

EXHIBIT B



Spring City Electrical Manufacturing Company

P. O. Box 19

Hall & Main Streets

Spring City, P A 19475-0019

SALES REPRESENTATIVE AGREEMENT

THIS SALES REPRESENTATIVE AGREEMENT (this "Agreement") is made as of the 1st day of September, 2016, by and between Spring City Electrical Mfg. Co. ("Spring City") and Elan Lighting.) (the "Representative").

The parties hereto agree as follows:

1. Appointment. Spring City appoints the Representative as sales representative for Spring City lamp posts, steel poles, bases, bollards, fixtures, and associated products (collectively, the "Products"). The appointment shall be effective September 1st, 2016.
2. Sales Representative. Spring City has entered into the Agreement in reliance upon (a) the current ownership, management, organization and business location of the Representative and (b) the representation by the Representative that all the product lines it currently handles are set forth on Schedule 1 hereto. The Representative shall immediately notify Spring City in writing prior to any change in said ownership, management, organization or business location and shall obtain the prior written approval of Spring City before representing, distributing or marketing any products deemed by Spring City, in its sole discretion, to be competitive with any products manufactured by Spring City.
3. Duties. The Representative shall act diligently to solicit, promote, and service the sale of the Products.
4. No Agency. The Representative is an independent contractor and shall have no power, right, or authority to commit, obligate, or bind Spring City in any manner whatsoever.

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Exhibit A

5. Territory. The area in which the Representative is to solicit, promote, and service the sale of the Products (the "Territory") is set forth in Schedule 2 hereto.

6. Excluded Sales. Spring City reserves the right to solicit the sale of Products and to sell to any customer located either inside or outside the Territory. The Representative shall not sell to any of Spring City's customers, if any, listed on Schedule 2 (the "Excluded Accounts") and shall not receive any commissions for any sales to such accounts without the prior written approval of Spring City.

7. Prices, Terms, and Sales Policy. The Representative shall adhere to the prices, discounts, specifications, standard conditions of sale and sales policies as they are from time to time established by Spring City and communicated to the Representative.

All orders and quotations shall be taken in Spring City's name and shall be subject to Spring City's acceptance at its home office. Spring City reserves the right to reject or refuse, in whole or in part, any orders or requests for quotations submitted by the Representative. Spring City shall have no liability to the Representative for failure to fulfill any order and shall have the sole right to make any and all credit decisions.

8. Commission s.

(a) Except as set forth in Paragraphs 10 and 11 below, Spring City shall pay the Representative a commission on the Net Amount of Invoices in accordance with Schedule 3 attached hereto. Such commission shall be the Representative's entire compensation and in complete payment of all the Representative's costs and expenses. "Net Amount of Invoices" means the sale price of Products actually shipped and invoiced by Spring City less any and all discounts, allowances, credits, reductions granted to customers, returns, rejects, and similar adjustment items. Commissions shall not be paid on any amounts representing taxes, transportation, allowances or special packaging charges. Payment of commissions on any such items will not bar Spring City from refusing to pay commissions on such items at a later date. The Representative shall accept as final Spring City's decision regarding (i) the division of

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commissions where one or more other sales representatives contribute to the securing, processing or servicing of an order, and (ii) the adjustment of commissions for shipped goods for which full payment is not received, returned goods, rejects, purchase price adjustments, credits, reductions and other similar items. If adjustments are made to commissions previously paid by Spring City, the Representative shall remit to Spring City the amount of such adjustments within thirty days after the date Spring City notifies the Representative of the adjustments.

(b) Commissions are earned by the Representative when payment for the sale has been received by Spring City. Spring City reserves the right to make payment of such commissions within thirty days after such receipt of the payment. Any payment of commissions by Spring City prior to receipt of the payment (i.e., at the date of shipment or invoice) shall be deemed a discretionary advance by Spring City which shall be subject to adjustment as set forth in Paragraph 8(a) above and to return as set forth in Paragraphs 10 and 11 below.

(c) The Representative is entitled to commissions on orders written and shipments made on or after the date of this Agreement with the following exceptions:

(i) No commissions will be due for orders for immediate shipment received by Spring City written by the prior representative and prior to the date of this Agreement.

(ii) Orders written or registered by the prior representative and acknowledged by Spring City to the new representative prior to the date of this Agreement and released for immediate shipment within 90 days of this Agreement will entitle the Representative to a full commission. Registered orders shipped between 90 and 180 days after termination will entitle the Representative to a fifty percent (50%) commission.

9. Term of Agreement.

(a) This Agreement shall commence on the date set forth above and continue until terminated. Either party shall have the right, for any reason whatsoever, to terminate this Agreement on thirty days' prior written notice to the other party.

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(b) Spring City shall have the right to terminate this Agreement for cause at any time, effective immediately, upon notice to the Representative if (a) there is a material adverse change in the financial condition of the Representative, (b) there is a material change in the current ownership, management, organization or business location of the Representative, (c) the Representative represents, distributes or markets a product deemed by Spring City to be competitive without Spring City's prior approval, or (d) the Representative has breached any other provision of this Agreement.

10. Compensation Paid Upon Termination by Spring City Without Cause. If Spring City terminates this Agreement without cause, the Representative shall be entitled to (a) full commissions on all orders for immediate shipment written and received by Spring City prior to the date of termination and shipped within 90 days thereafter, and (b) fifty percent (50%) commissions on all orders registered or written prior to the date of termination and released for immediate shipment within 180 days after the date of termination. The Representative shall not be entitled to commissions on orders for Products placed by it if the orders, for whatever reason, have not been shipped on or within 180 days after the date of termination. Commissions which the Representative is entitled to receive under this Paragraph 10 shall be earned and paid in accordance with subparagraphs 8 (a) and (b) above. Any unreimbursed advances or loans to the Representative will be deducted from commissions due the Representative.

11. Compensation Paid Upon Termination by the Representative or by Spring City with Cause. If the Representative terminates this Agreement or if Spring City terminates this Agreement for cause pursuant to subparagraph 9(b) above, the Representative shall be entitled to commissions on orders for Products placed by it which will either be shipped before the date of termination or documented and acknowledged by Spring City. Commissions which the Representative is entitled to receive under this Paragraph 11 shall be earned and paid in accordance with subparagraphs 8 (a) and (b) above. Any unreimbursed advances or loans to the Representative will be deducted from commissions due the Representative.

12. Limitation of Liability. In the event of termination either by Spring City or the Representative for any reason whatsoever,

the Representative's sole recourse against Spring City shall be for commissions due pursuant to Paragraphs 10 and 11 above. The Representative shall not be entitled to any additional payment, reimbursement or damage on account of (a) the loss of present or prospective sales, goodwill or the value of the business of the Representative or (b) expenditures, investments, leases or commitments made by the Representative in connection with the business conducted by the Representative or in the performance of any term or provision of this Agreement, whether or not resulting from reliance on statements made to, or actions taken with respect to, the Representative by Spring City or any other person.

13. Indemnification. The Representative shall indemnify Spring City and hold Spring City harmless from and against any and all liabilities, losses, damages or expenses (including the fees and expenses of Spring City's counsel) resulting from, occasioned by, or arising in connection with the acts or omissions of the Representative or its employees or agents in connection with its performance or nonperformance under this Agreement or otherwise. This indemnification shall survive the termination of this Agreement by either party.

14. Confidential Information. The Representative shall hold all technical and business information furnished by Spring City confidential. The Representative shall (a) not use such information to Spring City's detriment, (b) return to Spring City, upon demand, all documents which in any way reflect or relate to such information, and (c) not retain copies or memoranda of such information after it has been requested to surrender such information. All material furnished to the Representative by Spring City, including, but not limited to price books, customer lists, and catalogs, shall remain Spring City's property and are subject to return on demand.

15. Assignment. Except as elsewhere provided in this Agreement, the Representative may not, without first obtaining the prior written consent of Spring City, sell, assign, transfer any or all of its rights, title, interests, or obligations in, on, to, and under this Agreement.

16. Notices. All notices or other communication required or permitted hereunder shall be deemed given when received and, unless otherwise provided herein, shall be in writing, shall be

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sent by nationally recognized overnight courier service or sent by registered or certified mail, return receipt requested, deposited in the United States mail, postage prepaid, addressed to the parties at the addresses set forth below, and shall be deemed received upon the sooner of (i) the date actually received; or (ii) the fifth business day following mailing by registered or certified mail.

To the Representative: Elan Lighting
16334 W. Glendale Drive Suite F
New Berlin, WI 53151

Attn: Stephen Kohl

To Spring City: Spring City Electrical Mfg. Co.
Hall and Main Streets
Spring City, PA 19475-0019
Attn.: Vice President-Sales & Marketing

Notice of change of address shall be given by written notice in the manner detailed in this Section.

17. Governing Law. The terms and provisions of this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law's provisions.

18. Jurisdiction and Venue. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any state court in Chester County, Pennsylvania or in any federal court located in the Eastern District of Pennsylvania, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts there from) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such

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court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Paragraph 16 shall be deemed effective service of process on such party.

19. Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

21. Entire Contract. The provisions of this Agreement and the attached Schedules constitute the entire understanding and agreement between the parties regarding the subject matter hereof, supersede entirely all prior understandings, agreements or representations regarding the subject matter hereof, whether written or oral, and may not be altered or amended except by an instrument in writing signed by the parties. The parties each acknowledge and agree that no representation, warranty, or inducement has been made to it regarding the rights set forth in this Agreement which is not expressly set forth in this Agreement or the attached Schedules.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

SPRING CITY ELECTRICAL MFG. CO.

By: 

Name: Christopher A. Rosfelder

Title: Vice President -Sales
& Marketing

By: _____

Name: Stephen Kohl

Title: _____

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SCHEDULE 1

Product Lines Handled

(as of the date of Agreement)

<u>Company Names</u>	<u>Product Lines</u>
Spring City	Outdoor lamp posts, steel poles, bases, bollards, LED fixtures and associated products

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SCHEDULE 2

TERRITORY OF REPRESENTATION**Territory of representation will include:**

Eastern Wisconsin bordered on the West and including Iron, Oneida, Lincoln, Marathon, Wood, Juneau, Sauk, Richland, Crawford and Grant Counties. The upper peninsula of Michigan with the exception of Schoolcraft, Luce, Mackinac and Chippewa Counties.

See attached map

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SCHEDULE 3

Commission Schedule

Ten percent (10%) (unless otherwise agreed)

COMMISSION RATES & SPLIT COMMISSIONS

Standard commissions will be paid on the net billing on all Spring City Products, except in individual cases where purchases originate or is engineered from without and where purchases are also from other territories. On this business the Representative is compensated in the following manner:

1/2 commission to territory of initiation influence or engineering specification. Proof of such must be received and agreed on before the order is received.

1/4 commission to territory of purchase.

1/4 commission to territory of destination.

Spring City may, from time to time, have a limited number of house accounts on which no commission will be paid. It is Spring City's policy not to designate an account as a house account unless, in Spring City's judgment, there is no reasonable likelihood that the Representative will be able, through its own efforts, to secure this business.

On occasion, the Representative may have the opportunity to write business above quoted prices. When this occurs, Spring City will pay overage to the Representative on the following basis:

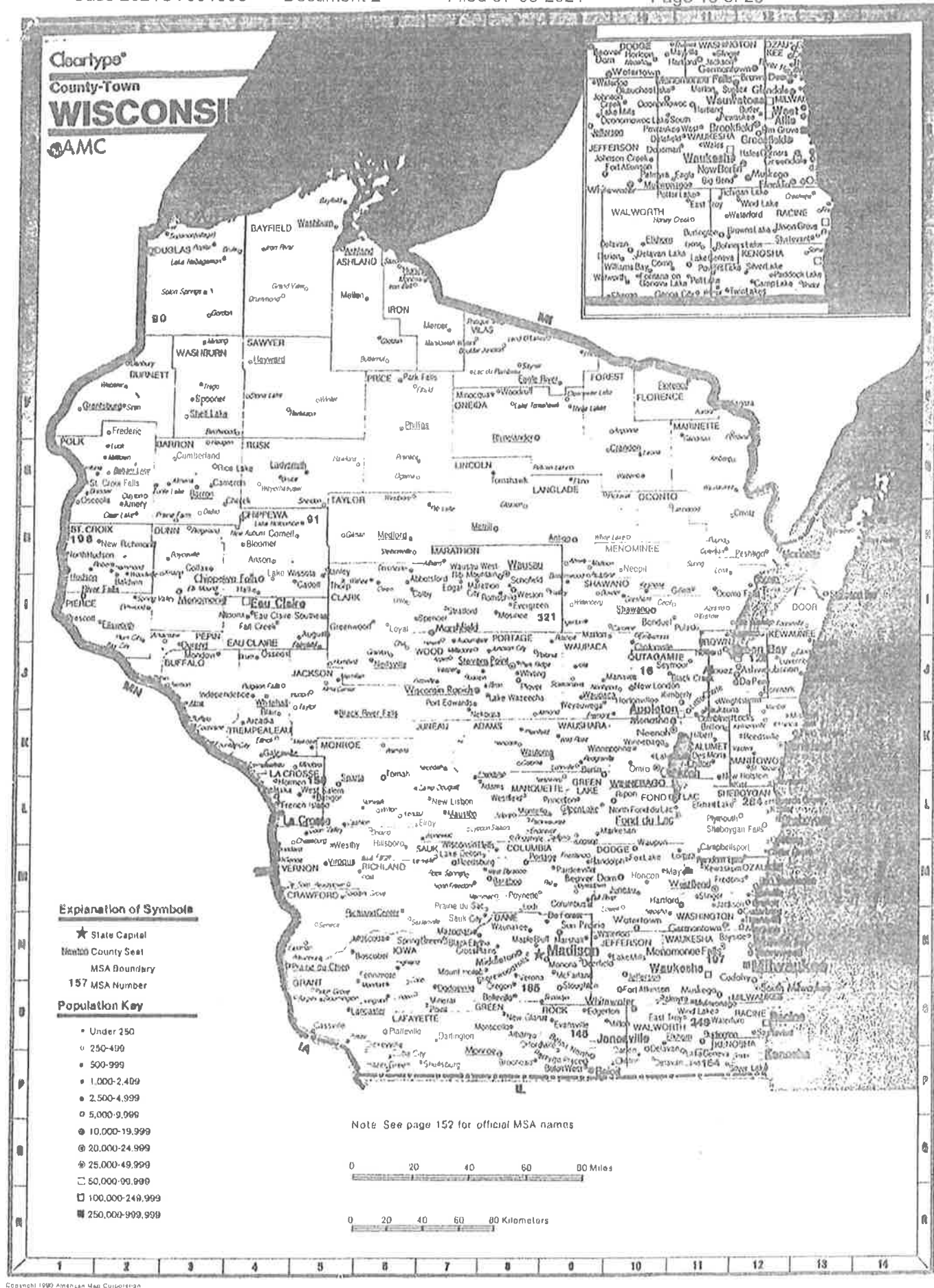
50% of the overage to the Representative plus standard commission on book price with the following provisions and restrictions:

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Note: See page 152 for official MSA names.

Explanation of Symbols

★ State Capital	MSA Boundary
Next to County Seat	29 MSA Number
Population Key	
• Under 250	20,000-24,999
• 250-499	25,000-49,999
• 500-999	50,000-99,999
• 1,000-2,499	100,000-249,999
• 2,500-4,999	250,000-499,999
• 5,000-9,999	1,000,000 +
• 10,000-19,999	

ClearType®

County-Town

MICHIGAN

AMC

0 25 50 75 100 Miles

0 25 50 75 100 125 Kilometers

