

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this “Agreement”) is made and dated as of December 20, 2019 (the “Effective Date”), by and among (i) [REDACTED] Inc., a Delaware corporation (“Parent”), (ii) US H [REDACTED] Rentals LLC, a Delaware limited liability company and direct wholly owned subsidiary of Parent (the “Acquisition Sub”) (iii) Alex [REDACTED] Szkaradek, an individual (“Alex”), (iv) Antoni Szkaradek, an individual (“Antoni”), (v) VPM [REDACTED] gs, LLC, a South Carolina limited liability company (“VPM Holdings”), (vi) [REDACTED] a South Carolina limited liability company (“Kaja3”), (vii) [REDACTED], a South Carolina limited liability company (“Kaja2”), (viii) K [REDACTED] a, LLC, a South Carolina limited liability company (“Kaja”), (ix) Dobry Holdings [REDACTED] Delaware limited liability company (“Dobry” and together with Alex, Antoni, VPM Holdings, [REDACTED], and Kaja, the “Equity Sellers”), (x) Vision Property Management, LLC, a South Carolina limited liability company (the “Asset Seller” and together with the Equity Sellers, the “Sellers”), and (xi) Alexander [REDACTED], in his capacity as the representative of the Sellers (the “Sellers’ Representative”). Parent, Acquisition Sub, Sellers’ Representative and Sellers are sometimes individually referred to in this Agreement as a “Party” and collectively as the “Parties”.

BACKGROUND

WHEREAS, the Sellers own one hundred percent (100%) of the equity interests of each of the entities (collectively, the “Equity Interests”) listed on Schedule I (the “Entities”, each individually, an “Entity”) and all of the Transferred Assets and Liabilities;

WHEREAS, the Sellers wish to sell to Acquisition Sub and Acquisition Sub wishes to purchase from the Sellers, the Equity Interests and Transferred Assets and Liabilities for the Purchase Price and upon the terms and subject to the conditions hereinafter set forth (the “Transaction”); and

WHEREAS, the Parties intend that the transfer of the Equity Interests and Transferred Assets in exchange for Common Stock and Preferred Stock pursuant to this Agreement, be part of the same plan, for purposes of Section 351 of the Code, as the transfer of assets by certain transferors to Parent in exchange for shares of Parent stock within the twelve (12) month period following the date hereof (“Other Transfers”). If Parent reasonably determines that the shares of Common Stock and Preferred Stock issued to Equity Sellers pursuant to this Agreement, together with shares of Parent stock that is owned or will be issued to transferors pursuant to the Other Transfers, in the aggregate represent 80% or more of the total combined voting power of all Parent’s voting stock, and 80% or more of the total number of shares of each other class of stock of Parent, Parent will treat the transfers of the Common Stock and Preferred Stock pursuant to this Agreement as issued in a transaction qualifying under Section 351 of the Code.