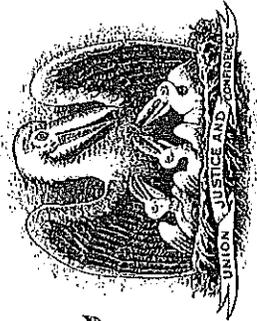


State of Louisiana



State Licensing Board for Contractors

SATELLITE SHELTERS, INC.
2530 Xenium Ln N, Suite 150
Plymouth, MN 55441

This is to Certify that:

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION



Witness our hand and seal of the Board dated,
Baton Rouge, LA 17th day of August 2023

Will S. McCoy

Director

Lee Mallett

Chairman

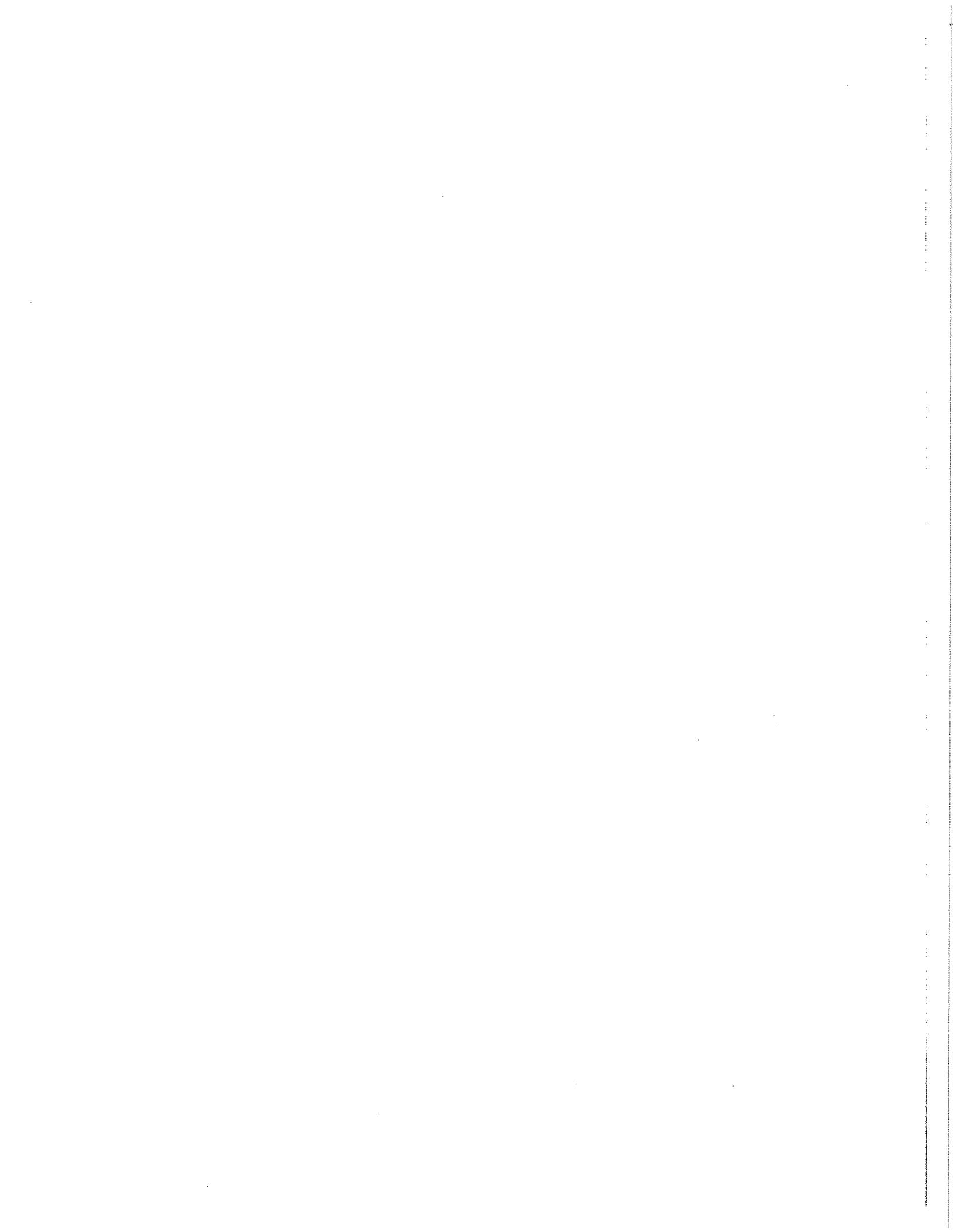
Andy P. ...

Treasurer

Expiration Date: August 16, 2026

License No: 47934

This License Is Not Transferrable



Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Satellite Shelters, Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 2530 Xenium Lane N, Suite 150	Requester's name and address (optional)
	6 City, state, and ZIP code Plymouth, MN 55441	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;">4</td><td style="width: 30px;">1</td><td style="width: 30px;">-</td><td style="width: 30px;">1</td><td style="width: 30px;">5</td><td style="width: 30px;">9</td><td style="width: 30px;">9</td><td style="width: 30px;">8</td><td style="width: 30px;">9</td><td style="width: 30px;">7</td> </tr> </table>	Social security number																				or										Employer identification number										4	1	-	1	5	9	9	8	9	7
Social security number																																																			
or																																																			
Employer identification number																																																			
4	1	-	1	5	9	9	8	9	7																																										

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
--	--

Sign Here	Signature of U.S. person ▶	Date ▶ 1/2/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/16/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURED Satellite shelters, Inc. 2530 Xenium Lane Minneapolis MN 55441 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: American Zurich Ins Co		40142
	INSURER C: Westchester Fire Insurance Company		10030
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570098344723** **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. Limits shown are as requested

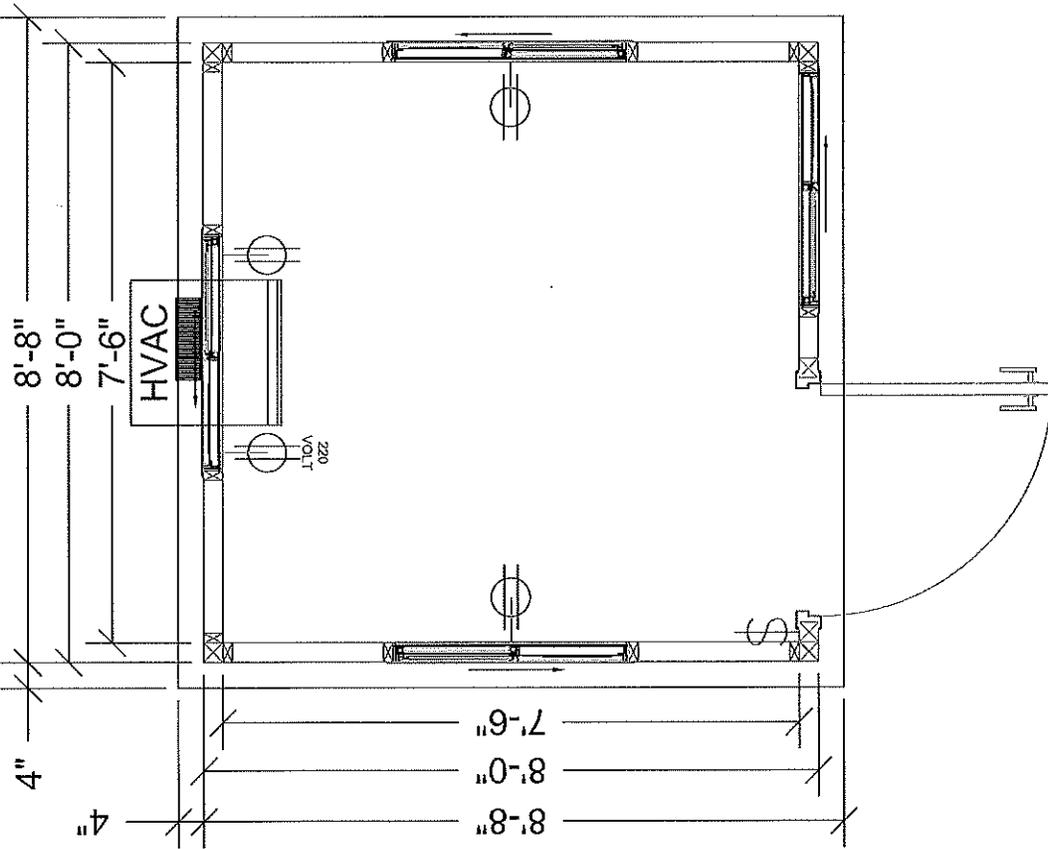
INSR LTR	TYPE OF INSURANCE	ADMI INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0651006233	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 6510063-33	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			G71505996005	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC106083005	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570098344723

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance. WC 10608301 Does Not Apply to The Monopolistic Sates (ND, OH, WA, and WY) Puerto Rico Or The Virgin Islands.

CERTIFICATE HOLDER**CANCELLATION**

Satellite shelters, Inc. 2530 Xenium Lane North Minneapolis MN 55441 USA	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 <i>Aon Risk Services Central, Inc.</i>
--	---



QUOTE DRAWING NOT FOR CONSTRUCTION LIGHTS AND LOAD CENTER LOADS TO BE DETERMINED BY ELECTRICAL ENGINEER APPROVALS

DESIGN CRITERIA
 MAXIMUM ALLOWABLE LIVE LOAD DEFLECTION: L/360
 MAXIMUM ALLOWABLE TOTAL LOAD DEFLECTION: L/180
 TYPE OF CONSTRUCTION: IRIS
 PARTITION LATERAL LOAD: 5 PSF
 TYPE OF USE: WELDED

LEGEND

	DOUBLE DOOR		WELDED WINDOW		DUPLEX
	DOOR		SLIDING WINDOW		DATA
	LIGHT		SWITCH		GFCI
	QUAD		LIGHT		QUAD

GENERAL NOTES
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL MATERIALS SHALL BE AS SHOWN OR APPROVED BY THE ARCHITECT.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FOR THE LIGHTS AND LOAD CENTER.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FOR THE PARTITION LATERAL LOAD.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FOR THE TYPE OF USE.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FOR THE WELDED CONSTRUCTION.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FOR THE IRIS CONSTRUCTION.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FOR THE 5 PSF PARTITION LATERAL LOAD.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FOR THE WELDED CONSTRUCTION.

PANEL BUILT INCORPORATED
 OFFICE: 100 INDUSTRIAL BLVD. #200
 ST. LOUIS, MO 63103
 PHONE: (314) 433-1111
 FAX: (314) 433-1112
 WWW: WWW.PANELBUILT.COM

QUOTE NUMBER: 138204-A
 DRAWN BY: Steven W.
 DEALER: Satellite Shelters, Inc.
 END USER: Guard Booth

DATE: 3/15/2024

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00144855

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
BBELLOW

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH	
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	_____
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	_____
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	_____

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____
 NUMBER: _____
 NUMBER: _____
 NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME:	<i>Satellite Shelters, Inc.</i>
SIGNATURE: (Must be signed here)	<i>Christopher Nicolay</i> TITLE: <i>Sales representative</i>
PRINT OR TYPE NAME:	<i>Christopher Nicolay</i>
ADDRESS:	<i>3700 Hwy 51 South</i>
CITY, STATE:	<i>Lafayette LA</i> ZIP: <i>70068</i>
TELEPHONE:	<i>857-651-4275</i> FAX: <i>()</i>
EMAIL ADDRESS:	<i>christophern@satelliteco.com</i>

TOTAL PRICE OF ALL BID ITEMS: \$ 45,500.⁰⁰

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00144855

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	ONLY	<p>FURNISH LABOR, MATERIALS AND EQUIPMENT TO FABRICATE, DELIVER AND ANCHOR AN 8'X8' GUARD HOUSE FOR JEFFERSON PARISH ENVIRONMENTAL AFFAIRS</p> <p>0001 8x8 Guard house with electrical package (Light fixture/switch, (3) outlets, HVAC) and storm anchoring Guard House to Include:</p> <ul style="list-style-type: none"> - Baked on Enamel Steel Roof - 7'-0" Studs - 3 vertical sliding Windows - 1 Vertical slider window - Steel Clad Door - Exterior siding pre-painted steel - Interior Insulation - Interior 1/2" vinyl gypsum - Storm Anchoring and Delivery included <p>***Electrical Installation to be performed in-house by Dept. of General Services.***</p> <p>Guard house to be delivered and anchored at: Jefferson Parish Citizen Trash Drop Off 400 David Drive Metairie, LA 70003</p> <p>***AS PER DETAILED BID SPECIFICATIONS***</p>	<p>\$ 45,500.00</p>	<p>\$ 45,500.00</p>



3700 US Hwy 51
Laplace, LA 70068-5997

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 985-651-4275
Mobile: (985) 379-6569

Your Satellite Sales Representative:
Christopher Nicolay
Email: christophern@satelliteco.com
Contract Date: 12/19/2023
Contract No.: RQ264725
Page: 1

Company: C32257
Jefferson Parish
834 Clearview Pkwy
New Orleans, LA 70123

Contact:
Brenda Bellow
504-364-2678
bbellow@jeffparish.net

Ship-To Address:
Jefferson Parish
Jefferson Parish Citizen Trash Drop Off
400 David Drive
Metairie, LA 70003

Pymt Terms: 35%BAL N30

Substantial Completion Date (On or About): 05/19/2024

Description	Qty	Unit Price	Total Price
8' x 8' x 7' Guard Shack Here are the differences from the required bid specifications: The photo you sent over has a gable roof. This would come with a flat, shed roof. The walls would not have studs and would not meet the 2" x 4" x 7' 24" o.c. requirement. The walls would be comprised of 4x8 sandwich panels. Wind load in this region is 139 MPH. This booth can withstand 115 MPH wind loads. Floor will not meet the 2" x 4", 16" o.c. with 5/8" plywood and sheet vinyl. Our base would be a 6", forkliftable welded steel base frame with 1/8" treadplate flooring. Exterior siding will not be 0.0149" thick steel. Our panels have a 24 gauge (0.0239"). Much thicker. Roof will not be baked enamel steel. It will be a baked enamel, aluminum , panel. Interior will not be 1/2" vinyl gyp. Interior will be the same, 24 gauge steel as the exterior. Insulation: we can meet this one just fine. Windows: all good. Door will not be a 3'x 6'8" door. Door will be a 3' x 7' door. Light: all good. We will not use a 120 A, single phase, panel box. We would install a 125A, single phase, load center. The outlets are all good.	1	45,500.00	45,500.00

Pre-Tax Total Contract 45,500.00

Acceptance of this quote by signature constitutes a Sale Agreement and acceptance of Satellite Shelters, Inc. (Seller) New Sale Agreement Terms and Conditions which can be viewed on the following pages of this document. Applicable taxes will be added to Contract Sum unless a proper form of exemption is provided.

Buyer Signature:

Seller Signature:

Title:

Title:

Date:

PO #:

Date:



3700 US Hwy 51
Laplace, LA 70068-5997

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 985-651-4275
Mobile: (985) 379-6569

Your Satellite Sales Representative:

Christopher Nicolay
Email: christophern@satelliteco.com

Contract Date: 12/19/2023
Contract No.: RQ264725
Page: 2

Full specifications are included in the bid. This proposal includes the 8' x 8' x 8' Guard Shack, Offload and Anchor (w/ Equipment), Shipping & Handling to LA 70003. This proposal is an alternative to existing bid requirements. This building will NOT BE CODED for this area as it does not meet the required wind load.

*Lead time upon receipt of order would be about 3 weeks. Preliminary Submittal Drawings is 5-10 business days. We do not accept Liquidated damages in this proposal. Full specifications are included in the bid.



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Laplace, LA 70068-5997

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 985-651-4275
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Your Satellite Sales Representative:
Christopher Nicolay
Email: christophern@satelliteco.com
Contract Date: 12/19/2023
Contract No.: RQ264725
Page: 3

New Sale Agreement

This Sale Agreement ("Agreement") is entered into on December 19, 2023, ("Effective Date") by and between Satellite Shelters, Inc., a Minnesota corporation with offices located at 2530 Xenium Lane North, Suite 150, Minneapolis, MN 55441, ("Seller") and Jefferson Parish ("Buyer"), with offices located at 834 Clearview Pkwy New Orleans, LA 70123, . Seller and Buyer are periodically referred to as the "Parties."

1. Attachments

Expressly incorporated in and made part of this Agreement by reference are the following documents relating to this Equipment sale:

- a. Pricing Summary dated ("Pricing Summary").
- b. Floor Plan dated ("Floor Plan").
- c. Specifications dated ("Specification").
- d. Delineation of Responsibilities dated ("DOR").

Further, this Agreement may contain schedules and/or amendments which are specifically incorporated into this Agreement.

2. Equipment

"Equipment" as used in this Agreement is that equipment specifically set forth and identified in the Specifications.

3. Schedule

Unless detailed by an attached schedule, the date by which the Equipment must be substantially completed ("Substantial Completion") is set as **5/19/2024** after delivery of Equipment to Seller from final plan approval by Buyer (and/or local authorities as applicable), and receipt of applicable permits. This Agreement's start date is when: (1) Seller receives all deposits; (2) the Agreement is executed; and (3) drawings are approved.

4. Payment

In consideration of Seller furnishing the Equipment, Buyer will pay to Seller the sum of **\$45,500.00**, subject to such additions or deductions relative to changes which may be agreed upon between the Parties in writing.

Payment must be made to Seller at:

PO Box 860700

Minneapolis, MN 55486-0700

Buyer must pay to Seller the full sales price within thirty (30) days after the invoice date.

In the event delivery of Equipment for the project requires more than one shipment, Seller, may, at its option, render separate invoices for each shipment. If shipment of any part of the project is delayed, Buyer's obligation for the remainder of the Equipment will not be affected.

5. Taxes

In addition to the invoice payments, Buyer must pay all costs, expenses, fees, and charges incurred in connection with the Equipment and the use and operation of the Equipment; servicing costs, sales taxes, personal property, and other ad valorem taxes; and all assessments and other governmental charges whatsoever and by whomsoever payable on the Equipment, or on the use, ownership, possession, rental, shipment, transportation, delivery, or operation of the Equipment.

6. Delivery

Seller's delivery of the Equipment may be subject to delays in manufacture or delivery due to fire, flood, windstorm, riot, civil disobedience, strike, freight embargoes, failure to secure materials from the usual source of supply, Act of God, delays by regulatory authorities, delays caused by COVID-19 or any epidemic/pandemic, or any other circumstances beyond Seller's control which prevents the manufacture of the Equipment or of deliveries in the normal course of business.

Seller will not be liable to Buyer for any damages, failure, or delay in obtaining the Equipment or delivering the Equipment. By taking delivery of the Equipment, Buyer acknowledges that the Equipment is in good operating order, repair, working condition and is fit for the purpose for which it is purchased.

7. Site Preparation

Buyer is solely responsible for any and all materials, labor, and site preparation, including any third-party professional review of the site.

The site selection and suitability are solely the responsibility of Buyer. The site must be level (1' in 70') and clear of obstructions above and below the ground. Seller is not responsible for subsurface or concealed conditions, or settling of the Equipment for improper foundation, drainage, or soil bearing.

Buyer warrants that it owns, or has the right to construct buildings on, or the right to place Equipment on, the property upon which the Equipment as described in this Agreement is to be delivered. Seller is not responsible for encroachments of any type. Buyer warrants that said Equipment will not violate any zoning restrictions or other laws, and Buyer agrees to indemnify and hold Seller harmless from all loss or damage or liability which may result by reason of site selection or site preparation.



3700 US Hwy 51
Laplace, LA 70068-5997

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 985-651-4275
Mobile: (985) 379-6569

Your Satellite Sales Representative:
Christopher Nicolay
Email: christophern@satelliteco.com
Contract Date: 12/19/2023
Contract No.: RQ264725
Page: 4

8. Local Laws

Buyer is solely responsible for compliance with applicable local building codes, for obtaining any type of building permits, zoning approvals, and licenses that may be required on the project, and for payment of state and local taxes, which may be applicable to the sale covered by this Agreement. Seller assumes no responsibility for compliance with local codes.

9. Indemnification

Except for any damages caused by the negligent or willful actions of Seller, its agents or employees, Buyer indemnifies Seller and holds Seller, its agents, and employees, harmless of and from any and all losses, damages, claims, demands, or liability of any kind or nature whatsoever, including legal expenses and attorney's fees arising from or related to the installation, use, condition, or operation of the Equipment, and by whomsoever used or operated.

10. Assignment

Buyer agrees that it may not assign or transfer this Agreement or any amount payable under the Agreement without the prior written consent of Seller. Buyer agrees that nothing contained in this Agreement will prohibit Seller, its assigns, and/or successors from selling, assigning, and/or transferring all of its right, title, and interest in and to this Agreement, the property described in this Agreement, and all monies to become due under this Agreement.

11. Cross-Default

Seller and Buyer may supplement this Agreement with schedules and amendments. In addition, Seller and Buyer may enter into additional lease agreements or sale agreements with each other. A default under this Agreement also constitutes a default under every other agreement the Parties may have with each other. Further, a default under any agreement between Seller and Buyer constitutes a default under this Agreement.

12. Buyer's Obligations

Buyer agrees not to interfere with the progress of the work, and not to occupy any portion of the Equipment until all terms and conditions of this Agreement are fulfilled by both Parties. Buyer further agrees not to permit any workers, other than those of Seller, to work at or in the immediate vicinity of the Equipment, without Seller's written consent, until Seller's work on the Equipment is completed. Should any workmen, or contractors or sub-contractors of Buyer perform any such work, Buyer will furnish to Seller, in writing, their names before such work is recommended. Buyer agrees to pay Seller for any damage that may be caused by anyone other than workers or sub-contractors of Seller, by reason of disturbing or damaging concrete forms, grade finishing, or any construction work or installation in progress whatsoever.

13. Buyer Supplied Materials and Labor

No charge for labor or material furnished by Buyer will be allowed as a credit under this Agreement, unless authorized in writing by Seller before such labor or materials being furnished.

14. Purchase Money Security Interest

To secure payment by Buyer to Seller of the purchase price of goods sold, or to be sold, from time to time, to Buyer by Seller, together with all other charges and liabilities arising from time to time due to Seller from Buyer in connection with any such sale and under this Agreement (collectively "Indebtedness"), Buyer grants to Seller a continuing security interest and purchase money security interest in all the following property ("Collateral") wheresoever the same may be from time to time located:

All Buyer's Equipment of or from Seller, including any equipment after-acquired or received by Buyer from Seller, as well as products and proceeds arising from the sale or similar disposition by Buyer of any such Equipment, including but not limited to cash, accounts receivable, notes, contract rights, chattel paper, documents of title, and any other obligation due to Buyer as payment for the sale or similar disposition of any of the above-described items and insurance proceeds.

15. Insurance

Buyer, at Buyer's cost and expense, must immediately procure and keep in full force the insurance described in this section naming Seller as the certificate holder until such time as Buyer has paid to Seller all sums due and owing under this Agreement and Seller completes all work contemplated or required under this Agreement or the DOR.

Buyer must procure all-risks insurance covering Seller, as an additional insured and loss payee, for loss of or damage to the Equipment and all of Seller's property located on, at or adjacent to the building site or while in transit to the building site (including, at a minimum, materials in place or to be used as part of the permanent construction, surplus materials, temporary structures, scaffolding and staging, protective fencing, bridging, forms, and miscellaneous materials and supplies) on a full replacement cost basis. At a minimum, such insurance must cover, and shall not exclude, loss or damage caused by fire, lightning, explosion, windstorm, hail, riot, civil commotion, vandalism, sprinkler leakage, volcanic action, falling objects, weight of snow, ice or sleet, water damage, flood, earthquake or other earth movement, and collapse. The limits of such insurance, if any, applicable to the Equipment and Seller's property must be no less than the full contract payment price stated herein.

Buyer must procure liability insurance covering Seller, as an additional insured, for sums Seller becomes obligated to pay because of bodily



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Laplace, LA 70068-5997

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: 985-651-4275
Mobile: (985) 379-6569

Your Satellite Sales Representative:
Christopher Nicolay
Email: christophern@satelliteco.com
Contract Date: 12/19/2023
Contract No.: RQ264725
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injury, property damage, or personal and advertising injury to third parties, and for medical expenses to third parties, arising out of, in whole or part, the construction, use or condition of Seller's Equipment, or any portion thereof, or out of any act or omission of Seller in performing any work contemplated or required under this Agreement or the DOR. The limits of such insurance must be, at a minimum, \$1,000,000 per occurrence.

The insurance policies required under this section must each have a maximum deductible or self-insured retention of \$5,000, for which Buyer is responsible, must be primary over any policies of Seller, must contain provisions stating Buyer, and its insurer, waive all subrogation rights against Seller, and must contain provisions stating that the policies cannot be cancelled or allowed to expire until at least 30 days' prior written notice to Seller. Prior to delivery of the Equipment, Buyer must provide Seller with Certificates of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

16. Default

In the event any act or thing required of Buyer under this Agreement is not done and performed in the manner and at the times required by this Agreement, Buyer will be held in default, and all amounts due under the terms and conditions of this Agreement will be payable immediately by Buyer to Seller, without demand by Seller. Seller may take possession of the Equipment and is authorized by Buyer to enter upon any premises of Buyer without notice for the purpose of taking possession of the Equipment. Repossession by Seller or the surrender of the Equipment to Seller will not affect the right of Seller to recover from Buyer any and all damages which Seller may have sustained by reason of the breach of any of the covenants, terms, or conditions of this Agreement.

17. Repossession

BUYER ACKNOWLEDGES THAT SELLER HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD BUYER BE IN DEFAULT OF ITS OBLIGATIONS UNDER THIS AGREEMENT. BUYER WAIVES ANY RIGHT TO REQUIRE SELLER TO GIVE BUYER NOTICE AND A JUDICIAL HEARING BEFORE EXERCISING SUCH RIGHT OF REPOSSESSION.

18. Warranty

The Equipment is warranted for a period of one year from date of occupancy or Substantial Completion, whichever is earlier, against defects in material and workmanship under normal use and service, unless otherwise stated by warranties of Seller's supplier or purchased components. Buyer will deal directly with Seller if a claim arises, and any such claim must be in writing. This warranty does not cover items such as heater, air conditioner, water heater, tires, and other components which may carry their own warranty, nor does it cover any Equipment that has been subjected to misuse, neglect, or accident.

Should any failure to comply with the foregoing warranty appear within such one-year period, Seller will, at its option, either repair or replace the defective part. The remedy provided in this paragraph 19 is Seller's only obligation and the sole exclusive remedy for failure by Seller to conform to the foregoing warranty. In no event will Seller be liable for incidental or consequential damages, including by way of illustration and not limitation, loss of profits and loss of other property or equipment.

Seller will assume no expense or responsibility for the cost of any repairs if Seller is not notified in advance in writing of the need for such repairs and if Seller is not given the opportunity to perform such repairs with its own forces or to otherwise manage complete correction of the problem.

THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty no longer remains in effect if the Equipment is exported from the continental United States, anytime during the one-year warranty period.

The warranty is limited to "normal" usage and exposure. The following non-exclusive list is not "normal" and therefore excluded from this warranty:

- a. Improper installation affecting the structural design of the Equipment (if installed by anyone other than Seller) or failure to provide the proper drainage of water from all surfaces without internal penetration of the Equipment.
 - b. Improper maintenance.
 - c. Damages caused by work not performed by Seller or Seller's agents.
 - d. Installation in an area subject to heavy fall-out or exposure to corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, fertilizing manufacturers, paper plants, and the like.
 - e. Acts of God, vandalism, falling objects, external forces, explosion, fire, riot, acts of war, and radiation.
- In the event that any defect is discovered by Buyer, notice of the defect must be given to Seller in writing, and such notice must be sent within the warranty period by certified registered mail. The warranty is tendered for the sole benefit of the original Buyer and is not transferable or assignable and further is void in the event the product is removed from its original location of installation.



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Your Satellite Sales Representative:
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19. Disclaimer; Limitation of Liability

Seller has no liability whatsoever to Buyer for any indirect, consequential, incidental, or punitive damages, costs, or expenses, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, OR BUSINESS INTERRUPTION, WHETHER FOR BREACH OF CONTRACT, TORT, OR UNDER ANY OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT MAY SELLER'S LIABILITY TO BUYER UNDER THIS AGREEMENT EXCEED THE ACTUAL AMOUNTS PAID BY BUYER TO SELLER UNDER THIS AGREEMENT FOR THE EQUIPMENT.

20. Attorney's Fees and Costs

In the event Buyer defaults under this Agreement, Seller will be entitled to recover from Buyer, in addition to all other items of damages, all costs and expenses, including court costs and reasonable attorney's fees incurred by Seller to enforce its rights and remedies under this Agreement.

21. Financing Statement

Seller is authorized by Buyer to cause this Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Seller's interest in the Equipment. Buyer agrees to execute any such instruments as Seller may request from time to time.

22. Interest and Late Charges

If payment is not received on the due date indicated on an invoice, to compensate Seller for damages caused by Buyer's failure to pay on time, Buyer must pay interest on all late payments in an amount equal to the lesser of: (a) one and one-half percent (1½%) per month, or (b) the maximum percentage allowed by law, calculated daily and compounded monthly.

23. Miscellaneous

Time is of the essence regarding this Agreement. This Agreement may be signed in any number of counterparts, and each constitutes a duplicate original. The Parties agree to execute, or if required, acknowledge such further counterparts of this Agreement or any other documents as may be necessary to comply with the provisions of any applicable law at any time in force which requires the recording of filing of this Agreement or a copy of this Agreement in any public office of the United States or any state or political subdivision, and agrees to pay the fees or charges imposed by law for any such mandatory filing or recording as well as the amount of any stamps or documentary taxes, federal or state, levied or assessed on this Agreement.

This Agreement was jointly drafted by the Parties, and the Parties agree that neither should be favored in the construction, interpretation or application of any provision or any ambiguity. There are no unwritten or oral agreements between the Parties. This Agreement, those documents specifically set forth in section 1, and any schedules or amendments, constitute the entire understanding and agreement between Seller and Buyer with respect to the sale of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments, and offers between the Parties, whether oral or written. No provision of this Agreement may be deemed waived, amended, discharged, or modified orally or by custom, usage, or course of conduct unless such waiver, amendment or modification is in writing and signed by an officer of each of the Parties. Provisions of this Agreement are severable, and the invalidity of any provision does not affect the validity of any other provision. This Agreement is primary over any other terms or purchase order issued by Buyer.

This Agreement, any proposal, schedule(s), attached riders, and any documents or instruments issued or executed under this Agreement will have been made, executed, and delivered in, and governed by the internal laws (as opposed to conflicts of law provisions) and decisions of, the State of Minnesota. Seller and Buyer consent to the exclusive jurisdiction of any local, state, or federal court located within Minnesota. Venue must be in Minnesota, and Buyer waives local venue and any objection relating to being an improper venue to conduct any proceeding relating to this Agreement. Provisions of this Agreement are severable, and the invalidity of any provision will not affect the validity of any other provision.

It is the policy of Satellite Shelters, Inc. not to discriminate against any employee or applicant for employment because he or she is an individual with a disability or a protected veteran. We encourage you to do the same.

24. Cancellation Penalty

It is expressly understood and agreed that if Buyer should terminate this Agreement at any time before delivery of the Equipment, Buyer must pay to Seller 100 percent of the purchase price as set forth in Section 4 ("Cancellation Fee"). This Cancellation Fee is required because Seller will incur damages that are difficult to ascertain as a result of such termination.