



1402 W 36th St N
Tulsa, OK 74127

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

Phone: 918-645-1010

Your Satellite Sales Representative:

Brian Leonard
Email: brianl@satelliteco.com

Contract Date: 04/18/2022
Contract No.: RQ206441
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Company:

Gentry Public Schools
201 S Giles St.
Gentry, AR 72734

Contact:

Jason Barrett
479-736-2253
jbarrett@gentrypioneers.com

Ship-To Address:

Gentry Public Schools
201 S Giles St.
Gentry, AR 72734

Pymt Terms:

Substantial Completion Date (On or About): 05/16/2022

Description	Qty	Unit Price	Total Price
11 Unit Modular Complex - Preleased	1	370,000.00	370,000.00
Delivery	1	54,000.00	54,000.00
Installation-MW: Labor	1	20,000.00	20,000.00
Installation-MW: Materials	1	8,000.00	8,000.00
Skirting: Installation	1	2,500.00	2,500.00
Skirting: Material	1	2,500.00	2,500.00
Payment terms TBD			

Total Contract 457,000.00

Acceptance of this quote by signature constitutes a Sale Agreement and acceptance of Satellite Shelters, Inc. (Seller) Used 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:



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Used Sale Agreement

This Sale Agreement is entered into on **04/18/2022**, by and between Satellite Shelters, Inc., with its principal place of business at 2530 Xenium Lane North, Suite 150, Minneapolis, MN 55441, ("Seller") and **Gentry Public Schools**.

1. Attachments

Expressly incorporated herein and made part of this Agreement by reference are the following documents relating to this Equipment sale, when applicable: Pricing Summary, Floor Plan, Specifications, Delineation of Responsibilities, as indicated on Page 1 Further, this Agreement may contain schedules and/or amendments which are specifically incorporated into this Agreement.

2. Schedule

Unless detailed by attached Schedule, the Substantial Completion date/timeframe is set as **05/16/2022** from final plan approval by Buyer (and/or local authorities as applicable), and receipt of applicable permits. Contract start date is upon receipt of deposits, executed contract and approved drawings.

3. Equipment

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

4. Payment

In consideration of Seller furnishing the Equipment (as defined in the Specifications), the Buyer shall pay to the Seller the sum of **457,000.00** subject to such additions or deductions relative to changes which may hereinafter be agreed upon between the parties in writing. Payment terms are as indicated on Page 1.

Payment shall be made to the Seller at its remittance address of:

PO Box 860700
Minneapolis, Minnesota 55486-0700

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 shall not be affected thereby.

5. Taxes

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

6. Delivery

Seller's delivery of the Equipment is 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 having jurisdiction, delays caused by Covid-19 or any epidemic/pandemic, or any other circumstances beyond Seller's control which shall prevent the manufacture of the Equipment or the making of deliveries in the normal course of business.

Seller shall not be liable to Buyer for any damages, failure or delay in obtaining the Equipment or making delivery thereof. By taking delivery thereof 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

To the extent Seller is not specifically responsible under Section 1, Delineation of Responsibilities, for site preparation, the Buyer shall be solely responsible for any and all additional materials, labor, and site preparation.



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

8. Local Laws

The Buyer shall be 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, code upgrades, or similar.

9. Indemnification

Buyer here does hereby indemnify Seller and hold 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 the installation, use, condition, or operation of the Equipment, and by whomsoever used or operated.

10. 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.

11. Site

The 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 herein is to be delivered. Seller shall not be responsible for encroachments of any type. Buyer warrants that said Equipment will not violate any zoning restrictions or other laws, and the Buyer agrees to indemnify and hold the Seller harmless from all loss or damage or liability which may result by reason of the delivery of said Equipment.

12. Buyer's Obligations

The Buyer agrees not to interfere with the progress of the work, and not to occupy any portion of the building until all terms and conditions herein are fulfilled by both parties. Buyer further agrees not to permit any workmen, other than those of the Seller, to work at or in the immediate vicinity of the building, without the Seller's written consent, until the Seller's work on the building is completed. Should any workmen, or contractors or sub-contractors of the Buyer perform any such work, the Buyer will furnish to the Seller in writing their names before such work is recommended. The Buyer agrees to pay the Seller for any damage that may be caused by anyone other than workmen or sub-contractors of the Seller, by reason of disturbing or damaging concrete forms, grade finishing or any construction work or installation in progress whatsoever. No charge for labor or material furnished by the Buyer shall be allowed as a credit under this Agreement unless authorized in writing by the Seller prior to such labor or materials being furnished.

13. 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 hereunder (collectively the "Indebtedness"), Buyer hereby grants to Seller a continuing security interest and purchase money security interest in all the following property (herein the "Collateral") wheresoever the same may be from time to time located.

14. Insurance

The Buyer shall immediately obtain insurance naming Seller as an additional insured on all Seller's property located on the building site, against loss by fire, flood, wind, storm, riot, civil disobedience, earthquake, Act of God, and against other perils



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ordinarily included under the extended coverage endorsement, upon the work covered by this Agreement for the full insurable value thereof. The minimum coverage of said insurance shall be the fair market value of such property as established by the contract price contained herein. This insurance shall remain in place until Buyer has paid to Seller all sums due and owing under this Agreement.

15. Default

In the event any act or thing required of Buyer hereunder shall not be done and performed in the manner and at the times required by this Agreement, Buyer shall thereby be held in default and all amounts due under the terms and conditions of this Agreement shall be payable immediately by Buyer to Seller, without demand by Seller. Seller may take possession of the Equipment and is hereby 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 shall not affect the right of Seller to recover from Buyer any and all damages which Seller shall have sustained by reason of the breach of any of the covenants, terms or conditions thereof.

16. Repossession

BUYER ACKNOWLEDGES THAT, PURSUANT TO SECTION 17 HEREOF, SELLER HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD BUYER BECOME IN DEFAULT OF ITS OBLIGATIONS HEREUNDER. BUYER HEREBY WAIVES THE RIGHT, IF ANY, TO REQUIRE SELLER TO GIVE BUYER NOTICE AND A JUDICIAL HEARING PRIOR TO EXERCISING SUCH RIGHT OF REPOSSESSION.

17. No Warranty

THE EQUIPMENT IS BEING SOLD USED, IN 'AS IS' CONDITION WITHOUT A WARRANTY OF ANY KIND. SELLER MAKES AND BUYER RECEIVES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND SELLER EXPRESSLY EXCLUDES ALL WARRANTIES AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY OR PERFORMANCE OF THE EQUIPMENT.

18. Disclaimer; Limitation of Liability

Seller shall have 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 SHALL SELLER'S LIABILITY TO THE BUYER HEREUNDER EXCEED THE ACTUAL AMOUNTS PAID BY BUYER TO SELLER HEREUNDER FOR THE EQUIPMENT.

19. Attorney's Fees and Cost

In the event Buyer shall default hereunder, Seller shall 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 hereunder.

20. Interest

Should Buyer fail to pay any sum required by Buyer to be paid to Seller, Buyer shall pay unto Seller interest on such delinquent payment from the date thereof until paid at maximum rate permitted by law.

21. Late Charge

If payment is not received by Seller on the due date, Buyer agrees to and shall pay, to the extent permitted by law, on demand, as a late charge, an amount equal to one and one-half percent (1½%), or the maximum percentage allowed by law if less, of



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the amount past due ("Late Charges"). Late Charges will accrue until billed by Seller. Late Charges shall be charged and added to any past due amount(s) on the date such payment is due and every thirty (30) days thereafter until all past due amounts are paid in full to Seller.

22. Title

Manufacturer's certificate of origin or title (if applicable) to the Equipment described herein will be conveyed to the Buyer within thirty (30) days of payment in full to Seller after written request. No certificate of origin or title will be conveyed if payment in full is not received by the Seller.

23. Miscellaneous

Time is of the essence regarding this Agreement. This Agreement may be signed in any number of counterparts and each shall constitute a duplicate original. The parties agree to execute, or if required, acknowledge such further counterparts hereof 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 or filing of this Agreement or a copy thereof 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 hereby 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 shall 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 hereto. Provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision. This Agreement is primary over any other terms or purchase order issued by the Buyer.

This Agreement, Proposal, schedule(s), attached riders and any documents or instruments issued or executed pursuant hereto will have been made, executed and delivered in, and shall be 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 and Buyer hereby waives local venue and any objection relating to being an improper venue to conduct any proceeding relating to this Agreement.

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 Policy

It is expressly understood and agreed that if Buyer should terminate this Agreement at any time prior to delivery of the Equipment, Buyer shall 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.