressed, upon receipt when delivered by a nationally recognized overnight delivery service or when receipt of a facsimile or e-mail transmission is confirmed, as the case may be, unless the sending party has actual knowledge that such notice was not received by the intended recipient.

(h) Governing Law; Jurisdiction. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Michigan applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance, without regard to conflicts of law principles. In any proceeding between the parties arising out of or relating to this Agreement, including any action seeking equitable relief, the parties irrevocably and unconditionally consent to the exclusive jurisdiction and venue of the state and federal courts located in Kent County, Michigan.

(i) Modification. This Agreement may not be amended or modified except by a writing signed by an authorized representative of the party against whom enforcement of the change is sought.

(j) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(k) Parties in Interest. This Agreement is binding upon and is for the benefit of the parties hereto and their respective successors and assigns. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies or obligations or liabilities under or by reason of this Agreement.

FINAL

IN WITNESS WHEREOF, the parties hereto have duly executed or caused to be duly executed this Agreement as of the day and year first above written.

GRIMCO, INC.

By: _____
Robert A. Hummert
Chief Executive Officer

Steve Kloosterman

[Signature Page to Non-Competition Agreement]

TRADEMARK
REEL: 006221 FRAME: 0112

Exhibit G

NON-COMPETITION AGREEMENT (DANIEL IRRER)

See attached.

NON-COMPETITION AGREEMENT

This Non-Competition Agreement (this "Agreement") is made and entered into as of the ____ day of September, 2017¹, by and between Grimco, Inc., a Missouri corporation ("Buyer"), and Daniel Irrer ("Irrer").

WHEREAS, Buyer and Advantage Sign Supply, Inc. ("Seller"), among others, are parties to that certain Asset Purchase Agreement, dated September __, 2017² (the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase and acquire from Seller, and Seller has agreed to sell and convey to Buyer, substantially all of the assets of Seller (the "Acquisition");

WHEREAS, Irrer has no ownership interest in Seller, and Irrer serves as an officer of Seller;

WHEREAS, in connection with the Acquisition, Buyer and Seller have agreed to certain restrictive covenants for the Key Employees of Seller as set forth herein to protect Buyer's rights under the Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement by Irrer is a condition precedent to Buyer's obligation to close the transaction contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement and the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Covenants of Irrer. Irrer acknowledges and recognizes the highly competitive nature of the Business and the operations of Seller being acquired by Buyer pursuant to the Purchase Agreement and acknowledges the necessity of preserving for Buyer the proprietary rights and going business value of the Business and Seller's operations, and agrees that he shall not, directly or indirectly, for a three-year period commencing on the date hereof:

(a) own, manage, operate, control or participate in the ownership, management, operation or control of, or have any interest, financial or otherwise, in or act as an officer, director, manager, partner, principal, employee, agent, representative, consultant or independent contractor of, or in any way assist in, or assist any individual or entity in the conduct of, any business located in or doing business in the Territory which is engaged in any business competitive to the Business now or at any time during the period hereof engaged in by Buyer or any subsidiary, parent or affiliate of Buyer, including, but not limited to, any business which is engaged in the wholesale distribution of digital printers, sign supplies, equipment and related products and services;

¹ **Note:** Insert actual Closing Date under the Asset Purchase Agreement.

² **Note:** Insert Asset Purchase Agreement date.

(b) solicit, divert or attempt to solicit or divert (i) customers or accounts of Buyer or (ii) customers or accounts of Seller acquired by Buyer in the Acquisition pursuant to the Purchase Agreement;

(c) solicit or accept orders from Seller's customers (including those customers whose accounts are being purchased pursuant to the Acquisition);

(d) cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, or franchisor or other business relation of Buyer or Seller to cease doing business with Buyer, to deal with any competitor of Buyer or in any way interfere with its relationship with Buyer; or

(e) entice or induce or in any manner influence any person who is or becomes an employee or consultant of Buyer or any subsidiary, parent or affiliate of Buyer (including any person who becomes a Hired Employee), to leave such employment.

Notwithstanding the foregoing, Irrer may (i) continue to maintain an ownership interest in Rock Hill Distribution, LLC; provided, however, that Rock Hill Distribution, LLC only engages in the wholesale distribution of sign equipment and consumables to other distribution companies, and (ii) own not more than 5% of the stock of any corporation which is listed upon a national stock exchange or actively traded in the over-the-counter market.

2. Reasonableness of Covenants. It is expressly understood and agreed that, although each party considers the restrictions contained in Section 1 of this Agreement to be reasonable for the purposes set forth herein, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in Section 1 of this Agreement is an unreasonable or otherwise unenforceable restriction, neither this Agreement nor the provisions of such Section shall be rendered void, but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable or, if such court does not so determine or indicate, to the maximum extent which any pertinent statute or judicial decision may indicate to be a reasonable restriction under the circumstances involved.

3. Equitable Remedies. Irrer acknowledges and agrees that the Buyer's remedy at law for a breach or threatened breach of any of the provisions of Section 1 of this Agreement would be inadequate. In the event of any such breach or threatened breach by Irrer, Irrer agrees that, in addition to Buyer's remedy at law, Buyer shall be entitled to equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. Nothing herein contained shall be construed as prohibiting Buyer from pursuing any other remedies available to it for such breach or threatened breach.

4. General Provisions.

(a) Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

(b) Waiver. Buyer may, in writing: (a) extend the time for the performance of any of the obligations or other actions of Irrer under this Agreement; (b) waive compliance by Irrer with any of the conditions or covenants of Irrer contained in this Agreement; or (c) waive or modify performance of any of the obligations of Irrer under this Agreement; provided, however, that no such waivers or failure to insist upon strict compliance with such obligations, covenants, agreements or conditions shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

(c) Assignment. Neither this Agreement nor any of the rights or duties of any party hereto may be transferred or assigned to any person except by a written agreement executed by all of the parties hereto.

(d) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced under applicable law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein are not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

(e) Incorporation of Recitals; Capitalized Terms. The recitals are incorporated herein by this reference as if more fully set forth herein. Capitalized terms in this Agreement that are not defined herein shall have the meanings set forth in the Purchase Agreement.

(f) Execution in Multiple Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. A signature of a party to this Agreement sent by facsimile or other electronic transmission will be deemed to constitute an original and fully effective signature of such party.

(g) Notices. Any notice, request, consent or communication under this Agreement shall be effective only if it is in writing and personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service, with delivery confirmed or by facsimile or e-mail with receipt confirmed, addressed as follows:

If to Irrer:

Daniel Irrer

Fax No.: _____

Email: _____

With a copy to:

Jeffrey J. Van Winkle

Clark Hill PLC

130 East Randolph Street, Suite 3900

Chicago, IL 60601

Fax No.: (616) 608-1173

Email: jvanwinkle@clarkhill.com

If to Buyer:

Robert A. Hummert
Grimco, Inc.
1585 Fencorp Drive
Fenton, Missouri 63026
Fax No.: (636) 305-7399
Email: bhummert@grimco.com

With a copy to:

Howard H. Kaplan
Stinson Leonard Street LLP
7700 Forsyth Blvd., Suite 1100
St. Louis, Missouri 63105
Fax No.: (314) 259-3928
Email: howard.kaplan@stinson.com

or such other persons and/or addresses as shall be furnished in writing by any party to the other parties, and shall be deemed to have been given as of the date when so personally delivered, three (3) days after when so deposited with the United States mail properly addressed, upon receipt when delivered by a nationally recognized overnight delivery service or when receipt of a facsimile or e-mail transmission is confirmed, as the case may be, unless the sending party has actual knowledge that such notice was not received by the intended recipient.

(h) Governing Law; Jurisdiction. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Michigan applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance, without regard to conflicts of law principles. In any proceeding between the parties arising out of or relating to this Agreement, including any action seeking equitable relief, the parties irrevocably and unconditionally consent to the exclusive jurisdiction and venue of the state and federal courts located in Kent County, Michigan.

(i) Modification. This Agreement may not be amended or modified except by a writing signed by an authorized representative of the party against whom enforcement of the change is sought.

(j) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(k) Parties in Interest. This Agreement is binding upon and is for the benefit of the parties hereto and their respective successors and assigns. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies or obligations or liabilities under or by reason of this Agreement.

[signature page follows]

FINAL

IN WITNESS WHEREOF, the parties hereto have duly executed or caused to be duly executed this Agreement as of the day and year first above written.

GRIMCO, INC.

By: _____
Robert A. Hummert
Chief Executive Officer

Daniel Irrer

[Signature Page to Non-Competition Agreement]

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Time: 11:41:16 AM

deemed to have waived its rights under Section 8.2(d) hereof unless and until Buyer provides written waivers thereof.

ARTICLE III CLOSING

Section 3.1 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place virtually by the electronic exchange of documents and signature pages at 10:00 a.m., Central Daylight Savings Time, (i) on September 29, 2017, provided that all of the conditions to Closing set forth in Article VIII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date, but subject to the satisfaction or waiver of those conditions at such time) on such date, or (ii) if later, on the second Business Day after which the conditions to Closing set forth in Article VIII are either satisfied or waived (other than conditions which by their nature, are to be satisfied on the Closing Date, but subject to the satisfaction or waiver of those conditions at such time), or (iii) at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing actually occurs is herein referred to as the "Closing Date".

Section 3.2 Transfer of Assets. Subject to the satisfaction or waiver of all conditions set forth in Article VIII, at the Closing, but effective as of 11:59 pm CST on the Closing Date:

(a) Seller shall sell, transfer, assign, grant, bargain, deliver and convey to Buyer, and Buyer shall purchase and assume in each case, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest in and to the Purchased Assets.

(b) Buyer shall assume and agree to pay, discharge and perform the Assumed Liabilities.

Section 3.3 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in the form of Exhibit A hereto (the "Bill of Sale") and duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;


(ii) an assignment and assumption agreement in the form of Exhibit B hereto (the "Assignment and Assumption Agreement") and duly executed by Seller, effecting the assignment of any Purchased Assets to Buyer and the assignment and assumption by Buyer of the Assumed Liabilities;

(iii) an assignment in the form of Exhibit C hereto (the "Intellectual Property Assignment") and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Intellectual Property Assets to Buyer;

(iv) the Seller Closing Certificate;

Schedule 4.11(a)
Intellectual Property Registrations

Trademarks and Service Marks

	Mark	Application No.	Registration No.	Status	Owner
1.	APEX	76/570,748	2,990,148	Renewal due by August 30, 2025	Advantage Sign Supply, Inc.
2.		86/038,227	4,664,516	Renewal due by December 30, 2020	Advantage Sign Supply, Inc.
3.	PARSBEE	86/936,960	Pending	Statement of Use filed August 25, 2017	PARSBEE, LLC

* The PARSBEE mark application is pending. The Statement of Use was filed August 25, 2017. The Statement of Use will be examined by a Trademark Examining Attorney, in approximately six to eight weeks from filing of the Statement of Use. If it is accepted, a Certificate of Registration will likely issue soon thereafter.

Domain Name

	Active Domain Names	Expiration Date	Account Holder
1.	http://www.advantagesgs.com/		
2.	http://www.parsbee.com/		

* Seller owns various other domain names that are not active. The inactive domain names were bought by Seller to protect Seller from other parties creating customer confusion when using similar domain names.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Intellectual Property Assignment") is made and entered into on the 29th day of September, 2017 by and between Advantage Sign Supply, Inc., a Michigan corporation ("Assignor"), and Grimco, Inc., a Missouri corporation ("Assignee").

WHEREAS, Assignor, Assignee, GVD MLM, Inc., a Michigan corporation and parent corporation of Assignor, and Gary Van Dyke and Gail Van Dyke, the stockholders of Parent, are parties to that certain Asset Purchase Agreement dated September 15, 2017 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee and Assignee has agreed to purchase, among other things, Assignor's entire right, title and interest in and to the Intellectual Property Assets as more fully described in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, grants, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Intellectual Property Assets, together with any applications and/or registrations thereof and the goodwill of the business symbolized thereby, including all common law rights and all claims for damages by reason of past and future infringements of any such Intellectual Property Assets, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to all such Intellectual Property Assets as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer and delivery in this Intellectual Property Assignment not been made.

2. Domain Name Transfer. In order to establish the Assignee's ownership of the domain name "www.advantagesgs.com" and the other domain names listed on Schedule 4.11(a) to the Purchase Agreement (collectively, the "Domain Names"), Assignor shall transfer the Domain Names electronically to Assignee. Within fifteen (15) business days after the Closing Date, Assignor shall execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee, including but not limited to, unlocking the Domain Names at the current registrar, providing necessary authentication codes to Assignee, establishing new domain name accounts in the name of Assignee and responding to any oral or written communications from the current registrar or the new registrar confirming and approving the transfer of the Domain Names to Assignee. The Domain Names will be deemed transferred when: (a) the domain name registrar for the Domain Names has confirmed the transfer in accordance with its procedures therefor; (b) the applicable WHOIS database identifies Assignee as the registrant of the Domain Names; and (c) Assignee has administrative and technical access to the Domain Names, and sole

control over where the Domain Name points. Until the transfer process is deemed complete (as set forth above), Assignor shall take such other reasonable actions, at Assignee's request and at the Assignor's expense, as Assignee may deem reasonably necessary or desirable in order to more effectively transfer, convey and assign to Assignee, and to confirm the Assignee's title to, the Domain Names, and to assist the Assignee in exercising all rights with respect thereto.

3. Further Action. Assignor shall, (a) execute and deliver, at the reasonable request of Assignee, any documents, papers, forms, instruments, authorizations and assignments prepared by Assignee that are reasonably necessary or desirable for securing, completing or vesting in Assignee all right, title and interest of Assignor in, to and under the Intellectual Property Assets, (b) provide, at the reasonable request of Assignee, evidence to support such assignment in the event such evidence is reasonably necessary and not otherwise available to Assignee, (c) take such other actions as Assignee may reasonably deem necessary or desirable in order to transfer, convey, and assign to Assignee, and to perfect, preserve, protect and confirm the Assignee's title to, such Intellectual Property Assets, provided that Assignee shall reimburse Assignor for its reasonable out-of-pocket expenses incurred in connection therewith, (d) reasonably cooperate with Assignee in connection with the filing, prosecution, maintenance and defense of the Intellectual Property Assets, and (e) deliver to Assignee all files and documentation that relate to the Intellectual Property Assets.

4. Capitalized Terms. Unless otherwise indicated, capitalized terms used but not defined in this Intellectual Property Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

5. Other Agreements. This Intellectual Property Assignment shall be subject to the terms and conditions of the Purchase Agreement, and shall in no way alter the provisions of the Purchase Agreement, or the rights and responsibilities of the parties thereto. The Purchase Agreement shall govern and control in the event of any conflict or inconsistency between this Intellectual Property Assignment and the Purchase Agreement.

6. Headings. The headings contained in this Intellectual Property Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Intellectual Property Assignment.

7. Governing Law; Jurisdiction. This Intellectual Property Assignment shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles. In any proceeding between the parties arising out of or relating to this Intellectual Property Assignment, including any action seeking equitable relief, the parties irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts located in the State of formation of the party against whom the suit, action or proceeding is brought.

8. Counterparts. This Intellectual Property Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any signature to this Intellectual Property Assignment sent by facsimile or other electronic transmission will be deemed to constitute an original and fully effective signature of such party.

9. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

10. Modification. This Intellectual Property Assignment may not be amended or modified except by a writing signed by an authorized representative of the party against whom enforcement of the change is sought.

11. Effective Date. This Intellectual Property Assignment shall be effective as of 11:59 PM CST on the Closing Date.


12. Entire Agreement. The recitals to this Intellectual Property Assignment are by this reference incorporated herein. Except with respect to the Purchase Agreement and as qualified by Section 5 hereof, this Intellectual Property Assignment supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

13. Miscellaneous. Nothing in this Intellectual Property Assignment, express or implied, is intended or shall be construed to (a) expand, defeat, impair or limit in any way the rights, obligations, claims or remedies as set forth in the Purchase Agreement, or (b) confer upon, or give to, any person, corporation or other entity, other than the parties to this Intellectual Property Assignment, any rights, remedies, obligations or liabilities.

[signature page follows]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed by the parties hereto on the day and year first above written.

ADVANTAGE SIGN SUPPLY, INC.

By: 
Name: Steve Kloosterman
Title: President

GRIMCO, INC.

By: _____
Robert A. Hummert, Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

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IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed by the parties hereto on the day and year first above written.

ADVANTAGE SIGN SUPPLY, INC.

By: _____

Name: Steve Kloosterman

Title: President

GRIMCO, INC.

By:  _____

Robert A. Hummert, Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]