



Wake County
Board of Education
FACILITIES & OPERATIONS
PRECIS

Subject

MASTER LEASE AGREEMENT ANNUAL LEASE PAYMENT: PACIFIC MOBILE STRUCTURES, INC.

Department, Board/Staff Liaison(s), and any Presenters from Outside the District

Mark Strickland, Chief Facilities & Operations Officer
David Burnett, Assistant Superintendent, Facilities Design & Construction

Main Points

Master Lease Agreements are the formal terms and conditions for leasing mobile and modular units. When units are needed, the holder of the master lease agreement is asked to provide lease rates for the requested units. Units are then leased using an asset and rate schedule that references the terms of the master lease agreement. A sample master lease agreement is attached. Originally, Sustainable Modular Management, Inc., provided units under a master lease agreement. Pacific Mobile Structures, Inc. assumed Sustainable Modular Management Inc. The duration of this master lease agreement is from July 1, 2025, through June 30, 2028. Wake County Board of Commissioners' approval is required per G.S. 115C-530. A draft resolution is attached for reference. The lease is for one building with six classrooms and a Family & Consumer Science Lab located at Holly Springs High School.

Fiscal Implications

The total cost of the lease over three years is \$133,200.00. Funding will be encumbered annually in the amount of \$44,400.00 from the local operating budget.

Savings

None.

Recommendation for Action/Next Steps

Board approval is requested.



Purchase Order Requisition Form

Dept. Requisition No.	Date: <u>4/10/2025</u>	Purchase Order No.
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Vendor No:		School/Dept. No:	<u>940</u>
Vendor:	<u>Pacific Mobile Structures, Inc.</u>	Department:	<u>Facilities, Design & Construction</u>
Address:	<u>1554 Bishop Rd.</u> <u>Chehalis, Washington 98532</u>	Address:	<u>111 Corning Road</u> <u>Cary, North Carolina 27518</u>
Attention:	<u>Casey Sullivan</u>	Attention:	<u>Carrie Johnson-Dobbs</u>
		Email:	<u>cjohnsondobbs@wcpss.net</u>
		Mobile Phone:	
		Direct Phone:	<u>919.588.3574</u>

Modular Leases - 0024	Board Date:
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Item	Quantity	Units	Description	Unit Price	Cost Code	Net Amount
01	1.00		Modular Leases FD&C Operating Funds-2025- 2026 FY Annual Lease Payment	\$44,400.00	02.6570.801.327.0198.0840.000	\$44,400.00

WCPSS as an agent to Wake County

Requestor's Signature	Date
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Budget Manager's Signature approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed	Date	NET TOTAL	\$44,400.00
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Leadership Team Member/or Chief Signature approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed	Date
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LEASE AGREEMENT

This Lease Agreement is made this 1st day of July, 2025, by and between the Wake County Board of Education ("Lessee") and Pacific Mobile Structures, Inc. authorized to do business in North Carolina with its principal office at 1554 Bishop Road, Chehalis, WA 98532-8710 ("Lessor").

RECITALS

WHEREAS, Lessee is a local board of education working to provide public schools within its local school administrative unit as directed by law.

WHEREAS, Lessor is a Washington corporation in good standing in the business of leasing mobile/modular classroom units and associated equipment and services.

WHEREAS, Lessor wishes to lease to Lessee and Lessee may wish to lease from Lessor certain mobile/modular classroom units and associated equipment and services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

Asset(s). All of the personal property, including the mobile/modular classroom units, all associated equipment, handicapped doorknobs, dual lights on handicapped ramps, installation and removal services, and/or maintenance listed on any Schedule or provided as part of Basic Services.

Asset Schedule ("Schedule"). The document executed by Lessor and Lessee specifying the Asset(s) to be leased and the locations at which they will be installed by Lessor and the dates upon which they will be installed and removed by Lessor.

Commencement Date. The date(s) Lessee's obligation to pay Rent begins, which will be the following date for each Asset: The date that Lessor has (1) completed delivery of the Asset, (2) completed installation of the Asset, including block, level and tie down, (3) provided Lessee with a key to the Asset by delivering a key to the principal of the school at which the Asset has been installed, and (4) obtained the signature of the principal of the school at which the Asset has been installed indicating that the principal possesses the key to the Asset.

Initial Schedule Term. The period initially agreed to constitute the lease period for a particular Asset as set forth in any individual Schedule attached to and incorporated within this Lease Agreement.

Schedule Term. For each Asset shall include the Initial Schedule Term and any Renewal Schedule Terms.

Rate Schedule. The document specifying the rental rate, the delivery and installation rate, and the removal rate for each Asset to be leased by the Lessee from the Lessor

pursuant to this Lease Agreement. A Rate Schedule particular to each Asset Schedule shall be attached to each Asset Schedule to which it applies. The rates specified in the Rate Schedule shall not be modified upward at any time during the term of any Asset Schedule or during any automatic renewal period to which the Rate Schedule is attached. The Rate Schedule shall be modified downward as the cost of leasing the Assets declines.

Renewal Schedule Term. During, any period subsequent to the Initial Schedule Term, any Renewal Schedule Term may be terminated by Lessee with thirty (30) days written notice to Lessor.

Rent. The payment by Lessee to Lessor of money for the lease of any Asset(s) and provision of services covered by a Schedule and this Lease Agreement.

2. SCHEDULES. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, subject to the terms and conditions of this Lease Agreement, the Rate Schedule, and any Schedule, the Asset(s) described in each Schedule. Each Schedule constitutes a separate agreement between the parties and incorporates in full the terms and conditions of this Lease Agreement. Lessor shall not deliver or install any Asset that is not authorized by a Schedule attached to and incorporated within this Lease Agreement.

3. SCHEDULE TERM. The Initial Schedule Term for each Schedule shall be as set forth thereon. Until either party provides the other with thirty (30) days prior written notice of termination, Renewal Schedule Terms of each Schedule shall extend automatically, at the rate provided in the Rate Schedule, for successive one-month terms beyond the expiration of the Initial Schedule Term. All Initial and Renewal Schedule Terms shall automatically terminate on June 30 of the last year of the term of this Lease Agreement subject to the terms of Paragraph 11 of this Lease Agreement. Any Renewal Schedule Term may be terminated by Lessee with thirty (30) days written notice to Lessor.

4. PAYMENT and COMPENSATION. The Lessor shall be compensated, if at all, according to the Rate Schedule attached to the applicable Asset Schedule attached to this Lease Agreement, this Paragraph, and the applicable Schedule. The Rate Schedule shall itemize the cost of renting an Asset for a period of one month, the cost of delivery of an Asset to a location designated by Lessee, the cost of installing an Asset at a location designated by Lessee, and the cost of removing an Asset from the Lessee's property. Each Schedule shall specify the Asset(s) to be leased by Lessee from the Lessor and shall specify any delivery, installation or removal or other services to be provided by Lessor to Lessee. Each Schedule shall also specify the maximum compensation authorized for the work and Asset rental specified in the Schedule. The Lessee shall pay Rent to Lessor for work performed and Assets leased pursuant to a Schedule in the amount of either (1) the actual value of the services authorized by the Schedule and performed by the Lessor at the rate specified in the Rate Schedule or (2) the maximum compensation authorized by the Schedule authorizing the work and Asset rental, whichever is lower, unless the parties have agreed in writing in advance of the Lessor's

performance of any work or delivery and installation of any Asset to some alternative compensation. The Lessor shall not be compensated for any work or services performed or any Asset delivered to Lessee without specific authorization in a Schedule. The payments itemized on Lessor's invoices to Lessee for Assets identified in a Schedule and leased, delivered, installed and accepted by Lessee are due within forty-five (45) days from Lessee's receipt of invoice so long as those payments are in accord with the Rate Schedule attached to the particular Asset Schedule, but Lessee shall endeavor to pay within thirty (30) days of Lessee's receipt of invoice. Lessee is not responsible for taxes on the Asset(s) or services provided under this Agreement, nor for any expenses not specifically itemized in the Rate Schedule incorporated within this Lease Agreement.

5. NONAPPROPRIATION. Lessee agrees, if necessary, to duly request the appropriation of funds for all payment amounts specified in this Agreement. Notwithstanding anything to the contrary herein, if the funds Lessee requests for a fiscal year are not appropriated, Lessee will not be obligated to pay amounts due beyond the end of the last funded fiscal year. If a nonappropriation of this kind occurs, Lessee will notify Lessor, the Agreement will terminate at the end of the last fiscal year for which funds were appropriated, Lessor may remove the Asset(s), and Lessee will not be in default notwithstanding the default provisions that might otherwise appear herein. The initial fiscal year relevant to this Lease Agreement begins on **July 1, 2025** and ends on **June 30, 2026**; each subsequent fiscal year that may be relevant to this Lease Agreement also begins on July 1 and ends the next June 30. Notwithstanding anything herein to the contrary, Lessee shall be responsible for all rental payments and charges authorized by Lessee prior to the end of the Fiscal Year.

6. BASIC SERVICES. In addition to its delivery, installation and removal of Asset(s), Lessor will provide the following Basic Services under this Agreement. Lessor shall, in performing Basic Services, exercise the highest degree of care and perform such services in an expert fashion.

a. REPAIRS AND PARTS. Lessor promptly will make adjustments and repairs necessary to keep Asset(s) in good operating condition (including such adjustments or repairs required during initial installation) provided, however, that Lessor's obligation to make adjustments and repairs necessary shall not apply to defects or damage caused by Lessee's neglect or improper maintenance. Parts required for repair may be new, reprocessed, or recovered, but shall be of sufficient quality to enable the Asset(s) to provide complete and efficient service without requiring an unreasonable amount of repairs or adjustments.

Lessee, however, will be responsible for the replacement of light bulbs and HVAC filters, and janitorial services per the Lessee's traditional replacement schedule and janitorial services schedule. Lessee shall maintain reasonable control over HVAC controls in each classroom. Lessee shall only use the Assets for their intended school purposes. Notwithstanding the above, Lessor shall provide and maintain all appropriate HVAC

equipment that maintains indoor air quality such that CO2 levels meet the educational and environmental standards in accordance with ASHRAE guidelines. In the event that air quality concerns arise, Lessor shall provide an industry-standard report to confirm the air quality meets the standards referenced above.

Except as provided in Paragraph 7 and that the Asset provided pursuant to this Agreement shall be in good operating condition when it is installed by Lessor and shall be maintained by Lessor throughout the lease term in good operating condition, there are no other warranties, express or implied, provided by Lessor.

b. HOURS. Lessor will provide Basic Services during the hours from 8:00 A.M. to 5:00 P.M., Monday through Saturday. Basic Services shall cover all repairs and adjustments required, including, but not limited to, those required as a result of normal wear and tear or defects in materials or workmanship including the use of options, accessories, or other items connected to the Asset(s). The schedule for performing Basic Services shall be designed to maximize equipment performance, efficiency and use by Lessee. The Basic Services provided shall not violate or in any way infringe on the rights of third parties.

c. REMEDY. If Lessor does not maintain the Asset(s) as described above, Lessee may, at its option, require Lessor to replace the Asset(s) with an identical product or another product of equal or greater capabilities. This replacement product shall be subject to these same terms and conditions, and in no event will Lessee be required to pay additional amounts in connection with the replacement product. If Lessor does not make prompt repairs to keep the Asset in good working condition, either within 14 calendar days or an agreed-upon schedule acceptable to the Lessee, then Lessee may self-perform any necessary repairs and either request payment from Lessor or apply back charges to the next available lease payment to Lessor.

d. INSTALLATION. Lessor shall complete “block, level, and tie down” and complete trim work as part of its installation of each Asset.

e. KEYS. After Lessor has completed the installation services for each Asset, Lessor shall deliver the keys to the mobile classroom unit to the principal of the school at which the Asset was installed. Lessor shall provide the principal with an opportunity to review the installed Asset and obtain the principal’s signature indicating that the principal accepted the keys to the Asset. Lessor shall provide to the principal one key for each door on each Asset installed. The Lessor shall provide additional keys if available to each Asset to Lessee at Lessee’s request without cost to Lessee. Lessor shall not assess any fees for lost keys, and Lessee will make its best effort to keep all keys issued to it in known locations.

f. REMOVAL. Within thirty (30) days after the expiration of this Lease Agreement or any Schedule Term, Lessor shall remove any Asset(s) no longer covered by an effective Schedule from Lessee's property. Lessee will make its best efforts to remind Lessor of the expiration of this Lease Agreement or any Schedule Term in writing within thirty (30) days of such expiration. Lessor shall also keep its own records regarding the expiration of this Lease Agreement or any Schedule Term and shall not rely upon any reminders from Lessee. Lessor shall fence off the area needed to perform its removal obligations during the removal process, shall remove all debris from the removal site. In the event leaving the site in a condition that is safe for young children and others on school property requires Lessor to leave the property in a condition other than that existing prior to installation of the Asset, Lessee shall reimburse Lessor for the reasonable additional costs and expenses incurred. Lessor shall be responsible for any injuries or deaths resulting from debris left on the site by Lessor after Lessor's removal of any Asset from Lessee's property or from any dangerous condition left by Lessor on the site after Lessor's removal of any Asset from Lessee's property. Lessor shall hold harmless, defend and indemnify Lessee from any and all liability, loss, costs, damage, judgment or expense (including reasonable attorney's fees) resulting from or arising in any way out of any such claims based upon, or the result of Lessor's failure to comply with the terms of this Subparagraph.

6.1. LIQUIDATED DAMAGES. If the Lessor shall neglect, fail or refuse to complete installation of any Asset, including "block, level and tie down" and all trim work, by the deadline established for installation of the Asset in the Schedule, then the Lessor does hereby agree, as a part of the consideration for the award of this contract, to pay to the Lessee the amount hereinafter specified, not as a penalty, but as liquidated damages for each and every calendar day after the time stipulated in the Schedule for completion of installation of the Asset.

For each consecutive calendar day that any Asset is not completely installed, including "block, level and tie down" and all trim work, after the deadline established for installation of the Asset in the Schedule, as may be extended by written agreement between the parties, the Lessor shall pay to the Lessee or the Lessee will retain from the compensation otherwise to be paid to the Lessor the sum of **\$250** as liquidated damages. The parties agree that this liquidated damages sum is a reasonable and proper estimate of the damages which the Lessee will sustain per day by the failure of the Lessor to complete installation of the Asset as agreed upon, the inability of the Lessee to utilize the Asset and its site fully, and the disruption to the school and learning environment. This sum is set and agreed upon because the Lessor and Lessee recognize the injury to the Lessee that could result from the Lessor's failure to complete installation of any Asset by the deadline established in the Schedule is uncertain and cannot be computed exactly.

Should the Lessor neglect, fail or refuse to complete installation as described above of more than one Asset by the deadlines established for installation of each such Asset in the applicable Schedule, as may be extended by written agreement between the parties,

the amount of liquidated damages set forth above shall be aggregated such that the Lessor pays to the Lessee or the Lessee retains from the compensation otherwise to be paid to the Lessor the aggregate sum of **\$250** per Asset per calendar day that each such Asset is not completely installed after the deadline established for its installation in the applicable Schedule.

This provision of liquidated damages does not bar the Lessee's right to enforce other rights and remedies against the Lessor, including but not limited to specific performance or injunctive relief or any remedy, subject to provisions identified in Paragraphs 13, 14 and 16 of this Lease Agreement. In no way shall costs for liquidated damages be construed as a penalty to the Lessor.

7. WARRANTY AND GUARANTEE. Lessor warrants and guarantees that the Asset(s) leased to Lessee will provide excellent performance without the need for unreasonable repair, adjustment or servicing. If an Asset does not fully satisfy the specifications required by Lessee, Lessor shall repair or replace the Asset such that it satisfies or exceeds the specifications required by Lessee; provided, however, that Lessor shall not be required to repair or replace the Asset resulting from the neglect or improper maintenance by the Lessee. Lessor shall not be required to replace the Asset if it can be repaired to the Lessee's reasonable satisfaction. The Lessee shall not unreasonably withhold its approval of a repair. Lessor shall commence and make its best efforts to complete such repairs or replacements within five (5) days of written notice by Lessee that the Asset does not satisfy the specifications required by the Lessee. This Warranty and Guarantee shall be effective during the term of this Agreement and any renewals or extensions of this Agreement. Without in any way altering the warranty provided in this paragraph, Lessor and Lessee acknowledge that if Lessee issues written directives to Lessor that are not part of the original structure or the sealed foundation plans and are in violation of local building codes, Lessee will be responsible for any costs required to modify Lessee's directive to bring it into compliance with local building codes.

8. AUTHORITY. Lessor is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington. Lessor has all necessary corporate power and authority to enter into and perform this Agreement.

9. INSURANCE.

LESSOR'S INSURANCE. Lessor has obtained and shall maintain insurance to sufficiently protect Lessor and Lessee from any and all potential claims or damages, including but not limited to Worker's Compensation, Comprehensive General and Contractual Liability Insurance in no event less than the amount of \$1,000,000 or more for each occurrence with an insurer having a "Best Policyholders" rating of B+ or better. Lessor has also obtained and shall maintain Commercial Property Insurance protecting the Asset(s) against all loss and damages, at full replacement cost. Lessee shall be named as an additional insured on the Certificate of Insurance. Copies of certificates of insurance shall be provided to Lessee and shall include the following:

- a. Name of insurance company, policy number, and expiration date;
- b. The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Lessor);
- c. A statement indicating that Lessee shall receive thirty (30) days' notice of cancellation or significant modification of any of the policies which may affect Lessee's interest;
- d. A statement confirming that Lessee has been named an additional insured (except for Workers' Compensation) on all policies; and

LESSEE'S INSURANCE. After the Lessor has (1) completed delivery of the Asset, (2) completed installation of the Asset, including block, level and tie down, (3) provided Lessee with a key to the Asset by delivering a key to the principal of the school at which the Asset has been installed and (4) obtained the signature of the principal of the school at which the Asset has been installed indicating that the principal possesses the key to the Asset, the Lessee shall provide Commercial Property Insurance to protect the Asset against all loss and damages, shall have the Asset covered under the general liability policy covering the location at which the Asset was installed, and shall retain such insurance until the date and time that Lessor's obligation to remove the Asset is triggered under the terms of this Agreement. Lessor shall be named as an additional insured on any commercial property insurance procured to protect the asset. Lessor shall provide to Lessee at the start of the Initial Schedule Term Lessor's value of the Asset as guidance for Lessee in procuring property insurance coverage.

10. TITLE, RISK AND RELOCATION. The title to the Asset(s) shall remain with Lessor. Lessor shall bear the risk of loss for the Asset(s) prior to the Commencement Date and following the expiration of this Lease Agreement or any Schedule Term and Lessee shall bear the risk of loss for the Asset(s) subsequent to the Commencement Date and until the expiration of this Lease Agreement and/or any Schedule Term. If the Asset(s) are damaged or destroyed, Lessee shall i) repair and/or replace the Asset(s) or ii) assign the insurance proceeds for up to the value of the Asset(s) received by it to Lessor (unless Lessor receives payment directly from the Lessee's insurance company). Lessor reserves the right of inspection of the Assets during non-school hours at a mutually convenient time after written notice to Lessee. Assets shall not be removed from place of installation unless relocated by Lessor. Lessee shall make no material alterations to the Asset without written notice to Lessor which shall not be unreasonably denied or delayed.

11. TERM. This Agreement shall be for the time period between **July 1, 2025** and **June 30, 2028**, unless terminated earlier as provided herein. The parties may renew this Agreement only by separate written agreement or addendum hereto, which must be executed by both parties. Unless either party provides notice at least 30 days before the

end of the lease term of its intention not to renew the lease, the lease term and any Initial or Renewal Schedule Term will be renewed automatically on a month-to-month basis at the same price and on the same terms and conditions. Billing will occur at the same frequency as the original lease. During this renewal period, either side may terminate this Agreement upon at least 30 days notice.

12. INDEMNIFICATION. Lessor shall indemnify, defend and save harmless Lessee against any and all claims, actions, demands, costs, damages, loss or expense of any kind whatsoever resulting from or connected with any negligent acts or omissions under this Agreement by Lessor, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by Lessee in connection with the defense of said matters. Lessee shall not in any event, be liable in damages for business loss or other incidental, indirect, special, punitive or consequential damages of whatever kind or nature, regardless of the cause of such damage, and Lessor, and anyone claiming by or through it, expressly waives all claims to such damages. Lessee shall indemnify, defend, and save harmless Lessor against any and all claims, actions, demands, costs, damages, loss or expense of any kind whatsoever resulting from the negligent acts or omissions of the Lessee during the period between the Commencement Date and the termination of this Lease Agreement and/or any Schedule Term.

13. EVENTS OF DEFAULT. This paragraph shall not limit Lessee's right to terminate this Agreement as provided in the foregoing sections of this Agreement. The occurrence of any one of the following events shall constitute an event of default allowing either party to terminate this Agreement thirty (30) days after written notice to the other party if the other party has not cured the default before the expiration of the thirty-day notice period:

a. A party's failure to provide payment or services required under this Agreement or a party's material breach of its obligations under this Agreement and a failure to cure such failure or breach within thirty (30) days after written notification of such failure or breach.

b. A party's unauthorized transfer or assignment of this Agreement or any rights or obligations under this Agreement.

c. A party or any agent or employee of that party commits, during the course of performance of any activity for or on behalf of the other party, any act punishable by fine or imprisonment under state or federal law.

d. A party or any agent or employee of that party commits an act or omission, in the course of its performance hereunder, that endangers or threatens the health and safety of others.

e. A party or any agent or employee of that party commits an act of fraud, defalcation, or dishonesty, or any act or omission or series of acts or omissions which singly or together constitute an unfair or deceptive act or practice.

f. Any discovery that any material representation by a party is materially misleading or inaccurate, or a party's failure to perform any material covenant, obligation, term or condition contained in this Agreement.

g. A party's cessation of doing business as a going concern, assignment for the benefit of creditor's, admission in writing of its inability to pay debts as they become due, filing of a petition in bankruptcy or appointment of a receiver, acquiescence in the appointment of a trustee or liquidator of it or any substantial part of its assets or properties.

14. RIGHTS UPON TERMINATION. Upon the occurrence of an event of default, the non-offending party shall have the right to terminate the Agreement upon thirty (30) days written notice to the other party, and seek all legal and equitable remedies to which it is entitled, including but not limited to refunds for amounts paid and including the Lessor's right of repossession and other remedies in accordance with North Carolina law. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedies available to it

15. ATTACHED SCHEDULES. The parties acknowledge that one or more specified Asset Schedules and Rate Schedules have been provided to them with this Agreement. These Schedules, which provide additional terms relevant to the transactions covered hereunder, are hereby fully integrated into this Agreement.

16. LESSEE'S REMEDIES. Upon the occurrence and continuance of any Event of Default, Lessee may, after reasonable notice to Lessor of its intentions, surrender possession of the Asset(s) to Lessor, terminate this Agreement, and/or extinguish any further obligation to make payments hereunder. No right or remedy herein conferred upon or reserved to Lessee is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. The parties specifically agree that Lessee's assessment of Liquidated Damages as provided in Paragraph 6.1 does not bar the Lessee's right to enforce other rights and remedies, including those identified in this Paragraph and Paragraph 14, against the Lessor, should Lessor fail to cure and correct such deficiency and continue such corrections or neglect after thirty (30) days written notice from Lessee of such failure or breach. In no way shall liquidated damages be construed as a penalty to the Lessor.

17. NOTICE. Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after

being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

If to Lessee: Wake County Public School System
c/o Director of Strategic Projects
111 Corning Road, Suite 190
Cary, North Carolina 27518

If to Lessor: Pacific Mobile Structures, Inc
1554 Bishop Road
Chehalis, WA 98532-8710

18. APPLICABLE WAKE COUNTY BOARD OF EDUCATION POLICIES. Lessor acknowledges that the Wake County Board of Education has adopted policies governing its relationship with vendors and conduct on School System property and agrees to abide by any and all relevant WCPSS policies during the term of the Agreement and while on School System property. WCPSS's policies can be viewed at <https://www.wcpss.net/Page/45862> and are incorporated into this Agreement by reference.

18. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS. Lessor acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. The Lessor shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Lessor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. The Lessor shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Lease Agreement prior to the commencement of such services or the delivery of such goods. The Lessor shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Land Surveyor's execution of the Contract and prior to performing any services on School System property. In addition, the Lessor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant

to this Lease Agreement. The Lessor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Lease Agreement. The Lessor shall not assign any individual to deliver goods or provide services pursuant to this Lease Agreement if said individual appears on any of the listed registries. The Lessor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Lessee upon request. The Lessor specifically acknowledges that the Lessee retains the right to audit these records to ensure compliance with this section at any time in the Lessee's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Lease Agreement. In addition, the Lessee may conduct additional criminal records checks at the Lessee's expense. If the Lessee exercises this right to conduct additional criminal records checks, the Lessor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Lessee for all contractual personnel who may deliver goods or perform services under this Lease Agreement. The Lessor further agrees that it has an ongoing obligation to provide the Lessee with the name of any new contractual personnel who may deliver goods or provide services under the Lease Agreement. The Lessee reserves the right to prohibit any contractual personnel of the Lessor from delivering goods or providing services under this Lease Agreement if the Lessee determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement.

19. ANTI-NEPOTISM. Unless disclosed to the School System in writing prior to the Board's approval and execution of the Agreement, Lessor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Wake County Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Lessor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Lessor shall immediately disclose the family relationship in writing to the Superintendent. Unless disclosed prior to the execution of the Agreement or formally waived by the Wake County Board of Education at a Board meeting, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Lessor.

20. LESSOR'S REPRESENTATIONS. Lessor represents that as of the date of this

Agreement, Lessor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Lessor also represents that as of the date of this Agreement, Lessor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Lessor is duly qualified to do business in North Carolina. If Lessor is a business entity that is not registered in North Carolina, prior to beginning the services described by this Agreement, Lessor shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Lessor is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

21. SALES AND USE TAX. Vendor shall be responsible for complying with any applicable sales and use tax obligations imposed by Chapter 105, Article 5 of the North Carolina General Statutes.

22. NO THIRD PARTY BENEFICIARIES. Nothing herein is intended or shall be construed to confer upon or to give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under this Agreement.

23. SEVERABILITY. Unless otherwise expressly provided herein, the rights of the parties hereunder are several rights, not rights jointly held with each other or with any other party. Any invalidity, illegality or limitation of the enforceability of any part of this Agreement, whether arising by reason of law or otherwise, shall in no way affect or impair the validity, legality or enforceability of this Agreement in all other respects.

24. FORCE MAJEURE. Neither party shall be liable for damages to the other by reason of any failure of performance hereunder if such failure arises out of the acts of governmental authority, acts of God, acts of the public enemy, acts of civil or military authority, governmental priorities, fires, flood, strikes or union activity, labor or material unavailability caused by acts of God or governmental actions, unavailability of energy resources, riots, war, or events of similar nature. Any party experiencing such an event shall give as prompt notice as possible under the circumstances and such protection from liability shall last only for the duration of the event of such *force majeure*. The completion schedule for the Asset may be extended for such reasonable time as the circumstances dictate upon receipt of adequate documentation of the delay. In the event a school facility is damaged by fire, weather, or by events of a similar nature to those described in this paragraph and this substantially prevents Lessee's use of Lessor's Asset(s) or services, Lessee shall have the option of suspending payments due under the Agreement for the time period use is substantially prevented or terminating the Agreement immediately without penalty or further lease payments.

25. OTHER DELAYS. Neither party shall be liable to the other for damages by reason of any failure of performance hereunder if such failure arises out of delays by Lessee, including obtaining any permits or regulatory approval required to be obtained by the Lessee, or delays in site preparation being performed by others.

26. DAMAGE TO UNITS. Lessor is responsible for any vandalism damages prior to the Commencement Date and following the expiration of this Lease Agreement or any Schedule Term. Lessee is responsible for any vandalism damage or damages from abuse subsequent to the Commencement Date and until the expiration of this Lease Agreement and/or any Schedule Term. Neither Lessee nor Lessor shall be responsible for damages caused by third parties who install any exterior structures to the Assets, such as decks, ramps or awnings. Lessee agrees to pursue claims against parties against whom the Lessee has a clear legally viable claim and with whom the Lessee has a binding contract if such party contractors damage the Asset during their installation of exterior structures such as ramps and awnings to the Asset. Lessee is responsible for providing general janitorial services associated with the Assets during the period between the Commencement Date and the expiration of this Lease Agreement or any Schedule Term whichever is sooner. If and when Lessee identifies a leak in the structure of an Asset, Lessee shall promptly notify the Lessor of such leak and Lessor shall promptly repair it. Lessee shall make the Assets available to Lessor for removal at the end of the lease term in a condition similar to that of the Assets when they were delivered, normal wear and tear excluded.

27. UNIT REMOVAL. Lessee is responsible for tear down and removal costs at a price to be mutually agreed to by the parties that shall be based upon and equitable adjustment to the then current tear down and removal prices at the time the units were delivered. Tear down and removal includes unblocking, unanchoring, wrapping and transporting buildings off the site, and removal of the debris from the Asset and from Lessor's tear down operations. Removal of items installed by others, Lessee installed items, including removal or capping of utilities, is by Lessee.

28. PERMITS. Lessor will provide all permits necessary for the manufacture and delivery of the Assets to the site. The Lessee shall obtain and be responsible for all permits pertaining to the installation, site work and occupancy.

29. SITE. Lessee will provide free and clear access for delivery, installation and removal of equipment by standard mobile transport vehicles. The Lessee will be solely responsible for preparation of the site on which the equipment is to be used, including any required structural or grade alterations, unless Lessor agrees to perform services in writing. The Lessee will provide firm and generally level ground with no more slope than is reasonable for safe and unobstructed installation for the equipment. Lessor shall provide Lessee with notice of any site conditions requiring corrections allowing reasonable time for Lessee to correct the site conditions without impacting Lessor's timely installation of the Asset.

30. ENVIRONMENTAL CONDITIONS. Lessor shall not be responsible for any and all environmental and/or subsurface conditions in, on, or around the project site, unless said condition was caused in whole or in part by Lessor. The storage or transportation of any hazardous substances in the asset is not permitted. The effects of such substances on the asset shall not be considered ordinary wear and tear. If the asset is determined to have been used to store any such hazardous substances, the Lessee will be required to purchase the equipment at the Lessor then current published sale price for used equipment. Standard cleaning products and materials used by students in school science labs shall not be deemed a hazardous substance pursuant to this section.

31. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. The Parties agree that scanned, faxed, and/or electronically transmitted copies of this Agreement will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Agreement and given the same legal effect as original signatures, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

32. WAIVER. No delay or omission by either party hereto to exercise any right or power hereunder shall be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained herein. All remedies provided for in this Agreement shall be cumulative and, in addition to any remedies available to either party at law, in equity or otherwise.

33. ASSIGNMENT. This Agreement may not be assigned without the written agreement of all parties, but if the same is assigned by agreement, it shall be binding on the assignee and their heirs.

34. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without regard to any principles of conflicts of laws that would make applicable the law of any other jurisdiction. Further, the parties irrevocably agree that any legal action or proceedings brought by or against them with respect to this Agreement or its subject matter shall be in the General Court of Justice in Wake County, North Carolina or in the United States District Court located in Wake County, North Carolina and, by execution and delivery hereof, the parties hereby irrevocably submit to each such jurisdiction and hereby irrevocably waive any and all objections which they may have with respect to such proceedings in any of the courts of North Carolina identified above.

35. BINDING. All provisions of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the parties, their respective heirs, representatives, successors, and assigns.

36. FURTHER ASSURANCES. The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated herein.

37. HEADINGS. The articles and section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

38. RELATIONSHIP OF PARTIES. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained herein shall be construed to (i) give any party the power to direct and control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make Lessor an agent of the Wake County Public School System for any purpose whatsoever except as otherwise agreed in writing by the parties hereto.

39. ENTIRE UNDERSTANDING. This Agreement contains the final expression of the parties' intent and the sole and entire understanding between Lessor and Lessee. The parties agree that any statements, representations, discussions, or documentation, whether made prior to or contemporaneously with the execution of this Agreement, have been merged into this Agreement and this Agreement fairly and comprehensively memorializes the final negotiated agreement between the parties. The Agreement shall not be modified or amended in any manner except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties to this agreement have hereunder set their respective hands on the day and year first above written.

LESSOR: **PACIFIC MOBILE STRUCTURES, INC.**

Signature line

Name: **Casey Sullivan**
Title: CFO

Signature line

Name: **Brian Schaefer**
Sales Director

LESSEE: **WAKE COUNTY BOARD OF EDUCATION**

J. Christopher Heagarty
Board Chair

Robert P. Taylor
Superintendent/Secretary

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a).

Finance Officer

Date

**WAKE COUNTY BOARD OF COMMISSIONERS
RESOLUTION APPROVING LEASE FOR MOBILE CLASSROOM UNITS**

WHEREAS, the Wake County Board of Education wishes to enter into an operational lease for mobile classroom units beginning with the 2025-26 school year pursuant to G.S. 115C-530 with Pacific Mobile Structures, Inc. in order to secure adequate classroom space at various schools throughout Wake County;

WHEREAS, the lease of mobile classroom units will have a lease term that is three years and could obligate the Wake County Board of Education to pay rental payments in the amount of \$133,200.00 over the 36-month lease period; and

WHEREAS, the Wake County Board of Education has approved the lease contingent upon the Commissioners' approval of the same;

WHEREAS, G.S. § 115C-530 requires that operational leases entered into by a local board of education for terms in excess of three years must be approved by a resolution adopted by the Board of County Commissioners; and

WHEREAS, the Wake County Board of Education shall be responsible for allocating sufficient funds from the local operating budget provided by the Wake County Board of Commissioners to make the lease payments for any mobile classroom units leased pursuant to this resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Wake County Board of Commissioners approves the proposed operational lease between the Wake County Board of Education and Pacific Mobile Structures, Inc. for mobile classroom units. The Wake County Board of Commissioners agrees to appropriate sufficient funds to the Wake County Board of Education in ensuing fiscal years to meet the lease obligations, so long as the amount the Wake County Board of Education shall be obligated to pay under that contract shall not exceed the amounts recited above. Said funds shall be a part of, and not in addition to, regular appropriations made to the Wake County Board of Education. Said funds obligated by this contract shall be budgeted by the Wake County Board of Education for this purpose, and the Wake County Board of Commissioners shall not be obligated to increase its annual appropriation to the Wake County Board of Education by the amount due under this lease.

Resolved, this ___ day of _____, 2025 by the Wake County Board of Commissioners.

Chair

ASSET & RATE SCHEDULE

Project: 2025 to 2026 Lease renewal for Pacific Mobile Structures, Inc.

This Asset & Rate Schedule is agreed upon this **1st day of July, 2025** between the Wake County Board of Education, Lessee, and **Pacific Mobile Structures, Inc.**, Lessor, pursuant to the terms of the Master Lease Agreement dated **July 1, 2025** ("Master Lease").

All the terms and conditions of the parties' Master Lease are fully incorporated herein and remain in full force and effect between the parties.

The following information identifies the mobile or modular classroom units (Assets) to be provided to Lessee by Lessor, the locations to which Lessor shall deliver each Asset, the dates upon which Lessor shall deliver and complete installation

of each Asset, the services and amenities shall the lessor provide with each Asset and the maximum compensation agreed upon for each Asset.

Location:	Holly Springs High School, Holly Springs, NC
Type:	6 Classroom with FACS Lab
Serial # /Unit #:	SMM-1442-1-9
Notice to Proceed Date:	
Setup/Trimout Completion:	
Estimated Lease Start Date:	
Actual Lease Start Date:	July 1, 2025
Current Lease End Date:	June 30, 2026
Asset Removal Date:	TBD
Master Lease Termination Date:	June 30, 2028

The following grids identify the rental rate(s) and fixed, one-time fee(s) associated with each mobile or modular classroom unit (Asset) to be provided by Lessor to the Lessee pursuant to the Master Lease and this Asset & Rate Schedule. Unless otherwise specified in this Asset & Rate Schedule, there shall be no conditions on the rate(s) and fee(s) identified herein.

Rental Rate(s)

The monthly Rental Rate for each Asset leased to Lessee pursuant to the Master Lease and this Asset & Rate Schedule shall be :		\$3,700.00
Property Tax:		\$0.00
Wake-County Tax:	2.50%	\$0.00
NC-State Tax:	4.25%	\$0.00
<i>(The monthly rental rate identified above guarantees provision of an Asset with all the amenities, features and dimensions specified in the Owner's and/or Architect's specifications.)</i>		
Additional features that shall be included as part of the rental fee with an Asset provided pursuant to the Master Lease and this Asset & Rate Schedule are:		
Any feature the parties agree shall not be included as part of the rental fee associated with an Asset provided pursuant to the Master Lease and this Asset & Rate Schedule shall be identified here:		
Total Monthly Rate:		\$3,700.00
<i>Total rate for Current Fiscal Period (2025-2026)</i>	12	\$44,400.00

Fixed, One-Time Setup Fee(s):

Delivery of the Asset to the location specified on the Asset Schedule	N/A
Installation of Footers (N/A if not included/\$0.00 if no cost)	Included
Block Level and Tie Down (N/A if not included/\$0.00 if no cost)	Included
Trim Work(electrical interconnection, fire caulk the corridor, corridor joints) (N/A if not included/\$0.00 if no cost)	Included
Provision of any other services or amenities not already included in the rental rate are awning	\$0.00
Changes Proposal: details of change	\$0.00
Sales Tax (6.75%)	\$0.00
Teardown and return delivery is to be at the price to be mutually agreed as per the Master Lease	TBD
Total of Fixed, One-Time Fee(s)	N/A

John Beavin
WAKE COUNTY PUBLIC SCHOOL SYSTEM
Senior Director Facilities Design & Construction

Name: Casey Sullivan
Pacific Mobile Structures, Inc.
Title: CFO

Mark Strickland
WAKE COUNTY PUBLIC SCHOOL SYSTEM
Chief Facilities and Operations Officer

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441 (a).

Finance Officer

Date

4/8/2025

Attachment A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE

Project Name: 6 Classroom with FACS Lab - Holly Springs High School, Holly Springs, NC

Check the appropriate box to indicate the type of check:

☐ BGS Initial

☐ Supplemental

☐ Annual

I, Brian Schaefer, Director of Pacific Mobile Structures, Inc. hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (**Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov>**). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

I attest that the forgoing information is true and accurate to the best of my knowledge.

Brian Schaefer

Brian Schaefer 4/07/25

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Nicholas Glover PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): E-MAIL ADDRESS: nicholas.glover@usi.com														
INSURED Pacific Mobile Structures, Inc. PO Box 1404 Chehalis, WA 98532	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 449">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 449 1433 478">INSURER A : National Union Fire Ins Co of Pitts, PA</td> <td data-bbox="1433 449 1563 478">19445</td> </tr> <tr> <td data-bbox="816 478 1433 508">INSURER B : Navigators Specialty Insurance Co.</td> <td data-bbox="1433 478 1563 508">36056</td> </tr> <tr> <td data-bbox="816 508 1433 537">INSURER C : New Hampshire Insurance Company</td> <td data-bbox="1433 508 1563 537">23841</td> </tr> <tr> <td data-bbox="816 537 1433 567">INSURER D : Great American E & S Insurance Company</td> <td data-bbox="1433 537 1563 567">37532</td> </tr> <tr> <td data-bbox="816 567 1433 596">INSURER E :</td> <td data-bbox="1433 567 1563 596"></td> </tr> <tr> <td data-bbox="816 596 1433 625">INSURER F :</td> <td data-bbox="1433 596 1563 625"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of Pitts, PA	19445	INSURER B : Navigators Specialty Insurance Co.	36056	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Great American E & S Insurance Company	37532	INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	9566289	06/01/2024	06/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	5717955	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	SF24EXCZ080A8IC	06/01/2024	06/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	WC014195905 (AOS-Incl Stop Gap) 014195906 (CA Only)	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Professional Combined Policy			PCME69239403	06/01/2024	06/01/2025	1M Occ/3M Agg/25K Ded 1M Occ/3M Agg/25K Ded Policy Agg: 3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wake County Public School System, and all other required parties are included as additional insureds on a primary and non-contributory basis as respects their interests in the operations of the named insured. A waiver of subrogation applies to all referenced parties if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Wake County and Wake County Board of Education 111 Corning Road, Suite 190 Cary, NC 27518	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 956-62-89

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2024
forms a part of Policy No. 571-79-55
issued to PACIFIC MOBILE STRUCTURES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

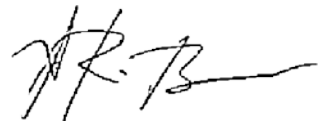
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS
LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to
add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as
an additional insured under this policy, as a result of any contract or agreement you enter into which
requires you to furnish insurance to that person or organization of the type provided by this policy, but
only with respect to liability arising out of use of a covered "auto". However, the insurance provided will
not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2024
forms a part of Policy No. 571-79-55
issued to PACIFIC MOBILE STRUCTURES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2024
forms a part of Policy No. 571-79-55
issued to PACIFIC MOBILE STRUCTURES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 06/01/2024

forms a part of Policy No. WC 014-19-5905

Issued to PACIFIC MOBILE STRUCTURES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

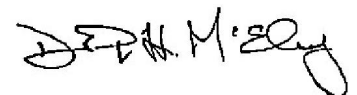
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 06/01/2024 forms a part of Policy No. WC 014-19-5905

Issued to PACIFIC MOBILE STRUCTURES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

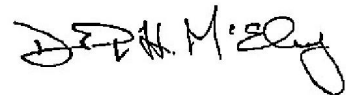
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:



WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____

Authorized Representative

Commercial Excess Liability Coverage Part

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout the policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any other person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotations in this policy have special meanings. Refer to SECTION V - DEFINITIONS.

SECTION I – COVERAGE

1. Insuring Agreement

A. Excess Liability

1. We will pay on behalf of the insured and in excess of "underlying limits" those sums the insured becomes legally obligated to pay as damages for "loss" to which this insurance applies. This insurance applies only if:
 - a. the "loss" is caused by an "event" that takes place in the coverage territory;
 - b. the "loss" occurs during the "policy period;" and
 - c. the "controlling underlying insurance" applies to the "loss."
2. If an aggregate limit of "controlling underlying insurance" is exhausted by the payment of judgments or settlements to which this insurance applies, or would have applied but for the amount of the damages, this insurance will apply in place of the "controlling underlying insurance" until we have paid our applicable Limits of Insurance.
3. When paragraph 2. above applies, ending the "controlling underlying insurance" obligations to investigate and settle claims or defend suits against the insured, we have the right and duty to investigate claims and defend suits which seek damages to which this insurance applies. Our right and duty to defend end when we have paid our applicable Limits of Insurance.
4. When paragraph 2. above does not apply, we have the right, but not the duty, to participate in the investigation or settlement of any claim or the defense of any suit against any insured.
5. We have the right, at our discretion, to settle any claim to which this insurance applies.
6. As respects paragraphs 3. and 4. above, "defense expenses" we incur in the investigation of any claim or defense of any suit will be paid in addition to the Limits of Insurance except when such costs reduce the limits of "controlling underlying insurance," in which case they will reduce our Limits of Insurance.
7. The amount we pay is limited. See SECTION III – LIMITS OF INSURANCE.

2. Exclusions

The EXCLUSIONS sections of the “controlling underlying insurance” are made part of this policy. If an inconsistency or contradiction exists between an Exclusion of this policy and an Exclusion of the “controlling underlying insurance” the Exclusion of this policy will apply.

However, in no case will coverage be excluded by the “controlling underlying insurance” and not excluded by this policy.

This insurance does not apply to any liability:

1. to which “controlling underlying insurance” does not apply;
2. for which coverage is provided by “controlling underlying insurance” at limits less than the limits of insurance applicable to other coverage provided by the “controlling underlying insurance” and less than “underlying limits;”
3. for “loss” which commenced prior to this “policy period,” whether or not such “loss” continues, progresses, changes or resumes during this “policy period;”
4. for damage to property you own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including the prevention of injury to a person or damage to another's property;
5. for damage to personal property in the care, custody or control of any insured;
6. arising out of any “aircraft products;”
7. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of “asbestos;”
8. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of “fungi” or bacteria;
9. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of “silica” or “silica related dust;”
10. arising out of any “employment practices” of any insured;
11. arising out of:
 - a. war, including undeclared or civil war;
 - b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
12. imposed under:
 - a. an uninsured or underinsured motorist, uninsured or underinsured boater, Medical Payments, Personal Injury Protection, No-Fault or any similar law;
 - b. a workers compensation, disability benefits, unemployment compensation or any similar law;
 - c. the Employee Retirement Income Security Act of 1974, any amendments thereto or any similar law.

SECTION II – WHO IS AN INSURED

The WHO IS AN INSURED section of the “controlling underlying insurance” is made part of this policy. Any person or organization that is an insured in “controlling underlying insurance” is an insured in this policy to the same extent.

SECTION III – LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, claims made or suits brought, or persons or organizations making claims or bringing suits.

1. The General Aggregate Limit is the most we will pay for the sum of all damages to which this insurance applies, except:
 - a. damages because of bodily injury or property damage included within any applicable products-completed operations hazard; or
 - b. damages arising out of the ownership, operation, maintenance or use of an automobile;
2. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages included within any applicable products-completed operations hazard;
3. Subject to paragraphs 1. and 2. above, the Each Event Limit is the most we will pay for all damages that arise out of any one “event.”

SECTION IV – CONDITIONS

The CONDITIONS sections of the “controlling underlying insurance” are made part of this policy. If an inconsistency or contradiction exists between the Conditions of this policy and the Conditions of the “controlling underlying insurance,” the Conditions of this policy will apply.

1. Appeals
At our discretion we may appeal any judgment which would result in a payment under this policy. When we do appeal, we will pay all costs associated with the appeal in addition to the Limits of Insurance. Any such appeal will not increase our Limits of Insurance.
2. Bankruptcy or Insolvency
Bankruptcy or insolvency of the insured or the insured’s estate will not relieve us of our obligations under this policy. Bankruptcy or insolvency of any company providing “controlling underlying insurance” will not reduce the “underlying limits” or increase our obligations under this policy. We will not be required to drop down or replace “controlling underlying insurance.”
3. Cancellation
 - a. The first Named Insured may cancel this policy at any time by providing us advanced written notice of the cancellation date.
 - b. We may cancel this policy at any time by providing the first Named Insured written notice of cancellation:
 - i. at least 10 days in advance if we cancel for non-payment of premium; or
 - ii. at least 30 days in advance if we cancel for any other reason:

- c. If the “controlling underlying insurance” is cancelled for any reason, this policy is also cancelled. Reinstatement of the “controlling underlying insurance” does not reinstate this policy unless reinstatement is endorsed hereon.

Return premium, if any, will be calculated per Condition 11. Premium. Proof of mailing will be proof of notice.

4. Non-Renewal

- a. We are not obligated to renew this policy. However, should we decide not to renew, we will provide the first Named Insured written notice of our decision at least 30 days prior to the expiration date shown in the Declarations.
- b. We will not restrict the terms or increase premium of this policy at renewal unless we have given the first Named Insured at least 30 days advanced notice of any such changes. However, no notice will be provided or required if a restriction in this policy results from a restriction applicable to “controlling underlying insurance.”
- c. The first Named Insured may non-renew this policy by:
 - i. providing advance written notice to us;
 - ii. rejecting our offer to renew; or
 - iii. failing to reply to our offer to renew.

Proof of mailing will be proof of notice.

5. Changes

This policy contains all of the agreements between you and us. This policy may only be changed by endorsements we issue.

6. Duties When There is an “Event,” Claim or Suit

- a. You must see to it that we and any other insurers who could provide coverage are notified as soon as practicable of any “event” which may be reasonably expected to result in a claim under this policy. To the extent possible, notice should include:
 - i. how, when and where the “event” took place;
 - ii. the names and addresses of any injured persons and witnesses; and
 - iii. the nature and location of any injury or damage arising out of the “event.”
- b. If a claim is made or suit is brought against any insured which may be reasonably expected to result in a claim under this policy, you must:
 - i. immediately record the specifics of the claim or suit and the date received; and
 - ii. notify us, and any other insurers who could provide coverage, as soon as practicable.
- c. You and any other involved insured must:
 - i. immediately send us, and any other insurers who could provide coverage, copies of any demands, notices, summonses or legal papers received in connection with a claim or suit which may be reasonably expected to result in a claim under this policy;
 - ii. authorize us to obtain records and other information;
 - iii. cooperate with us in the investigation or settlement of the claim, issues relating to coverage under this policy or defense against the suit; and
 - iv. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the injury or damage to which this insurance may apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than first aid, without our consent. Notice to us may be sent to our address shown in the Declarations.
7. Legal Action Against Us
No person or organization has a right under this insurance:
- a. to join us as a party or otherwise bring us into a suit asking for damages from an insured; or
 - b. to sue us on this insurance unless all of its terms have been fully complied with.
8. Maintenance of Controlling Underlying Insurance
During the "policy period" you must maintain "controlling underlying insurance" with "underlying limits" at least equal to the amounts shown in the Declarations. The "underlying limits" must be unimpaired at the beginning of this "policy period." If you fail to maintain the "controlling underlying insurance" this policy will be invalid. If you fail to maintain "underlying limits," we will only be liable to the extent we would have been liable had you maintained the "underlying limits." Reduction of "underlying limits" by the payment of judgments or settlements for "loss" to which this insurance applies, or would have applied but for the amount of the damages, will not be considered a failure to maintain "underlying limits."
9. Other Insurance
This insurance is excess over any insurance available to the insured except insurance purchased specifically to apply in excess of this policy.
10. Payment of Damages
When the amount of damages payable under this policy has been determined by final judgment or a written settlement agreement between the claimant and us, we will pay that amount, up to our applicable Limits of Insurance, after the "controlling underlying insurance" or the insured has paid the full amount of the "underlying limits."
11. Premium
The Premium shown in the Declarations is the premium for the coverage we provide for the "policy period." The first Named Insured is responsible for the payment of all premiums under this policy. If this policy is cancelled prior to its expiration date return premium will be calculated as follows:
- a. if cancelled by us:
$$[(\text{Premium}) - (\text{Minimum Earned Premium})] \times (\text{Pro Rata factor})$$
 - b. if cancelled by you:
$$[(\text{Premium}) - (\text{Minimum Earned Premium})] \times \{(\text{Pro Rata factor}) \times (.90)\}.$$
12. Separation of Insureds
Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
- a. as if each Named Insured were the only Named Insured; and
 - b. separately to each insured against whom claim is made or suit is brought.
13. Transfer of Rights of Recovery Against Others
If an insured has rights to recover all or part of any payment we have made under this insurance, the insured must preserve those rights and, at our request, pursue or transfer those rights to us. The insured must do nothing after an "event" to impair them.

14. Reformation of Underlying

If the “controlling underlying insurance” is reformed after an “event” to provide coverage for a “loss,” the terms of such reformation do not apply to this policy.

15. When we Defend

When we have a duty to defend an insured, the insured will cooperate with us in the transfer of the defense to counsel of our choosing. If the law of the governing jurisdiction permits an insured to select their own counsel to be paid for by us, we shall only be liable for the reasonable and necessary defense costs of one law firm per insured at rates customarily paid by us for the defense of similar claims in the jurisdiction where the claim is pending.

16. Claims outside the U.S.A, it's Territories, Possessions or Canada

When we have the duty to defend an insured and are prevented by law or otherwise from doing so, we will reimburse the insured for any reasonable and necessary expenses incurred in the defense of a suit to which this insurance applies.

If the insured becomes legally obligated to pay damages to which this insurance applies and we are prevented by law from paying such damages on behalf of the insured, we will reimburse the insured, in U.S currency at the prevailing exchange rate at the time the damages were paid, for such damages.

SECTION V – DEFINITIONS

The DEFINITIONS sections of the “controlling underlying insurance” are made part of this policy, and apply to words or phrases used in this policy provided always that words or phrases in quotations in this policy will have the meaning given them in this policy.

“Aircraft products” means:

- a. an aircraft;
- b. ground control or support equipment; or
- c. any article, component or device made, sold, licensed, handled or distributed by any insured that is used to achieve, control or maintain flight or landing of an aircraft.

“Asbestos” means the mineral in any form.

“Controlling underlying insurance” means the policy listed in the Schedule of Underlying Insurance shown in the Declarations, or its renewal or replacement, which applies to the “loss,” or would have applied but for:

- a. an exclusion in that policy; or
- b. the exhaustion or erosion of an aggregate limit of insurance;

If more than one policy is listed in the Schedule, the “controlling underlying insurance” is the policy which applies to the “loss” or would have applied but for the reasons a. or b. listed above.

“Defense expenses” means expenses we incur to investigate a claim or defend a suit. Defense expenses include interest which accrues on our portion of a judgment, after entry of that judgment and after the insured or any underlying insurer has paid the full amount of their portion of the judgment but before we have paid, offered to pay or deposited in the court the part of the judgment that is within our applicable Limits of Insurance.

“Employment practices” means:

- a. dismissal, discharge or termination of employment, whether actual, constructive or retaliatory;
- b. failure or refusal to hire or promote;
- c. discipline, demotion, coercion or retaliatory treatment;
- d. failure to grant tenure;
- e. negligent employment evaluation;
- f. sexual or other workplace harassment, including quid pro quo and hostile work environment;
- g. employment discrimination;
- h. invasion of privacy, violation of employment related civil rights, employment related libel, slander or defamation;
- i. creating or enforcing or failing to create or enforce employment related policies or procedures; or
- j. actual or alleged violations of the Family and Medical Leave Act of 1993 or its amendments.

"Event" means an accident, incident, occurrence, offense, wrongful act or other "loss" causing "event" defined by and to which the "controlling underlying insurance" applies.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. But "fungi" does not include mushrooms cultivated for human consumption.

"Loss" means bodily injury, property damage, personal and advertising injury or other loss defined by and to which the "controlling underlying insurance" applies.

"Policy period" means the period of time between the effective date shown in the Declarations and the earlier of the expiration date shown in the Declarations or the expiration date shown in an endorsement to this policy.

"Silica" means silicon dioxide, occurring in crystalline, amorphous or impure forms, silica particles, silica dust or silica compounds.

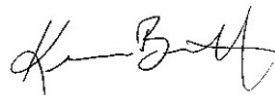
"Silica related dust" means a mixture or combination of silica and other dust particles.

"Underlying limits" means the amounts shown in the Declarations as the minimum limits of insurance to be provided by "controlling underlying insurance."

In Witness Whereof, the issuing Company has caused this policy to be signed officially below, and countersigned on the Declarations page by a duly authorized representative of said Company.



Ross Fisher
President



Kevin Barnett
Secretary

Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONDITIONS
OTHER INSURANCE
PRIMARY AND NON-CONTRIBUTING**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

When required by written contract executed before the "loss."

- A. Section IV - Conditions, 9. Other Insurance is deleted and replaced by the following:
 - 9. This insurance is excess over any other insurance available to the insured except:
 - a. insurance that is purchased specifically to apply in excess of this policy; or
 - b. insurance available to the person or organization shown in the Schedule of this endorsement as an additional insured on the "controlling underlying insurance."
- B. When this insurance applies on a primary and non-contributing basis, the Limits of Insurance available for the additional insured will be the lesser of:
 - 1. the amounts shown in item 3 of the Declarations of this policy; or
 - 2. the amount of insurance you are required to provide the additional insured in the written contract or agreement.

All other terms of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

SCHEDULE

Name of Person or Organization: As required by written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to SECTION IV - CONDITIONS, 13. Transfer of Rights of Recovery Against Others.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

All other terms of the policy remain unchanged.

ASSET & RATE SCHEDULE

Project: 2025 to 2026 Lease renewal for Pacific Mobile Structures, Inc.

This Asset & Rate Schedule is agreed upon this **1st day of July, 2025** between the Wake County Board of Education, Lessee, and **Pacific Mobile Structures, Inc.**, Lessor, pursuant to the terms of the Master Lease Agreement dated **July 1, 2025** ("Master Lease").

All the terms and conditions of the parties' Master Lease are fully incorporated herein and remain in full force and effect between the parties.

The following information identifies the mobile or modular classroom units (Assets) to be provided to Lessee by Lessor, the locations to which Lessor shall deliver each Asset, the dates upon which Lessor shall deliver and complete installation

of each Asset, the services and amenities shall the lessor provide with each Asset and the maximum compensation agreed upon for each Asset.

Location:	Holly Springs High School, Holly Springs, NC
Type:	6 Classroom with FACS Lab
Serial # /Unit #:	SMM-1442-1-9
Notice to Proceed Date:	
Setup/Trimout Completion:	
Estimated Lease Start Date:	
Actual Lease Start Date:	July 1, 2025
Current Lease End Date:	June 30, 2026
Asset Removal Date:	TBD
Master Lease Termination Date:	June 30, 2028

The following grids identify the rental rate(s) and fixed, one-time fee(s) associated with each mobile or modular classroom unit (Asset) to be provided by Lessor to the Lessee pursuant to the Master Lease and this Asset & Rate Schedule. Unless otherwise specified in this Asset & Rate Schedule, there shall be no conditions on the rate(s) and fee(s) identified herein.

Rental Rate(s)

The monthly Rental Rate for each Asset leased to Lessee pursuant to the Master Lease and this Asset & Rate Schedule shall be :		\$3,700.00
Property Tax:		\$0.00
Wake-County Tax:	2.50%	\$0.00
NC-State Tax:	4.25%	\$0.00
<i>(The monthly rental rate identified above guarantees provision of an Asset with all the amenities, features and dimensions specified in the Owner's and/or Architect's specifications.)</i>		
Additional features that shall be included as part of the rental fee with an Asset provided pursuant to the Master Lease and this Asset & Rate Schedule are:		
Any feature the parties agree shall not be included as part of the rental fee associated with an Asset provided pursuant to the Master Lease and this Asset & Rate Schedule shall be identified here:		
Total Monthly Rate:		\$3,700.00
<i>Total rate for Current Fiscal Period (2025-2026)</i>	12	\$44,400.00

Fixed, One-Time Setup Fee(s):

Delivery of the Asset to the location specified on the Asset Schedule	N/A
Installation of Footers (N/A if not included/\$0.00 if no cost)	Included
Block Level and Tie Down (N/A if not included/\$0.00 if no cost)	Included
Trim Work(electrical interconnection, fire caulk the corridor, corridor joints) (N/A if not included/\$0.00 if no cost)	Included
Provision of any other services or amenities not already included in the rental rate are awning	\$0.00
Changes Proposal: details of change	\$0.00
Sales Tax (6.75%)	\$0.00
Teardown and return delivery is to be at the price to be mutually agreed as per the Master Lease	TBD
Total of Fixed, One-Time Fee(s)	N/A

John Beavin

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Senior Director Facilities Design & Construction

Name: _____

Pacific Mobile Structures, Inc.

Title: _____

David Burnett

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Assistant Superintendent, Facilities Design and Construction

4/8/2025

Attachment A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE

Project Name: 6 Classroom with FACS Lab - Holly Springs High School, Holly Springs, NC

Check the appropriate box to indicate the type of check:

☐ BGS Initial

☐ Supplemental

☐ Annual

I, Brian Schaefer, Director of Pacific Mobile Structures, Inc. hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (**Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov>**). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

1.	<hr/>	<hr/>
2.	<hr/>	<hr/>
3.	<hr/>	<hr/>
4.	<hr/>	<hr/>
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I attest that the forgoing information is true and accurate to the best of my knowledge.

Brian Schaefer

Brian Schaefer 4/07/25

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Nicholas Glover PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): E-MAIL ADDRESS: nicholas.glover@usi.com														
INSURED Pacific Mobile Structures, Inc. PO Box 1404 Chehalis, WA 98532	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 449">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 449 1433 478">INSURER A : National Union Fire Ins Co of Pitts, PA</td> <td data-bbox="1433 449 1563 478">19445</td> </tr> <tr> <td data-bbox="816 478 1433 508">INSURER B : Navigators Specialty Insurance Co.</td> <td data-bbox="1433 478 1563 508">36056</td> </tr> <tr> <td data-bbox="816 508 1433 537">INSURER C : New Hampshire Insurance Company</td> <td data-bbox="1433 508 1563 537">23841</td> </tr> <tr> <td data-bbox="816 537 1433 567">INSURER D : Great American E & S Insurance Company</td> <td data-bbox="1433 537 1563 567">37532</td> </tr> <tr> <td data-bbox="816 567 1433 596">INSURER E :</td> <td data-bbox="1433 567 1563 596"></td> </tr> <tr> <td data-bbox="816 596 1433 625">INSURER F :</td> <td data-bbox="1433 596 1563 625"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of Pitts, PA	19445	INSURER B : Navigators Specialty Insurance Co.	36056	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Great American E & S Insurance Company	37532	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	9566289	06/01/2024	06/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	5717955	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	SF24EXCZ080A8IC	06/01/2024	06/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	WC014195905 (AOS-Incl Stop Gap) 014195906 (CA Only)	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Professional Combined Policy			PCME69239403	06/01/2024	06/01/2025	1M Occ/3M Agg/25K Ded 1M Occ/3M Agg/25K Ded Policy Agg: 3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wake County Public School System, and all other required parties are included as additional insureds on a primary and non-contributory basis as respects their interests in the operations of the named insured. A waiver of subrogation applies to all referenced parties if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Wake County and Wake County Board of Education 111 Corning Road, Suite 190 Cary, NC 27518	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 956-62-89

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2024
forms a part of Policy No. 571-79-55
issued to PACIFIC MOBILE STRUCTURES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

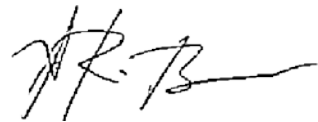
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS
LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to
add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as
an additional insured under this policy, as a result of any contract or agreement you enter into which
requires you to furnish insurance to that person or organization of the type provided by this policy, but
only with respect to liability arising out of use of a covered "auto". However, the insurance provided will
not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2024
forms a part of Policy No. 571-79-55
issued to PACIFIC MOBILE STRUCTURES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2024
forms a part of Policy No. 571-79-55
issued to PACIFIC MOBILE STRUCTURES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 06/01/2024

forms a part of Policy No. WC 014-19-5905

Issued to PACIFIC MOBILE STRUCTURES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

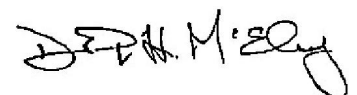
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 06/01/2024 forms a part of Policy No. WC 014-19-5905

Issued to PACIFIC MOBILE STRUCTURES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

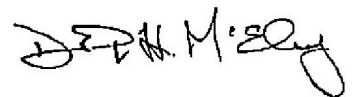
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:



WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____

Authorized Representative

Commercial Excess Liability Coverage Part

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout the policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any other person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotations in this policy have special meanings. Refer to SECTION V - DEFINITIONS.

SECTION I – COVERAGE

1. Insuring Agreement

A. Excess Liability

1. We will pay on behalf of the insured and in excess of "underlying limits" those sums the insured becomes legally obligated to pay as damages for "loss" to which this insurance applies. This insurance applies only if:
 - a. the "loss" is caused by an "event" that takes place in the coverage territory;
 - b. the "loss" occurs during the "policy period;" and
 - c. the "controlling underlying insurance" applies to the "loss."
2. If an aggregate limit of "controlling underlying insurance" is exhausted by the payment of judgments or settlements to which this insurance applies, or would have applied but for the amount of the damages, this insurance will apply in place of the "controlling underlying insurance" until we have paid our applicable Limits of Insurance.
3. When paragraph 2. above applies, ending the "controlling underlying insurance" obligations to investigate and settle claims or defend suits against the insured, we have the right and duty to investigate claims and defend suits which seek damages to which this insurance applies. Our right and duty to defend end when we have paid our applicable Limits of Insurance.
4. When paragraph 2. above does not apply, we have the right, but not the duty, to participate in the investigation or settlement of any claim or the defense of any suit against any insured.
5. We have the right, at our discretion, to settle any claim to which this insurance applies.
6. As respects paragraphs 3. and 4. above, "defense expenses" we incur in the investigation of any claim or defense of any suit will be paid in addition to the Limits of Insurance except when such costs reduce the limits of "controlling underlying insurance," in which case they will reduce our Limits of Insurance.
7. The amount we pay is limited. See SECTION III – LIMITS OF INSURANCE.

2. Exclusions

The EXCLUSIONS sections of the “controlling underlying insurance” are made part of this policy. If an inconsistency or contradiction exists between an Exclusion of this policy and an Exclusion of the “controlling underlying insurance” the Exclusion of this policy will apply.

However, in no case will coverage be excluded by the “controlling underlying insurance” and not excluded by this policy.

This insurance does not apply to any liability:

1. to which “controlling underlying insurance” does not apply;
2. for which coverage is provided by “controlling underlying insurance” at limits less than the limits of insurance applicable to other coverage provided by the “controlling underlying insurance” and less than “underlying limits;”
3. for “loss” which commenced prior to this “policy period,” whether or not such “loss” continues, progresses, changes or resumes during this “policy period;”
4. for damage to property you own, rent or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including the prevention of injury to a person or damage to another's property;
5. for damage to personal property in the care, custody or control of any insured;
6. arising out of any “aircraft products;”
7. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of “asbestos;”
8. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of “fungi” or bacteria;
9. arising out of the actual, alleged, suspected or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of “silica” or “silica related dust;”
10. arising out of any “employment practices” of any insured;
11. arising out of:
 - a. war, including undeclared or civil war;
 - b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
12. imposed under:
 - a. an uninsured or underinsured motorist, uninsured or underinsured boater, Medical Payments, Personal Injury Protection, No-Fault or any similar law;
 - b. a workers compensation, disability benefits, unemployment compensation or any similar law;
 - c. the Employee Retirement Income Security Act of 1974, any amendments thereto or any similar law.

SECTION II – WHO IS AN INSURED

The WHO IS AN INSURED section of the “controlling underlying insurance” is made part of this policy. Any person or organization that is an insured in “controlling underlying insurance” is an insured in this policy to the same extent.

SECTION III – LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, claims made or suits brought, or persons or organizations making claims or bringing suits.

1. The General Aggregate Limit is the most we will pay for the sum of all damages to which this insurance applies, except:
 - a. damages because of bodily injury or property damage included within any applicable products-completed operations hazard; or
 - b. damages arising out of the ownership, operation, maintenance or use of an automobile;
2. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages included within any applicable products-completed operations hazard;
3. Subject to paragraphs 1. and 2. above, the Each Event Limit is the most we will pay for all damages that arise out of any one “event.”

SECTION IV – CONDITIONS

The CONDITIONS sections of the “controlling underlying insurance” are made part of this policy. If an inconsistency or contradiction exists between the Conditions of this policy and the Conditions of the “controlling underlying insurance,” the Conditions of this policy will apply.

1. Appeals
At our discretion we may appeal any judgment which would result in a payment under this policy. When we do appeal, we will pay all costs associated with the appeal in addition to the Limits of Insurance. Any such appeal will not increase our Limits of Insurance.
2. Bankruptcy or Insolvency
Bankruptcy or insolvency of the insured or the insured’s estate will not relieve us of our obligations under this policy. Bankruptcy or insolvency of any company providing “controlling underlying insurance” will not reduce the “underlying limits” or increase our obligations under this policy. We will not be required to drop down or replace “controlling underlying insurance.”
3. Cancellation
 - a. The first Named Insured may cancel this policy at any time by providing us advanced written notice of the cancellation date.
 - b. We may cancel this policy at any time by providing the first Named Insured written notice of cancellation:
 - i. at least 10 days in advance if we cancel for non-payment of premium; or
 - ii. at least 30 days in advance if we cancel for any other reason:

- c. If the “controlling underlying insurance” is cancelled for any reason, this policy is also cancelled. Reinstatement of the “controlling underlying insurance” does not reinstate this policy unless reinstatement is endorsed hereon.

Return premium, if any, will be calculated per Condition 11. Premium. Proof of mailing will be proof of notice.

4. Non-Renewal

- a. We are not obligated to renew this policy. However, should we decide not to renew, we will provide the first Named Insured written notice of our decision at least 30 days prior to the expiration date shown in the Declarations.
- b. We will not restrict the terms or increase premium of this policy at renewal unless we have given the first Named Insured at least 30 days advanced notice of any such changes. However, no notice will be provided or required if a restriction in this policy results from a restriction applicable to “controlling underlying insurance.”
- c. The first Named Insured may non-renew this policy by:
 - i. providing advance written notice to us;
 - ii. rejecting our offer to renew; or
 - iii. failing to reply to our offer to renew.

Proof of mailing will be proof of notice.

5. Changes

This policy contains all of the agreements between you and us. This policy may only be changed by endorsements we issue.

6. Duties When There is an “Event,” Claim or Suit

- a. You must see to it that we and any other insurers who could provide coverage are notified as soon as practicable of any “event” which may be reasonably expected to result in a claim under this policy. To the extent possible, notice should include:
 - i. how, when and where the “event” took place;
 - ii. the names and addresses of any injured persons and witnesses; and
 - iii. the nature and location of any injury or damage arising out of the “event.”
- b. If a claim is made or suit is brought against any insured which may be reasonably expected to result in a claim under this policy, you must:
 - i. immediately record the specifics of the claim or suit and the date received; and
 - ii. notify us, and any other insurers who could provide coverage, as soon as practicable.
- c. You and any other involved insured must:
 - i. immediately send us, and any other insurers who could provide coverage, copies of any demands, notices, summonses or legal papers received in connection with a claim or suit which may be reasonably expected to result in a claim under this policy;
 - ii. authorize us to obtain records and other information;
 - iii. cooperate with us in the investigation or settlement of the claim, issues relating to coverage under this policy or defense against the suit; and
 - iv. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the injury or damage to which this insurance may apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than first aid, without our consent. Notice to us may be sent to our address shown in the Declarations.
7. Legal Action Against Us
No person or organization has a right under this insurance:
- a. to join us as a party or otherwise bring us into a suit asking for damages from an insured; or
 - b. to sue us on this insurance unless all of its terms have been fully complied with.
8. Maintenance of Controlling Underlying Insurance
During the "policy period" you must maintain "controlling underlying insurance" with "underlying limits" at least equal to the amounts shown in the Declarations. The "underlying limits" must be unimpaired at the beginning of this "policy period." If you fail to maintain the "controlling underlying insurance" this policy will be invalid. If you fail to maintain "underlying limits," we will only be liable to the extent we would have been liable had you maintained the "underlying limits." Reduction of "underlying limits" by the payment of judgments or settlements for "loss" to which this insurance applies, or would have applied but for the amount of the damages, will not be considered a failure to maintain "underlying limits."
9. Other Insurance
This insurance is excess over any insurance available to the insured except insurance purchased specifically to apply in excess of this policy.
10. Payment of Damages
When the amount of damages payable under this policy has been determined by final judgment or a written settlement agreement between the claimant and us, we will pay that amount, up to our applicable Limits of Insurance, after the "controlling underlying insurance" or the insured has paid the full amount of the "underlying limits."
11. Premium
The Premium shown in the Declarations is the premium for the coverage we provide for the "policy period." The first Named Insured is responsible for the payment of all premiums under this policy. If this policy is cancelled prior to its expiration date return premium will be calculated as follows:
- a. if cancelled by us:
$$[(\text{Premium}) - (\text{Minimum Earned Premium})] \times (\text{Pro Rata factor})$$
 - b. if cancelled by you:
$$[(\text{Premium}) - (\text{Minimum Earned Premium})] \times \{(\text{Pro Rata factor}) \times (.90)\}.$$
12. Separation of Insureds
Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
- a. as if each Named Insured were the only Named Insured; and
 - b. separately to each insured against whom claim is made or suit is brought.
13. Transfer of Rights of Recovery Against Others
If an insured has rights to recover all or part of any payment we have made under this insurance, the insured must preserve those rights and, at our request, pursue or transfer those rights to us. The insured must do nothing after an "event" to impair them.

14. Reformation of Underlying

If the “controlling underlying insurance” is reformed after an “event” to provide coverage for a “loss,” the terms of such reformation do not apply to this policy.

15. When we Defend

When we have a duty to defend an insured, the insured will cooperate with us in the transfer of the defense to counsel of our choosing. If the law of the governing jurisdiction permits an insured to select their own counsel to be paid for by us, we shall only be liable for the reasonable and necessary defense costs of one law firm per insured at rates customarily paid by us for the defense of similar claims in the jurisdiction where the claim is pending.

16. Claims outside the U.S.A, it's Territories, Possessions or Canada

When we have the duty to defend an insured and are prevented by law or otherwise from doing so, we will reimburse the insured for any reasonable and necessary expenses incurred in the defense of a suit to which this insurance applies.

If the insured becomes legally obligated to pay damages to which this insurance applies and we are prevented by law from paying such damages on behalf of the insured, we will reimburse the insured, in U.S currency at the prevailing exchange rate at the time the damages were paid, for such damages.

SECTION V – DEFINITIONS

The DEFINITIONS sections of the “controlling underlying insurance” are made part of this policy, and apply to words or phrases used in this policy provided always that words or phrases in quotations in this policy will have the meaning given them in this policy.

“Aircraft products” means:

- a. an aircraft;
- b. ground control or support equipment; or
- c. any article, component or device made, sold, licensed, handled or distributed by any insured that is used to achieve, control or maintain flight or landing of an aircraft.

“Asbestos” means the mineral in any form.

“Controlling underlying insurance” means the policy listed in the Schedule of Underlying Insurance shown in the Declarations, or its renewal or replacement, which applies to the “loss,” or would have applied but for:

- a. an exclusion in that policy; or
- b. the exhaustion or erosion of an aggregate limit of insurance;

If more than one policy is listed in the Schedule, the “controlling underlying insurance” is the policy which applies to the “loss” or would have applied but for the reasons a. or b. listed above.

“Defense expenses” means expenses we incur to investigate a claim or defend a suit. Defense expenses include interest which accrues on our portion of a judgment, after entry of that judgment and after the insured or any underlying insurer has paid the full amount of their portion of the judgment but before we have paid, offered to pay or deposited in the court the part of the judgment that is within our applicable Limits of Insurance.

“Employment practices” means:

- a. dismissal, discharge or termination of employment, whether actual, constructive or retaliatory;
- b. failure or refusal to hire or promote;
- c. discipline, demotion, coercion or retaliatory treatment;
- d. failure to grant tenure;
- e. negligent employment evaluation;
- f. sexual or other workplace harassment, including quid pro quo and hostile work environment;
- g. employment discrimination;
- h. invasion of privacy, violation of employment related civil rights, employment related libel, slander or defamation;
- i. creating or enforcing or failing to create or enforce employment related policies or procedures; or
- j. actual or alleged violations of the Family and Medical Leave Act of 1993 or its amendments.

"Event" means an accident, incident, occurrence, offense, wrongful act or other "loss" causing "event" defined by and to which the "controlling underlying insurance" applies.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. But "fungi" does not include mushrooms cultivated for human consumption.

"Loss" means bodily injury, property damage, personal and advertising injury or other loss defined by and to which the "controlling underlying insurance" applies.

"Policy period" means the period of time between the effective date shown in the Declarations and the earlier of the expiration date shown in the Declarations or the expiration date shown in an endorsement to this policy.

"Silica" means silicon dioxide, occurring in crystalline, amorphous or impure forms, silica particles, silica dust or silica compounds.

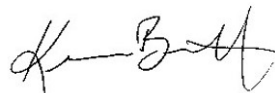
"Silica related dust" means a mixture or combination of silica and other dust particles.

"Underlying limits" means the amounts shown in the Declarations as the minimum limits of insurance to be provided by "controlling underlying insurance."

In Witness Whereof, the issuing Company has caused this policy to be signed officially below, and countersigned on the Declarations page by a duly authorized representative of said Company.



Ross Fisher
President



Kevin Barnett
Secretary

Navigators Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONDITIONS
OTHER INSURANCE
PRIMARY AND NON-CONTRIBUTING**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

When required by written contract executed before the "loss."

- A. Section IV - Conditions, 9. Other Insurance is deleted and replaced by the following:
 - 9. This insurance is excess over any other insurance available to the insured except:
 - a. insurance that is purchased specifically to apply in excess of this policy; or
 - b. insurance available to the person or organization shown in the Schedule of this endorsement as an additional insured on the "controlling underlying insurance."
- B. When this insurance applies on a primary and non-contributing basis, the Limits of Insurance available for the additional insured will be the lesser of:
 - 1. the amounts shown in item 3 of the Declarations of this policy; or
 - 2. the amount of insurance you are required to provide the additional insured in the written contract or agreement.

All other terms of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

SCHEDULE

Name of Person or Organization:
As required by written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to SECTION IV - CONDITIONS, 13. Transfer of Rights of Recovery Against Others.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

All other terms of the policy remain unchanged.