



Southeastern

EQUIPMENT CO., INC.

6415 Promler Avenue
NORTH CANTON, OH 44720

Phone: 330-494-3950
Fax: 330-494-7739

FAX COVER SHEET

DATE 2/28/06

TO _____

ATTN _____

FAX _____

PAGES _____ INCLUDING COVER SHEET

FROM C.K. PATTERSON

COMMENTS

Amy

FINALLY I HAVE THE AGREEMENT FOR YOU.
PLEASE SIGN BOTH COPIES, KEEP ONE
ORIGINAL FOR YOUR FILES AND RETURN ONE
TO ME PLEASE. PRETEND IT'S FEBRUARY 28th!
CALL ME CONCERNING THE BANK YOU WILL
USE FOR THE SEPARATE CHECKING ACCOUNT.

DID YOU
LOVE KEY WEST?

THANKS VERY MUCH,

Chad

TEAMING AGREEMENT

SOUTHEASTERN EQUIPMENT CO., INC. (“Southeastern”), which has an address of P.O. Box 586, 10874 East Pike Road, Cambridge, Ohio 43725 and Ebony Construction, Inc., (“ECI”), which has an address of 3510 Centennial Road, Sylvania, Ohio 43560, state that they enter into this Teaming Agreement for the purpose of selling construction equipment under the State of Ohio State Term Schedule and agree as follows:

1. ECI is certified by the State of Ohio as a Minority Business Enterprise (“MBE”) and an Encouraging Diversity, Growth and Equity (“EDGE”) business.

2. ECI is approved and listed as an MBE and EDGE on the State of Ohio State Term Schedule for “Lawn, Garden and Heavy Construction Equipment.

3. ECI will, as requested by Southeastern, sell such equipment to such customers, and on such terms as designated by Southeastern (“Equipment Sales”) ECI will not conduct any sales of new construction equipment without specific direction from Southeastern.

4. ECI will receive payment directly from the customer for such Equipment Sales, but expressly agrees that such payment shall be held in trust by ECI for benefit of Southeastern. ECI agrees to deposit any such payments received from Equipment Sales directly into a segregated interest bearing account with a financial institution mutually agreeable to ECI and Southeastern. ECI is authorized to deduct ECI’s agreed upon fee or commission from the segregated account. The balance of any such payment from Equipment Sales shall be remitted directly to Southeastern within 10 days of receipt by ECI.

5. ECI shall keep proper books and records in which true and complete entries are made of all dealings or transactions involving Southeastern and the Equipment Sales. ECI shall promptly furnish to Southeastern all such financial and other information as Southeastern may reasonably request. Without limiting the foregoing, ECI shall furnish or cause to be furnished to Southeastern (i) within one hundred twenty (120) days after the end of each fiscal year of ECI,

reviewed financial statements (including balance sheets, statements of income and loss, statements of cash flow, and statements of members' equity) and the accompanying notes thereto, all in reasonable detail, fairly presenting the financial position and the results of the operations of ECI as of the end of and through such fiscal year.

6. ECI shall not be responsible for nonpayment by the customer.

7. ECI shall not be responsible for any repair, maintenance, overhaul, warranty, parts or other type "after sale" activities in connection with any sale made by ECI.

8. Southeastern will, at its expense, hold harmless, defend and indemnify ECI for any actions brought against ECI by anyone alleging any, breach of any type warranty, defects in the equipment purchased, consequential damages, personal injury, property damage, or violation of any patents, trademarks or intellectual property rights in connection with any property sold by ECI pursuant to this Agreement.

9. ECI shall not be responsible for paying any sales or other similar type tax in connection with any sales made pursuant to this Agreement.

10. Either party may cancel this Agreement by giving the other party 30 days written notice. ECI shall be entitled to receive its commission for all orders placed through ECI prior to the effective date of the cancellation, whether the proceeds are paid by the customer prior to, or after, the said 30 day period.

11. ECI's commission is equal to 2% of the Equipment Sales, payable when proceeds have been paid by the customer.

Executed by Southeastern this 28th day of February, 2006.

Executed by Ebony this 28th day of February, 2006,

Southeastern Equipment Co. Inc.

By: Charles K. Patterson

Charles K. Patterson
Its: Executive Vice President

Ebony Construction, Inc.

By: Amy Leek

Amy Leek
Its: President

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