

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made to be effective as of November 19, 2021, between and among Duramax Holdings LLC, an Ohio limited liability company ("Buyer") and Otto Environmental Systems North America, Inc., a Delaware ("Otto Environmental"), Otto Industries North America, Inc., a Delaware corporation ("Otto Industries") and OCM Solutions, LLC, a Delaware limited liability company ("OCM") (collectively, Otto Environmental, Otto Industries and OCM are referred to herein as "Sellers").

RECITALS

- A. Sellers are the owners and operators of a plastic injection molding business commonly known as "Otto Environmental" (the "Business").
- B. Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer, certain assets used in the Business owned by Sellers, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration the receipt of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein by reference as though fully rewritten herein.

2. **Purchase and Sale.** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as hereinafter defined), Buyer shall purchase and acquire from Sellers, and Sellers shall sell, transfer, assign and deliver (or cause to be sold, transferred, assigned and delivered) to Buyer, all of the assets of the Business (collectively the "Purchased Assets"), free and clear of all liens and encumbrances and including, but not limited to, all right, title and interest of Sellers, in, to and under the following:

(a) **Personal Property.** All tangible personal property and interests therein, including machinery, equipment, furniture, office equipment, communications equipment, computer equipment, vehicles, spare and replacement parts, fuel and other tangible personal property held, used or useable in connection with the Business, wherever located, including such property listed on Exhibit 1.

(b) **Inventory.** All inventories of the Business at the date of Closing;

(c) **Contract Rights.** All rights under the contracts, agreements, leases, permits and licenses (to the extent such permits and licenses are transferrable under applicable law), commitments, sales and purchase orders and other instruments listed on

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties as of the date first above written.

(Sellers)

(Buyer)

**OTTO ENVIRONMENTAL SYSTEMS
NORTH AMERICA, INC.**

By: Eric Klein
Name: Eric Klein
Title: Authorized Representative

DURAMAX HOLDINGS LLC

By: _____
Name: _____
Title: _____

**OTTO INDUSTRIES NORTH
AMERICA, INC.**

By: Eric Klein
Name: Eric Klein
Title: Authorized Representative

OCM SOLUTIONS, LLC

By: Eric Klein
Name: Eric Klein
Title: Authorized Representative

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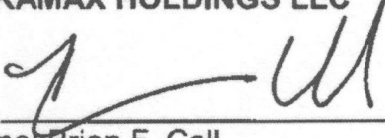
(Sellers)

(Buyer)

**OTTO ENVIRONMENTAL SYSTEMS
NORTH AMERICA, INC.**

DURAMAX HOLDINGS LLC

By: _____
Name: _____
Title: _____

By:  _____
Name: Brian F. Coll
Title: Chief Executive Officer

**OTTO INDUSTRIES NORTH
AMERICA, INC.**

By: _____
Name: _____
Title: _____

OCM SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

BFC