

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): May 10, 2019

CONCRETE PUMPING HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38166
(Commission
File Number)

83-1779605
(IRS Employer
Identification No.)

**6461 Downing Street
Denver, Colorado 80229**
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(303) 289-7497**

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.0001 par value	BBCP	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Introductory Note

On May 15, 2019 (the “Closing Date”), Concrete Pumping Holdings, Inc. (the “Company”) consummated the previously announced acquisition of Capital Pumping, LP, a Texas limited partnership (“Capital Pumping”), ASC Equipment, LP, a Texas limited partnership (“ASC”) and MC Services, LLC, a Texas limited liability company (“MCS” and, together with Capital Pumping and ASC, the “Capital Companies”), pursuant to that certain Interest Purchase Agreement, dated as of March 18, 2019, by and among the Company and certain of its affiliates, the Capital Companies, and the other parties thereto (as amended, the “Interest Purchase Agreement”). The transactions contemplated by the Interest Purchase Agreement are referred to herein as the “Capital Acquisition.”

In accordance with the terms of the Interest Purchase Agreement, on the Closing Date, the Company, through its wholly owned subsidiaries, purchased all of the outstanding equity interests in Capital Pumping, ASC, and MCS, for an aggregate purchase price of \$129.2 million in cash, subject to adjustment in accordance with the Interest Purchase Agreement, resulting in each of the Capital Companies becoming wholly owned indirect subsidiaries of the Company.

Item 1.01. Entry into a Material Definitive Agreement.

Equity Financing

On May 10, 2019, the Company entered into an underwriting agreement (the “Underwriting Agreement”) with UBS Securities LLC, as the representative of the several underwriters named therein (the “Underwriters”), relating to an underwritten public offering by the Company (the “Offering”) of an aggregate of 18,098,166 shares of its common stock (the “Underwritten Shares”) at a price of \$4.50 per share, including 2,098,166 shares of common stock sold pursuant to the exercise of the Underwriters’ option to purchase additional shares. Certain of the Company’s directors and officers and significant stockholders, and certain other investors identified by the Company, purchased an aggregate of 3,980,166 of the Underwritten Shares from the Underwriters at the same per-share price as was offered to the public.

On May 14, 2019, the Company consummated the Offering and received net proceeds of approximately \$78.2 million, after deducting underwriting discounts and commissions, but before deducting estimated offering expenses, which amount was used to finance a portion of the purchase price for the Capital Acquisition.

The Underwriting Agreement contains customary representations, warranties and covenants and includes the terms and conditions for the sale of the Underwritten Shares, as well as indemnification and contribution obligations and other terms and conditions customary in agreements of this type. The Company and its executive officers and directors, as well as certain of the Company’s significant stockholders, have agreed to customary lockup restrictions pursuant to which, subject to certain exceptions, they may not sell, offer, pledge, sell, or purchase any Company securities for a 90-day period after the closing of the Offering without the consent of UBS Securities LLC.

The Offering was made pursuant to the Company’s registration statement on Form S-1 (Registration No. 333-230673), which was declared effective by the U.S. Securities and Exchange Commission on May 9, 2019.

The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by the full text of the Underwriting Agreement, a copy of which is attached hereto as Exhibit 1.1 and is incorporated herein by reference.

Debt Financing

As previously disclosed, on March 26, 2019, the Company and certain of its affiliates entered into an Amendment No. 1 to Term Loan Agreement (“Amendment No. 1”), with Stifel Bank & Trust (“Stifel”) and Credit Suisse AG, Cayman Islands Branch (the “Administrative Agent”), pursuant to which Stifel and certain other lenders agreed to provide incremental term loans in an aggregate amount up to \$40 million (the “Additional Term Loans”), which were to be borrowed under, and have substantially the same terms as the term loans previously borrowed under, that certain Term Loan Agreement, dated as of December 6, 2018, by and among the Company, certain of its affiliates, the Administrative Agent and each lender party thereto from time to time, for the purpose of financing a portion of the consideration payable for the Capital Acquisition and the fees and expenses in connection therewith and in connection with the Additional Term Loans. On May 10, 2019, the parties to Amendment No. 1 entered into an Amended and Restated Amendment No. 1 to Term Loan Agreement (“Amended and Restated Amendment No. 1”), pursuant to which Stifel and certain other lenders agreed to provide an additional \$20 million of Additional Term Loans, for an aggregate amount of \$60 million on the Closing Date, the net proceeds of which were used to finance a portion of the purchase price for the Capital Acquisition.

The foregoing description of the Amended and Restated Amendment No. 1 does not purport to be complete and is qualified in its entirety by the full text of the Amended and Restated Amendment No. 1, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The disclosure set forth in the “Introductory Note” above and Item 1.01 is incorporated into this Item 2.01 by reference. We incorporate by reference into this Item 2.01 the descriptions of the Interest Purchase Agreement set forth in Item 1.01 of the Company’s Current Report on Form 8-K filed on March 18, 2019 (File No. 001-38166).

The Interest Purchase Agreement is incorporated by reference in this filing to provide investors with information regarding its terms. It is not intended to be a source of financial, business, operational or other factual information about the Company or the Capital Companies or to modify or supplement any factual disclosures about the Company in its other public reports filed with the U.S. Securities and Exchange Commission. In particular, the representations, warranties and covenants and other obligations contained in the Interest Purchase Agreement were made only for the purposes of the Interest Purchase Agreement and made as of the dates specified therein; are solely for the benefit of the parties to the Interest Purchase Agreement; may be subject to limitations or qualifications agreed upon by the parties in connection with negotiating the terms of the Interest Purchase Agreement, including being qualified or limited by confidential disclosure schedules made between the parties for the purpose of allocating contractual risk between them instead of establishing matters as facts; and may be subject to a standard of materiality provided for in the Interest Purchase Agreement that differs from those applicable to investors. Investors should not rely on the representations, warranties and covenants and other obligations or any descriptions thereof as characterizations of the actual state of facts or condition of the Company, the Capital Companies or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may have changed after the date of the Interest Purchase Agreement, which subsequent information may or may not be fully reflected in public disclosures.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure set forth above under Item 1.01 regarding the Amended and Restated Amendment No. 1 is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On May 15, 2019, the Company announced the consummation of the Capital Acquisition. A copy of the press release is furnished herewith as Exhibit 99.7. Also furnished herewith as Exhibit 99.8 is a copy of an investor presentation that will be used by the Company relating to the Capital Acquisition.

In addition, the Company is furnishing the Capital Companies’ management’s discussion and analysis of financial condition and results of operations with respect to certain historical periods as Exhibit 99.6, which is incorporated by reference herein.

The information in this Item 7.01 and Exhibits 99.6, 99.7 and 99.8 attached hereto is being furnished shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The audited financial statements of Capital Pumping and ASC, and MCS, as of and for the years ended December 31, 2018 and 2017 and the accompanying notes thereto are attached hereto as Exhibits 99.1 and 99.2, respectively, and incorporated by reference herein.

The unaudited financial statements of Capital Pumping and ASC, and MCS, as of March 31, 2019 and December 31, 2018 and for the three months ended March 31, 2019 and 2018 and the accompanying notes thereto are attached hereto as Exhibits 99.3 and 99.4, respectively, and are incorporated by reference herein.

(b) Pro Forma Financial Information.

The unaudited pro forma condensed combined statements of operations of the Company for the year ended October 31, 2018 and for the three months ended January 31, 2019, and the accompanying notes thereto that give effect to the Capital Acquisition are attached hereto as Exhibit 99.5 and are incorporated by reference herein.

(d) Exhibits

Exhibit No.	Description
1.1	<u>Underwriting Agreement, dated as of May 10, 2019, by and between Concrete Pumping Holdings, Inc. and UBS Securities LLC.</u>
2.1	<u>Interest Purchase Agreement, dated as of March 18, 2019, by and between Concrete Pumping Holdings, Inc., Brundage-Bone Concrete Pumping, Inc., CPH Acquisition, LLC, ASC Equipment, LP, Capital Pumping, LP, MC Services, LLC, Capital Rentals, LLC, Central Texas Concrete Services, LLC, A. Keith Crawford and Melinda Crawford (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on March 18, 2019).</u>
2.2	<u>First Amendment to Interest Purchase Agreement, dated as of May 14, 2019, by and between Concrete Pumping Holdings, Inc., Brundage-Bone Concrete Pumping, Inc., CPH Acquisition, LLC, ASC Equipment, LP, Capital Pumping, LP, MC Services, LLC, Capital Rentals, LLC, Central Texas Concrete Services, LLC, A. Keith Crawford and Melinda Crawford.</u>
10.1	<u>Amended and Restated Amendment No. 1 to Term Loan, dated as of May 10, 2019, by and between Concrete Pumping Holdings, Inc., Concrete Pumping Intermediate Acquisition Corp., Brundage-Bone Concrete Pumping Holdings Inc., Credit Suisse AG, Cayman Islands Branch, and each lender party thereto.</u>
99.1	<u>Audited financial statements of Capital Pumping, LP and ASC Equipment, LP as of and for the years ended December 31, 2018 and 2017, and the accompanying notes thereto.</u>
99.2	<u>Audited financial statements of MC Services, LLC as of and for the years ended December 31, 2018 and 2017, and the accompanying notes thereto.</u>
99.3	<u>Unaudited financial statements of Capital Pumping, LP and ASC Equipment, LP as of March 31, 2019 and December 31, 2018 and for the three months ended March 31, 2019 and 2018, and the accompanying notes thereto.</u>
99.4	<u>Unaudited financial statements of MC Services, LLC as of March 31, 2019 and December 31, 2018 and for the three months ended March 31, 2019 and 2018, and the accompanying notes thereto.</u>
99.5	<u>Unaudited pro forma condensed combined statements of operations of Concrete Pumping Holdings, Inc. for the year ended October 31, 2018 and for the three months ended March 31, 2019, and the accompanying notes thereto.</u>
99.6	<u>The Capital Companies' Management's Discussion and Analysis of Financial Condition and Results of Operation.</u>
99.7	<u>Press Release, dated May 15, 2019</u>
99.8	<u>Investor Presentation, dated May 15, 2019.</u>

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CONCRETE PUMPING HOLDINGS, INC.

By: /s/ Iain Humphries
Name: Iain Humphries
Title: Chief Financial Officer and Secretary

Dated: May 15, 2019

Concrete Pumping Holdings, Inc.

16,000,000 Shares

Common Stock
(\$0.0001 par value per Share)

Underwriting Agreement

May 10, 2019

Underwriting Agreement

May 10, 2019

UBS Securities LLC
as representative of the underwriters
c/o UBS Securities LLC
1285 Avenue of the Americas
New York, New York 10019

Ladies and Gentlemen:

Concrete Pumping Holdings, Inc., a Delaware corporation (the "Company"), proposes to issue and sell to the underwriters named in Schedule A annexed hereto (the "Underwriters"), for whom you are acting as representative (the "Representative"), an aggregate of 16,000,000 shares (the "Firm Shares") of common stock, \$0.0001 par value per share (the "Common Stock"), of the Company. In addition, solely for the purpose of covering over-allotments, the Company proposes to grant to the Underwriters the option to purchase from the Company up to an additional 2,400,000 shares of Common Stock (the "Additional Shares"). The Firm Shares and the Additional Shares are hereinafter collectively sometimes referred to as the "Shares." The Shares are described in the Prospectus which is referred to below.

The Company has prepared and filed, in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations thereunder (collectively, the "Act"), with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-1 (File No. 333-230673) under the Act, including a prospectus, relating to the Shares.

Except where the context otherwise requires, "Registration Statement," as used herein, means the registration statement, as amended, at the time of such registration statement's effectiveness for purposes of Section 11 of the Act, as such section applies to the respective Underwriters (the "Effective Time"), including (i) all documents filed as a part thereof, (ii) any information contained in a prospectus filed with the Commission pursuant to Rule 424(b) under the Act, to the extent such information is deemed, pursuant to Rule 430A or Rule 430C under the Act, to be part of the registration statement at the Effective Time, and (iii) any registration statement filed to register the offer and sale of Shares pursuant to Rule 462(b) under the Act.

Except where the context otherwise requires, "Prospectus," as used herein, means the prospectus, relating to the Shares, filed by the Company with the Commission pursuant to Rule 424(b) under the Act on or before the second business day after the date hereof (or such earlier time as may be required under the Act), or, if no such filing is required, the final prospectus included in the Registration Statement at the time it became effective under the Act, in each case in the form furnished by the Company to you for use by the Underwriters and by dealers in connection with the offering of the Shares.

"Preliminary Prospectus," as used herein, means, as of any time, the prospectus relating to the Shares that is included in the Registration Statement immediately prior to that time.

“Exempt Written Communication,” as used herein, means each written communication, if any, by the Company or any person authorized to act on behalf of the Company made to one or more qualified institutional buyers (“QIBs”) as such term is defined in Rule 144A under the Act and/or one or more institutions that are accredited investors (“IAIs”), as defined in Rule 501(a) under the Act to determine whether such investors might have an interest in a contemplated securities offering.

“Exempt Oral Communication,” as used herein, means each oral communication made prior to the filing of the Registration Statement by the Company or any person authorized to act on behalf of the Company made to one or more QIBs and/or one or more IAIs to determine whether such investors might have an interest in a contemplated securities offering.

“Permitted Exempt Written Communication,” as used herein, means the documents listed on Schedule B attached hereto under the heading “Permitted Exempt Written Communications.”

“Covered Exempt Written Communication,” as used herein, means (i) each Exempt Written Communication that is not a Permitted Exempt Written Communication and (ii) each Permitted Exempt Written Communication.

“Disclosure Package,” as used herein, means, collectively, the pricing information set forth on Schedule B attached hereto under the heading “Pricing Information Provided Orally by Underwriters” and the Preliminary Prospectus, considered together.

“Applicable Time,” as used herein, means 8:45 A.M., New York City time, on May 10, 2019.

As used in this Agreement, “business day” shall mean a day on which the New York Stock Exchange (the “NYSE”) is open for trading. The terms “herein,” “hereof,” “hereto,” “hereinafter” and similar terms, as used in this Agreement, shall in each case refer to this Agreement as a whole and not to any particular section, paragraph, sentence or other subdivision of this Agreement. The term “or,” as used herein, is not exclusive.

The Company and the Underwriters agree as follows:

1. Sale and Purchase. Upon the basis of the representations and warranties and subject to the terms and conditions herein set forth, the Company agrees to issue and sell to the respective Underwriters and each of the Underwriters, severally and not jointly, agrees to purchase from the Company the number of Firm Shares set forth opposite the name of such Underwriter in Schedule A attached hereto, subject to adjustment in accordance with Section 8 hereof, (i) with respect to 12,019,834 Firm Shares at a purchase price of \$4.275 per Share, (ii) with respect to 3,225,000 Firm Shares at a purchase price of \$4.500 per Share and (iii) with respect to 755,166 Firm Shares at \$4.450 per Share, in each case, pro rata based on the allocation set forth in Schedule A. The Company is advised by you that the Underwriters intend (i) to make a public offering of their respective portions of the Firm Shares as soon after the effective date of the Registration Statement as in your judgment is advisable and (ii) initially to offer the Firm Shares upon the terms set forth in the Prospectus. You may from time to time increase or decrease the public offering price after the initial public offering to such extent as you may determine.

In addition, the Company hereby grants to the several Underwriters the option (the “Over-Allotment Option”) to purchase, and upon the basis of the representations and warranties and subject to the terms and conditions herein set forth, the Underwriters shall have the right to purchase, severally and not jointly, from the Company, ratably in accordance with the number of Firm Shares purchased by each of them, all or a portion of the Additional Shares as may be necessary to cover over-allotments made in connection with the offering of the Firm Shares, at a purchase price of \$4.275 per Additional Share less an amount per share equal to any dividend or distribution declared by the Company and payable on the Firm Shares but not payable on the Additional Shares. The Over-Allotment Option may be exercised by you on behalf of the several Underwriters at any time and from time to time on or before the thirtieth day following the date of the Prospectus, by written notice to the Company. Such notice shall set forth the aggregate number of Additional Shares as to which the Over-Allotment Option is being exercised and the date and time when the Additional Shares are to be delivered (any such date and time being herein referred to as an “additional time of purchase”); provided, however, that no additional time of purchase shall be earlier than the “time of purchase” (as defined below) nor earlier than the second business day after the date on which the Over-Allotment Option shall have been exercised nor later than the tenth business day after the date on which the Over-Allotment Option shall have been exercised. The number of Additional Shares to be sold to each Underwriter shall be the number which bears the same proportion to the aggregate number of Additional Shares being purchased as the number of Firm Shares set forth opposite the name of such Underwriter on Schedule A hereto bears to the total number of Firm Shares (subject, in each case, to such adjustment as you may determine to eliminate fractional shares), subject to adjustment in accordance with Section 8 hereof.

2. Payment and Delivery. Payment of the purchase price for the Firm Shares shall be made to the Company by federal funds wire transfer against delivery of the Firm Shares to you through the facilities of The Depository Trust Company (“DTC”) for the respective accounts of the Underwriters. Such payment and delivery shall be made at 10:00 A.M., New York City time, on May 14, 2019 (unless another time shall be agreed to by you and the Company or unless postponed in accordance with the provisions of Section 8 hereof). The time at which such payment and delivery are to be made is hereinafter sometimes called the “time of purchase.” Electronic transfer of the Firm Shares shall be made to you at the time of purchase in such names and in such denominations as you shall specify.

Payment of the purchase price for the Additional Shares shall be made at the additional time of purchase in the same manner and at the same office and time of day as the payment for the Firm Shares. Electronic transfer of the Additional Shares shall be made to you at the additional time of purchase in such names and in such denominations as you shall specify.

Deliveries of the documents described in Section 6 hereof with respect to the purchase of the Shares shall be made at the offices of Ropes & Gray LLP at 1211 Sixth Avenue, New York, New York 10036, at 9:00 A.M., New York City time, on the date of the closing of the purchase of the Firm Shares or the Additional Shares, as the case may be.

3. Representations and Warranties of the Company. The Company represents and warrants to and agrees with each of the Underwriters that:

(a) the Registration Statement has heretofore become effective under the Act or, with respect to any registration statement to be filed to register the offer and sale of Shares pursuant to Rule 462(b) under the Act, will be filed with the Commission and become effective under the Act no later than 10:00 P.M., New York City time, on the date of determination of the public offering price for the Shares; no stop order of the Commission preventing or suspending the use of any Preliminary Prospectus, or the effectiveness of the Registration Statement, has been issued, and no proceedings for such purpose have been instituted or, to the Company's knowledge, are contemplated by the Commission;

(b) as of the Effective Time, the Registration Statement complied in all material respects with the requirements of the Act and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; as of the Applicable Time, the Preliminary Prospectus complied in all material respects with the requirements of the Act (including, without limitation, Section 10(a) of the Act) and the Disclosure Package did not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; the Prospectus will comply, as of its date, the time of purchase and each additional time of purchase, if any, in all material respects, with the requirements of the Act (including, without limitation, Section 10(a) of the Act) and, as of the date the Prospectus is filed with the Commission, the time of purchase and any additional time of purchase, if any, the Prospectus will not, as then amended or supplemented, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representation or warranty in this Section 3(b) with respect to any statement contained in the Registration Statement, the Disclosure Package or the Prospectus made in reliance upon and in conformity with information concerning an Underwriter and furnished in writing by or on behalf of such Underwriter through you to the Company expressly for use in the Registration Statement, the Disclosure Package or the Prospectus;

(c) prior to the execution of this Agreement, the Company has not, directly or indirectly, offered or sold any Shares by means of any "prospectus" (within the meaning of the Act) or used any "prospectus" (within the meaning of the Act) in connection with the offer or sale of the Shares, in each case other than the Preliminary Prospectus and the Permitted Exempt Written Communications, if any; the Company has not, directly or indirectly, prepared, used or referred to, and will not, directly or indirectly, prepare, use or refer to, any free writing prospectus, as such term is defined in Rule 405 under the Act, in connection with the offer and sale of the Shares; the Preliminary Prospectus dated May 6, 2019 is a prospectus that, other than by reason of Rule 433 or Rule 431 under the Act, satisfies the requirements of Section 10 of the Act, including a price range where required by rule; the Company was and is an "ineligible issuer" (as defined in Rule 405 under the Act) as of the time of filing the Registration Statement and as of the Applicable Time; the parties hereto agree and understand that the content of any and all "road shows" (as defined in Rule 433 under the Act), Exempt Oral Communications and Covered Exempt Written Communications related to the offering of the Shares contemplated hereby are solely the property of the Company;

- (d) as of the date of this Agreement, the Company qualifies as an emerging growth company (“EGC”), as defined in Section 2(a)(19) of the Act;
- (e) each Permitted Exempt Written Communication, if any, did not as of its date include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (f) the Company has, prior to the date of the Preliminary Prospectus, furnished to you a list containing the names of the recipients of all Covered Exempt Written Communications and all Exempt Oral Communications;
- (g) [Reserved];
- (h) each Covered Exempt Written Communication, if any, does not as of the date hereof conflict with the information contained in the Registration Statement, the Preliminary Prospectus and the Prospectus;
- (i) as of the date of this Agreement, the Company has an authorized and outstanding capitalization as set forth in the sections of the Registration Statement, the Disclosure Package and the Prospectus entitled “Capitalization” and “Description of Capital Stock,” and, as of the time of purchase and any additional time of purchase, as the case may be, the Company shall have an authorized and outstanding capitalization as set forth in the sections of the Registration Statement, the Disclosure Package and the Prospectus entitled “Capitalization” and “Description of Capital Stock” (subject, in each case, to the issuance of shares of Common Stock upon exercise of stock options and warrants disclosed as outstanding in the Registration Statement (excluding the exhibits thereto), each Preliminary Prospectus and the Prospectus and the grant of options under existing stock option plans described in the Registration Statement (excluding the exhibits thereto), each Preliminary Prospectus and the Prospectus); all of the issued and outstanding shares of capital stock, including the Common Stock, of the Company have been duly authorized and validly issued and are fully paid and non-assessable, have been issued in compliance with all applicable securities laws and were not issued in violation of any preemptive right, resale right, right of first refusal or similar right; the Shares are duly listed, and admitted and authorized for trading, subject to official notice of issuance, on The Nasdaq Capital Market (“Nasdaq”);
- (j) the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with full corporate power and authority to own, lease and operate its properties and conduct its business as described in the Registration Statement, the Disclosure Package and the Prospectus, to execute and deliver this Agreement and to issue, sell and deliver the Shares as contemplated herein;

(k) the Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, either (i) have a material adverse effect on the business, properties, financial condition, results of operations or prospects of the Company and the Subsidiaries (as defined below) taken as a whole, (ii) prevent or materially interfere with consummation of the transactions contemplated hereby or (iii) result in the delisting of shares of Common Stock from Nasdaq (the occurrence of any such effect or any such prevention or interference or any such result described in the foregoing clauses (i), (ii) and (iii) being herein referred to as a “Material Adverse Effect”);

(l) the Company has no subsidiaries (as defined under the Act) other than those listed on Exhibit A-I (collectively, the “Subsidiaries”); except as set forth in the Registration Statement and the Prospectus, the Company owns all of the issued and outstanding capital stock of each of the Subsidiaries; except as set forth in the Registration Statement and the Prospectus, other than the capital stock of the Subsidiaries, the Company does not own, directly or indirectly, any corporation, firm, partnership, joint venture, association or other entity which, when such omitted entities are considered in the aggregate as a single subsidiary, would constitute a “significant subsidiary” within the meaning of Rule 1-02(w) of Regulation S-X; complete and correct copies of the charters and the bylaws of the Company and each Subsidiary and all amendments thereto have been delivered to you, and no changes therein will be made on or after the date hereof through and including the time of purchase or, if later, any additional time of purchase; each Subsidiary has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, with full corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement, the Disclosure Package and the Prospectus; each Subsidiary is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, have a Material Adverse Effect; all of the outstanding shares of capital stock of each of the Subsidiaries have been duly authorized and validly issued, are fully paid and non-assessable, have been issued in compliance with all applicable securities laws, were not issued in violation of any preemptive right, resale right, right of first refusal or similar right and, except as described in the Registration Statement, the Disclosure Package and the Prospectus, are owned by the Company subject to no security interest, other encumbrance or adverse claims; and no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or ownership interests in the Subsidiaries are outstanding;

(m) the Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued, fully paid and non-assessable and free of statutory and contractual preemptive rights, resale rights, rights of first refusal and similar rights; the Shares, when issued and delivered against payment therefor as provided herein, will be free of any restriction upon the voting or transfer thereof pursuant to the Delaware General Corporation Law or the Company’s charter or bylaws or any agreement or other instrument to which the Company is a party;

(n) the capital stock of the Company, including the Shares, conforms in all material respects to each description thereof, if any, contained in the Registration Statement, the Disclosure Package and the Prospectus; and the Shares are in due and proper form;

(o) this Agreement has been duly authorized, executed and delivered by the Company;

(p) neither the Company nor any of the Subsidiaries is in breach or violation of or in default under (nor has any event occurred which, with notice, lapse of time or both, would result in any breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a part of such indebtedness under) (A) its charter or bylaws, or (B) any indenture, mortgage, deed of trust, bank loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties may be bound or affected, or (C) any federal, state, local or foreign law, regulation or rule, or (D) any rule or regulation of any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, the rules and regulations of Nasdaq), or (E) any decree, judgment or order applicable to it or any of its properties, except in the case of the foregoing clauses (B), (C), (D) and (E), for any such breaches, violations, defaults or events that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(q) the execution, delivery and performance of this Agreement, the issuance and sale of the Shares and the consummation of the transactions contemplated hereby will not conflict with, result in any breach or violation of or constitute a default under (nor constitute any event which, with notice, lapse of time or both, would result in any breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a part of such indebtedness under) (or result in the creation or imposition of a lien, charge or encumbrance on any property or assets of the Company or any Subsidiary pursuant to) (A) the charter or bylaws of the Company or any of the Subsidiaries, or (B) any indenture, mortgage, deed of trust, bank loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which any of them or any of their respective properties may be bound or affected, or (C) any federal, state, local or foreign law, regulation or rule, or (D) any rule or regulation of any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, the rules and regulations of Nasdaq), or (E) any decree, judgment or order applicable to the Company or any of the Subsidiaries or any of their respective properties, except in the case of the foregoing clauses (B), (C), (D) and (E), for any such breaches, violations, defaults or events that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(r) no approval, authorization, consent or order of or filing with any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency, or of or with any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, Nasdaq), or approval of the stockholders of the Company, is required in connection with the issuance and sale of the Shares or the consummation by the Company of the transactions contemplated hereby, other than (i) registration of the Shares under the Act, which has been effected (or, with respect to any registration statement to be filed hereunder pursuant to Rule 462(b) under the Act, will be effected in accordance herewith), (ii) any necessary qualification under the securities or blue sky laws of the various jurisdictions in which the Shares are being offered by the Underwriters, (iii) under the Conduct Rules of the Financial Industry Regulatory Authority, Inc. (“FINRA”), (iv) any listing applications and related consents or any notices required by Nasdaq in the ordinary course of the offering of the Shares, (v) filings with the Commission pursuant to Rule 424(b) under the Act or (vi) filings with the Commission on Form 8-K with respect to the Underwriting Agreement;

(s) except as described in the Registration Statement (excluding the exhibits thereto), each Preliminary Prospectus and the Prospectus (i) no person has the right, contractual or otherwise, to cause the Company to issue or sell to it any shares of Common Stock or shares of any other capital stock or other equity interests of the Company, (ii) no person has any preemptive rights, resale rights, rights of first refusal or other rights to purchase any shares of Common Stock or shares of any other capital stock of or other equity interests in the Company and (iii) no person has the right to act as an underwriter or as a financial advisor to the Company in connection with the offer and sale of the Shares; no person has the right, contractual or otherwise, to cause the Company to register under the Act any shares of Common Stock or shares of any other capital stock of or other equity interests in the Company, or to include any such shares or interests in the Registration Statement or the offering contemplated thereby;

(t) each of the Company and the Subsidiaries has all necessary licenses, authorizations, consents and approvals and has made all necessary filings required under any applicable law, regulation or rule, and has obtained all necessary licenses, authorizations, consents and approvals from other persons, in order to conduct their respective businesses; neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any proceedings relating to revocation or modification of, any such license, authorization, consent or approval or any federal, state, local or foreign law, regulation or rule or any decree, order or judgment applicable to the Company or any of the Subsidiaries, except where such violation, default, revocation or modification would not, individually or in the aggregate, have a Material Adverse Effect;

(u) there are no actions, suits, claims, investigations or proceedings pending or, to the Company's knowledge, threatened or contemplated to which the Company or any of the Subsidiaries or any of their respective directors or officers is or would be a party or of which any of their respective properties is or would be subject at law or in equity, before or by any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency, or before or by any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, Nasdaq), except any such action, suit, claim, investigation or proceeding which, if resolved adversely to the Company or any Subsidiary, would not, individually or in the aggregate, have a Material Adverse Effect;

(v) Each of BDO USA LLP and WithumSmith+Brown PC, whose reports on the consolidated financial statements of the Company and the Subsidiaries are included in the Registration Statement, the Disclosure Package and the Prospectus, are independent registered public accountants as required by the Act and by the rules of the Public Company Accounting Oversight Board; Maxwell Locke & Ritter LLP, whose reports on the financial statements of Capital Pumping, LP and its affiliates ("Capital") are included in the Registration Statement, the Disclosure Package and the Prospectus, are independent certified public accountants as required by the rules of the American Institute of Certified Public Accountants Code of Professional Conduct;

(w) the financial statements included in the Registration Statement, the Disclosure Package and the Prospectus, together with the related notes and schedules, present fairly the consolidated financial position of the Company and the Subsidiaries as of the dates indicated and of Capital as of the dates indicated and the results of operations, cash flows and changes in stockholders' equity of the Company and the Subsidiaries for the periods specified and of Capital for the periods specified and have been prepared in compliance with the requirements of the Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act") and in conformity with U.S. generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved; all pro forma financial statements or data included in the Registration Statement, the Disclosure Package and the Prospectus comply with the requirements of the Act and the Exchange Act, and the assumptions used in the preparation of such pro forma financial statements and data are reasonable, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements and data; the other financial and statistical data contained in the Registration Statement, the Disclosure Package and the Prospectus are accurately and fairly presented and prepared on a basis consistent with the financial statements and books and records of the Company; there are no financial statements (historical or pro forma) that are required to be included in the Registration Statement, the Disclosure Package or the Prospectus that are not included as required; the Company and the Subsidiaries do not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations), not described in the Registration Statement (excluding the exhibits thereto), the Disclosure Package and the Prospectus; and all disclosures contained in the Registration Statement, the Disclosure Package and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Act, to the extent applicable;

(x) except as disclosed in the Registration Statement (excluding the exhibits thereto), the Disclosure Package and the Prospectus, each outstanding stock option granted under any stock option plan of the Company (each, a "Stock Plan") was granted with a per share exercise price no less than the fair market value per share of Common Stock on the grant date of such option, which is determined under the Company's stock option plans to be the closing sales price for the Company's stock on the last market trading day prior to the grant date, and no such grant involved any "back-dating," "forward-dating" or similar practice with respect to the effective date of such grant; except as would not, individually or in the aggregate, have a Material Adverse Effect, each such option (i) was granted in compliance with applicable law and with the applicable Stock Plan(s), (ii) was duly approved by the board of directors (or a duly authorized committee thereof or an officer of the Company duly authorized by the board of directors or authorized committee thereof to make such grants) of the Company, and (iii) has been properly accounted for in the Company's financial statements in accordance with GAAP and disclosed in the Company's filings with the Commission;

(y) subsequent to the respective dates as of which information is given in the Registration Statement, the Disclosure Package and the Prospectus, in each case excluding any amendments or supplements to the foregoing made after the execution of this Agreement, there has not been (i) any material adverse change, or any development involving a prospective material adverse change, in the business, properties, management, financial condition or results of operations of the Company and the Subsidiaries taken as a whole, (ii) any transaction which is material to the Company and the Subsidiaries taken as a whole, (iii) any obligation or liability, direct or contingent (including any off-balance sheet obligations), incurred by the Company or any Subsidiary, which is material to the Company and the Subsidiaries taken as a whole, (iv) any material change in the capital stock or outstanding indebtedness of the Company or any Subsidiaries or (v) any dividend or distribution of any kind declared, paid or made on the capital stock of the Company or any Subsidiary, except for dividends to the Company or a Subsidiary;

(z) the Company has obtained for the benefit of the Underwriters the agreement (a "Lock-Up Agreement"), in the form set forth as Exhibit B hereto, of each of its directors and "officers" (within the meaning of Rule 16a-1(f) under the Exchange Act) and Argand Partners LP and BBCP Investors LLC;

(aa) neither the Company nor any Subsidiary is and, after giving effect to the offering and sale of the Shares and the application of the proceeds thereof, neither of them will be, an "investment company" or an entity "controlled" by an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(bb) the Company and each of the Subsidiaries have good and marketable title to all property (real and personal, excluding for the purposes of this Section 3(bb), Intellectual Property (as defined below)) described in the Registration Statement, the Disclosure Package and the Prospectus as being owned by any of them, free and clear of all liens, claims, security interests or other encumbrances; all the property described in the Registration Statement, the Disclosure Package and the Prospectus as being held under lease by the Company or a Subsidiary is held thereby under valid, subsisting and enforceable leases;

(cc) except as would not result in a Material Adverse Effect, each of the Company and the Subsidiaries owns or possesses all inventions, patent applications, patents, trademarks (both registered and unregistered), tradenames, service names, copyrights, trade secrets and other proprietary information described in the Registration Statement, the Disclosure Package and the Prospectus as being owned or licensed by it or which is necessary for the conduct of, or material to, its businesses (collectively, the “Intellectual Property”), and the Company is unaware of any claim to the contrary or any challenge by any other person to the rights of the Company or any of the Subsidiaries with respect to the Intellectual Property; the Company is unaware that it or any of the Subsidiaries has infringed or is infringing the intellectual property of a third party, and neither the Company nor any Subsidiary has received notice of a claim by a third party to the contrary;

(dd) neither the Company nor any of the Subsidiaries is engaged in any unfair labor practice; except for matters which would not, individually or in the aggregate, have a Material Adverse Effect, (i) there is (A) no unfair labor practice complaint pending or, to the Company’s knowledge, threatened against the Company or any of the Subsidiaries before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is pending or, to the Company’s knowledge, threatened, (B) no strike, labor dispute, slowdown or stoppage pending or, to the Company’s knowledge, threatened against the Company or any of the Subsidiaries and (C) no union representation dispute currently existing concerning the employees of the Company or any of the Subsidiaries, (ii) to the Company’s knowledge, no efforts to unionize are currently taking place concerning the employees of the Company or any of the Subsidiaries and (iii) there has been no violation of any federal, state, local or foreign law relating to discrimination in the hiring, promotion or pay of employees, any applicable wage or hour laws or any provision of the Employee Retirement Income Security Act of 1974, as amended, or the rules and regulations promulgated thereunder concerning the employees of the Company or any of the Subsidiaries;

(ee) the Company and the Subsidiaries and their respective properties, assets and operations are in compliance with, and the Company and each of the Subsidiaries hold all permits, authorizations and approvals required under, Environmental Laws (as defined below), except to the extent that failure to so comply or to hold such permits, authorizations or approvals would not, individually or in the aggregate, have a Material Adverse Effect; there are no past, present or, to the Company’s knowledge, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws; except as would not, individually or in the aggregate, have a Material Adverse Effect, neither the Company nor any of the Subsidiaries (i) is in violation of any Environmental Law, (ii) is the subject of any investigation, (iii) has received any notice or claim, (iv) is a party to or affected by any pending or, to the Company’s knowledge, threatened action, suit or proceeding, (v) is bound by any judgment, decree or order or (vi) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or cleanup at any location of any Hazardous Materials (as defined below) (as used herein, “Environmental Law” means any federal, state, local or foreign law, statute, ordinance, rule, regulation, order, decree, judgment, injunction, permit, license, authorization or other binding requirement, or common law, relating to health, safety or the protection, cleanup or restoration of the environment or natural resources, including those relating to the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and “Hazardous Materials” means any material (including, without limitation, chemicals, pollutants, contaminants, hazardous or toxic substances, petroleum or petroleum products or wastes) that is regulated by or may give rise to liability under any Environmental Law);

(ff) all tax returns required to be filed by the Company or any of the Subsidiaries have been filed (within any applicable time limit extensions permitted by the relevant tax authority), and all material taxes and other assessments of a similar nature (whether imposed directly or through withholding) including any interest, additions to tax or penalties applicable thereto due or claimed to be due from such entities have been paid, other than those being contested in good faith and for which adequate reserves have been provided;

(gg) the Company and each of the Subsidiaries maintain insurance covering their respective properties, operations, personnel and businesses as the Company reasonably deems adequate; such insurance insures against such losses and risks to an extent which is adequate in accordance with customary industry practice to protect the Company and the Subsidiaries and their respective businesses; all such insurance is fully in force on the date hereof and will be in full force and effect at the time of purchase and each additional time of purchase, if any; neither the Company nor any Subsidiary has reason to believe that it will not be able to (i) renew any such insurance as and when such insurance expires or (ii) obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted at a cost that would not result in any Material Adverse Effect;

(hh) neither the Company nor any Subsidiary has sent or received any communication regarding termination of, or intent not to renew, any of the contracts or agreements referred to or described in any Preliminary Prospectus or the Prospectus, or referred to or described in, or filed as an exhibit to, the Registration Statement, and no such termination or non-renewal has been threatened by the Company or any Subsidiary or, to the Company's knowledge, any other party to any such contract or agreement;

(ii) the Company and each of the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences;

(jj) the Company has established and maintains and evaluates “disclosure controls and procedures” (as such term is defined in Rule 13a-15 and 15d-15 under the Exchange Act) and “internal control over financial reporting” (as such term is defined in Rule 13a-15 and 15d-15 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the Company’s Chief Executive Officer and its Chief Financial Officer by others within those entities, and except as described in the Registration Statement, Disclosure Package and Prospectus, such disclosure controls and procedures are effective to perform the functions for which they were established; the Company’s independent registered public accountants and the Audit Committee of the Board of Directors of the Company have been advised of: (i) all significant deficiencies, if any, in the design or operation of internal controls which could adversely affect the Company’s ability to record, process, summarize and report financial data; and (ii) all fraud, if any, whether or not material, that involves management or other employees who have a role in the Company’s internal controls; all “significant deficiencies” and “material weaknesses” (as such terms are defined in Rule 1-02(a)(4) of Regulation S-X under the Act) of the Company, if any, have been identified to the Company’s independent registered public accountants and all material weaknesses are disclosed in the Registration Statement (excluding the exhibits thereto), each Preliminary Prospectus and the Prospectus; since the date of the most recent evaluation of such disclosure controls and procedures and internal controls, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses, except for such changes with respect to material weaknesses, as are disclosed in the Registration Statement (excluding the exhibits thereto), each Preliminary Prospectus and the Prospectus, that the Company is undertaking or has undertaken to remediate the material weaknesses disclosed in the Registration Statement (excluding the exhibits thereto), each Preliminary Prospectus and the Prospectus; the Company, the Subsidiaries and the Company’s directors and officers are each in compliance in all material respects with all applicable effective provisions of the Sarbanes-Oxley Act and the rules and regulations of the Commission and Nasdaq promulgated thereunder;

(kk) each “forward-looking statement” (within the meaning of Section 27A of the Act or Section 21E of the Exchange Act) contained in the Registration Statement, the Disclosure Package and the Prospectus has been made or reaffirmed with a reasonable basis and in good faith;

(ll) all statistical or market-related data included in the Registration Statement, the Disclosure Package and the Prospectus are based on or derived from sources that the Company reasonably believes to be reliable and accurate, and the Company has obtained, to the extent required, the written consent to the use of such data from such sources;

(mm) neither the Company nor any of the Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of the Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “Foreign Corrupt Practices Act”); and the Company, the Subsidiaries and, to the knowledge of the Company, its affiliates have instituted and maintain policies and procedures designed to ensure continued compliance therewith;

(nn) the operations of the Company and the Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the USA Patriot Act, the Bank Secrecy Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”); and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator or non-governmental authority involving the Company or any of the Subsidiaries with respect to the Money Laundering Laws is pending or, to the Company’s knowledge, threatened;

(oo) neither the Company nor any of the Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of the Subsidiaries is currently subject to any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Treasury Department, the United Nations Security Council, the European Union, Her Majesty’s Treasury or any other relevant sanctions authority; and the Company will not directly or indirectly use the proceeds of the offering of the Shares contemplated hereby, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person or entity for the purpose of financing the activities of any person currently subject to any sanctions administered or enforced by such authorities;

(pp) the Company acknowledges that, in accordance with the requirements of the USA Patriot Act, the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients

(qq) no Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other Subsidiary of the Company, except as described in the Registration Statement (excluding the exhibits thereto), each Preliminary Prospectus and the Prospectus;

(rr) the issuance and sale of the Shares as contemplated hereby will not cause any holder of any shares of capital stock, securities convertible into or exchangeable or exercisable for capital stock or options, warrants or other rights to purchase capital stock or any other securities of the Company to have any right to acquire any shares of preferred stock of the Company;

(ss) the Company has not received any notice from Nasdaq regarding the delisting of the Common Stock from Nasdaq;

(tt) except pursuant to this Agreement, neither the Company nor any of the Subsidiaries has incurred any liability for any finder's or broker's fee or agent's commission in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby or by the Registration Statement;

(uu) neither the Company nor any of the Subsidiaries nor any of their respective directors, officers, affiliates or controlling persons has taken, directly or indirectly, any action designed, or which has constituted or might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares; and

(vv) to the Company's knowledge, there are no affiliations or associations between (i) any member of FINRA and (ii) the Company or any of the Company's officers, directors or 5% or greater security holders or any beneficial owner of the Company's unregistered equity securities that were acquired at any time on or after the 180th day immediately preceding the date the Registration Statement was initially filed with the Commission, except as disclosed in the Registration Statement (excluding the exhibits thereto), the Disclosure Package and the Prospectus.

In addition, any certificate signed by any officer of the Company or any of the Subsidiaries and delivered to any Underwriter or counsel for the Underwriters in connection with the offering of the Shares shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

4. Certain Covenants of the Company. The Company hereby agrees:

(a) to furnish such information as may be required and otherwise to cooperate in qualifying the Shares for offering and sale under the securities or blue sky laws of such states or other jurisdictions as you may reasonably designate and to maintain such qualifications in effect for so long as you may reasonably request for the distribution of the Shares; provided, however, that the Company shall not be required to qualify as a foreign corporation or to consent to the service of process under the laws of any such jurisdiction (except service of process with respect to the offering and sale of the Shares); and to promptly advise you of the receipt by the Company of any notification with respect to the suspension of the qualification of the Shares for offer or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(b) to make available to the Underwriters in New York City, as soon as practicable after this Agreement becomes effective, and thereafter from time to time to furnish to the Underwriters, as many copies of the Prospectus (or of the Prospectus as amended or supplemented if the Company shall have made any amendments or supplements thereto after the effective date of the Registration Statement) as the Underwriters may reasonably request for the purposes contemplated by the Act; in case any Underwriter is required to deliver (whether physically or through compliance with Rule 172 under the Act or any similar rule), in connection with the sale of the Shares, a prospectus after the nine-month period referred to in Section 10(a)(3) of the Act, the Company will prepare, at its expense, promptly upon request such amendment or amendments to the Registration Statement and the Prospectus as may be necessary to permit compliance with the requirements of Section 10(a)(3) of the Act;

(c) if, at the time this Agreement is executed and delivered, it is necessary or appropriate for a post-effective amendment to the Registration Statement, or a Registration Statement under Rule 462(b) under the Act, to be filed with the Commission and become effective before the Shares may be sold, the Company will use its best efforts to cause such post-effective amendment or such Registration Statement to be filed and become effective, and will pay any applicable fees in accordance with the Act, as soon as possible; and the Company will advise you promptly and, if requested by you, will confirm such advice in writing, (i) when such post-effective amendment or such Registration Statement has become effective, and (ii) if Rule 430A under the Act is used, when the Prospectus is filed with the Commission pursuant to Rule 424(b) under the Act (which the Company agrees to file in a timely manner in accordance with such Rules);

(d) for so long as a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or any similar rule) to notify you promptly upon an event that causes the Company to no longer qualify as an EGC;

(e) to advise you promptly, confirming such advice in writing, of any request by the Commission for amendments or supplements to the Registration Statement, any Preliminary Prospectus or the Prospectus or for additional information with respect thereto, or of notice of institution of proceedings for, or the entry of a stop order, suspending the effectiveness of the Registration Statement and, if the Commission should enter a stop order suspending the effectiveness of the Registration Statement, to use its best efforts to obtain the lifting or removal of such order as soon as possible; to advise you promptly of any proposal to amend or supplement the Registration Statement, any Preliminary Prospectus or the Prospectus, and to provide you and Underwriters' counsel copies of any such documents for review and comment a reasonable amount of time prior to any proposed filing and to file no such amendment or supplement to which you shall object in writing;

(f) subject to Section 4(e) hereof, to file promptly all reports and documents and any preliminary or definitive proxy or information statement required to be filed by the Company with the Commission in order to comply with the Exchange Act for so long as a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or any similar rule) in connection with any sale of Shares; and to provide you, for your review and comment, with a copy of such reports and statements and other documents to be filed by the Company pursuant to Section 13, 14 or 15(d) of the Exchange Act during such period a reasonable amount of time prior to any proposed filing, and to file no such report, statement or document to which you shall have reasonably objected in writing; and to promptly notify you of such filing;

(g) to advise the Underwriters promptly of the happening of any event within the period during which a prospectus is required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or any similar rule) in connection with any sale of Shares, which event could require the making of any change in the Prospectus then being used so that the Prospectus would not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading, and to advise the Underwriters promptly if, during such period, it shall become necessary to amend or supplement the Prospectus to cause the Prospectus to comply with the requirements of the Act, and, in each case, during such time, subject to Section 4(e) hereof, to prepare and furnish, at the Company's expense, to the Underwriters promptly such amendments or supplements to such Prospectus as may be necessary to reflect any such change or to effect such compliance;

(h) to make generally available (within the meaning of Rule 158 under the Act) to its security holders, and, if not available on the Commission's Electronic Data Gathering, Analysis and Retrieval system ("EDGAR"), to deliver to you, an earnings statement of the Company (which will satisfy the provisions of Section 11(a) of the Act) covering a period of twelve months beginning after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act) as soon as is reasonably practicable after the termination of such twelve-month period but in any case not later than the date determined in accordance with the provisions of the last paragraph of Section 11(a) of the Act and Rule 158(c) thereunder;

(i) [Reserved];

(j) if requested by you, to furnish to you as early as practicable prior to the time of purchase and any additional time of purchase, as the case may be, but not later than two business days prior thereto, a copy of the latest available unaudited interim consolidated financial statements, if any, of the Company and the Subsidiaries which have been read by the Company's independent registered public accountants, as stated in their letter to be furnished pursuant to Section 6(b) hereof, provided, however, that the Company shall not be required to furnish any materials pursuant to this clause if such materials are available via EDGAR;

(k) to apply the net proceeds from the sale of the Shares in the manner set forth under the caption “Use of Proceeds” in the Prospectus;

(l) to pay all costs, expenses, fees and taxes in connection with (i) the preparation and filing of the Registration Statement, each Preliminary Prospectus, the Prospectus, each Permitted Free Writing Prospectus and any amendments or supplements thereto, and the printing and furnishing of copies of each thereof to the Underwriters and to dealers (including costs of mailing and shipment), (ii) the registration, issue, sale and delivery of the Shares including any stock or transfer taxes and stamp or similar duties payable upon the sale, issuance or delivery of the Shares to the Underwriters, (iii) the producing, word processing and/or printing of this Agreement, any dealer agreements, and any closing documents (including compilations thereof), and the reproduction and/or printing and furnishing of copies of each thereof to the Underwriters and (except closing documents) to dealers (including costs of mailing and shipment), (iv) the qualification of the Shares for offering and sale under state or foreign laws and the determination of their eligibility for investment under state or foreign law (including the reasonable and documented legal fees and filing fees and other disbursements of counsel for the Underwriters) and the printing and furnishing of copies of any blue sky surveys or legal investment surveys to the Underwriters and to dealers, (v) any listing of the Shares on any securities exchange or qualification of the Shares for quotation on Nasdaq and any registration thereof under the Exchange Act, (vi) any filing for review of the public offering of the Shares by FINRA, including the reasonable and documented legal fees and filing fees and other disbursements of counsel to the Underwriters relating to FINRA matters in an amount not to exceed \$15,000, (vii) the fees and disbursements of any transfer agent or registrar for the Shares, (viii) the costs and expenses of the Company relating to presentations or meetings undertaken in connection with the marketing of the offering and sale of the Shares to prospective investors and the Underwriters’ sales forces, including, without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel, lodging and other expenses incurred by the officers of the Company and any such consultants, and the costs of all Exempt Oral Communications and Covered Exempt Written Communications, and (ix) the performance of the Company’s other obligations hereunder;

(m) to comply with Rule 433(d) under the Act (without reliance on Rule 164(b) under the Act) and with Rule 433(g) under the Act;

(n) beginning on the date hereof and ending on, and including, the date that is 90 days after the date of the Prospectus (the “Lock-Up Period”), without your prior written consent, not to (i) issue, sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act and the rules and regulations of the Commission promulgated thereunder, with respect to, any Common Stock or any other securities of the Company that are substantially similar to Common Stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (ii) file or cause to become effective a registration statement under the Act relating to the offer and sale of any Common Stock or any other securities of the Company that are substantially similar to Common Stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Stock or any other securities of the Company that are substantially similar to Common Stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise or (iv) publicly announce an intention to effect any transaction specified in clause (i), (ii) or (iii), except, in each case, for (A) the registration of the offer and sale of the Shares as contemplated by this Agreement, (B) the issuance of the Shares as contemplated by this Agreement, (C) issuances of Common Stock upon the exercise of options or warrants disclosed as outstanding in the Registration Statement (excluding the exhibits thereto), each Preliminary Prospectus and the Prospectus, and (D) the issuance of equity-based awards under the Company’s equity incentive plan described in the Registration Statement (excluding the exhibits thereto), each Preliminary Prospectus and the Prospectus, except for employee stock options that are exercisable during the Lock-Up Period;

(o) prior to the time of purchase or any additional time of purchase, as the case may be, to provide you with reasonable advance notice of and opportunity to comment on any press release or other communication directly or indirectly and hold no press conferences with respect to the Company or any Subsidiary, the financial condition, results of operations, business, properties, assets, or liabilities of the Company or any Subsidiary, or the offering of the Shares, and to issue no such press release or communications or hold such press conference without your prior consent;

(p) not, at any time at or after the execution of this Agreement, to, directly or indirectly, offer or sell any Shares by means of any "prospectus" (within the meaning of the Act), or use any "prospectus" (within the meaning of the Act) in connection with the offer or sale of the Shares, in each case other than the Prospectus;

(q) not to, and to cause the Subsidiaries not to, take, directly or indirectly, any action designed, or which will constitute, or has constituted, or might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares;

(r) to use its best efforts to cause the Shares to be listed for quotation on Nasdaq and to maintain such listing on Nasdaq; and

(s) to maintain a transfer agent and, if necessary under the jurisdiction of incorporation of the Company, a registrar for the Common Stock.

5 . Reimbursement of the Underwriters' Expenses. If, after the execution and delivery of this Agreement, the Shares are not delivered for any reason other than the termination of this Agreement pursuant to subsections 2(A), 2(C), 2(D) or 2(E) of Section 7 hereof, the fifth paragraph of Section 8 hereof or the default by one or more of the Underwriters in its or their respective obligations hereunder, the Company shall, in addition to paying the amounts described in Section 4(I) hereof, reimburse the Underwriters for all of their reasonable out-of-pocket expenses, including the reasonable and documented fees and disbursements of their counsel.

6. Conditions of the Underwriters' Obligations. The several obligations of the Underwriters hereunder are subject to the accuracy of the representations and warranties on the part of the Company on the date hereof, at the time of purchase and, if applicable, at the additional time of purchase, the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

(a) The Company shall furnish to you at the time of purchase and, if applicable, at the additional time of purchase, an opinion of Winston & Strawn LLP, counsel for the Company, addressed to the Underwriters, and dated the time of purchase or the additional time of purchase, as the case may be, with executed copies for each Underwriter, and in form and substance satisfactory to you.

(b) You shall have received from each of (i) BDO USA LLP, the registered public or certified public accountant of the Company, (ii) WithumSmith+Brown PC, the predecessor registered public or certified public accountant of the Company and (iii) Maxwell Locke & Ritter LLP, the registered public or certified public accountant of Capital, letters dated, respectively, the date of this Agreement, the date of the Prospectus, the time of purchase and, if applicable, the additional time of purchase, and addressed to the Underwriters (with executed copies for each Underwriter) in the forms satisfactory to you, which letters shall cover, without limitation, the various financial disclosures contained in the Registration Statement, the Disclosure Package and the Prospectus.

(c) You shall have received at the time of purchase and, if applicable, at the additional time of purchase, the favorable opinion of Ropes & Gray LLP, counsel for the Underwriters, dated the time of purchase or the additional time of purchase, as the case may be, in form and substance reasonably satisfactory to you.

(d) No Prospectus or amendment or supplement to the Registration Statement or the Prospectus shall have been filed to which you shall have objected in writing.

(e) The Registration Statement and any registration statement required to be filed, prior to the sale of the Shares, under the Act pursuant to Rule 462(b) shall have been filed and shall have become effective under the Act. If Rule 430A under the Act is used, the Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act at or before 5:30 P.M., New York City time, on the second full business day after the date of this Agreement (or such earlier time as may be required under the Act).

(f) Prior to and at the time of purchase, and, if applicable, the additional time of purchase, (i) no stop order with respect to the effectiveness of the Registration Statement shall have been issued under the Act or proceedings initiated under Section 8(d) or 8(e) of the Act; (ii) the Registration Statement and all amendments thereto shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (iii) neither the Preliminary Prospectus nor the Prospectus, and no amendment or supplement thereto, shall include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; (iv) no Disclosure Package, and no amendment or supplement thereto, shall include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; and (v) none of the Permitted Exempt Written Communications, if any, shall include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(g) The Company will, at the time of purchase and, if applicable, at the additional time of purchase, deliver to you a certificate of its Chief Executive Officer and its Chief Financial Officer, dated the time of purchase or the additional time of purchase, as the case may be, in the form attached as Exhibit C hereto.

(h) The Chief Financial Officer of the Company shall have furnished to you a certificate, dated the date hereof and the time of purchase or an additional time of purchase, as the case may be, respectively, in form and substance satisfactory to you.

(i) You shall have received each of the signed Lock-Up Agreements referred to in Section 3(z) hereof, and each such Lock-Up Agreement shall be in full force and effect at the time of purchase and the additional time of purchase, as the case may be.

(j) The Company shall have furnished to you such other documents and certificates as to the accuracy and completeness of any statement in the Registration Statement, any Preliminary Prospectus or the Prospectus as of the time of purchase and, if applicable, the additional time of purchase, as you may reasonably request.

(k) The Shares shall have been approved for quotation on Nasdaq, subject only to notice of issuance at or prior to the time of purchase or the additional time of purchase, as the case may be.

(l) FINRA shall not have raised any objection with respect to the fairness or reasonableness of the underwriting, or other arrangements of the transactions, contemplated hereby.

7. Effective Date of Agreement; Termination. This Agreement shall become effective when the parties hereto have executed and delivered this Agreement.

The obligations of the several Underwriters hereunder shall be subject to termination in your absolute discretion, if (1) since the time of execution of this Agreement or the earlier respective dates as of which information is given in the Registration Statement, the Disclosure Package and the Prospectus there has been any change or any development involving a prospective change in the business, properties, management, financial condition or results of operations of the Company and the Subsidiaries taken as a whole, the effect of which change or development is, in your sole judgment, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares on the terms and in the manner contemplated in the Registration Statement, the Disclosure Package and the Prospectus or (2) since the time of execution of this Agreement, there shall have occurred: (A) a suspension or material limitation in trading in securities generally on the NYSE, the NYSE American Stock Exchange or Nasdaq; (B) a suspension or material limitation in trading in the Company's securities on Nasdaq; (C) a general moratorium on commercial banking activities declared by either federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (D) an outbreak or escalation of hostilities or acts of terrorism involving the United States or a declaration by the United States of a national emergency or war; or (E) any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (D) or (E), in your sole judgment, makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares on the terms and in the manner contemplated in the Registration Statement, the Disclosure Package and the Prospectus, or (3) since the time of execution of this Agreement, there shall have occurred any downgrading, or any notice or announcement shall have been given or made of: (A) any intended or potential downgrading or (B) any watch, review or possible change that does not indicate an affirmation or improvement in the rating accorded any securities of or guaranteed by the Company or any Subsidiary by any "nationally recognized statistical rating organization," as that term is defined in Rule 436(g)(2) under the Act.

If you elect to terminate this Agreement as provided in this Section 7, the Company and each other Underwriter shall be notified promptly in writing.

If the sale to the Underwriters of the Shares, as contemplated by this Agreement, is not carried out by the Underwriters for any reason permitted under this Agreement, or if such sale is not carried out because the Company shall be unable to comply with any of the terms of this Agreement, the Company shall not be under any obligation or liability under this Agreement (except to the extent provided in Sections 4(l), 5 and 9 hereof), and the Underwriters shall be under no obligation or liability to the Company under this Agreement (except to the extent provided in Section 9 hereof) or to one another hereunder.

8 . Increase in Underwriters' Commitments. Subject to Sections 6 and 7 hereof, if any Underwriter shall default in its obligation to take up and pay for the Firm Shares to be purchased by it hereunder (otherwise than for a failure of a condition set forth in Section 6 hereof or a reason sufficient to justify the termination of this Agreement under the provisions of Section 7 hereof) and if the number of Firm Shares which all Underwriters so defaulting shall have agreed but failed to take up and pay for does not exceed 10% of the total number of Firm Shares, the non-defaulting Underwriters (including the Underwriters, if any, substituted in the manner set forth below) shall take up and pay for (in addition to the aggregate number of Firm Shares they are obligated to purchase pursuant to Section 1 hereof) the number of Firm Shares agreed to be purchased by all such defaulting Underwriters, as hereinafter provided. Such Firm Shares shall be taken up and paid for by such non-defaulting Underwriters in such amount or amounts as you may designate with the consent of each Underwriter so designated or, in the event no such designation is made, such Firm Shares shall be taken up and paid for by all non-defaulting Underwriters pro rata in proportion to the aggregate number of Firm Shares set forth opposite the names of such non-defaulting Underwriters in Schedule A.

Without relieving any defaulting Underwriter from its obligations hereunder, the Company agrees with the non-defaulting Underwriters that it will not sell any Firm Shares hereunder unless all of the Firm Shares are purchased by the Underwriters (or by substituted Underwriters selected by you with the approval of the Company or selected by the Company with your approval).

If a new Underwriter or Underwriters are substituted by the Underwriters or by the Company for a defaulting Underwriter or Underwriters in accordance with the foregoing provision, the Company or you shall have the right to postpone the time of purchase for a period not exceeding five business days in order that any necessary changes in the Registration Statement and the Prospectus and other documents may be effected.

The term "Underwriter" as used in this Agreement shall refer to and include any Underwriter substituted under this Section 8 with like effect as if such substituted Underwriter had originally been named in Schedule A hereto.

If the aggregate number of Firm Shares which the defaulting Underwriter or Underwriters agreed to purchase exceeds 10% of the total number of Firm Shares which all Underwriters agreed to purchase hereunder, and if neither the non-defaulting Underwriters nor the Company shall make arrangements within the five business day period stated above for the purchase of all the Firm Shares which the defaulting Underwriter or Underwriters agreed to purchase hereunder, this Agreement shall terminate without further act or deed and without any liability on the part of the Company to any Underwriter and without any liability on the part of any non-defaulting Underwriter to the Company. Nothing in this paragraph, and no action taken hereunder, shall relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

9. Indemnity and Contribution

(a) The Company agrees to indemnify, defend and hold harmless each Underwriter, its partners, directors, officers and members, any person who controls any Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and any “affiliate” (within the meaning of Rule 405 under the Act) of such Underwriter, and the successors and assigns of all of the foregoing persons, from and against any loss, damage, expense, liability or claim (including the reasonable cost of investigation) which, jointly or severally, any such Underwriter or any such person may incur under the Act, the Exchange Act, the common law or otherwise, insofar as such loss, damage, expense, liability or claim arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or in the Registration Statement as amended by any post-effective amendment thereof by the Company) or arises out of or is based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as any such loss, damage, expense, liability or claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information concerning such Underwriter furnished in writing by or on behalf of such Underwriter through you to the Company expressly for use in, the Registration Statement or arises out of or is based upon any omission or alleged omission to state a material fact in the Registration Statement in connection with such information, which material fact was not contained in such information and which material fact was required to be stated in such Registration Statement or was necessary to make such information not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact included in any Prospectus (the term Prospectus for the purpose of this Section 9 being deemed to include any Preliminary Prospectus, the Prospectus and any amendments or supplements to the foregoing), in any Covered Exempt Written Communication, in any “issuer information” (as defined in Rule 433 under the Act) of the Company or in any Prospectus together with one or more Covered Exempt Written Communications, if any, or arises out of or is based upon any omission or alleged omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except, with respect to such Prospectus or any Permitted Exempt Written Communication, insofar as any such loss, damage, expense, liability or claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information concerning such Underwriter furnished in writing by or on behalf of such Underwriter through you to the Company expressly for use in, such Prospectus or Permitted Exempt Written Communication or arises out of or is based upon any omission or alleged omission to state a material fact in such Prospectus or Permitted Exempt Written Communication in connection with such information, which material fact was not contained in such information and which material fact was necessary in order to make the statements in such information, in the light of the circumstances under which they were made, not misleading, and will reimburse each “indemnified party” (defined below) for any legal or other fees or expenses reasonably incurred by such indemnified party in connection with investigating or defending against any loss, damage, expense, liability, claim, action, litigation, investigation or proceeding whatsoever (whether or not such indemnified party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to the above as such fees and expenses are incurred.

(b) Each Underwriter severally agrees to indemnify, defend and hold harmless the Company, its directors and officers, and any person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and the successors and assigns of all of the foregoing persons, from and against any loss, damage, expense, liability or claim (including the reasonable cost of investigation) which, jointly or severally, the Company or any such person may incur under the Act, the Exchange Act, the common law or otherwise, insofar as such loss, damage, expense, liability or claim arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information concerning such Underwriter furnished in writing by or on behalf of such Underwriter through you to the Company expressly for use in, the Registration Statement (or in the Registration Statement as amended by any post-effective amendment thereof by the Company), or arises out of or is based upon any omission or alleged omission to state a material fact in such Registration Statement in connection with such information, which material fact was not contained in such information and which material fact was required to be stated in such Registration Statement or was necessary to make such information not misleading or (ii) any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information concerning such Underwriter furnished in writing by or on behalf of such Underwriter through you to the Company expressly for use in, a Prospectus, or a Permitted Exempt Written Communication, or arises out of or is based upon any omission or alleged omission to state a material fact in such Prospectus or Permitted Exempt Written Communication in connection with such information, which material fact was not contained in such information and which material fact was necessary in order to make the statements in such information, in the light of the circumstances under which they were made, not misleading.

(c) If any action, suit or proceeding (each, a “Proceeding”) is brought against a person (an “indemnified party”) in respect of which indemnity may be sought against the Company or an Underwriter (as applicable, the “indemnifying party”) pursuant to subsection (a) or (b), respectively, of this Section 9, such indemnified party shall promptly notify such indemnifying party in writing of the institution of such Proceeding and such indemnifying party shall assume the defense of such Proceeding, including the retention of counsel reasonably satisfactory to such indemnified party, and pay all documented legal or other fees and expenses related to such Proceeding or reasonably incurred in connection with such indemnified party’s enforcement of subsection (a) or (b) of this Section 9; provided, however, that the omission to so notify such indemnifying party shall not relieve such indemnifying party from any liability that such indemnifying party may have to any indemnified party or otherwise. The indemnified party or parties shall have the right to retain its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such indemnified party or parties unless (i) the retention of such counsel shall have been authorized in writing by the indemnifying party in connection with the defense of such Proceeding, (ii) the indemnifying party shall not have, within a reasonable period of time in light of the circumstances, retained counsel to defend such Proceeding or (iii) the defendants in any such action include both the indemnified party and the indemnifying party and such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them that are different from, additional to or in conflict with those available to such indemnifying party (in which case such indemnifying party shall not have the right to direct the defense of such Proceeding on behalf of the indemnified party or parties), in any of which events such reasonable and documented fees and expenses shall be borne by such indemnifying party and paid as incurred (it being understood, however, that such indemnifying party shall not be liable for the fees or expenses of more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the indemnified parties who are parties to such Proceeding). The indemnifying party shall not be liable for any settlement of any Proceeding effected without its written consent but, if settled with its written consent, such indemnifying party agrees to indemnify and hold harmless the indemnified party or parties from and against any loss or liability by reason of such settlement. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second sentence of this Section 9(c), then the indemnifying party agrees that it shall be liable for any settlement of any Proceeding effected without its written consent if (i) such settlement is entered into more than 60 business days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall not have fully reimbursed the indemnified party in accordance with such request prior to the date of such settlement and (iii) such indemnified party shall have given the indemnifying party at least 30 days’ prior notice of its intention to settle. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened Proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such Proceeding and does not include an admission of fault or culpability or a failure to act by or on behalf of such indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to an indemnified party under subsections (a) and (b) of this Section 9 or insufficient to hold an indemnified party harmless in respect of any losses, damages, expenses, liabilities or claims referred to therein, then each applicable indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, damages, expenses, liabilities or claims (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Shares or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such losses, damages, expenses, liabilities or claims, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same respective proportions as the total proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by the Company, and the total underwriting discounts and commissions received by the Underwriters, bear to the aggregate public offering price of the Shares. The relative fault of the Company on the one hand and of the Underwriters on the other shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or omission or alleged omission relates to information supplied by the Company or by the Underwriters and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, damages, expenses, liabilities and claims referred to in this subsection shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with investigating, preparing to defend or defending any Proceeding.

(e) The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in subsection (d) above. Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by such Underwriter and distributed to the public were offered to the public exceeds the amount of any damage which such Underwriter has otherwise been required to pay by reason of such untrue statement or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters’ obligations to contribute pursuant to this Section 9 are several in proportion to their respective underwriting commitments and not joint.

(f) The indemnity and contribution agreements contained in this Section 9 and the covenants, warranties and representations of the Company contained in this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of any Underwriter, its partners, directors, officers or members or any person (including each partner, officer, director or member of such person) who controls any Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, or by or on behalf of the Company, its directors or officers or any person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and shall survive any termination of this Agreement or the issuance and delivery of the Shares. The Company and each Underwriter agree promptly to notify each other of the commencement of any Proceeding against it and, in the case of the Company, against any of the Company's officers or directors in connection with the issuance and sale of the Shares, or in connection with the Registration Statement, any Preliminary Prospectus or the Prospectus.

10. Information Furnished by the Underwriters. The statements set forth in the last paragraph on the cover page of the Prospectus and the statements in the section "Underwriting" set forth (i) in the second paragraph preceding the title "Option to Purchase Additional Shares," (ii) in the first four sentences of the first paragraph under the title "Underwriting Discount" and (iii) under the title "Price Stabilization, Short Positions" as such statements relate to the Underwriters, only insofar as such statements relate to the amount of selling concession and reallowance or to over-allotment and stabilization activities that may be undertaken by the Underwriters, constitute the only information furnished by or on behalf of the Underwriters, as such information is referred to in Sections 3 and 9 hereof.

11. Notices. Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing or by telegram or facsimile and, if to the Underwriters, shall be sufficient in all respects if delivered or sent to UBS Securities LLC, 1285 Avenue of the Americas, New York, New York 10019, Attention: Syndicate (fax: (212) 713-3371), with a copy (which shall not constitute notice) to Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attention: Paul D. Tropp; and if to the Company, shall be sufficient in all respects if delivered or sent to the Company at the offices of the Company at 6461 Downing Street, Denver, Colorado 80229 (facsimile: [____]), Attention: Iain Humphries, Chief Financial Officer, with a copy (which shall not constitute notice) to Winston & Strawn LLP, 200 Park Avenue, New York, New York 10166, Attention: Elliott Smith.

12. Governing Law; Construction. This Agreement and any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Agreement (“Claim”), directly or indirectly, shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflicts of law principles thereof. The section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement.

13. Submission to Jurisdiction. Except as set forth below, no Claim may be commenced, prosecuted or continued in any court other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have jurisdiction over the adjudication of such matters, and the Company and each Underwriter consents to the jurisdiction of such courts and personal service with respect thereto. Each Underwriter and the Company hereby consents to personal jurisdiction, service and venue in any court in which any Claim arising out of or in any way relating to this Agreement is brought by any third party against any Underwriter or any indemnified party. Each Underwriter and the Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) waive all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) in any way arising out of or relating to this Agreement. The Company and each Underwriter agrees that a final judgment in any such action, proceeding or counterclaim brought in any such court shall be conclusive and binding upon the Company and each Underwriter, respectively, and may be enforced in any other courts to the jurisdiction of which the Company and each Underwriter, respectively, is or may be subject, by suit upon such judgment.

14. Parties at Interest. The Agreement herein set forth has been and is made solely for the benefit of the Underwriters and the Company and to the extent provided in Section 9 hereof the controlling persons, partners, directors, officers, members and affiliates referred to in such Section, and their respective successors, assigns, heirs, personal representatives and executors and administrators. No other person, partnership, association or corporation (including a purchaser, as such purchaser, from any of the Underwriters) shall acquire or have any right under or by virtue of this Agreement.

15. No Fiduciary Relationship. The Company hereby acknowledges that the Underwriters are acting solely as underwriters in connection with the purchase and sale of the Company’s securities. The Company further acknowledges that the Underwriters are acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm’s length basis, and in no event do the parties intend that the Underwriters act or be responsible as a fiduciary to the Company, its management, stockholders or creditors or any other person in connection with any activity that the Underwriters may undertake or have undertaken in furtherance of the purchase and sale of the Company’s securities, either before or after the date hereof. The Underwriters hereby expressly disclaim any fiduciary or similar obligations to the Company, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Company hereby confirms its understanding and agreement to that effect. The Company and the Underwriters agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Underwriters to the Company regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Company’s securities, do not constitute advice or recommendations to the Company. The Company and the Underwriters agree that the Underwriters are acting as principal and not the agent or fiduciary of the Company and no Underwriter has assumed, and none of them will assume, any advisory responsibility in favor of the Company with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Underwriter has advised or is currently advising the Company on other matters). The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Underwriters with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to the Company in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions.

16. Counterparts. This Agreement may be signed by the parties in one or more counterparts which together shall constitute one and the same agreement among the parties. Delivery of a signed counterpart of this Agreement by e-mail or facsimile transmission shall constitute valid and sufficient delivery thereof.

17. Successors and Assigns. This Agreement shall be binding upon the Underwriters and the Company and their successors and assigns and any successor or assign of any substantial portion of the Company's and any of the Underwriters' respective businesses and/or assets.

18. Miscellaneous. UBS Securities, LLC ("UBS"), an indirect, wholly owned subsidiary of UBS AG, is not a bank and is separate from any affiliated bank, including any U.S. branch or agency of UBS AG. Because UBS is a separately incorporated entity, it is solely responsible for its own contractual obligations and commitments, including obligations with respect to sales and purchases of securities. Securities sold, offered or recommended by UBS are not deposits, are not insured by the Federal Deposit Insurance Corporation, are not guaranteed by a branch or agency, and are not otherwise an obligation or responsibility of a branch or agency.

19. Recognition of the U.S. Special Resolution Regimes

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section a "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

If the foregoing correctly sets forth the understanding between the Company and the several Underwriters, please so indicate in the space provided below for that purpose, whereupon this Agreement and your acceptance shall constitute a binding agreement between the Company and the Underwriters, severally.

Very truly yours,

Concrete Pumping Holdings, Inc.

By: /s/ Iain Humphries

Name: Iain Humphries

Title: Chief Financial Officer

[Signature Page to Purchase Agreement]

Accepted and agreed to as of the date first above written, on behalf of itself and the other several Underwriters named in Schedule A

UBS Securities LLC

By: /s/ Anthony Faria
Name: Anthony Faria
Title: Director

By: /s/ Evan Riley
Name: Evan Riley
Title: Managing Director

[Signature Page to Purchase Agreement]

SCHEDULE A

Underwriter	Number of Firm Shares
UBS Securities LLC	7,200,000
Robert W. Baird & Co. Incorporated	5,200,000
Stifel, Nicolaus & Company, Incorporated	1,800,000
William Blair & Company, L.L.C.	1,800,000
Total	<u>16,000,000</u>

SCHEDULE B

Permitted Exempt Written Communications

None.

Pricing Information Provided Orally by Underwriters

Price per Share to the public: \$4.500

Number of Shares Offered: 16,000,000

EXHIBIT A-I

Subsidiaries

EXHIBIT B

Lock-Up Agreement

_____, 2019

UBS Securities LLC
As representative of the other Underwriters
named in Schedule A to the Underwriting Agreement
referred to herein

c/o UBS Securities LLC
1285 Avenue of the Americas
New York, New York 10019

Ladies and Gentlemen:

This Lock-Up Agreement is being delivered to you in connection with the proposed Underwriting Agreement (the "Underwriting Agreement") to be entered into by Concrete Pumping Holdings, Inc., a Delaware corporation (the "Company"), and you and the other underwriters named in Schedule A to the Underwriting Agreement (the "Underwriters"), with respect to the public offering (the "Offering") of common stock, par value \$0.0001 per share, of the Company (the "Common Stock").

In order to induce you to enter into the Underwriting Agreement, the undersigned agrees that, for a period (the "Lock-Up Period") beginning on the date hereof and ending on, and including, the date that is 90 days after the date of the final prospectus relating to the Offering, the undersigned will not, without the prior written consent of UBS Securities LLC, (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or file (or participate in the filing of) a registration statement with the Securities and Exchange Commission (the "Commission") in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder (the "Exchange Act") with respect to, any Common Stock or any other securities of the Company that are substantially similar to Common Stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Stock or any other securities of the Company that are substantially similar to Common Stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise or (iii) publicly announce an intention to effect any transaction specified in clause (i) or (ii). The foregoing sentence shall not apply to (a) the registration of the offer and sale of Common Stock as contemplated by the Underwriting Agreement and the sale of the Common Stock to the Underwriters in the Offering, (b) bona fide gifts, provided the recipient thereof agrees in writing with the Underwriters to be bound by the terms of this Lock-Up Agreement, (c) dispositions to any trust for the direct or indirect benefit of the undersigned and/or the immediate family of the undersigned, provided that such trust agrees in writing with the Underwriters to be bound by the terms of this Lock-Up Agreement, or (d) if the undersigned is a corporation, partnership or other business entity, as a distribution to limited partners, members or stockholders or other equity holders of the undersigned (or their equivalents under the jurisdiction of organization of the undersigned) or (e) to the undersigned's affiliates (as defined in Rule 12b-2 promulgated under the Exchange Act); *provided* that in the case of any transfer, disposition or distribution pursuant to clause (d) or (e), (i) each transferee, donee or distributee shall sign and deliver a Lock-Up Agreement substantially in the form of this agreement and (ii) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the Lock-Up Period. For purposes of this paragraph, "immediate family" shall mean the undersigned and the spouse, any lineal descendent, father, mother, brother or sister of the undersigned.

In addition, the undersigned hereby waives any rights the undersigned may have to require registration of Common Stock in connection with the filing of a registration statement relating to the Offering. The undersigned further agrees that, for the Lock-Up Period, the undersigned will not, without the prior written consent of UBS Securities LLC, make any demand for, or exercise any right with respect to, the registration of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, or warrants or other rights to purchase Common Stock or any such securities.

The undersigned hereby confirms that the undersigned has not, directly or indirectly, taken, and hereby covenants that the undersigned will not, directly or indirectly, take, any action designed, or which has constituted or will constitute or might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of shares of Common Stock.

The undersigned hereby authorizes the Company and its transfer agent, during the Lock-Up Period, to decline the transfer of or to note stop transfer restrictions on the stock register and other records relating to shares of Common Stock or other securities subject to this Lock-Up Agreement of which the undersigned is the record holder, and, with respect to shares of Common Stock or other securities subject to this Lock-Up Agreement of which the undersigned is the beneficial owner but not the record holder, the undersigned hereby agrees to cause such record holder to authorize the Company and its transfer agent, during the Lock-Up Period, to decline the transfer of or to note stop transfer restrictions on the stock register and other records relating to such shares or other securities.

This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York. The undersigned hereby submits to the exclusive jurisdiction of the federal and New York State courts located in The City of New York (and appellate courts thereof) in connection with any dispute related to this Lock-Up Agreement or any matter contemplated hereby, and irrevocably and unconditionally waives any objection to the laying of such venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. THE UNDERSIGNED HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR CLAIM (WHETHER BASED UPON CONTRACT, TORT, EQUITY OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL TERM HEREOF.

* * *

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If (i) the Company notifies you in writing that it does not intend to proceed with the Offering, (ii) the registration statement filed with the Commission with respect to the Offering is withdrawn or (iii) for any reason the Underwriting Agreement shall be terminated prior to the "time of purchase" (as defined in the Underwriting Agreement), this Lock-Up Agreement shall be terminated and the undersigned shall be released from its obligations hereunder.

Yours very truly,

Name:

EXHIBIT C

OFFICERS' CERTIFICATE

Each of the undersigned, Bruce Young, President and Chief Executive Officer of Concrete Pumping Holdings, Inc., a Delaware corporation (the "Company"), and Iain Humphries, Chief Financial Officer of the Company, on behalf of the Company, does hereby certify pursuant to Section 6(g) of that certain Underwriting Agreement, dated [], 2019 (the "Underwriting Agreement"), between the Company and UBS Securities LLC, as representative of the several Underwriters named therein, , that as of [], 2019:

1. He has reviewed the Registration Statement, each Preliminary Prospectus and the Prospectus.
2. The representations and warranties of the Company as set forth in the Underwriting Agreement are true and correct as of the date hereof and as if made on the date hereof.
3. The Company has performed all of its obligations under the Underwriting Agreement as are to be performed at or before the date hereof.
4. The conditions set forth in paragraph (f) of Section 6 of the Underwriting Agreement have been met.

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Underwriting Agreement.

In Witness Whereof, the undersigned have hereunto set their hands on this [], 2019.

Name: Bruce Young
Title: President and Chief Executive Officer

Name: Iain Humphries
Title: Chief Financial Officer

FIRST AMENDMENT TO INTEREST PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO INTEREST PURCHASE AGREEMENT (this "Amendment") is entered into as of May 14, 2019, by and among ASC EQUIPMENT, LP, a Texas limited partnership ("ASC"), CAPITAL PUMPING, LP, a Texas limited partnership ("CP"), MC SERVICES, LLC, a Texas limited liability company ("MCS"), CAPITAL RENTALS, LLC, a Texas limited liability company ("CR LLC"), CENTRAL TEXAS CONCRETE SERVICES, LLC, a Texas limited liability company ("CTCS"), A. KEITH CRAWFORD, MELINDA CRAWFORD, BRUNDAGE-BONE CONCRETE PUMPING, INC., a Colorado corporation ("BBCP"), and CPH ACQUISITION, LLC, a Delaware limited liability company ("CPHA LLC"), and CONCRETE PUMPING HOLDINGS, INC., a Delaware corporation, as a party to the Agreement solely for purposes of Section 8.3 thereof ("CPHI"). Capitalized terms used, but not defined, in this Amendment shall have the meanings ascribed thereto in the Existing Agreement (as defined below).

RECITALS

WHEREAS, ASC, CP, MCS, CRLLC, CTCS, A. Keith Crawford and Melinda Crawford (as the "Company Parties"), BBCP and CPHA LLC (as "Buyers"), and CPHI (solely for purposes of Section 8.3 thereof), entered into an Interest Purchase Agreement, dated as of March 18, 2019, as amended (together with all annexes, exhibits and schedules thereto, the "Existing Agreement"); and

WHEREAS, the Company Parties, Buyers and CPHI desire to amend the Existing Agreement pursuant to Section 13.12 thereof to incorporate certain changes as described herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment Effectiveness. Effective as of the date hereof, the Existing Agreement is hereby amended as set forth herein. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties. Without limiting the generality of the foregoing, the amendments contained herein are to be construed solely as an amendment to or waiver of any the specific provision of the Existing Agreement or other Transaction Document expressly referenced herein. Each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment. Each reference in the Existing Agreement to schedules or disclosure schedules to the Existing Agreement and each reference to schedules or disclosure schedules to the Existing Agreement in any other agreement, document, or instrument executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the schedules or disclosure schedules as amended by the schedules attached hereto.

2. Amendments to Section 1.1 (Defined Terms).

(a) The following definitions set forth in Section 1.1 of the Existing Agreement are hereby amended and restated as follows:

"Bill of Sale" has the meaning set forth in Section 2.2.

"Excluded Liabilities" means all Liabilities arising out of or relating to the conduct of the Business, the ownership, lease or use of the properties or assets of the Companies, or the employment or engagement or use of Employees or Former Employees prior to the Closing Date. Without limiting the generality of the foregoing, "Excluded Liabilities" includes:

(a) all Liabilities in respect of (i) Pre-Closing Accounts Payable and (ii) credits and trade credits, if any, provided to customers, suppliers or vendors prior to the Closing Date for goods sold or services performed by the Companies prior to the Closing Date, in each case, only to the extent such Liabilities are not repaid or reimbursed by the Sellers in accordance with Section 9.6;

(b) all Liabilities arising out of, relating to or with respect to (i) the employment or performance of services, or termination of employment or services by any Company of any individual before the Closing Date, including, without limitation, the payment of any and all severance, salary, benefits in lieu of notice requirements, bonuses (including sale bonuses and change of control bonuses, but excluding amounts payable in pursuant to the Employee Bonus Plan), severance or termination obligations, and perquisites, and any payroll or other Taxes payable with respect to such payments, and (ii) workers' compensation claims against the Companies that relate to the period before the Closing Date, irrespective of whether such claims are made prior to or after the Closing;

(c) to the extent incurred prior to the Closing Date, Liabilities arising out of, under or in connection with all Employee Benefit Plans sponsored by any Company or their respective predecessors or with respect to which a Company or its respective predecessors has made or is required to make payments, transfers or contributions in respect of any Employees or Former Employees, directors, officers, equityholders, managers, consultants or independent contractors of any Company or their respective predecessors and all insurance policies, fiduciary liability policies, benefit administration contracts, actuarial contracts, trusts, escrows, surety bonds, letters of credit and other contracts primarily relating to any Employee Benefit Plan and any acts or omissions of any Company, any of their Affiliates, or any fiduciaries or trustees of any Employee Benefit Plan in connection with the operation or administration of any Employee Benefit Plan;

(d) all Liabilities owed by the Companies to Sellers and their respective Affiliates, other than pursuant to the Lease Agreements or the other Transaction Documents;

(e) all Liabilities owed by the Companies to any Person with any interest (whether past, present, future or contingent) in securities of any Company;

(f) all Liabilities arising out of any violation of Environmental Law by any Person (other than Buyers or their Affiliates) with respect to, or the presence of any Hazardous Materials on or under, the property located at 16113 North IH-35 Frontage Road, Salado, TX (the "Salado Property");

(g) all Liabilities arising at any time, out of, or in connection with, the Transferred Assets; and

(h) all Liabilities arising at any time, out of, or in connection with, the failure of the Company Parties to obtain and deliver to Buyers the consent and approval of JP Morgan Chase Bank, N.A. or Paymentech, LLC on or prior to the Closing Date, as required by Section 4.2.3 and as described in Schedule 5.3.

"Pre-Closing Accounts Receivable" means (a) any account receivable of any Company attributable to the period prior to the Closing Date for which a Company has issued an invoice prior to 11:59 pm on the Closing Date, and (b) any portion of any account receivable (pro-rated on a daily basis) attributable to the period prior to the Closing Date and for which a Company customarily issues invoices on a monthly basis."

(b) Section 1.1 of the Existing Agreement is hereby amended by adding in the proper alphabetical order the following new defined terms:

"Closing Day Pre-Closing Accounts Payable Amount" has the meaning set forth in Section 3.3.4.

"Letter of Direction" means that certain letter, dated as of the Closing Date, from the Company Parties to Buyers instructing and directing Buyers to make the payments set forth therein on behalf of and for the benefit of the Company Parties.

"Prepaid Expense Amount" means that portion of any expense items paid in advance by the Companies in the ordinary course of business with respect to periods on and after the Closing Date, which are identified on a schedule to be delivered to Buyers on the Closing Date and which amount shall not exceed \$158,078.13 in the aggregate.

"Texas Mutual Dividends" has the meaning set forth in Section 2.2."

2.2:
3. **Amendment to Section 2.2 (Transferred Assets).** Section 2.2 of the Existing Agreement is hereby deleted and replaced with the following new Section

"2.2 Transferred Assets; Distribution of Cash. Immediately prior to the Closing, the Companies shall transfer, assign, convey and deliver to CR LLC, and CR LLC shall accept from the Companies, all of the Companies' right, title, or interest in to, and under the following (collectively, the "Transferred Assets"): (a) all personal tangible property (including computers, printers, software, copiers, fax machines, office supplies and other similar tangible property and software licenses, to the extent such license are applicable only to such personal property) used in the operation of the Business that is ordinarily located at 320 Steck Avenue, Unit 210 and 220, Austin, TX, (b) that certain Contract 003901 and Mediation Agreement between CP and Globequest Travel Club represented by Hotel Reservations Center Limited, (c) the mobile phone numbers of Sellers and their immediate family members, (d) the Excluded Equipment, (e) the two scanners associated with the global search system and currently located at the 9907 Iota Drive and 9501 McKenzie Road offices, (f) that certain Equipment Finance Agreement No. 150929 between ASC and Regents Capital Corporation, together with any and all claims ASC may have to assert against Regents Capital Corporation or its agents, affiliates or representatives and arising under or relating to such Equipment Finance Agreement No. 150929, and (g) the right to receive cash proceeds of any dividend declared by Texas Mutual Insurance Company, the Companies' workers compensation provider for the period prior to April 1, 2019 ("Texas Mutual Dividends"). The Companies shall convey the Transferred Assets on an AS-IS WHERE-IS basis with all faults pursuant to a quit claim bill of sale and assignment made by the Companies in favor of Sellers or their designees, dated as of the Closing Date, in form and substance reasonably acceptable to the parties; provided, however, that the Transferred Assets described in clause (f) above shall be conveyed by the Companies pursuant to an assignment of interests in form and substance acceptable to the Sellers and Buyers (such assignment of interests, together with such bill of sale are, collectively, the "Bill of Sale"). On the Closing Date, the Companies shall make a distribution of all of the Companies' cash in excess of the aggregate amount of all outstanding checks, ACHs, wire transfers and other similar obligations pending and not cleared as of 11:59 pm (Central) on the day immediately prior to the Closing Date, to the Sellers in accordance with each Company's Organizational Documents. Notwithstanding anything contained herein to the contrary, there shall be no obligation on the part of the Companies or Buyers to perform any obligation or to assist CR LLC or any other Person in any manner whatsoever with respect to the matters described in clause (f) above."

4. Amendments to Section 3.3 (Payment of Purchase Price).

- (a) Section 3.3.3 of the Existing Agreement is hereby deleted and replaced with the following new Section 3.3.3:

"3.3.3 After the Closing, Buyers shall withhold and retain from the Purchase Price an amount equal to \$3,553,000 (the "Employee Bonus Amount") plus an amount equal to the employer portion of withholding taxes (including FICA and FUTA) and the employer portion of any employer contribution under Employee Benefit Plans in respect thereof (all of the foregoing being the "Estimated Gross Employee Bonus Amount"), and after the Closing, Buyers shall cause the Companies to pay and remit the Employee Bonus Amount in accordance with Section 3.7."

- (b) Section 3.3.4 of the Existing Agreement is hereby deleted and replaced with the following new Section 3.3.4:

"3.3.4 Buyers shall pay or cause to be paid, on behalf of the Company Parties and for the benefit of the Company Parties, by wire transfer of immediately available funds and without duplication of any amounts contemplated in Sections 3.3.1, 3.3.2 or 3.3.3, the amounts set forth in the Letter of Direction to the recipients and accounts set forth in such Letter of Direction (such amounts, in the aggregate, are the "Closing Day Pre-Closing Accounts Payable Amount")."

- (c) The following new Section 3.3.5 is hereby added to the Existing Agreement immediately following Section 3.3.4:

"3.3.5 Buyers shall pay or cause to be paid, by wire transfer of immediately available funds, to the Sellers:

(Y) \$3,000,000 to the account designated in writing and delivered to Buyers at least three Business Days prior to Closing; and

(Z) to the account set forth on Annex B, the Purchase Price, plus (a) the Deposit Amount, (b) minus \$3,000,000, minus (c) the Escrow Amount, minus (d) the Payoff Amounts, minus (e) the Estimated Gross Employee Bonus Amount, minus (f) the PTO and Payroll/Commission Amount, minus (h) the Equipment Adjustment Amount, minus (g) 50% of the fees of the Escrow Agent, which Buyers shall cause to be paid to the Escrow Agent pursuant to the Escrow Agreement, and minus (h) the Closing Day Pre-Closing Accounts Payable Amount. The Sellers (i) shall agree among themselves as to the allocation and distribution of the payments described in clauses (Y) and (Z) hereof, and shall be solely responsible for distributing such amounts to Persons entitled to a portion thereof, and (ii) acknowledge that upon Buyers' payment of such amounts to the accounts designated pursuant to clause (Y) above and as set forth on Annex B, Buyer's obligations pursuant to this Section 3.3.5 shall be fully satisfied and release the Buyers from any obligation or responsibility with respect to the payment of the Purchase Price to the Sellers pursuant to this Section 3.3.5. Notwithstanding anything contained herein to the contrary, (i) for purposes of this Section 3.3.5, the Deposit Amount shall not exceed \$81,000, and (ii) the parties acknowledge that the PTO and Payroll/Commission Amount will be a good faith estimate as of the Closing, and agree to cooperate and true up the actual PTO and Payroll/Commission amount within thirty (30) days following the Closing Date."

5. **Insurance Rebate.** The Existing Agreement is supplemented with the addition of Section 8.6 (Insurance Dividend), immediately following Section 8.5 of the Existing Agreement (and new Section 8.6 is added to the Table of Contents in numerical order), as set forth below:

“**8.6 Insurance Dividend.** Buyers shall pay over to the Sellers, within ten Business Days after receipt, any Texas Mutual Dividends received by the Companies after the Closing Date. The Sellers acknowledge that upon Buyers' payment of such amount to the account set forth on Annex B, Buyers' obligations pursuant to this Section 8.6 shall be fully satisfied.”

6. **Prepaid Expenses.** The Existing Agreement is supplemented with the addition of Section 8.7 (Prepaid Expenses), immediately following Section 8.6 of the Existing Agreement, as amended (and new Section 8.7 is added to the Table of Contents in numerical order), as set forth below:

“**8.7 Prepaid Expenses.** Buyers shall have 10 Business Days after Closing to review information substantiating the Prepaid Expense Amount. Within such 10 Business Day period, Buyers shall notify the Sellers of any discrepancies between the amount shown on the schedule to be delivered by the Sellers on the Closing Date and the actual expenses paid by the Companies in respect of the post-closing period. Buyers and the Sellers shall work in good faith to resolve any such discrepancy or dispute. With respect to that portion of the Prepaid Expense Amount that is not subject to a discrepancy, Buyers shall pay, or cause to be paid, such amount to the Sellers on the tenth Business Day after the Closing. The Sellers acknowledge that upon Buyer's payment of such amount to the account set forth on Annex B, Buyer's obligations pursuant to this Section 8.7 shall be fully satisfied, and the Sellers release Buyers from any obligation or responsibility with respect to the payment thereof.”

7. **A. Keith Crawford's Email Address** Section 13.2 of the Existing Agreement is amended to add the following Email address for any Seller, or any Company Party on or prior to the Closing Date:

"Email (on or prior to the Closing Date): kcrawford@capitalpumping.com

Email (after the Closing Date): akc@crawfordrs.com"

8. Amendments to Schedules. The following Disclosure Schedules to the Existing Agreement are hereby deleted and replaced with the following new schedules, copies of which are attached hereto:

Schedule 5.7.2 (Deposits)

Schedule 5.19 (Leased Real Property)

For avoidance of doubt, the final sentence of Section 7.8 of the Existing Agreement shall not limit the effectiveness of such amended schedules.

9. Miscellaneous.

(a) Governing Law. This Amendment and all disputes or controversies arising out of relating to this Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, Section 13.8 of the Existing Agreement.

(b) Counterparts. This Amendment may be executed in any number of counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The electronic signature of any party to this Amendment or a PDF copy of the signature of any party to this Amendment delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature to this Amendment

(c) Entire Agreement. This Amendment and the Existing Agreement constitute the sole and entire agreement among the Parties with respect to the subject matter contained herein and supersede any other representations, warranties, covenants, understandings or agreements, oral or otherwise, that may have been made or entered into by or among any of the parties with respect to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

COMPANY PARTIES:

CAPITAL PUMPING, LP

**By: Capital Rentals, LLC
Its General Partner**

By: /s/ A. Keith Crawford
A. Keith Crawford, Manager

ASC EQUIPMENT, LP

**By: Central Texas Concrete Services, LLC
Its General Partner**

By: /s/ A. Keith Crawford
A. Keith Crawford, Manager

MC SERVICES, LLC

By: /s/ Melinda Crawford
Melinda Crawford, Manager

CAPITAL RENTALS, LLC

By: /s/ A. Keith Crawford
A. Keith Crawford, Manager

CENTRAL TEXAS CONCRETE SERVICES, LLC

By: /s/ A. Keith Crawford
A. Keith Crawford, Manager

A. KEITH CRAWFORD

/s/ A. Keith Crawford
(signature)

MELINDA CRAWFORD

/s/ Melinda Crawford
(signature)

BUYERS:

BRUNDAGE-BONE CONCRETE PUMPING, INC.,
a Colorado corporation

/s/ Bruce Young
Name: Bruce Young
Title: President and Chief Executive Officer

CPH ACQUISITION, LLC,
a Delaware limited liability company

BY: BRUNDAGE-BONE CONCRETE PUMPING, INC., its Managing Member

/s/ Bruce Young
Name: Bruce Young
Title: President and Chief Executive Officer

Solely for the purposes of Section 8.3 of the Existing Agreement:

CONCRETE PUMPING HOLDINGS, INC.,
a Delaware corporation

/s/ Bruce Young
Name: Bruce Young
Title: Chief Executive Officer

AMENDED AND RESTATED AMENDMENT NO. 1 TO TERM LOAN AGREEMENT

AMENDED AND RESTATED AMENDMENT NO. 1 TO TERM LOAN AGREEMENT, dated as of May 10, 2019 (this "Agreement"), by and among CONCRETE PUMPING HOLDINGS, INC. (f/k/a Concrete Pumping Holdings Acquisition Corp.) ("Holdings"), CONCRETE PUMPING INTERMEDIATE ACQUISITION CORP. ("Intermediate Holdings"), BRUNDAGE-BONE CONCRETE PUMPING HOLDINGS INC. ("Borrower"), the Subsidiary Guarantors party hereto and identified as such on the signature pages hereto, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent and collateral agent for the Lenders (in its capacity as administrative agent and collateral agent, the "Administrative Agent"), and each lender party hereto (collectively, the "Amendment No. 1 Incremental Lenders" and, individually, each an "Amendment No. 1 Incremental Lender"). This Agreement amends, restates and supersedes in all respects the Amendment No. 1 to Term Agreement dated as of March 26, 2019, among Holdings, Intermediate Holdings, Borrower, the Administrative Agent and the Amendment No. 1 Incremental Lenders (the "Original Amendment") and such Original Amendment shall be of no further force or effect.

RECITALS:

WHEREAS, reference is hereby made to the Term Loan Agreement, dated as of December 6, 2018 (the "Credit Agreement"), by and among, Holdings, Intermediate Holdings, the Borrower, the other Loan Parties party thereto, the Administrative Agent and each Lender from time to time party thereto, and the other parties thereto (capitalized terms used but not defined herein having the meaning provided in the Credit Agreement);

WHEREAS, the Borrower has advised the Administrative Agent that, on the Effective Date (as defined below), pursuant to that certain Interest Purchase Agreement, dated as of March 18, 2019 (as the same may be amended, supplemented or otherwise modified from time to time, but without giving effect to any amendment, waiver or consent by Borrower that is materially adverse to the interests of the Amendment No. 1 Incremental Lenders in their respective capacities as such without the consent of the Amendment No. 1 Incremental Lenders (such consent not to be unreasonably withheld, delayed or conditioned), the "ASC Acquisition Agreement"), by and among ASC Equipment, LP, a Texas limited partnership, Capital Pumping, LP, a Texas limited partnership, and MC Services, LLC, a Texas limited liability company (collectively, the "Companies" and each individually a "Company"), the Sellers (as defined therein) party thereto, Borrower and CPH Acquisition, LLC, as Buyers, and Holdings, Borrower (or one of its Affiliates) will acquire all of the Equity Interests (the "Acquired Business") of each Company;

WHEREAS, the Borrower has requested to increase the principal amount of the Term Loans under the Credit Agreement in the aggregate principal amount of \$60,000,000 (the "Amendment No. 1 Incremental Term Commitments", and the Term Loans thereunder, the "Amendment No. 1 Incremental Term Loans") as Incremental Commitments pursuant to this Agreement (which shall constitute an Incremental Facility Amendment) as provided for in Section 2.19 of the Credit Agreement (the "Amendment No. 1 Incremental Term Commitment Increase"), the proceeds of which shall be used, together with the proceeds of the issuance of Qualified Capital Stock on the Effective Date (the "2019 Equity Issuance"), to pay the consideration for the ASC Acquisition and to pay fees and expenses in connection therewith, the 2019 Equity Issuance, the Amendment No. 1 Incremental Term Loans and the transactions contemplated hereby and thereby; and

WHEREAS, in connection with the Amendment No. 1 Incremental Term Commitments and pursuant to Section 2.19 of the Credit Agreement, the Borrower wishes to make certain amendments and the other modifications to the Credit Agreement set forth herein.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. Incremental Facility Amendment; Repayment of Amendment No. 1 Incremental Term Loans

This Agreement is an "Incremental Facility Amendment" referred to in Section 2.19 of the Credit Agreement. Subject solely to the satisfaction or waiver of the conditions set forth in Section 4 below, each Amendment No. 1 Incremental Lender severally agrees, effective as of the Effective Date, to extend an Amendment No. 1 Incremental Term Loan to the Borrower in the principal amount set forth opposite such Amendment No. 1 Incremental Lender's name as set forth in Exhibit A hereto. From and after the Effective Date, (a) each Amendment No. 1 Incremental Lender shall be a "Term Lender" for all purposes under the Credit Agreement and the other Loan Documents, (b) the Amendment No. 1 Incremental Term Commitments of each Amendment No. 1 Incremental Lender shall be a "Term Commitment" for all purposes under the Credit Agreement and the other Loan Documents, and (c) the Amendment No. 1 Incremental Term Loans of each Amendment No. 1 Incremental Lender shall be a "Term Loan" (and have the same terms, including, without limitation, with respect to Applicable Rate, scheduled amortization, Guarantees of the Term Loan Obligations, Collateral, Maturity Date and rights to payment and prepayment, as the Initial Term Loans) for all purposes under the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, the Amendment No. 1 Incremental Term Loans shall: (a) constitute Obligations and have all of the benefits thereof; (b) except as expressly provided in this Agreement, have all of the terms, rights, remedies, privileges and protections available to Term Loans under the Credit Agreement and each of the other Loan Documents and (c) be secured by the Liens granted to the Collateral Agent for the benefit of the Secured Parties under the Credit Agreement or any other Loan Document.

2. Credit Agreement Amendments. Effective as of the Effective Date, the Credit Agreement is hereby amended as follows:

(a) Schedule 1.01(a) to the Credit Agreement is hereby amended by adding thereto the schedule attached to this Agreement as Exhibit A.

(b) The following defined term shall be added to Section 1.01 of the Credit Agreement in alphabetical order:

"Amendment No. 1" means that certain Amendment No. 1 to this Agreement dated as of May 10, 2019."

"Amendment No. 1 Effective Date" means the date on which all conditions precedent set forth in Section 4 of Amendment No. 1 are satisfied or waived in accordance with the terms thereof.

"Amendment No. 1 Incremental Term Commitment" means, as to each Amendment No. 1 Incremental Lender, its obligation to make an Amendment No. 1 Incremental Term Loan to the Borrower pursuant to Amendment No. 1 in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Exhibit A thereto or in the Assignment and Assumption pursuant to which such Term Lender becomes a party hereto, as applicable. The aggregate amount of the Amendment No. 1 Incremental Term Commitments is \$60,000,000.

“Amendment No. 1 Incremental Lender” means each Lender providing an Amendment No. 1 Incremental Term Loan to the Borrower pursuant to Amendment No. 1.

“Amendment No. 1 Incremental Term Loans” means the Incremental Term Loans funded on the Amendment No. 1 Effective Date by each Amendment No. 1 Incremental Lender pursuant to its respective Amendment No. 1 Incremental Term Commitments.

- (c) The definition of “Applicable Rate” is hereby amended and restated in its entirety as follows:

““Applicable Rate” means, for any day, with respect to an Initial Term Loan and an Amendment No. 1 Incremental Term Loan, a percentage per annum equal to 5.00% for ABR Loans and 6.00% for Eurodollar Rate Term Loans.”

- (d) The definition of “Repricing Transaction” is hereby amended and restated in its entirety as follows:

““Repricing Transaction” means each of (a) the prepayment, repayment, refinancing, substitution, repricing or replacement of all or a portion of the Initial Term Loans or the Amendment No. 1 Incremental Term Loans substantially concurrently with the incurrence or guarantee by any Loan Party of any secured term loans (including any Replacement Term Loans) having an Effective Yield that is less than the Effective Yield applicable to the Initial Term Loans or the Amendment No. 1 Incremental Term Loans so prepaid, repaid, refinanced, substituted, repriced or replaced and (b) any amendment, waiver or other modification to this Agreement that would have the effect of reducing the Effective Yield applicable to the Initial Term Loans or the Amendment No. 1 Incremental Term Loans; provided that the primary purpose of such prepayment, repayment, refinancing, substitution, replacement, amendment, waiver or other modification was to reduce the Effective Yield applicable to the Initial Term Loans or the Amendment No. 1 Incremental Term Loans; provided, further, that in no event shall any such prepayment, repayment, refinancing, substitution, replacement, amendment, waiver or other modification in connection with a Change of Control or Transformative Acquisition constitute a Repricing Transaction. Any determination by the Administrative Agent of the Effective Yield for purposes of the definition shall be conclusive and binding on all Lenders, and the Administrative Agent shall have no liability to any Person with respect to such determination absent bad faith, gross negligence or willful misconduct.”

- (e) Section 2.07(a)(i) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“The Borrower hereby unconditionally promises to repay the aggregate outstanding principal amount of the Initial Term Loans and the Amendment No. 1 Incremental Term Loans to the Administrative Agent for the account of each Term Lender (A) commencing at the end of the first full Fiscal Quarter ended after the Closing Date, and payable on the last Business Day of such Fiscal Quarter and each Fiscal Quarter thereafter (prior to the Term Loan Maturity Date) (each such date being referred to as a “Loan Installment Date”), in a quarterly amount equal to \$5,221,993.67, as such payments may be (x) reduced from time to time as a result of the application of prepayments in accordance with Section 2.08 or repurchases in accordance with Section 9.05(g) or (y) increased as a result of any increase in the amount of such Initial Term Loans pursuant to Section 2.19(a) and (B) on the Term Loan Maturity Date, in an amount equal to the remainder of the principal amount of the Initial Term Loans outstanding on such date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.”

(f) Section 2.07(a)(ii) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“The Borrower shall repay the Additional Term Loans of any Class in such scheduled amortization installments and on such date or dates as shall be specified therefor in the applicable Refinancing Amendment, Incremental Facility Agreement or Extension Amendment (other than with respect to the Amendment No. 1 Incremental Term Loan, which shall be repaid in accordance with Section 2.07(a)(i) above) (as such payments may be reduced from time to time as a result of the application of prepayments in accordance with Section 2.08 or repurchases in accordance with Section 9.05(g)).”

(g) Section 2.08(a)(i) of the Credit Agreement is hereby amended by adding “and Amendment No. 1 Incremental Term Loans” after “Initial Term Loans”.

(h) Section 2.08(b)(vii) of the Credit Agreement is hereby amended by adding “or Amendment No. 1 Incremental Term Loans” after “Initial Term Loans”.

(i) Section 2.09(d) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“If, on or prior to the date that is one year from the Closing Date, a Repricing Transaction occurs, the Borrower will pay to the Administrative Agent for the ratable account of each Lender with outstanding Initial Term Loans or Amendment No. 1 Incremental Term Loans which are repaid or prepaid pursuant to such Repricing Transaction, a premium in an amount equal to 1.0% of the principal amount of the Initial Term Loans and/or Amendment No. 1 Incremental Term Loans prepaid or, in the case of any amendment, the principal amount of the Initial Term Loans or the Amendment No. 1 Incremental Term Loans outstanding prior to such amendment (including each Lender that withholds its consent to such Repricing Transaction and is replaced or repaid as a Non-Consenting Lender under Section 2.16(b)), a fee in an amount equal to 1.0% of (x) in the case of a Repricing Transaction of the type described in clause (a) of the definition thereof, the aggregate principal amount of all Initial Term Loans and/or Amendment No. 1 Incremental Term Loans prepaid (or converted) in connection with such Repricing Transaction and (y) in the case of a Repricing Transaction described in clause (b) of the definition thereof, the aggregate principal amount of all Initial Term Loans and Amendment No. 1 Incremental Term Loans outstanding on such date pursuant to such Repricing Transaction.”

(j) Section 2.19(a)(v) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“the Effective Yield (and the components thereof) applicable to any Incremental Facility may be determined by the Borrower and the lender or lenders providing such Incremental Facility; provided that, in the case of any Incremental Term Facility that is pari passu with the Initial Term Loans in right of payment and with respect to security, the Effective Yield applicable thereto may not be more than 0.50% higher than the Effective Yield applicable to the Initial Term Loans or the Amendment No. 1 Incremental Term Loans unless the Applicable Rate with respect to each of the Initial Term Loans and the Amendment No. 1 Incremental Term Loans, as applicable, is adjusted to be equal to the Effective Yield with respect to such Incremental Facility, minus, 0.50%,”

(k) Section 5.11 of the Credit Agreement is hereby amended to add the following as the second sentence thereto:

“(b) The Borrower shall use the proceeds of the Amendment No. 1 Incremental Term Loans on the Amendment No. 1 Effective Date to pay the consideration for the ASC Acquisition (as defined in the Amendment No. 1) and fees and expenses incurred in connection with the ASC Acquisition, the Amendment No. 1 Incremental Term Loans, and the 2019 Equity Issuance (as defined in the Amendment No. 1).”

(l) Clause (v) of Section 6.01(q) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(v) in the case of any such Indebtedness in the form of term loans (other than customary bridge loans) that are pari passu with the Initial Term Loans in right of payment and with respect to security, the Effective Yield applicable thereto will not be more than 0.50% per annum higher than the Effective Yield in respect of the Initial Term Loans or the Amendment No. 1 Incremental Term Loans unless the Effective Yield with respect to each of the Initial Term Loans and the Amendment No. 1 Incremental Term Loans, as applicable, is adjusted to be equal to the Effective Yield applicable to such Indebtedness, minus, 0.50% per annum; provided, however, that the aggregate outstanding principal amount of Non-Loan Party Indebtedness shall not, at any time, exceed the Non-Loan Party Cap.”

3. Waiver.

The Administrative Agent hereby waives its right to receive any processing or recordation fees pursuant to Section 9.05(b)(ii)(C) of the Credit Agreement in connection with the primary syndication of the Amendment No. 1 Incremental Term Loans.

4. Effectiveness.

This Agreement shall be binding on the parties hereto and effective (other than with respect to Section 2 of this Agreement, which shall be effective only as provided in the immediately following sentence) on the date the condition contained in Section 4(i) of this Agreement (and no others) has been satisfied (such date, the “Signing Date”). Section 2 of this Agreement shall be effective on the date each of the following conditions contained in this Section 4 (and no others) have been satisfied or waived (the “Effective Date”):

- (i) this Agreement shall have been executed and delivered by Holdings, Intermediate Holdings, the Borrower, each Subsidiary Guarantor, the Administrative Agent and the Amendment No. 1 Incremental Lenders;
- (ii) the Administrative Agent shall have received (i) a customary closing certificate from a Responsible Officer of the Borrower certifying as to the satisfaction of the conditions set forth in clauses (vi), (vii) and (viii) below and (ii) a certificate of each Loan Party dated as of the Effective Date signed by a Responsible Officer of such Loan Party (A) certifying and attaching the resolutions or similar consents adopted by such Loan Party approving or consenting to this Agreement and the Amendment No. 1 Incremental Term Commitments, (B) certifying that the certificate or articles of incorporation or formation, as the case may be, and by-laws or operating agreement, as the case may be, of such Loan Party either (x) has not been amended since the Closing Date or (y) is attached as an exhibit to such certificate, (C) certifying as to the incumbency and specimen signature of each officer executing this Agreement and any related documents on behalf of such Loan Party, and (D) certifying and attaching a certificate of good standing (to the extent such concept exists), dated as of a recent date prior to the Effective Date, from the applicable secretary of state (or other applicable office) of the state of organization of such Loan Party;
- (iii) the Administrative Agent shall have received a Borrowing Request in accordance with Section 2.03 of the Credit Agreement in respect of the Borrower's request to borrow the Amendment No. 1 Incremental Term Loans, executed by a Responsible Officer of the Borrower;
- (iv) prior to or substantially concurrently with the funding of the Amendment No. 1 Incremental Term Loans hereunder, the Borrower shall have paid any arrangement or other fees separately agreed in writing with any Amendment No. 1 Incremental Lender and any reasonable out of pocket costs and expenses incurred by the Administrative Agent in connection with this Agreement or the Credit Agreement, including reasonable expenses required to be paid by the Borrower thereby for which invoices have been presented at least three Business Days prior to the Effective Date or such later date as the Borrower may agree (including the documented reasonable fees and expenses of legal counsel), which amounts may be offset against the proceeds of the Amendment No. 1 Incremental Term Loans;
- (v) the Administrative Agent shall have received, on behalf of itself and the Lenders, customary written opinions of Winston & Strawn LLP, as to matters of New York and Delaware law, and Holland & Hart LLP (or other counsel reasonably satisfactory to the Administrative Agent), as to matters of Colorado law, in their respective capacities as special counsel to the Loan Parties, consistent with the opinions delivered thereby on the Closing Date, dated the Effective Date and addressed to the Administrative Agent and the Amendment No. 1 Incremental Lenders;

- (vi) the (i) the representations made by or on behalf of the Sellers, their respective subsidiaries or their respective businesses with respect to the Acquired Business in the ASC Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower or the Borrower's applicable Affiliate shall have the right (giving effect to applicable cure periods) to terminate the Borrower's (or such Affiliate's) obligations under the ASC Acquisition Agreement or to decline to consummate the ASC Acquisition as a result of a breach of such representations in the ASC Acquisition Agreement, shall be true and correct and (ii) the Specified Representations shall be true and correct in all material respects on and as of the Effective Date; provided that (A) in the case of any Specified Representation which expressly relates to a given date or period, such representation and warranty shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be and (B) if any Specified Representation is qualified by or subject to a "material adverse effect", "material adverse change" or similar term or qualification, (1) the definition thereof shall be the definition of "Material Adverse Effect" (as defined in the ASC Acquisition Agreement) for purposes of the making or deemed making of such Specified Representation on, or as of, the Effective Date (or any date prior thereto) and (2) such Specified Representation shall be true and correct in all respects;
- (vii) no Event of Default shall exist immediately after giving effect to the incurrence of the Amendment No. 1 Incremental Term Loans and the use of proceeds thereof, the consummation of the ASC Acquisition and the other transactions contemplated hereby;
- (viii) the ASC Acquisition shall satisfy the requirements of a Permitted Acquisition;
- (ix) substantially concurrently with the funding of the Amendment No. 1 Incremental Term Loans hereunder, the ASC Acquisition shall be consummated in all material respects in accordance with the terms of the ASC Acquisition Agreement;
- (x) the Administrative Agent shall have received a certificate from the chief financial officer (or other person with reasonably equivalent responsibilities) of the Borrower, substantially in the form of Exhibit L to the Credit Agreement, certifying that the Borrowers and their Subsidiaries, on a consolidated basis after giving effect to this Agreement, the incurrence of the Amendment No. 1 Incremental Term Loans and the use of proceeds thereof, the consummation of the ASC Acquisition and the other transactions contemplated hereby, are solvent;
- (xi) no later than three Business Days in advance of the Effective Date, the Administrative Agent shall have received all documentation and other information reasonably requested by it in writing at least ten Business Days in advance of the Effective Date, which documentation or other information is required by regulatory authorities under applicable "know your customer", Beneficial Ownership Regulations and anti-money laundering rules and regulations, including the USA PATRIOT Act. At least three Business Days prior to the Effective Date, the Borrower (if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation) shall deliver a Beneficial Ownership Certification in relation to such Borrower;
- (xii) prior to, or substantially concurrently with, the funding of the Amendment No. 1 Incremental Term Loans, the 2019 Equity Issuance shall have been consummated, the proceeds of which shall be no less than \$72,000,000; and
- (xiii) substantially concurrently with the funding of the Amendment No. 1 Incremental Term Loans hereunder and the use of proceeds thereof, (i) all Indebtedness for borrowed money of the Companies and their Subsidiaries shall have been repaid in full, and the Amendment No. 1 Initial Lenders shall have received customary payoff letters reasonably satisfactory to the Amendment No. 1 Initial Lenders reflecting repayment in full of all such Indebtedness and (ii) all Liens upon any property of the Companies or any of their Subsidiaries securing such Indebtedness shall have been terminated promptly upon receiving such payment.

5. Representations and Warranties. Each Loan Party represents and warrants to the Amendment No. 1 Incremental Lenders on the Signing Date that:

(a) each Loan Party is a Person duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization to the extent such concept exists in such jurisdiction, and has all requisite organizational power and authority to execute, deliver and perform its obligations under this Agreement;

(b) the execution, delivery and performance by each Loan Party of this Agreement and the consummation of the transactions contemplated hereby (I) have been duly authorized by all necessary corporate or other organizational action and (II) do not (A) contravene the terms of any of such Person's Organizational Documents or (B) violate any Requirement of Law; except with respect to any violation referred to in clause (B), to the extent that such violation could not reasonably be expected to have a Material Adverse Effect;

(c) no consent or approval of, registration or filing with, or any other action by, any Governmental Authority is required in connection with the execution, delivery or performance by any Loan Party of this Agreement, except (i) such as have been obtained or made and are in full force and effect and (ii) such consents, approvals, registrations, filings or other actions, the failure to obtain or make which would not be reasonably expected to have a Material Adverse Effect;

(d) this Agreement has been duly executed and delivered by each Loan Party, and constitutes a legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(e) all representations and warranties made by any Loan Party contained in the Credit Agreement or in the other Loan Documents are true and correct in all material respects on and as of the Signing Date as though made on and as of such date; *provided* that, to the extent such representations and warranties expressly relate to an earlier date, they shall be true and correct in all material respects as of such earlier date; *provided further* that any representation and warranty that is qualified as to "materiality, "Material Adverse Effect" or similar language shall be true and correct in all respects on the Signing Date or on such earlier date, as the case may be; and

(f) no Default or Event of Default has occurred and is continuing.

6. Expiration. Notwithstanding anything herein to the contrary, if the Effective Date shall not have occurred on or prior to June 5, 2019, this Agreement and the commitments contained herein shall automatically terminate in all respects (the “Expiration Date”).

7. Reaffirmation of the Loan Parties. Each of the Loan Parties confirms and agrees that, notwithstanding the effectiveness of this Agreement, each Loan Document to which each Loan Party is a party is, and the obligations of each Loan Party contained in the Credit Agreement, this Agreement or in any other Loan Document to which it is a party are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, in each case as amended by this Agreement. For greater certainty and without limiting the foregoing, each of the Loan Parties hereby confirms that the existing security interests granted by each Loan Party in favor of the Administrative Agent for the benefit of, among others, the Lenders pursuant to the Loan Documents in the Collateral described therein shall continue to secure the obligations of the Loan Parties under the Credit Agreement and the other Loan Documents as and to the extent provided in the Loan Documents.

8. Amendment, Modification and Waiver. This Agreement may not be amended, modified or waived except as permitted by Section 9.02 of the Credit Agreement.

9. Entire Agreement. This Agreement, the Credit Agreement and the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. This Agreement shall not constitute a novation of any amount owing under the Credit Agreement and all amounts owing in respect of principal, interest, fees and other amounts pursuant to the Credit Agreement and the other Loan Documents shall, to the extent not paid or exchanged on or prior to the Effective Date, shall continue to be owing under the Credit Agreement or such other Loan Documents until paid in accordance therewith.

10. GOVERNING LAW.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTIONS 9.03, 9.10 AND 9.11 OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT AND SHALL APPLY HERETO.

11. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Agents may also require that any such documents and signatures delivered by facsimile or other electronic transmission be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic transmission.

12. Loan Document. On and after the Effective Date, this Agreement shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents (it being understood that for the avoidance of doubt this Agreement may be amended or waived solely by the parties hereto as set forth in Section 8 above).

[signature pages to follow]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Agreement as of the date first set forth above.

CONCRETE PUMPING HOLDINGS, INC., as Holdings

By: /s/ Iain Humphries
Name: Iain Humphries
Title: CFO

CONCRETE PUMPING INTERMEDIATE ACQUISITION CORP.,
as Intermediate Holdings

By: /s/ Howard D. Morgan
Name: Howard D. Morgan
Title: Vice President and Secretary

BRUNDAGE-BONE CONCRETE PUMPING HOLDINGS INC.,
as the Borrower

By: /s/ Iain Humphries
Name: Iain Humphries
Title: CFO, Secretary and Treasurer

INDUSTREA ACQUISITION CORP., as a Guarantor

By: /s/ Howard D. Morgan
Name: Howard D. Morgan
Title: Chief Executive Officer

CONCRETE PUMPING INTERMEDIATE HOLDINGS, LLC,
as a Guarantor

By: /s/ Iain Humphries
Name: Iain Humphries
Title: CFO, Secretary and Treasurer

CONCRETE PUMPING PROPERTY HOLDINGS, LLC,
as a Guarantor

By: /s/ Iain Humphries
Name: Iain Humphries
Title: CFO, Secretary and Treasurer

BRUNDAGE-BONE CONCRETE PUMPING, INC.,
as a Guarantor

By: /s/ Iain Humphries
Name: Iain Humphries
Title: CFO, Secretary and Treasurer

ECO-PAN, INC., as a Guarantor

By: /s/ Iain Humphries
Name: Iain Humphries
Title: CFO, Secretary and Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Authorized Signatory

By: /s/ Brady Bingham
Name: Brady Bingham
Title: Authorized Signatory

STIFEL BANK & TRUST,
as an Amendment No. 1 Incremental Lender

By: /s/ John D. Haffenreffer
Name: John D. Haffenreffer
Title: President Stifel Bank & Trust

[Signature Page to Amendment No. 1 to Term Loan Agreement]

Amendment No. 1 Incremental Term Commitments

Lender	Amendment No. 1 Term Commitment
Stifel Bank & Trust	\$60,000,000.00
Total	\$60,000,000.00

**CAPITAL PUMPING, LP
AND AFFILIATE**

**Consolidated Financial Statements
as of and for the Years Ended
December 31, 2018 and 2017 and
Independent Auditors' Report**

Independent Auditors' Report

To the Partners of
Capital Pumping, LP and Affiliate
Austin, Texas:

We have audited the accompanying consolidated financial statements of Capital Pumping, LP and Affiliate (collectively, the "Company"), which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of income, equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Consolidating Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information in the supplemental schedules is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, and cash flows of the individual companies, and it is not a required part of the consolidated financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

/s/ Maxwell Locke & Ritter LLP
Austin, Texas
March 28, 2019

CAPITAL PUMPING, LP AND AFFILIATE

CONSOLIDATED BALANCE SHEETS DECEMBER 31, 2018 AND 2017

	2018	2017
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 1,235,943	\$ 2,121,739
Accounts receivable, less allowances of \$53,726 and \$132,569, respectively	5,396,250	4,545,069
Prepaid expenses and other assets	164,778	149,301
Current assets of consolidated VIE - Cash and cash equivalents	<u>4,425,764</u>	<u>5,551,140</u>
Total current assets	11,222,735	12,367,249
PROPERTY AND EQUIPMENT, net	794,235	1,055,422
PROPERTY AND EQUIPMENT, net - consolidated VIE	<u>40,673,060</u>	<u>38,985,228</u>
TOTAL	<u>\$ 52,690,030</u>	<u>\$ 52,407,899</u>
LIABILITIES AND EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 548,513	\$ 795,280
Accrued expenses	800,862	662,839
Current liabilities of consolidated VIE:		
Accrued expenses	-	16,604
Current portion of long-term debt	<u>7,152,211</u>	<u>7,317,486</u>
Total current liabilities	8,501,586	8,792,209
LONG-TERM DEBT, less current portion - consolidated VIE	<u>10,044,334</u>	<u>11,692,108</u>
Total liabilities	18,545,920	20,484,317
EQUITY:		
Partners' capital	6,241,831	6,413,412
Noncontrolling interest in Affiliate	<u>27,902,279</u>	<u>25,510,170</u>
Total equity	34,144,110	31,923,582
TOTAL	<u>\$ 52,690,030</u>	<u>\$ 52,407,899</u>

See notes to consolidated financial statements.

CAPITAL PUMPING, LP AND AFFILIATE

CONSOLIDATED STATEMENTS OF INCOME YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
REVENUES	\$ 48,638,391	\$ 45,079,929
COST OF REVENUES	<u>28,435,250</u>	<u>26,668,913</u>
GROSS PROFIT	20,203,141	18,411,016
OPERATING EXPENSES-		
General and administrative	<u>5,637,299</u>	<u>6,358,349</u>
OPERATING INCOME	14,565,842	12,052,667
OTHER INCOME (EXPENSE):		
Interest income	38,454	19,239
Interest expense	(610,936)	(721,222)
Other income	27,168	-
Total other expense, net	<u>(545,314)</u>	<u>(701,983)</u>
NET INCOME	14,020,528	11,350,684
INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST IN AFFILIATE	<u>(7,192,109)</u>	<u>(6,306,186)</u>
NET INCOME ATTRIBUTABLE TO CAPITAL PUMPING, LP	<u>\$ 6,828,419</u>	<u>\$ 5,044,498</u>

See notes to consolidated financial statements.

CAPITAL PUMPING, LP AND AFFILIATE

CONSOLIDATED STATEMENTS OF EQUITY YEARS ENDED DECEMBER 31, 2018 AND 2017

	Partners' Capital	Noncontrolling Interest in Affiliate	Total
	<u> </u>	<u> </u>	<u> </u>
BALANCE, DECEMBER 31, 2016	\$ 5,268,914	\$ 25,503,984	\$ 30,772,898
PARTNER DISTRIBUTIONS	(3,900,000)	(6,300,000)	(10,200,000)
INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST IN AFFILIATE	-	6,306,186	6,306,186
NET INCOME ATTRIBUTABLE TO CAPITAL PUMPING, LP	<u>5,044,498</u>	<u>-</u>	<u>5,044,498</u>
BALANCE, DECEMBER 31, 2017	6,413,412	25,510,170	31,923,582
PARTNER DISTRIBUTIONS	(7,000,000)	(4,800,000)	(11,800,000)
INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST IN AFFILIATE	-	7,192,109	7,192,109
NET INCOME ATTRIBUTABLE TO CAPITAL PUMPING, LP	<u>6,828,419</u>	<u>-</u>	<u>6,828,419</u>
BALANCE, DECEMBER 31, 2018	<u>\$ 6,241,831</u>	<u>\$ 27,902,279</u>	<u>\$ 34,144,110</u>

See notes to consolidated financial statements.

CAPITAL PUMPING, LP AND AFFILIATE**CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 14,020,528	\$ 11,350,684
Adjustments to reconcile net income to net cash provided by operating activities:		
Bad debt recovery	(66,668)	-
Depreciation and amortization	10,473,411	9,181,734
Gain on disposal of property and equipment	(3,106,239)	(1,972,114)
Changes in assets and liabilities that provided (used) cash:		
Accounts receivable	(784,513)	252,167
Prepaid expenses and other assets	(15,477)	(17,928)
Accounts payable	(246,767)	178,456
Accrued expenses	121,419	(133,184)
Net cash provided by operating activities	<u>20,395,694</u>	<u>18,839,815</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(12,230,801)	(8,758,016)
Proceeds from disposals of property and equipment	3,436,984	2,097,735
Net cash used in investing activities	<u>(8,793,817)</u>	<u>(6,660,281)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from long-term debt	6,148,969	3,887,257
Principal payments on long-term debt	(7,962,018)	(8,409,426)
Partner distributions	(7,000,000)	(3,900,000)
Affiliate partner distributions	(4,800,000)	(6,300,000)
Net cash used in financing activities	<u>(13,613,049)</u>	<u>(14,722,169)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	<u>(2,011,172)</u>	<u>(2,542,635)</u>
CASH AND CASH EQUIVALENTS, beginning of year	<u>7,672,879</u>	<u>10,215,514</u>
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 5,661,707</u>	<u>\$ 7,672,879</u>
SUPPLEMENTAL DISCLOSURE-		
Cash paid during the year-		
Interest paid	<u>\$ 610,936</u>	<u>\$ 721,222</u>

See notes to consolidated financial statements.

CAPITAL PUMPING, LP AND AFFILIATE

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2018 AND 2017

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Basis of Presentation - The consolidated financial statements include the accounts of Capital Pumping, LP (“CP”) and ASC Equipment, LP (“ASC”), an affiliated company with common ownership (collectively, the “Company”). CP provides concrete pumping services for residential and commercial projects as well as highway construction in the greater Central Texas, South Texas, and West Texas areas. ASC is an equipment company that provides all boom pump trucks used in the daily operations of CP through an operating lease. See further discussion of consolidation of a variable interest entity (“VIE”) at Note 8.

The consolidated financial statements are presented in accordance with accounting principles generally accepted in the United States of America as defined by the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification. All significant intercompany balances and transactions have been eliminated upon consolidation.

Accounting Estimates - The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Accounts Receivable - Accounts receivable are recorded at the value of the revenue earned and require payment within thirty days. Account balances with charges over thirty days old are considered delinquent and management begins collection efforts at this time. Delinquent accounts receivable invoices do not accrue interest.

The Company provides credit in the normal course of business to customers and continually monitors each customer’s creditworthiness individually and recognizes allowances for estimated bad debts on customer accounts that are no longer estimated to be collectible. The Company regularly adjusts any allowance for subsequent collections and final determination that an account is no longer collectible.

Property and Equipment - Property and equipment is recorded at cost and depreciated or amortized over the shorter of the estimated useful lives of the assets or the term of the lease agreement, which range from two to ten years. Depreciation and amortization is computed using the straight-line method. Maintenance and repairs that do not improve or extend the useful life of the respective asset are expensed as incurred.

Impairment of Long-Lived Assets - Property and equipment is reviewed for impairment whenever events or changes in circumstances indicate that the amount recorded may not be recoverable. An impairment loss is recognized by the amount in which the carrying amount of the asset exceeds fair value, if the carrying amount of the asset is not recoverable.

Self-Funded Insurance - CP has a self-funded employee welfare benefit plan (see Note 6) and recognizes its obligations in the period in which a claim is incurred, including reported claims and estimated claims incurred but not reported, up to specified deductible limits. The estimate of its self-insurance liability contains uncertainty as CP must use judgment to estimate the cost that will be incurred to settle reported claims and claims made for incidents incurred but not reported as of the consolidated balance sheet dates. When estimating its self-insurance liabilities, CP considers a number of factors which include, but are not limited to, historical claims experience, demographic factors, severity factors and information provided by independent third-party advisors.

Revenue Recognition - Revenue is recorded as projects are completed, and all projects are short-term in nature with the majority of projects lasting one day.

Cost of Revenues - Cost of revenues includes equipment rental and operations labor costs as well as those costs associated with maintaining the Company’s concrete pumps.

Income Taxes - The Company files income tax returns in the U.S. federal jurisdiction and the State of Texas. The Company is taxed as a partnership for federal income tax purposes; accordingly, all taxable income, losses, deductions and credits are allocated to the partners who are responsible for the payment of taxes thereon. Therefore, no provision has been made for federal income taxes.

The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Management evaluated the Company’s tax positions for all open tax years and believes the Company has no material uncertain tax positions and has recorded no related interest or penalties for the years ended December 31, 2018 and 2017.

Cash and Cash Equivalents - The Company considers all highly liquid investments purchased with an original maturity of ninety days or less to be cash equivalents.

Concentrations of Credit Risk - Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents and accounts receivable. The Company places its cash and cash equivalents with a limited number of high quality financial institutions and may exceed the amount of insurance provided on such deposits. The Company monitors the creditworthiness of its customers to which it grants credit terms in the normal course of business. Although the Company does not currently foresee a significant credit risk associated with these receivables, repayment is dependent upon the financial strength of the customers. At December 31, 2018 and 2017, one customer accounted for 14% and 15% of total accounts receivable, respectively.

Advertising Costs - Advertising costs are expensed as incurred and totaled \$11,217 and \$16,030 for the years ended December 31, 2018 and 2017, respectively.

Recently Issued Accounting Pronouncements - In May 2014 and August 2015, the FASB issued Accounting Standards Updates (“ASU”) No. 2014-09 and No. 2015-14, *Revenue from Contracts with Customers*, which supersede the revenue recognition requirements in Accounting Standards Codification 605, *Revenue Recognition*, and most industry-specific guidance included in the Accounting Standards Codification. The standard requires entities to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. The standard is effective retrospectively for fiscal years beginning after December 15, 2018 and early adoption is permitted. The Company is currently evaluating the impact the new standard will have on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires the recognition of lease assets and lease liabilities by lessees for all leases, including leases previously classified as operating leases, and modifies the classification criteria and accounting for sales-type and direct financing leases by lessors. Leases continue to be classified as finance or operating leases by lessees and both classifications require the recognition of a right-of-use asset and a lease liability, initially measured at the present value of the lease payments in the consolidated balance sheet. Interest on the lease liability and amortization of the right-of-use asset are recognized separately in the consolidated statement of income for finance leases and as a single lease cost recognized on the straight-line basis over the lease term for operating leases. The standard is effective using a modified retrospective approach for fiscal years beginning after December 15, 2019 and early adoption is permitted. The Company is currently evaluating the impact the standard will have on its consolidated financial statements.

2. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of December 31:

	2018	2017
Concrete pumps	\$ 74,606,627	\$ 69,459,050
Equipment	1,347,332	1,353,575
Vehicles	827,716	702,854
Leasehold improvements	868,991	856,650
Office furniture and equipment	242,121	242,121
Other	16,500	16,500
Total	77,909,287	72,630,750
Less accumulated depreciation and amortization	(36,441,992)	(32,590,100)
Total	\$ 41,467,295	\$ 40,040,650

Depreciation expense for the years ended December 31, 2018 and 2017 was \$10,473,411 and \$9,181,734, respectively, of which \$10,046,268 and \$8,799,876 respectively was included in cost of revenues and \$427,143 and \$381,858 respectively, was included in general and administrative expenses.

3. LONG-TERM DEBT

The Company's long-term debt consisted of the following as of December 31:

	2018	2017
Notes payable to finance companies for ASC, interest rates ranging from 2.57% to 4.10%, principal and interest due in monthly or quarterly installments, collateralized by equipment and partner guarantees, maturing at various dates through September 2023	\$ 12,895,693	\$ 12,872,195
Notes payable to financial institutions for ASC, interest rates ranging from 2.75% to 3.70%, principal and interest due in monthly installments, collateralized by equipment and partner guarantees, maturing at various dates through June 2022	4,300,852	6,137,399
Total	17,196,545	19,009,594
Less current maturities	(7,152,211)	(7,317,486)
Total long-term debt	<u>\$ 10,044,334</u>	<u>\$ 11,692,108</u>

Required principal payments on long-term debt as of December 31, 2018 were as follows:

2019	\$ 7,152,211
2020	4,950,531
2021	2,867,719
2022	1,621,760
2023	604,324
Total	<u>\$ 17,196,545</u>

4. COMMITMENTS AND CONTINGENCIES

The Company leases six properties from a related party (see Note 7) under non-cancelable operating leases that expire on various dates ranging from 2021 to 2027. The Company also leases seven properties on a month-to-month basis, which can be cancelled upon thirty days' notice. Total rental expense for the years ended December 31, 2018 and 2017 was \$818,366 and \$788,820, respectively. At December 31, 2018, minimum future rental payments under non-cancelable operating leases were as follows:

2019	\$ 647,391
2020	658,162
2021	639,362
2022	528,265
2023	315,131
Thereafter	922,363
Total	<u>\$ 3,710,674</u>

In addition to the above base rents, the Company is responsible for its pro-rata share of real estate taxes and operating expenses.

The Company has a standby letter of credit with a financial institution for \$99,000 as security for workers' compensation insurance, which renewed in April 2018. The Company did not make any draws on this standby letter of credit during the years ended December 31, 2018 and 2017.

The Company, in the normal course of business, is subject to various legal matters. In the opinion of management, the resolution of these matters will not have a material adverse effect on the financial position of the Company or its results of operations.

5. DEFINED CONTRIBUTION PLAN

The Company has a 401(k) plan that covers substantially all employees who are at least 21 years of age and have more than one year of service. The Company may make discretionary matching contributions on behalf of each participant. During the years ended December 31, 2018 and 2017, the Company made employer contributions of \$307,310 and \$232,091, respectively.

6. EMPLOYEE WELFARE BENEFIT PLAN

Effective November 1, 2016, CP established a self-funded employee welfare benefit plan (the "Plan") to provide health insurance coverage for all eligible employees and their dependents as defined in the Plan agreement. The Plan is funded through employee and employer contributions. CP has purchased stop-loss insurance, which limits CP's annual claims exposure to \$60,000 per covered person with an \$85,000 aggregating specific deductible, as defined in the Plan agreement. Participant claims for the Plan are administered by a third-party administrator. The estimated self-funded insurance liability was \$62,206 and \$57,586 as of December 31, 2018 and 2017, respectively, and is included with accrued expenses in the accompanying consolidated balance sheets of the Company.

7. RELATED PARTY TRANSACTIONS

The Company leases an office facility in San Antonio under a non-cancelable operating lease from a partner. Rent expense related to this lease for the years ended December 31, 2018 and 2017 was \$166,108 and \$161,270, respectively. The Company leases property in Pflugerville under a non-cancelable operating lease from a partner. Rent expense related to this lease for the years ended December 31, 2018 and 2017 was \$59,241 and \$57,796, respectively. The Company leases two office facilities in Austin under non-cancelable operating leases from a partner. Rent expense related to these leases for the years ended December 31, 2018 and 2017 was \$385,255 and \$373,939, respectively. The Company leases yards in Bryan and Salado under non-cancelable operating leases from an entity in which a partner serves as a fiduciary for the two trusts that own the entity. Rent expense related to the Bryan lease for the years ended December 31, 2018 and 2017 was \$47,884 and \$46,040, respectively. Rent expense related to the Salado lease for the years ended December 31, 2018 and 2017 was \$74,880 and \$72,000, respectively.

The Company incurred expenses for equipment leasing and trucking services from an entity owned by a partner. The Company incurred \$23,952 and \$72,622 in expenses for the years ended December 31, 2018 and 2017, respectively.

8. CONSOLIDATION OF VARIABLE INTEREST ENTITY

CP leases its boom pump trucks used in its daily operations from ASC through an operating lease agreement. ASC was created to give CP use of the leased equipment and CP guarantees the debt of ASC; thus, ASC is considered a VIE in which CP is the primary beneficiary. Therefore, CP consolidates the results of ASC's operations, consisting primarily of depreciation and interest expense, and eliminates the related operating lease revenue. The consolidated balance sheets at December 31, 2018 and 2017 include \$40.7 million and \$39.0 million, respectively, in property and equipment of ASC, net of accumulated depreciation; \$4.4 million and \$5.6 million, respectively, in cash and cash equivalents of ASC; \$0 and \$17,000, respectively, in accrued expenses of ASC; and \$17.2 million and \$19.0 million, respectively, in debt of ASC, which is collateralized by the equipment leased to CP. No gain or loss was recognized as a result of consolidating the assets and liabilities of ASC.

9. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through March 28, 2019, the date the consolidated financial statements were available to be issued.

On March 18, 2019, the Company entered into an Interest Purchase Agreement pursuant to which the partners agreed to sell all of the outstanding equity interests of Capital Pumping LP and its affiliates in an all-cash transaction. The transaction is expected to close in the second calendar quarter of 2019, subject to regulatory approvals and other customary closing conditions.

MC SERVICES, LLC
Financial Statements
as of and for the Years Ended
December 31, 2018 and 2017 and
Independent Auditors' Report

Independent Auditors' Report

To the Member of
MC Services, LLC
Austin, Texas:

We have audited the accompanying financial statements of MC Services, LLC (the "Company"), which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of income, member's capital and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

/s/ Maxwell Locke & Ritter LLP
Austin, Texas
March 28, 2019

MC SERVICES, LLC

BALANCE SHEETS DECEMBER 31, 2018 AND 2017

	2018	2017
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 109,674	\$ 85,084
Accounts receivable	<u>120,833</u>	<u>69,566</u>
Total current assets	230,507	154,650
PROPERTY AND EQUIPMENT, net	<u>992,913</u>	<u>816,580</u>
TOTAL	<u>\$ 1,223,420</u>	<u>\$ 971,230</u>
LIABILITIES AND MEMBER'S CAPITAL		
CURRENT LIABILITIES:		
Accounts payable	\$ 180	\$ 559
Accrued expenses	3,589	1,745
Current portion of long-term debt	<u>89,231</u>	<u>-</u>
Total current liabilities	93,000	2,304
LONG-TERM DEBT, less current portion	<u>435,165</u>	<u>-</u>
Total liabilities	<u>528,165</u>	<u>2,304</u>
MEMBER'S CAPITAL	<u>695,255</u>	<u>968,926</u>
TOTAL	<u>\$ 1,223,420</u>	<u>\$ 971,230</u>

See notes to financial statements.

MC SERVICES, LLC**STATEMENTS OF INCOME
YEARS ENDED DECEMBER 31, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
REVENUES	\$ 891,658	\$ 852,270
COST OF REVENUES	<u>591,978</u>	<u>487,478</u>
GROSS PROFIT	299,680	364,792
OPERATING EXPENSES-		
General and administrative	<u>56,495</u>	<u>39,105</u>
OPERATING INCOME	243,185	325,687
OTHER INCOME (EXPENSE):		
Interest income	127	490
Interest expense	<u>(16,983)</u>	<u>-</u>
Total other income (expense), net	<u>(16,856)</u>	<u>490</u>
NET INCOME	<u>\$ 226,329</u>	<u>\$ 326,177</u>

See notes to financial statements.

MC SERVICES, LLC

STATEMENTS OF MEMBER'S CAPITAL

YEARS ENDED DECEMBER 31, 2018 AND 2017

BALANCE, December 31, 2016	\$ 1,142,749
Distributions to member	(500,000)
Net income	<u>326,177</u>
BALANCE, December 31, 2017	968,926
Distributions to member	(500,000)
Net income	<u>226,329</u>
BALANCE, December 31, 2018	<u><u>\$ 695,255</u></u>

See notes to financial statements.

MC SERVICES, LLC**STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 226,329	\$ 326,177
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	469,518	366,508
Gain on disposal of property and equipment	(3,680)	(12,433)
Changes in assets and liabilities that provided (used) cash:		
Accounts receivable	(51,267)	57,025
Accounts payable	(379)	(63)
Accrued expenses	1,844	(300)
Net cash provided by operating activities	<u>642,365</u>	<u>736,914</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(665,721)	(257,217)
Proceeds from disposals of property and equipment	23,550	12,800
Net cash used in investing activities	<u>(642,171)</u>	<u>(244,417)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from long-term debt	580,772	-
Principal payments on long-term debt	(56,376)	-
Member distributions	(500,000)	(500,000)
Net cash provided by (used in) financing activities	<u>24,396</u>	<u>(500,000)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	24,590	(7,503)
CASH AND CASH EQUIVALENTS, beginning of year	85,084	92,587
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 109,674</u>	<u>\$ 85,084</u>
SUPPLEMENTAL DISCLOSURE-		
Interest paid in cash	<u>\$ 16,983</u>	<u>\$ -</u>

See notes to financial statements.

MC SERVICES, LLC

NOTES TO FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2018 AND 2017

1. ORGANIZATION

MC Services, LLC (the "Company"), a Texas limited liability company formed in 2009 and headquartered in Austin, Texas, provides concrete washout pan services, leases concrete placing equipment, and provides haul services for equipment in Central Texas.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation - The financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") as defined by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC").

Use of Estimates - The preparation of financial statements in conformity with U.S. GAAP as defined by the FASB ASC requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

Cash and Cash Equivalents - The Company considers all liquid investments with maturities at the date of acquisition of three months or less to be cash equivalents.

Accounts Receivable - Accounts receivable are recorded at the value of the revenue earned and require payment within thirty days. Account balances with charges over thirty days old are considered delinquent and management begins collection efforts at this time. Delinquent accounts receivable invoices do not accrue interest.

The Company provides credit in the normal course of business to customers and continually monitors each customer's creditworthiness individually and recognizes allowances for estimated bad debts on customer accounts that are no longer estimated to be collectible. The Company regularly adjusts any allowance for subsequent collections and final determination that an account is no longer collectible. The Company had no allowance for doubtful accounts at December 31, 2018 and 2017 as management deemed all outstanding accounts receivable balances collectible.

Property and Equipment - Property and equipment is recorded at cost and depreciated over the estimated useful lives of the assets, which range from three to five years. Depreciation is computed using the straight-line method. Maintenance and repairs that do not improve or extend the useful life of the respective asset are expensed as incurred.

Impairment of Long-Lived Assets - Property and equipment is reviewed for impairment whenever events or changes in circumstances indicate that the amount recorded may not be recoverable. An impairment loss is recognized by the amount in which the carrying amount of the asset exceeds fair value, if the carrying amount of the asset is not recoverable.

Revenue Recognition - Project revenue is recorded as projects are completed, and all projects are short-term in nature with the majority of projects lasting one day. Revenue from short-term equipment rental is billed monthly and recognized upon the passage of time.

Cost of Revenues - Cost of revenues includes operations labor costs as well as construction materials and supplies.

Income Taxes - The Company files income tax returns in the U.S. federal jurisdiction and the State of Texas. The Company is taxed as a partnership for federal income tax purposes; accordingly, all taxable income, losses, deductions and credits are allocated to the member who is responsible for the payment of taxes thereon. Therefore, no provision has been made for federal income taxes.

The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Management evaluated the Company's tax positions for all open tax years and believes the Company has no material uncertain tax positions and has recorded no related interest or penalties for the years ended December 31, 2018 and 2017.

Concentrations of Credit Risk - Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents and accounts receivable. The Company places its cash and cash equivalents with a limited number of high quality financial institutions and may exceed the amount of insurance provided on such deposits. The Company monitors the creditworthiness of its customers to which it grants credit terms in the normal course of business. Although the Company does not currently foresee a significant credit risk associated with these receivables, repayment is dependent upon the financial strength of the customers. Two customers accounted for 65% and three customers accounted for 78% of total accounts receivable at December 31, 2018 and 2017, respectively.

The Company is also subject to risk related to volumes transacted with particular customers. For the year ended December 31, 2018, three customers accounted for 37% of total revenues. For the year ended December 31, 2017, three customers accounted for 41% of total revenues.

Recently Issued Accounting Pronouncements - In May 2014 and August 2015, the FASB issued Accounting Standards Updates ("ASU") No. 2014-09 and No. 2015-14, *Revenue from Contracts with Customers*, which supersede the revenue recognition requirements in Accounting Standards Codification 605, *Revenue Recognition*, and most industry-specific guidance included in the Accounting Standards Codification. The standard requires entities to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. The standard is effective retrospectively for fiscal years beginning after December 15, 2018, and early adoption is permitted. The Company is currently evaluating the impact the new standard will have on its financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires the recognition of lease assets and lease liabilities by lessees for all leases, including leases previously classified as operating leases, and modifies the classification criteria and accounting for sales-type and direct financing leases by lessors. Leases continue to be classified as finance or operating leases by lessees and both classifications require the recognition of a right-of-use asset and a lease liability, initially measured at the present value of the lease payments in the balance sheet. Interest on the lease liability and amortization of the right-of-use asset are recognized separately in the statement of income for finance leases and as a single lease cost recognized on the straight-line basis over the lease term for operating leases. The standard is effective using a modified retrospective approach for fiscal years beginning after December 15, 2019, and early adoption is permitted. The Company is currently evaluating the impact the standard will have on its financial statements.

3. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of December 31:

	2018	2017
Machinery and equipment	\$ 2,130,490	\$ 1,507,999
Less accumulated depreciation	(1,137,577)	(691,419)
Total	<u>\$ 992,913</u>	<u>\$ 816,580</u>

Depreciation expense for the years ended December 31, 2018 and 2017 was \$469,518 and \$366,508, respectively, and included in cost of revenues.

4. LONG-TERM DEBT

On April 10, 2018, the Company entered into a \$580,772 loan agreement with a related party (the "Loan"). Payments of principal and interest are due monthly beginning on May 10, 2018 at the prime rate less 0.5% (5.0% at December 31, 2018). The Loan is secured by certain equipment, guaranteed by the member of the Company, and matures April 10, 2024. The Company is required to comply with certain financial covenants under the Loan, including a debt service coverage ratio.

Required principal payments on long-term debt as of December 31, 2018 were as follows:

2019	\$	89,231
2020		93,102
2021		97,245
2022		101,519
2023		105,981
Thereafter		37,318
Total	\$	<u>524,396</u>

5. RELATED PARTY TRANSACTIONS

The Company recognized revenue from an entity owned by the member for equipment leasing and trucking services totaling \$22,210 and \$67,556 for the years ended December 31, 2018 and 2017, respectively. The Company incurred interest expense of \$16,983 on the Loan for the year ended December 31, 2018.

6. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through March 28, 2019, the date the financial statements were available to be issued.

On March 18, 2019, the Company entered into an Interest Purchase Agreement pursuant to which the member agreed to sell all of the outstanding equity interests of the Company in an all-cash transaction. The transaction is expected to close in the second calendar quarter of 2019, subject to regulatory approvals and other customary closing conditions.

CAPITAL PUMPING, LP AND AFFILIATE

CONSOLIDATED BALANCE SHEETS
MARCH 31, 2019 AND DECEMBER 31, 2018

	March 31, 2019 (Unaudited)	December 31, 2018
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 1,620,110	\$ 1,235,943
Accounts receivable, less allowances of \$68,435 and \$53,726, respectively	5,975,855	5,396,250
Prepaid expenses and other assets	109,489	164,778
Current assets of consolidated VIE:		
Cash and cash equivalents	4,908,244	4,425,764
Total current assets	12,613,698	11,222,735
PROPERTY AND EQUIPMENT, net	684,044	794,235
PROPERTY AND EQUIPMENT, net - consolidated VIE	38,006,095	40,673,060
TOTAL	\$ 51,303,837	\$ 52,690,030
LIABILITIES AND EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 503,500	\$ 548,513
Accrued expenses	728,661	800,862
Current liabilities of consolidated VIE - Accrued expenses	5,574	-
Current portion of long-term debt	6,300,111	7,152,211
Total current liabilities	7,537,846	8,501,586
LONG-TERM DEBT, less current portion - consolidated VIE	8,557,475	10,044,334
Total liabilities	16,095,321	18,545,920
EQUITY:		
Partners' capital	7,157,337	6,241,831
Noncontrolling interest in Affiliate	28,051,179	27,902,279
Total equity	35,208,516	34,144,110
TOTAL	\$ 51,303,837	\$ 52,690,030

See accompanying notes

CAPITAL PUMPING, LP AND AFFILIATE**CONSOLIDATED STATEMENTS OF INCOME (UNAUDITED)
THREE MONTHS ENDED MARCH 31, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
REVENUES	\$ 13,728,858	\$ 12,084,939
COST OF REVENUES	<u>7,641,918</u>	<u>7,062,827</u>
GROSS PROFIT	6,086,940	5,022,112
OPERATING EXPENSES-		
General and administrative	2,194,657	1,451,277
OPERATING INCOME	3,892,283	3,570,835
OTHER INCOME (EXPENSE):		
Interest income	12,622	6,382
Interest expense	(140,499)	(141,573)
Total other expense, net	<u>(127,877)</u>	<u>(135,191)</u>
NET INCOME	3,764,406	3,435,644
INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST IN AFFILIATE	<u>(1,148,900)</u>	<u>(1,928,139)</u>
NET INCOME ATTRIBUTABLE TO CAPITAL PUMPING, LP	<u>\$ 2,615,506</u>	<u>\$ 1,507,505</u>

See accompanying notes

CAPITAL PUMPING, LP AND AFFILIATE

CONSOLIDATED STATEMENT OF EQUITY (UNAUDITED) THREE MONTHS ENDED MARCH 31, 2019

	Partners' Capital	Noncontrolling Interest in Affiliate	Total
BALANCE, DECEMBER 31, 2018	\$ 6,241,831	\$ 27,902,279	\$ 34,144,110
PARTNER DISTRIBUTIONS	(1,700,000)	(1,000,000)	(2,700,000)
INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST IN AFFILIATE	-	1,148,900	1,148,900
NET INCOME ATTRIBUTABLE TO CAPITAL PUMPING, LP	2,615,506	-	2,615,506
BALANCE, MARCH 31, 2019	<u>\$ 7,157,337</u>	<u>\$ 28,051,179</u>	<u>\$ 35,208,516</u>

THREE MONTHS ENDED MARCH 31, 2018

	Partners' Capital	Noncontrolling Interest in Affiliate	Total
BALANCE, DECEMBER 31, 2017	\$ 6,413,412	\$ 25,510,170	\$ 31,923,582
PARTNER DISTRIBUTIONS	(1,800,000)	(1,000,000)	(2,800,000)
INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST IN AFFILIATE	-	1,928,139	1,928,139
NET INCOME ATTRIBUTABLE TO CAPITAL PUMPING, LP	1,507,505	-	1,507,505
BALANCE, MARCH 31, 2018	<u>\$ 6,120,917</u>	<u>\$ 26,438,309</u>	<u>\$ 32,559,226</u>

See accompanying notes

CAPITAL PUMPING, LP AND AFFILIATE**CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
THREE MONTHS ENDED MARCH 31, 2019 AND 2018**

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 3,764,406	\$ 3,435,644
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,774,420	2,454,794
Gain on disposal of property and equipment	(5,000)	(835,000)
Changes in assets and liabilities that provided (used) cash:		
Accounts receivable	(579,605)	(1,207,230)
Prepaid expenses and other assets	55,289	(220,958)
Accounts payable	(45,013)	(20,992)
Accrued expenses	(66,627)	104,734
Net cash provided by operating activities	<u>5,897,870</u>	<u>3,710,992</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	-	(1,704,974)
Proceeds from disposals of property and equipment	7,736	835,000
Net cash provided by (used in) investing activities	<u>7,736</u>	<u>(869,974)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from long-term debt	-	2,597,296
Principal payments on long-term debt	(2,338,959)	(1,924,145)
Partner distributions	(1,700,000)	(1,800,000)
Affiliate partner distributions	(1,000,000)	(1,000,000)
Net cash used in financing activities	<u>(5,038,959)</u>	<u>(2,126,849)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	866,647	714,169
CASH AND CASH EQUIVALENTS, beginning of period	<u>5,661,707</u>	<u>7,672,879</u>
CASH AND CASH EQUIVALENTS, end of period	<u>\$ 6,528,354</u>	<u>\$ 8,387,048</u>
SUPPLEMENTAL DISCLOSURE-		
Cash paid during the period-		
Interest paid	<u>\$ 140,499</u>	<u>\$ 141,573</u>

See accompanying notes

CAPITAL PUMPING, LP AND AFFILIATE

NOTES TO INTERIM CONSOLIDATED FINANCIAL STATEMENTS

MARCH 31, 2019 AND DECEMBER 31, 2018 AND FOR THE THREE MONTHS ENDED MARCH 31, 2019 AND 2018

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Basis of Presentation - The interim consolidated financial statements include the accounts of Capital Pumping, LP ("CP") and ASC Equipment, LP ("ASC"), an affiliated company with common ownership (collectively, the "Company"). CP provides concrete pumping services for residential and commercial projects as well as highway construction in the greater Central Texas, South Texas, and West Texas areas. ASC is an equipment company that provides all boom pump trucks used in the daily operations of CP through an operating lease. See further discussion of consolidation of a variable interest entity ("VIE") at Note 8.

On March 18, 2019, the Company entered into an Interest Purchase Agreement pursuant to which the partners agreed to sell all of the outstanding equity interests of Capital Pumping, LP and its affiliate in an all-cash transaction. The transaction is expected to close in the second calendar quarter of 2019, subject to regulatory approvals and other customary closing conditions.

The interim consolidated financial statements are presented in accordance with accounting principles generally accepted in the United States of America as defined by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification. All significant intercompany balances and transactions have been eliminated upon consolidation.

Use of Estimates - The preparation of interim consolidated financial statements in conformity with U.S. GAAP as defined by the FASB Accounting Standards Codification requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the interim consolidated financial statements, as well as the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

Accounts Receivable - Accounts receivable are recorded at the value of the revenue earned and require payment within thirty days. Account balances with charges over thirty days old are considered delinquent and management begins collection efforts at this time. Delinquent accounts receivable invoices do not accrue interest. The Company provides credit in the normal course of business to customers and continually monitors each customer's creditworthiness individually and recognizes allowances for estimated bad debts on customer accounts that are no longer estimated to be collectible. The Company regularly adjusts any allowance for subsequent collections and final determination that an account is no longer collectible.

Property and Equipment - Property and equipment is recorded at cost and depreciated or amortized over the shorter of the estimated useful lives of the assets or the term of the lease agreement, which range from two to ten years. Depreciation and amortization is computed using the straight-line method. Maintenance and repairs that do not improve or extend the useful life of the respective asset are expensed as incurred.

Impairment of Long-Lived Assets - Property and equipment is reviewed for impairment whenever events or changes in circumstances indicate that the amount recorded may not be recoverable. An impairment loss is recognized by the amount in which the carrying amount of the asset exceeds fair value, if the carrying amount of the asset is not recoverable. No impairment losses on long-lived assets were recognized for the three months ended March 31, 2019 and 2018.

Self-Funded Insurance - CP has a self-funded employee welfare benefit plan (see Note 6) and recognizes its obligations in the period in which a claim is incurred, including reported claims and estimated claims incurred but not reported, up to specified deductible limits. The estimate of its self-insurance liability contains uncertainty as CP must use judgment to estimate the cost that will be incurred to settle reported claims and claims made for incidents incurred but not reported as of the consolidated balance sheet date. When estimating its self-insurance liabilities, CP considers a number of factors which include, but are not limited to, historical claims experience, demographic factors, severity factors and information provided by independent third-party advisors.

Revenue Recognition - Revenue is recorded as projects are completed, and all projects are short-term in nature with the majority of projects lasting one day.

Cost of Revenues - Cost of revenues includes equipment rental and operations labor costs as well as those costs associated with maintaining the Company's concrete pumps.

Income Taxes - The Company files income tax returns in the U.S. federal jurisdiction and the State of Texas. The Company is taxed as a partnership for federal income tax purposes; accordingly, all taxable income, losses, deductions and credits are allocated to the partners who are responsible for the payment of taxes thereon. Therefore, no provision has been made for federal income taxes.

The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. The tax benefits recognized in the interim consolidated financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Management evaluated the Company's tax positions for all open tax years and believes the Company has no material uncertain tax positions and has recorded no related interest or penalties for the three months ended March 31, 2019 and 2018.

Cash and Cash Equivalents - The Company considers all highly liquid investments purchased with an original maturity of ninety days or less to be cash equivalents.

Concentrations of Credit Risk - Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents and accounts receivable. The Company places its cash and cash equivalents with a limited number of high quality financial institutions and may exceed the amount of insurance provided on such deposits. The Company monitors the creditworthiness of its customers to which it grants credit terms in the normal course of business. Although the Company does not currently foresee a significant credit risk associated with these receivables, repayment is dependent upon the financial strength of the customers. At March 31, 2019 and December 31, 2018, one customer accounted for 14% of total accounts receivable.

Advertising Costs - Advertising costs are expensed as incurred and totaled \$4,721 for the three months ended March 31, 2018. There were no advertising costs incurred for the three months ended March 31, 2019.

Recently Issued Accounting Pronouncements - In May 2014 and August 2015, the FASB issued Accounting Standards Updates ("ASU") No. 2014-09 and No. 2015-14, *Revenue from Contracts with Customers*, which supersede the revenue recognition requirements in Accounting Standards Codification 605, *Revenue Recognition*, and most industry-specific guidance included in the Accounting Standards Codification. The standard requires entities to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. The standard is effective retrospectively for fiscal years beginning after December 15, 2018 and interim periods within annual reporting periods beginning after December 15, 2019, and early adoption is permitted. The Company is currently evaluating the impact the standard will have on its interim consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires the recognition of lease assets and lease liabilities by lessees for all leases, including leases previously classified as operating leases, and modifies the classification criteria and accounting for sales-type and direct financing leases by lessors. Leases continue to be classified as finance or operating leases by lessees and both classifications require the recognition of a right-of-use asset and a lease liability, initially measured at the present value of the lease payments in the consolidated balance sheet. Interest on the lease liability and amortization of the right-of-use asset are recognized separately in the consolidated statement of income for finance leases and as a single lease cost recognized on the straight-line basis over the lease term for operating leases. The standard is effective using a modified retrospective approach for fiscal years beginning after December 15, 2019 and early adoption is permitted. The Company is currently evaluating the impact the standard will have on its interim consolidated financial statements.

2. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	March 31, 2019	December 31, 2018
Concrete pumps	\$ 74,606,627	\$ 74,606,627
Equipment	849,550	1,347,332
Vehicles	827,716	827,716
Leasehold improvements	868,991	868,991
Office furniture and equipment	242,121	242,121
Other	16,500	16,500
Total	<u>77,411,505</u>	<u>77,909,287</u>
Less accumulated depreciation and amortization	<u>(38,721,366)</u>	<u>(36,441,992)</u>
Total	<u>\$ 38,690,139</u>	<u>\$ 41,467,295</u>

3. LONG-TERM DEBT

The Company's long-term debt consisted of the following:

	March 31, 2019	December 31, 2018
Notes payable to finance companies for ASC, interest rates ranging from 2.57% to 4.10%, principal and interest due in monthly or quarterly installments, collateralized by equipment and partner guarantees, maturing at various dates through September 2023	\$ 11,006,056	\$ 12,895,693
Notes payable to financial institutions for ASC, interest rates ranging from 2.75% to 3.70%, principal and interest due in monthly installments, collateralized by equipment and partner guarantees, maturing at various dates through June 2022	3,851,530	4,300,852
Total	<u>14,857,586</u>	<u>17,196,545</u>
Less current maturities	<u>(6,300,111)</u>	<u>(7,152,211)</u>
Total long-term debt	<u>\$ 8,557,475</u>	<u>\$ 10,044,334</u>

Required principal payments on long-term debt as of March 31, 2019 were as follows:

2019	\$ 4,821,817
2020	4,941,966
2021	2,867,719
2022	1,621,760
2023	604,324
Total	<u>\$ 14,857,586</u>

4. COMMITMENTS AND CONTINGENCIES

The Company leases six properties from a related party (see Note 7) under non-cancelable operating leases that expire on various dates ranging from 2021 to 2027. The Company also leases seven properties on a month-to-month basis, which can be cancelled upon thirty days' notice. Total rental expense for the three months ended March 31, 2019 and 2018 was \$210,239 and \$204,284, respectively. At March 31, 2019, minimum future rental payments under non-cancelable operating leases were as follows:

2019	\$ 485,707
2020	658,162
2021	639,362
2022	528,265
2023	315,131
Thereafter	922,363
Total	<u>\$ 3,548,990</u>

In addition to the above base rents, the Company is responsible for its pro-rata share of real estate taxes and operating expenses.

The Company has a standby letter of credit with a financial institution for \$99,000 as security for workers' compensation insurance, which renewed in April 2019. The Company did not make any draws on this standby letter of credit during the three months ended March 31, 2019 and 2018.

The Company, in the normal course of business, is subject to various legal matters. In the opinion of management, the resolution of these matters will not have a material adverse effect on the financial position of the Company or its results of operations.

5. DEFINED CONTRIBUTION PLAN

The Company has a 401(k) plan that covers substantially all employees who are at least 21 years of age and have more than one year of service. The Company may make discretionary matching contributions on behalf of each participant. During the three months ended March 31, 2019 and 2018, the Company made employer contributions of \$81,943 and 71,427, respectively.

6. EMPLOYEE WELFARE BENEFIT PLAN

Effective November 1, 2016, CP established a self-funded employee welfare benefit plan (the "Plan") to provide health insurance coverage for all eligible employees and their dependents as defined in the Plan agreement. The Plan is funded through employee and employer contributions. CP has purchased stop-loss insurance, which limits CP's annual claims exposure to \$60,000 per covered person with an \$85,000 aggregating specific deductible, as defined in the Plan agreement. Participant claims for the Plan are administered by a third-party administrator. The estimated self-funded insurance liability as of March 31, 2019 and December 31, 2018 was \$58,423 and \$62,206, respectively, and is included with accrued expenses in the accompanying consolidated balance sheets of the Company.

7. RELATED PARTY TRANSACTIONS

The Company leases an office facility in San Antonio under a non-cancelable operating lease from a partner. Rent expense related to this lease for the three months ended March 31, 2019 and 2018 was \$42,773 and \$41,527, respectively. The Company leases property in Pflugerville under a non-cancelable operating lease from a partner. Rent expense related to this lease for the three months ended March 31, 2019 and 2018 was \$15,181 and \$14,810, respectively. The Company leases two office facilities in Austin under non-cancelable operating leases from a partner. Rent expense related to these leases for the three months ended March 31, 2019 and 2018 was \$99,232 and \$96,314, respectively. The Company leases yards in Bryan and Salado under non-cancelable operating leases from an entity in which a partner serves as a fiduciary for the two trusts that own the entity. Rent expense related to the Bryan lease for the three months ended March 31, 2019 and 2018 was \$12,285 and \$11,811, respectively. Rent expense related to the Salado lease for the three months ended March 31, 2019 and 2018 was \$19,469 and \$18,720, respectively.

The Company incurred expenses for equipment leasing and trucking services from an entity owned by a partner. The Company incurred expenses for the three months ended March 31, 2019 and 2018 of \$958 and \$13,917, respectively.

8. CONSOLIDATION OF VARIABLE INTEREST ENTITY

CP leases its boom pump trucks used in its daily operations from ASC through an operating lease agreement. ASC was created to give CP use of the leased equipment and CP guarantees the debt of ASC; thus, ASC is considered a VIE in which CP is the primary beneficiary. Therefore, CP consolidates the results of ASC's operations, consisting primarily of depreciation and interest expense, and eliminates the related operating lease revenue. The consolidated balance sheets at March 31, 2019 and December 31, 2018 include \$38.0 million and \$40.7 million, respectively, in property and equipment of ASC, net of accumulated depreciation; \$4.9 million and \$4.4 million, respectively, in current assets of ASC; \$6,000 and \$0, respectively, in accounts payable and accrued expenses of ASC; and \$14.9 million and \$17.2 million, respectively, in debt of ASC, which is collateralized by the equipment leased to CP. No gain or loss was recognized as a result of consolidating the assets and liabilities of ASC.

9. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through April 23, 2019 (the date the interim consolidated financial statements were available to be issued), and no events have occurred from the consolidated balance sheet date through that date that would impact the interim consolidated financial statements.

MC SERVICES, LLC

BALANCE SHEETS

MARCH 31, 2019 AND DECEMBER 31, 2018

	March 31, 2019 (Unaudited)	December 31, 2018
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 162,106	\$ 109,674
Accounts receivable	<u>187,110</u>	<u>120,833</u>
Total current assets	349,216	230,507
PROPERTY AND EQUIPMENT, net	<u>876,381</u>	<u>992,913</u>
TOTAL	<u>\$ 1,225,597</u>	<u>\$ 1,223,420</u>
LIABILITIES AND MEMBER'S CAPITAL		
CURRENT LIABILITIES:		
Accounts payable	\$ 220	\$ 180
Accrued expenses	7,803	3,589
Current portion of long-term debt	<u>89,495</u>	<u>89,231</u>
Total current liabilities	97,518	93,000
LONG-TERM DEBT, less current portion	<u>413,524</u>	<u>435,165</u>
Total liabilities	<u>511,042</u>	<u>528,165</u>
MEMBER'S CAPITAL	<u>714,555</u>	<u>695,255</u>
TOTAL	<u>\$ 1,225,597</u>	<u>\$ 1,223,420</u>

See accompanying notes

MC SERVICES, LLC**STATEMENTS OF OPERATIONS (UNAUDITED)
THREE MONTHS ENDED MARCH 31, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
REVENUES	\$ 263,957	\$ 116,389
COST OF REVENUES	131,491	126,858
GROSS PROFIT (LOSS)	132,466	(10,469)
OPERATING EXPENSES-		
General and administrative	(292,966)	10,190
OPERATING INCOME (LOSS)	425,432	(20,659)
OTHER INCOME (EXPENSE):		
Interest income	-	124
Interest expense	(6,132)	-
Total other income (expense)	(6,132)	124
NET INCOME (LOSS)	<u>\$ 419,300</u>	<u>\$ (20,535)</u>

See accompanying notes

STATEMENT OF MEMBER'S CAPITAL (UNAUDITED)

THREE MONTHS ENDED MARCH 31, 2019

BALANCE, December 31, 2018	\$	695,255
Distributions to member		(400,000)
Net income		<u>419,300</u>
BALANCE, March 31, 2019	\$	<u><u>714,555</u></u>

THREE MONTHS ENDED MARCH 31, 2018

BALANCE, December 31, 2017	\$	968,926
Net loss		<u>(20,535)</u>
BALANCE, March 31, 2018	\$	<u><u>948,391</u></u>

See accompanying notes

MC SERVICES, LLC**STATEMENTS OF CASH FLOWS (UNAUDITED)
THREE MONTHS ENDED MARCH 31, 2019 AND 2018**

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	\$ 419,300	\$ (20,535)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	112,716	103,276
Gain on disposal of property and equipment	(311,184)	(3,883)
Changes in assets and liabilities that provided (used) cash:		
Accounts receivable	(66,277)	(7,781)
Accounts payable	40	487
Accrued expenses	4,214	2,763
Net cash provided by operating activities	<u>158,809</u>	<u>74,327</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(5,000)	(203,000)
Proceeds from disposals of property and equipment	320,000	4,050
Net cash provided by (used in) investing activities	<u>315,000</u>	<u>(198,950)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Advances from member	-	90,000
Principal payments on long-term debt	(21,377)	-
Member distributions	(400,000)	-
Net cash provided by (used in) financing activities	<u>(421,377)</u>	<u>90,000</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	52,432	(34,623)
CASH AND CASH EQUIVALENTS, beginning of period	109,674	85,084
CASH AND CASH EQUIVALENTS, end of period	<u>\$ 162,106</u>	<u>\$ 50,461</u>
SUPPLEMENTAL DISCLOSURE-		
Interest paid in cash	<u>\$ 6,132</u>	<u>\$ -</u>

See accompanying notes

MC SERVICES, LLC

NOTES TO INTERIM FINANCIAL STATEMENTS

MARCH 31, 2019 AND DECEMBER 31, 2018 AND FOR THE THREE MONTHS ENDED MARCH 31, 2019 AND 2018

1. ORGANIZATION

MC Services, LLC (the "Company"), a Texas limited liability company formed in 2009 and headquartered in Austin, Texas, provides concrete washout pan services, leases concrete placing equipment, and provides haul services for equipment in Central Texas.

On March 18, 2019, the Company entered into an Interest Purchase Agreement pursuant to which the member agreed to sell all of the outstanding equity interests of the Company in an all-cash transaction. The transaction is expected to close in the second calendar quarter of 2019, subject to regulatory approvals and other customary closing conditions.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation - The interim financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") as defined by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC").

Use of Estimates - The preparation of interim financial statements in conformity with U.S. GAAP as defined by the FASB ASC requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the interim financial statements, as well as the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

Cash and Cash Equivalents - The Company considers all liquid investments with maturities at the date of acquisition of three months or less to be cash equivalents.

Accounts Receivable - Accounts receivable are recorded at the value of the revenue earned and require payment within thirty days. Account balances with charges over thirty days old are considered delinquent and management begins collection efforts at this time. Delinquent accounts receivable invoices do not accrue interest.

The Company provides credit in the normal course of business to customers and continually monitors each customer's creditworthiness individually and recognizes allowances for estimated bad debts on customer accounts that are no longer estimated to be collectible. The Company regularly adjusts any allowance for subsequent collections and final determination that an account is no longer collectible. The Company had no allowance for doubtful accounts at March 31, 2019 and December 31, 2018 as management deemed all outstanding accounts receivable balances collectible.

Property and Equipment - Property and equipment is recorded at cost and depreciated over the estimated useful lives of the assets, which range from three to five years. Depreciation is computed using the straight-line method. Maintenance and repairs that do not improve or extend the useful life of the respective asset are expensed as incurred.

Impairment of Long-Lived Assets - Property and equipment is reviewed for impairment whenever events or changes in circumstances indicate that the amount recorded may not be recoverable. An impairment loss is recognized by the amount in which the carrying amount of the asset exceeds fair value, if the carrying amount of the asset is not recoverable. No impairment losses on long-lived assets were recognized for the three months ended March 31, 2019 and 2018.

Revenue Recognition - Project revenue is recorded as projects are completed, and all projects are short-term in nature with the majority of projects lasting one day. Revenue from short-term equipment rental is billed monthly and recognized upon the passage of time.

Cost of Revenues - Cost of revenues includes operations labor costs as well as construction materials and supplies.

Income Taxes - The Company files income tax returns in the U.S. federal jurisdiction and the State of Texas. The Company is taxed as a partnership for federal income tax purposes; accordingly, all taxable income, losses, deductions and credits are allocated to the member who is responsible for the payment of taxes thereon. Therefore, no provision has been made for federal income taxes.

The Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authority based on the technical merits of the position. The tax benefits recognized in the interim financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Management evaluated the Company's tax positions for all open tax years and believes the Company has no material uncertain tax positions and has recorded no related interest or penalties for the three months ended March 31, 2019 and 2018.

Concentrations of Credit Risk - Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents and accounts receivable. The Company places its cash and cash equivalents with a limited number of high quality financial institutions and may exceed the amount of insurance provided on such deposits. The Company monitors the creditworthiness of its customers to which it grants credit terms in the normal course of business. Although the Company does not currently foresee a significant credit risk associated with these receivables, repayment is dependent upon the financial strength of the customers. Two customers accounted for 76% of total accounts receivable at March 31, 2019 and two customers accounted for 65% of total accounts receivable at December 31, 2018.

The Company is also subject to risk related to volumes transacted with particular customers. For the three months ended March 31, 2019, three customers accounted for 85% of total revenues and for the three months ended March 31, 2018, five customers accounted for 73% of total revenues.

Recently Issued Accounting Pronouncements - In May 2014 and August 2015, the FASB issued Accounting Standards Updates ("ASU") No. 2014-09 and No. 2015-14, *Revenue from Contracts with Customers*, which supersede the revenue recognition requirements in ASC 605, *Revenue Recognition*, and most industry-specific guidance included in the ASC. The standard requires entities to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. The standard is effective retrospectively for fiscal years beginning after December 15, 2018 and interim periods within annual reporting periods beginning after December 15, 2019, and early adoption is permitted. The Company is currently evaluating the impact the standard will have on its interim financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires the recognition of lease assets and lease liabilities by lessees for all leases, including leases previously classified as operating leases, and modifies the classification criteria and accounting for sales-type and direct financing leases by lessors. Leases continue to be classified as finance or operating leases by lessees and both classifications require the recognition of a right-of-use asset and a lease liability, initially measured at the present value of the lease payments in the balance sheet. Interest on the lease liability and amortization of the right-of-use asset are recognized separately in the statement of income for finance leases and as a single lease cost recognized on the straight-line basis over the lease term for operating leases. The standard is effective using a modified retrospective approach for fiscal years beginning after December 15, 2019, and early adoption is permitted. The Company is currently evaluating the impact the standard will have on its interim financial statements.

3. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	March 31, 2019	December 31, 2018
Machinery and equipment	\$ 2,078,554	\$ 2,130,490
Less accumulated depreciation	(1,202,173)	(1,137,577)
Total	<u>\$ 876,381</u>	<u>\$ 992,913</u>

Depreciation expense for the three months ended March 31, 2019 and 2018 was \$112,716 and \$103,276, respectively, and is included in cost of revenues.

4. LONG-TERM DEBT

On April 10, 2018, the Company entered into a \$580,772 loan agreement with a related party (the "Loan"). Payments of principal and interest are due monthly beginning on May 10, 2018 at the prime rate less 0.5% (5.0% at March 31, 2019 and December 31, 2018). The Loan is secured by certain equipment, guaranteed by the member of the Company, and matures April 10, 2024. The Company is required to comply with certain financial covenants under the Loan, including a debt service coverage ratio.

Required principal payments on long-term debt as of March 31, 2019 were as follows:

2019	\$	67,854
2020		93,102
2021		97,245
2022		101,519
2023		105,981
Thereafter		37,318
Total	\$	<u>503,019</u>

5. RELATED PARTY TRANSACTIONS

The Company recognized revenue from an entity owned by the member for equipment leasing and trucking services totaling \$885 and \$12,940 for the three months ended March 31, 2019 and 2018, respectively. The Company incurred interest expense of \$6,132 on the Loan for the three months ended March 31, 2019. The Company received advances from the member of \$90,000 during the three months ended March 31, 2018.

6. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through April 23, 2019 (the date the interim financial statements were available to be issued), and no events have occurred from the balance sheet date through that date that would impact the interim financial statements.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

The following unaudited pro forma condensed combined financial statements give effect to the following transactions:

(1) The acquisition of Concrete Pumping Holdings (“Legacy CPH”) by Concrete Pumping Holdings Acquisition Corp., a subsidiary of Industrea Acquisition Corporation (“Industrea”), which was consummated on December 6, 2018, otherwise known as the “Business Combination”.

(2) The planned acquisition of ASC Equipment, LP, Capital Pumping, LP and MC Services, LLC, which form what is known as the “Capital Companies”, by Concrete Pumping Holdings, Inc. (“CPH” or the “Company”) as described in the Interest Purchase Agreement entered into by and among CPH, Brundage-Bone, CPHA LLC and the Capital Companies and their owners, pursuant to which, subject to the satisfaction or waiver of certain conditions set forth therein, (i) Brundage-Bone will purchase all of the outstanding (x) limited partnership interests in Capital Pumping and ASC from A. Crawford and (y) limited liability company interests in MCS from M. Crawford, and (ii) CPHA LLC will purchase all of the general partnership interests in Capital Pumping and ASC from CR LLC and CTCS, respectively, otherwise known as the “Capital Acquisition.” The Capital Companies are all held under common control and as such, the Capital Companies are also collectively referred to in this section as “Capital Pumping” or “Capital.” The Capital Acquisition has not yet been consummated and as such is still subject to termination by either party. The Company plans to pay consideration of \$129.2 million, in cash, as consideration for the Capital Acquisition. The aforementioned consideration is anticipated to be financed through proceeds raised from the issuance of and sale of equity securities in this offering and additional term loans under the Company’s Term Loan Agreement. Both sources of financing are subject to market conditions and other factors which could cause the terms, structure or nature of such financing to change materially.

(3) On April 1, 2019, the Company announced the commencement of an offer (“the Offer”, or “Warrant Exchange”) to each holder of (x) the Company’s publicly traded warrants (the “public warrants”) to purchase common stock, par value \$0.0001 per share, of the Company (“common stock”) and (y) the warrants to purchase common stock issued in a private placement that closed concurrently with the closing of Industrea Acquisition Corp.’s initial public offering on August 1, 2017 (the “private placement warrants” and together with the public warrants, the “warrants”) the opportunity to receive 0.2105 shares of common stock in exchange for each outstanding public warrant tendered and 0.1538 shares of common stock in exchange for each outstanding private placement warrant tendered pursuant to the Offer. Concurrently with the Offer, the Company also solicited consents from public warrant holders to amend the warrant agreement to permit the Company to require that each warrant that is outstanding upon the closing of the Offer be converted into 0.1895 shares of common stock. On April 26, 2019, the tender period on the Offer closed resulting in the exchange of 9,982,123 public warrants for 2,101,213 shares of common stock and the exchange of 11,100,000 private placement warrants for 1,707,175 shares of common stock. Because consents were not received from holders of more than 65% of the public warrants, the Warrant Agreement amendment was not approved and the Warrant Agreement will remain unchanged. The results of the exchange have been presented in a separate column within these unaudited pro forma condensed combined financial statements.

The unaudited pro forma condensed combined financial statements give effect to the Capital Acquisition under the acquisition method of accounting in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standard Codification (“ASC”) Topic 805, Business Combinations (“ASC 805”). The Capital Acquisition will be accounted for as an acquisition of Capital Pumping (the accounting acquiree) by CPH (the accounting acquirer) since CPH will upon the consummation of the Capital Acquisition assume control of Capital Pumping. The Company has reflected the historical operations for Capital Pumping, LP, ASC Equipment LP, and MC Services, LLC as a single business acquisition within the pro forma financial statements as the entities are all held under common control and are therefore considered to be related businesses.

The Interest Purchase Agreement for the Capital Companies is designed whereby only specific assets of the acquisition target company are acquired while indemnifying the Company from the liabilities and potential future claims made against the acquisition target company. In the Capital Acquisition, the Company will acquire all of the plant, property and equipment of Capital Pumping while not acquiring any other assets or assuming any other liabilities of the aforementioned. Additionally, CPH will obtain the workforce of Capital Pumping and these employees will continue in the employ of CPH. Further, the Interest Purchase Agreement structure facilitates the complete purchase of the limited partnership and company interests by CPH and after the consummation of the transaction CPH will own Capital Pumping outright. For the purposes of the unaudited pro forma condensed combined financial statements, pro forma adjustments will be made to eliminate all balance sheet amounts contained on the unaudited pro forma balance sheet, with the exception of Plant, Property and Equipment, of Capital Pumping in line with the framework of the Interest Purchase Agreement.

The historical consolidated financial information has been adjusted in these unaudited pro forma condensed combined financial statements to give effect to pro forma events that are (1) directly attributable to the Business Combination and Capital Acquisition, the related planned debt financing, an additional amount of indebtedness and this offering, (2) factually supportable, and (3) with respect to the statements of operations, expected to have a continuing impact on the post-combination company.

The unaudited pro forma condensed combined balance sheet is based on the historical unaudited consolidated balance sheet of CPH as of January 31, 2019 and the combined unaudited condensed balance sheets of Capital Pumping, LP (ASC Equipment, LP is consolidated by Capital Pumping, LP and thus its financial statement results were subject to review as part of the review of Capital Pumping, LP) and MC Services, LLC (presented in the column in the tables below as “Capital Pumping”) as of March 31, 2019 and has been prepared to reflect the Warrant Exchange, the Business Combination, the Capital Acquisition, the planned debt financing, an additional amount of indebtedness and this offering as if they occurred on January 31, 2019. Financial statements for Capital Pumping, LP and MC Services, LLC are contained elsewhere within this prospectus.

The unaudited pro forma condensed combined statement of operations for the twelve months ended October 31, 2018 combines the historical results of operations of CPH and the combined historical results of operations for the Capital Companies for the periods described below, giving effect to the Warrant Exchange, the Business Combination, the Capital Acquisition, the planned debt financing, an additional amount of indebtedness and this offering as if they occurred on November 1, 2017.

The unaudited pro forma condensed combined statement of operations for the three months ended January 31, 2019 combines the historical results of CPH and the combined historical results of the Capital Companies for the periods described below giving effect to the Warrant Exchange, the Business Combination, the Capital Acquisition, the proposed debt financing and this offering as if they occurred on November 1, 2017.

The unaudited pro forma condensed combined statement of operations information for the twelve months ended October 31, 2018 was derived from CPH's audited consolidated statement of operations for the twelve months ended October 31, 2018 and the combined audited statements of operations for the twelve months ended December 31, 2018 for the Capital Companies.

The unaudited pro forma condensed combined statement of operations information for the three months ended January 31, 2019 was derived from CPH's unaudited consolidated statement of operations for the Predecessor period from November 1, 2018 to December 5, 2018 and the Successor period from December 6, 2018 to January 31, 2019 and the combined unaudited statements of operations for the three months ended March 31, 2019 for the Capital Companies. The unaudited pro forma condensed combined balance sheet information as of January 31, 2019 was derived from CPH's consolidated unaudited balance sheet as of January 31, 2019 and the combined unaudited balance sheets of the Capital Companies as of March 31, 2019. Such unaudited financial information has been prepared on a basis consistent with the audited financial statements of CPH and the Capital Companies, respectively, each of which is included in this prospectus. See Note 2, Basis of the Pro Forma Presentation for further discussion regarding combining entities with differing fiscal years.

As CPH was acquired by Industrea on December 6, 2018, the Company's financial statements present both Predecessor and Successor periods. Predecessor periods are defined as those periods that occurred before the Business Combination on December 6, 2018. Successor periods are defined as those periods beginning on or after December 6, 2018. In order to drive comparability within comparison periods, the financial results of CPH, where appropriate, have been affected by the Industrea acquisition for the Predecessor periods under consideration for this pro forma. The Predecessor periods contained within this set of unaudited pro forma condensed financial statements are the period from November 1, 2018 to December 5, 2018. The unaudited pro forma condensed combined statements of operations for the three-month period ended January 31, 2019 combines the historical results of CPH for the Predecessor and Successor periods described above, after affecting the Predecessor period for the Business Combination, and Capital Companies historical results of operations for the three months ended March 31, 2019.

These unaudited pro forma condensed combined financial statements are for informational purposes only. They do not purport to indicate the results that would actually have been obtained had the Capital Acquisition, the planned debt financing, an additional amount of indebtedness and this offering been completed on the assumed date or for the periods presented, or which may be realized in the future. Further, they do not purport to indicate the results that would have been obtained by the Business Combination had been completed on the assumed date or for any of the periods presented. The pro forma adjustments are based on the information currently available and the assumptions and estimates underlying the pro forma adjustments are described in the accompanying notes. Actual results may differ materially from the assumptions within the accompanying unaudited pro forma condensed combined financial information.

Unaudited Pro Forma Condensed Combined Balance Sheet
As of January 31, 2019
(in thousands)

	Concrete Pumping Holdings, Inc. (Successor)	Capital Pumping	Pro Forma Adjustments		Pro Forma - Business Combination & Capital Acquisition	Pro Forma Adjustments - Warrant Exchange	Pro Forma - Warrant Exchange
ASSETS							
Current Assets							
Cash and cash equivalents	\$ 4,767	\$ 6,690	\$ 137,900	[3A]	\$ 6,853	-	\$ 6,853
			(6,614)	[3B]	-	-	-
			(129,200)	[3C]	-	-	-
			(6,690)	[3G]	-	-	-
Accounts receivable, net	34,991	6,163	(6,163)	[3G]	34,991	-	34,991
Inventory	3,931	-	-		3,931	-	3,931
Prepaid expenses and other current assets	7,784	109	(109)	[3G]	7,784	-	7,784
Total current assets	51,473	12,962	(10,876)		53,559	-	53,559
Property and equipment, net	228,140	39,567	17,431	[3D]	285,138	-	285,138
Other intangible assets, net	215,828	-	45,000	[3E]	260,828	-	260,828
Goodwill	238,811	-	27,202	[3F]	266,013	-	266,013
Other assets	1,196	-	-		1,196	-	1,196
TOTAL ASSETS	\$ 735,448	\$ 52,529	\$ 78,757		\$ 866,734	\$ -	\$ 866,734
LIABILITIES AND STOCKHOLDERS' EQUITY AND PARTNERS CAPITAL							
Current liabilities							
Current portion of capital lease obligations	\$ 86	-	-		86	-	86
Revolving loans and current maturities of long term debt	35,117	6,389	3,000	[3H]	52,506	-	52,506
			8,000	[3L]	-	-	-
			(6,389)	[3G]	(6,389)	-	(6,389)
Accounts payable & other current liabilities	31,588	1,246	(1,246)	[3G]	31,588	-	31,588
Total current liabilities	66,791	7,635	3,365		77,791	-	77,791
Capital lease obligations, less current portion	546	-	-		546	-	546
Long-term debt, net of debt issuance costs	319,979	8,971	53,400	[3H]	382,350	-	382,350
			(8,971)	[3G]	(8,971)	-	(8,971)
Deferred income taxes	76,519	-	-		76,519	-	76,519
Other liabilities	-	-	-		-	-	-
Total liabilities	463,835	16,606	47,794		528,235	-	528,235
Redeemable convertible preferred stock	25,000	-	-		25,000	-	25,000
Stockholders' Equity							
Common Stock	3	-	2	[3I]	5	-	5
Additional paid-in-capital	261,808	-	69,294	[3I]	331,102	1,500	332,602
Retained earnings (accumulated deficit)	(14,641)	-	(2,410)	[3B]	(17,051)	(1,500)	(18,551)
Partners' Capital	-	35,923	(35,923)	[3J]	-	-	-
Accumulated other comprehensive income	(557)	-	-		(557)	-	(557)
Total stockholders' equity and partners capital	246,613	35,923	30,963		313,499	-	313,499
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY AND PARTNERS' CAPITAL	\$ 735,448	\$ 52,529	\$ 78,757		\$ 866,734	\$ -	\$ 866,734

See accompanying notes to unaudited pro forma condensed combined financial information

Unaudited Pro Forma Condensed Combined Statement of Operations
For the Year Ended October 31, 2018
(in thousands, except per share information)

	Concrete Pumping Holdings, Inc. (Predecessor)	Pro Forma Adjustments - Business Combination		Concrete Pumping Holdings, Inc. Pro Forma Combined	Capital Pumping	Pro Forma Adjustments - Capital Acquisition		Pro Forma - Business Combination & Capital Acquisition	Pro Forma Adjustments - Warrant Exchange	Pro Forma - Warrant Exchange
Revenue	\$ 243,223	\$ -		\$ 243,223	\$ 49,530	\$ -		\$ 292,753	-	\$ 292,753
Cost of operations	136,877	1,212 [4A]		138,089	29,027	(5,745) [4H]		161,371	-	161,371
Gross profit	106,346	(1,212)		105,134	20,503	5,745		131,382	-	131,382
Selling, general and administrative expenses	58,789	37 [4A]		79,678	5,694	(178) [4H]		91,360	-	91,360
Transaction Costs	-	20,852 [4B]		-	-	6,166 [4I]		-	-	-
Operating (loss) profit	7,590	(6,450) [4G]		1,140	-	-		1,140	-	1,140
Interest expense	39,967	(15,651)		24,316	14,809	(243)		38,882	-	38,882
	(21,425)	(10,646) [4D]		(34,441)	(589)	(5,390) [4J]		(40,955)	-	(40,955)
	-	(2,370) [4C]		-	-	(520) [4P]		-	-	-
	-	-		-	-	(604) [4K]		-	-	-
	-	-		-	-	589 [4J]		-	-	-
Other income (expense), net	55	-		55	27	-		82	-	82
Income (loss) before income taxes	18,597	(28,667)		(10,070)	14,247	(6,168)		(1,991)	-	(1,991)
Income tax (expense) benefit	9,784	6,908 [4E]		16,692	-	(2,015) [4L]		14,677	-	14,677
Net income (loss)	<u>\$ 28,381</u>	<u>\$ (21,759)</u>		<u>\$ 6,622</u>	<u>\$ 14,247</u>	<u>\$ (8,183)</u>		<u>\$ 12,686</u>	<u>\$ -</u>	<u>\$ 12,686</u>
Dividends on redeemable convertible preferred stock	(1,428)	1,428 [4F], [4M]		(1,807)	-	-		(1,807)	-	(1,807)
	-	(1,807)		-	-	-		-	-	-
Undistributed earnings allocated to preferred shares	(6,365)	6,365 [4F]		-	-	-		-	-	-
Net income (loss) available to common stockholders	<u>\$ 20,588</u>	<u>\$ (15,773)</u>		<u>\$ 4,815</u>	<u>\$ 14,247</u>	<u>\$ (8,183)</u>		<u>\$ 10,879</u>	<u>\$ -</u>	<u>\$ 10,879</u>
Weighted average shares outstanding										
Basic	7,576	-		28,848	-	16,000 [4N]		44,848	3,808 [4O]	48,656
Diluted	8,326	-		31,215	-	16,000 [4N]		47,215	3,808 [4O]	51,203
Earnings per share available to common stockholders										
Basic	\$ 2.72	-		\$ 0.17	-	-		\$ 0.24	-	\$ 0.22
Diluted	\$ 2.47	-		\$ 0.15	-	-		\$ 0.23	-	\$ 0.21

See accompanying notes to unaudited pro forma condensed combined financial information

Unaudited Pro Forma Condensed Combined Statement of Operations
For the Three Months Ended January 31, 2019
(in thousands, except per share information)

	Concrete Pumping Holdings, Inc. (Predecessor)	Pro Forma Adjustments - Business Combination		Concrete Pumping Holdings, Inc. (Successor)	Concrete Pumping Holdings, Inc. Pro Forma Total	Capital Pumping	Pro Forma Adjustments - Capital Acquisition		Pro Forma - Business Combination & Capital Acquisition	Pro Forma Adjustments - Warrant Exchange	Pro Forma - Warrant Exchange
Revenue	\$ 24,396	\$ -		\$ 33,970	\$ 58,366	\$ 13,993	\$ -	\$ 72,359	\$ -	\$ 72,359	
Cost of operations	14,027	116	[5A]	21,103	35,246	7,773	(1,479)	[5H] 41,540	-	41,540	
Gross profit	10,369	(116)		12,867	23,120	6,220	1,479	30,819	-	30,819	
Selling, general and administrative expenses	4,936	4	[5A]	13,681	20,963	1,902	(46)	[5H] 24,360	-	24,360	
	-	2,342	[5B]	-	-	-	1,541	[5I] -	-	-	
Transaction Costs	14,167	(14,167)	[5O]	-	-	-	-	-	-	-	
Operating (loss) profit	(8,734)	11,705		(814)	2,157	4,318	(16)	6,459	-	6,459	
Interest expense	(1,644)	(1,697)	[5D]	(5,592)	(9,079)	(134)	(1,214)	[5J] (10,711)	-	(10,711)	
		(146)	[5C]	-	-	-	(154)	[5K] -	-	-	
Loss on extinguishment	(16,395)	-		-	(16,395)	-	-	(16,395)	-	(16,395)	
Other income (expense), net	6	-		11	17	-	-	17	-	17	
Income (loss) before income taxes	(26,767)	9,862		(6,395)	(23,300)	4,184	(1,514)	(20,630)	-	(20,630)	
Income tax (expense) benefit	4,192	(1,065)	[5E]	2,765	5,892	-	(1,707)	[5L] 4,185	-	4,185	
Net income (loss)	<u>\$ (22,575)</u>	<u>\$ 8,797</u>		<u>\$ (3,630)</u>	<u>\$ (17,408)</u>	<u>\$ 4,184</u>	<u>\$ (3,221)</u>	<u>\$ (16,445)</u>	<u>\$ -</u>	<u>\$ (16,445)</u>	
Dividends on redeemable convertible preferred stock	(126)	126	[5F], [5M]	(269)	(269)	-	(175)	[5M] (444)	-	(444)	
Net income (loss) available to common stockholders	<u>\$ (22,701)</u>	<u>\$ 8,923</u>		<u>\$ (3,899)</u>	<u>\$ (17,677)</u>	<u>\$ 4,184</u>	<u>\$ (3,396)</u>	<u>\$ (16,889)</u>	<u>\$ -</u>	<u>\$ (16,889)</u>	
Weighted average shares outstanding											
Basic	7,576	-		28,848	28,848	-	16,000	[5N] 44,848	3,808	[5P] 48,656	
Diluted	7,576	-		28,848	28,848	-	16,000	[5N] 44,848	3,808	[5P] 48,656	
Earnings per share available to common stockholders											
Basic	\$ (3.00)	-		\$ (0.14)	\$ (0.61)	-	-	\$ (0.38)	-	\$ (0.35)	
Diluted	\$ (3.00)	-		\$ (0.14)	\$ (0.61)	-	-	\$ (0.38)	-	\$ (0.35)	

See accompanying notes to unaudited pro forma condensed combined financial information

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Note 1 — Description of the Transaction

For a description of the terms of the Capital Acquisition, the Offer and related documents, see the section entitled “Business of CPH and Certain Information about CPH—Business Overview and History—Recent Developments” in this prospectus.

Note 2 — Basis of the Pro Forma Presentation

The unaudited pro forma condensed combined financial statements are based on CPH and Capital Pumping’s historical consolidated financial statements as adjusted to give effect to the Warrant Exchange, the Capital Acquisition and the Business Combination and any other consideration necessary to finance both business combinations. Prior to the planned Capital Acquisition, CPH and Capital Pumping had differing fiscal year ends, October 31st and December 31st, respectively. The information contained within the unaudited pro forma condensed combined statement of operations and condensed combined balance sheet for Capital Pumping will be presented for the corresponding previous period relative to the period presented for CPH in accordance with SEC Regulation S-X Article 11-02(c).

The unaudited pro forma condensed combined balance sheet as of January 31, 2019 is based on the historical unaudited consolidated balance sheet of CPH as of January 31, 2019 and the combined unaudited condensed balance sheets of the Capital Companies as of March 31, 2019 and has been prepared to reflect the Warrant Exchange, the Business Combination, the Capital Acquisition, the planned debt financing, an additional amount of indebtedness and this offering as if they occurred on January 31, 2019. The unaudited pro forma condensed combined statement of operations for the twelve months ended October 31, 2018 combines the historical results of operations of CPH and the combined historical results of operations for the Capital Companies for the periods described below, giving effect to the Warrant Exchange, the Business Combination, the Capital Acquisition, the planned debt financing, an additional amount of indebtedness and this offering as if they occurred on November 1, 2017. The unaudited pro forma condensed combined statement of operations for the three months ended January 31, 2019 combines the historical results of CPH and the combined historical results of the Capital Companies for the periods described below giving effect to the Warrant Exchange, the Business Combination, the Capital Acquisition, the proposed debt financing and this offering as if they occurred on November 1, 2017.

The Business Combination was and the Capital Acquisition will be accounted for as business combinations under the scope of the FASB ASC 805, Business Combinations (“ASC 805”). The unaudited pro forma condensed combined financial information was prepared using the acquisition method of accounting and was based on the historical financial information of CPH and Capital Pumping. The acquisition method of accounting, based on ASC 805, uses the fair value concepts defined in ASC 820, “Fair Value Measurement.”

CPH is the accounting acquirer for the Capital Acquisition based on the evaluation of the following considerations:

- CPH will pay cash through proceeds from this offering, planned additional debt financing and an additional amount of indebtedness representing the totality of the consideration paid for the Capital Acquisition;
- The existing stockholders of CPH will obtain control over Capital Pumping and the former owners of Capital Pumping will no longer be involved in any capacity.

Under the acquisition method, the acquisition-date fair value of the consideration paid by CPH to effect the Capital Acquisition is allocated to the assets acquired and the liabilities assumed based on their estimated fair values, as described in Note 3 below. Management of Concrete Pumping Holdings, Inc. has made significant estimates and assumptions in determining the preliminary allocation of the consideration transferred in the unaudited pro forma condensed combined financial statements. As the unaudited pro forma condensed combined financial statements have been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented.

Unless indicated otherwise, all amounts presented in the unaudited pro forma condensed combined financial information section are in thousands, except per share information.

Lastly, the significant accounting policies of CPH and Capital Pumping are aligned and are not expected to require any adjustments to be made upon consummation of the Capital Acquisition in order to create the significant accounting policies of the post-consummation entity.

Note 3 — Unaudited Pro Forma Condensed Combined Balance Sheet Adjustments

CPH will acquire Capital Pumping for consideration of approximately \$129.2 million and is subject to adjustment given that the Capital Acquisition has not yet been fully consummated. CPH plans to finance the acquisition with debt financing of \$60.0 million, before original issue discount of \$2.1 million, proceeds from this offering of approximately \$72.0 million, without giving effect to underwriting expenses which will be netted against the aforementioned proceeds from this offering and before any exercise of the underwriters' option to purchase additional shares and an additional amount of indebtedness of approximately \$8.0 million through a draw on the Company's ABL Credit Agreement, assuming no exercise of the underwriters' option to purchase additional shares, the net proceeds of which would be used to reduce the revolver balance. For the purposes of these unaudited pro forma condensed combined financial statements, the Company has assumed that the additional debt financing will be at terms identical to those it received for additional borrowings under its Term Loan Agreement. The unaudited pro forma condensed combined financial information includes various assumptions, including those related to the preliminary purchase price allocation of the assets acquired, specifically, plant, property and equipment of Capital Pumping based on management's best estimates of the expected fair values of plant, property and equipment, identified intangibles and goodwill. The final purchase price allocation may vary based on final appraisals, valuations and analyses of the fair value of the acquired assets and assumed liabilities. Accordingly, the pro forma adjustments are preliminary and have been made solely for illustrative purposes as the Capital Acquisition has not been consummated and further the Company intends to finance the Capital Acquisition with a combination of proceeds from this offering and additional borrowings under its Term Loan Agreement. The Company entered into an Amended and Restated Amendment No. 1 to Term Loan Agreement on May 10, 2019 in order to obtain the aforementioned debt financing. The proposed financing is subject to market conditions and other factors which could cause the terms, structure or nature of such financing to change.

The estimated purchase price and the allocation of the estimated purchase price discussed below are preliminary. An independent third-party valuation firm assisted management in performing a preliminary valuation. The preliminary allocation of the purchase consideration to property and equipment was based on the fair value of such assets determined using an internal valuation process to determine through appraisal the fair value for all such assets.

Goodwill represents the excess fair value of the Capital Acquisition consideration over the fair value of the underlying net assets, largely arising from the workforce and extensive industry expertise that has been established by Capital Pumping.

No portion of the purchase price is contingent on future events occurring or other conditions being met.

The final allocation of the purchase price will be determined at a later date and is dependent on a number of factors, including the determination of the final aggregate consideration paid in connection with the Capital Acquisition as a result of all adjustments set forth in the Interest Purchase Agreement and the final evaluation of Capital Pumping's tangible and identifiable intangible assets acquired and if the Interest Purchase Agreement changes in such a way as to introduce liabilities to be assumed by CPH. Such final adjustments, including increases or decreases to depreciation or amortization resulting from the allocation of purchase price to depreciable property, plant and equipment, deferred taxes and amortizable intangible assets, respectively, may be material. The final allocation is expected to be completed no later than one year from the consummation of the Capital Acquisition, which has yet to occur and is expected to close during the week of May 13, 2019 following the closing of this offering.

The preliminary consideration and allocation of the purchase price to the fair value of CPH's assets acquired and liabilities assumed as if the acquisition date was January 31, 2019 is presented as follows (in thousands):

Calculation of consideration	Rounded (000s)
Additional borrowings on (1) term loan facility, net of original issue discount and (2) revolving credit facility	\$ 65,900
Issuance of common stock in this offering	72,000
Total	137,900
Less: Buyer transaction expense and cash on the balance sheet	(8,700)
Total purchase price	129,200
Recognized amounts of identifiable assets acquired and liabilities assumed	
Other intangible assets	45,000
Property and equipment	56,998
Total net assets acquired	101,998
Goodwill	\$ 27,202

(3A) Represents total cash raised by the Company through the planned and expected debt financing and this offering to facilitate the Capital Acquisition. Total cash consideration raised consists of a planned draw on the Company's existing Term Loan Agreement for \$57.9 million, net of original issue discount of \$2.1 million, a \$72.0 million issuance of common stock and additional indebtedness of approximately \$8.0 million. The additional indebtedness of \$8.0 million will come from a draw on the Company's revolving credit facility, assuming no exercise of the underwriters' option to purchase additional shares, the net proceeds of which would be used to reduce the revolver balance. The proposed offering amount of \$72.0 million represents the issuance of 16.0 million shares at an issuance price of \$4.50.

(3B) Represents the estimated amount of transaction costs to be paid by the Company of \$6.6 million. This amount is comprised of the following \$2.4 million of estimated professional services, \$2.7 million of estimated equity issuance underwriting costs and \$1.5 million of estimated debt financing costs.

(3C) Represents the expected cash purchase price of Capital Pumping. As described in (3A), the Company expects to purchase a 100% controlling interest in Capital Pumping through an equity raise of \$72.0 million of common shares, a draw on the Company's Term Loan Agreement for \$57.9 million, net of original issue discount, additional indebtedness of approximately \$8.0 million from a draw on the Company's revolving credit facility, assuming no exercise of the underwriters' option to purchase additional shares, the net proceeds of which would be used to reduce the revolver balance.

(3D) Represents the write-up of acquired property, plant and equipment by \$17.4 million to their estimated fair value of \$57.0 million. See Note 3 regarding the Capital Acquisition for additional details as to how the Company performed a fair value analysis related to the acquired property, plant and equipment.

(3E) Represents the identification of intangible assets at their estimated fair value of \$45.0 million. The Company identified two intangible assets as a result of the Capital Acquisition, an indefinite-lived trade name with an estimated fair value of \$5.5 million related to Capital Pumping and a finite-lived customer list intangible with an estimated fair value of \$39.5 million. The estimated fair value of the trade name was derived using the relief-from-royalty-method whereas customer relationships were valued using the multi-period excess earnings method. As the trade name has been determined to be an indefinite-lived asset, this asset will not be amortized but rather will be evaluated for impairment, similar to goodwill, in line with the applicable guidance at ASC 350, "Intangibles". The customer list will be amortized in line with the Company's current accounting policy which is to amortize customer lists on an accelerated basis using the free cash flow method. See Note 3 regarding the Capital Transaction for additional details as to how the Company performed a fair value analysis related to the acquired property, plant and equipment.

(3F) Represents the residual goodwill adjustment of approximately \$27.2 million representing the excess of the total purchase consideration over the fair value of the identifiable assets acquired in the Capital Acquisition as described in Note 3.

(3G) The Company has structured the acquisition of Capital Pumping as a synthetic asset purchase, wherein the Company indemnifies itself from any exposure to future liabilities or claims to those liabilities while also not taking possession to a number of the assets of Capital Pumping other than those expressly identified within the Purchase Agreement. The Purchase Agreement is structured such that the Company only acquires the property, plant and equipment of Capital Pumping as well as the rights to the associated tradenames and other intellectual property associated with Capital Pumping. As such, the pro forma has been affected such that only the property, plant and equipment of Capital Pumping is assumed by the Company and thus pro forma adjustments have been made to eliminate the assets and liabilities not acquired or assumed, respectively.

(3H) Represents the issuance of \$60.0 million of debt financing from the existing Term Loan, net of \$1.5 million of debt financing costs and \$2.1 million of original issue discount and reflective of a reclassification of payments of \$3.0 million due within the next 12 months to current liabilities. The Term Loan Agreement signed as part of the Business Combination allows the Company to raise incremental facilities on the Term Loan Agreement in separate tranches with similar terms to the initial term loan. In order to facilitate this incremental borrowing, the Company entered into an Amended and Restated Amendment No. 1 to the Term Loan Agreement on May 10, 2019. The Term Loan Agreement has a seven-year term, will mature in 2025, and is repayable in equal quarterly installments in aggregate annual amounts equal to 5.00% per annum of the original principal amount of the amount outstanding on the Term Loan Agreement, with the balance payable on the maturity date of the Term Loan Agreement.

(3I) Represents \$72.0 million of proceeds from this offering to facilitate the Capital Acquisition. The offering amount represents the issuance of 16.0 million shares at an issuance price of \$4.50 per share. The \$72.0 million of proceeds is expected to be offset by \$2.7 million in underwriting expenses consistent with the treatment of such fees under ASC 505, Equity.

(3J) Represents the elimination of Capital Pumping's equity balances as a result of the Capital Acquisition.

(3K) Represents the difference in fair value between the common stock issued and the warrants exchanged as part of the Warrant Exchange as if the transaction had occurred on January 31, 2019. On April 26, 2019, the exchange offer expired resulting in the exchange of 9,982,123 public warrants and 11,100,000 private placement warrants for 2,101,213 and 1,707,175 shares of common stock, respectively. As part of the expiration of the exchange offer period, management has determined that the fair value of the Company's common stock on April 26, 2019 is greater than the fair value of the warrants exchanged as of the aforementioned date and thus an incentive is considered to be present in addition to the exchange of shares. As such, a pro forma adjustment for the difference in fair value between the warrants and common shares has been recorded between Retained Earnings and Additional Paid-In Capital consistent with the treatment of this fair value difference as a non-cash dividend. The Company's outstanding warrants are currently traded in the over-the-counter market under the ticker "BBCPW." The closing price of the warrants as of April 26, 2019 has been used to reflect the fair value of the warrants immediately before the exchange.

(3L) Represents an additional amount of indebtedness of \$8.0 million obtained from an expected draw on the Company's revolving credit facility. There are no issuance costs for draws made by the Company on its revolving credit facility. The underwriters have been granted an option to purchase up to an additional 2.4 million shares of common stock at the public offering price, less underwriting discounts, within 30 days of the date of this prospectus. If the underwriters were to exercise their option to purchase additional shares, within the aforementioned time frame, the Company would expect to receive an additional \$10.8 million of cash, before the effects of underwriting discounts. The Company would utilize any proceeds from the exercise of the option to purchase additional shares to reduce the balance under the revolving credit facility commensurately.

Note 4 — Unaudited Pro Forma Condensed Combined Statement of Operations Adjustments

The pro forma adjustments included in the unaudited pro forma condensed combined statement of operations for the twelve months ended October 31, 2018 are as follows:

(4A) Represents the incremental adjustment to record pro forma depreciation expense on the portion of the purchase price allocated to property, plant and equipment for the twelve months ended October 31, 2018 attributable to the Business Combination. Depreciation expense for property and equipment was preliminarily estimated based on a straight line methodology, using original useful lives ranging from 3 to 15 years and taking into consideration the fixed assets' reported ages. The vast majority of property, plant and equipment is attributable to machinery.

(4B) Represents the incremental adjustment to record pro forma amortization expense on an accelerated basis using the free cash flow method on the portion of the purchase price allocated to identifiable intangible assets, such as trademarks and customer relationships, for the twelve months ended October 31, 2018 attributable to the Business Combination. The estimated remaining useful lives of the identified intangibles were determined based on the projected economic benefits associated with each of the identified intangible assets and was determined to be a 15-year preliminary estimated useful life for customer relationships. The following table summarizes the amortization of the identified intangible assets:

	<u>Amortization</u>
(in Millions)	
Year 1	\$ 28,756
Year 2	25,940
Year 3	20,973
Year 4	16,866
Year 5	13,370
Thereafter	62,794
Total	<u>\$ 168,699</u>

(4C) Represents the amortization expense of the new debt facilities financing costs of the Company in connection with the Business Combination. Debt facilities financing costs are amortized using the effective interest method. As part of the Business Combination, a Term Loan in the amount of \$357.0 million was issued. The new term loan has a seven year term and will expire in December 2025. Commencing on the last day of the first full fiscal quarter ended after the closing date of the facility, the new Term Loan shall be repayable in equal quarterly installments in aggregate annual amounts equal to 5.00% per annum of the original principal amount of the new Term Loans, with the balance payable on the maturity date of the new Term Loan. In conjunction with the issuance of the Term Loan, \$19.2 million of deferred financing costs were incurred.

(4D) Represents the net increase to interest expense to a total interest expense of \$32.1 million for the twelve months ended October 31, 2018 resulting from interest on the Term Loan Agreement to finance the Business Combination. The interest rate associated with the Term Loan Agreement is LIBOR plus 6.0%. As interest rates in future periods could vary from those depicted in the transaction, it was determined that a 1/8% variance in interest rates would result in a \$0.4 million difference in interest expense. Please see (4C) for additional detail regarding the Term Loan issuance.

(4E) Represents the income tax effect of the pro forma adjustments related to the Business Combination calculated using the statutory U.K. tax rate of 19% and the blended U.S. statutory tax rate of the subsidiaries impacted by the adjustments. The blended U.S. subsidiary rates range from 23.9% to 24.7% for the year ended October 31, 2018. The income tax effects of the Tax Cuts and Jobs Act (TCJA), which was enacted in the United States on December 22, 2017, are presented as recorded by the separate companies and have not been re-determined on a combined basis.

(4F) Represents the reversal of dividends on redeemable convertible preferred stock and undistributed earnings allocated to preferred shares as these amounts are related to the capital structure of Legacy CPH before the Business Combination, specifically the preferred shares issued by Legacy CPH previously.

(4G) Represents the elimination of nonrecurring transaction costs incurred during the twelve-month period ended October 31, 2018 of \$6.5 million that are directly related to the Business Combination.

(4H) Represents the adjustment to pro forma depreciation expense on the portion of the purchase price allocated to property, plant and equipment for the twelve months ended October 31, 2018 attributable to the Capital Acquisition. Depreciation expense for property and equipment was preliminarily estimated based on a straight line methodology, using original useful lives ranging from 3 to 20 years and taking into consideration the fixed assets' reported ages. The vast majority of property, plant and equipment is attributable to machinery, specifically concrete pumping assets which have useful lives ranging from 12 – 20 years.

(4I) Represents the incremental adjustment to record pro forma amortization expense on an accelerated basis using the free cash flow method on the portion of the purchase price allocated to identifiable intangible assets such as tradenames and customer relationships, for the twelve months ended October 31, 2018 attributable to the Capital Acquisition. The estimated remaining useful lives of the identified intangibles were determined based on the projected economic benefits associated with each of the identified intangible assets and was determined to be a 15-year preliminary estimated useful life for customer relationships. Tradenames have been assigned an indefinite useful life and as such are not amortized and thus no amortization expense attributable to tradenames is included in this pro forma adjustment. The following table summarizes the amortization of the identified intangible assets:

(in Millions)	<u>Amortization</u>	
Year 1	\$	6,166
Year 2		8,315
Year 3		6,061
Year 4		4,504
Year 5		3,335
Thereafter		11,119
Total	\$	<u>39,500</u>

(4J) Represents the net increase to interest expense for the twelve months ended October 31, 2018 resulting from total interest on all amounts outstanding on the Term Loan Agreement, including the additional \$60.0 million in debt financing to finance the Capital Acquisition. The interest rate associated with the Term Loan Agreement is LIBOR plus 6.0%. As interest rates in future periods could vary from those depicted in the transaction, it was determined that a 1/8% variance in interest rates would result in an immaterial difference in interest expense. Additionally, a pro forma adjustment for the reversal of \$0.6 million of interest expense on indebtedness incurred by Capital Pumping has been made as that indebtedness will not be assumed by CPH as part of the Capital Acquisition.

(4K) Represents the amortization expense of the new debt facilities financing costs and original issue discount in connection with the Capital Acquisition. Amortization expense was determined using the effective interest method.

(4L) Represents the income tax effect of the pro forma adjustments related to the Capital Acquisition calculated using the blended U.S. statutory tax rate of 24.9% for the year ended October 31, 2018.

(4M) The Company issued 2.5 million shares of Series A Zero-Dividend Convertible Perpetual Preferred Stock (the "Series A Preferred Stock") for \$25.0 million concurrently with the Business Combination. The Series A Preferred Stock will not pay dividends and will be convertible into shares of the Company common stock at a 1:1 ratio (subject to customary adjustments) at any time following six months after the Closing. The Company will have the right to elect to redeem all or a portion of the Series A Preferred Stock at its election after four years for cash at a redemption price equal to the amount of the principal investment plus an additional cumulative amount that will accrue at an annual rate of 7.0% thereon.

(4N) As the Business Combination and Capital Acquisition are being reflected as if they had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted net income per share assumes that the shares issuable relating to the Business Combination and Capital Acquisition have been outstanding for the entire period presented. Certain of the Company's directors and officers and significant stockholders, and certain other investors identified by them, have agreed to purchase an aggregate of 4.0 million shares of common stock from the underwriters in this offering and are contained within "Common shares issued in this offering" below.

The following presents the calculation of basic and diluted weighted average common shares outstanding.

	<u>Year Ended October 31, 2018</u>
Weighted average shares calculation, basic	
Weighted average public shares outstanding	662,678
Argand Partners, LP rights converted to shares	5,750,000
CPH Management (rollover)	2,942,048
BBCP Investors, LLC (rollover)	11,005,275
Shares issued to PIPE investors	1,906,318
Argand Partners, LP shares issued in Business Combination	6,581,388
Common shares issued in this offering	16,000,000
Weighted average shares outstanding	<u>44,847,707</u>

	<u>Year Ended October 31, 2018</u>
Weighted average shares calculation, diluted	
Weighted average public shares outstanding	662,678
Argand Partners, LP rights converted to shares	5,750,000
CPH Management (rollover)	2,942,048
BBCP Investors, LLC (rollover)	11,005,275
Shares issued to PIPE investors	1,906,318
Argand Partners, LP shares issued in Business Combination	6,581,388
Common shares issued in this offering	16,000,000
Incentive stock options	2,367,334
Weighted average shares outstanding	<u>47,215,041</u>

(4O) As the Warrant Exchange is reflected as if it had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted net income per share assumes that the shares issuable relating to the Warrant Exchange have been outstanding for the entire period presented. On April 1, 2019, the Company offered the holders of a total of 34.1 million warrants, representing 23.0 million public warrants and 11.1 million private placement warrants outstanding as of the aforementioned date the opportunity to exchange such warrants and receive 0.2105 shares of common stock in exchange for each outstanding public warrant tendered and 0.1538 shares of common stock in exchange for each outstanding private placement warrant tendered. The Warrant Exchange expired April 26, 2019, resulting in the exchange of 9,982,123 public warrants and 11,100,000 private placement warrants for 2,101,213 and 1,707,175 shares of common stock, respectively. Certain of the Company's directors and officers and significant stockholders, and certain other investors identified by them, have agreed to purchase an aggregate of 4.0 million shares of common stock from the underwriters in this offering and are contained within "Common shares issued in this offering" below.

The following presents the calculation of basic and diluted weighted average common shares outstanding.

	Year Ended October 31, 2018
Weighted average shares calculation, basic	
Weighted average public shares outstanding	662,678
Argand Partners, LP rights converted to shares	5,750,000
CPH Management (rollover)	2,942,048
BBCP Investors, LLC (rollover)	11,005,275
Shares issued to PIPE investors	1,906,318
Argand Partners, LP shares issued in Business Combination	6,581,388
Common shares issued in this offering	16,000,000
Warrants converted to common shares	3,808,388
Weighted average shares outstanding	<u>48,656,095</u>
Weighted average shares calculation, diluted	
Weighted average public shares outstanding	662,678
Argand Partners, LP rights converted to shares	5,750,000
CPH Management (rollover)	2,942,048
BBCP Investors, LLC (rollover)	11,005,275
Shares issued to PIPE investors	1,906,318
Argand Partners, LP shares issued in Business Combination	6,581,388
Common shares issued in this offering	16,000,000
Incentive stock options	2,367,334
Warrants converted to common shares	3,808,388
Weighted average shares outstanding	<u>51,023,429</u>

(4P) Represents the net increase to interest expense for the twelve months ended October 31, 2018 expected from an amount of additional indebtedness of approximately \$8.0 million to be obtained from a draw on the Company's revolving credit facility, as described at (3L), at an interest rate of 6.5%. As interest rates in future periods could vary from those depicted in the transaction, it was determined that a 1/8% variance in interest rates would result in an immaterial difference in interest expense. Per the terms of the revolving credit facility there will not be any issuance costs associated with the draw on the revolving credit facility.

Note 5 — Unaudited Pro Forma Condensed Combined Statement of Operations Adjustments

The pro forma adjustments included in the unaudited pro forma condensed combined statement of operations for the three months ended January 31, 2019 are as follows:

(5A) Represents the incremental adjustment to record pro forma depreciation expense on the portion of the purchase price allocated to property, plant and equipment for the three months ended January 31, 2019 attributable to the Business Combination. Depreciation expense for property and equipment was preliminarily estimated based on a straight line methodology, using original useful lives ranging from 3 to 15 years and taking into consideration the fixed assets' reported ages. The vast majority of property, plant and equipment is attributable to machinery.

(5B) Represents the incremental adjustment to record pro forma amortization expense on an accelerated basis using the free cash flow method on the portion of the purchase price allocated to identifiable intangible assets such as trademarks and customer relationships, for the three months ended January 31, 2019 attributable to the Business Combination. The estimated remaining useful lives of the identified intangibles were determined based on the projected economic benefits associated with each of the identified intangible assets and was determined to be a 15-year preliminary estimated useful life for trademarks and customer relationships. Please see (4B) for a table that summarizes the amortization of the identified intangible assets discussed herein.

(5C) Represents the amortization expense of the new debt facilities financing costs of CPH in connection with the Business Combination. Amortization expense was determined using the effective interest method.

(5D) Represents the net increase to interest expense to a total interest expense of \$8.9 million for the three months ended January 31, 2019 resulting from interest on the Term Loan Agreement to finance the Business Combination. The interest rate associated with the Term Loan Agreement is LIBOR plus 6.0%. As interest rates in future periods could vary from those depicted in the transaction, it was determined that a 1/8% variance in interest rates would result in a \$0.1 million difference in interest expense.

(5E) Represents the income tax effect of the pro forma adjustments related to the Business Combination calculated using the statutory U.K. tax of 19% and the blended U.S. statutory tax rate of the subsidiaries impacted by the adjustments. The blended U.S. subsidiary rates range from 23.9% to 24.8% for the period ended December 5, 2018.

(5F) To record the reversal of cumulative dividends and undistributed earnings allocated to Preferred Stock for the purpose of determining income (loss) attributable to common stockholders. This adjustment is to remove the equity structure of Legacy CPH presented in the Predecessor period in order to affect the Pro Forma for the new capital structure of CPH after the Business Combination.

(5H) Represents the adjustment to record pro forma depreciation expense on the portion of the purchase price allocated to property, plant and equipment for the three months ended January 31, 2019 attributable to the Capital Acquisition. Depreciation expense for property and equipment was preliminarily estimated based on a straight line methodology, using original useful lives ranging from 3 to 20 years and taking into consideration the fixed assets' reported ages. The vast majority of property, plant and equipment is attributable to machinery, specifically concrete pumping assets.

(5I) Represents the incremental adjustment to record pro forma amortization expense on an accelerated basis using the free cash flow method on the portion of the purchase price allocated to identifiable intangible assets, such as tradenames and customer relationships, for the three months ended January 31, 2019. The estimated remaining useful lives of the identified intangibles were determined based on the projected economic benefits associated with each of the identified intangible assets and was determined to be a 15-year preliminary estimated useful life for customer relationships. Tradenames have been assigned an indefinite useful life and as such are not amortized and thus no amortization expense attributable to tradenames is included in this pro forma adjustment. Please see (4I) for a table that summarizes the amortization of the identified intangible assets discussed herein.

(5J) Represents the net increase to interest expense for the three months ended January 31, 2019 resulting from interest on the Term Loan Agreement and associated addendum used to finance the Business Combination and the Capital Acquisition. The interest rate associated with the Term Loan Agreement is LIBOR plus 6.0%. As interest rates in future periods could vary from those depicted in the transaction, it was determined that a 1/8% variance in interest rates would result in an immaterial difference in interest expense. Additionally, a pro forma adjustment for the reversal of \$0.1 million of interest expense on indebtedness incurred by Capital Pumping has been made as that indebtedness will not be assumed by CPH as part of the Capital Acquisition.

(5K) Represents the amortization expense of the new debt facilities financing costs and original issue discount for the additional borrowings on the Term Loan in connection with the Capital Acquisition. Amortization expense was determined using the effective interest method.

(5L) Represents the income tax effect of the pro forma adjustments related to the Capital Acquisition calculated by applying the pro forma U.S. statutory tax rate of 33.5% for the year ended October 31, 2019 to the pro forma successor period net income before tax. The effective tax rate of the combined company could be significantly different depending on the mix of post-acquisition income and other activities.

(5M) To record cumulative dividends on the redeemable convertible preferred stock for the purpose of determining income (loss) attributable to common stockholders.

(5N) As the Business Combination and Capital Acquisition are being reflected as if they had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted net income (loss) per share assumes that the shares issuable relating to the Business Combination and Capital Acquisition have been outstanding for the entire period presented. Certain of the Company's directors and officers and significant stockholders, and certain other investors identified by them, have agreed to purchase an aggregate of 4.0 million shares of common stock from the underwriters in this offering and are contained within "Common shares issued in this offering" below.

The following presents the calculation of basic and diluted weighted average common shares outstanding.

	Three Months Ended January 31, 2019
Weighted average shares calculation, basic and diluted	
Weighted average public shares outstanding	662,678
Argand Partners, LP rights converted to shares	5,750,000
CPH Management (rollover)	2,942,048
BBCP Investors, LLC (rollover)	11,005,275
Shares issued to PIPE investors	1,906,318
Argand Partners, LP shares issued in Business Combination	6,581,388
Common shares issued in this offering	16,000,000
Weighted average shares outstanding	44,847,707

(5O) Represents the elimination of nonrecurring transaction costs incurred during the three-month period ended January 31, 2019 of \$14.2 million that are directly related to the Business Combination.

(5P) As the Warrant Exchange is reflected as if it had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted net income per share assumes that the shares issuable relating to the Warrant Exchange have been outstanding for the entire period presented. On April 1, 2019, the Company offered the holders of a total of 34.1 million warrants, representing 23.0 million public warrants and 11.1 million private placement warrants outstanding as of the aforementioned date the opportunity to exchange such warrants and receive 0.2105 shares of common stock in exchange for each outstanding public warrant tendered and 0.1538 shares of common stock in exchange for each outstanding private placement warrant tendered. The Warrant Exchange expired April 26, 2019, resulting in the exchange of 9,982,123 public warrants and 11,100,000 private placement warrants for 2,101,213 and 1,707,175 shares of common stock, respectively. Certain of the Company's directors and officers and significant stockholders, and certain other investors identified by them, have agreed to purchase an aggregate of 4.0 million shares of common stock from the underwriters in this offering and are contained within "Common shares issued in this offering" below.

The following presents the calculation of basic and diluted weighted average common shares outstanding.

	<u>Three Months Ended January 31, 2019</u>
Weighted average shares calculation, basic and diluted	
Weighted average public shares outstanding	662,678
Argand Partners, LP rights converted to shares	5,750,000
CPH Management (rollover)	2,942,048
BBCP Investors, LLC (rollover)	11,005,275
Shares issued to PIPE investors	1,906,318
Argand Partners, LP shares issued in Business Combination	6,581,388
Common shares issued in this offering	16,000,000
Warrants converted to common shares	3,808,388
Weighted average shares outstanding	<u>48,656,095</u>

(5Q) Represents the net increase to interest expense for the three months ended January 31, 2019 expected from an amount of additional indebtedness of approximately \$8.0 million to be obtained from a draw on the Company's revolving credit facility, as described at (3L), at an interest rate of 6.5%. As interest rates in future periods could vary from those depicted in the transaction, it was determined that a 1/8% variance in interest rates would result in an immaterial difference in interest expense. Per the terms of the revolving credit facility there will not be any issuance costs associated with the draw on the revolving credit facility.

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS OF THE CAPITAL COMPANIES**

Overview

Capital Pumping was founded in 1971 initially as Capital Rentals Inc. In 2002, A. Crawford purchased the assets of Capital Rentals Inc. from the Faulkner Group and continued the business as Capital Pumping. Subsequently, Capital Pumping also acquired the assets of Viking Concrete Pumping in Austin, Texas. Collectively, these companies operate as Capital Pumping.

Capital Pumping is a leading provider of concrete pumping services to the residential and commercial construction sectors in Texas. Capital Pumping operates what we believe is the youngest fleet of scale in the industry, consisting of over 130 boom pumps and 10 pieces of additional specialized equipment. Concrete pumping services are delivered from 12 locations throughout West, Central and South Texas.

The discussion below reflects commentary on the combined historical results of Capital Pumping, LP and MC Services, LLC. Financial statements for Capital Pumping, LP and MC Services, LLC are contained elsewhere within this prospectus.

Results of Operation*Fiscal Year Ended December 31, 2018 compared to Fiscal Year Ended December 31, 2017*

Total Revenue was \$49.5 million in 2018, an increase of 7.8% when compared to Total Revenue of \$45.9 million in the same period last year. This increase was primarily due to increased activity in both residential and commercial construction in central Texas and, in some instances, increased pricing.

Gross Profit margin was 41.4% in 2018, an increase of 50 basis points when compared to Gross Profit margin of 40.9% in 2017.

Operating Income increased by 19.6%, or \$2.4 million, from \$12.4 million in 2017 to \$14.8 million in 2018. Included in general and administrative expenses are gains on disposal of property and equipment, which increased 55.0% year-over-year from \$2.0 million in 2017 to \$3.1 million in 2018.

Net Income increased by 21.4% to \$14.2 million in 2018, an increase of \$2.5 million when compared to Net Income of \$11.7 million in 2017. This increase was a result of higher gain on sale of assets and enhanced operational efficiencies.

Fiscal Quarter Ended March 31, 2019 compared to Fiscal Quarter Ended March 31, 2018

Total Revenue was \$14.0 million in the first quarter of 2019, an increase of 14.7% when compared to Total Revenue of \$12.2 million in the same period last year. This increase was primarily due to increased activity in both residential and commercial construction in central Texas and, in some instances, increased pricing.

Gross Profit margin was 44.4% in the first quarter of 2019, an increase of 340 basis points when compared to Gross Profit margin of 41.1% in the same period in 2018.

Operating Income increased by 21.6%, or \$0.8 million, from \$3.6 million in the first quarter of 2018 to \$4.3 million in the same period for this year. Included in general and administrative expenses are gains on disposal of property and equipment, which decreased from \$0.8 million in the first quarter of 2018 to \$0.3 million during the same period in 2019.

Net Income increased by 22.5% to \$4.2 million during the first quarter of 2019, an increase of \$0.8 million when compared to Net Income of \$3.4 million during the same period last year.

Liquidity and Capital Resources

Total Debt as of March 31, 2019 decreased by 13.0% to \$15.4 million, a decrease of \$2.3 million when compared to Total Debt of \$17.7 million as of December 31, 2018.

The Capital Companies' cash position was \$6.7 million at the end the first quarter of 2019, an increase of \$0.9 million when compared to its cash position of \$5.8 million as of December 31, 2018.

Non-GAAP Financial Measures

Adjusted EBITDA is a financial measure that is not calculated in accordance with Generally Accepted Accounting Principles in the United States ("GAAP"). The Company believes that this non-GAAP financial measure provides useful information to management and investors regarding certain financial and business trends relating to the Company's and Capital Pumping's financial condition and results of operations and is an additional tool for investors to use in evaluating ongoing operating results and in comparing financial results with competitors who also present similar non-GAAP financial measures. Management also uses this non-GAAP financial measure to compare performance to that of prior periods for trend analyses, determining incentive compensation and for budgeting and planning purposes. Adjusted EBITDA is also used in quarterly financial reports prepared for the Company's board of directors.

Adjusted EBITDA is defined as net income calculated in accordance with GAAP plus interest expense, income taxes, depreciation, amortization, transaction expenses, other adjustments, management fees and other expenses. Current and prospective investors should review the Company's and the Capital Companies' audited financial statements included elsewhere in this prospectus and not rely on any single financial measure to evaluate the Capital Companies' business. Other companies may calculate Adjusted EBITDA differently and therefore this measure may not be directly comparable to similarly titled measures of other companies. The following is a reconciliation of the Capital Companies' combined net income to Adjusted EBITDA for the first quarter of 2018, the first quarter of 2019, fiscal year 2018 and the twelve months ended March 31, 2019:

(\$000s)	Three Months Ended		Fiscal Year	Twelve
	March 31,			Months
	2018	2019	2018	Ended
				March 31, 2019
Net Income	\$ 3,415	\$ 4,184	\$ 14,247	\$ 15,016
Interest Expense	142	147	628	633
Interest Income	(7)	(13)	(39)	(45)
Miscellaneous Income	-	-	(27)	(27)
D&A	2,558	2,887	10,943	11,272
Reported EBITDA	\$ 6,108	\$ 7,205	\$ 25,752	\$ 26,848
Adjustment for Normalized Level of Gain on Sale	(701)	(102)	(2,794)	(2,195)
Normalized Repairs and Maintenance	(61)	(81)	(265)	(285)
Bad Debt Expense Reversal	-	-	(77)	(77)
Owner Compensation	23	23	68	68
Accounting Fees	(6)	(16)	(63)	(73)
Other Adjustments	203	(55)	162	(95)
Adjusted EBITDA	\$ 5,566	\$ 6,974	\$ 22,783	\$ 24,190



Concrete Pumping Holdings Closes Acquisition of Capital Pumping

– Acquisition Bolsters CPH’s Position as Leading Concrete Pumping Provider in North America, Strengthens Presence in Highly Attractive Texas Region –

DENVER, CO – May 15, 2019 – Concrete Pumping Holdings, Inc. (Nasdaq: BBCP) (“CPH” or the “Company”), a leading provider of concrete pumping services and concrete waste management services in the U.S. and U.K., today announced the closing of the acquisition of Capital Pumping, LP and its affiliates (“Capital Pumping”).

Capital Pumping, founded in 1971, is a leading provider of concrete pumping services in the Texas commercial and residential construction sectors. It operates the youngest fleet of scale in the industry with 144 pieces of equipment and a weighted average asset life of 2.9 years across boom pumps, trailer pumps and placing booms.

“The closing of this acquisition is a transformational milestone as we welcome such a well-run and highly respected business into the CPH family,” said CPH’s CEO Bruce Young. “Capital Pumping will add complementary assets and operations, as well as expand our footprint and reach in the important, high-growth Texas region. The Capital Pumping team shares our core values of high-quality customer service, comprehensive employee training and jobsite safety.”

For the twelve months ended March 31, 2019, Capital Pumping’s revenue increased 4% to \$51.3 million compared to \$49.5 million in fiscal year 2018. Net income for the twelve months ended March 31, 2019 increased 6% to \$15.0 million compared to \$14.2 million in fiscal year 2018. Adjusted EBITDA¹ for the twelve months ended March 31, 2019 increased 6% to \$24.2 million compared to \$22.8 million in fiscal year 2018, and Adjusted EBITDA¹ margin was 47% compared to 46% in fiscal year 2018. Based on Capital Pumping’s Adjusted EBITDA¹ for the twelve months ended March 31, 2019, the purchase price values Capital Pumping at an Adjusted EBITDA¹ multiple of 5.3x before synergies.

Young concluded, “I am excited for the growth and profitability opportunities ahead for our combined company. Capital Pumping’s strong margin profile, along with approximately \$4.9 million in expected Adjusted EBITDA synergies, are anticipated to be highly accretive to our combined Adjusted EBITDA levels. This transaction is a significant step in our growth strategy and provides us the ability to de-lever our balance sheet and reduce our leverage ratio, which I believe uniquely positions us to maintain our industry-leading scale and drive long-term shareholder value.”

The all-cash transaction was financed with a combination of \$78.2 million of net proceeds from the recent public offering of 18,098,166 million shares of common stock at \$4.50 per share (including \$9.0 million of net proceeds received pursuant to the exercise of the underwriters’ option to purchase additional shares) and \$60.0 million of incremental term loans under the Company’s term loan B facility. The common stock offering generated gross proceeds of \$81.4 million.

In connection with the closing of CPH’s follow-on public offering of its common stock, certain of the Company’s directors, officers and significant stockholders, and certain other related investors purchased an aggregate of 3,980,166 shares of its common stock from the underwriters at the public offering price of \$4.50, representing approximately 25% of the total shares issued (without giving effect to the underwriters’ option to purchase additional shares).

¹ Adjusted EBITDA is a financial measure that is not calculated in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”). See “Non-GAAP Financial Measures” below for a discussion of Adjusted EBITDA and a reconciliation to net income.



On May 13, 2019, the underwriters of the follow-on offering exercised their option to purchase an additional 2,098,166 shares of CPH's common stock at the public offering price of \$4.50, for gross proceeds of \$9.4 million.

Tariq Osman, vice chairman of CPH, commented, "The completion of the Capital Pumping acquisition brings a strong, profitable brand onto the CPH platform and provides us the ability to generate attractive returns as we seek to capitalize on driving expense synergies, cross-selling our Eco-Pan offering, and maximizing utilization rates across a broader asset base. Additionally, the closing of our follow-on offering provides added float and increased liquidity for our common stock, and it decreased the total amount of leverage necessary to close the Capital Pumping acquisition. I am confident that these transactions will allow us to further execute on our growth strategy and drive long-term value for our shareholders."

About Concrete Pumping Holdings, Inc.

CPH is the leading provider of concrete pumping services and concrete waste management services in the U.S. and the U.K., operating under the only established, national brands in both regions (Brundage-Bone and Camfaud, respectively). The Company's large fleet of specialized pumping equipment and trained operators position it to deliver concrete placement solutions that facilitate substantial labor cost savings to customers, shorten concrete placement times, enhance worksite safety and improve construction quality. CPH is also the leading provider of concrete waste management services in the U.S., operating under the only established, national brand – Eco-Pan. Highly complementary to its core concrete pumping service, Eco-Pan provides a full-service, cost-effective, regulatory-compliant solution to manage environmental issues caused by concrete washout. As of January 31, 2019, CPH provides concrete pumping services in the U.S. from a footprint of 80 locations across 22 states, concrete pumping services in the U.K. from 28 locations, and route-based concrete waste management services from 14 locations in the U.S. For more information, please visit CPH's brand websites at www.brundagebone.com, www.camfaud.co.uk, or www.eco-pan.com.

About Capital Pumping, LP

Capital Pumping, LP is a leading provider of concrete pumping services in Texas. Founded in and family-owned since 1971, Capital Pumping provides highly trained pump operators, experienced mechanics and specialized equipment to provide high quality service to its customers. For more information, please visit www.capitalpumping.com.



Forward-Looking Statements

This press release includes “forward-looking statements” within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. The Company’s actual results may differ from their expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as “expect,” “estimate,” “project,” “budget,” “forecast,” “anticipate,” “intend,” “plan,” “may,” “will,” “could,” “should,” “believes,” “predicts,” “potential,” “continue,” and similar expressions are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, the Company’s expectations with respect to future performance, the performance of Capital Pumping and the expected benefits from the Capital Pumping acquisition. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside the Company’s control and are difficult to predict. Factors that may cause such differences include, but are not limited to: the outcome of any legal proceedings that may be instituted against the Company or its subsidiaries; the ability to recognize the anticipated benefits of the Capital Pumping acquisition, which may be affected by, among other things, competition, the ability of the Company to grow and manage growth profitably and retain its key employees; changes in applicable laws or regulations; the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors; and other risks and uncertainties indicated from time to time in the Company’s filings with the Securities and Exchange Commission. The Company cautions that the foregoing list of factors is not exclusive. The Company cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. The Company does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in its expectations or any change in events, conditions or circumstances on which any such statement is based.

Non-GAAP Financial Measures

Adjusted EBITDA is a financial measure that is not calculated in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”). The Company believes that this non-GAAP financial measure provides useful information to management and investors regarding certain financial and business trends relating to the Company’s and Capital Pumping’s financial condition and results of operations and is an additional tool for investors to use in evaluating ongoing operating results and in comparing financial results with competitors who also present similar non-GAAP financial measures. Management also uses this non-GAAP financial measure to compare performance to that of prior periods for trend analyses, determining incentive compensation and for budgeting and planning purposes. Adjusted EBITDA is also used in quarterly financial reports prepared for the Company’s board of directors.

Adjusted EBITDA is defined as net income calculated in accordance with GAAP plus interest expense, income taxes, depreciation, amortization, transaction expenses, other adjustments, management fees and other expenses.

Current and prospective investors should review the Company’s and Capital Pumping’s audited financial statements, which are filed with the U.S. Securities and Exchange Commission, and not rely on any single financial measure to evaluate the Company’s business. Other companies may calculate Adjusted EBITDA differently and therefore this measure may not be directly comparable to similarly titled measures of other companies.

Investor Contact:

Gateway Investor Relations
Cody Slach or Jared Filippone, CFA
1-949-574-3860
BBCP@gatewayir.com



The following is a reconciliation of Capital Pumping's net income to Adjusted EBITDA for fiscal year 2018 and the twelve months ended March 31, 2019:

(\$000s)	<u>Fiscal Year 2018</u>	<u>Twelve Months Ended March 31, 2019</u>
Net Income	\$ 14,247	\$ 15,016
Interest Expense	628	633
Interest Income	(39)	(45)
Misc Income	(27)	(27)
D&A	10,943	11,272
Reported EBITDA	\$ 25,752	\$ 26,848
Adjustment for Normalized Level of Gain on Sale	(2,794)	(2,195)
Normalized Repairs and Maintenance	(265)	(285)
Bad Debt Expense Reversal	(77)	(77)
Owner Compensation	68	68
Accounting Fees	(63)	(73)
Other Adjustments	162	(95)
Adjusted EBITDA	\$ 22,783	\$ 24,190



Investor Presentation

May 2019

Disclaimer

Forward-Looking Statements

This investor presentation ("Investor Presentation") includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. The actual results of Concrete Pumping Holdings Inc. (the "Company" or "CPH") may differ from the Company's expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believes," "predicts," "potential," "continue," and similar expressions are intended to identify such forward-looking statements. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside the Company's control and are difficult to predict. Factors that may cause such differences include, but are not limited to the outcome of any legal proceedings that may be instituted against the Company, the ability to recognize the anticipated benefits of the Capital Pumping, LP ("Capital") acquisition, which may be affected by, among other things, competition, the ability of the Company to grow and manage growth profitably and retain its key employees, costs related to the Capital acquisition, changes in applicable laws or regulations, the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors, and other risks and uncertainties described in the Company's filings with the Securities and Exchange Commission. The Company cautions that the foregoing list of factors is not exclusive. The Company cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. The Company does not undertake or accept any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in its expectations or any change in events, conditions or circumstances on which any such statement is based.

Industry and Market Data

In this Investor Presentation, we rely on and refer to information and statistics regarding market participants in the sectors in which the Company competes and other industry data. We obtained this information and statistics from third-party sources, including reports by market research firms, and company filings.

Historical and Projected Financial Information

Annual financial information of the Company is based on its fiscal year end of October 31. Annual financial information of Capital is based on Capital's fiscal year end of December 31. This Investor Presentation contains financial forecasts, which were prepared in good faith by the Company on a basis believed to be reasonable. Such financial forecasts have not been prepared in conformity with generally accepted accounting principles ("GAAP"). Neither the Company's nor Capital's independent auditors have audited, reviewed, compiled or performed any procedures with respect to the projections for the purpose of their inclusion in this Investor Presentation, and accordingly, they have not expressed an opinion nor provided any other form of assurance with respect thereto for the purpose of this Investor Presentation. These projections are for illustrative purposes only and should not be relied upon as being necessarily indicative of future results. Certain of the above-mentioned projected information has been provided for purposes of providing comparisons with historical data. The assumptions and estimates underlying the prospective financial information are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the prospective financial information. Projections are inherently uncertain due to a number of factors outside of the Company's control. Accordingly, there can be no assurance that the prospective results are indicative of future performance of the Company or that actual results will not differ materially from those presented in the prospective financial information. Inclusion of the prospective financial information in this Investor Presentation should not be regarded as a representation by any person that the results contained in the prospective financial information will be achieved.

Non-GAAP Financial Measures

This Investor Presentation includes non-GAAP financial measures, including but not limited to Adjusted EBITDA of the Company and Capital. The Company defines Adjusted EBITDA as net income (loss) plus interest expense, income taxes, depreciation and amortization, as further adjusted to eliminate the impact of other non-cash or non-core operating expenses. These measures should not be used as substitutes for their most comparable measures calculated in accordance with GAAP. See the reconciliations of Non-GAAP measures on Slides 37-39. The Company believes that this non-GAAP measure provides useful information to management and investors regarding certain financial and business trends relating to the Company's and Capital's financial condition and results of operations. The Company's and Capital's management uses Adjusted EBITDA to compare performance to that of prior periods for trend analyses and for budgeting and planning purposes. You should not rely on any single financial measure to evaluate Capital's business. Other companies may calculate Adjusted EBITDA differently, and therefore it may not be directly comparable to similarly titled measures of other companies.

A reconciliation of non-GAAP forward looking information to their corresponding GAAP measures for the Company has not been provided due to the lack of predictability regarding the various reconciling items such as provision for income taxes and depreciation and amortization, which are expected to have a material impact on these measures and cannot be reasonably predicted without unreasonable efforts.



**BRUNDAGE-
BONE** CONCRETE
PUMPING



Camfaud



Concrete Pumping Holdings, Inc.

Business Overview

CPH Business Overview

Company Overview

- Leading concrete pumping provider in both the U.S. (Brundage-Bone) and U.K. (Camfaud)
 - On May 15, 2019 CPH closed the acquisition of Capital, a leading concrete pumping provider in Texas, with \$24 million of Adjusted EBITDA in LTM Q1 2019
- Leading concrete waste management service provider in the U.S. (Eco-Pan), with emerging presence in the U.K.
- Comprehensive fleet and highly skilled operators provide mission critical, quality service
- Founded in 1983; Headquartered in Denver, CO
- FY 2018 Adjusted Revenue and EBITDA Pro Forma for Acquisitions: \$309⁽ⁱ⁾ million and \$112⁽ⁱⁱ⁾ million

Key Highlights⁽ⁱⁱⁱ⁾

Market Leader

In Every Region Served

~130

Branches Across US and U.K.

~800

Highly Trained Operators

1,150+

Operational Equipment Units^(iv)

8,000+

Unique Clients in 2018

ZERO

Bonding / Surety Requirements
No Possession of Concrete

Concrete Pumping

BRUNDAGE-BONE
CONCRETE PUMPING

80 locations, 587 equipment units^(vi)



12 locations, 144 equipment units^(vi)

Camfaud

29 locations, 364 equipment units^(vi)

Boom Pumps



Stationary Pumps



Placing Booms



Telebelts



Concrete Waste Management



- Simple, fully-compliant and cost effective solution for handling concrete washout
- 63^(v) equipment units (trucks) and ~6,100^(v) concrete containers (pans)



Note: Refer to Slides 37 and 39 for reconciliation of Non-GAAP Measures.

(i) Represents CPH's FY 2018 Revenue plus Capital's LTM Q1 2019 Revenue plus identified run-rate transaction Revenue synergies of \$6.3 million. See Slide 25 for more detail.

(ii) Represents CPH's FY 2018 Adjusted EBITDA plus Capital's LTM Q1 2019 Adjusted EBITDA plus identified run-rate transaction EBITDA synergies of \$4.9 million, expected to be realized within 24 months. See Slide 25 for more detail.

(iii) Metrics are Pro Forma for acquisition of Capital.

(iv) Includes 63 equipment units (Trucks) for Eco-Pan.

(v) As of January 2019.

(vi) As of December 2018.

Key Advantages of Business Model

Simple Bidding Process

- Services provided on a hourly and yardage poured basis, and include invoicing a travel charge
- Surcharge for any additional costs (such as fuel)
- High percentage of repeat customers plus strong referral network

Limited Project Risk

- Pure service business that doesn't take title of ready-mix concrete
- No possession of concrete
- No product liability risk

No Fixed Price Projects

- No fixed price bid work and no percentage of completion accounting
- The daily pour, not the total project, is what is billed
- Variable Cost base provides flexibility across business environments

No Surety Bonding Requirements










- No letter of credit or bonding exposure

Limited Bad Debt Exposure

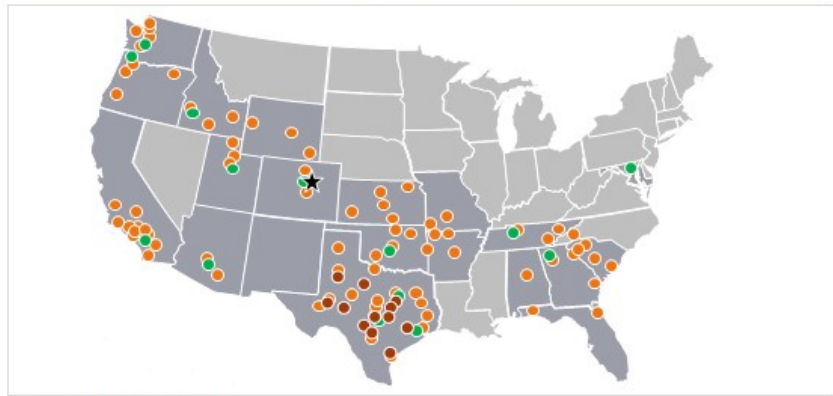
- Negligible bad debt expense historically
- Typically one of the first trade contractors paid on the job
- Company invoices customers each day as the work is performed

CPH's business model avoids issues common to typical contractors and construction service providers

CPH Geographic Footprint

					Corporate HQ
Legend:					
# of Locations:	80	12 ⁽ⁱ⁾	29	14	

U.S. Footprint



U.K. Footprint



Selected CPH Projects

Amazon Block 20 (Seattle, WA)



AT&T Stadium – Dallas Cowboys (Arlington, TX)



Crossrail Liverpool Street Station (UK)



Note: Denver is the HQ for CPH, London is the main corporate office in the U.K. First Eco-Pan location in the U.K. expected to open end of Q2 FY 2019.
 (i) Six branches are expected to be merged with Brundage Bone locations post closing.



**BRUNDAGE-
BONE** CONCRETE
PUMPING



Camfaud



Concrete Pumping Holdings, Inc.

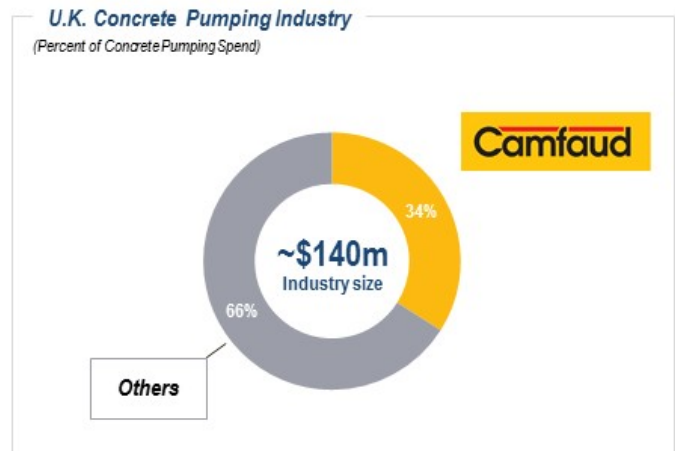
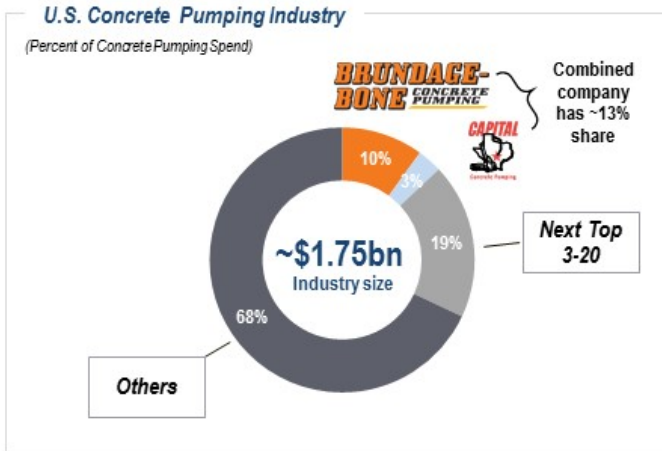
Key Investment Highlights

CPH Investment Highlights

-
- 1 Industry Leader in an Attractive Sector with a Strong Brand Portfolio
 - 2 Large, Growing Market Supported by Compelling Tailwinds
 - 3 Diversified Platform Provides Cycle Resiliency
 - 4 Differentiated Fleet Offering to Service Varied Project Requirements
 - 5 Significant Growth Opportunity from the Disruptive Eco-Pan Waste Management Solution
 - 6 Strong Unit Economics Across Both Concrete Pumping and Eco-Pan
 - 7 Proven M&A Platform with Robust Pipeline
 - 8 Committed, Veteran Management Team

**CONCRETE
PUMPING
HOLDINGS**

1 Industry Leader in an Attractive Sector with a Strong Brand Portfolio



- Key Highlights**
- Most competitors serve only local areas and lack breadth of equipment (typical fleet of ~5-10 pumps)
 - Few regional competitors serving more than two states or markets
 - CPH's expansive fleet and national reach support differentiated, high-quality service

- Scale Provides Advantages**
- | | |
|--|---|
| <p>Purchasing benefits
for fuel, OEM capex purchases and parts</p> | <p>Breadth of services
to service large, more complex jobs</p> |
| <p>Fleet availability
to match customer demand and requirements</p> | <p>Trained operators
with a leading track record of safety</p> |

Note: Analysis is based on FY 2016 Revenue Pro Forma for Acquisitions. Capital position based on LTM Q1 2019 Revenue.

1 Industry Leader in an Attractive Sector with a Strong Brand Portfolio (cont'd)

Clients choose CPH because of its differentiated capabilities that ensure high-quality, reliable service, equipment and operator availability, top-notch safety and environmental compliance

Concrete Placement is Highly Critical

Need for Faster, Safer & Higher Quality Service

Advantages of concrete pumping

~90 mins

Time before ready-mix concrete perishes

~10%

Ready-mix concrete costs (as % of overall project costs)

~1-2%

Concrete pumping costs (as % of overall project costs)

CPH Competitive Advantages

Availability

- More pumps and skilled operators than competitors

Reliability

- Track record of quality and on-time completion

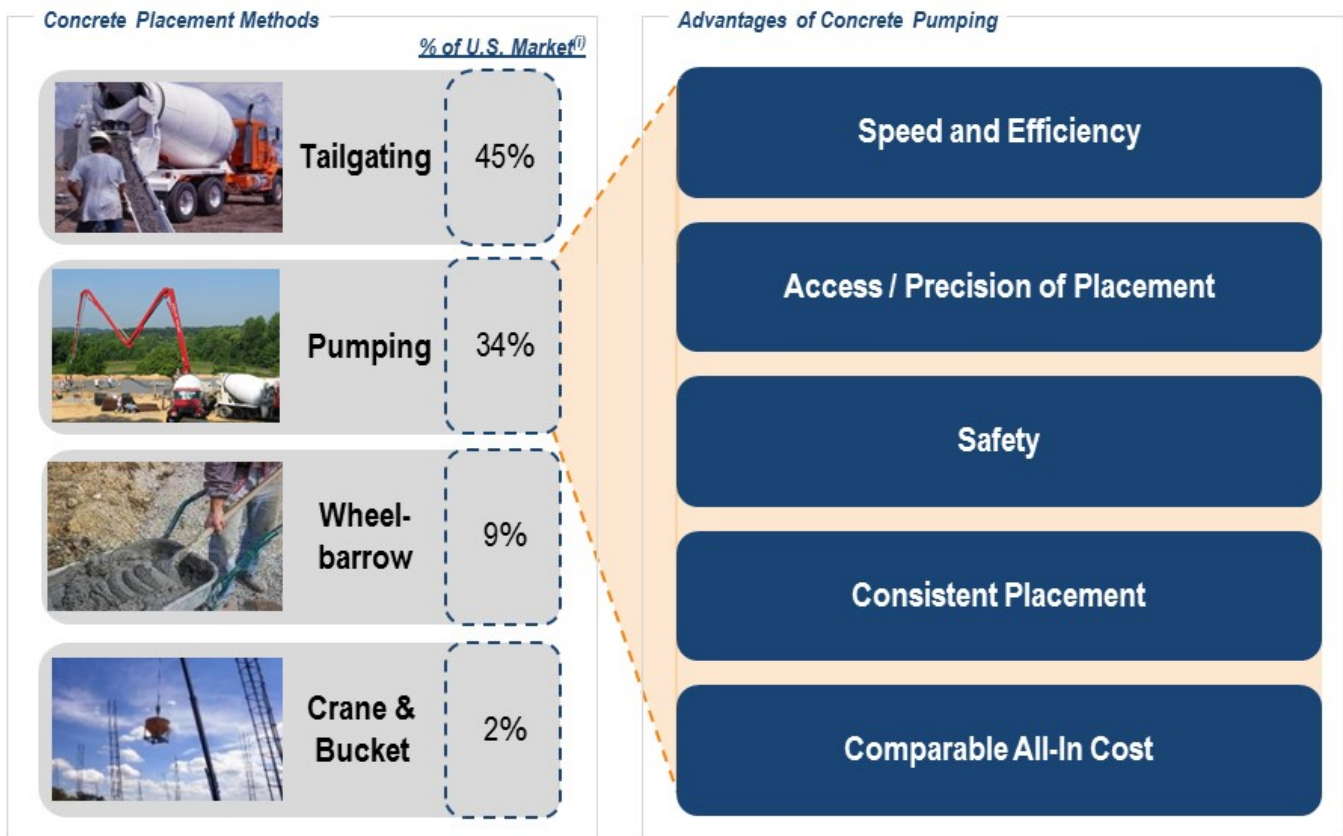
Wide Range of Equipment

- Fleet of boom pumps ranges from 17 to 65 meters
- Also maintains fleet of stationary pumps, placing booms, telebelts, etc.

Technical Expertise

- 30+ years of successful operating history
- Experienced and knowledgeable operators

2 Large, Growing Market Supported by Compelling Tailwinds



(1) Figures do not sum to 100% as 'other methods' (i.e. pre-cast concrete) account for a further 10% of the market.

2 Large, Growing Market Supported by Compelling Tailwinds (cont'd)

Non-Residential Construction Spending Outlook⁽ⁱ⁾

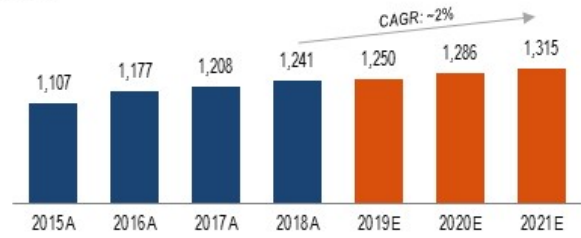
(% Growth)



Momentum in non-residential construction spending expected to continue through 2020.

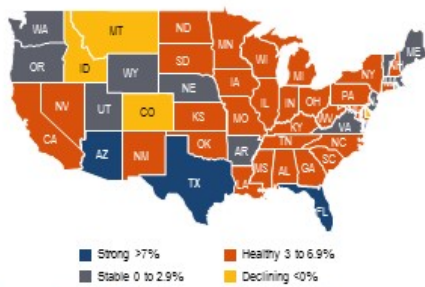
U.S. Housing Starts⁽ⁱⁱⁱ⁾

(Thousands)



Stable growth in housing starts supported by a strong labor market, increasing consumer confidence and declining headwinds from higher interest rates.

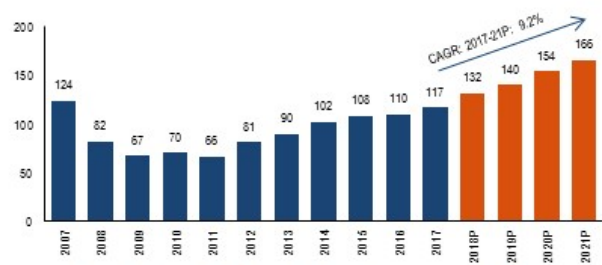
2019 Non-Residential Construction Forecast by State⁽ⁱⁱ⁾



Texas and other Southern markets are the strongest with mid to high single digit growth rate.

Texas Housing Starts^(iv)

(Thousands)



Outsized growth in Texas driven by strong population growth and employment gains.

(i) The American Institute of Architecture (AIA).
 (ii) IHS State Construction Forecast.
 (iii) NAHB.
 (iv) Global Insight.

2 Large, Growing Market Supported by Compelling Tailwinds (cont'd)

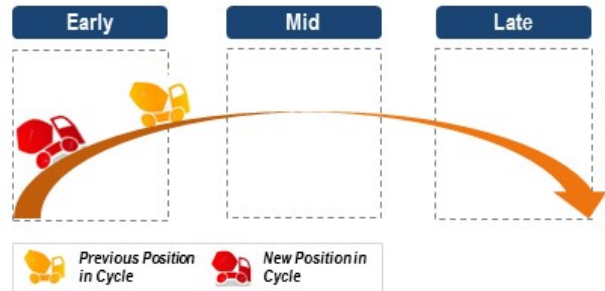
1 U.S. Concrete Production⁽¹⁾

(Millions of cubic yards)



Concrete production is ~22% below prior peak
Industry labor constraints extending recovery.

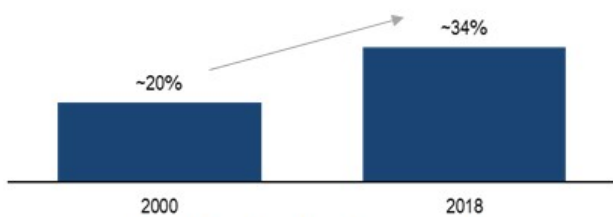
2 Extended Construction Cycle



Tax reform, regulatory relief, accommodative fed policy and increased infrastructure spending extending the cycle.

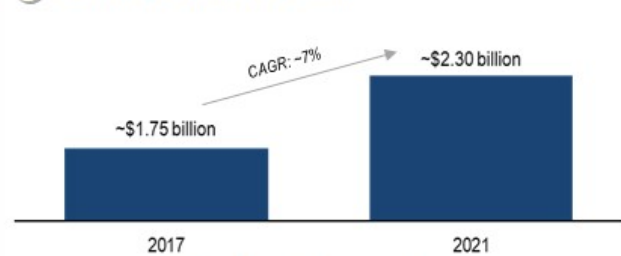
3 Concrete Pumping Gaining Share

(% of total U.S. concrete placement that is pumped)



Pumping is taking share due to compelling customer value proposition.

4 U.S. Pumped Concrete Demand



Pumping market expected to see strong pricing and volume growth.

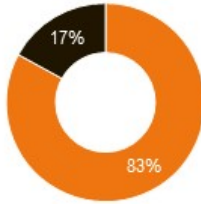
(1) NRMCA (National Ready Mixed Concrete Association).

3 Diversified Platform Provides Cycle Resiliency

Diversity Provides Resiliency

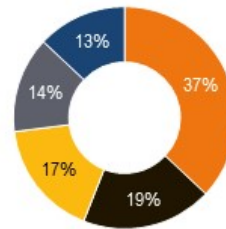
Geographic Diversity⁽ⁱ⁾...

■ US ■ UK



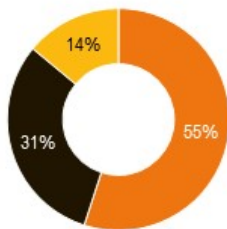
... Even within the US⁽ⁱⁱ⁾

■ South ■ West ■ Central ■ Southeast ■ Mountain



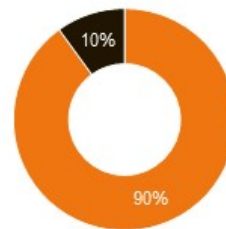
End Market⁽ⁱⁱ⁾

■ Commercial ■ Residential ■ Infrastructure



Service Line⁽ⁱ⁾

■ Concrete Pumping ■ Environmental Services



⁽ⁱ⁾ Analysis is based on CPH's FY 2018 Revenue Pro Forma for Acquisitions plus Capital's FY 2018 Revenue.

⁽ⁱⁱ⁾ Analysis is based on CPH's U.S. Concrete Pumping segment FY 2018 Revenue (excluding the pre-acquisition results of O'Brien, which was acquired in April 2018) and Capital's FY 2018 Revenue.



CPH's Disciplined Approach to Fleet Management

- Acquire new equipment to replace equipment near the end of its useful life
- Employ qualified mechanics to ensure fleet is well maintained
- Leverage scale and mobility of fleet to maximize utilization
- Reduce growth capex by utilizing equipment procured from acquisitions
- CPH owns entire fleet; no equipment leasing

Pro Forma CPH Fleet Overview*(Pump lengths in meters; average age and useful life in years)*

Equipment Type	Fleet Count	Average Age	Expected Useful Life
Up to 33m	249	8.8	20
34m to 43m	309	9.1	20
44m to 51m	108	7.0	18
52m+	92	4.8	12
Total Booms	758	8.2	19
Stationary / Other	264	7.2	20
Placing Booms	57	9.1	25
Telebelts	16	9.3	15
Grand Total	1,095	8.0	19+
Eco-Pans	63	7.2	20

Note: Fleet profile as of January 31, 2019, Pro Forma for acquisition of Capital.



5 Significant Growth Opportunity from the Disruptive Eco-Pan Waste Management Solution

Concrete Waste Management Overview

- Stringent regulation on washout of concrete pump trucks and related equipment
- Ensuring job sites are environmentally compliant is a major challenge and distraction for contractors
- Eco-Pan provides a simple, fully-compliant and cost-effective solution
- High profitability and strong historical growth
- 63⁽¹⁾ equipment units (Trucks) and ~6,100⁽¹⁾ concrete containers (Pans)

Options for Concrete Washwater Containment

Ineffective Legacy Alternatives



No solution



Immovable washout pits

Disruptive Solution: Eco-Pan

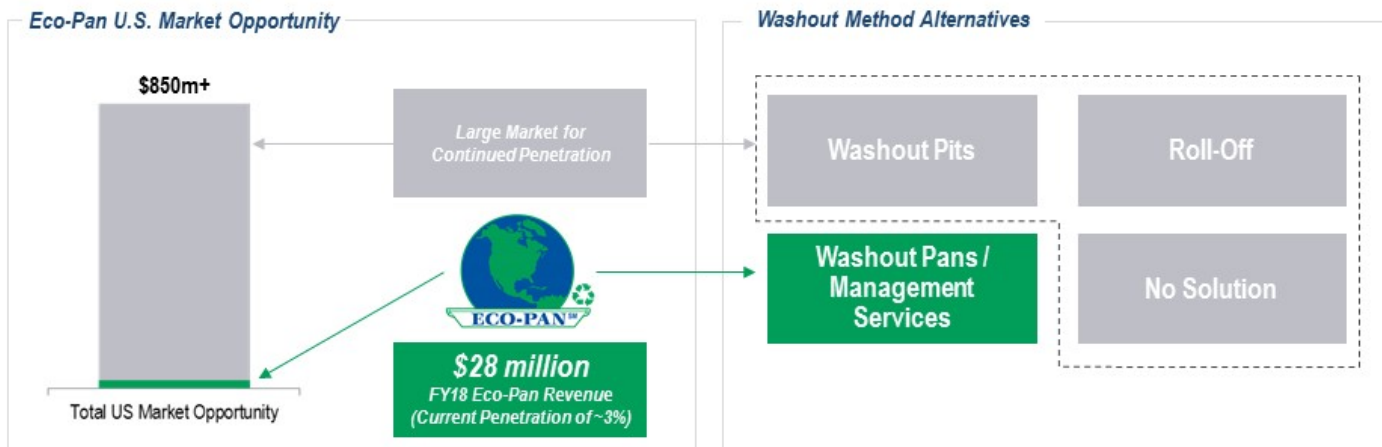


Turn-key, route-based service.

Collect & retain all washwater in leakproof containers

(1) As of January 2019.

5 Significant Growth Opportunity from the Disruptive Eco-Pan Waste Management Solution (cont'd)



Key Factors for Increased Penetration of Eco-Pan

- Violation avoidance** – provides a simple, leak-proof solution, compliant with EPA and state regulations
- Environmental protection** – high-quality pans that are far less likely to leak or spill than washout pits
- Convenience / reduced labor** – convenient turn-key solution for contractors, allowing focus on core activities

How We Execute

- Route density** – supports profitable operations
- Capitalized to invest in high-quality pans and service** – designed by industry operators
- Cross-sell to our large, complementary concrete pumping customers** – Eco-Pan currently operates only in 13 of Brundage-Bone's core geographies

6 Strong Unit Economics Across Both Concrete Pumping and Eco-Pan

Concrete Pumping Unit Economics

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~25%
Unlevered ROI

~4-5 Years⁽ⁱ⁾ vs. **~20 Years**
Payback Period Useful Life of Assets

Eco-Pan Unit Economics



~54%
Unlevered ROI

~1.9 Years vs. **~20 Years**
Payback Period⁽ⁱ⁾ Useful Life of Assets

Note: Unit economics and return profile reflect historical and/or target results and may not be indicative of future returns.

(i) Payback periods vary between the U.S. and the U.K. and by asset type. Concrete pumping payback periods are net of trade-in or sale value for units sold at the end of their useful lives (typical salvage value of approximately 20%).

(ii) Investment required for new route: one truck - \$280,000; 85 Eco-Pans at ~\$950 each = \$81,000.



7 Proven M&A Platform with Robust Pipeline

M&A Playbook

- **Acquirer of Choice:** Completed 45+ acquisitions since 1983 (avg. pre-synergy Adjusted EBITDA multiples <4.5x)
- **Benefits of Scale:** Track record of increasing Adjusted EBITDA margins of target within first few years through utilization increases, price optimization and cost synergies
- **Clear Acquisition Criteria:** Strong management, good employee and customer relationships, well maintained fleet and meaningful potential for synergies
- **Attractive Tax Benefits Available:** Transactions typically structured for 100% cost expensing for tax purposes
- **Strong Acquisition Pipeline:** ~\$100 million of additional Adjusted EBITDA identified

Acquisitions since 2015

Company Name	Locations	Purchase Price (millions)	Est. Acquisition Adjusted EBITDA Multiple ⁽ⁱ⁾
Solid Rock	TX	\$1.1	2.6x
Dyna Pump	TX	\$0.3	1.6x
Action	SC, TN, AL	\$5.6	7.3x
AJ / Kenyon	SC	\$1.7	2.1x
Oxford	U.K.	£45.5	4.4x
Reilly	U.K.	£10.2	4.0x
O'Brien	CO	\$21.0	4.0x
Atlas	ID	\$3.8	NA
Capital	TX	\$129.2	5.3x

Note: Figures above are indicative of historical acquisition results. There can be no assurances that future acquisitions will occur or perform in line with historical achievements.
 (i) Estimated acquisition Adjusted EBITDA multiples are before synergies.



Current CPH Management & Employees Collectively Own 10%⁽ⁱ⁾ of the Company



Bruce Young
Chief Executive Officer

- CEO of CPH: 2008 – Present
- CEO of Eco-Pan: 1999 – Present
- Manager of Brundage-Bone concrete pumping operations: 2001 – 2008
- 39 years of industry experience



Iain Humphries
Chief Financial Officer

- CFO of CPH: 2016 – Present
- CFO of Wood Group PSN Americas (LSE:WG): 2013 – 2016
- 20 years of international financial and managerial experience
- Chartered Accountant of the Institute of Chartered Accountants of Scotland



Tony Faud
Managing Director, U.K.

- Managing Director of CPH UK operations
- Managing Director of Camfaud since 2002
- 30+ years of industry experience

(i) Assumes conversion and full dilution of the Zero-Dividend Convertible Perpetual Preferred Stock PIPE and all outstanding "in-the-money" options that were issued on the Nasdaq Listing date (December 6th, 2016) to certain members of CPH Management and Former CPH Employee Shareholders, based on Treasury Stock method and \$5.45 stock price as of May 14, 2019. Ownership percentage does not include the impact of the 2016 Management Incentive Plan.



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Concrete Pumping Holdings, Inc.

Acquisition of Capital Pumping

Transaction Highlights

CPH acquired Capital Pumping ("Capital"), a leading U.S. concrete pumping provider, with LTM Q1 2019 revenue of \$51 million and Capital Adjusted EBITDA of \$24 million⁽ⁱ⁾

Strategic Overview



- Transformational transaction consistent with CPH's acquisition strategy
 - Increases efficiencies of scale in Texas, which is highly fragmented
 - Strategically expands CPH's presence in high-growth Texas region
 - Adds highly complementary and youngest fleet of scale in the industry
 - Compelling EBITDA, tax, capex and real estate synergies
- Leverages CPH's core competency in M&A integration
- Capital shares CPH's core values of safety, people and reliability

Financial Overview



- \$129.2 million cash purchase price, funded with net proceeds of \$78.2 million from the recent equity follow-on offering and \$60 million of incremental term loan issuance⁽ⁱⁱ⁾. Represents purchase multiple of 5.3x LTM Q1 2019 Capital Adjusted EBITDA⁽ⁱ⁾, 3.5x including the benefit of EBITDA, tax, capex and real estate synergies
 - ~\$4.9 million of identified annual EBITDA synergies⁽ⁱⁱⁱ⁾
 - ~\$18.6 million NPV of identified tax benefits
 - ~\$9.0 million NPV of identified capex synergies⁽ⁱⁱⁱ⁾
 - ~\$1.2 million NPV of identified real estate synergies⁽ⁱⁱⁱ⁾
- Expected pro forma net leverage of $\leq 4.0x^{(ii)}$ by year end FY 2019 with a strong path to further deleveraging
- Acquisition closed on May 15, 2019

⁽ⁱ⁾ Capital Adjusted EBITDA is a non-GAAP financial measure. Refer to Slides 37 and 39 for a reconciliation of Adjusted EBITDA to net income.

⁽ⁱⁱ⁾ For further details on CPH's existing Term Loan, please refer to Slide 36.

⁽ⁱⁱⁱ⁾ Majority of total cash flow synergies expected to be realized within 24 months.



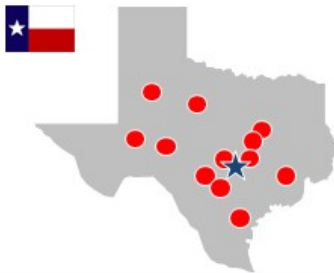
Overview of Capital Pumping



Capital Pumping Overview

- Capital is a leading provider of concrete pumping services to the Texas commercial and residential construction sectors
- Product offering includes boom pumps, trailer pumps and placing booms
- Capital operates, what we believe, is the youngest fleet of scale in the industry with a weighted average asset life of 2.9 years⁽ⁱⁱ⁾
- Family-owned since 1971

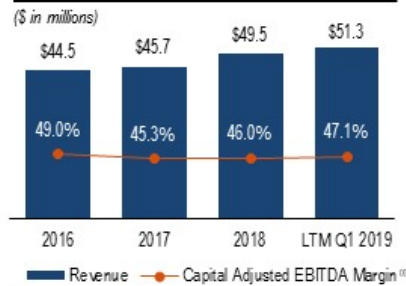
A Leading Texas Operator



Austin Headquarters

12
Branches across Texas

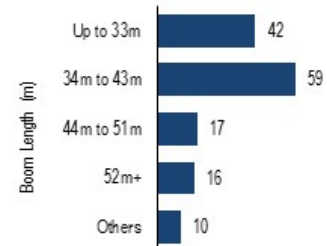
Attractive Financial Profile



\$24.2 million
LTM Q1 2019 Capital Adjusted EBITDA⁽ⁱ⁾

~15% revenue growth Q-o-Q
Strong Q1 2019 revenue momentum

Young, Diversified Fleet



2.9 Year Average Age⁽ⁱⁱ⁾

~\$40 million
Fair market value of Assets

Note: Capital's fiscal year ends December 31st.

(i) Capital Adjusted EBITDA is a non-GAAP financial measure. Refer to Slides 37 and 39 for a reconciliation of Adjusted EBITDA to net income.

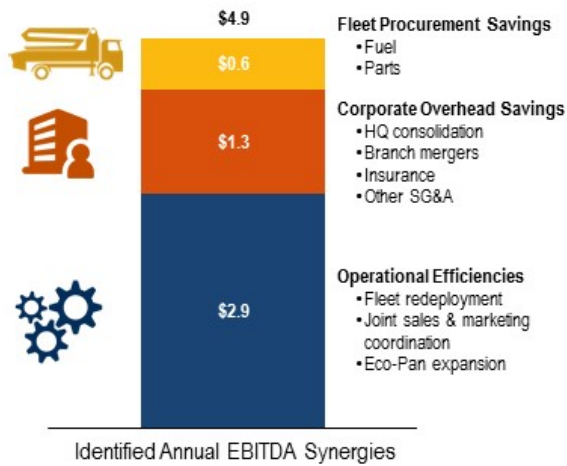
(ii) Based on Capital's boom pump fleet register as of December 2018.



Overview of Transaction Synergies

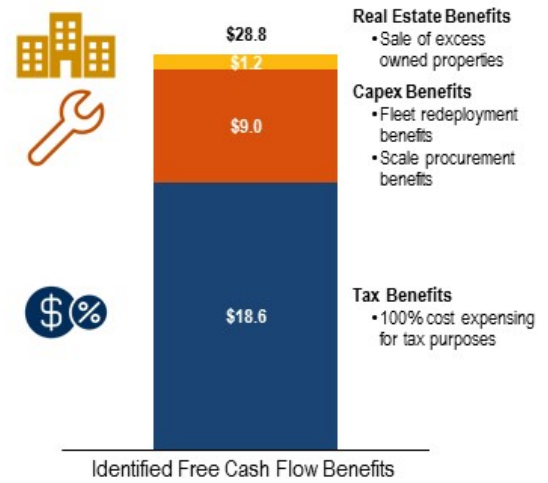
(\$ in millions)

Identified Run-Rate EBITDA Synergies



Run-rate annualized EBITDA synergies expected to be achieved within 24 months

Identified Free Cash Flow Benefits (NPV)






Majority of identified free cash flow benefits expected within 24 months

Note: Figures may not sum due to rounding.

Attractive Combined Financial Profile

(\$ in millions)

	 FY 2018	 LTM Q1 2019	
Adjusted Revenue	\$251 ⁽ⁱ⁾	\$51	\$309⁽ⁱⁱ⁾
Adjusted EBITDA	83 ⁽ⁱⁱⁱ⁾	24 ⁽ⁱⁱⁱ⁾	112^(iv)
Adjusted EBITDA Margin (%)	33%	47%	36%
Capex	28	8	27^(v)
Adjusted EBITDA Less Capex	55	16	85
Adjusted EBITDA Less Capex (as a % of Revenue)	22%	31%	28%

Note: Combined financials do not represent a CPH forecast but rather represent a pro forma illustration of the combined company's potential financial performance. CPH and Capital have fiscal year ends of October 31 and December 31, respectively.

(i) Pro Forma for acquisitions and constant currency adjustments. Adjusted Revenue for CPH is a non-GAAP financial measure that is calculated by adding the following items to CPH's FY 2018 GAAP revenue of \$243.2 million: (i) \$7.0 million of pre-acquisition revenue from the acquisition of O'Brien in April 2018; and (ii) \$1.1 million of constant currency adjustment based on a GBP to USD exchange ratio of 1.370.

(ii) Represents CPH's FY 2018 Revenue plus Capital's LTM Q1 2019 Revenue plus identified run-rate transaction Revenue synergies of \$6.3 million.

(iii) Adjusted EBITDA is a non-GAAP financial measure. Refer to Slides 37 and 39 for a reconciliation of Adjusted EBITDA to net income.

(iv) Represents CPH's FY 2018 Adjusted EBITDA plus Capital's LTM Q1 2019 Adjusted EBITDA plus identified run-rate transaction EBITDA synergies of \$4.9 million, expected to be realized within 24 months.

(v) Represents CPH's FY 2018 Capex plus Capital's LTM Q1 2019 Capex less NPV of identified transaction Capex synergies of \$9.0 million.



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Concrete Pumping Holdings, Inc.

Financial Overview

Recent Developments

Financial

- Strong momentum for CPH and Capital with respect to financial performance
 - On March 18, 2019, CPH reported Q1 FY 2019 earnings results; Revenue and Adjusted EBITDA increased ~11% and ~5%, respectively (See Slide 30 for more detail)
 - Strong momentum for Capital in Q1 FY 2019 with Revenue and Adjusted EBITDA increasing ~15% and ~25%, respectively

Warrant Exchange

- On April 29, 2019, CPH completed an exchange of its outstanding public and private warrants for shares of its common stock
 - 9,982,123 public warrants representing ~43.4% of the total public warrants and 11,100,000 private placement warrants representing 100% of the total private placement warrants were tendered. CPH issued a total of 3,808,388 new shares (comprised of 2,101,213 shares in exchange for the public warrants and 1,707,175 shares in exchange for private warrants)

Mergers and Acquisitions

- On May 15, 2019, CPH closed the acquisition of Capital
 - \$129.2 million cash purchase price, funded with net proceeds of \$78.2 million from the recent equity follow-on offering (including exercise of underwriters' over-allotment option) and \$60 million of incremental term loan issuance⁽ⁱ⁾
 - Transformational acquisition in high growth market and with compelling synergies
- On April 15, 2019, CPH closed the acquisition of Atlas, an Idaho-based concrete pumping provider for a consideration of \$3.8 million
 - Acquisition is consistent with CPH's accretive M&A growth strategy

⁽ⁱ⁾ For further details on CPH's existing Term Loan, please refer to Slide 38.

Strong Financial Performance Supported by Diversification

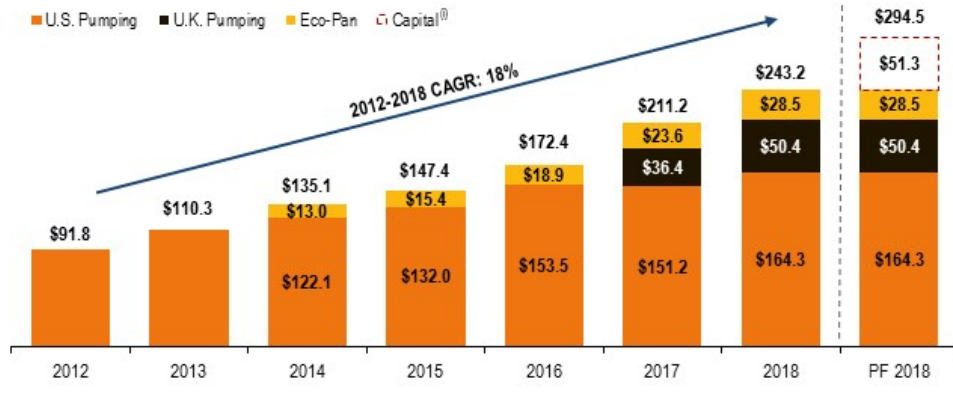
Proven organic and acquisition growth with substantial runway on both fronts

Key Commentary

- Total annual revenue growth of ~18% since 2012
- US pumping has grown by ~10% annually since 2012
- Growth bolstered through acquisitions, which have provided increased scale and diversification
- Eco-Pan was merged in August 2014 and has expanded significantly
- Camfaud acquired in November 2016, providing expansion into the UK
- Strongly positioned as industry leader and best platform for consolidation

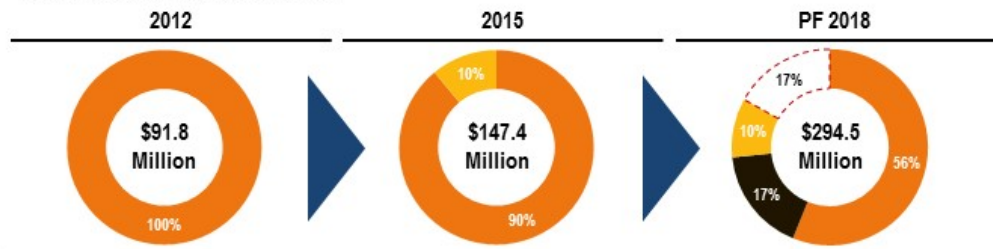
Revenue History

(\$ in millions; historical revenue as reported)



Diversification History

(\$ in millions; historical revenue as reported)



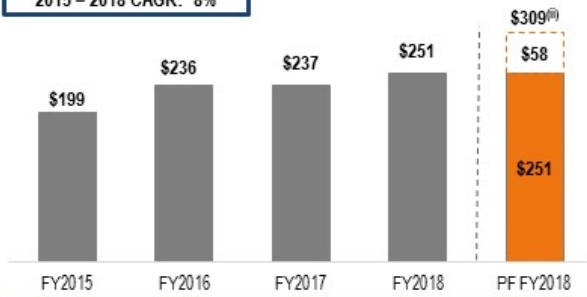
Note: Camfaud, South Coast, and Premier were acquired in November 2016; Reilly was acquired in July 2017; O'Brien was acquired in April 2016.
 (i) Represents Capital's LTM Q1 2019 Revenue per reviewed statements.

Attractive Financial Profile

(\$ in millions)

Adjusted Revenue Pro Forma for Acquisitions⁽ⁱ⁾

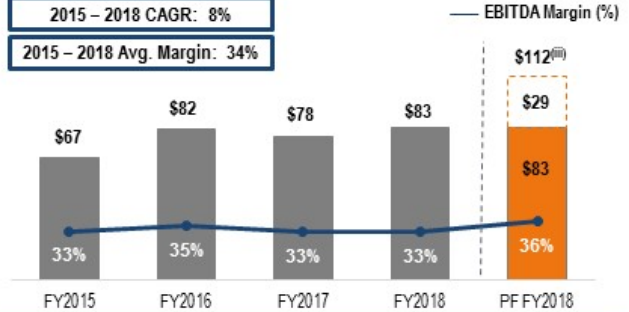
2015 – 2018 CAGR: 8%



Adjusted EBITDA Pro Forma for Acquisitions⁽ⁱ⁾

2015 – 2018 CAGR: 8%

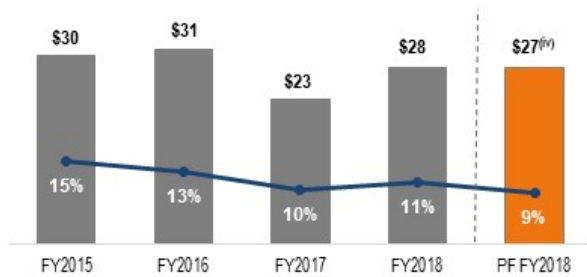
2015 – 2018 Avg. Margin: 34%



Capex Pro Forma for Acquisitions⁽ⁱ⁾

2015 – 2018 Average as % of Revenue: 12%

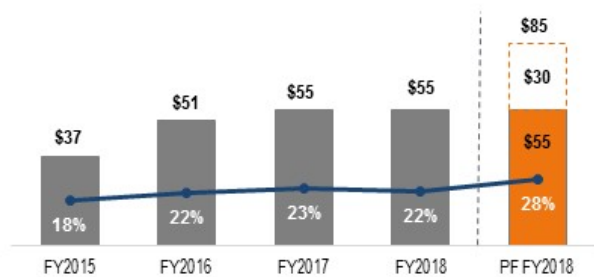
— % of Revenue



Adjusted EBITDA less Capex Pro Forma for Acquisitions⁽ⁱ⁾

2015 – 2018 Avg. Margin: 21%

— EBITDA – Capex Margin (%)



Capital Transaction Impact

Note: CPH has an October 31* fiscal year end. Financials are not PF for recent acquisition of Atlas. Figures may not sum due to rounding.

(i) Financials are Pro Forma adjusted to account for acquisitions made during these historical periods, excluding impact of Atlas acquisition in April 2019. Refer to Slides 37 and 39 for reconciliation of Non-GAAP Measures.

(ii) Represents CPH's FY 2018 Revenue plus Capita's LTM Q1 2019 Revenue plus identified run-rate transaction Revenue synergies of \$6.3 million. See Slide 25 for more detail.

(iii) Represents CPH's FY 2018 Adjusted EBITDA plus Capita's LTM Q1 2019 Adjusted EBITDA plus identified run-rate transaction EBITDA synergies of \$4.9 million, expected to be realized within 24 months. See Slide 25 for more detail.

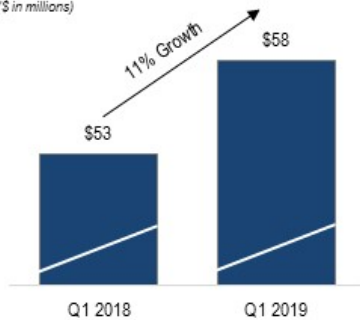
(iv) Represents CPH's FY 2018 Capex plus Capita's LTM Q1 2019 Capex less NPV of identified transaction Capex synergies of \$9.0 million. See Slide 25 for more detail.



Strong Q1 2019 Financial Performance

Strong Growth in Revenue and Adjusted EBITDA⁽ⁱ⁾...

Revenue
(\$ in millions)

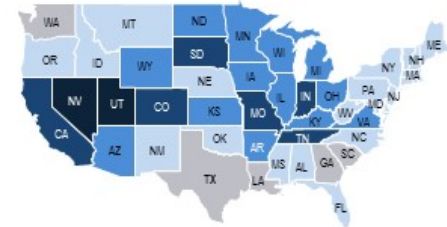


Adjusted EBITDA⁽ⁱ⁾
(\$ in millions)



... Despite Some of the Wettest Weather Conditions

Q1 2019⁽ⁱⁱ⁾ Precipitation by State
(Deviation from Average)



Average Significantly Above Average

Concrete Pumping Commentary (Excluding Capital)

- Improved utilization across both U.S. and U.K. concrete pumping
- Growth in U.S. partially offset by adverse weather conditions in the West Coast region. The majority of the impacted projects are expected to resume throughout the year
- Growth in U.K. partially offset by unfavorable currency movements

Eco-Pan Commentary

- Relatively flat revenue driven by unfavorable weather conditions in the West Coast divisions
- Significant opportunity for growth from continued roll-out of Eco-Pan across Brundage-Bone footprint
- First Eco-Pan location in U.K. expected to open end of Q2 FY 2019

Commentary

- Adverse weather was the prevalent theme for Q1 across markets in which CPH operates
- Despite weather-related headwinds, CPH and Capital had strong financial momentum during the quarter, indicating the resiliency of the business model
 - Well-positioned to capitalize on pent-up demand as construction season starts to ramp-up and weather conditions begin to improve

Source: Wall Street Research, National Weather Service, NOAA.
Note: CPH has an October 31* fiscal year end.

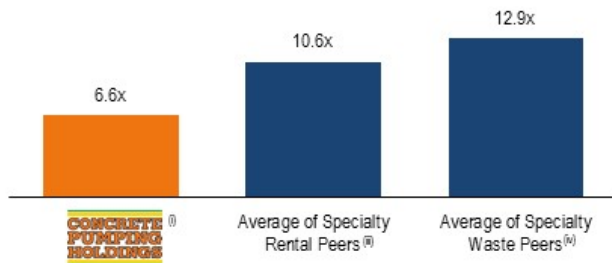
(i) Refer to Slide 38 for a reconciliation of CPH Adjusted EBITDA to net income.
(ii) Represents the period from January 2019 to March 2019.



Attractive Financial Profile & Valuation Versus Peers

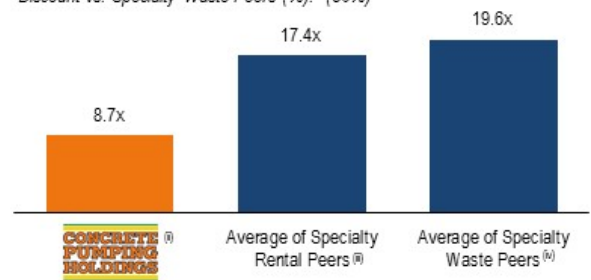
EV / FY 2018 Adjusted EBITDA

Discount vs. Specialty Rental Peers (%): ~(-38%)
Discount vs. Specialty Waste Peers (%): ~(-49%)



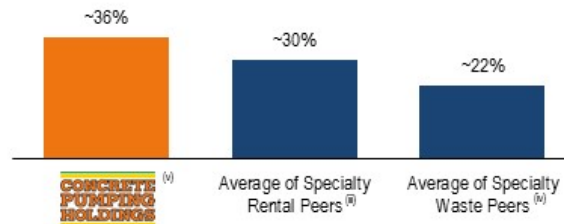
EV / (FY 2018 Adjusted EBITDA – Capex)

Discount vs. Specialty Rental Peers (%): ~(-50%)
Discount vs. Specialty Waste Peers (%): ~(-56%)



2018 Adjusted EBITDA Margin

Premium vs. Specialty Rental Peers (bps): ~600 bps
Premium vs. Specialty Waste Peers (bps): ~1,400 bps



Note: CPH's equity value calculated as 57.1 million shares (represented by "Outstanding Shares Pro Forma for Capital Transaction" of 58.3 million plus "Shares Underlying Convertible Securities" of 4.1 million less Performance Based shares under the Management Incentive Plan of 5.3 million) multiplied by current share price of \$5.45 price per share (see Slide 34 for a reconciliation of the share count). CPH's enterprise value calculated as equity value plus net debt of \$430 million, which represents CPH's net debt balance as of January 31, 2019 plus the incremental \$60 million Term Loan committed to fund the Capital transaction. Public market data as of May 14, 2019. Comparable company figures are adjusted for fiscal year ending in October.

(i) Calculated as CPH's enterprise value divided by the combined company's Adjusted EBITDA (including identified run-rate transaction EBITDA synergies of \$4.9 million). See Slide 25 for more detail.

(ii) Calculated as CPH's enterprise value divided by the combined company's Adjusted EBITDA (including identified run-rate transaction EBITDA synergies of \$4.9 million) less the combined company's Capex (including NPV of identified transaction Capex synergies of \$9.0 million). See Slide 25 for more detail.

(iii) Specialty Rental peers include Moolle Mini, WillScot, AMERCO, Cliveo, and McGrath.

(iv) Specialty Waste peers include Ecobat, U.S. Ecology, Waste Management, Covanta, Clean Harbors and Stericycle.

(v) Calculated as combined company's Adjusted EBITDA (including identified run-rate transaction EBITDA synergies of \$4.9 million) divided by the combined company's Revenue (including identified run-rate transaction revenue synergies of \$6.3 million). See Slide 25 for more detail.



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Appendices

Highly Variable Cost Structure

Variable Cost Base Provides Flexibility Across Business Environments

	<u>FY 2018</u>	<u>Approximate Variable Component</u>
Cost of Sales:		
Personnel	\$70.9	85%
Fuel	12.9	95%
Parts, repairs & maintenance	23.6	95%
Insurance	8.3	70%
Other	4.2	80%
Total Cost of Sales	\$119.8	87%⁽ⁱ⁾
<i>% of Revenue</i>	49.3%	
SG&A Expenses:		
Personnel	\$27.9	20%
Facilities	4.7	10%
Auto	3.1	20%
Travel & entertainment	2.6	50%
Communication	1.6	20%
Professional fees	1.9	50%
Other	8.4	50%
Total SG&A Expenses	\$50.2	27%⁽ⁱ⁾
<i>% of Revenue</i>	20.6%	

**~70%⁽ⁱ⁾
Variable
Cost Base**

Note: Analysis is not Pro Forma for O'Brien and excludes the impact of the Capital acquisition. Cost breakdown excludes depreciation expense. CPH has an October 31st fiscal year end.
 (i) Based on weighted average.

Shares and Other Equivalents Outstanding

Shares By Type	Common Stock	Other Shares and Equivalents Outstanding	Total Potential Outstanding Stock ^(vi)
	Outstanding Shares ⁽ⁱ⁾	Shares Underlying Convertible Securities or Subject to Vesting	Fully Diluted
Public Shares	20,110,239	-	20,110,239
Nuveen	-	2,450,980 ⁽ⁱⁱ⁾	2,450,980
Freely Tradeable Public Shares	20,110,239	2,450,980	22,561,219
CPH Management & Employees (Current and Former)	4,715,072	744,885 ⁽ⁱⁱⁱ⁾	5,459,957
Argand Partners	15,477,138	-	15,477,138
Peninsula Pacific ^(iv)	12,005,275	-	12,005,275
Non-Executive Directors ^(v)	190,037	-	190,037
Shares Subject to Lock-Up	32,387,522	744,885	33,132,407
Outstanding Shares, Actual and Fully Diluted (Excluding Management Incentive Plan)	52,497,761	3,195,865	55,693,626
Shares Underlying Management Incentive Plan			
Time Based ^(vi)	1,156,644	164,750	1,321,394
Performance Based (\$13.00 Share Price Threshold) ^(vii)	1,543,055	238,814	1,781,869
Performance Based (\$16.00 Share Price Threshold) ^(viii)	1,543,055	238,814	1,781,869
Performance Based (\$19.00 Share Price Threshold) ^(ix)	1,543,055	238,814	1,781,869
Fully Diluted Total Outstanding Shares	58,283,569	4,077,058	62,360,627
Cumulative Fully Diluted Total Outstanding Shares^(x)	58,283,569	62,360,627	62,360,627

(i) Includes the impact of the Capital transaction.

(ii) Peninsula will be locked up until August 6, 2019.

(iii) In connection with the follow-on offering, all CPH directors are subject to lockup agreements until August 6, 2019.

(iv) Nuveen may elect to convert its Preferred Stock into 2,450,980 shares of Common Stock (subject to anti-dilution protection) at any time after June 4, 2019.

(v) CPH Management & Employees (Current and Former) hold (i) 886,362 "in the money" options with a strike price of \$0.87 (which results in a further 744,885 shares of Restricted Common Stock assuming a conversion stock price of \$5.45/share based on the Treasury Stock Method), and (ii) 324,073 options with a strike price of \$6.09 (which results in 0 shares of Restricted Common Stock assuming a conversion stock price of \$5.45/share based on the Treasury Stock Method). \$5.45 is the current share price as of May 14, 2019.

(vi) Excludes 13 million of outstanding public warrants. Each warrant is currently exercisable for one share of Common Stock at an exercise price of \$11.50/share. The Company may redeem the outstanding warrants at a price of \$0.01 per warrant if the last sale price of the Common Stock equals or exceeds \$18.00/share for 20 out of 30 trading days.

(vii) CPH's 2016 Omnibus Incentive Plan ("Management Incentive Plan") consists of time and performance based components. Time vesting securities will vest in five equal installments on each of December 6, 2019, December 6, 2020, December 6, 2021, December 6, 2022 and December 6, 2023. Performance based securities will vest in three equal installments if the Company's stock price closes at or above \$13.00, \$16.00 and \$19.00 per share, respectively, for 30 consecutive business days. Upon the achievement of a Stock Price Target, the related tranche of securities will vest in equal increments over the first, second and third anniversaries of the date on which such Stock Price Target was achieved. If a Stock Price Target is not achieved on or before December 6, 2023, then the related tranche of securities will be forfeited. If a Stock Price Target is achieved but the related tranche of securities is not fully vested by December 6, 2023, such shares may, under certain circumstances, continue to vest after this date.

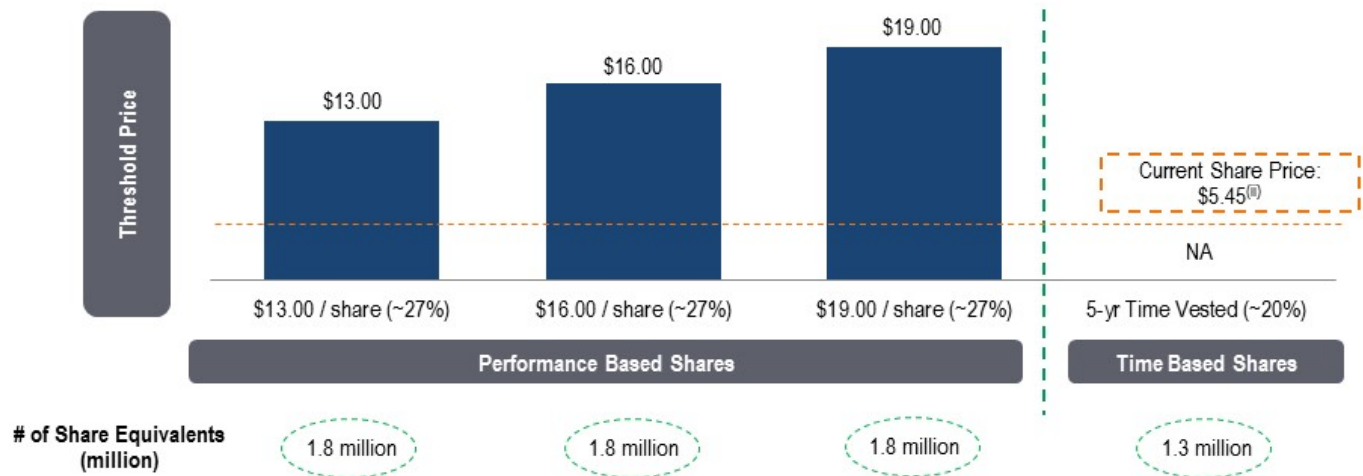
(viii) Cumulative Fully Diluted Total Outstanding Shares in the "Other Shares and Equivalents Outstanding" column represent the cumulative amount of outstanding shares of Common Stock if each of the potential events in items iv, v and vi above were to occur in the order presented.



Management Incentive Plan Overview

Overview

- Management incentives aligned with shareholder interest and long-term success of the Company
- Management incentive plan consists of 6.7 million total share equivalents⁽ⁱ⁾
 - ~80% of the plan is performance-based and will become available for vesting in three equal installments if CPH's stock price closes at or above \$13.00, \$16.00, and \$19.00 per share, respectively, for 30 consecutive business days
 - ~20% of the plan is time-based and will vest annually in equal installments over the next five years



(i) 0.9 million are in the form of options.
(ii) As of May 14, 2019.

CPH Credit Facilities Summary

Credit Facilities	- \$417 million Term Loan Facility ⁽ⁱ⁾ - \$60 million ABL Revolver ⁽ⁱⁱ⁾
Interest Rate	- Term Loan Facility: Libor + 600bps - ABL Revolver: Libor + 175-225bps based on leverage levels
Tenor	- Term Loan Facility: 7 Years (December 6 th , 2025) - ABL Revolver: 5 Years (December 6 th , 2023)
Term Loan Amortization	- 1.25% per quarter, bullet at maturity
Term Loan Call Protection	- 101 Soft Call for 12 Months (December 6 th , 2019)
Incremental	- Term Loan Facility: Unlimited at 3.5x net first lien leverage - ABL Revolver: Up to \$30 million
Financial Covenants	- Term Loan Facility: None - ABL Revolver: Springing 1:1 Fixed Charge Coverage Ratio if at any time total Excess Availability is less than the greater of (i) 10% of the Line Cap, (ii) \$5 million, and (iii) 12.5% of the U.K. Borrowing Base

(i) Pro forma for the Capital transaction, including term loan upsizing totaling \$60 million from lenders.
(ii) The ABL and cash balances were approximately \$17.3 million and \$4.6 million as of January 31, 2019, respectively.

Reconciliation of CPH Net Income to Adjusted EBITDA

(\$000s)	Years Ended October 31			
	FY2015	FY2016	FY2017	FY2018
Revenue Pro Forma for Acquisitions				
Revenue, reported	\$ 147,361	\$ 172,426	\$ 211,211	\$ 243,223
U.K. Concrete Pumping - Camfaud revenue (pre-acquisition)	45,685	30,330	8,357	-
O'Brien revenue (pre-acquisition)	11,182	13,363	13,796	6,990
Revenue Pro Forma for Acquisitions	204,228	236,519	233,364	250,213
Constant currency adjustment ⁽ⁱ⁾	(5,000)	(814)	3,277	1,110
Adjusted Revenue Pro Forma for Acquisitions	\$ 199,228	\$ 235,705	\$ 236,641	\$ 251,323
Net Income Pro Forma for Acquisitions				
Net income, reported	\$ 3,509	\$ 6,234	\$ 913	\$ 28,382
U.K. Concrete Pumping - Camfaud net income (pre-acquisition)	10,057	11,341	404	-
O'Brien net income (pre-acquisition)	3,702	4,799	4,909	267
Net Income Pro Forma for Acquisitions	17,268	22,374	6,226	28,649
Interest Expense Pro Forma for Acquisitions				
Interest expense, reported	\$ 20,492	\$ 19,516	\$ 22,748	\$ 21,425
U.K. Concrete Pumping - Camfaud interest expense (pre-acquisition)	575	365	588	-
O'Brien interest expense (pre-acquisition)	38	-	-	-
Interest Expense Pro Forma for Acquisitions	21,105	20,081	23,336	21,425
Income Tax Expense Pro Forma for Acquisitions				
Income tax expense / (benefit), reported	\$ 2,020	\$ 4,454	\$ 3,757	\$ (9,784)
U.K. Concrete Pumping - Camfaud income tax expense (pre-acquisition)	-	141	87	-
O'Brien income tax expense (pre-acquisition)	-	-	-	-
Income Tax Expense Pro Forma for Acquisitions	2,020	4,595	3,844	(9,784)
Depreciation and Amortization Pro Forma for Acquisitions				
Depreciation and amortization, reported	\$ 20,603	\$ 22,310	\$ 27,154	\$ 25,623
U.K. Concrete Pumping - Camfaud depreciation and amortization (pre-acquisition)	3,607	3,984	1,025	-
O'Brien depreciation and amortization (pre-acquisition)	-	-	93	43
Depreciation and Amortization Pro Forma for Acquisitions	24,210	26,294	28,272	25,666
EBITDA Pro Forma for Acquisitions	64,604	73,344	61,678	65,956
EBITDA adjustments:				
Debt refinancing costs	\$ 964	\$ 691	\$ 5,401	\$ -
Acquisition costs	290	3,644	4,343	7,590
One-time employee costs ⁽ⁱⁱ⁾	-	29	997	-
Other adjustments ⁽ⁱⁱⁱ⁾	2,461	4,761	4,964	9,190
Constant currency adjustment ⁽ⁱ⁾	(1,626)	(247)	1,031	652
Adjusted EBITDA Pro Forma for Acquisitions	\$ 66,692	\$ 82,222	\$ 78,414	\$ 83,388
Capex Pro Forma for Acquisitions				
Maintenance Capex	12,438	19,311	12,747	20,644
Growth Capex	17,283	11,323	10,484	7,325
Pro Forma Total Capex	29,721	30,634	23,231	27,969

Note: CPH's U.K. segment (Camfaud) was acquired in November 2016 and is consolidated in the fiscal year 2016 and 2017 financial statements. Financial results of Camfaud are captured separately prior to this date and are labeled as "pre-acquisition" and are consolidated within CPH's "reported" financials for periods after November 2016. O'Brien was acquired in April 2018 and its financial results are included as "pre-acquisition" financials for 2018, 2017, 2016 and 2015.

(i) Constant currency based on a GBP to USD exchange rate of 1.370.

(ii) One-time employee costs include severance, relocation, hiring and recruiting expenses.

(iii) Other adjustments include management & board fees, transaction-related and other non-ordinary course legal fees, stock option expense, start-up costs, and other transaction-oriented, project-oriented, normalizing and non-operating income/expense items.

Reconciliation of CPH Net Income to Adjusted EBITDA (cont'd)

(\$000s)	Quarter Ending January 31,	
	2018	2019
Net Income	\$17,558	(\$26,205)
Interest Expense, Net	5,087	7,236
Income Tax (Benefit) Expense	(13,544)	(6,957)
D&A	5,950	11,087
Reported EBITDA	\$15,051	(\$14,839)
Loss on Debt Extinguishment	-	16,395
Transaction Expenses	8	14,167
Other (Income) Expense	(12)	(17)
Other adjustments ⁽ⁱ⁾	1,324	1,442
Adjusted EBITDA	\$16,371	\$17,148

⁽ⁱ⁾ Other adjustments include severance expenses, senior executive relocation costs, recruiting costs and non-cash expenses such as stock based compensation.



Reconciliation of Capital Net Income to Capital Adjusted EBITDA

(\$000s)	Fiscal Year Ending December 31,			Quarter Ending March 31,		LTM
	2016	2017	2018	2018	2019	Q1 2019
Net Income	\$13,551	\$11,677	\$14,247	\$3,415	\$4,184	\$15,016
Interest Expense	769	721	628	142	147	633
Interest Income	(34)	(20)	(39)	(7)	(13)	(45)
Misc. Income	-	-	(27)	-	-	(27)
D&A	8,434	9,548	10,943	2,558	2,887	11,272
Reported EBITDA	\$22,720	\$21,927	\$25,752	\$6,108	\$7,205	\$26,848
Adjustment for Normalized Level of Gain on Sale	(1,161)	(1,744)	(2,794)	(701)	(102)	(2,195)
Normalized Repairs and Maintenance Expense	(52)	299	(265)	(61)	(81)	(285)
Bad Debt Expense Reversal	-	-	(77)	-	-	(77)
Owner Compensation ⁽ⁱ⁾	90	67	68	23	23	68
Accounting Fees	(34)	(25)	(63)	(6)	(16)	(73)
Other Adjustments ⁽ⁱⁱ⁾	272	193	162	203	(55)	(95)
Capital Adjusted EBITDA	\$21,835	\$20,718	\$22,783	\$5,566	\$6,974	\$24,190

(i) Current Owner of Capital will not remain with the Company post-transaction. Existing management team will continue to run Capital post-transaction.

(ii) Other Adjustments include rent expense related to the Austin office (which will not be included in the transaction), removal of taxes from G&A, general bonus accrual, health insurance shift true-up and other non-recurring or one-off items.

