



Sean Khan Consulting Company, Inc. (dba) SKC Company
15345 Fairfield Ranch Rd - Suite 160
Chino Hills, CA 91709
Phone: (909) 740-3120 Fax: (909) 726-9470
www.skccompany.com

Lease Start Date: March 1, 2023
Lease No:50-1

36675

April 9, 2023

LEASE EXTENSION AGREEMENT #50-1

Lessee

City of Long Beach

Parks, Rec & Marine Dept. Comm Parks Prog.

2760 N. Studebaker Road

Long Beach, CA 90815-169

Site Contact: Nancy Villasenor

Address: 2760 Studebaker Road

City: Long Beach, CA 90815

Project Name: Parks, Rec. & Marine Dept.

APPROVED AS TO FORM

9-12, 2023

DAWN MCINTOSH, City Attorney

By

ANITA LAKHANI
DEPUTY CITY ATTORNEY

Monthly Charges

Qty	Description	Size	Mo. Rate	Lease Term	Total Recurring Mo. Charges	Total Lease
1	HCD Custom Office	24x60	\$1,355.00	60	\$1,355.00	\$81,300.00
Total Mo. Charges:					\$1,355.00	
Total Lease Term:					\$	\$1,300.00

Charges Upon Signing

Qty	Description	Each	Total
1	First Months Rent (March 1, 2023)	\$1,355.00	\$1,355.00

Total Due Upon Signing: \$1,355.00

Charges Upon Return

Qty	Description	Each	Total
1	Dismantle Deck/Ramp System	\$3,000.00	\$3,000.00
1	Return Deck/Ramp System	\$1,800.00	\$1,800.00
1	Dismantle 24x60	\$7,500.00	\$7,500.00
2	Return 12x60 Floors	\$2,400.00	\$4,800.00

Total Due Upon Return: \$17,100.00

Total Initial Invoice: \$1,355.00

By signing this document, customer accepts attached terms and conditions. (Attachment A)

Please sign below and fax or email this document to the fax number shown or the email address you received the document from.

My signature confirms I am approved to sign for this purchase.

Signature: Linda F. Tatum

Print Name: LINDA F. TATUM

Title: ASST. CITY Date: 9-13-2023

SPECIAL NOTES

Additional Note: Installation pricing may be adjusted due to site conditions. Site to have building corners marked by the District prior to delivery. Temporary fencing is the responsibility of the District. Transportation permits are included here; pilot cars are excluded. However, if pilot cars are required, this fee will be added to your initial bill.

All final electrical connections are the responsibility of the District. SKC Company accepts no responsibility for site work, utilities, permits, and fire protection done on site by the District.

Block/Level: Price assumes building is installed on a SKC Company standard foundation. SKC Company assumes installation on the minimum foundation design criteria/tolerances.

For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to specific finish, floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Credit Application: Credit application along with security deposits and initial bill may be required.

Delivery Date: Delivery date will not be confirmed until SKC COMPANY receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site, excludes private sectors.

Transportation/Freight: Pricing for freight assumes weather and road conditions are satisfactory for transportation of modular buildings. In the event, hazardous weather and/or road conditions deter/alter/delay successful delivery of the modular buildings, additional freight charges apply. In the event, hazardous weather and/or road conditions

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.



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interfere with the originally promised delivery date, SKC Company reserves the right to alter or change the originally promised delivery date to accommodate for hazardous weather and/or road conditions.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing

Sean Khan Consulting Company, Inc. (dba) SKC Company as an additional insured and property coverage for the value of the unit(s) leased listing

Sean Khan Consulting Company, Inc. (dba) SKC Company as loss payee.

Item & Description	Quantity	Insurance Value
24'x60' Office	1	\$138,000

INCORPORATION BY REFERENCE

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<https://www.skccompany.com/resources/contract-terms/>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Sean Khan Consulting Company, Inc. (dba) SKC COMPANY, a California corporation, as lessor ("Lessor") and lessee ("Lessee", as described in the Lease Agreement in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR:	LESSEE:
Sean Khan Consulting Company, Inc. (DBA) SKC COMPANY	
Signature: <u>Melina Corona</u>	Signature: <u>Linda F. Tatum</u>
Print Name: <u>Melina Corona</u>	Print Name: <u>LINDA F. TATUM</u>
Title: <u>CEO</u>	Title: <u>ASST. CITY MANAGER</u>
Date: <u>6/21/2023</u>	Date: <u>9-13-2023</u>

ATTACHMENT A

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

MONTHLY LEASE TERMS AND CONDITIONS

- Schedules.** Lessee agrees to lease from Lessor the Units described in each related Schedule which is executed pursuant to this Agreement. Lessor and Lessee may enter into one or more Schedules for the lease of personal property consisting of mobile modular building units, and any related equipment, including, without limitation, steps, and building skirts and supports, upon the terms and conditions set forth herein (all such personal property, together with all replacements, repairs and additions incorporated therein or affixed thereto, are referred to herein as the "Units"). A Schedule may also include the financing of Intangibles. Each Schedule will constitute a separate agreement with respect to that Schedule and will specify details and any special terms applicable to that Schedule. In the event of any conflict between this Master Lease and a Schedule, the Schedule will govern.
- Term.** On the Acceptance Date, Lessee shall execute and deliver a Certificate of Acceptance and shall thereafter be bound to perform its obligations under the Schedule, and the term of the Schedule will begin and continue from the Acceptance Date for a period of five years, or earlier, if terminated by either party pursuant to this Lease Agreement. Termination of a Schedule under this Section shall be effective as follows, (1) One Year term fulfilled on month 13 lease break, the fee is \$10,800.00 or (2) Two Year term fulfilled on month 25 lease break, the fee is \$9,840.00 or (3) Three Year term fulfilled on month 37 lease break, the fee is \$8,780.00 or (4) Four Year term fulfilled on month 49 lease break, the fee is \$8,160.00 and plus all applicable return charges applies to any indicate lease break Year.
- Rent, Nonappropriation and Overdue Rate.** Rent is due and payable in advance on the first day of each Rent Interval at such address that Lessor or its Assignee may designate in writing. Interim Rent shall be due and payable upon invoicing. If any payment is not made when due, Lessee will pay interest at the Overdue Rate and, in addition, Lessee shall pay a late payment fee of 5% of the amount of the delinquent rent and other charges. Lessee reasonably believes that legally available funds in an amount sufficient to pay the Rent for the Base Term can be obtained. Lessee will do all things within its power to obtain, maintain, and properly request and pursue funds from which the rental payments may be paid including: (i) making provisions for the rent payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding; (ii) using its best efforts to have such portion of the budget approved; and (iii) exhausting all available means in the event such portion of the budget is not approved. If either no funds or insufficient funds are appropriated for the rental payments due under any Schedule, then Lessee shall have the right to terminate the applicable Schedule effective upon the start of the fiscal year for which such funding was not received. Lessee must give Lessor ninety days' notice of any such termination and will provide a written certification that funds have not been appropriated and that such non appropriation did not result from any act or failure to act by the Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay the Rent under each Schedule shall constitute a current expense of

Lessee and shall not in any way be construed to be a debt of Lessee in contraventions of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

4. **Taxes.** Lessee will pay or reimburse, and hereby indemnifies Lessor, its successors and assigns, from all claims, damages, or liabilities arising from, any and all sales and use taxes and other direct taxes as follows: taxes, fees or assessments imposed by the U.S. Government, any state government, or any county, city or other taxing authority, including the United States Department of Housing, for property, excise and gross receipts, license and registration fees assessed or assessable by a taxing authority and allocated by the Lessor on either an individual or prorated basis for any Units based on purchase price, value, possession, use, sites, rentals, delivery or operation thereof and exclude any Federal or State taxes relating to net income. Lessor shall be responsible for filing all personal property tax returns. Lessor and Lessee contemplate that the Units will be used for governmental or proprietary purposes of Lessee and may therefore be exempt from property taxes. If the use, possession or acquisition of any Units is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and government charges lawfully assessed or levied against or with respect to the Units.

5. **Net Lease.** Each Schedule constitutes a net lease. Lessee's obligations (i) to pay Rent and all other amounts due hereunder and (ii) to perform all other Lessee obligations hereunder are absolute, non-cancellable and unconditional and are not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason other than pursuant to the nonappropriation provisions set forth in Section 3.

6. **Title and Assignment.** Lessee acknowledges and agrees that Lessor owns the Units. Lessee's interest is a possessory interest only, Lessee obtains no title to such Units, and Lessee holds the Units subject to and subordinate to the rights of Lessor and any Assignee. In order to perfect Lessor's security interest in the Units in the event a Schedule is determined to be a lease intended as security, Lessee grants Lessor a security interest in the Units to secure all obligations of Lessee to Lessor and authorizes Lessor to prepare, execute and file, in Lessee's name, UCC financing statements confirming and perfecting such interests in the Units. Until all obligations of Lessee to Lessor with respect to a Schedule are satisfied in full, Lessee will not file a termination of any financing statement filed by Lessor with respect to the Schedule. Lessee will give Lessor at least thirty (30) days prior written notice of any change in Lessee's name, form of organization or jurisdiction of formation. Lessee will, at its expense, keep the Units free and clear from any liens or encumbrances of any kind (except any caused by Lessor) and will indemnify and hold Lessor and Assignee harmless from and against any loss caused by Lessee's failure to do so. Upon request, Lessee will mark the Units indicating Lessor's interest.

Lessor will be entitled to sell, assign, or transfer, in whole or in part, its interest in a Schedule, the receivables and/or the Units thereunder or grant a security interest in and to a Schedule and/or the Units to an Assignee. The Assignee may exercise all of Lessor's rights, but Lessor will remain solely responsible for the performance of its obligations hereunder unless consented to in writing by Lessee. Lessee consents to and upon request will acknowledge such assignment in a written notice provided by Lessor to Lessee. Upon request, Lessee will provide (i) a secretary's certificate of incumbency and authority, (ii) a legal opinion relating to the representations contained in Section 12, (iii) audited financial statements, and (iv) any other documentation reasonably requested by Lessor. Lessor acknowledges that any assignment or transfer by Lessor permitted hereunder shall not materially change Lessee's duties or obligations under this Agreement or materially increase the burdens or risks imposed upon Lessee. To the extent permitted by law, Lessee waives, and shall not assert against any Assignee any right or claim that Lessee may have against Lessor or any third party and will pay all Rent and other amounts due under each Schedule without any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment.

7. **Selection, Care, Use and Maintenance.** Lessee acknowledges that it has selected the Units and specified its configuration based on its own judgment and that it does not rely on any representations made by Lessor.

Lessee's written acceptance of a Unit shall conclusively establish that the Unit is in good and efficient operating order, condition and appearance, and that Lessee unconditionally accepts the Unit "as is" and subject to the provisions of this Agreement.

Lessee will be solely responsible for the Units site preparation and related costs, including without limitation, all necessary plumbing, carpentry, electric power, building alterations and architectural plans and drawings. Lessee will pay any and all utilities used or consumed by Lessee in relation to the Units, including, without limitation, electricity, water, gas, sewer and telephone services. Lessee will ensure that the Units site meets any Units specifications and that reasonable access thereto is available at the time of Units delivery and installation. Unit specifications and/or drawings, if any, will be provided by the manufacturer and/or Lessor. Lessee, at its expense, will obtain all necessary governmental approvals, planning consents, consents of landlords or adjoining owners and all other required licenses and permits whatsoever. Any drawings and/or specifications provided by Lessor for Units site preparation are solely for the purpose of illustrating Units location and stating minimum specifications for Units installation.

The Units shall be kept by Lessee in its sole possession and control and will be used only by Lessee's qualified employees or agents in compliance with: (A) all applicable laws, statutes and regulations; (B) the Manufacturer's expressed warranties, specifications and anticipated use of the Units; and (C) the terms of the insurance policies pertaining to the Units and its use. Any costs of such compliance, licensing and registration will be borne by Lessee. Lessee agrees that adherence to such installation, use, operation and compliance will be the sole obligation of Lessee. Lessee will obtain such licensing and registration of the Units as required by Federal, state or local law or regulation, including, but not limited to, any vehicle licensing and registration required by any state or applicable Federal regulations where the Units will be operated.



Lessee shall, at its expense: (A) maintain the Units in good working order and appearance; (B) supply all parts, supplies, utilities and a suitable installation site, necessary for the proper operation of the Units as specified by the Manufacturer; and (C) make all necessary or recommended adjustments, engineering changes and repairs thereto. Lessee will grant access to the Units, and all records and logs relating to the use and maintenance thereof, subject to Lessee's reasonable security requirements, to Lessor, Lessor's Assignee, their agents and the organization providing maintenance services for the Units during normal working hours for inspection, repair, maintenance, installation or required engineering changes and for any other reasonable purposes. Lessor hereby assigns to Lessee any warranty rights which Lessor may have against the Manufacturer, to the extent such warranty rights are assignable. With respect to such warranty rights as are not assignable, Lessor hereby appoints Lessee as its agent and attorney-in-fact for the purpose of enforcing such warranty rights at Lessee's expense.

Lessee will not permit any additions, improvements, variations, modifications or alterations of any kind to be made to the Units without Lessor's prior written consent.

Lessee shall not remove the Units from the location(s) specified on the Schedule without prior written approval from Lessor, and shall notify Lessor immediately of any levy or seizure thereof and shall indemnify Lessor, its successors and assigns, against loss or damage resulting therefrom (including reasonable attorneys' fees and costs).

8. Transportation, Deinstallation, Return and End of Term Return Requirements. Lessee assumes the full expense of transportation and in-transit insurance to Lessee's premises and for installation of the Units.

Upon the expiration or termination of a Schedule, Lessee will, at its expense, deinstall, pack and ship the Units to the location specified by the Lessor in accordance with the manufacturer's specifications. The deinstallation of the Units shall be done by the manufacturer's service representative or such other service representative that is acceptable to the Lessor at Lessee's sole expense.

Lessor shall have the right from time to time during regular business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition and proper maintenance of the Units (including the right to review Lessee's records pertaining to the Units). Lessee shall, upon the request of Lessor, and at Lessee's own expense, firmly affix to the Units, in a conspicuous place, a label or metal plate as shall be supplied by Lessor showing Lessor as the owner and lessor of such Units. At least 30 days prior to the return of the Units, but in no event earlier than 60 days prior to such return, Lessee shall, at its sole expense, have the original manufacturer (or other similarly qualified Units maintenance representative acceptable to Lessor) conduct a comprehensive physical inspection of the Units and provide Lessor with a condition report based on such inspection. The report shall either certify that the Units are in the condition required under this Agreement, or describe the repairs necessary to cause the Units to comply with such return requirements. Lessee shall promptly affect all such repairs at its expense.

Upon return of any Units leased hereunder, the general condition of the Units shall be in good working order and condition (ordinary wear and tear excluded) and all operating components will be able to perform their operating function as originally intended and specified by the manufacturer. Further, the Units shall qualify for any applicable licenses or permits necessary for its intended purpose and operation and shall comply with all applicable federal, state, local and other regulatory requirements.

Notwithstanding the return of the Units at Lessor's location, Units returned with accessories, attachments or other missing items, Units requiring repairs of any kind, or requiring restoration to original specifications and units' condition due to alterations or modifications performed by Lessee shall remain leased hereunder until said replacements, repairs or restorations have been made by Lessee in a manner acceptable to Lessor. In the event Lessee chooses not to make the required replacements, repairs or restoration, then Lessor shall determine the amount due for replacements, repairs or restoration to be made and the Units will remain leased hereunder without abatement of rental until the date that the amounts due are paid by Lessee. Lessee shall pay Lessor promptly upon receipt of any invoice(s). Any changes, alterations, or improvements shall immediately, upon their completion, become Lessor's property without compensation therefor. At the termination of this Agreement, Lessor may, at its option and at Lessee's sole expense, require Lessee to return the Units to their original specifications.

Ordinary wear and tear will not include contamination by hazardous, toxic or radioactive materials, bio-hazardous substances or petroleum products ("Hazardous Substances"). In no event will Lessee use or store Hazardous Substances in the Units, except such quantities as would be normal in the operation of a commercial office (or educational facility, if applicable). In no event will Lessee locate the Units at a remediation or other site where contamination by Hazardous Substances is foreseeable. If any returned Units are found to have been contaminated by Hazardous Substances during Lessee's possession, Lessor may charge Lessee for the clean-up or may require Lessee to purchase the Units at the then current market price for uncontaminated Units.

If the Units are not timely returned or fail to satisfy the return conditions at the expiration or earlier termination of the Lease, the Lease shall be automatically extended until Lessee causes the Units to satisfy the return conditions provided herein. During such holdover period, Lessee shall pay rental to Lessor as provided in the Lease and shall be liable to Lessor for any net damages suffered by Lessor as a result of such holdover. Lessee shall promptly undertake such actions as necessary to satisfy the return conditions.

LESSEE'S

9. **Relocation or Assignment by Lessee.** Throughout the term of the applicable Schedule, Lessee will keep the Units at the site(s) designated in the Schedule or at such other address within the continental United States as Lessor may from time to time approve in writing prior to such relocation.

LESSEE SHALL NOT (A) SELL, ASSIGN OR TRANSFER THIS MASTER LEASE OR ANY SCHEDULE, OR ANY RIGHTS, INTERESTS OR OBLIGATIONS HEREUNDER OR THEREUNDER, OR THE UNITS SUBJECT THERETO OR (B) SUBLEASE, RENT OR PERMIT ANYONE OTHER THAN LESSEE TO USE THE UNITS. Any purported sale, assignment, sublease, transfer or other disposition in violation of this section will be of no force and effect.

10. **Risk of Loss and Insurance.** Effective upon delivery, Lessee will bear the risk of and indemnify Lessor against loss, theft or destruction of or damage to the Units. Lessee will carry casualty insurance for the Units in an amount not less than the Casualty Value and shall carry comprehensive general liability insurance in amounts of not less than \$1,000,000.00 per occurrence covering Lessee, the Units and its use. Lessee will also carry commercial property insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Units as a result of collision, fire, lightning, theft, flood, windstorm, explosion or any other casualty. All insurance policies will (i) name the Lessor and its Assignees as loss payees for casualty coverage and additional insureds for liability coverage, and (ii) will provide for at least 30 days prior written notice to Lessor and its Assignees of cancellation or expiration.

Lessee will promptly repair any damaged Units at its expense, unless such Units have suffered a Casualty Loss. If the Units have suffered a Casualty Loss, Lessee will notify Lessor within fifteen (15) days of such Casualty Loss and Lessee will replace the damaged Units with Units of the same manufacturer model, type, feature and configuration, and marketable title in such replacement Units will vest in Lessor free and clear of all liens and encumbrances, except the interest of Lessee under the Lease.

There will be no abatement of any Rent, or any other amounts owed to Lessor under a Schedule, as a result of any loss, theft, destruction or damage to the Units.

11. **Indemnification.** To the extent permitted by State law, Lessee will indemnify and hold Lessor and Assignee harmless, on an after tax basis, from and against any and all claims, costs, expenses, damages, personal injury damages, property damages and liabilities, including reasonable attorneys' fees, arising in connection with any Unit or the Schedule including, without limitation, the ownership (for strict liability in tort only), possession, control, selection, leasing, maintenance, operation, return, or other disposition and use of the Units any defects therein or any intellectual property infringement. The Lessee, however, will not be responsible for injury directly attributed to the intentional or grossly negligent acts or omissions of the indemnified party, its employees or agents.

12. **Representations and Warranties.** Lessee represents and warrants that (i) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the state where the Lessee is located (the "State") with full power and authority to enter into this Master Lease and any Schedule entered into hereunder, (ii) Lessee has duly authorized the execution and delivery of the Master Lease and any Schedule by proper action of its governing body at a meeting duly called and held in accordance with State law or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of the Master Lease and each Schedule, (iii) Lessee has complied with public bidding requirements as required, (iv) during the Base Term or any extension thereof, the Units will be used by Lessee solely for the purpose of performing essential government or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority, (v) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Schedule, (vi) this Master Lease and each Schedule will have been executed by a duly authorized representative with full power and authority to legally bind such party, (vii) the Master Lease and each Schedule constitute legal, valid and binding agreements of the Lessee enforceable in accordance with their terms, (viii) the Units are personal property and will not become fixtures under applicable law, (ix) Lessee is the owner of record of the real estate on which the Units will be placed; and (x) there is no mortgage or other lien of record on such real estate nor will there be prior to the placement of the Units.

The parties intend that the Units shall not become fixtures, and the Units shall, in fact, not become fixtures. The Units shall at all times remain the personal property of the Lessor, and Lessee shall take no actions that may result in the Units becoming affixed to real property so as to constitute fixtures. Lessee shall execute, obtain and record such instruments and take such actions as may be necessary to prevent any person from acquiring any rights in any Units paramount to the rights of Lessor, including, but not limited to any notices to persons that the Units are personal property.

13. **Default.** The occurrence of any one or more of the following Events of Default constitutes a default under a Schedule:

(i) Failure of Lessee to pay Rent or any other amounts when due, if that failure continues for ten (10) days; (ii) Failure of Lessee to perform any other term or condition of this Master Lease or the Schedule, if that failure continues for thirty (30) days; (iii) Any representation or warranty by Lessee or any guarantor of Lessee's obligations proves to have been false or misleading when made; (iv) An assignment by Lessee for the benefit of creditors, the failure by Lessee to pay its debts when due, the insolvency of Lessee, the filing by Lessee or the filing against Lessee of any petition under bankruptcy or insolvency law, or the appointment of a trustee or other officer with similar powers, the liquidation of Lessee, or the taking of any action for the purposes of the foregoing; (v) Lessee dissolves or ceases to do business as a going concern or sells all or

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substantially all of its assets; (vi) Lessee nor any guarantor of Lessee's obligations under a Schedule will permit or suffer a change in its controlling ownership from the date of the applicable Schedule without Lessor's prior written consent; (vii) The occurrence of an Event of Default under any Schedule or other agreement with Lessor or its Assignee; or (viii) Any guarantor of Lessee's obligations under a Schedule becomes subject to any of the events or occurrences set forth in subsections (iv) or (v).

14. Remedies. Upon the occurrence of any of the above Events of Default, Lessor may at its option exercise one or more of the following rights:

(i) enforce Lessee's performance of the provisions of a Schedule by appropriate court action in law or in equity; (ii) terminate the Schedule without terminating Lessee's obligations thereunder; (iii) recover from Lessee any damages or expenses, including Default Costs; (iv) to the extent permitted by law, recover all sums due and accelerate the present value of the remaining payment stream of all Rent due under the applicable Schedule (discounted at the lower of 2% or the rate at which the applicable Schedule was financed with an Assignee) together with all Rent and other amounts currently due as liquidated damages and not a penalty which shall be immediately due and payable; (v) enter Lessee's premises to remove and repossess the Units without being liable for damages (except those resulting from its negligence) or if the Units cannot be repossessed, then recover from Lessee the Fair Market Value of the applicable Units subject to the Event of Default; and (vi) pursue any other remedy permitted by law or equity. No remedy is intended to be exclusive, but each right may be enforced concurrently or individually.

In the event Lessor shall retake possession of the Units or any part thereof, if there shall, at the time of such retaking, be in, upon or attached to such Units any other property, goods or things of value belonging to Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such property, goods or things of value and hold the same for Lessee either in Lessor's possession or, in the exercise of Lessor's sole discretion, in public storage for the account of, and at the expense of, Lessee.

15. Mitigation. Upon return of the Units pursuant to Section 14, Lessor will use reasonable efforts in accordance with its normal business procedures (without any obligation of priority) to mitigate its damages as described below. **LESSEE WAIVES ANY RIGHTS CONFERRED BY STATUTE WHICH MAY REQUIRE LESSOR TO MITIGATE ITS DAMAGES OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES STATED HEREIN.** Lessor may sell or lease the Units on a public or private basis. The net proceeds for any such transaction will be determined based upon the following: (a) if sold, the cash proceeds of the sale, less the Fair Market Value of the Units at the end of the Base Term and less the Default Costs; or (b) if leased, the present value (discounted at three percent over the prime rate as referenced in the Wall Street Journal at the time of the mitigation) of the rentals for a term not to exceed the remainder of the Base Term at the time of default, less the Default Costs. The proceeds of mitigation, if any, will be applied against liquidated damages due to Lessor. If the net proceeds available after the permitted deductions are less than the amounts due and owing to Lessor under Section 14, Lessee shall be liable for the deficiency.

16. Lessor Warranty and Assignment of Manufacturer Warranties. Lessor (and any Assignee) warrant to Lessee that so long as Lessee is not in default, neither party will disturb Lessee's quiet and peaceful possession, and unrestricted use of the Units or any intangibles.

To the extent possible, Lessor will assign to Lessee any manufacturers' warranties relating to the Units. Lessee may interact directly with the manufacturer to receive complete documentation relating to the manufacturer warranties and any disclaimers and limitations thereon.

17. Disclaimers, Limitations and Waivers. LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE UNITS AND, EXCEPT AS SET FORTH IN SECTION 16 OF THE MASTER LEASE, MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR A PARTICULAR PURPOSE, BOTH AS TO UNITS AND AS TO ANY DELIVERY, INSTALLATION, DEMOBILIZATION, MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR ON THE UNITS. Lessor shall not be bound by any statements, agreements or representations not specifically set out herein, unless the same be reduced to writing and signed by any authorized officer of Lessor. The Units are leased "as is".

Lessor is not responsible for any liability, claim, loss, damage or expense of any kind (including strict liability in tort) caused by the Units, except for any loss or damage caused by the negligent acts of Lessor.

LESSOR SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED ON LESSEE UNLESS EXPRESSLY GRANTED IN THIS MASTER LEASE OR SCHEDULE.

ARTICLE 2A MAY APPLY TO A SCHEDULE AND LESSEE MAY HAVE CERTAIN RIGHTS THEREUNDER. IF SO, LESSEE ACKNOWLEDGES THAT SUCH A SCHEDULE IS A FINANCE LEASE AS DEFINED IN UCC SECTION 2A-103. TO THE EXTENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ANY RIGHTS OR REMEDIES LESSEE MAY HAVE UNDER UCC SECTIONS 2A-508 THROUGH 522 INCLUDING, WITHOUT LIMITATION, RIGHTS OF REJECTION, REVOCATION, CANCELLATION, AND RECOVERY FOR BREACH OF WARRANTY.

18. Miscellaneous.

A. Purchase Orders. Lessee may issue a purchase order to Lessor for administrative purposes only. Terms and conditions on Lessee's purchase order or other acknowledgment form, which are in addition to, or in conflict with this Agreement, will be of no force or effect.

B. Purchase Authorization. With respect to any Units as to which (i) Lessee has issued a purchase order to Lessor or (ii) Lessee and Lessor have executed a letter of intent, proposal or similar agreement outlining the cost, rent, term and other provisions, and providing for such Units to be

leased under a Schedule hereto, Lessee agrees that: (a) Lessor may order such Units from a manufacturer or vendor thereof in Lessor's own name, and (b) in such case, Lessee will indemnify and hold Lessor harmless from and against all claims, actions and/or demands of said manufacturer or vendor resulting from any cancellation or termination of said purchase order in the event that the lease financing of said Units contemplated by the letter of intent, proposal or similar agreement is not consummated,

C. Relationship. Each party is an independent contractor and, except as expressly set forth herein will have no authority to bind or commit the other party. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties.

D. No Waiver. The waiver by either party of a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of the remaining provisions.

E. Notices. Any notice, request or other communication under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail to the address set forth above or, one (1) day after such notice is sent by overnight delivery. The end of lease notice required under Section 2 may be provided by Lessee by (i) an electronic transmission utilizing Lessor's Asset Management Online System (AMOS) or (ii) via email addressed to eol_notice@ifsleasing.com. Each party adopts its signature on the electronic transmission methods described above as its original signature and agrees that such notification methods will have the same effect as if the document had been signed and delivered by mail or in person.

F. Survival. Those terms and conditions which would, by their meaning or intent, survive the expiration or termination of any Schedule will so survive.

G. Entire Agreement. This Master Lease and each Schedule represents the entire agreement between the parties and supersedes all oral or other written agreements or understandings between the parties concerning the Units. This Master Lease and each Schedule may not be modified unless in writing and signed by the party against whom enforcement of the modification is sought. If any provision of this Master Lease or any Schedule is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

H. Law. THIS MASTER LEASE AND EACH SCHEDULE IS GOVERNED BY THE LAWS OF THE LESSEE'S DOMICILE WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS. All parties agree that no convention of the United Nations, including the Convention on Contracts for the International Sale of Goods, shall apply to a Schedule. If there is any dispute or litigation as a result of this Agreement, the prevailing party will be entitled to reasonable attorney's fees. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY TO THE EXTENT SUCH RIGHT MAY BE WAIVED.

I. Counterparts. This Master Lease and any Schedule may be executed in counterparts, each of which shall be deemed an original, with all of the counterparts together constituting one and the same instrument.

J. Binding Effect. This Master Lease shall be binding upon and shall inure to the benefit of Lessor, Lessee and their respective successors and permitted assigns.

K. Lessor's Discharge of Lessee's Obligations. If Lessee fails to comply with any provision of a Schedule, Lessor has the right, but not the obligation, to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. If Lessee fails to deliver, or keep in effect, the insurance certificates as required by this Agreement, Lessee shall be in Default under this Agreement, and, at Lessor's option, Lessor may obtain such insurance for Lessee at Lessee's cost. In such event, all monies advanced or extended by Lessor, and all expenses incurred by Lessor in affecting such compliance, together with an amount equal to the Overdue Rate shall be paid by Lessee to Lessor on the first day of the next Rent Interval. No such performance by Lessor shall be deemed a waiver of any rights or remedies of Lessor or be deemed to cure the default by Lessee.

L. Affiliates. Lessor and Lessee (or any of Lessee's Affiliates) may enter into one or more Schedules for the lease of Units. If the Schedule is executed by an Affiliate of Lessee, then such Affiliate shall be deemed the "Lessee" hereunder with respect to that Schedule. The Master Lessee will, without notice, be jointly and severally liable for the due performance of the obligations of its Affiliates under all Schedules executed hereunder, including without limitation, all terms and conditions negotiated by its Affiliate.

M. Electronic Chattel Paper. Lessor and Lessee agree that the written version of this Master Lease and any Schedule hereto containing the original, fax, or machine copy signatures may constitute the original authoritative version, and that the electronic version of this Master Lease and such Schedule which has been authenticated by Lessor and Lessee in accordance with applicable law and controlled by the Lessor (or any Assignee identified pursuant to Section 7 hereof) shall (pursuant to the rules and regulations of eOriginal, Inc.) constitute the original authoritative version of this Master Lease and such Schedule; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide, and there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Master Lease and such Schedule, then the "Paper Out" printed version of this Master Lease and such Schedule as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole authoritative version. Both Lessor and Lessee hereby agree that this Master Lease and any Schedule may be authenticated by electronic means, and expressly consent to the use of the electronic version of this Master Lease and such Schedule to embody the entire agreement and the understanding between Lessor and Lessee. Reference herein to eOriginal shall mean eOriginal, Inc., Baltimore, MD, or any successor electronic custodian appointed by Lessor and Lessee.

19. Definitions.

A. "Acceptance Date" is defined in the Schedule.

B. "Affiliates" means any entity directly or indirectly owned or controlled by, or under common ownership or control with the Master Lessee who is party to this Agreement.

C. "Agreement" means collectively this Master Lease and each Schedule.

D. "Assignee" means an entity to which Lessor has sold, assigned or transferred its rights in a Schedule, the receivables and/or the Units covered thereby or has been granted a security interest in a Schedule and/or related Units for the purpose of securing a loan.

E. "Base Term" means the period of time beginning on the first day of the full Rent Interval following the Acceptance Date and continuing for the number of Rent Intervals indicated on the Schedule.



- F. "Casualty Loss" means that the Units has suffered irreparable damage or destruction or has otherwise been irretrievably lost or stolen or taken in condemnation.
- G. "Casualty Value" means the aggregate Rent remaining for the balance of the Base Term plus the Fair Market Value of the Units.
- H. "Default Costs" means reasonable costs and expenses, including court costs, reasonable collection and attorney's fees and costs, as well as any costs of repossession, repairing, refurbishing and remarketing resulting from a Lessee Event of Default.
- I. "Events of Default" means the events described in Section 13.
- J. "Fair Market Value" means the price or rent (as applicable) obtainable for the Units in an arm's-length sale or lease transaction (as applicable) between informed and willing parties, neither under compulsion to contract, for the sale or lease of Units utilizing an assumption that the Units is installed and under continuous and uninterrupted use by the buyer/user.
- K. "Interim Rent" means the prorata portion of Rent due for the period from the Acceptance Date through but not including the first day of the first full Rent Interval of the Base Term.
- L. "Notice Period" means 120 days prior to the expiration of the Base Term or any month thereafter.
- M. "Master Lease" has the meaning set forth in the first sentence of this Master Lease Agreement.
- N. "Master Lessee" means the party executing this Master Lease as the "Lessee".
- O. "Overdue Rate" means the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law.
- P. "Rent" means the rent, including Interim Rent, Lessee will pay for the Units as specified in the Schedule.
- Q. "Rent Interval" means a full calendar month or quarter as indicated on a Schedule.
- R "Schedule" means a document which is issued pursuant to this Master Lease and incorporates by reference certain terms and conditions of this Master Lease as indicated herein.
- S. "UCC" means the Uniform Commercial Code as enacted in California.
- T. "Units" means personal property consisting of mobile modular building units, and any related equipment, including, without limitation, steps, and building skirts and supports, together with all replacements, repairs and additions incorporated therein or affixed thereto.

SUPPLEMENTAL LEASE TERMS AND CONDITIONS

The provisions below (the "Incorporated Provisions") shall be incorporated by reference into all Lease Agreements (each "Agreement") entered into on or after June 1st, 2020, between Sean Khan Consulting Company, Inc., a California Corporation, as lessor ("Lessor") and any customer of Lessor, as lessee ("Lessee"). These provisions are subject to change in Lessor's sole discretion. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement or the Master Lease Agreement.

WITNESSETH

1. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up, will be in good condition and repair, be properly set up (subject to any site limitations), and, subject to Section 5 below, comply with all applicable regulations. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, LESSOR HAS MADE NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THE AGREEMENT OR THE MASTER LEASE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.

2. **EQUIPMENT CONDITION.** Lessee shall maintain all Equipment in good condition and repair (normal wear and tear excluded) as set forth in the applicable region-specific Service Guide ("Service Guide"), which can be viewed on Lessor's website (<http://www.skccompany.com/resources/service-guide/>). Lessee shall not make any alterations, modifications, additions, or improvements to the Equipment without Lessor's prior written consent. Lessor shall provide maintenance and service to the Equipment as set forth in the applicable Service Guide.

3. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site specified in the applicable Agreement (the "Site"). Lessee warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Lessor on exact placement and orientation of the Equipment. Equipment should be placed in areas with adequate drainage to avoid flooding. Upon request from Lessee and for an additional fee, Lessor will perform a site visit and make recommendations on placement as it relates to site accessibility and layout.

a. **ACCESS.** Lessee shall provide clear access to the set up site for delivery of the Equipment by standard delivery methods and set up of same by standard set up methods. The Site must be dry, compacted, level and accessible by normal truck delivery. A level site is hereby defined as follows: Length – no greater than a 4-inch drop in 40 feet; Width – no greater than a 1-inch drop in 8 feet. Additional charges may apply for dry-runs, additional labor, or wait-time incurred due to lack of site access or adequate preparation.

b. **LOCATION.**

i. **UNDERGROUND ELEMENTS.** Lessee is responsible for the identification of underground elements on site. Identification services can be procured from third party vendors, however, Lessee retains responsibility and liability for the designation of such elements should there be any ground penetrating activities performed in relation to the performance of the Lease by Lessor.

ii. **RELOCATION OF EQUIPMENT.** Once Lessor has completed the delivery and set up of the Equipment in the location specified by Lessee, should the Equipment require relocation for any reason, Lessee shall be responsible for all charges associated with such relocation. Lessee shall not move the Equipment without the prior written consent of Lessor.

iii. **RE-LEVELING EQUIPMENT.** Should the Equipment require re-leveling due to adverse site or weather conditions (wetness, settling, unstable ground, etc.), or adjustment due to personal property (such as furniture, files or equipment) inside the Equipment, Lessee shall be responsible for all related charges.

c. **PIT, GROUND LEVEL OR DEEP SET.** When backfilling soil and concrete in the front of the building, Lessee is instructed to use a waterproof barrier to protect the Equipment.

4. RETURN OF EQUIPMENT.

a. **PREPARATION FOR EQUIPMENT REMOVAL.** Upon conclusion of the Lease and prior to the scheduled removal of the Equipment, Lessee shall complete the necessary actions to ensure Equipment may be removed by Lessor. Additional charges may apply for any additional labor, waiting time, or dry-runs incurred if the necessary actions are not being completed by Lessee prior to the scheduled time of removal. Such actions include but may not be limited to:

i. Disconnection of all utilities and removal of any items that may hinder the removal of the Equipment by standard methods;

ii. Removal of all personal property of Lessee from the Equipment. Should any personal property remain in the Equipment upon removal, Lessee consents to Lessor's possession and disposal or destruction of such personal



Handwritten signature/initials

property without notice or accounting to Lessee, the costs and expenses of which, including reasonable attorney's fees, shall be the responsibility of the Lessee.

iii. In the case of any Equipment that includes plumbing:

1. The plumbing lines must be flushed clean and Lessee shall ensure that there is no foreign matter in any of the fixtures;
2. Connections of the plumbing to the site shall be properly disconnected and, if applicable, the plumbing manifold should be placed inside the Equipment. Where "no hub fittings" are provided, there should be no need for gluing or cutting of pipe at either the time of connection or disconnection. Lessee will be charged for damages to plumbing due to improper disconnection or failure to return plumbing manifolds.

iv. Clear access shall be provided for preparation of the Equipment, and its removal from the site, by standard methods.

v. Lessee shall notify Lessor at the time return request is made if wheels, axles, tow bar or other items have been removed from the Equipment and require re-attachment to the Equipment to facilitate the return. Additionally, Lessee is to advise Lessor if skirting, seismic restraints, or other items have been attached to the Equipment and require removal.

- b. **INSPECTION OF EQUIPMENT ON RETURN.** Upon return of any Lessor-owned Equipment, an inspection of the Equipment will be performed by Lessor. If such inspection shows the Equipment not to be in the condition required by Section 2 of the Incorporated Provisions, Lessor will bill Lessee for related costs, which costs Lessee promptly shall reimburse to Lessor. Upon request by Lessee and for an additional fee, a preliminary inspection for damages can be performed at the site prior to removal of the Equipment. Unless otherwise noted in the Lease Agreement, Lessor charges a cleaning fee of \$125.00 per module for Equipment consisting of modular buildings. If assessed, cleaning charges will be based on the condition of the Equipment when returned. If keys are not returned with the Equipment, a charge will be assessed for re-keying. If locksets are altered and not returned to their original condition, charges may be assessed.

5. PARTICULAR TYPES OF EQUIPMENT. Some of the terms and conditions herein may not be applicable to the particular Equipment subject to the Lease. The following terms relate to Equipment of the following types:

- a. **STAIRS** in State of California, Lessor's sole responsibility with respect to any Equipment consisting of stairs is to deliver the stairs to the Site and place them next to the exit ways specified by Lessee with handrails in place. Stairs shall not be altered in any form from the delivered state. Any modification to or failure of Lessee to properly maintain the stairs may result in failure to comply with applicable code.

i. **SECURING.** Securing the stairs to the other Equipment, adjusting the stairs to the threshold of the doorway, adjustment of the treads, landing, or handrails to meet local, state or federal requirements, maintenance of the stairs or any other item not specifically indicated above is solely the responsibility of the Lessee. Attaching steps and ramps directly to the doorjamb will result in an inoperable door.

ii. **CODE AND EGRESS REQUIREMENTS.** Lessor hereby advises the Lessee of the need to meet applicable code requirements, adjust and secure the stairs to the exit way upon completion of the installation of the Equipment and to maintain the stairs such that the safety of all users is ensured. It is the Lessee's responsibility to ensure that steps or a ramp are provided for each building egress. Lessee is responsible for the provision of level landing sufficient per any applicable code. Lessee must make the transition from wherever the stairs end to the existing grade. This transition may require grading, paving or other work by the Lessee to ensure that the finished stairs comply with all applicable codes.

iii. **SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of Equipment consisting of stairs. Standard threshold heights on properly prepared sites vary based on Equipment, Equipment or sites not meeting this threshold height may result in additional charges for special Equipment.

- b. **RAMPS.** Lessor recommends that Lessee looks closely at all conditions of impact. Any Equipment consisting of ramps are not to be altered in any form from the installed state. Any modifications may result in failure to comply with applicable code. Additionally, any modification or change to handicap ramp, including cosmetic changes, may result in additional fees to the Lessee for up to the replacement cost of the ramp.

i. **SITE CONDITIONS.** Sloping site or other conditions may impact the use of a prefabricated ramp and require longer ramps or alternate configurations. This may result in additional charges to Lessee. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold



requirements (provided that Lessee's site will allow such). The ramp will then be affixed to the landing. It will be the responsibility of the Lessee to make the transition from wherever the ramp ends to the existing grade. This transition may require grading, paving or other work by the Lessee to ensure that the finished ramp complies with all applicable codes. Adjacent buildings may require additional ramping or render the standard prefabricated ramps unusable.

- c. **RESTROOM/PLUMBING.** If any Equipment consists of restrooms or plumbing, the Lessee is responsible for making both waste and water connections to the building stub outs. If a plumbing manifold is provided with the Equipment, Lessee is responsible for assembly of the manifold and for final on-site connections. Lessor makes no guarantees that the stub out locations or set height of the building will coincide with existing stub outs, holding tanks, or other connection-related items.
- i. **MALFUNCTIONS.** Lessee is responsible for any malfunction of lines, valves, piping, etc., related to foreign matter, improper connection of waste/water lines or misuse, or for any other malfunction not directly attributable to a defect in the plumbing systems contained within the Equipment as provided by Lessor.
- ii. **TEMPORARY/PORTABLE HOLDING TANKS.** Lessor shall not be liable for loss or damage as a result of holding tanks that fill up more quickly than expected, or that overflow. For Lessee's comfort and convenience, Lessor strongly recommends that the Equipment be connected directly to sanitary sewer lines.
- iii. **CONNECTION TESTING AND VERIFICATION.** Testing of water for chlorination, pressure, or other items/issues is the responsibility of the Lessee.
- d. **BUILDINGS.** Equipment consisting of buildings may be used only for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor.
- i. **SITE INSTALLATION REQUIREMENTS FOR DSA CLASSROOM BUILDINGS.** In the case of Equipment located in the State of California, the Lessee is responsible for the site being cleared (free of grass, shrubs, trees, etc.) and graded to within 4 1/2" of level grade for each building. If the site exceeds the 4 1/2" requirement additional costs may be charged to Lessee. Under no circumstances should the site be greater than 9" from level grade or have less than a 1000psf minimum soil bearing pressure. PRIOR TO DELIVERY, the Lessee shall mark the four corners of the building on the site, including the door location. Should special handling be required to place, install or remove the classroom on the Lessee's site due to site obstructions such as fencing, landscaping, other classrooms, etc., Lessee may be responsible for additional charges.
- e. **SEISMIC/WIND.** Equipment consisting of either friction based or earth anchor seismic/wind restraint systems are rated for exposure C wind loads as defined on plans provided to Lessee and are designed to be used on sites with a minimum soil bearing pressure as specified on such engineered plans. Lessor recommends that Lessee verify with the local governing authority that these systems are appropriate for the site. In some cases, additional charges may be incurred by Lessee for custom foundation engineering and additional foundation work.
- i. **FRICTION BASED SYSTEM.** The price quoted is for the rental, installation and removal of the system and is valid for the initial Lease Term specified in the Agreement. The system can be provided with wet stamped engineered plans and calculations for an additional charge. Lessor does not warrant that the Lessee's site conditions will be adequate for the seismic/wind support system. Any testing required by any agency of the soil or the product, is the responsibility of the Lessee.
- ii. **EARTH ANCHORS.** Any earth anchors and strapping to be used are designed to meet specific pullout capabilities when suitable soil conditions are provided. The Lessee is responsible for providing soil conditions that will allow for achievement of a pullout capacity of the rated number of pounds shown on the applicable engineered plans for each earth anchor. If applicable, Lessor will install a specific number of earth anchors and strapping, based upon the above pullout capacities. Lessor recommends, and local governing authorities may require, that the Lessee have a pullout test performed to insure that the soil is adequate to achieve the required pullout capacities mentioned above. All costs associated with such testing and its results are the responsibility of the Lessee. These costs include, but are not limited to: testing, an increase in the number of earth anchors to be provided to meet the required loads, any re-testing and engineering time. Lessor will not warrant that the number of earth anchors installed will meet the required pullout capacities, unless the Lessee provides pullout test results and verification that the completion of any resulting corrective action has taken place.
- iii. **DAMAGE AND ADDITIONAL COSTS.** At the time of installation of earth anchors, should ground penetration be hindered by elements such as large rocks, lime, cement, utility lines, etc., Lessee will be responsible for all additional costs, including replacement of broken earth anchors provided that such damage is incurred while properly completing the installation. Further, should damage to any underground utility lines occur, the cost of repair will be borne entirely by Lessee. At the time of dismantle, Lessor will cut the straps of the earth anchors in order to remove the Equipment. Lessee is then responsible for the removal of the earth anchors from the site.



- iv. **WARRANTY.** The warranty set forth in Section 1 does not apply to any seismic/wind restraints in the event that the Lessee has elected not to contract for a wet stamped engineered foundation plan. Lessor will not inspect the installation of the foundationsystem.
 - v. **APPROVAL.** Lessee is responsible for obtaining site inspection and approval of the foundation system by the appropriate local jurisdiction.
 - f. **MISCELLANEOUS.** The Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression; it is Lessee's responsibility to wire these items for individual preference and usage. Lessee shall also have the sole responsibility for any utility or other connections to the Equipment.
 - g. **CABINETRY.** The Equipment may include cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Lessee acknowledges that it has been made aware that lower emission and formaldehyde free options are available.
 - h. **CARPET.** The Equipment may include new carpeting. Most of the carpeting products provided by Lessor meet the Carpet and Rug Institute's Green Label testing standards for indoor air quality. Nonetheless, it is recommended that new carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.
6. **PHOTOGRAPHY RELEASE.** Lessee agrees to grant Lessor, and any person acting on behalf of Lessor, the right to use Lessee's/ photography for any of Lessor's company business or for marketing purposes. Lessee understands that Lessee's purposes may include, but are not limited to, use in marketing collateral, digital content (websites, email campaigns), publicity, advertising and any internal or external company communications. Lessee further understands the photography will become the property of Lessor and that Lessee will not be compensated for provided permission to photograph. Lessee hereby irrevocably authorizes Lessor, or any person acting on its behalf, to edit, alter, copy, exhibit, publish or distribute any photograph for the purposes described above. In addition, Lessee consents to such use or disclosure without Lessee's prior inspection or approval of the finished product, including written or electronic copy, wherein such photography may appear. Lessee understands that Lessor is not responsible for any use or disclosure of any photography not authorized by Lessor. Lessee holds Lessor harmless from any loss, damage or injury resulting from any such unauthorized use or disclosure.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

sean khan



Advanced

Results: 3

Entity Information	Initial Filing Date	Status	Entity Type	Formed In	Agent
SEAN AND KHANH ENTERPRISES LLC (202123110386)	08/17/2021	Active	Limited Liability Company - CA	CALIFORNIA	Kayleigh Miles
SEAN KHAN CONSTRUCTION COMPANY, INC. (4128212)	03/12/2018	Terminated	Stock Corporation - CA - General	CALIFORNIA	MELINA CORONA
SEAN KHAN CONSULTING COMPANY, INC. (3554400)	03/14/2013	Active	Stock Corporation - CA - General	CALIFORNIA	MELINA CORONA



Request Certificate

Initial Filing Date	03/14/2013
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	15345 FAIRFIELD RANCH RD STE 160 CHINO HILLS, CA 91709
Mailing Address	15345 FAIRFIELD RANCH RD STE 160 CHINO HILLS, CA 91709
Statement of Info Due Date	03/31/2024
Agent	Individual MELINA CORONA 15345 FAIRFIELD RANCH RD STE 160 CHINO HILLS, CA 91709



BA20230211827

B1478-5584 02/06/2023 11:49 AM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20230211827

Date Filed: 2/6/2023

Entity Details

Corporation Name SEAN KHAN CONSULTING COMPANY, INC.
Entity No. 3554400
Formed In CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address 15345 FAIRFIELD RANCH RD STE 160
CHINO HILLS, CA 91709

Mailing Address of Corporation

Mailing Address 15345 FAIRFIELD RANCH RD STE 160
CHINO HILLS, CA 91709

Attention

Street Address of California Office of Corporation

Street Address of California Office 15345 FAIRFIELD RANCH RD STE 160
CHINO HILLS, CA 91709

Officers

Officer Name	Officer Address	Position(s)
MELINA CORONA	15345 FAIRFIELD RANCH RD STE 160 CHINO HILLS, CA 91709	Chief Executive Officer, Chief Financial Officer
Sean Khan	15345 Fairfield Ranch Rd Ste 160 Chino Hills, CA 91709	Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
Sean Khan	15345 Fairfield Ranch Rd Ste 160 Chino Hills, CA 91709

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name MELINA CORONA
Agent Address 15345 FAIRFIELD RANCH RD STE 160
CHINO HILLS, CA 91709

Type of Business

Type of Business MANUFACTURER AND DEALER

Email Notifications

Opt-in Email Notifications Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Melina Corona

Signature

02/06/2023

Date



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2524986

DATE (MM/DD/YYYY)

5/25/2023

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 USI Insurance Services, LLC 2502 N Rocky Point Drive Tampa, FL 33607	CONTACT NAME:		
	PHONE (A/C, No, Ext): 844-290-4908	FAX (A/C, No):	
INSURED Barrett Business Services, Inc. L/C/F SEAN KHAN CONSULTING COMPANY, INC. DBA: SKC COMPANY 15345 FAIRFIELD RANCH ROAD SUITE 160 CHINO, CA 91709	E-MAIL ADDRESS: BBSicerts@locktonaffinity.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ace American Insurance Co.		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 Y	N/A	C5133100A	6/1/2023	6/1/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Policy State = CA

All CA Operations

CERTIFICATE HOLDER**CANCELLATION**

City Of Long Beach
2760 N. Studebaker Rd.
Long Beach, CA 90815

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

Lisa Abernathy

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2023

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 Daisy Trudeau Ins. Services 5015 Canyon Crest Dr. Ste. 207 Riverside CA 92507	CONTACT NAME: Diana Castanon PHONE (A/C, No, Ext): 951-680-9600 FAX (A/C, No): 888-261-9654 E-MAIL ADDRESS: diana@daisytrudeauins.com
INSURED Sean Khan Consulting Company, Inc. dba: SKC Company 15345 Fairfield Ranch Rd. #160 Chino Hills CA 91709	INSURER(S) AFFORDING COVERAGE INSURER A: LANDMARK AMERICAN INS CO INSURER B: RSUI Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:

License#: CA #0L52222

SKCCO-1

NAIC #

33138

COVERAGES**CERTIFICATE NUMBER:** 400105511**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 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 <input checked="" type="checkbox"/> \$2,500 BI and/or <input type="checkbox"/> PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		LHA113864	4/18/2023	4/18/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NIL			NHA102081	4/18/2023	4/18/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Long Beach, it's employees, officers, agents and it's independent contractors are recognized as Additional Insured as respects General Liability per forms CG2010 0413 & CG2037 0413 as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Long Beach
2760 N. Studebaker Rd.
Long Beach CA 90815

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

Daisy Trudeau

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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(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW	
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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.