



New-Dealer Application

Dealership (Legal Name): _____

DBA (if applicable): _____

Business Manager: _____ Date: _____

_____ * Dealer Information Sheet including Wells Fargo Account # and Credit Line

_____ * Service Manager's Site Assessment (Business Manager will Schedule)

_____ * (Step 1: Wells Fargo & Service Assessment approvals required)

_____ Dealer Agreement

_____ ⌚ Business Manager: Complete Exhibit B – List Primary Counties.

_____ Guaranty (Personal Financial Statement less than 6-months old)

_____ Warranty Labor Set-up Form

_____ 5-Copies of Customer Invoices with Labor Rate

_____ EVCI Diagnostic – Tool Program Policy Agreement

_____ Tax-exempt Resale Certificate (Copy of Dealer's State Certificate)

_____ W-9

_____ ACH – Dealer Application Form

_____ Corporation: Articles of Incorporation

_____ LLC – Operating Agreement

_____ Partnership – Partnership Agreement

_____ Outdoor Illuminated Signage

_____ Business Financial Statements (Balance Sheet & Income Statement) Last two years.

_____ **OR:** Business Tax Returns (Previous two years)

_____ Dealer Development Action Plan (Copy to Marketing)

_____ Proposed Counties: Primary & Secondary (Business Manager to review with Dealer)

_____ Forecast by month and model (Business Manager to review with Dealer)



L S Tractor USA, LLC
6900 Corporation Parkway, Battleboro, NC 27809
Phone 252-984-0700
Fax 252-984-0701

Dealer Information Sheet
Business Information

Dealership Trade Name or DBA _____

Principal Owner _____

Business Location Address _____

City: _____ State: _____ Zip: _____ County: _____

Tel# _____ Fax _____

Mailing Address _____

City: _____ State _____ Zip _____

Website _____ Email _____

Ownership Type: _____ Proprietorship _____ Partnership _____ Incorporation

Parts Manager/Personnel _____ Tel# _____

Service Manager/Personnel _____ Tel# _____

☐ **Delivery Address:** (If the delivery address is different from the above business location address)

City: _____ State _____ Zip _____

☐ **Hours of operation**

Weekday _____ Saturday _____ Sunday _____

☐ **Loading Dock:** Yes ☐ / No ☐

☐ **Wells Fargo:** Account No. _____ Credit Line: _____

Section A. Current Business Information

Type/Nature of Current Business _____

<u>Equipment Brands Currently Sold</u>	<u>Since Year</u>	<u>Approx. Annual \$ Sales</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date business came under present management/ownership: Month _____ Year _____

Prior Employment and/or business ownership.

Position	Firm	City/State	From/To	Type of Business

Section B/ Business Infrastructure

Real Estate. Please provide detail information on all real estate owned by you/ or by the business.

Description/Size & Location	Date Purchased	Name Titled	Purchase Cost	Assessed Value	Mortgage

Information about your business property and staff.

Showroom Area	Covered	Yes___No_____sq. ft.
Display of Equipment	Front Area	Yes___No_____sq. ft.
Workshop Area	Covered	Yes___No_____sq. ft.
Parts Area	Covered	Yes___No_____sq. ft.
Number or Salesmen Employed	_____	Number of Service people _____

Number of Parts people _____ Number of Office staff _____

Major Highway Access Yes___No___ Miles from Highway _____

Do you have any plans to added on or change the appearance of your property, please give a brief description_____

Section C. Certification

I/We certify that the above information is true to the best of my/our knowledge and belief.

I understand that LS Tractor USA, LLC may use the above information to make a decision about my Dealership application with LS Tractor USA, LLC.

Date_____

Name_____

Signature_____

(Owner/Partner/Officer of the Company)

**For LS Tractor USA, LLC
Internal Use Only**

Financial Information: To process your application, please submit the following documents:

- ⌚ **Personal Financial.** Please provide documents less than 6 months old for all principals (owners)
‘AND’
- ⌚ **Business Financial.** Please provide financial statements (both the income statement and the balance sheet) for two prior year-end and current year interim financial statements.
‘OR’
- ⌚ **Complete Business Tax Returns.** Entire returns for the last two years and all supporting schedules

Other Information: Please include appropriate documents if your company is listed as follows:

- ⌚ Corporation – Articles of Incorporation
- ⌚ LLC – Operating Agreement
- ⌚ Partnership – Partnership Agreement



DEALER AGREEMENT

This Dealer Agreement (the “Agreement”) is made and entered into as of _____, 202_ (the “Effective Date”) by and between LS Tractor USA, LLC, a Delaware limited liability company (the “Company”) and the dealer appointed by this Agreement, whose name and address is identified on the signature page of this Agreement (the “Dealer”).

WHEREAS, the Company is a distributor of LS® brand sub-compact, compact and utility tractors, attachments, implements and related equipment (collectively, “Equipment”), together with replacement parts (“Parts”) for such Equipment (collectively, “Products”);

WHEREAS, the Dealer is an independent retail merchant and desires to non-exclusively purchase the Products from the Company for resale to its customers and to provide maintenance and repair services on the Products (“Services”) to its customers and others who require Services for their Products; and

WHEREAS, capitalized terms used in this Agreement that are not otherwise defined shall have the meaning set forth in Exhibit A;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. APPOINTMENT

1.1 Scope of Appointment. For the term of this Agreement, and subject to all of the terms and conditions of this Agreement, LS Tractor hereby grants to the Dealer the following rights:

(a) to market, promote, sell, lease, rent and distribute the Products solely from the authorized Dealer locations (“Authorized Locations”); and

(b) to provide Services relating to the Products, including Services necessary to repair Products under the Company’s Limited Warranty (“Warranty Services”) for which the Dealer is entitled to receive reimbursement by the Company in accordance with the Company’s policies in effect from time to time (each, a “Policy” and, collectively, the “Policies”).

In connection with the appointment set forth in this Paragraph 1.1, the Dealer is authorized to use the Company’s trademarks and related intellectual property rights and materials (as provided in Section 12) (the “Licensed Trademarks”).

1.2 Acceptance; Policies Are Part of Agreement. The Dealer accepts this appointment and agrees that the relationship between the Dealer and the Company is governed by the terms and

conditions of this Agreement, as well as by Policies announced from time to time by the Company, whether set forth in a written Policy delivered to all dealers or as may be set forth on the “dealer portal” accessed through the Company’s website, (the “Dealer Portal”). All Policies announced by the Company shall be deemed binding on the date of the Dealer’s receipt of a copy of the Policy delivered to all dealers by U.S. Mail, overnight courier service (such as FedEx or UPS) or electronic mail, or five (5) days after posting if posted on the Dealer Portal. All of the Company’s Policies in effect from time to time shall be deemed incorporated into this Agreement by reference. The Company reserves the right to modify the Policies after the Effective Date in its sole and absolute discretion so long as such modified Policies do not materially and adversely limit or effect the rights granted to the Dealer under this Agreement.

2. TERRITORY; AUTHORIZED LOCATION; FACILITIES

2.1 Primary and Secondary Territories. The Company has established non-exclusive territories (each, a “Territory”) for its authorized dealers to (i) focus each dealer’s sales and marketing efforts, (ii) enhance Warranty Service in the area, (iii) achieve better measurement of each dealer’s performance, including achievement of market share requirements, (iv) increase end-user satisfaction with the Products, and (v) maximize the goodwill associated with the Company’s Products and the LS® brand. The Territory granted to the Dealer by this Agreement is set forth in Exhibit B to this Agreement and is also set forth in the Marketing Development Plan developed by the Company annually with the Dealer’s assistance. The Territory consists of (a) the Primary Territory, in which the Dealer shall actively promote, market and sell the Products, and (b) the Secondary Territory, in which the Dealer may, but is not required, to promote, market and sell the Products.

2.2 Sales Outside of Territory; U.S. Sales Only. The Dealer may sell Products to customers outside of the Territory, but all such sales shall be subject to the Company’s Policy on Sales Outside of Territory, as modified from time to time. Under no circumstances shall the Dealer intentionally sell the Products for use outside of the United States, without the Company’s express, prior written consent.

2.3 Authorized Location. The Company hereby grants to the Dealer the right to market and sell the Products and provide Services only from the Authorized Location(s) identified in Exhibit B. The Dealer may not move its business to another location without the express, prior written consent of the Company.

2.4 Product Changes. The Company, from time to time, may make changes or improvements at any time in the specifications, manufacturing techniques, color and design of Products and shall incur no obligation to the Dealer or the Dealer’s customers in connection with such changes and improvements.

2.5 Product Discontinuation. The Company reserves the unfettered right, at any time and without any liability to the Dealer, to discontinue any model(s) of Equipment or any Product line.

3. GENERAL DEALER OBLIGATIONS

3.1 Maintenance of Facilities. The Dealer shall maintain its facilities in such a manner as to be attractive and welcoming to customers.

3.2 Signage at Facilities. The Dealer at its expense shall maintain such exterior and interior signage at its facility, identifying the facility as the location of an authorized LS® dealer, as the Company may require from time to time.

3.3 Inspection of Facilities, Inventory and Records; Audit. The Dealer hereby authorizes the Company to inspect its facilities, on not less than twenty-four (24) hours' notice to the Dealer, to (i) allow the Company to confirm that the facilities satisfy the requirements set forth in this Agreement or in any Policy, (ii) confirm that Dealer is maintaining and displaying the Products in accordance with this Agreement, (iii) examine the Dealer's Product inventory, (iv) examine and test Equipment at the Dealer's facility to confirm that it has not been modified, (v) examine and audit the Dealer's books and records and related supporting data, and (vi) make copies of all such books and records.

3.4 Sales and Other Reports. The Dealer shall maintain and provide to the Company upon request current reports of Equipment and Parts sales, owner registration, inventory, service and warranty reports, summaries of promotional activities and such other information and reports as the Company may reasonably request or as may be required by any Policy.

3.5 Records Retention. The Dealer shall maintain for at least two (2) years all original records and documents relating to Product sales and Services performed, as well as all records supporting the Dealer's request for reimbursement or payment for co-op advertising, warranty Services and other payments to be made by the Company to Dealer.

3.6 Notify Company of Issues. The Dealer shall promptly notify the Company of (i) any material complaints or claims, or any safety issues that come to light, concerning the Company or the Products, and (ii) any competitive conditions or customer behavior that may adversely affect the Company or its reputation or that reasonably may damage the LS® brand.

4. PRODUCT SALES

4.1 Dealer's Sales Responsibilities. The Dealer shall use its best efforts to sell, and to promote the sale of, the Products in the Primary Territory. Without limiting the foregoing, the Dealer shall be responsible for the following:

(a) Advertising and Promotion. Subject to Paragraph 4.9, the Dealer shall engage in aggressive and effective marketing and promotional activities, including advertising in appropriate media serving the Primary Territory. The Dealer also shall display and distribute current sales literature and brochures relating to the Products at its Authorized Location(s). In addition, the Dealer shall maintain a website for its business that prominently displays the Products. The Dealer's use of Licensed Trademarks on its website and in other marketing and advertising materials shall be subject to the Company's Policies in effect from time to time.

(b) Market Share Requirements. The Dealer shall cooperate with the Company in developing market share targets to be set forth annually in the MDP and shall use its reasonable best efforts to achieve such market share targets. The Dealer's failure to satisfy at least ninety percent (90%) of such market share targets by the target dates set forth in the MDP shall be deemed a breach of this Agreement and may result in the Company terminating this Agreement, after giving the Dealer ample opportunity to cure such breach, in the manner set forth in Paragraph 13.5. Notwithstanding any other provision of this Paragraph 4.1(b), a Dealer shall not be in breach of this Paragraph if the Company is unable to supply adequate inventory due to supply chain disruptions or similar issues.

(c) Compliance with MAP Guidelines. In conducting any advertising relating to individual Products, whether in traditional media or on the Dealer's website or third-party websites, the Dealer shall not advertise individual Products at prices below the Minimum Advertised Price (MAP) established for each Product, as such prices are published by the Company from time to time. To the extent that the Dealer advertises "package pricing" on multiple items of Equipment, the Dealer's pricing shall comply with the MAP guidelines relating to package pricing, as set forth in the Company's Advertising Policy, as modified from time to time. Repeated violation of MAP guidelines may result in loss of co-op advertising benefits or quarterly dealer incentives, in accordance with the Advertising Policy, and ultimately may result in termination of this Agreement in accordance with Paragraph 13.6.

(d) Sales Staff. The Dealer shall employ adequate sales staff, who have been properly trained with respect to the attributes and safe operation of the Equipment and each of the Products. Sales staff shall attend such training sponsored by the Company from time to time at the Dealer's expense. Sales staff shall respond promptly to inquiries from customers.

4.2 Inventory and Display Requirements; Competitive Products. The Dealer shall order and maintain in stock a sufficient inventory of Products reasonably necessary to achieve the market share targets set forth in the MDP, and the Dealer shall display such Products prominently at its Authorized Location. If the Dealer carries other product lines that are competitive with the Company's Products, the Dealer shall display the Products no less prominently than the Dealer displays the competing products, and shall market and promote the Products no less aggressively than the Dealer markets and promotes the competing products.

4.3 Dealer Pre-Delivery and Post-Delivery Duties. To achieve the highest degree of consumer satisfaction and to assure the proper and safe operation of the Equipment and Products, the Dealer shall satisfy the following requirements:

(a) Product Setup. Before delivery of a Product to a customer, the Dealer shall perform such adjustments, installations or servicing of the Product as may be required by procedures and Policies prescribed by the Company from time to time.

(b) Inspection of Products. The Dealer shall perform all necessary inspections of the Products prior to delivery to the customer to assure that all Products sold are in merchantable condition, and that all Equipment operates safely and in accordance with Product specifications.

(c) Product Literature. The Dealer shall provide to each purchaser of Equipment the appropriate owner's manual and related documents covering operation, maintenance, warranties and other matters as specified by the Company from time to time.

(d) Operating Instructions. Prior to final delivery of any Equipment to a customer, the Dealer shall instruct the customer on the safe and proper operation of the Equipment and shall inform the customer of maintenance requirements for the Equipment.

(e) Reporting of Accidents; Malfunctions. The Dealer promptly shall notify the Company of any reports of accidents or injuries involving Products of which the Dealer may become aware, including, if available, information relating to purported performance failures or malfunctions of any Product.

(f) Post-Delivery Requirements. The Dealer shall perform such post-delivery inspections and adjustments to Products as may be prescribed by the Company from time to time.

4.4 Product Labels; Serial Numbers. The Dealer shall not modify or remove any warning labels or serial numbers attached to any Product.

4.5 Attachments or Accessories. The Dealer shall install or attach to the Equipment only those attachments or accessories authorized by the Company for use with each item of Equipment, and shall not sell, install or attach attachments or accessories to any Equipment not designed for use with that item of Equipment or that are beyond the rated capacity of that Equipment.

4.6 Prohibited Modifications to Products. The Dealer shall not modify any Equipment or other Product without the Company's express, prior written consent.

4.7 Retail Sales Only. The Dealer is authorized to sell Products to retail customers only, except for occasional sales to the Company's other authorized dealers.

4.8 No Internet Sales. The Dealer shall not effect sales of Products on or through any Internet website, including, but not limited to, auction-type websites, unless the Company expressly consents in writing to such sales, in advance.

4.9 No Deceptive Practices. The Dealer shall conduct business in a manner that reflects favorably at all times on the Dealer, the Company and the LS® brand. The Dealer shall not engage in advertising, promotional efforts or other business practices that are unethical, deceptive, misleading, fraudulent or in violation of any law, including, but not limited to "bait and switch" advertisements. Without limiting the generality of the foregoing, the Dealer shall not make any statement or cause any advertisement to be published that misstates the capabilities of any Product or misleads a customer or potential customer about the price of any Product, the financing available on a Product or the applicability of sales tax, use tax or other taxes with respect to any transaction involving a Product. In addition, the Dealer shall not use advertising slogans such as "we will not be undersold", "low price guarantee", "no reasonable offer refused" or similar slogans if, to do so, would violate the requirements of federal, state or local law. Further, the Dealer shall not advertise

financing terms unless the advertisement fully discloses all relevant financing terms as may be required by federal or state law, including, but not limited to, Regulation Z issued by the Federal Reserve Board.

5. SERVICE OF PRODUCTS

5.1 Customer Support. The Dealer shall provide quality customer support and Service post-sale for all Equipment and other Products, whether the Products were originally sold by the Dealer or were purchased by the customer from another authorized dealer.

5.2 Adequate Parts Inventory. The Dealer shall order and maintain in stock a level of Parts inventory reasonably adequate to provide Service on the Products, including Warranty Service, in order to promptly maintain and repair Products, minimize the time that the Products spend in the shop and achieve the highest levels of consumer satisfaction. The Dealer shall use only new Parts obtained from the Company or sources authorized by the Company.

5.3 Tools and Manuals. The Dealer shall obtain and maintain at its expense at each Authorized Location such service tools and manuals as reasonably may be required to maintain and repair the Equipment.

5.4 Facility Requirements. The Dealer shall maintain at each Authorized Location adequate service and repair facilities in accordance with the Agreement and any Policy.

5.5 Service Technicians. The Dealer shall employ at all times a sufficient number of trained technicians to provide all Service reasonably anticipated to be required to satisfy customer demand. All technicians shall attend, at the Dealer's expense, the Company's "tractor school" and such other Company-sponsored training seminars as may be offered by the Company from time to time.

6. DEALER FINANCIAL OBLIGATIONS

6.1 Working Capital Requirements. Throughout the term of this Agreement, the Dealer shall maintain net working capital in amounts necessary for Dealer to comply with its obligations under this Agreement.

6.2 Financial Statements. The Company reserves the right to require the Dealer to provide to the Company, not more frequently than annually, copies of the Company's financial statements (consisting of at least a balance sheet and an income statement), establishing that the Dealer has adequate working capital to perform its obligations under this Agreement.

6.3 Wholesale Line of Credit. Dealer shall establish and at all times maintain an unrestricted wholesale line of credit for the purpose of purchasing Products in an amount reasonably acceptable to the Company in order to meet Dealer's inventory and sales obligations under this Agreement.

7. WARRANTY AND WARRANTY SERVICE OBLIGATIONS

7.1 Warranty Obligations. The Company's warranties covering Products are set forth in the Limited Warranty furnished by the Company with respect to those Products. Dealer is not authorized to extend any additional warranties on the Products except for any extended warranty products that the Company may expressly authorize in writing from time to time.

7.2 Obligations Upon Sale. At the time any Product is sold at retail under this Agreement, Dealer shall (i) deliver to and review with the customer the Company's Limited Warranty for such Product in effect as of the time of sale, and (ii) have the customer complete the warranty registration documentation provided by the Company and submit the same to the Company within ten (10) days following the sale.

7.3 Acceptance of Products for Warranty Service. The Dealer shall accept all customer requests for Warranty Service on a Product, regardless of whether the customer purchased that Product from the Dealer. The Dealer shall perform such Warranty Service promptly and in accordance with standards prescribed by the Company from time to time. The Dealer shall be entitled to reimbursement for Warranty Service performed in accordance with the Company's then-prevailing Policies.

7.4 Notify the Company of Delays in Warranty Service. The Dealer shall notify the Company as soon as reasonably possible in the event that the Dealer determines that a Product brought to the Dealer for Warranty Service may remain in the Dealer's shop for a period of greater than thirty (30) days.

8. TERMS OF PURCHASE; SECURITY INTEREST

8.1 Purchases of Product. Subject to any dealer floor planning arrangement or other inventory financing arrangement to which the Company may have agreed, all sales by the Company to the Dealer shall be on a cash basis or on such credit terms as the Company may establish from time to time, provided that, with respect to Products sold on credit the Dealer must execute and deliver any and all documents necessary to grant to the Company a purchase money security interest in such Products and to allow the Company to perfect its security interest in the Products pursuant to the terms of Paragraph 8.3. To the extent, if any, that the Company guarantees the Dealer's payment or other obligations under any credit facility provided by a third party (such as under any "floor planning" loan or other inventory financing arrangement), the Dealer shall promptly remit payment to the Company of any and all amounts that the Company may pay to such third party lender pursuant to such guaranty. The Dealer's obligation to pay all such amounts shall be secured by the provisions of Paragraph 8.3.

8.2 Interest on Past Due Accounts. All past due accounts shall be subject to interest on any unpaid balance at the rate of one and one-half percent (1.5%) per month (or eighteen percent (18%) per annum).

8.3 Security Interest. The Company shall have a security interest in all Products purchased from the Company, as follows:

(a) Grant. To the extent the Dealer owes any outstanding balance to the Company at any time, the Dealer hereby grants to the Company, its successors and assigns, a first and prior lien and security interest in and to (i) any and all Equipment, service Parts, accessories, attachments and other Products purchased or acquired by the Dealer from the Company; (ii) any Equipment acquired by the Dealer by way of trade-in exchange or similar type of transaction as partial payment or in place of the Equipment, service Parts, accessories, attachments and other Products purchased or acquired by the Dealer from the Company, together with all proceeds of sale, whether represented by cash, note, accounts receivable or otherwise (collectively, the "Collateral"). The Dealer hereby appoints the Company as its agent and authorizes the Company to execute and file UCC-1 Financing Statements in the state and county(ies) in which the Dealer conducts business.

(b) Records. The Dealer shall keep accurate records of the receipt, location, sale or other disposition of the Collateral and furnish such records, or copies thereof, to the Company upon request. The Dealer also shall keep, prior to a bona fide sale to a third party, all the Collateral at the Dealer's Authorized Location and may not move the Collateral to any other location without first receiving the Company's express, prior written consent.

(c) Sales of Collateral. The Dealer shall be permitted to sell for fair value the Collateral in the regular course of business, but the lien upon or title to the Collateral shall remain with the Company until the proceeds from such sales are actually paid to and received by the Company. Pending such payment and delivery to the Company, all such proceeds in whatever form shall be held by the Dealer separate from all other assets and in trust for the benefit of the Company.

(d) Indebtedness in Excess of Collateral. Whenever the indebtedness owed by the Dealer to the Company exceeds the Collateral that the Dealer has on hand, the Dealer shall immediately pay the Company an amount necessary to reduce the indebtedness owed by the Dealer to the Company to an amount equal to the value of the Collateral on hand at such time, as determined by invoice value. If Dealer does not immediately make such payment, the Company shall have the right to declare all of the Dealer's indebtedness to the Company immediately due and payable and, in that event, such indebtedness shall then be subject to the monthly interest rate set forth in Paragraph 8.2 or the interest rate specified in any promissory note that the Dealer may have given to the Company.

(e) Default by Dealer. In case of default of any kind by the Dealer, the Company shall have the right to the immediate possession of all funds or assets held in trust, and all such Collateral may be sold pursuant to applicable law with the proceeds distributed in the following order of priority: (i) first, to the costs and expense of taking, keeping, preparing and selling such Collateral (including reasonable attorneys' fees, collection fees, and other necessary expenses of advertising and selling), (ii) second, to the payment of all debts owed by the Dealer to the Company, including all interest thereon, and (iii) third, to the Dealer.

(f) Insurance on Collateral. The Dealer shall keep all of the Collateral fully insured against loss or damage of every kind in the full replacement value thereof, with the Company listed as an additional insured. The Dealer shall pay all taxes, license fees and charges

of every kind related to the Collateral, and the Dealer shall not create or permit any liens or encumbrances of any kind on the Collateral except any lien in favor of the Company. Should the Company, in the exercise of its discretion, or in any manner, be required to pay such taxes, insurance premiums or other items against the Collateral, the Dealer shall immediately reimburse in cash all such sums paid by the Company, together with the interest on the unpaid balance at the rate set forth in Paragraph 8.2 of this Agreement.

(g) Additional Documents. The Dealer agrees to execute such additional security agreements, financing statements or other documents that the Company may request or demand to assure that the Company may at all times have legal title and a first lien upon the Collateral together with the proceeds thereon, to the full extent of all indebtedness owed by the Dealer to the Company.

(h) Termination of Dealer Agreement. The termination of this Dealer Agreement for any reason shall not affect the security provisions in this Section 8, which will continue and remain in full force and effect until Dealer has paid in full all indebtedness secured.

9. INSURANCE

9.1 Minimum Insurance Requirements. In addition to the insurance required by Paragraph 8.3(f), throughout the term of this Agreement, the Dealer shall also maintain a minimum of the following insurance:

(a) Workers' Compensation Insurance. The Dealer will maintain such workers' compensation insurance as may be required by the law of the state in which Dealer's business is located.

(b) Comprehensive General Liability Insurance. The Dealer shall maintain an occurrence-based policy of Comprehensive General Liability insurance (including Products and property Damage Liability), which shall include a maximum per occurrence deductible of Twenty-Five Thousand Dollars (\$25,000), a minimum liability limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for personal injury claims, and a minimum liability limit of One Hundred Fifty Thousand Dollars (\$150,000) for property damage claims. Upon request, the Dealer shall furnish to the Company certificates of such insurance, which shall provide for at least thirty (30) days' prior written notice to the Company of any increase in deductible amounts or the cancellation, lapse or expiration of the policy.

9.2 Other Insurance. The insurance that the Company requires the Dealer to purchase under this Section 9 is not the only insurance that the Dealer should maintain with respect to its business, and the Company does not represent or warrant that the required insurance, or the minimum limits required, is adequate to protect the Dealer and its business. The Dealer should consult with its own insurance advisers to determine the Dealer's minimum insurance needs.

10. INDEMNIFICATION

10.1. By Dealer. The Dealer shall indemnify, defend and hold the Company and its officers, directors, members, employees and agents (the “Company Indemnitees”) harmless against any and all claims, demands, damages, costs, expenses, liabilities, judgments and any other obligations or charges of any kind or nature (including without limitation reasonable attorneys’ fees and expenses) (collectively, “Claims”) which are asserted against or incurred by the Company Indemnitees, directly or indirectly, in connection with or as a result of: (i) any action or omission by the Dealer (or any of its agents, employees, officers or owners) relating to the sales, repair, service, storage, maintenance, replacement or alteration of any Equipment, service Parts, accessories, attachments, implements or other Products sold by the Company to the Dealer under this Agreement, (ii) any breach of any representation, warranty, or covenant of the Dealer under this Agreement, and (iii) any Claim that the Licensed Trademarks infringe the intellectual property rights of any third party, provided that Dealer has used the Licensed Trademarks only as authorized by this Agreement. The foregoing provisions of this Paragraph 10.1 notwithstanding, the Dealer shall not be required to indemnify the Company Indemnitees for any Claims based on alleged defects in manufacturing or design of the Company’s Products. The indemnification obligations in this Paragraph 10.1 shall survive the termination of this Dealer Agreement

10.2 By Company. The Company shall indemnify, defend and hold the Dealer and its officers, directors, shareholders, members, partners, employees and agents (the “Dealer Indemnitees”) harmless against any and all Claims which are asserted against or incurred by the Dealer Indemnitees, directly or indirectly, in connection with or as a result of: (a) any action or omission by the Company (or any of its agents, employees or officers), (b) Claims by third parties asserting that Equipment, service Parts, accessories, attachments, implements or other Products sold by the Company to the Dealer under this Agreement, suffer from alleged defects in manufacturing or design, (c) Claims asserted against the Dealer Indemnitees by customers of the Dealer, based on faulty or ineffective repairs or service on a customer piece of Equipment, where the repairs or service in question were in fact performed by the Company’s personnel or, if performed by the Dealer’s personnel, were made at the express direction of the Company and in the specific manner directed by the Company’s personnel, and (d) any breach of any representation, warranty, or covenant of the Company under this Agreement. The indemnification obligations in this Paragraph 10.2 shall survive the termination of this Dealer Agreement

11. CONFIDENTIALITY

11.1 Generally. Each party hereto (the “Recipient”) acknowledges and agrees that during the term of this Agreement, it will come to have knowledge of Confidential Information (as defined below) which is owned by the other party (the “Disclosing Party”) and which is used in the operation of the Disclosing Party’s business. The Recipient shall not, directly or indirectly, (i) disclose, or cause or allow to be disclosed, any Confidential Information, except to its employees, attorneys and professional advisors on a need-to-know basis, or (ii) use, or cause or allow to be used, any Confidential Information in any way other than for purposes of this Agreement (including enforcement), except with the express, prior written consent of the Disclosing Party. In addition, all material containing Confidential Information supplied to the Dealer by the Company or otherwise received by the Dealer concerning the Company or the Products shall remain the sole

and exclusive property of the Company and shall be promptly returned to the Company (including all copies) following expiration or termination of this Agreement. This Section 11 shall survive the expiration or termination of this Agreement.

11.2 “Confidential Information” Defined. As used herein, the term “Confidential Information” shall mean, collectively, trade secrets, customer lists, price lists, files, records, documents, samples, catalogs, drawings, specifications, literature, secret plans, projects, marketing, production, manufacturing and sales techniques, financial statements, financial data, technical information relating to the Products (including new and future Products), business plans, business methods, techniques and operations. “Confidential Information” shall also include this Agreement and all Company Policies. Notwithstanding the foregoing, “Confidential Information” shall not include information that has been voluntarily disclosed to the public by the Disclosing Party or independently developed and disclosed by others who are not under a confidentiality obligation to the Disclosing Party, or that otherwise enters the public domain through lawful means, not in violation of the provisions of this Section 11.

11.3 Injunctive Relief. The Recipient acknowledges that the Confidential Information has been established and maintained by the Disclosing Party at great expense and is of great value, and that the Disclosing Party would suffer great loss and injury if the Confidential Information were disclosed or used in any way. Accordingly, the Disclosing Party shall be entitled to obtain injunctive relief, as well as damages, as a result of any threatened or actual disclosure of Confidential Information.

12. LIMITED TRADEMARK LICENSE

12.1 Grant of License. The Company hereby grants the Dealer a non-exclusive, nontransferable, royalty-free, limited license to use the Company’s trademarks, trade names, service marks, logos and associated intellectual property (collectively, the “Licensed Trademarks”) as required to perform its duties as a dealer of the Company’s Products, and subject to the terms and conditions governing the use of the Licensed Trademarks provided to the Dealer by the Company from time to time and as set forth in any Policy from time to time. The license granted by this Paragraph 12.1 shall immediately terminate upon the termination of this Agreement for any reason. The Dealer shall be permitted to use the Company’s logo and images of the Products on the Dealer’s website, but only for purposes of promoting the sale of the Products and indicating that the Dealer is an authorized retail dealer of the Products.

12.2 No Use of Trademarks as Business Name or Related Use. Under no circumstances may the Dealer use the registered trademark LS® or the words “LS Tractor” or “LS Tractor USA” or similar words as part of the Dealer’s corporate or business name or as part of its website address (also known as the “Uniform Resource Locator” or “URL”) or as part of any other website or page on the Internet or on any social media website, without the express, prior written consent of the Company.

12.3 Other Prohibited Uses. The Dealer shall not: (i) assign or sublicense the Licensed Trademarks, (ii) manufacture or purchase objects bearing Licensed Trademarks from unlicensed sources or apply or have applied Licensed Trademarks to any merchandise that will be offered for

sale or provided as promotional items by Dealer or any other person, including, but not limited to clothing, hats or other apparel, toys, gifts or other sundry items.

12.4 Notice of Trademark Violations and Claims. The Dealer shall notify the Company promptly in writing of any suspected unauthorized use of the Licensed Trademarks, of any potential infringement of the Licensed Trademarks or of any claims challenging the Dealer's right to use the Licensed Trademarks.

12.5 Copyrights. The Dealer shall not copy any material from the Company's website or from printed documents provided by the Company without the Company's express, prior written consent.

13. TERM AND TERMINATION

13.1 Term of Agreement; Extension. Unless sooner terminated, the term of this Agreement (the "Term") commenced on the Effective Date and shall expire on December 31, 2022. The term shall be automatically extended for successive periods of one (1) year each (each, an "Extended Term") unless one party, not less than ninety (90) days prior to the expiration of the Term or the then-current Extended Term, gives written notice to the other party of its desire to not extend the Term or Extended Term.

13.2 Replacement Agreement. In the event that the Company offers to all authorized dealers in the state in which the Dealer conducts its business a new Dealer Agreement or an amendment to this Agreement (the "Replacement Agreement"), the Company shall provide the Dealer with not less than ninety (90) days' prior written notice of such Replacement Agreement and shall provide the Dealer with a copy of the Replacement Agreement. The failure by the Dealer to return to the Company an executed copy of the Replacement Agreement within such 90-day period shall be deemed "good cause" for the Company to terminate this Agreement effective upon the end of the 90-day period.

13.3 Termination for Breach -- Generally. Subject to the requirements of state law in the state in which the Dealer conducts business, and subject to the provisions of Paragraphs 13.4, 13.5, 13.6 and 13.7, in the event of a material breach of this Agreement by either party, the nonbreaching party may terminate this Agreement in accordance with this Paragraph 13.3. In the event of a breach, the non-breaching may deliver to the breaching party a notice of termination indicating that the Agreement will terminate ninety (90) days after receipt of the written notice and listing the reasons for termination. Upon receipt of the notice of termination, the breaching party shall have sixty (60) days from receipt to fully cure the identified breach and avoid termination.

13.4 Termination for Habitual Breach. Subject to the requirements of state law in the state in which the Dealer conducts business, in the event that either party has habitually committed the same type of breach of this Agreement, the non-breaching party shall have the right to terminate this Agreement on thirty (30) days' written notice, without any further opportunity on the part of the breaching party to cure. A party shall be deemed to have "habitually committed the same breach" if that party has received, on not less than three (3) prior occasions prior to the occurrence of the current breach, a 90-day notice of termination for the same type of breach of this Agreement.

13.5 Termination for Failure to Achieve Market Share Target. If Dealer is in breach of Paragraph 4.1(b), the Company may, in its sole and absolute discretion, terminate this Agreement by giving the Dealer not less than ninety (90) days' prior written notice of termination. Dealer may cure its breach of Paragraph 3.1(b) by providing the Company, within sixty (60) days' of the Dealer's receipt of the Company's notice, a written plan to conform to the requirements of Paragraph 4.1(b) within twelve (12) months from the date of the Company's notice of termination. If the Dealer fails to perform in accordance with the Dealer's plan, the Company may terminate the Agreement on not less than thirty (30) days' written notice. In the event of any conflicts between the provisions of this Paragraph 13.5 and the provisions of Paragraph 13.3 or Paragraph 13.4, the provisions of this Paragraph 13.5 shall govern and control.

13.6 Termination for Multiple Violations of MAP Guidelines. In the event that the Company has given notice to the Dealer that the Dealer has violated Paragraph 4.1(c) of this Agreement by failing to comply with the Company's MAP Guidelines on not less than four (4) separate occasions in any twelve (12) month period (with each such notice being at least one (1) month apart from the next), the Dealer shall be deemed in breach of this Agreement. In the event of such breach, the Company may terminate the Agreement on not less than thirty (30) days' written notice. In the event of any conflicts between the provisions of this Paragraph 13.6 and the provisions of Paragraph 13.3 or Paragraph 13.4, the provisions of this Paragraph 13.6 shall govern and control.

13.7 Immediate Termination. Except as otherwise provided by law in the state in which the Dealer's business is located, the Company may terminate this Agreement immediately on written notice to the Dealer, and without prior notice or any cure period, upon the occurrence of any of the following:

(a) Misrepresentation or Fraud. The Dealer or anyone acting on the Dealer's behalf has (i) submitted false information or fraudulent documents in connection with the Dealer's application to become an authorized dealer; (ii) submitted false or fraudulent documents, or made misrepresentations, to the Company in connection with reimbursement requests under the Company's co-op advertising program or for the payment for the Dealer's performance of Warranty Services; or (iii) submitted false information or fraudulent documents or otherwise made misrepresentations to the Company in an attempt to defraud the Company.

(b) Criminal Behavior. Dealer or any of its principals has pleaded guilty to or has been convicted of a felony or any other criminal conduct that in the Company's opinion affects adversely the operation of Dealer's business, damages the Company's reputation or has damaged the LS® brand.

(c) Bankruptcy. The occurrence of (i) the filing of a voluntary or involuntary petition in bankruptcy by or against Dealer; (ii) an assignment by the Dealer for the benefit of its creditors; (iii) the commencement of dissolution, receivership or liquidation proceedings by or against the Dealer; or (iv) the levy of a writ of attachment on the Dealer.

(d) Failure to Operate Business. The failure of the Dealer to operate any Authorized Location for a period of ten (10) business days or more absent a governmental order or similar requirement that the Authorized Location remain closed, unless the Company shall first consent to such closure, in writing.

(e) Loss of Credit Line. The termination or suspension for a period of greater than thirty (30) days of Dealer's wholesale line of credit used to purchase the Company's Products.

(f) Closure or Loss of Business License. The Dealer permanently closes an Authorized Location without the express, prior written consent of the Company, or the Dealer's license, permit or authorization to conduct business is revoked, suspended or otherwise invalidated.

(g) Refusal to Allow Audit or Inspection. The Dealer or anyone acting on the Dealer's behalf (i) prohibits the Company from exercising its rights under this Agreement to inspect an Authorized Location and the inventory located therein in the manner permitted by Paragraph 3.3, or (ii) fails or refuses to allow the Company to audit Dealer's business and financial records pursuant to Paragraph 3.3.

(h) Death of Dealer or Principal. The death of the Dealer (if the Dealer is a sole proprietorship) or the death of a principal of the Dealer (if the Dealer is a corporation, limited liability company or partnership), unless the Company previously has approved a transition plan submitted by the Dealer to take effect upon such person's death.

(i) Change in Dealer Control. If the Dealer is an entity, any Change of Control.

(j) Assignment of Dealer Agreement. Any attempt by the Dealer to assign its rights under this Agreement in violation of Paragraph 16.5.

14. EFFECT OF TERMINATION

14.1 Dealer Obligations. Upon the expiration of the term of this Agreement, or upon its termination for any reason, the Dealer shall immediately: (i) cease representing itself to the public as an authorized dealer of the Company; (ii) remove any LS® signage from its premises, (iii) modify its website to remove references to the Products, the Company or the LS® brand; (iv) terminate any advertising that references the Products, the Company or the LS® brand; and (v) deliver to the Company all promotional literature and materials provided by the Company, as well as any sales records or service history records not previously delivered to the Company.

14.2 Payment Obligations. Upon termination of this Agreement for any reason, all indebtedness owed to the Company shall immediately become due and payable, and Dealer shall promptly pay the Company all sums owed.

14.3 Pending Orders. Pending orders placed by the Dealer prior to the termination of this Agreement shall immediately be deemed cancelled upon the termination of this Agreement for any reason unless the Company expressly agrees otherwise in writing. To the extent that, following

a termination of this Agreement, the Company is willing to ship any previously ordered Products to the Dealer, the Company may require payment in full as a condition to shipment.

14.4 Inventory Repurchase and Return Obligations. Within thirty (30) days following the termination of this Agreement, either party may request, by written notice to the other party, that all new, undamaged, saleable, current, complete and unused Products (including Parts) purchased from the Company (the “Repurchaseable Products”) be returned to the Company and that the Company repurchase such Products. In such event, the Company shall purchase the Repurchaseable Products within thirty (30) days after such notice. The terms of such repurchase shall be those on which the Dealer and the Company may agree, subject to the Company’s then current Policy on Repurchaseable Products and to the provisions of applicable state law, if any, in the state in which the Dealer’s business is located.

15. LIMITATION OF LIABILITY

15.1 No Consequential Damages. Each party disclaims and waives any right to recover consequential damages to which the party otherwise may be entitled resulting from the termination of expiration of this Agreement, whether based upon an alleged loss of anticipated sales or prospective profits or on any other theory.

15.2 No Punitive Damages. The parties hereby waive, to the fullest extent permitted by law, any right or claim to recover against the other party punitive or exemplary damages.

15.3 No Group Litigation. The parties agree that any and all dispute resolution proceedings, including litigation, arising from or relating to this Agreement shall be conducted on an individual basis only. Each party waives any right to assert any claims against the other party as a representative or member of any group or in connection with any class action, except where such waiver is prohibited by law or deemed by a court of law in the state in which Dealer’s business is located to be against public policy.

16. MISCELLANEOUS

16.1 Entire Agreement, Modifications. This Agreement sets forth the entire agreement between the parties hereto and fully terminates and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed by each of the parties.

16.2 Dealer is Independent Contractor; No Fiduciary Relationship. The Dealer is not an employee, agent or representative of the Company for any purpose. The Dealer is an independent contractor, and has no authority to do anything for or on behalf of the Company or any authority to bind the Company by any representation, statement, agreement, warranty or contract in any manner or form whatsoever. Neither party has any fiduciary relationship to the other.

16.3 Applicable Law; Venue; Severability. The existence, validity, construction and operational effect of this Agreement, and the rights and obligations hereunder of each of the parties,

shall be governed and determined in accordance with the laws of the State in which the Dealer's headquarters are located, and venue for any litigation arising between the parties shall lie exclusively in the State and federal courts of that State.

16.4 Binding Effect and Assignment. The covenants, agreements, representations, terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that the Dealer may not assign any of its rights or obligations hereunder without the prior written consent of the Company. The Company may assign this Agreement to any company affiliated with the Company or to any entity that succeeds to the interest of the Company

16.5 Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the provision found by such court to be unenforceable shall be deemed stricken from this Agreement and the remainder of the Agreement shall be enforced to the maximum extent permitted by law.

16.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter set forth herein, and supersedes any prior agreements or understanding, written or oral.

16.7 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient if sent by a nationally recognized overnight courier (charges prepaid) such as FedEx; or (c) on the third (3rd) business day after the date mailed to the recipient by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated after their signatures unless one party has notified the other of a change in address, which notification complies with the provisions of this Paragraph 16.8.

16.8 Waivers. The waiver by the Company of any breach or default by the Dealer of any provision of this Agreement shall not be deemed a waiver by the Company of any of its rights with respect to any other or subsequent breach or default by the Dealer.

16.9 Survival. The following provisions of this Agreement shall survive the expiration of the term of this Agreement and any termination of this Agreement: Section 10, Section 11, Section 14, Section 15 and Section 16 and Paragraphs 3.5, 4.4, 4.5, 4.6, 8.2, 8.3, 12.2, 12.3 and 12.5.

16.10 Review by Counsel. The Dealer acknowledges and agrees that it has had an adequate opportunity to have its attorney review this Agreement on its behalf and to obtain legal advice regarding the meaning of the provisions of this Agreement.

16.11 Headings. The headings of sections and paragraphs in this Agreement are for convenience of reference only and shall not be used in the construction, meaning or interpretation of any provision of this Agreement.

[Signature Page to Dealer Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed in duplicate as of the Effective Date by persons authorized to act on behalf of each party.

COMPANY:

LS Tractor USA, LLC,

a North Carolina limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Address: LS Tractor USA, LLC

6900 Corporation Parkway

Battleboro, North Carolina 27809

DEALER:

[Business Name of Dealer]

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Dealer is a:

- ☐ a corporation
- ☐ a limited liability company
- ☐ a general partnership
- ☐ a limited partnership
- ☐ a sole proprietorship

If an organization, Dealer is formed under the laws of the State of: _____.

EXHIBIT A

DEFINITIONS

The terms below, as used in the foregoing Dealer Agreement, have the following meanings:

“Authorized Location(s)” means the location(s) of Dealer’s business that the Company has identified as being suitable to carry out Dealer’s obligations under this Agreement. Authorized Locations are set forth in Exhibit B and as otherwise expressly approved by the Company in writing, from time to time, in the Company’s sole and absolute discretion.

“Change of Control” means one or more of the following: (i) if the Dealer is a sole proprietor, the withdrawal of that individual from the daily operation or control of the Dealer; (ii) if Dealer is a partnership or limited liability company, any change in the identities of its partners or members; (iii) if the Dealer is a corporation, any change in the beneficial ownership of shares in the Dealer if the result changes the persons who have voting control over the election of its board of directors; or (iv) any sale of all or substantially all of the Dealer’s assets.

“Claims” has the meaning set forth in Paragraph 10.1.

“Company” means LS Tractor USA, LLC.

“Confidential Information” has the meaning set forth in Paragraph 11.2.

“Dealer” means the dealer appointed by this Agreement, identified on the signature page of this Agreement.

“Dealer Portal” means that portion of the Company’s website at www.lstractorusa.com which is dedicated for use by authorized dealers and can be accessed by clicking on the hypertext link “Dealer Login”.

“Effective Date” means the date on which this Agreement became effective, regardless of the date(s) on which either party signed it.

“Equipment” means the LS® brand sub-compact, compact and utility tractors, attachments, implements and related equipment that the Dealer is authorized to distribute.

“Extended Term” has the meaning set forth in Paragraph 13.1.

“License Trademarks” has the meaning set forth in Paragraph 12.1.

“Limited Warranty” means the terms of the specific limited product warranty that the Company issues, through its authorized dealers, to end-users who purchase Equipment from dealers.

“Marketing Development Plan” means the plan setting forth the Dealer’s Territory, sales forecasts, historical sales by the dealer, by the Company and by the industry as a whole, including a Parts sales history, as well as such other information as the Company may determine is appropriate from time to time.

“MDP” means the Marketing Development Plan.

“Parts” means replacement parts for the Products.

“Policy” or “Policies” means the official policies relating to dealer operations, Product sales and Service and related matters, as the Company may adopt from time to time.

“Primary Territory” means the territory (typically consisting of adjacent counties) in which the Dealer will primarily conduct business. The Dealer’s Primary Territory is depicted in Exhibit B.

“Products” means those items of equipment that the Company is authorized to distribute in accordance with this Agreement, including Parts.

“Repurchaseable Products” has the meaning set forth in Paragraph 14.4.

“Secondary Territory” means the territory outside of the Primary Territory in which the Dealer may conduct some business, but in which the Dealer is not expected to advertise or promote the Products. The Dealer’s Secondary Territory is depicted in Exhibit B.

“Services” means maintenance and repair services for the Products, including Warranty Services.

“Term” has the meaning set forth in Paragraph 13.1.

“Territory” means the territories in which the Dealer is expected to exercise the rights granted by the Company under this Agreement and includes the Primary Territory and the Secondary Territory.

“Warranty Services” means Services that are covered under warranties made to end-users when the tractor is purchased, as well as any warranties that may be part of an extended warranty plan if the Company should offer such a plan in the future.

EXHIBIT B

Territory

Authorized Location(s)



GUARANTY

LS Tractor USA, LLC
6900 Corporation Parkway,
Battletboro, NC. 27809

For valuable consideration, the receipt of which is acknowledged, the Undersigned jointly and severally unconditionally guarantee to you the full and prompt performance by

_____, herein called "Obligor", of all obligations, which Obligor presently or hereafter may have to you and payment when due of all sums presently or hereafter owing by Obligor to you and agree to indemnify you against any losses you may sustain and expenses you may incur because of any wrongful act of Obligor.

For the purpose of this guaranty and indemnity, all sums owing to you by Obligor shall be deemed to have become immediately due and payable if (a) Obligor defaults in any of its obligation to you; (b) a petition under any Chapter of the Bankruptcy Act, as amended, or for the appointment of a receiver of any part of the property of Obligor be filed against Obligor and be not dismissed within thirty days; (c) such a petition be filed by Obligor; (d) Obligor makes a general assignment for the benefit of creditors, suspends business or commits any act amounting to a business failure, or (e) an attachment be levied or tax lien be filed against any of Obligor's property.

This shall be a continuing guaranty and indemnity and, irrespective of the lack of any notice to or consent of Undersigned, their obligations hereunder shall not be impaired in any manner whatsoever by any

- (a) new agreements or obligations of Obligor with or to you; amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to you, or extensions of credit by you to Obligor;
- (b) adjustments, compromises or releases of any obligations of Obligor, Undersigned or other parties or exchanges, releases or sales of any security of Obligor, Undersigned or other parties;
- (c) fictitiousness, incorrectness, invalidity or unenforceability, for any reason, or any instrument or writing, or acts of commission or omission by you or Obligor;
- (d) compositions, extensions, moratoria or other relief granted to Obligor pursuant to any statute presently in force or hereafter enacted, or
- (e) interruptions in the business relations between you and Obligor.

Notice of your acceptance hereof, of default and non-payment by Obligor or any other parties, of presentment, protest and demand and of all other matters of which Undersigned otherwise might be entitled, is waived.

The obligations hereunder of each of Undersigned are independent and several, and shall be binding upon their respective heirs and personal representatives. The failure of any person to sign this guaranty and indemnity shall not affect the liability hereunder of any signer thereof. The death or release from liability hereunder of any of Undersigned shall not relieve the others from liability hereunder. Each of the Undersigned may terminate his or her obligations hereunder as to then future transactions between you and Obligor by registered mail notice to you at your above stated address, provided, however, that such termination shall not affect either his or her ability hereunder with respect to any obligations of Obligor to you incurred prior to your receipt of such notice, or the continuing liability of such of the others of Undersigned as have not give such notice.

Undersigned shall reimburse you on demand, for all expenses incurred by you in the enforcement or attempted enforcement of any of your rights hereunder against any of Undersigned.

This guaranty and indemnity is assignable, shall be construed liberally in your favor and shall inure to the benefit of your successors and assigns. If Obligor should default in the performance of any of Obligor's obligations to you, and if any third party makes any payment to you with respect thereto, such third party shall, to the extent thereof, be subrogated to all of your rights against Undersigned hereunder. Legal rights and obligations hereunder shall be determined in accordance with the laws of the state to which this is address.

In WITNESS Whereof, each of the Undersigned has set his hand and seal,
the _____ day of _____, 20 ____.

Guarantor

Guarantor (Spouse)

WITNESS _____

Personal Guaranty. All principal stockholders should sign a personal guaranty. Signatures must be witnessed. Corporate seal not required.



LS Tractor USA, LLC
6900 Corporation Parkway,
Battleboro, NC. 27809

WARRANTY LABOR SET-UP FORM

Dealership Name _____

Dealer Account Number _____

(New Dealer Leave Blank)

City, State, Zip _____

Dealer Signature _____ **Date** _____

1. Current Shop Retail Labor Rate _____
(per hour labor rate charged to retail
customers for equipment repair)
2. Is the above rate clearly posted _____ Yes
in your shop area? _____ No
3. Please attach five copies of invoices verifying that you
charge the retail customers the above hourly labor rate.

LS Tractor USA, LLC
Internal Use Only

PLEASE PROVIDE THE FOLLOWING ADDITIONAL INFORMATION:

- ⌚ Dimensions of your workshop area _____ ft x _____ ft
- ⌚ Number of full-time mechanics employed _____
- ⌚ Number of part-time mechanics employed _____
- ⌚ Computer and Internet access in shop or parts area _____
- ⌚ Do you have the following equipment in your shop?

Injector Pop – Tester
Dynamometer
Torque Wrenches
Engine Compression Test Gauge
Hydraulic Test Gauges
Electrical Test Gauges
Battery Charging Equipment

	Yes		Plan to Install
	Yes		Plan to Install
	Yes		Plan to Buy
	Yes		Plan to Buy
	Yes		Plan to Buy
	Yes		Plan to Buy
	Yes		Plan to Buy



EVCI Diagnostic

Tool Program Policy Agreement

Office use only

Model: _____

LSTA#: _____

Date Issued: _____

Service Tool sales Policy

All Dealers:

- 1) EVCI tool (hardware): Provided to the dealer on a free rental contract basis. If tool is broken or lost, then dealer must reimburse LS Tractor for the cost of the tool. See Remarks below.
- 2) Account set up fee: \$450 (To be invoiced starting in 2023)
- 3) The software license fee of \$40 per month will apply starting 12 months from the date the EVCI tool (hardware) shipped to the dealer.
- 4) This revised program applies to new dealers as well as current dealers who have never previously purchased the EVCI tool before.
- 5) For dealers who previously purchased the EVCI tool, the yearly license fee will be reduced from \$300 per year to \$240 per year.

1. Remarks

- Dealer must return the EVCI tool to LS Tractor USA if they terminate their business, or no longer wish to do business with LS Tractor USA. If the EVCI tool is not returned to LS Tractor USA in useable working condition, then the dealer will be invoiced \$1,500 for reimbursement of the tool.

Shipping Preference: UPS _____ Fed-EX _____

What model series do you service? _____

Contact Person: _____ Dealer's Account Number _____

Dealership Name: _____

Phone #: _____ Email: _____

Ship-to Address: _____

City: _____ State: _____ Zip: _____

Laptop Recommended Specification

- OS: Windows 10 (64-bit)
- Ram: 8GB
- HDD: 1GB

License

- **Dealer will need to keep the license active by login into the system every 60 days.**
- You will receive a new ECVI manual of instructions on how to log the new program

Contact information

- Ordering tools and replacement: LS Parts department's email address is Parts@lstractorusa.com
- Tool instruction/Education: LS Regional Service Managers
- IT questions: LS IT Department

Revised 12/17/2021

Effective 12/2021

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

The information below will be utilized to establish your dealership in our database. Please complete all items to the best of your ability. **If a data item is not applicable please signify with N/A.**

Dealer Name

Company Name: _____ **Tax ID (EIN/SSN)** _____

As Shown on W-9

Alternate Name: _____

If Applicable (DBA)

Physical Address

Street: _____

City: _____ **State:** _____ **Zip:** _____ **Country:** _____

Remittance Address (If Different than Physical Address)

Street: _____

City: _____ **State:** _____ **Zip:** _____ **Country:** _____

Principle Contact Information

Contact Name: _____ **Phone:** _____

Contact Email: _____ **Fax:** _____

Website: _____

Payment Information

Preferred Payment Method: ☐ Check ☐ ACH (Domestic) ☐ Wire (Foreign)

Preferred Currency of Invoicing: ☐ USD ☐ CAD

Complete the following only if preferred payment method is ACH or Wire

Beneficiary Name: _____

Bank Name: _____

Bank Address: _____

Account #: _____

ABA Code (Domestic Bank): _____ **Swift Code(Foreign Bank)** _____

Remittance Email: _____

Please provide Voided Check and ACH/Wire Authorization Letter Signed by Controlling Officer

Dealer Name: _____

Tax Information
Organisation Type
1099 Required?
☐ Yes ☐ No

- ☐ Individual/ sole proprietor or single-member LLC
 ☐ C Corporation
 ☐ S Corporation
 ☐ Partnership
☐ Limited liability company (LLC): *Enter Tax classification (C Corp, S Corp, or Partnership)*

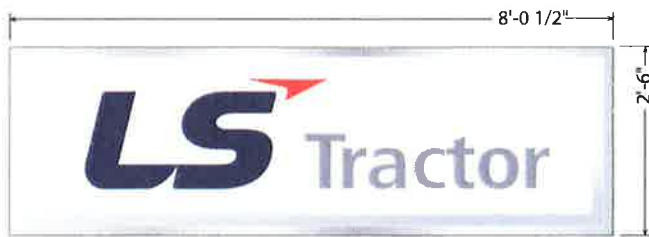
Indicate all states that you are registered to collect sales tax. Include the State Registration or ID# in the space provided.

- | | |
|---|--|
| <input type="checkbox"/> Alabama (AL) _____ | <input type="checkbox"/> Nebraska (NE) _____ |
| <input type="checkbox"/> Alaska (AK) _____ | <input type="checkbox"/> Nevada (NV) _____ |
| <input type="checkbox"/> Arizona (AZ) _____ | <input type="checkbox"/> New Hampshire (NH) _____ |
| <input type="checkbox"/> Arkansas (AR) _____ | <input type="checkbox"/> New Jersey (NJ) _____ |
| <input type="checkbox"/> California (CA) _____ | <input type="checkbox"/> New Mexico (NM) _____ |
| <input type="checkbox"/> Colorado (CO) _____ | <input type="checkbox"/> New York (NY) _____ |
| <input type="checkbox"/> Connecticut (CT) _____ | <input type="checkbox"/> North Carolina (NC) _____ |
| <input type="checkbox"/> Delaware (DE) _____ | <input type="checkbox"/> North Dakota (ND) _____ |
| <input type="checkbox"/> Florida (FL) _____ | <input type="checkbox"/> Ohio (OH) _____ |
| <input type="checkbox"/> Georgia (GA) _____ | <input type="checkbox"/> Oklahoma (OK) _____ |
| <input type="checkbox"/> Hawaii (HI) _____ | <input type="checkbox"/> Oregon (OR) _____ |
| <input type="checkbox"/> Idaho (ID) _____ | <input type="checkbox"/> Pennsylvania (PA) _____ |
| <input type="checkbox"/> Illinois (IL) _____ | <input type="checkbox"/> Rhode Island (RI) _____ |
| <input type="checkbox"/> Indiana (IN) _____ | <input type="checkbox"/> South Carolina (SC) _____ |
| <input type="checkbox"/> Iowa (IA) _____ | <input type="checkbox"/> South Dakota (SD) _____ |
| <input type="checkbox"/> Kansas (KS) _____ | <input type="checkbox"/> Tennessee (TN) _____ |
| <input type="checkbox"/> Kentucky (KY) _____ | <input type="checkbox"/> Texas (TX) _____ |
| <input type="checkbox"/> Louisiana (LA) _____ | <input type="checkbox"/> Utah (UT) _____ |
| <input type="checkbox"/> Maine (ME) _____ | <input type="checkbox"/> Vermont (VT) _____ |
| <input type="checkbox"/> Maryland (MD) _____ | <input type="checkbox"/> Virginia (VA) _____ |
| <input type="checkbox"/> Massachusetts (MA) _____ | <input type="checkbox"/> Washington (WA) _____ |
| <input type="checkbox"/> Michigan (MI) _____ | <input type="checkbox"/> West Virginia (WV) _____ |
| <input type="checkbox"/> Minnesota (MN) _____ | <input type="checkbox"/> Wisconsin (WI) _____ |
| <input type="checkbox"/> Mississippi (MS) _____ | <input type="checkbox"/> Wyoming (WY) _____ |
| <input type="checkbox"/> Missouri (MO) _____ | |
| <input type="checkbox"/> Montana (MT) _____ | <input type="checkbox"/> Not registered in any state |

Dealer Authorization
Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

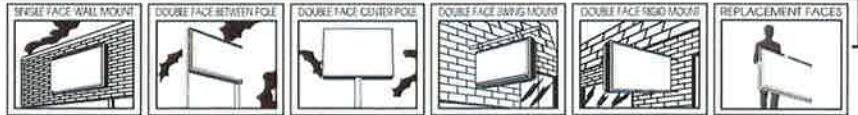
By signing this document, the [Vendor/Supplier/Dealer] acknowledges that the information provided herein (the "Information") is accurate as of the date of submission, that it will immediately notify LS Tractors USA any changes in the Information and that the signatory hereunder has the proper authority to sign this document on behalf of the [Vendor/Supplier/Dealer].



BOX SIGN

These signs are formed of Solar Grade Lexan ® and decorated in Blue, Red and Gray. Sign Cabinets are of extruded aluminum, mill finish. LED Illumination. Signs are UL listed and labeled and are available in multiple options.

ILLUMINATED SIGNS SHOWN ARE AVAILABLE
IN THE FOLLOWING TYPES OF INSTALLATION:



SIZE / DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
2'-6" x 8'-0 1/2" Logo Panel - Unpacked		\$160.00 EA	
Carton for Shipping (1 or 2 Per Carton)		\$ 80.00 EA	
<i>Consists of top 2'-6" x 8' logo panel</i>			
2'-6" x 8'-0 1/2" Single Face, Wall Mount (MM2)		\$873.00 EA	
2'-6" x 8'-0 1/2" Double Face, Swing Mount (MM2)		\$1150.00 EA	
2'-6" x 8'-0 1/2" Double Face, Rigid Mount (MM2)		\$1168.00 EA	
2'-7" x 8'-1 1/2" Double Face, Between Pole Mount (MM5)		\$1245.00EA	
2'-6" x 8'-0 1/2" Double Face, Center Pole Mount 2006/9 IBC Code (MM8)		\$1778.00 EA	
<i>Consists of top 2'-6" x 8' logo panel and bottom 1x8 imprint panel (Black Applique Imprint on White)</i>			
3'-6" x 8'-0 1/2" Single Face, Wall Mount (MM2)		\$1078.00 EA	
3'-6" x 8'-0 1/2" Double Face, Swing Mount (MM2)		\$1446.00 EA	
3'-6" x 8'-0 1/2" Double Face, Rigid Mount (MM2)		\$1464.00 EA	
3'-7" x 8'-1 1/2" Double Face, Between Pole Mount (MM5)		\$1543.00 EA	
3'-6" x 8'-0 1/2" Double Face, Center Pole Mount 2006/9 IBC Code (MM8)		\$2297.00 EA	
<i>Consists of top 2'-6" x 8' logo panel and bottom 2'-6" x 8' imprint panel (Black Applique Imprint on White)</i>			
4'-6" x 8'-0 1/2" Single Face, Wall Mount (MM2)		\$1393.00 EA	
4'-6" x 8'-0 1/2" Double Face, Swing Mount (MM2)		\$1827.00 EA	
4'-6" x 8'-0 1/2" Double Face, Rigid Mount (MM2)		\$1845.00 EA	
4'-7" x 8'-1 1/2" Double Face, Between Pole Mount (MM5)		\$ 1927.00 EA	
4'-6" x 8'-0 1/2" Double Face, Center Pole Mount 2006/9 IBC Code (MM8)		\$2703.00 EA	
<i>Consists of left 2'-6" x 8' logo panel and right 2'-6" x 8' imprint panel (Black Applique Imprint on White)</i>			
2'-6" x 16'-0 1/2" Single Face, Wall Mount (MM2)		\$ 1978.00 EA	
		TOTAL	
		SALES TAX	
		TOTAL THIS ORDER	

There are numerous Building Codes and Special Construction requirements in the United States of America. These include, but are not limited to, IBC 2006-2009-2015 Compliance. California Title 24 Compliance and High Wind Load Compliance. Due to the diverse code requirements, if the sign(s) you are ordering are for an area that requires special upgraded construction, Dualite will quote these signs upon receipt of your order and will include an option to purchase the signs using standard construction or upgraded construction. If you order a sign with standard construction in an area that requires special upgraded construction you will be asked to sign an indemnification waiver. Some cabinets will require custom fabrication and additional lead time of 1 to 4 weeks may be required. If sealed engineering drawings are required, lead time will commence after the drawings have been completed and sealed, and may incur additional charges.



OUTDOOR ILLUMINATED SIGNAGE

Business Name: _____
Address: _____
City: _____ County: _____ State: _____ Zip: _____
Contact Name: _____ Contact E-mail: _____
Contact Phone #: _____ Contact Fax #: _____
Authorized Signature: _____ Date: _____
Name Print: _____ Title: _____

Prices subject to change with out notice. Call the Order Entry Department @ Dualite to verify total amount due at 513-724-7100.
Or fax your order to 513-724-9029 and Order Entry will advise the total amount due. Please include payment with order, make checks payable to Dualite and mail your order to: Dualite Inc.

One Dualite Lane
Williamsburg, OH 45176

Visa and Mastercard are accepted. Please contact Order Entry for credit card authorization form.

DEALER NAME

Goal
1

Goal
2

SOCIAL MEDIA PLANS

1. Description
2. Status of prior plans
3. Target Dates

(examples: Facebook, Instagram, Twitter, Snapchat, SEO (search engine optimization), hire marketing intern from local college, update website; include photos/bios of personnel, photos of parts counter, service area)

ADVERTISING PLANS

1. Description
2. Status of prior plans
3. Target Dates

(examples: LS branded TV and radio ads, printed publications, billboards)

EVENT PLANS

1. Description
2. Status of prior plans
3. Target Dates

(examples: Open House, trade shows, fairs, rodeos, tractor pulls, horse shows)

TRAINING PLANS

1. Description
2. Status of prior plans
3. Target Dates

(examples: sales training, service training)

SIGNAGE PLANS

1. Description
2. Status of prior plans
3. Target Dates

(examples: light-up signs, banners, feather flags)

OTHER PLANS

1. Description
2. Status of prior plans
3. Target Dates

(example: implement retails, spend 75% of co-op, aged inventory depletion, parts stocking plan)

Dealer (or New-Dealer Applicant) Signature: _____ Date: _____

Business Manager Signature: _____ Date: _____



Proposed Counties and Retail Forecast

Dealership Name: _____

New Location's Address: _____

Date: _____

County Assignments (Discuss with Business Manager)	
Primary	Secondary
County, State	County, State

20____ Retail Forecast

Jan	Feb	Mar	Q1

Apr	May	Jun	Q2

Jul	Aug	Sep	Q3

Oct	Nov	Dec	Q4