

## BILL OF SALE AND ASSIGNMENT

This **BILL OF SALE AND ASSIGNMENT** (this "Bill of Sale") is made this 28 day of Feb, 2019, by and among (i) **C. W. Roberts Contracting, Incorporated**, a Florida corporation (the "Purchaser"), and (ii) **Lynch Paving & Construction Co., Inc.**, a Florida corporation, and **Okeechobee Asphalt & Ready Mixed Concrete, Inc.**, a Florida corporation (each, a "Seller," and together, the "Sellers").

### Recital

**WHEREAS**, the Purchaser and the Sellers, together with Lawrence-Lynch Corp., a Massachusetts corporation, have entered into that certain Asset Purchase Agreement, dated as of February 28, 2019 (the "Purchase Agreement"), pursuant to which, upon the terms and subject to the conditions set forth therein, the Sellers have agreed to sell, assign, convey, transfer and deliver to the Purchaser, and the Purchaser has agreed to purchase and acquire from the Sellers, the Purchased Assets, as defined in the Purchase Agreement.

### Agreement

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and the Sellers hereby agree as follows:

1. Sale, Transfer and Assignment. Subject to the terms and conditions of this Bill of Sale and the Purchase Agreement, the Sellers hereby irrevocably and unconditionally sell, assign, transfer and deliver to the Purchaser all of the Sellers' right, title and interest in and to the Purchased Assets that constitute personal property, and the Purchaser hereby accepts such sale, assignment, transfer and delivery.

2. No Modification. This Bill of Sale is made pursuant to, and is subject to the terms and conditions of, the Purchase Agreement. Nothing contained in this Bill of Sale is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner any of the representations, warranties, rights or obligations of the Sellers or the Purchaser under the Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

3. Counterparts. This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by a duly authorized representative of each of the undersigned parties as of the date first above written.

**PURCHASER:**

**C.W. Roberts Contracting, Incorporated**

By: R. Alan Palmer

Printed Name: R. ALAN PALMER

Title: VICE PRESIDENT

**SELLERS:**

**Lynch Paving & Construction Co., Inc.**

By: [Signature]

Printed Name: Christopher W. Lynch

Title: President

**Okeechobee Asphalt & Ready Mixed Concrete, Inc.**

By: [Signature]

Printed Name: Christopher W. Lynch

Title: President