

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4834919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PINNACLE MANUFACTURING, LLC	02/07/2018
PINNACLE RENTAL & SUPPLY, LLC	02/07/2018
RECEIVING PARTY DATA	
Name:	REGIONS BANK
Street Address:	200 W. CLINTON AVENUE
City:	HUNTSVILLE
State/Country:	ALABAMA
Postal Code:	35801
Name:	REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC
Street Address:	1900 5TH AVENUE NORTH
Internal Address:	SUITE 2400
City:	BIRMINGHAM
State/Country:	ALABAMA
Postal Code:	35203
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8261930
CORRESPONDENCE DATA	
Fax Number:	(256)512-0119
<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:	256 551 0171
Email:	ipdocket@maynardcooper.com
Correspondent Name:	SHANA EAST
Address Line 1:	655 GALLATIN STREET, SW
Address Line 4:	HUNTSVILLE, ALABAMA 35801
ATTORNEY DOCKET NUMBER:	12015-0073
NAME OF SUBMITTER:	RYAN J. LETSON
SIGNATURE:	/ryanjletson/

source=Fully Executed Credit and Security Agreement#page47.tif
source=Fully Executed Credit and Security Agreement#page48.tif
source=Fully Executed Credit and Security Agreement#page49.tif
source=Fully Executed Credit and Security Agreement#page50.tif
source=Fully Executed Credit and Security Agreement#page51.tif
source=Fully Executed Credit and Security Agreement#page52.tif

CREDIT AND SECURITY AGREEMENT

By and Between

**REGIONS BANK,
REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC**

and

**PINNACLE MANUFACTURING, LLC, and
PINNACLE RENTAL & SUPPLY, LLC**

February ____, 2018

TABLE OF CONTENTS

Article 1 Definitions and Other Provisions of General Application.....	1
Article 2 Revolving Line	9
Section 2.1 Revolving Line.....	9
Section 2.2 Intentionally deleted.....	9
Section 2.3 Borrower's Loan Account.....	9
Section 2.4 Exceeding the Maximum Loan Amount.....	10
Section 2.5 Discretionary Advances.....	10
Article 3 Payments	10
Section 3.1 Place and Time of Payments.....	10
Section 3.2 Auto Debit Provision.....	11
Article 4 Borrower's Representations and Warranties.....	11
Section 4.1 Organization, Licenses, Qualifications, Etc.....	11
Section 4.2 Power and Authority; Enforceability.....	11
Section 4.3 Liens.	12
Section 4.4 Payment of Taxes, Charges, Etc.....	12
Section 4.5 Intentionally deleted.....	12
Section 4.6	12
Section 4.7 Additional Representations Regarding Accounts.....	12
Section 4.8 Additional Representations Regarding Instruments, Chattel Paper, Etc. ...	12
Section 4.9 Location of Collateral.....	13
Section 4.10 Location of Records.....	13
Section 4.11 Additional Representations Regarding Financial Statements.....	13
Section 4.12 Possession of and Insurance on Equipment.....	13
Section 4.13 Borrower's Names and Offices.....	13

Section 4.14 Additional Representations Regarding Absence of Defaults Under Other Agreements. 13

Section 4.15 Reserved.....13

Section 4.16 Taxes, Charges and Expenses Incurred with Respect to Revolving Line. Borrower will pay any and all taxes (with the exception of taxes measured by income, franchise taxes and bank profit taxes), charges and expenses of every kind or description paid or incurred by Bank under or with respect to the Revolving Line, the Term Loan, the Loan Documents, any advances hereunder or any Collateral therefor or the collection of or realization upon the same after written demand from Bank. Borrower hereby authorizes Bank to debit such and all other taxes, charges and expenses provided for in this Agreement (including, without limitation, those taxes, charges and expenses for which Borrower is liable under Section 15) to Borrower’s Loan Account within ten (10) days after providing a written invoice to Borrower.....14

Section 4.17 Patents, Copyrights, Trademarks and Licenses.14

Section 4.18 Judgments/Actions.....14

Section 4.19 Margin Stock.....14

Section 4.20 Solvency.....14

Section 4.21 Patriot Compliance.....15

Section 4.22 Non-Prohibited Persons.15

Section 4.23 No Untrue Statements or Omissions.....15

Section 4.24 No representation or warranty made by any Borrower in this Agreement, or in any written statement, report or certificate furnished in connection therewith, taken as a whole, contains any untrue statement of a material fact, or omits to state any material fact necessary to make the statements herein or therein not materially misleading; provided that, with respect to projected financial information, Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time in light of conditions and facts then known; it being understood that (i) actual results may vary from such projections and that such variance may be material and (ii) no representation is made with respect to information of an industry specific or general economic nature. There is no fact known to Borrower or which reasonably should be known to Borrower which such Borrower has not disclosed to Bank in writing with respect to the transactions contemplated by this Agreement which could reasonably be expected to have a material adverse effect.15

Section 4.25 Hazardous Substances.....15

Article 5 Inspection of Records16

Article 6 Security Interest of Bank in Collateral16

Section 6.1 Collateral.....16

Section 6.2 Security Interest in Collateral Created/Acquired Hereafter.....17

Section 6.3 Further Assurances.....17

Section 6.4 Additional Further Assurances.17

Article 7 Collection of Accounts Receivable.....18

Section 7.1 Collection and Application of Proceeds; Notifying Account Debtors.....18

Section 7.2 Collection of Accounts.18

Article 8 Affirmative Covenants.....19

Section 8.1 Financial Statements.19

Section 8.2 Reporting Requirements Regarding Collateral.....19

Section 8.3 Insurance.20

Section 8.4 Compliance with Laws.21

Section 8.5 Tangible Net Worth.21

Section 8.6 Fixed Charge Coverage Ratio.....21

Section 8.7 System for Award Management Registration.....21

Section 8.8 Electronic Funds Transfer Deposits.....21

Section 8.9 Reserved.....21

Section 8.10 Notification of Defaults, Suits, Etc.21

Section 8.11 Promptly after the same shall have become known to a responsible officer of the Borrower, Borrower shall notify Bank in writing of (i) any Default or Event of Default under any of the Loan Documents, (ii) any material change in Borrower’s financial condition, and/or (iii) any action, suit or proceeding at law or in equity or by or before any Governmental Authority which, if adversely determined, might materially impair the ability of Borrower to perform its obligations under the Loan Documents, materially impair the ability of Borrower to carry on its business substantially as now conducted, or which might materially affect the business, operations, properties, assets or financial condition of Borrower.....21

Section 8.12 Change of Ownership.22

Section 8.13 Deposit Account.....22

Section 8.14 Assignment of Government Accounts.....22

Section 8.15 Leases. Borrower shall comply in all material respects with all leases to which Borrower is a party, including without limitation, that certain Lease Agreement dated March 9, 2012, with BVJJ Holdings, LLC (the “Lease”) for Borrower’s headquarters in Boaz, Alabama. Borrower shall not terminate, surrender or materially modify the Lease or cause or consent to the termination or material modification of the Lease, other than modifications to extend the term thereof, without Bank’s prior written consent. Borrower shall cause any lessor of real property where any Collateral in excess of \$50,000 is located to subordinate its interest therein to the Lien of Bank.22

Section 8.16 Certificates of Title. In the event title to any of the Collateral is evidenced by a certificate of title and has a value in excess of \$20,000 individually, or in the aggregate with other items of Collateral that are also subject to a certificate of title, at Bank’s request, Borrower shall deliver such title to RCEF and do or cause to be done all things reasonably requested by RCEF to properly perfect Bank’s security interest therein.22

Article 9 Negative Covenants22

Section 9.1 Liens. 23

Section 9.2 Borrowings; Permitted Indebtedness.23

Section 9.3 Dividends; Distributions.23

Section 9.4 Capital Expenditures.23

Section 9.5 Acquiring Assets, Etc. of Other Entities.23

Section 9.6 Dissolution, Mergers, Change in Nature.....23

Section 9.7 Loans to Third Parties.....24

Section 9.8 Subordinated Debt. Except as otherwise provided herein, Borrower shall not make any payments on Debt which is subordinated to the Liabilities without the prior written consent of Bank.24

Section 9.9 Restrictions on Transfer of Collateral.24

Section 9.10 Guaranties.24

Borrower shall not guarantee, endorse, become surety for or otherwise in any way become or be responsible for the indebtedness, liabilities or obligations of any other person, whether by agreement to purchase the indebtedness or obligations of any other person, or agreement for the furnishing of funds to any other person (directly or indirectly, through the purchase of goods, supplies or services or by way of stock

purchase, capital contribution, working capital maintenance agreement, advance or loan) or for the purpose of paying or discharging the indebtedness or obligations of any other person, or otherwise, except for the endorsement of negotiable instruments in the ordinary course of business for collection, and except for indebtedness of Borrower, or any of Borrower's Affiliates, in favor of Bank.....24

Section 9.11 Take or Pay Contracts. Borrower shall not enter into or be a party to any contract for the purchase of merchandise, materials, supplies or other property if such contract provides that payment for such merchandise, materials, supplies or other property shall be made regardless of whether delivery of such merchandise, materials, supplies or other property is ever made or tendered.24

Section 9.12 Sale-Leaseback. Borrower shall not enter into any arrangement, directly or indirectly, with any person whereby it sells or transfers any property, real, personal or mixed, and used or useful in its business, whether now owned or hereafter acquired, and thereafter rents or leases such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred.....24

Section 9.13 Investments. Borrower shall not purchase or hold beneficially any stock, other securities or evidences of Debt of, make or permit to exist any loans or advances to, or make any investment or acquire any interest whatsoever in, any other person other than as permitted by Section 9.7; provided, however, that it may invest in (1) direct obligations of, or obligations unconditionally guaranteed by, the United States of America or any agency thereof maturing in less than one year from the date of purchase; (2) commercial paper issued by any person organized and doing business under the laws of the United States of America or any state thereof rated in the highest category by Moody's Investors Services, Inc. or by Standard & Poor's Corporation and maturing in less than one year from the date of purchase; (3) certificates of deposit maturing within one year of the date of acquisition thereof issued by any commercial bank, organized and doing business under the laws of the United States of America or any state thereof whose deposits are insured by the Federal Deposit Insurance Corporation, if the face amount of said certificate of deposit, when added to all other deposits of Borrower at such commercial bank, does not exceed the then-applicable limitation on the amount of federally insured deposits.25

Section 9.14 Foreign Corrupt Practices Act. Borrower shall not use any part of any proceeds from the Loan or advances evidenced by or referenced in the Loan Documents, or any other amounts or sums derived from any property which secures repayment of the Loan, including, without limitation, any Accounts, payment intangibles, money, rents, issues or profits, will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.25

Article 10 Conditions Precedent.....25

Article 11 Events of Default; Acceleration.....27

Article 12 Power to Sell or Collect Collateral29

Article 13 Set Off 30

Article 14 Waivers 30

Article 15 Expenses; Proceeds of Collateral.....31

Article 16 Duration; Extension32

Article 17 General 32

Article 18 WAIVER OF JURY TRIAL.....33

Article 19 MISCELLANEOUS34

Article 20 COMPLIANCE WITH LAWS.....35

Article 21 COUNTERPART SIGNATURES36

EXHIBIT A 1

Exhibit A – Financial Statement Certificate

Exhibit B- Schedule of Equipment and Furnishings

CREDIT AND SECURITY AGREEMENT

This **CREDIT AND SECURITY AGREEMENT** (as may be amended from time to time, this "Agreement") is executed and delivered this ____ day of February, 2018 (the "Effective Date"), by and between **PINNACLE MANUFACTURING, LLC**, an Alabama limited liability company, f/k/a Pinnacle Manufacturing Merger Sub, LLC, and **PINNACLE RENTAL & SUPPLY, LLC**, an Alabama limited liability company (collectively, "Borrower"), with its chief executive office and its principal place of business at 512 West Henderson Road, Boaz, Alabama, **REGIONS BANK**, an Alabama banking corporation ("Regions"), with its principal place of business at 200 W. Clinton Avenue, Huntsville, Alabama 35801, and **REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC**, an Alabama limited liability company ("RCEF"; together with Regions, "Bank") with its principal place of business at 1900 5th Avenue N., Suite 2400, Birmingham, Alabama 35203.

Recitals

A. Borrower has applied to Regions for a revolving line of credit not to exceed the aggregate principal amount of **THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)** (as may be amended, the "Revolving Line") to be evidenced by a Revolving Promissory Note of even date herewith (as may be amended, the "Revolving Note") in such amount and to be secured by a security interest in all of the Collateral (as defined herein) on the terms hereinafter set forth.

B. Borrower has further applied to RCEF for a term loan in the amount of **FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)** (as may be amended, the "Term Loan") to be evidenced by a Promissory Note of even date herewith (as may be amended, the "Term Note") in such amount and to be secured by a security interest in all of the Collateral (as defined herein) on the terms hereinafter set forth.

C. Bank is willing to extend the credit to Borrower for the Revolving Line and the Term Loan up to an aggregate principal amount not in excess of the amounts set forth above based upon the security of the Collateral on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, Borrower and Bank in consideration of the premises, the credit to be extended hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, agree as follows:

Article 1 DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

"Account" and "Account Receivable" shall mean and include all accounts, accounts receivable, notes, notes receivable, contracts, contract rights, retail installment sales contracts, drafts, documents, title retention and lien instruments, security agreements, acceptances, instruments, conditional sales contracts, chattel mortgages, chattel paper, general intangibles, and other forms of obligation and rights to payment and receivables whether or not yet earned by performance, including, without limitation, state and federal tax refunds.

"Account Debtor" shall mean the party who is obligated on or under any Account Receivable.

"Affiliate" of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Bank" shall mean Regions and RCEF, collectively, unless the context requires otherwise. Any rights granted to Bank hereunder may be exercised by Regions or RCEF, or both of them. Any payment obligations to Bank hereunder, unless otherwise specified, shall be paid to Regions. Where Bank's consent is required hereunder, consent may be provided by either Regions or RCEF.

"Borrower" shall mean Pinnacle Manufacturing and Pinnacle Rental, collectively, unless the context requires otherwise.

"Borrower's Deposit Account" shall mean Borrower's account held by Bank for the purpose of Bank receiving direct deposits on Accounts.

"Borrower's Loan Account" shall mean Borrower's account on the books of Regions in which Regions will record loans and other advances made by Regions to or on behalf of Borrower in connection with the Revolving Line, and payments received on such loans and advances and other appropriate debits and credits as provided by this Agreement or any of the other Loan Documents.

"Business Day" means any day, excluding Saturday and Sunday, on which Regions' main office in Huntsville, Alabama, is open to the public for carrying on substantially all of its banking business.

"Cash Management Liabilities" means all liabilities, indebtedness and obligations of Borrower with respect to Cash Management Products and Services.

"Cash Management Products and Services" shall mean agreements or other arrangements under which Bank or its affiliates provides any of the following products or services to Borrower: (a) credit cards; (b) credit card processing services; (c) debit cards and stored value cards; (d) commercial cards; (e) ACH transactions; and (f) cash management and treasury management services and products, including without limitation controlled disbursement accounts or services, lockboxes, automated clearinghouse transactions, overdrafts, interstate depository network services. The Cash Management Liabilities shall be "Liabilities" hereunder.

"Capital Expenditures" means any expenditure for fixed assets or that is properly chargeable to capital account in accordance with generally accepted accounting principles.

"Collateral" shall mean any and all property in which Regions or RCEF acquired, now has, by this Agreement or any of the other Loan Documents (as defined herein) acquires, or

{H0376085.6}

hereafter acquires a security interest or other rights or interests as security for the Liabilities (as defined herein), other than, in each case, Excluded Collateral.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Contracts” means all leases, licenses, requisitions, purchase orders, documents, instruments, letters of credit and chattel paper (tangible or electronic) of Borrower, including any of the same that secure any Accounts or in connection with which Accounts exist or may be created.

“Debt” of any person means (without duplication) (a) all indebtedness, whether or not represented by bonds, debentures, notes or other securities, for the repayment of borrowed money, (b) all deferred indebtedness for the payment of the purchase price of property or assets purchased (excluding trade accounts payable in the ordinary course of business), (c) all capitalized lease obligations (excluding operating leases), (d) all indebtedness secured by a Lien on any property of such person, whether or not indebtedness secured thereby has been assumed, (e) all obligations with respect to any conditional sale contract or title retention agreement, (f) all indebtedness and obligations arising under acceptance facilities or in connection with surety or similar bonds, (g) the outstanding amount of all letters of credit issued for the account of such person, and (h) all obligations with respect to interest rate swap agreements.

“Default” means any event that, if it continues uncured, will, with the lapse of time or the giving of notice or both, constitute an Event of Default.

“Default Rate” shall have the meaning set forth in the Revolving Note and the Term Note, provided that if there is a conflict between the definitions, the greater rate shall apply.

“Earnings Before Depreciation and Rent” shall mean Borrower’s Net Operating Profit plus depreciation/amortization expense, plus rent expenses relating to real property leases.

“Effective Date” shall have the meaning ascribed to such term in the preamble to this Agreement.

“Excluded Collateral” means (i) any “intent-to use trademarks” until such time as amendments to allege use or statements of use are filed; (ii) any goods subject to a purchase money security interest or equipment lease permitted under the Loan Documents for so long as and to the extent Borrower’s right, title or interest in such goods is subject to a contractual provision or other restriction on assignment such that the creation of a security interest hereunder in the right, title or interest of Borrower therein would be prohibited or would cause or result in a default thereunder, in each case after giving effect to the applicable anti-assignment provisions of the UCC and other applicable law; (iii) equity of a first-tier foreign subsidiary of Borrower other than up to 66% of such voting interests; (iv) any contract, lease, license or other agreement, including leases of licenses of computer hardware and software of intellectual property, which by its terms or applicable law prohibits the granting of a security interest therein or requires the consent of the other party thereto (except to the extent such prohibition is unenforceable pursuant to the provisions of Article 9A of the UCC); and (v) any account functioning solely as a payroll, payroll tax, employee benefit obligation, collecting, remitting and withholding tax or other

{H0376085.6}

fiduciary account or a zero balance account; provided, however, that Excluded Collateral shall only be excluded for so long as the circumstances in the foregoing clauses remains to be true or in effect; and provided further, that Excluded Collateral shall not include the Proceeds or receivables of such Excluded Collateral to the extent the assignment thereof is expressly deemed effective under the UCC or other applicable law.

“Excluded Swap Obligation” means, with respect to any Borrower or guarantor of any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Borrower or guarantor of, or the grant by such Borrower or guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Borrower or guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Borrower, guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

“Federal Assignment of Claims Act” means the Assignment of Claims Act, as amended (31 U.S.C. Sections 3727 et seq. and 41 U.S.C. Sections 15 et seq. (herein sometimes referred to as “FACA”)).

“Fiscal Year” shall mean the fiscal year of Borrower, as established from time to time by requisite corporate action.

“Fixed Charges” shall mean the sum of prior period current maturities of long term debt, plus Interest Expense, plus lease/rent expense, plus Non-Discretionary Dividends, plus Unfinanced MCAPEX.

“Government Account” or “Government Accounts Receivable” shall mean an Account or Account Receivables (as defined above) resulting from contracts and agreements with or for any Governmental Authority, directly or indirectly, including without limitation governmental entities or agencies of the United States of America or any political subdivision thereof.

“Governmental Authority” means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

“Government Contract” means a Contract (as defined above) with or for any Governmental Authority, directly or indirectly, including without limitation governmental entities or agencies of the United States of America or any political subdivision thereof.

“Governmental Requirements” means all laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices and demand letters of any Governmental Authority.

“Hazardous Substances” means all pollutants, effluents, contaminants, emissions, toxic or hazardous wastes and other substances, the removal of which is required or the manufacture, use,

{H0376085.6}

maintenance, handling, discharge or release of which is regulated, restricted, prohibited or penalized by any Governmental Requirement applicable to Borrower, or even if not so regulated, restricted, prohibited or penalized, might pose a hazard to the health and safety of the public or the occupants of the property on which it is located or the occupants of the property adjacent thereto, including (i) asbestos or asbestos-containing materials, (ii) urea formaldehyde foam insulation, (iii) polychlorinated biphenyls (PCBs), (iv) flammable explosives, (v) radon gas, (vi) laboratory wastes, (vii) experimental products, including genetically engineered microbes and other recombinant DNA products, (viii) petroleum, crude oil, natural gas, natural gas liquid, liquefied natural gas, other petroleum products and synthetic gas usable as fuel, (ix) radioactive materials and (x) any substance or mixture listed, defined or otherwise determined by any Governmental Authority with jurisdiction over Borrower to be hazardous, toxic or dangerous, or otherwise regulated, affected, controlled or giving rise to liability under any Governmental Requirement applicable to Borrower.

“Hedge Agreement” means any ISDA Master Agreement or other swap or derivatives contract between any Borrower and Regions, or any Affiliate thereof, whether now existing or hereafter entered into, which provides for an interest rate, currency, equity, credit, or commodity swap, cap, floor or collar spot or foreign currency exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or similar transactions, for the purpose of hedging Borrower’s exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices.

“Highest Lawful Rate” means the maximum non-usurious interest rate that at any time or from time to time may be contracted for, taken, reserved, charged, or received on amounts due to Bank, under laws applicable to Bank with regard to the Loan or this Agreement that are presently in effect or, to the extent allowed by law, under such applicable laws that allow a higher maximum non-usurious rate than applicable laws now allow.

“Incentive Unit” means a non-voting interest in the profits, losses and distributions of available cash in an entity.

“Interest Expense” means interest payable on Debt during the period in question.

“Inventory” shall mean all of Borrower’s inventory (as defined in the Uniform Commercial Code as enacted in the State of Alabama, or in any other jurisdiction) and all finished goods, other goods, merchandise and other personal property now owned or hereafter acquired by Borrower which are held for sale, lease, or rental or are furnished or to be furnished under a contract of service and all raw materials, work in process, component parts, materials or supplies used or to be used, or consumed or to be consumed, in Borrower’s business, and related products and all goods represented thereby, wherever located, and all such goods that may be reclaimed or repossessed from or returned by Borrower’s customers, and all shipping and packaging materials relating to any of the foregoing.

“Liabilities” shall mean any and all obligations, indebtedness and liabilities of Borrower to Bank or any affiliate of Bank, of every kind and description, whether direct or indirect, absolute or contingent, joint or several, due or to become due, liquidated or unliquidated, now existing or hereafter arising, and all extensions, modifications, renewals, and refinancings

{H0376085.6}

thereof, regardless of how such Liabilities arise or by what agreement or instrument (if any) they may be evidenced and include obligations to perform acts and refrain from taking actions as well as obligations to pay money. Without limiting the foregoing, Liabilities shall specifically include all liabilities and obligations of Borrower evidenced by or arising under or in connection with this Agreement, the Revolving Note, the Term Note or any related promissory notes, documents, instruments and agreements executed by Borrower in favor of Bank, Regions or RCEF, all as hereafter may be amended, renewed, substituted, replaced, modified and/or extended. Liabilities shall further specifically include any obligations of any Borrower under any Hedge Agreement; provided that in no event shall the Liabilities include any Excluded Swap Obligations.

“Lien” means any mortgage, pledge, assignment, charge, encumbrance, lien, security title, security interest or other preferential arrangement, provided that precautionary financing statements filed in connection with leased equipment which pertain solely to such leased equipment and do not grant or purport to grant a security interest in any property shall not constitute a Lien hereunder.

“Loan” shall mean the Revolving Line and the Term Loan, individually or collectively as the context may require.

“Loan Documents” shall mean and include the Term Note, the Revolving Note, this Agreement, UCC-1 financing statements, that certain Cross Default and Cross Collateralization Agreement between Bank and Borrower dated on or about the date hereof, and any other agreement, document or instrument now or hereafter evidencing, securing, guaranteeing or relating to the Revolving Line, the Term Loan or any of the other Liabilities of Borrower to Bank, as the same may be amended, renewed, substituted, or replaced from time to time, provided, however, that the Loan Documents shall specifically exclude any Hedge Agreement.

“Maximum Loan Amount” means \$3,000,000.00.

“Merger Agreement” means that certain Agreement and Plan of Merger dated as of the date hereof, among Pinnacle Manufacturing Parent, LLC, Pinnacle Manufacturing Holdings, LLC, Pinnacle Manufacturing Merger Sub, LLC, Satterfield Holdings, LLC, Pinnacle Manufacturing, LLC, Jason Satterfield, Joby Satterfield, Bobby Satterfield and Vickie Satterfield.

“Net Income” means net income (or the net deficit, if expenses and charges exceed revenues and other proper income credits) for the period being measured, as determined in accordance with generally accepted accounting principles consistently applied.

“Net Operating Profit” means net profit plus (or minus) extraordinary and discontinued expenses (or income) plus interest expense plus (or minus) non-cash expenses (or income) plus depreciation expense plus amortization expense plus management fees.

“Non-Discretionary Dividends” means the lesser of forty percent (40%) of Net Income or the tax liability of Pinnacle Manufacturing, LLC as estimated by Borrower’s outside accountant.

{H0376085.6}

“Permitted Contest” means any appropriate proceeding conducted in good faith by Borrower to contest any tax, assessment, charge, Lien or similar claim, during the pendency of which proceeding the enforcement of such tax, assessment, charge, Lien or claim is stayed; provided that Borrower has set aside on its books or, if required by Bank, deposited as cash collateral with Bank, adequate cash reserves to assure the payment of any such tax, assessment, charge, Lien or claim

“Permitted Liens” shall mean any of the following (but only to the extent the same do not or could not, in Bank’s reasonable opinion, jeopardize Bank’s rights or priority in or to any Collateral):

(1) deposits under workmen's compensation, unemployment insurance and Social Security laws, or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases or to secure statutory obligations or surety or appeal bonds, or to secure indemnity, performance or other similar bonds in the ordinary course of business;

(2) Liens imposed by law, such as carriers', warehousemen's or mechanics' liens, incurred in good faith in the ordinary course of business and that are not delinquent or that are subject to Permitted Contests, and any Lien arising out of a judgment or award that does not constitute an Event of Default;

(3) Liens in favor of Bank, including Liens relating to the Liabilities;

(4) Liens for taxes, assessments or other governmental charges or levies that are not yet due and payable or that are subject to Permitted Contests; and

(5) purchase money Liens on equipment (arising substantially contemporaneously with the purchase of such equipment) acquired in the ordinary course of business to secure the purchase price of such equipment or to secure indebtedness incurred solely for the purpose of financing the acquisition of such equipment, or any Lien existing on the equipment at the time of its acquisition, provided that (A) the indebtedness secured by such Lien does not exceed the purchase price or fair market value, whichever is less, of the equipment so acquired at the time of its acquisition, (B) the equipment is used or useful in the ordinary course of business of the acquiring person, and (C) the Lien does not cover any property other than the equipment so acquired.

“Pinnacle Manufacturing” shall mean Pinnacle Manufacturing, LLC, an Alabama limited liability company, f/k/a Pinnacle Manufacturing Merger Sub, LLC, which is the successor by merger to Pinnacle Manufacturing, LLC.

“Pinnacle Rental” shall mean Pinnacle Rental & Supply, LLC, an Alabama limited liability company.

“Proceeds” shall mean all cash proceeds, non-cash proceeds and all forms of payment and other property received or due from the sale, lease, rental, transfer, disposition, licensing, collection, use or exchange of property constituting Collateral hereunder and any and all claims against any third party for loss of or damage to any Collateral, including insurance, contract and

{H0376085.6}

tort claims, and further, without limiting the generality of the foregoing, Proceeds shall include all Accounts, checks, cash, money orders, drafts, chattel paper, general intangibles, instruments, notes and other documents evidencing payment and payment obligations for the sale, lease, rental, transfer, disposition, licensing, collection, use or exchange of Collateral.

“Regions” shall mean Regions Bank, an Alabama banking corporation.

“RCEF” shall mean Regions Commercial Equipment Finance, LLC, an Alabama limited liability company, and an Affiliate of Regions.

“Revolving Line” shall have the meaning ascribed to such term in Recital A of the preamble to this Agreement.

“Revolving Maturity Date” means the maturity date of the Revolving Note, as stated therein, which is initially February ____, 2020, as such date may be accelerated pursuant to the terms hereof or of the Revolving Note.

“Revolving Note” shall have the meaning ascribed to such term in Recital A of the preamble of this Agreement.

“Swap Obligation” means, with respect to Borrower, any guarantee obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Tangible Net Worth” means, when determined, (a) the aggregate amount at which all assets of Borrower would be shown on a balance sheet in accordance with generally accepted accounting principles, at such date after deducting capitalized research and development costs, capitalized interest, debt discount and expense, goodwill, patents, trademarks, copyrights, franchises, licenses and such other assets as are properly classified as “intangible assets”, less (b) Total Liabilities of Borrower.

“Term Loan” shall have the meaning ascribed to such term in Recital A of the preamble to this Agreement.

“Term Maturity Date” means the maturity date of the Term Note, as stated therein, which is initially February ____, 2025, as such date may be accelerated pursuant to the terms hereof or of the Term Note.

“Term Note” shall have the meaning ascribed to such term in Recital A of the preamble of this Agreement.

“Total Liabilities” means, when determined, for any person, all obligations required by generally acceptable accounting principles to be classified as liabilities upon the balance sheet of such person, including the aggregate amount of all Debt, liabilities (including tax and other proper accruals) and reserves of such person.

“Unfinanced MCAPEX” shall mean Borrower’s actual Capital Expenditures required to keep Borrower operating at its current level during the period being measured which are not

{H0376085.6}

funded by debt, or if none is specified, then a number equal to one-half of the annual depreciation amount claimed by Borrower in the prior period being measured.

“UCC” shall mean the Uniform Commercial Code as enacted in Alabama, as may be amended from time to time.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and except as otherwise expressly provided herein all computations shall be made, in accordance with Generally Accepted Accounting Principles applied on a consistent basis. All references herein to “generally accepted accounting principles” refer to such principles as they exist at the date of the application thereof.

Article 2 REVOLVING LINE

Section 2.1 Revolving Line. From the date hereof until the Maturity Date, subject to the terms and conditions of this Agreement and Borrower’s performance of and compliance with each of the Loan Documents, and so long as no Event of Default hereunder or under any of the other Loan Documents shall have occurred, be continuing or would result, Regions agrees to extend to Borrower an open-end credit line (also referred to as the Revolving Line), provided, however, that in no event shall the aggregate sum of all principal advances made by Regions to Borrower at any one time outstanding on the Revolving Line exceed the Maximum Loan Amount. Within such limits and subject to the terms of this Agreement, including the conditions set forth in Section 10.2 of this Agreement, Borrower may borrow, repay without penalty or premium, and re-borrow hereunder, from the date of this Agreement until the Revolving Maturity Date. It is expressly understood and agreed that Regions shall have no obligation to make an advance under the Revolving Line if the amount of such advance together with the amount outstanding under the Revolving Line exceeds or would exceed the Maximum Loan Amount.

If at any time Borrower is not entitled to any advances by the terms of this Agreement, Regions may, in its sole discretion, make requested advances; however, it is expressly acknowledged and agreed that, in such event, Regions shall have the right, in its sole discretion, to decline to make any requested advance and to require any payment required under the terms of this Agreement without prior notice to Borrower and the making of any such advances shall not be construed as a waiver of such right by Regions.

Section 2.2 Intentionally deleted.

Section 2.3 Borrower’s Loan Account. All borrowings/advances under the Revolving Line shall be evidenced by the Revolving Note and by entering such borrowings/advances as debits to Borrower’s Loan Account. Regions shall also record in Borrower’s Loan Account all other charges, expenses and items properly chargeable to Borrower hereunder, all payments made by Borrower on account of indebtedness under the Revolving Line and other appropriate debits and credits. The debit balance of Borrower’s Loan Account shall reflect the amount of Borrower’s indebtedness to Regions from time to time hereunder in connection with the Revolving Line.

{H0376085.6}

Section 2.4 Exceeding the Maximum Loan Amount. If at any time the outstanding balance of Borrower's Loan Account exceeds the Maximum Loan Amount, then Borrower shall not be entitled to any additional advances under the Revolving Line while such excess exists and shall immediately remit to Regions immediately available funds sufficient to eliminate such excess or, if Regions requests, deliver to Regions additional collateral of a value and character satisfactory to Regions.

Section 2.5 Discretionary Advances. In the event that the availability of the Revolving Line hereunder expires by the terms of this Agreement, the Revolving Note, or by the terms of any agreement extending the Revolving Maturity Date of the Revolving Line, Regions may, in its sole discretion, make requested advances; however, it is expressly acknowledged and agreed that, in such event, Regions shall have the right, in its sole discretion, to decline to make any requested advance and may require payment in full of Borrower's Loan Account at any time without prior notice to Borrower and the making of any such advances shall not be construed as a waiver of such right by Regions.

Nothing in this Section 2 shall be deemed to extend the availability of the Revolving Line beyond the time noted in Section 16 hereof.

Article 3 PAYMENTS

Section 3.1 Place and Time of Payments. Payments under this Agreement shall be made in accordance with this Agreement, the Revolving Note and the Term Note. All payments by Borrower to Regions under this Agreement and the other Loan Documents shall be made in lawful currency of the United States and in immediately available funds to Regions at its Main Office in Huntsville, Alabama at the hand delivery address set forth hereinabove or at such other address within the continental United States as shall be specified by Regions by notice to Borrower. All payments by Borrower to RCEF under this Agreement and the other Loan Documents shall be made in lawful currency of the United States and in immediately available funds to RCEF at its Main Office in Birmingham, Alabama at the hand delivery address set forth hereinabove or at such other address within the continental United States as shall be specified by RCEF by notice to Borrower. Any payment received by Bank after 2:00 p.m. (Central Standard Time) on a Business Day (or at any time on a day that is not a Business Day) shall be deemed made by Borrower and received by Bank on the following Business Day.

(a) All amounts payable by Borrower to Bank under this Agreement or any of the other Loan Documents for which a payment date is expressly set forth herein or therein shall be payable on the specified due date without notice or demand by Bank. All amounts payable by Borrower to Bank under this Agreement or the other Loan Documents for which no payment date is expressly set forth herein or therein shall be payable ten (10) days after receipt of an invoice in reasonable detail by Bank to Borrower. Bank may, at its option, send written notice or demand to Borrower of amounts payable on a specified due date pursuant to this Agreement or the other Loan Documents, but the failure to send such notice shall not affect or excuse Borrower's obligation to make payment of the amounts due on the specified due date.

{H0376085.6}

(b) Payments that are due on a day that is not a Business Day shall be payable on the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time at the specified rate.

(c) Except as otherwise required by law, payments received by Bank shall be applied first to interest, then to principal and finally to expenses, fees and charges.

Section 3.2 Auto Debit Provision. Borrower hereby authorizes Bank to initiate entries to its Revolving Line or checking or savings account held with Bank for the purpose of making the payments due hereunder, provided that Bank provides Borrower with prior written notice of each such entry. Borrower further authorizes Bank to withdraw these payments from said account or Revolving Line, provided that Bank gives Borrower prior written notice of each such withdrawal. Borrower acknowledges that this authorization may be revoked at any time by providing written notice thereof to Bank in such time and manner as to afford Bank a reasonable opportunity to act thereupon.

Article 4 **BORROWER'S REPRESENTATIONS AND WARRANTIES.**

To induce Bank to enter into this Agreement, Borrower represents, warrants and covenants as follows:

Section 4.1 Organization, Licenses, Qualifications, Etc. Each Borrower (a) is a duly organized limited liability company, validly existing, and in good standing under the laws of the State of Alabama; (b) has all necessary licenses and limited liability company power and authority to own its assets and conduct its business as now conducted or presently proposed to be conducted; (c) is duly qualified and in good standing (and will remain so qualified and in good standing) in every jurisdiction in which it is or shall be doing business or in which the failure to so qualify and remain in good standing would or could have a material adverse effect on its business or properties, the Collateral or Bank; and (d) has not done business under any other name, trade name or otherwise, within the five years immediately preceding the date hereof. Borrower represents and warrants that it has no foreign subsidiaries, and will not have any foreign subsidiaries while any Liabilities remain outstanding.

Section 4.2 Power and Authority; Enforceability. The execution, delivery, and performance hereof are within Borrower's limited liability company powers, have been duly and validly authorized and (i) will not violate the Borrower's certificate of formation or operating agreement, and (ii) will not violate any applicable law, indenture, other debt instrument, or agreement to which Borrower is a party or by which it or any of its properties is or may be bound. This Agreement, the Revolving Note, the Term Note and all other Loan Documents executed by Borrower have been validly executed and delivered by Borrower and constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws at the time in effect affecting the rights of creditors generally.

{H0376085.6}

Section 4.3 Liens. Except for the Permitted Liens and the security interests granted to Bank hereby or by any of the other Loan Documents in favor of Bank, Borrower is and, as to Accounts Receivable, Inventory and other Collateral arising or to be acquired after the date hereof, shall be the sole and exclusive owner of the Accounts, the Inventory, and each and every other item of Collateral free from any Lien, and Borrower shall use commercially reasonable efforts to defend the Accounts, the Inventory, and each and every other item of Collateral and all Proceeds and products thereof against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the interests of Bank.

Section 4.4 Payment of Taxes, Charges, Etc. Borrower will pay when due and payable all taxes or charges levied on or with respect to the Collateral or Borrower (subject to any Permitted Contest). Borrower agrees to take all commercially reasonable actions that Bank may request to establish and maintain a valid title and security interest in the Collateral, free and clear of all other Liens (other than the Permitted Liens), including, without limitation, the payment of any amounts, taxes, assessments, fees and/or charges necessary to perfect and note Bank's interest in the same. If such amounts, taxes, assessments, fees and/or charges remain unpaid after the date fixed for the payment of same (subject to any Permitted Contest) or if any Lien shall arise, or be claimed or asserted with respect to the Collateral, Bank may, upon prior notice to Borrower, pay such taxes, assessments, charges or claims, or take any and all other actions (including the payment of money) deemed reasonably necessary by Bank to remove any such Lien, and Borrower agrees that the amounts thereof, along with any amounts necessary to perfect and note Bank's interest in any Collateral, shall be charged to Borrower's Loan Account described herein and shall bear interest at the Default Rate.

Section 4.5 Intentionally deleted.

Section 4.6 Reserved.

Section 4.7 Additional Representations Regarding Accounts.

At the time any Account becomes Collateral, said Account shall be a good and valid Account representing a bona fide indebtedness incurred by the Account Debtor named therein, for merchandise held subject to delivery instructions or theretofore shipped or delivered pursuant to a contract of sale; or for services theretofore performed by Borrower with or for said Account Debtor; there shall be no set-offs, counterclaims, or disputes against any such Account other than in the ordinary course of business and Borrower shall not discount its Accounts Receivable other than in the ordinary course of business for Accounts. Notwithstanding the foregoing, in no event shall Borrower discount any Account which exceeds \$500,000 in value by more than ten percent (10%) without Bank's prior written consent, whether or not such discount is in the ordinary course of Borrower's business.

Section 4.8 Additional Representations Regarding Instruments, Chattel Paper, Etc. At the time Borrower pledges, sells, assigns or transfers to Bank any instrument, document of title, security, chattel paper or other property constituting Collateral, or any interest therein, Borrower shall be the lawful owner thereof and shall have good right to pledge, sell, assign or transfer the same; none of such property shall have been pledged, sold, assigned or transferred to any person other than Bank or in any way encumbered (except for the Permitted Liens), and

{H0376085.6}

Borrower shall use commercially reasonable efforts to defend the same against the lawful claims and demands of all persons other than Bank.

Section 4.9 Location of Collateral. All Inventory and other tangible Collateral are and shall continue to be kept at Borrower's principal places of business as noted in the preamble to this Agreement except for (i) Inventory sold in the ordinary course of business, (ii) Inventory in transit or at customer locations in the ordinary course of business, or (iii) Inventory delivered to customer locations on consignment or leased in the ordinary course of business.

Section 4.10 Location of Records. All records of Borrower pertaining to Accounts Receivable, general intangibles and contract rights are and shall continue to be kept at Borrower's principal places of business as noted in the preamble to this Agreement.

Section 4.11 Additional Representations Regarding Financial Statements. Subject to any limitations stated therein or in connection therewith, all balance sheets, earnings statements and other financial data which have been or may hereafter be furnished to Bank to induce it to enter into this Agreement, to extend credit from time to time hereunder, or otherwise furnished in connection herewith, fairly represent the financial condition of Borrower (or other persons or entities, as applicable) in all material respects as of the dates and results of operations for the periods for which the same are furnished in accordance with generally accepted accounting principles consistently applied; and all other written information furnished to Bank shall be true and accurate as of the relevant date in all material respects and complete insofar as completeness may be necessary to give Bank a true and accurate knowledge of the subject matter; provided that any projections are based upon good faith estimates and stated assumptions believed to be reasonable and fair as of the date made in light of conditions and facts then known and, as of such date, reflect good faith estimates of the information projected for the periods set forth therein; it being understood that (i) actual results may vary from such projections and that such variances may be material and (ii) no representation is made with respect to information of an industry specific or general economic nature.

Section 4.12 Possession of and Insurance on Equipment. With respect to any and all equipment which may now or hereafter constitute Collateral hereunder, Borrower shall maintain possession of same, keep the same in good repair (ordinary wear and tear and casualty excepted), and maintain insurance in accordance with Section 8.3 of this Agreement.

Section 4.13 Borrower's Names and Offices. Borrower's legal name and principal place of business are as set forth in the preamble to this Agreement, except as otherwise disclosed in writing to Bank. Borrower will promptly advise Bank in writing thirty (30) days prior to any change in Borrower's legal name, trade name or principal place of business.

Section 4.14 Additional Representations Regarding Absence of Defaults Under Other Agreements. Borrower is not in default under any agreement evidencing an obligation for the payment of money, performance of a service or delivery of goods, demand for performance under which, or acceleration of the maturity of which would render Borrower insolvent or unable to meet its other debts as they become due or conduct its business as usual.

Section 4.15 Reserved.

{H0376085.6}

Section 4.16 Taxes, Charges and Expenses Incurred with Respect to Revolving Line. Borrower will pay any and all taxes (with the exception of taxes measured by income, franchise taxes and bank profit taxes), charges and expenses of every kind or description paid or incurred by Bank under or with respect to the Revolving Line, the Term Loan, the Loan Documents, any advances hereunder or any Collateral therefor or the collection of or realization upon the same after written demand from Bank. Borrower hereby authorizes Bank to debit such and all other taxes, charges and expenses provided for in this Agreement (including, without limitation, those taxes, charges and expenses for which Borrower is liable under Section 15) to Borrower's Loan Account within ten (10) days after providing a written invoice to Borrower.

Section 4.17 Patents, Copyrights, Trademarks and Licenses. Except as set forth on Schedule 4.17, attached hereto, none of the Collateral is patented, copyrighted, copyrightable, licensed or trademarked by Borrower or incorporates or is subject, in whole or part, to any copyright, license, patent or trademark in favor of Borrower or any of its affiliates. Prior to the time any Collateral is copyrighted, licensed, patented or trademarked or incorporates or is subjected, in whole or in part, to any copyright, license, patent or trademark, Borrower shall notify Bank and shall take (or cause to be taken) all actions necessary to preserve the perfection and priority of Bank's security interest in such Collateral.

Section 4.18 Judgments/Actions. Except for those matters set forth on Schedule 4.18, attached hereto, there are no judgments, actions, suits, claims, material proceedings or investigations existing, or to Borrower's knowledge after due inquiry, threatened in writing, before any court, agency or tribunal, or Governmental Authority against Borrower or any guarantor which do or could materially affect the business, properties, financial condition, earnings, results of operations or earnings capacity of Borrower or any guarantor or which question the validity of the Revolving Line, the Term Loan, or any of the Loan Documents, or any action or instrument contemplated by any of them. As used herein, "Borrower's knowledge" shall refer to the knowledge of any chief executive officer or executive vice president of Borrower.

Section 4.19 Margin Stock. Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying "margin" stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 C.F.R. Part 221), as amended from time to time ("Regulation U"). No part of the proceeds of any advance under the Revolving Line or the Term Loan shall be used directly or indirectly for the purpose of purchasing, acquiring, carrying, financing or refinancing the purchase of any "margin stock" as defined in and contemplated by Regulation U or for any other purpose which would constitute "purpose credit" under Regulation U. Borrower is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 4.20 Solvency. On the Effective Date, and immediately prior to and after giving effect to the issuance of each borrowing hereunder, with respect to Borrowers on a consolidated basis, (a) the fair value of their assets is greater than the amount of their liabilities (including disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated, (b) the present fair saleable value of their assets is not less than the amount that will be required to pay the probable liability on their debts as they become absolute and matured, (c) they are able to realize upon their assets and pay their debts and other liabilities

{H0376085.6}

(including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business, (d) they do not intend to, and do not believe that they will, incur debts or liabilities beyond their ability to pay as such debts and liabilities mature, and (e) they are not engaged in business or a transaction, and are not about to engage in business or a transaction, for which their property would constitute unreasonably small capital, taking into account rights of contribution and subrogation under applicable law.

Section 4.21 Patriot Compliance. Borrower is and shall remain in compliance with the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation, regulations or executive orders relating thereto, and the Uniting and Strengthening America By Providing Appropriate Tools Required To Intercept and Obstruct Terrorism Act (USA Patriot Act of 2001), as amended, and any other enabling legislation, regulations or executive orders relating thereto.

Section 4.22 Non-Prohibited Persons. Borrower (i) is not a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of December 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) does not engage in any dealings or transactions prohibited by Section 2 of such executive order, or are not otherwise associated with any such person in any manner violative of Section 2, or (iii) is not a person on the list of Specially Designated Nationals and Blocked Persons and are not subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

Section 4.23 No Untrue Statements or Omissions. No representation or warranty made by any Borrower in this Agreement, or in any written statement, report or certificate furnished in connection therewith, taken as a whole, contains any untrue statement of a material fact, or omits to state any material fact necessary to make the statements herein or therein not materially misleading; provided that, with respect to projected financial information, Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time in light of conditions and facts then known; it being understood that (i) actual results may vary from such projections and that such variance may be material and (ii) no representation is made with respect to information of an industry specific or general economic nature. There is no fact known to Borrower or which reasonably should be known to Borrower which such Borrower has not disclosed to Bank in writing with respect to the transactions contemplated by this Agreement which could reasonably be expected to have a material adverse effect.

Section 4.24 Reserved.

Section 4.25 Hazardous Substances.

(a) Borrower has never caused or permitted any Hazardous Substance to be placed, held, located, released or disposed of on, under or at any real property legally or beneficially owned, leased or operated by it, and no such property has ever been used by it or, to the best of its knowledge, by any other person as a dump site or permanent or temporary storage site for any

{H0376085.6}

Hazardous Substance, except for Hazardous Substances, including cleaning solvents, pesticides and other materials placed, held, located, used, stored, released or disposed of, and managed or otherwise handled in the ordinary course of business in compliance in all material respects with all applicable Governmental Requirements.

(b) To the knowledge of Borrower (a) it has no liabilities with respect to Hazardous Substances and (b) no facts or circumstances exist that could give rise to liabilities with respect to Hazardous Substances, that would result or would reasonably be expected to result in a material adverse change in Borrower's business, operations, properties or condition, financial or otherwise.

Nothing in this Section 4 shall be deemed to extend the availability of the Revolving Line beyond the time noted in Section 16 hereof.

Article 5 INSPECTION OF RECORDS

Borrower shall from time to time at reasonable times during normal business hours and upon prior notice from Bank absent an Event of Default, allow Bank, by or through any of its officers, managers, agents, employees, attorneys or accountants to (i) examine, inspect and make extracts from Borrower's books and records; (ii) analyze Borrower's financial statements; (iii) after the occurrence and during the continuance of an Event of Default, arrange for verification of Borrower's Accounts Receivable and Inventory, under reasonable procedures, directly with Account Debtors or by other methods; and (iv) inspect, review and audit Borrower's Inventory and other Collateral; provided that, absent an Event of Default Borrower shall only be required to reimburse Bank or its designee for up to four such inspections per year.

Nothing in this Section 5 shall be deemed to extend the availability of the Revolving Line beyond the time noted in Section 16 hereof.

Article 6 SECURITY INTEREST OF BANK IN COLLATERAL

Section 6.1 Collateral. As security for the payment and performance of all Liabilities, Bank shall have and Borrower hereby grants to Bank, and to any Affiliate of Bank to whom Liabilities are owing, a continuing Lien on, security interest in and right of set-off against the following described property and rights:

All of Borrower's assets (in each case, other than Excluded Collateral), including, without limitation:

(a) Accounts and Accounts Receivable;

(b) Inventory, equipment, machinery and furnishings, whether now or hereafter owned, existing, created, arising or acquired, wheresoever the same may be located, including, without limitation, the property listed on attached Exhibit B;

{H0376085.6}

(c) Contract rights, documents, instruments, and general intangibles, whether now or hereafter owned, existing, created, arising or acquired;

(d) Goods, instruments, notes, notes receivable, documents, documents of title, warehouse receipts, bills of lading, certificates of title, policies and certificates of insurance, securities, investment property, chattel paper, deposits, cash and other property now or hereafter owned by Borrower or in which it now or hereafter has an interest, which are now or may hereafter be in the possession of or deposited with Bank, or which are otherwise assigned to Bank, or as to which Bank may now or hereafter control possession by documents of title or otherwise; and

(e) Substitutions, accessions, additions, parts, accessories, attachments, replacements, Proceeds and products of, for and to any and all of the foregoing, including, without limitation, insurance and tort proceeds, and any and all such substitutions, accessions, additions, parts, accessories, attachments, replacements, Proceeds and products in the form of any of the property described or referenced in (a) through (d) above, whether now or hereafter owned, existing, created, arising or acquired.

Section 6.2 Security Interest in Collateral Created/Acquired Hereafter. No submission by Borrower to Bank of any schedule or other particular identification of Collateral shall be necessary to vest in Bank a security interest in each and every item of Collateral now existing or hereafter created or acquired, but rather, such security interest shall vest in Bank immediately upon the creation or acquisition of any item of Collateral, without the necessity for any other or further action by Borrower or Bank; provided, however, that Borrower shall execute such other and additional documents, instruments and agreements as reasonably may be required by Bank to evidence the security interests contemplated hereby.

Section 6.3 Further Assurances. To the extent allowable under applicable law, the Uniform Commercial Code of Alabama shall govern the security interests provided for herein. In connection therewith, Borrower (at Borrower's expense) shall take such steps and execute, deliver and file (as applicable) (or cause the execution, delivery and filing (as applicable) of) such financing statements, continuation statements, agreements (including, without limitation, security agreements and landlord, creditor and mortgagee subordination agreements), documents, and papers (all in form and substance reasonably acceptable to Bank) as Bank may from time to time reasonably request to perfect or preserve the perfection and priority of Bank's security interests granted hereby or by any of the other Loan Documents. Borrower hereby appoints and empowers Bank, or any employee of Bank which Bank may designate for the purpose, as its attorney-in-fact, to execute and/or endorse (and file, as appropriate) on its behalf any documents, agreements, papers, checks, financing statements and other documents which, in Bank's sole judgment, are necessary to be executed, endorsed and/or filed in order to (i) perfect or preserve the perfection and priority of Bank's security interests granted hereby or by any of the other Loan Documents and (ii) collect or realize upon the Collateral after the occurrence and during the continuance of an Event of Default or otherwise exercise its rights and remedies under any of the Loan Documents or applicable law.

Section 6.4 Additional Further Assurances. If, by reason of location of Borrower, the Collateral or otherwise, the creation, validity, or perfection of security interests provided for

{H0376085.6}

herein are governed by law other than the Uniform Commercial Code of Alabama, Borrower shall take such steps and execute and deliver such documents, agreements, papers and financing statements as Bank may from time to time reasonably request to comply with the Uniform Commercial Code, the Uniform Trust Receipts Act, the Factors Lien Act, or other laws of Alabama or other states or jurisdictions. Borrower hereby appoints and empowers Bank, or any employee of Bank which Bank may designate for the purpose, as its attorney-in-fact, to execute and/or endorse (and file, as appropriate) on its behalf any documents, agreements, papers, checks, financing statements and other documents which, in Bank's sole judgment, are necessary to be executed, endorsed and/or filed in order to (i) perfect or preserve the perfection and priority of Bank's security interests granted hereby or by any of the other Loan Documents and (ii) after the occurrence and during the continuance of an Event of Default, collect or realize upon the Collateral or otherwise exercise its rights and remedies under any of the Loan Documents or applicable law.

Nothing in this Section 6 shall be deemed to extend the availability of the Revolving Line beyond the time noted in Section 16 hereof.

Article 7 **COLLECTION OF ACCOUNTS RECEIVABLE**

Section 7.1 Collection and Application of Proceeds; Notifying Account Debtors. Upon the occurrence and during the continuance of an Event of Default at Bank's request, Borrower shall notify Bank of any collections received and shall hold the same in trust for Bank without commingling the same with other funds of Borrower and Bank shall apply and credit the funds contained in Borrower's Deposit Account against the outstanding balance in Borrower's Loan Account or any other Liabilities; provided, however, Bank shall not be required to credit Borrower's Loan Account or any other Liabilities with the amount of any check or other instrument constituting provisional payment until Bank has received final payment thereof at its office in cash or solvent credits accepted by Bank. Upon the occurrence and during the continuance of an Event of Default and at the request of Bank, Borrower shall notify the Account Debtors of the security interest of Bank in any Account and shall instruct Account Debtors to remit payments directly to Bank and Bank may itself at any time so notify and instruct Account Debtors. Until Bank requests that Account Debtors on Accounts Receivable of Borrower be notified of Bank's security interest therein pursuant to this Section 7.1, Borrower shall continue to collect such Accounts Receivable in Borrower's Deposit Account.

Section 7.2 Collection of Accounts. Borrower shall (a) deliver any instrument or chattel paper evidencing or constituting Collateral to Bank, and (b) use its commercially reasonable effort to collect its Accounts in a commercially reasonable manner and in the ordinary course of business.

Nothing in this Section 7 shall be deemed to extend the availability of the Revolving Line beyond the time noted in Section 16 hereof.

{H0376085.6}

Article 8
AFFIRMATIVE COVENANTS

Until all indebtedness of Borrower to Bank has been paid in full and all Liabilities, in each case, with respect to this Agreement, the Revolving Note and the Term Note have been satisfied (other than contingent indemnification obligations):

Section 8.1 Financial Statements. Borrower shall submit or cause to be submitted to Bank (i) each Borrower's internally prepared quarterly financial statements within thirty (30) days after the close of each fiscal quarter including a balance sheet as of the close of such period and an income statement, prepared and analyzed in accordance with generally accepted accounting principles, and attested to by an authorized officer of each Borrower; (ii) each Borrower's Fiscal Year-end financial statements (in form, preparation and substance acceptable to Bank) within one hundred twenty (120) days after the close of its Fiscal Year, including a balance sheet as of the close of such period, an income statement, a reconciliation of stockholders' equity and a statement of cash flows, all reviewed by an independent certified public accountant reasonably acceptable to Bank and analyzed in accordance with generally accepted accounting principles; (iii) concurrently with the annual financial statements delivered pursuant to Section 8.1(ii), the certificate of Borrower substantially in the form of Exhibit A hereto signed by an authorized officer of each Borrower stating that no Default or Event of Default has occurred under any Loan Document, or, if any such Default or Event of Default exists, specifying the nature thereof; and (iv) such other financial and related information when and as reasonably requested by Bank regarding Borrower, the Collateral and any endorser, guarantor or surety of any of the Liabilities of Borrower to Bank.

Section 8.2 Reporting Requirements Regarding Collateral. In addition to the other requirements set forth herein, Borrower will deliver to Bank, or cause to be delivered to Bank, the following with respect to Borrower:

(a) if reasonably requested by Bank, (i) detailed reports in form acceptable to Bank of all Borrower's Accounts Receivable (including the aggregate balance of all Accounts) and accounts payable as of the last day of the immediately preceding fiscal month (or such shorter applicable period), and the period of time which has elapsed with respect to such Accounts Receivable and accounts payable since the invoice date with respect thereto (together with Borrower's certification as to any counterclaims, offsets or contra-accounts with respect to any of Borrower's Accounts); and (ii) a copy of Borrower's sales journal or invoice register for the immediately preceding fiscal month (or such shorter applicable period);

(b) any and all such other documents, instruments, data or information of any type reasonably requested by Bank with respect to the Accounts Receivable and any other Collateral, and reasonable cooperation from Borrower to verify any and all such documents, instruments, data or information;

(c) if reasonably requested by Bank, copies of all of Borrower's invoices (or similar documents relating to the provision of services or sales of goods), which such invoices (or similar documents) shall be in form reasonably satisfactory to Bank and shall specify the location at which the services or goods related thereto are to be delivered, installed and/or performed;

{H0376085.6}

(d) promptly upon any reduction greater than ten percent (10%) in the face value of any Account Receivable exceeding \$500,000 in value, Borrower shall advise Bank thereof and, if Bank reasonably requests, Borrower shall provide Bank with a signed writing explaining the circumstances resulting in such reduction; and further, immediately upon production thereof, copies of all of Borrower's credit memos shall be forwarded to Bank;

(e) if requested by Bank following the occurrence and continuation of an Event of Default, weekly invoice registers or journals reflecting, on a weekly basis, the information described above; and

(f) if requested by Bank following the occurrence and continuation of an Event of Default, a detailed list no later than the fifteenth (15th) day following the end of each month listing Borrower's Contracts, broken down by contract type (specifically noting any Government Accounts), customer, point of contact, contracting officer, disbursing officer, payment terms, and containing such other information as requested by Bank; and such other documents, instruments, data or information of any type as reasonably requested by Bank with respect to the Accounts Receivable and any other Collateral, if any.

Section 8.3 Insurance. Borrower shall (i) maintain insurance (written by insurance companies reasonably acceptable to Bank) in form, amount and substance reasonably acceptable to Bank, including, without limitation, extended multi-peril hazard, worker's compensation, general liability insurance and insurance upon Borrower's property, all facets of its businesses and all the Collateral; (ii) furnish to Bank, upon request, a statement of the insurance coverage; (iii) use its commercially reasonable efforts to protect and preserve the Collateral and shall obtain other or additional insurance promptly, upon request of Bank, to the extent that such insurance may be available; (iv) cause RCEF to be named as a lender loss payee with respect to insurance covering Borrower's Equipment, and Regions to be named as a lender loss payee with respect to all insurance covering the remainder of the Collateral, pursuant to endorsements in form and substance acceptable to Bank; and (v) cause Bank to be named as an additional insured on Borrower's general liability insurance, pursuant to endorsements in form and substance acceptable to Bank; all in form and substance reasonably acceptable to Bank as additional security for the payment and performance of all Liabilities of Borrower to Bank. All insurance proceeds, payments and other amounts paid to or received by Bank under or in connection with any and all such policies shall be applied in whole or part to the payment of such of the Liabilities as shall then be due and/or, at Bank's option, be held (in a remittance or other special account in which neither Borrower nor any guarantor shall have an interest) for application to Liabilities not yet due and be applied to such Liabilities as and when the same shall come due, in such order as Bank may determine in its sole discretion. All insurance policies shall provide for a minimum of thirty (30) days' written cancellation notice to Bank and, at Bank's request, all such policies shall be delivered to and held by Bank; provided, that the insurance policies provide for ten (10) days' written cancellation notice for nonpayment of a premium. In the event of failure to provide and maintain insurance required by this Agreement, Bank may, at its option and upon one Business Day's prior notice, provide such insurance and charge the costs and expenses incurred to Borrower's Loan Account. Upon and after the occurrence of an Event of Default under this Agreement, Bank is hereby made attorney-in-fact for Borrower to (i) obtain, adjust, and settle, in its sole discretion, such insurance, and (ii) endorse any drafts or checks issued in connection with such insurance.

{H0376085.6}

Section 8.4 Compliance with Laws. Borrower shall comply in all material respects with all Governmental Requirements affecting Borrower, any of its property, the Collateral or any part thereof. Without limitation to the generality of the foregoing, Borrower shall comply, and cause to be complied, in all material respects, with all Governmental Requirements applicable to Borrower or any Collateral in respect of occupational health and safety, Hazardous Substances and environmental matters. Borrower promptly shall notify Bank of receipt of any notice of any actual, alleged or asserted violation of any Governmental Requirements.

Section 8.5 Tangible Net Worth. Borrower shall maintain a minimum Tangible Net Worth of \$1,000,000.00, measured annually beginning with the 2018 Fiscal Year end. At each subsequent Fiscal Year after 2018, Borrower's Tangible Net Worth shall increase from the immediately preceding Fiscal Year by a minimum of fifty percent (50%) of Borrower's Net Income for the Fiscal Year being measured.

Section 8.6 Fixed Charge Coverage Ratio. Borrower shall at all times maintain a minimum ratio of Earnings Before Depreciation and Rent to Fixed Charges of 1.25 to 1.00, measured annually.

Section 8.7 System for Award Management Registration. In order to assure that all payments for Government Accounts with the federal government of the United States of America are made directly to Borrower's Deposit Account by electronic funds transfer, per Section 8.8 below, for any Government Accounts with the federal government of the United States of America that have not been assigned to Bank pursuant to FACA, Borrower shall (i) as of the date hereof update its registration information in the System for Award Management ("SAM") database to reflect Bank's name, routing transit number and the Deposit Account number and (ii) thereafter take all other actions as may be requested by Bank or required by applicable law or regulation. Moreover, Borrower shall, at least on an annual basis, review and update its information in the SAM database to ensure such information is current, correct, accurate and complete and shall take all other actions as may be reasonably required to assure that Borrower's SAM registration is "active" as that term is defined in the applicable government regulations governing the SAM database.

Section 8.8 Electronic Funds Transfer Deposits. Borrower shall use its commercially reasonable efforts to modify all existing Government Contracts, if any, within ninety (90) days hereof and shall use its best efforts to require in all future contracts that payments to Borrower shall be made via electronic funds transfer for all Government Accounts, to be directly delivered and deposited to Borrower's Deposit Account with Bank.

Section 8.9 Reserved.

Section 8.10 Notification of Defaults, Suits, Etc. Promptly after the same shall have become known to a responsible officer of the Borrower, Borrower shall notify Bank in writing of (i) any Default or Event of Default under any of the Loan Documents, (ii) any material change in Borrower's financial condition, and/or (iii) any action, suit or proceeding at law or in equity or by or before any Governmental Authority which, if adversely determined, might materially impair the ability of Borrower to perform its obligations under the Loan Documents, materially impair the ability of Borrower to carry on its business substantially as now conducted, or which

{H0376085.6}

might materially affect the business, operations, properties, assets or financial condition of Borrower.

Section 8.11 Reserved.

Section 8.12 Change of Ownership. Borrower shall not allow or suffer any change in the ownership of Borrower, Satterfield Holdings, LLC, or Pinnacle Manufacturing Holdings, LLC without the prior written consent of Bank, provided, however, Pinnacle Manufacturing Holdings, LLC may permit or cause the transfer of Incentive Units to its employees, or a special purpose entity owned by its employees, without Bank's prior written consent, so long as any such transfer does not result in Satterfield Holdings, LLC having a profit share of less than 20% in Pinnacle Manufacturing Holdings, LLC.

Section 8.13 Deposit Account. So long as any Liabilities are outstanding (other than contingent indemnification obligations), Borrower shall establish and maintain its primary deposit accounts with Regions.

Section 8.14 Assignment of Government Accounts. Within thirty (30) days of written request by Bank or immediately upon an Event of Default, Borrower shall take such measures required under the provisions of FACA to perfect Bank's security interest in any existing Government Account specified in the written notice, including, without limitation, executing an absolute assignment to Bank of all of Borrower's right, title, and interest in and to any such Government Accounts in form and substance acceptable to Bank in its sole discretion.

Section 8.15 Leases. Borrower shall comply in all material respects with all leases to which Borrower is a party, including without limitation, that certain Lease Agreement dated March 9, 2012, with BVJJ Holdings, LLC (the "Lease") for Borrower's headquarters in Boaz, Alabama. Borrower shall not terminate, surrender or materially modify the Lease or cause or consent to the termination or material modification of the Lease, other than modifications to extend the term thereof, without Bank's prior written consent. Borrower shall cause any lessor of real property where any Collateral in excess of \$50,000 is located to subordinate its interest therein to the Lien of Bank.

Section 8.16 Certificates of Title. In the event title to any of the Collateral is evidenced by a certificate of title and has a value in excess of \$20,000 individually, or in the aggregate with other items of Collateral that are also subject to a certificate of title, at Bank's request, Borrower shall deliver such title to RCEF and do or cause to be done all things reasonably requested by RCEF to properly perfect Bank's security interest therein.

Nothing in this Section 8 shall be deemed to extend the availability of the Revolving Line beyond the time noted in Section 16 hereof.

Article 9
NEGATIVE COVENANTS

Until all indebtedness of Borrower to Bank has been paid in full and all Liabilities relating to this Agreement, the Revolving Note and the Term Note have been satisfied (other than contingent indemnification obligations):

{H0376085.6}

Section 9.1 Liens. Borrower shall not create or permit the creation of any Lien upon any of the Collateral except for Permitted Liens.

Section 9.2 Borrowings; Permitted Indebtedness. Borrower shall not incur, create, assume or permit to exist any Debt, except (i) the Debt relating to the Liabilities, including Debt evidenced by the Revolving Note and the Term Note, (ii) other indebtedness to Bank, (iii) purchase money obligations, (iv) trade Debt incurred in the ordinary course of business, (v) capital leases in the ordinary course of Borrower's business, (vi) provided no Default or Event of Default has occurred and is continuing, the earn-out payment pursuant to the Merger Agreement, and (vii) provided no Default or Event of Default has occurred and is continuing, unsecured Debt in an amount not to exceed \$100,000 at any time outstanding.

Section 9.3 Dividends; Distributions. Borrower shall not, without the prior written consent of Bank, (i) declare or pay any dividends on or make any distribution with respect to any class of its equity or ownership interest; (ii) purchase, redeem, retire or otherwise acquire any of its equity; or (iii) transfer any of its assets to any owner, shareholder, Affiliate, investor, related party, or any other person, provided, however, Borrower may, without Bank's consent, pay or make (A) cash dividends or distributions to its members in any year to cover its members' federal and state income tax liability for the immediately preceding year arising as a direct result of Borrower's reported income for said year, but not to exceed the minimum amount so required, and (B) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, (1) the earn-out payment pursuant to Merger Agreement, and (2) the payment or distribution of reasonable fees to Borrower's financial sponsor in connection with advisory services, including any monitoring and transaction fees.

Section 9.4 Capital Expenditures. Borrower shall not make in any Fiscal Year Capital Expenditures together aggregating in excess of the amount of \$500,000.00, except (i) the manufacturing of Inventory to be held for lease and (ii) expenditures for equipment financed by purchase money security interest liens.

Section 9.5 Acquiring Assets, Etc. of Other Entities. Borrower shall not purchase or acquire, directly or indirectly, any shares of stock, any substantial part of the assets of, any interest in, evidences of Debt, loans or other securities of any person, corporation or other entity.

Section 9.6 Dissolution, Mergers, Change in Nature. Borrower shall not (i) liquidate, discontinue (other than a liquidation pursuant to which the assets and liabilities are transferred to another Borrower with Bank's prior written consent) or materially reduce its normal operations with intention to liquidate; (ii) cause, allow or suffer to occur (a) the merger or consolidation of or involving Borrower with or into any corporation, partnership, or other entity, or (b) the sale, lease, transfer or other disposal of all or any substantial part of its assets; (iii) cause, allow, or suffer to occur any replacement of Jason Satterfield or Joby Satterfield as an executive officer of Borrower or a manager of Pinnacle Manufacturing Holdings, LLC, without the prior written consent of Bank, which shall not be unreasonably withheld, conditioned or delayed; or (iv) cause, allow, or suffer to occur any change in the corporate structure of Borrower without the prior written consent of Bank. As used in the foregoing sentence, changes in Borrower's corporate structure shall include, without limitation, converting Borrower's form of organization from one type of entity to another, changing Borrower's state of organization, or making any

{H0376085.6}

other material modification of Borrower's organizational documents. Changes in corporate structure shall not include changes in ownership, which are covered by Section 8.12.

Section 9.7 Loans to Third Parties. Borrower shall not make, extend or allow to remain outstanding any loans without the prior written consent of Bank other than (i) intercompany loans among the Borrowers which are unsecured, and (ii) installment sales and other payment structures provided to customers in the ordinary course of business. Borrower hereby subordinates any indebtedness owed to it by the other Borrower to the Liabilities, provided Borrower may make payments on such intercompany loans so long as no Default or Event of Default exists or would result as a consequence thereof.

Section 9.8 Subordinated Debt. Except as otherwise provided herein, Borrower shall not make any payments on Debt which is subordinated to the Liabilities without the prior written consent of Bank.

Section 9.9 Restrictions on Transfer of Collateral. Borrower will not (and will not allow or suffer any other person or entity to) sell, transfer, lease, convey or otherwise dispose of the Collateral, any portion thereof, or any interest therein (or any of the Proceeds thereof, including, without limitation, money, checks, money orders, drafts, notes, instruments, documents, chattel paper, Accounts, returns or repossessions), without Bank's prior written consent other than (i) the sale of Inventory in the normal and ordinary course of Borrower's business; (ii) obsolete or worn-out equipment or other assets in the ordinary course of Borrower's business provided the proceeds thereof are applied to the principal of the Term Loan, or used to purchase equipment or other assets not necessarily of the same character, but of equal or greater value; and (iii) the lease and rental of assets in the ordinary course of Borrower's business.

Section 9.10 Guaranties. Borrower shall not guarantee, endorse, become surety for or otherwise in any way become or be responsible for the indebtedness, liabilities or obligations of any other person, whether by agreement to purchase the indebtedness or obligations of any other person, or agreement for the furnishing of funds to any other person (directly or indirectly, through the purchase of goods, supplies or services or by way of stock purchase, capital contribution, working capital maintenance agreement, advance or loan) or for the purpose of paying or discharging the indebtedness or obligations of any other person, or otherwise, except for the endorsement of negotiable instruments in the ordinary course of business for collection, and except for indebtedness of Borrower, or any of Borrower's Affiliates, in favor of Bank.

Section 9.11 Take or Pay Contracts. Borrower shall not enter into or be a party to any contract for the purchase of merchandise, materials, supplies or other property if such contract provides that payment for such merchandise, materials, supplies or other property shall be made regardless of whether delivery of such merchandise, materials, supplies or other property is ever made or tendered.

Section 9.12 Sale-Leaseback. Borrower shall not enter into any arrangement, directly or indirectly, with any person whereby it sells or transfers any property, real, personal or mixed, and used or useful in its business, whether now owned or hereafter acquired, and thereafter rents or

{H0376085.6}

leases such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred.

Section 9.13 Investments. Borrower shall not purchase or hold beneficially any stock, other securities or evidences of Debt of, make or permit to exist any loans or advances to, or make any investment or acquire any interest whatsoever in, any other person other than as permitted by Section 9.7; provided, however, that it may invest in (1) direct obligations of, or obligations unconditionally guaranteed by, the United States of America or any agency thereof maturing in less than one year from the date of purchase; (2) commercial paper issued by any person organized and doing business under the laws of the United States of America or any state thereof rated in the highest category by Moody's Investors Services, Inc. or by Standard & Poor's Corporation and maturing in less than one year from the date of purchase; (3) certificates of deposit maturing within one year of the date of acquisition thereof issued by any commercial bank, organized and doing business under the laws of the United States of America or any state thereof whose deposits are insured by the Federal Deposit Insurance Corporation, if the face amount of said certificate of deposit, when added to all other deposits of Borrower at such commercial bank, does not exceed the then-applicable limitation on the amount of federally insured deposits.

Section 9.14 Foreign Corrupt Practices Act. Borrower shall not use any part of any proceeds from the Loan or advances evidenced by or referenced in the Loan Documents, or any other amounts or sums derived from any property which secures repayment of the Loan, including, without limitation, any Accounts, payment intangibles, money, rents, issues or profits, will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Nothing in this Section 9 shall be deemed to extend the availability of the Revolving Line beyond the time noted in Section 16 hereof.

Article 10 CONDITIONS PRECEDENT

Section 10.1 Closing Date Conditions. The obligation of Bank to make any advances under the Revolving Line or the Term Loan on the Effective Date is subject to the receipt by Bank of the following documents, each of which shall be satisfactory to Bank in form and substance:

(a) **Loan Documents.** An executed counterpart or certified copy of each of the Loan Documents.

(b) **Organization of Borrower and Approvals.** A certified copy of the certificate of formation and operating agreement of each Borrower and all corporate action taken by Borrower approving the Loan Documents and the consummation of the transactions contemplated thereby (including, without limitation, a certificate setting forth the resolutions (if any) of the governing body of the Borrower).

{H0376085.6}

(c) **Certificate of Borrower.** A certificate by Borrower to the effect that as of the Effective Date, and after giving effect thereto: (1) no Default or Event of Default shall have occurred and be continuing; (2) the representations and warranties made by Borrower in Section 4 are true on and as of the Effective Date.

(d) **Insurance.** Copies of certificates of insurance evidencing the insurance coverage required hereunder, in form and substance reasonably acceptable to Bank.

(e) **Fees Payable.** Payment by Borrower to (i) Bank of costs and expenses pursuant to Sections 4.15 and 15 hereof, and (ii) counsel to Bank, of their reasonable and documented fees and disbursements incurred in connection with this transaction.

(f) **Evidence of Recordation, Filings and Payments of Fees.** Evidence satisfactory to Bank that any documents (including, without limitation, the financing statements) required to be recorded or filed in order to create, in favor of Bank, a perfected Lien on and security interest in all Collateral covered by this Agreement have been (or will be) properly recorded and/or filed in each office in each jurisdiction required in order to create, in favor of Bank, a perfected Lien on and security interest in the respective collateral described therein. Bank shall have received evidence of all such recordation and acknowledgement copies of all such filings (or, in lieu thereof, Bank shall have received other evidence satisfactory to Bank that all such filings have been made), and Bank shall have received evidence that all necessary recordation and filing fees and all documentary taxes or other expenses related to such filings or recordations have been paid in full.

(g) **Banking Relationship.** Borrower shall have established Banking relationship described in Section 8.12 hereof.

(h) **UCC Search.** Receipt and satisfactory review of a UCC search for Borrower.

(i) **Merger.** Receipt and satisfactory review of a fully executed and filed Certificate of Merger which properly merges Pinnacle Manufacturing, LLC with Pinnacle Manufacturing Merger Sub, LLC, whereby Pinnacle Manufacturing Merger Sub, LLC is the surviving entity which simultaneously changes its name to Pinnacle Manufacturing, LLC. The surviving entity, Pinnacle Manufacturing, LLC f/k/a Pinnacle Manufacturing Merger Sub, LLC, together with Pinnacle Rental & Supply, LLC is Borrower hereunder.

(j) **Additional Evidence.** Such certificates, proceedings, instruments and other documents as Bank or its counsel may reasonably request to evidence (1) compliance by Borrower with legal requirements, (2) the truth and accuracy, as of the date of delivery of any advance under the Revolving Line, of the respective representations of Borrower contained in the Loan Documents, and (3) the due performance or satisfaction by Borrower, at or prior to the date of delivery any advance under the Revolving Line, of all agreements then required to be performed and all conditions then required to be satisfied by them pursuant to the Loan Documents, it being understood that Bank will receive a legal opinion as to the due authorization and organization of each Borrower.

Section 10.2 Conditions to Future Borrowings on the Revolving Line. The obligation of Bank to make any advances under the Revolving Line after the Effective Date is subject to the following conditions:

(a) Bank shall receive a certificate duly executed by an authorized officer of Borrower in the form attached hereto as **Exhibit A** and dated as of the date of delivery of such advance under the Revolving Line.

(b) The amount outstanding under the Revolving Line, after giving effect to the proposed advance, does not exceed the Maximum Loan Amount.

Article 11 EVENTS OF DEFAULT; ACCELERATION

Any or all of the Liabilities, shall be, at the option of Bank and notwithstanding any time or credit allowed by any of the Loan Documents or any other document, agreement or instrument evidencing any of the Liabilities, immediately due and payable without notice or demand, and the obligation of Bank to make advances hereunder shall immediately cease and terminate upon and after the occurrence of any of the following "Events of Default":

(a) (i) default in the payment of any principal payment due under the Revolving Note or the Term Note, or (ii) default, and continuance thereof for three (3) days, in the payment when due of any other Liabilities, including any interest, fee reimbursement obligation or other amount payable by Borrower under any other Loan Document, but specifically excluding Liabilities under Hedge Agreements;

(b) default in the payment or performance of any of the other Liabilities, except for Liabilities under Hedge Agreements or the Cash Management Liabilities, or the breach of this Agreement or any other Loan Document which continues thirty (30) days after the date of written notice from Bank of such default;

(c) failure of Borrower to observe or perform its obligations set forth in Section 4.4 of this Agreement;

(d) (i) an event of default (beyond all applicable grace and cure periods) or termination event shall have occurred under any Hedge Agreement or (ii) a default (beyond all applicable grace and cure periods) shall have occurred with respect to any Cash Management Liabilities and such default remains unremedied for three (3) Business Days after notice from Bank;

(e) if any representation or warranty by any Borrower contained herein is false or misleading in any material respect when made or any schedule, certificate, financial statement, report, notice or other writing furnished by any Borrower to Bank in connection herewith is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified;

(f) failure of Borrower to furnish financial information set forth in Sections 8.1 or 8.2 when required to be delivered or to permit the inspection of the books or records or Collateral of Borrower as required by Article 5 hereof;

(g) any Borrower or guarantor of the Liabilities applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for any Borrower or any property thereof, or makes a general assignment for the benefit of creditors; or in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for any Borrower or for a substantial part of the property of any thereof and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of any Borrower, and if such case or proceeding is not commenced by Borrower, it is consented to or acquiesced in by such Borrower, or remains for sixty (60) days undismissed; or any Borrower takes any action to authorize, or in furtherance of, any of the foregoing;

(h) Borrower or any guarantor of the Liabilities becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, its debts as they become due;

(i) any change in the ownership of Borrower or other entity which violates Section 8.12 hereof;

(j) failure of Borrower to comply with Section 8.3 of hereof;

(k) occurrence or continuation of any default or event of default (beyond all applicable grace and cure periods) by any Borrower by or attributable to such Borrower under or in connection with any mortgage, lease (including without limitation the Lease), security agreement, note, bond, indenture, loan agreement or similar instrument or agreement (other than the Liabilities) to which such Borrower is now or may hereafter be a party or by which such Borrower or any of its property (including, without limitation, the Collateral) is now or may hereafter be bound, which default would be expected to materially impair the ability of Borrower to perform its obligations under the Loan Documents, materially impair the ability of Borrower to carry on its business substantially as now conducted, or which would reasonably be expected to materially adversely affect the business, operations, properties, assets or financial condition of Borrower;

(l) fraud or a material misrepresentation by or on behalf of any Borrower or any guarantor of the Liabilities in its transactions with Bank;

(m) Bank's not obtaining or maintaining a first priority perfected security interest in any of the Collateral; or the termination, cancellation or revocation of any of the Loan Documents or any Hedge Agreement without Bank's consent or the determination by Bank that any of the Loan Documents or any Hedge Agreement is void, voidable or unenforceable;

(n) there is entered against any Borrower one or more final judgments or orders for the payment of money in an aggregate amount exceeding \$50,000 which has not been paid, vacated, discharged, stayed or bonded pending appeal within thirty (30) days from the entry thereto; or

{H0376085.6}

(o) Borrower discontinuing doing business, other than regularly scheduled maintenance consistent with past practice, for more than ten (10) consecutive calendar days during any year for any reason without Bank's prior written consent.

Article 12
POWER TO SELL OR COLLECT COLLATERAL

Upon the occurrence of any of the above Events of Default and at any time thereafter, Bank shall have, in addition to all other rights and remedies, the remedies of a secured party under the Uniform Commercial Code of Alabama (regardless of whether the Uniform Commercial Code has been enacted in the jurisdiction where rights or remedies are asserted), including, without limitation, the right to take possession and dispose of the Collateral, and for that purpose Bank may, so far as Borrower can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom or take possession of same and/or store the same on such premises for a reasonable time pending disposition under the terms of this Agreement or applicable law. Bank may require Borrower to assemble the Collateral and make it available to Bank at a place designated by Bank which is reasonably convenient to both parties. Unless the Collateral is perishable or is of a type customarily sold on a recognized market, Bank shall give to Borrower at least five (5) days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Bank may, at any time, in its discretion, transfer any securities or other property constituting Collateral into its own name or that of its nominee and receive the income therefrom and hold the same as security for the Liabilities or apply it on principal, interest, charges or expenses due on Liabilities in any manner deemed appropriate by Bank. Bank may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon Collateral as Bank may determine, whether or not Liabilities or Collateral are then due, and Bank may receive, open and dispose of mail addressed to Borrower and sign and endorse notes, checks, drafts, money orders, certificates and documents of title and related forms or other evidences of payment, shipment or storage or any form of Collateral on behalf of and in the name of Borrower as Borrower's attorney-in-fact for such purpose. Bank may apply Collateral and the Proceeds from any Collateral against the Liabilities secured hereby in any manner deemed appropriate by Bank. The enumeration of the foregoing rights is not intended to be exhaustive, and the exercise of any right shall not preclude the exercise of any other rights, all of which shall be cumulative. As against the obligations secured hereby, Borrower hereby expressly waives all claims and all rights to claim any exemptions, both as to personal and real property, allowed or allowable under the Constitution or laws of the United States, the State of Alabama, or any other jurisdiction. Any notice to Borrower of sale, disposition or other intended action by Bank, required by law to be given to Borrower, sent to Borrower at the address of Borrower shown on the first page of this Agreement or at such other address of Borrower as may from time to time be shown on Bank's records, at least five (5) days prior to such action, shall constitute reasonable notice to Borrower. Bank may resort to any security given by this Agreement or to any other security now existing or hereafter given to secure the payment of Borrower's Liabilities, in whole or in part, and in such portions and in such order as may seem best to Bank in its sole discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, or security interests evidenced by this Agreement. Bank may, at all times, proceed directly against Borrower to enforce payment of Borrower's Liabilities and shall not be required first to enforce its rights in the Collateral or any other security granted

{H0376085.6}

to it. Bank shall not be required to take any action of any kind to preserve, collect, or protect Bank's or Borrower's rights in the Collateral or any other security granted to Bank. If Borrower fails to perform any obligation contained in this Agreement, Bank may itself perform, or cause performance of, such obligation, and the expenses of Bank incurred in connection therewith shall be payable by Borrower; provided that Bank shall not be required to perform or discharge any obligation of Borrower. Notwithstanding anything to the contrary contained herein, Excluded Swap Obligations with respect to any particular Borrower shall not be paid with amounts received from the assets of any Borrower which is not considered an "eligible contract participant" as defined in the Commodity Exchange Act, but appropriate adjustments shall be made with respect to payments from the other Borrower to preserve the allocation to Liabilities otherwise set forth in this Section or elsewhere in this Agreement or any other Loan Document.

Article 13 SET OFF

Bank and any participant and any holder of all or any part of the Liabilities are given hereby as additional security for all Liabilities a continuing lien and security interest in and upon any and all moneys, securities and other property of Borrower and the Proceeds thereof, now or hereafter held or received by or in transit to Bank (or such participant or holder) from or for Borrower, whether for safekeeping, custody, pledge, transmission, collection or otherwise, and also upon any and all deposit balances (general or special) and credits of Borrower with, and any and all claims of Borrower against Bank (or such participant or holder) at any time existing, and upon the occurrence of an Event of Default hereunder to the extent permitted by law, Bank (or such participant or holder) may apply or set off the same against the Liabilities secured hereby or by any of the other Loan Documents in any manner deemed appropriate by Bank (or such participant or holder). Borrower agrees that any other person or entity purchasing a participation from Bank may exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such person or entity were the direct creditor of Borrower in the amount of such participation.

Article 14 WAIVERS

To the extent permitted by law, Borrower waives demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration, notice of acceptance of this Agreement, and notice of advances and loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Liabilities and Collateral, Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of any or all of the Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Bank may deem advisable. Other than the exercise of reasonable care to assure the safe custody of the Collateral while being held by the Bank hereunder and the duty to account for monies actually received, Bank shall have no duty or liability to preserve rights pertaining thereto, it being understood and agreed that Borrower shall be responsible for preservation of all

{H0376085.6}

rights in the Collateral, and Bank shall be relieved of all responsibility for the Collateral upon surrendering it or tendering the surrender of it to the Borrower. Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which Bank accords its own property, which shall be no less than the treatment employed by a reasonable and prudent lender in the industry, it being understood that Bank shall not have responsibility for taking any necessary steps to preserve rights against any parties with respect to any of the Collateral. Bank may exercise its rights with respect to Collateral without resorting or regard to other Collateral or sources of reimbursement for the Liabilities. Bank shall not be deemed to have waived any of its rights upon or under any of the Liabilities or Collateral unless such waiver be in writing and signed by Bank. No course of dealing and no delay or omission on the part of Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of Bank with respect to Liabilities or Collateral, whether evidenced hereby, by any of the other Loan Documents or by any other instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

Article 15 EXPENSES; PROCEEDS OF COLLATERAL

Irrespective of whether the proceeds of the Revolving Line or the Term Loan are disbursed, Borrower shall pay all reasonable and documented out-of-pocket fees and expenses, including, without limitation, reasonable and documented legal fees and expenses paid to any third party or parties, filing fees, insurance premiums and expenses, appraisal fees, recording costs and taxes incurred by Bank or Borrower from time to time in connection with the preparation and closing, filing, administration, amendment and modification of the Revolving Line, the Term Loan, this Agreement, the Revolving Note, the Term Note, and the other Loan Documents and those documents and instruments associated with the perfection and creation of the security interests granted pursuant hereto or pursuant to any of the other Loan Documents and Bank's selling, negotiating, documenting and/or enforcing participations in the Revolving Line, the Term Loan and/or the Loan Documents. Borrower shall pay to Bank on demand any and all such fees and expenses incurred or paid by Bank, together with any and all reasonable fees, expenses and costs paid to any third party or parties (a) of collection or (b) otherwise incurred or paid by Bank in protecting, enforcing or realizing its rights upon or with respect to any of the Liabilities, the Loan Documents or the Collateral (including, without limitation, reasonable counsel fees, including, without limitation, those incurred in connection with any appeal or any bankruptcy proceedings). After deducting all of said reasonable fees and expenses paid to any third party or parties, the residue of any proceeds of collection or sale of Liabilities or Collateral shall be applied to the payment of principal of, interest on, fees, charges, expenses and other amounts due and payable to Bank related to the Liabilities in such order of preference as Bank may determine, proper allowance for Liabilities not then due being made, and, to the extent allowed by law, without limiting any of Borrower's obligations or any of Bank's rights under the Loan Documents, any Hedge Agreement, or any other document related to the Liabilities, Borrower shall remain liable for any deficiency.

{H0376085.6}

Article 16
DURATION; EXTENSION

The Revolving Line shall terminate on the Revolving Maturity Date, at which time all principal, interest, charges and expenses outstanding under the Revolving Note shall be due and payable in full unless due sooner under the terms of the Revolving Note, this Agreement or any of the other Loan Documents. It is understood that any extension of the Revolving Line or the Term Loan may require a revision of certain provisions of this Agreement. No modification or amendment of this Agreement or extension of the Revolving Maturity Date or the Term Maturity Date shall be effective unless placed in writing and duly executed by Bank and Borrower. It is expressly agreed that this Agreement shall survive the maturity or termination of the Revolving Line and the Term Loan only to the extent necessary for Bank to exercise its rights and remedies hereunder and with respect to the Collateral. The maturity or termination of the Revolving Line or the Term Loan shall in no way affect any transactions entered into or rights created or obligations incurred prior to such maturity or termination; rather, such rights and obligations shall be fully operative until the same are fully disposed of, concluded and/or liquidated. This Agreement shall be a continuing agreement in every respect.

Article 17
GENERAL

Any demand upon or notice to Borrower that Bank may elect to give shall be effective (i) upon delivery if such notice is given personally, or (ii) upon the third day following the date of dispatch if deposited in the U.S. mail, addressed to Borrower at the address noted on the first page of this Agreement or, if Borrower has notified Bank in writing of a change of address, to Borrower's last address so notified, or (iii) upon receipt if by facsimile or telecopy. Demands or notices addressed to Borrower's address at which Bank customarily communicates with Borrower shall also be effective. If at any time or times by assignment or otherwise Bank transfers any of the Liabilities (either separately or together with the Collateral therefor), such transfer shall carry with it Bank's powers and rights under this Agreement and the other Loan Documents with respect to the Liabilities and/or Collateral transferred, and the transferee shall become vested with said powers and rights whether or not they are specifically referred to in the transfer. If and to the extent Bank retains any of the Liabilities or Collateral, Bank will continue to have the rights and powers herein set forth with respect thereto. THE REVOLVING NOTE, THE TERM NOTE, THIS AGREEMENT AND ALL OF THE OTHER LOAN DOCUMENTS, AND ALL RIGHTS AND OBLIGATIONS HEREUNDER AND THEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ALABAMA, EXCEPT THAT ANY CONFLICT OF LAWS RULE OF SUCH JURISDICTION THAT WOULD REQUIRE REFERENCE TO THE LAWS OF SOME OTHER JURISDICTION SHALL BE DISREGARDED. ANY SUITS, CLAIMS OR CAUSES OF ACTION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT, THE REVOLVING NOTE, THE TERM NOTE, THE OTHER LOAN DOCUMENTS OR ANY OTHER AGREEMENTS OR INSTRUMENTS BETWEEN BANK AND BORROWER RELATING TO SUCH DOCUMENTS MAY BE BROUGHT IN A COURT OF APPROPRIATE JURISDICTION IN MADISON COUNTY, ALABAMA AND OBJECTIONS TO VENUE AND PERSONAL JURISDICTION IN SUCH FORUM ARE

{H0376085.6}

HEREBY EXPRESSLY WAIVED. THIS AGREEMENT HAS BEEN NEGOTIATED AND IS BEING EXECUTED AND DELIVERED IN THE STATE OF ALABAMA; PROVIDED, HOWEVER, THAT BANK SHALL HAVE NO OBLIGATION TO GIVE, NOR SHALL BORROWER BE ENTITLED TO RECEIVE ANY NOTICE OF SUCH RECEIPT AND ACCEPTANCE FOR THIS AGREEMENT TO BECOME A BINDING OBLIGATION OF BORROWER. IT IS INTENDED, AND BORROWER AND BANK SPECIFICALLY AGREE, THAT THE LAWS OF THE STATE OF ALABAMA GOVERNING INTEREST SHALL APPLY TO THIS TRANSACTION. BORROWER HEREBY ACKNOWLEDGES THAT (I) THE NEGOTIATION, EXECUTION, AND DELIVERY OF THE LOAN DOCUMENTS CONSTITUTE THE TRANSACTION OF BUSINESS WITHIN THE STATE OF ALABAMA, (II) ANY CAUSE OF ACTION ARISING UNDER ANY OF SAID LOAN DOCUMENTS WILL BE A CAUSE OF ACTION ARISING FROM SUCH TRANSACTION OF BUSINESS, AND (III) BORROWER UNDERSTANDS, ANTICIPATES, AND FORESEES THAT ANY ACTION FOR ENFORCEMENT OF PAYMENT OF THE REVOLVING LINE, THE TERM LOAN OR THE LOAN DOCUMENTS MAY BE BROUGHT AGAINST IT IN THE STATE OF ALABAMA. TO THE EXTENT ALLOWED BY LAW, BORROWER HEREBY SUBMITS TO JURISDICTION IN THE STATE OF ALABAMA FOR ANY ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE REVOLVING LINE, THE TERM LOAN OR THE LOAN DOCUMENTS AND WAIVES ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE OR JURISDICTION TO OBJECT TO JURISDICTION OR VENUE WITHIN MADISON COUNTY, ALABAMA; NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS PARAGRAPH SHALL PREVENT BANK FROM BRINGING ANY ACTION OR EXERCISING ANY RIGHTS AGAINST BORROWER, ANY GUARANTOR, ANY SECURITY FOR THE REVOLVING LINE, OR THE TERM LOAN OR ANY OF BORROWER'S OR ANY GUARANTOR'S PROPERTIES IN ANY OTHER COUNTY, STATE, OR JURISDICTION. INITIATING SUCH ACTION OR PROCEEDING OR TAKING ANY SUCH ACTION IN ANY OTHER STATE OR JURISDICTION SHALL IN NO EVENT CONSTITUTE A WAIVER BY BANK OF ANY OF THE FOREGOING. Nothing contained herein, or in any of the documents contemplated hereby, shall be deemed to render Bank on the one hand, and Borrower on the other hand, partners or venturers for any purpose. This Agreement is intended to take effect as a sealed instrument.

Article 18
WAIVER OF JURY TRIAL

BORROWER AND BANK HEREBY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING OUT OF OR IN ANY WAY RELATED TO THE REVOLVING LINE, THE TERM LOAN OR ANY OF THE LOAN DOCUMENTS OR (b) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF BANK AND/OR BORROWER WITH RESPECT TO RIGHTS AND REMEDIES UNDER THE REVOLVING LINE, THE TERM LOAN OR LOAN DOCUMENTS OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING INSTANCES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AND BANK AGREE THAT EITHER PARTY MAY FILE A

{H0376085.6}

COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF EITHER PARTY HERETO TO IRREVOCABLY WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF BANK TO MAKE THE REVOLVING LINE, AND THE TERM LOAN AVAILABLE AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN BORROWER AND BANK SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Article 19
MISCELLANEOUS

In the event of a conflict in the terms and provisions of this Agreement and any of the other Loan Documents, or any other document, instrument or agreement executed in connection with this Agreement or described or referred to in this Agreement, the terms and provisions set forth in this Agreement shall control. No modification, consent, amendment or waiver of any provision of this Agreement or any of the other Loan Documents, nor consent to any departure by Borrower therefrom, shall be effective unless the same shall be in writing and signed by Bank, and then shall be effective only in the specific instance and for the purpose for which given. This Agreement and each of the other Loan Documents are binding upon Borrower, its successors and assigns, and inure to the benefit of Bank, its successors and assigns. All representations and warranties of Borrower herein, and all covenants and agreements of Borrower herein, in the other Loan Documents, or in any other document delivered hereunder or in connection herewith, shall survive the execution of this Agreement and shall be deemed continuing representations, warranties, covenants and agreements. All representations and warranties of Borrower herein, and all covenants and agreements of Borrower herein, in the other Loan Documents, or in any other document delivered hereunder or in connection herewith, shall survive the execution of this Agreement and shall be deemed continuing representations, warranties, covenants and agreements.

This Agreement and each of the other Loan Documents shall be deemed to be drafted by all parties hereto and shall not be construed against any party hereto. In the event any one or more of the terms or provisions contained in this Agreement, in any of the other Loan Documents or in any other instrument or agreement referred to herein or executed in connection with or as security for the Liabilities, or any application thereof to any person or circumstances, shall be declared prohibited, illegal, invalid or unenforceable to any extent in any jurisdiction, as determined by a court of competent jurisdiction, such term or provision, in that jurisdiction, shall be ineffective only to the extent of such prohibition, illegality, invalidity or unenforceability, or as applied to such persons or circumstances, without invalidating or rendering unenforceable the remaining terms or provisions hereof or thereof or affecting the validity or enforceability of such term or provision in any other jurisdiction or as to other persons or circumstances in such jurisdiction, unless such would effect a substantial deviation from the general intent and purpose of the parties, make a significant change in the economic effect of the transactions contemplated herein on Bank, or impair the validity or perfection of Bank's security interest in any Collateral or the validity of any guaranty or other security for the Liabilities, in which event a substitute provision shall be supplied by the court in order to provide Bank with the benefits intended by such invalid term or provision. The table of contents hereto and the headings of the sections,

{H0376085.6}

paragraphs and subdivisions of this Agreement are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

Bank agrees to maintain as confidential all information provided to them by any Borrower, except that Bank may disclose such information (a) to persons employed or engaged by Bank or any of their Affiliates in evaluating, approving, structuring or administering the Loans; (b) to any assignee or participant or potential assignee or participant that has agreed to comply with this confidentiality provision; (c) as required or requested by any federal or state regulatory authority or examiner, or any insurance industry association, or as reasonably believed by Bank to be compelled by any court decree, subpoena or legal or administrative order or process; (d) as, on the advice of Bank's counsel, is required by law; (e) in connection with the exercise of any right or remedy under the Loan Documents or in connection with any litigation to which Bank is a party; (f) to any nationally recognized rating agency or investor of Bank that requires access to information about a Bank's investment portfolio in connection with ratings issued or investment decisions with respect to such Lender; or (g) that ceases to be confidential through no fault of Bank.

Borrower agrees to indemnify, defend and hold harmless Bank and each of the officers, directors, employees, Affiliates and agents of Bank (each an "Indemnified Party") free and harmless from and against any and all actions, causes of action, suits, losses, liabilities, damages and expenses, including reasonable and documented out-of-pocket costs and expenses charged by any third parties (collectively, the "Indemnified Liabilities"), incurred by the Indemnified Parties or any of them as a result of, or arising out of, or relating to (a) any tender offer, merger, purchase of equity interests, purchase of assets or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the proceeds of any of the Loans; (b) the execution, delivery, performance or enforcement of this Agreement or any other Loan Document by any Indemnified Party; (c) any violation by Borrower of the covenants and provisions herein or in any other Loan Document; (d) any of Borrower's warranties or representations proving false or misleading in any material respect; (e) any judicial proceeding asserted against any Indemnified Party by an Account Debtor arising out of any transaction between such Account Debtor and Borrower; or (f) the Collateral, the Liabilities, or any of the Loan Documents, except to the extent any such Indemnified Liabilities result from the applicable Indemnified Party's own bad faith, gross negligence or willful misconduct as determined by a court of competent jurisdiction. Borrower's indemnification obligations in this paragraph shall survive payment in full of the Loan or any other Liabilities.

Article 20

COMPLIANCE WITH LAWS

It is the intention of Bank and Borrower to conform strictly to any applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under any applicable law, then, in that event, notwithstanding anything to the contrary in this Agreement, the other Loan Documents, or any other agreement entered into in connection with or as security for or guaranteeing the Liabilities, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, taken, reserved, charged or

{H0376085.6}

received by Bank under or in connection with the Liabilities shall under no circumstances exceed the Highest Lawful Rate (as defined herein), and any excess shall be cancelled automatically and, if theretofore paid, shall, at the option of Bank, be credited by Bank on the principal amount of any indebtedness owed to Bank by Borrower or refunded by Bank to Borrower, and (ii) in the event that the payment of the Liabilities or any portion thereof is accelerated or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to Bank may never include more than the Highest Lawful Rate and excess interest, if any, to Bank provided for in this Agreement or the other Loan Documents or otherwise with respect to the Liabilities shall be cancelled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall, at the option of Bank, be credited by Bank on the principal amount of any indebtedness owed to Bank by Borrower or refunded by Bank to Borrower.

Article 21
COUNTERPART SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but when taken together, shall constitute only one Agreement. A facsimile signature on an executed copy of this Agreement shall be treated as an original signature for all purposes.

Article 22
JOINT AND SEVERAL LIABILITY

All of Borrower's representations, warranties, covenants and agreements herein shall be joint and several, and shall be binding on and enforceable against either, any or all of the persons comprising Borrower. If any one or more of the persons comprising Borrower is in default, Bank may exercise its remedies on default against all of the persons comprising Borrower.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals to this Credit and Security Agreement effective as of the date first set forth above.

[Signature page to follow.]

[SIGNATURE PAGE OF PINNACLE MANUFACTURING, LLC TO CREDIT AND SECURITY AGREEMENT]

BORROWER:

PINNACLE MANUFACTURING, LLC, an Alabama limited liability company, f/k/a Pinnacle Manufacturing Merger Sub, LLC

By: Thomas I. Willingham, III
Name: Thomas I. Willingham, III
Its: Vice President and Secretary

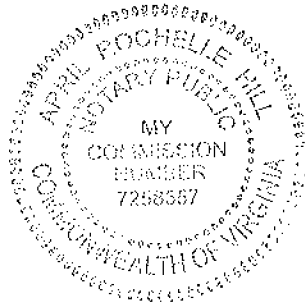
COMMONWEALTH OF VIRGINIA)
CITY OF RICHMOND)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Thomas I. Willingham, III, whose name as Vice President and Secretary of **PINNACLE MANUFACTURING, LLC**, an Alabama limited liability company, f/k/a Pinnacle Manufacturing Merger Sub, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 7th day of February, 2018.

April Rochelle Hill
Notary Public
My commission expires: 4/30/2021

[NOTARIAL SEAL]



{H0376085.5}

[SIGNATURE PAGE OF PINNACLE RENTAL & SUPPLY, LLC TO CREDIT AND SECURITY AGREEMENT]

BORROWER:

PINNACLE RENTAL & SUPPLY, LLC, an
Alabama limited liability company

By: Thomas I. Willingham, III
Name: Thomas I. Willingham, III
Its: Vice President and Secretary

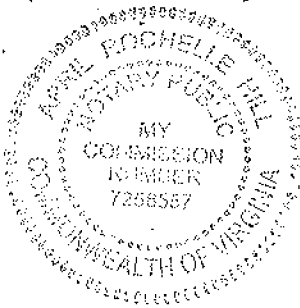
COMMONWEALTH OF VIRGINIA)
CITY OF RICHMOND)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Thomas I. Willingham, III, whose name as Vice President and Secretary of PINNACLE RENTAL & SUPPLY, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 7th day of February, 2018.

APRIL ROCHELLE HILL
Notary Public
My commission expires: 4/30/2021

[NOTARIAL SEAL]



{H0376085.5}

{SIGNATURE PAGE OF REGIONS BANK TO CREDIT AND SECURITY AGREEMENT}

BANK:

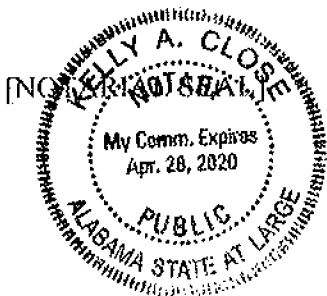
REGIONS BANK, an Alabama banking corporation

By: *Jason Phillippe*
Name: Jason Phillippe
Its: Senior Vice President

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, Notary Public in and for said County in said State or for the State at Large, hereby certify that **Jason Phillippe**, whose name as Senior Vice President of **REGIONS BANK**, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand this the 8th day of February, 2018.



Kelly A. Close
Notary Public
My commission expires: 04/28/2020

{H0376085.6}

[SIGNATURE PAGE OF RCEF TO CREDIT AND SECURITY AGREEMENT]

BANK:

**REGIONS COMMERCIAL
EQUIPMENT FINANCE, LLC**, an
Alabama limited liability company

By: Janis Raven Worthy
Name: Janis Raven Worthy
Its: Assistant Vice President

STATE OF ALABAMA)
COUNTY OF St. Clair)

I, the undersigned, Notary Public in and for said County in said State or for the State at Large, hereby certify that Janis Raven Worthy whose name as AVP of **REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 7th day of February, 2018.

April Fairbank
Notary Public MY COMMISSION EXPIRES JANUARY 9, 2022
My commission expires: _____

[NOTARIAL SEAL]

{H0376085.6}

EXHIBIT A

CERTIFICATE

Reference is made to that certain Credit and Security Agreement (the "Agreement") executed by **PINNACLE MANUFACTURING, LLC**, and **PINNACLE RENTAL & SUPPLY, LLC** (collectively, the "Borrower") in favor of **REGIONS BANK**, an Alabama banking corporation, and **REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC**, an Alabama limited liability company (collectively, "Bank"), on or about January ____, 2018. Capitalized terms used but not defined herein shall have the meaning attributed to the same in the Agreement. Borrower hereby represents, warrants and covenants to and in favor of Bank as follows:

(1) no Default or Event of Default has occurred or is continuing under the Agreement or any of the other Loan Documents and no event of default (beyond all applicable cure period periods) has occurred under any other Debt owing by a Borrower;

(2) all representations, warranties and covenants contained in the Agreement and the other Loan Documents are expressly reaffirmed and restated as of the date hereof;

(3) Borrower does not have any matured or unmatured claim, offset or cause of action against Bank or its Affiliates arising under or in connection with the Loan Documents or the Liabilities;

(4) all financial statements, reports and other documents delivered to Bank in connection herewith is, as of the relevant date, true and complete in all material respects and may be relied upon by Bank; and

(5) In connection with the annual financial statements or other financial information delivered in connection herewith, Borrower is currently in complete compliance with Section 8.5 and Section 8.6 of the Credit Agreement as evidenced by the calculations set forth on the schedule attached hereto.

[Signature page follows.]

[Signature page to Certificate]

BORROWER:

PINNACLE MANUFACTURING, LLC, an
Alabama limited liability company

By: Thomas I. Willingham, III
Name: Thomas I. Willingham, III
Its: Vice President and Secretary

PINNACLE RENTAL & SUPPLY, LLC, an
Alabama limited liability company

By: Thomas I. Willingham, III
Name: Thomas I. Willingham, III
Its: Vice President and Secretary

{H0376085.5}

EXHIBIT B
SCHEDULE OF EQUIPMENT AND FURNISHINGS

[INSERT]

{H0376085.6}

SCHEDULE 4.17

PATENTS

Pinnacle Manufacturing, LLC is the assignee of Patent No. 8,261,930 B2 dated September 11, 2012 for a portable tank

{H0376085.6}

SCHEDULE 4.18

PENDING LITIGATION

There are two (2) Actions pending against the Company, Jason Satterfield and Joby Satterfield as follows:

1. Suit was filed in the Circuit Court of Blount County, Alabama (Case No. 08-CV-2017-900095.00) styled Zach Smith vs. Pinnacle Manufacturing, LLC; Jason Satterfield; Joby Satterfield, alleging causes of action in tort and contract for the termination of the plaintiff's Independent Contractor Agreement. The defendants have filed a Petition for a Writ of Mandamus in the Supreme Court of Alabama, seeking to compel the trial judge to transfer the case to Marshall County, Alabama. Such petition is pending.

2. Suit was filed by the Company's general liability carrier and umbrella carrier in the United States District Court for the Northern District of Alabama (Case No. 2-17-cv-01630-JHE) in the case styled Monroe Guaranty Insurance Company and FCCI Insurance Company vs. Pinnacle Manufacturing, LLC; Joby Satterfield; Jason Satterfield; and Zach Smith, seeking a declaratory judgment to the effect that the two plaintiff insurance companies have no duty to indemnify or defend the defendants in the suit described in Item 1 above.

{H0376085.6}