

<b>LEASE AGREEMENT</b>	<b>LEASE AGREEMENT NUMBER</b>	
	<b>BXPA-194805</b>	
	<b>LEASE DATE</b>	
	<b>Apr 30, 2025</b>	

BOXX Modular, Inc., herein referred to as "BOXX" or "Lessor".

This Lease Agreement ("Lease" or "Contract") includes the Cover Pages, the most recent BOXX proposal, the Terms and Conditions, and any BOXX attachments thereto.

**LESSEE:** Fayette County Public Schools  
450 Park Place  
Lexington, KY, 40511  
Rob Elam  
859-422-0372  
Rob.elam@fayette.kyschools.us

#### LEASE AGREEMENT DETAILS

<b>LEASE START DATE:</b> TBD	<b>ACCOUNT MANAGER:</b> Gary Maynard	<b>PROJECT/SITE INFORMATION:</b> 401 Reed Ln Lexington, Kentucky 40503
<b>MINIMUM LEASE TERM:</b> 60 Months (Herein referred to as the "Minimum Commitment")	<b>PHONE:</b> (859) 321-5769	<b>SITE CONTACT:</b> Scott Fitch
	<b>EMAIL:</b> gmaynard@boxxmodular.com	<b>PHONE:</b> 859-396-6005
		<b>EMAIL:</b> scott.fitch@fayette.kyschools.us

The information contained herein is furnished at your request for your personal use only and is to be held in the strictest confidence.

#### Fayette County Public Schools

DESCRIPTION OF EQUIPMENT/ SERVICES	QTY	UNIT PRICE	MONTHLY PRICE	TOTAL
<b>Upfront One-Time Charges as per Proposal dated 4/30/25</b>	1	\$150,084.00		\$150,084.00
Delivery to site: Lexington, KY				
Installation to include: block/level/trim. Install 40 – 24"x24" concrete footers. Spread spoils on site or stockpile. Install 16 – auger type anchors. Install matching steel skirting. Install 40' ADA Switchback Ramp with a 5'4" x 5'4" Threshold Platform Install 39' ADA Step with a 5'4" x 5'4" Threshold Platform   P. E. stamped plans. Install 18 – 16"x24" concrete for ramp and steps. Spread spoils on site or stockpile. Install 128' of 5" gutters with downspouts to grade with splash blocks. Provide P. E. Sealed Foundation Plans. Install electrical conduit and circuitry for the Modular Office. Install 12-strand indoor/outdoor rated OM3 fiber optic cable from existing IDF to Modular Office. Provide dumpster and portable toilet for project site.				
<b>Monthly Rental Charges</b>				
NEW 24x64 Office Complex, KY Coded	60	\$2,698.00	\$2,698.00	\$161,880.00
ADA Ramp and Step	60	500.00	500.00	\$30,000.00
<b>Total Monthly Lease Payments:</b>			\$3,198.00	
			<b>Total:</b>	\$341,964.00

**Total Amount: \$341,964.00**

**Sales Tax: EXEMPT**

**LEASE AGREEMENT TOTAL: \$341,964.00**

**TOTAL MONTHLY LEASE PAYMENTS: \$3,198.00**

**UNIT DETAILS**

DESCRIPTION OF UNIT/COMPLEX	LONG SERIAL NO.	SHORT SERIAL NO.	REPLACEMENT VALUE
24x64 Office Complex		Complex	\$155,136.00
- 12x64 Unit	TBD	New Unit	
- 12x64 Unit	TBD	New Unit	

**NOTES**

**ACCEPTANCE:** Upon acceptance of this Lease Agreement by the Lessee, it shall become a binding contract subject to the attached general terms and conditions. Where Lessor is responsible for transportation and/or installation, the attached special terms and conditions for transportation and/or installation shall also apply.

Unless otherwise stated, prices exclude all sale taxes, property taxes, licenses, permits, and fees. Delivery and installation prices are based on the site being accessible, level and having adequate drainage. Lessee is responsible for obtaining any building permits and securing local installation and foundation approvals.

Return Transportation and Dismantle amounts are estimates only. Actual charges to be specified at the time of pick-up/dismantle. As applicable, Lessee is responsible for site restoration, including, but not limited to, removal of footings, foundations, decks, ramps, and utilities at the end of the Lease Term.

Payment Terms: Non-Standard

Deposit Due with Signed Lease	Payment Amount
First month's rent as deposit and 100% of the upfront one-time charges due upon the substantial completion of BOXX's Scope of Work	\$153,282.00

**NOTICES FOR LESSOR:**

BOXX Modular, Inc.  
Address: 10 Century Lane, Dillsburg, PA 17019  
Attention: Kent Laughman, Branch Manager  
Email: klaughman@boxxmodular.com

**NOTICES FOR LESSEE:**

Fayette County Public Schools  
Address: 450 Park Place, Lexington, KY 45011  
Attention: Scott Fitch

**ACKNOWLEDGEMENT**

Notwithstanding anything to the contrary in this Lease, and in addition to the rights under the force majeure clause in the Terms and Conditions, Lessor and any of its affiliates, shall not be in default of any of its obligations hereunder, and shall not have any liability or be responsible for any claims or damages whatsoever incurred by the Lessee, as a result of the non-performance or any delays in the performance of its service resulting from the unavailability of assets, resources, personnel, labor and support services caused by, directly or indirectly, the COVID-19 pandemic.

Notwithstanding anything to the contrary in this Lease, in the event that any amount is due to Lessor or any of its affiliates by the Lessee or any of the Lessee's affiliates, Lessor shall have the right of set-off against the Lessee for that amount, whether such amount arises pursuant to this Lease, any other contracts between the Lessee and/or the Lessee's affiliates and Lessor, Lessor's affiliates or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement by their duly authorized agents.

Fayette County Public Schools ("Lessee")

BOXX Modular, Inc.

Authorized Signature:

Authorized Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Please sign and return this copy to your sales representative.

www.boxxmodular.com

BOXX Modular, Inc.  
BXPA-194805

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MRD  
5/5/25

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5/5/25



## LEASE AGREEMENT – TERMS AND CONDITIONS

This Lease Agreement is by and between BOXX Modular, Inc., a corporation organized in the State of Delaware and having its principal place of business located at 3475 High River Road, Fort Worth, Texas 76155 (herein "Lessor") and Lessee. Lessor hereby demises, leases and lets to Lessee and Lessee hereby leases, leases and hires from Lessor, modular building(s) and/or equipment described in the Cover Page(s) ("Equipment") in accordance with the following terms and conditions of this Lease Agreement.

1. **Term.** This Lease shall become effective upon the execution by Lessee and Lessor. Pursuant to Section 3 hereunder, the term of this Lease ("Lease Term") shall commence on the sooner of the date the Equipment is accepted by Lessee or ninety (90) days after Lessee receives notice of the Equipment's availability for delivery. This Lease shall end on the last day of the Initial Lease Term as specified in the Cover Page(s). In the event of any extension or renewal of this Lease, all terms and conditions of this Lease remain unchanged unless mutually agreed to in writing by both Parties.
2. **Lease.** Lessee agrees to pay to Lessor or its assignee the Lease Payments, One Time Charges equal to the amounts specified in the Cover Page(s), and a personal property fee of eight percent (8%) of the monthly Lease Payments. Lease Payments, One Time Charges, and the personal property fee will be due in accordance with the terms specified in the Cover Page(s) and shall continue until all payments are made in accordance with the Lease. If the Lease Term begins on the second day through the last day of any month, the Lease Payments shall be prorated for that portion of the month and shall be paid at the time specified in the Cover Page(s). Any payment(s) received later than ten (10) days from the due date will be subject to a late charge equal to three percent (3%) of the amount due per month until paid by Lessee. The Lease Payments will be payable without notice or demand at the office of Lessor or such other place as Lessor or its assignee may from time to time designate in writing. The Lease Payments and One Time Charges specified in the Cover Page(s) do not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Lease. Lessor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes. In the event of such changes, Lessee shall execute a change order in an amount commensurate with any actual, direct, and documented increase in material costs incurred as a direct result of such changes. Lessor's fee shall not be increased as a result of such cost increases. All payments will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment by the Lessee for any reason whatsoever.
3. **Delivery, Acceptance and Removal.**
  - a. Lessee, at its own expense, unless otherwise agreed herein, will cause the Equipment to be delivered to Lessee at the location specified in the Cover Page(s). The Lease Term will commence at the sooner of: i) the Lessee receives and accepts the Equipment as soon as it has been delivered, installed and operational or upon occupancy if applicable, whichever is the earlier. Lessee will evidence the commencement by executing and delivering to Lessor a Delivery, Acceptance, Indemnification, and Services Certificate in the form provided by Lessor and attached herein as Exhibit A; or, ii) ninety (90) days after Lessor has notified the Lessee in writing that the Equipment is ready to be delivered to the Project Site as provided in Exhibit A and delivery is delayed through no material fault of Lessor.
  - b. Unless purchased by Lessee, Lessor will remove the Equipment from the Project Site at the end of the Lease Term or any Lease Term Extension or in the Event of Default by Lessee, and Lessee agrees to pay Lessor for these services the amount specified in the Cover Page(s) as "Dismantle and Return Freight". Lessee will be responsible for the restoration, if any, of the site.
4. **Damage Deposit.** Lessee shall pay the amount specified in the Cover Page(s) as ("Damage Deposit") to be held by Lessor without liability to Lessee for interest, as security for Lessee's performance of the terms and conditions of this Lease, and in furtherance thereof, Lessee hereby grants to Lessor a security interest in the cash from time to time comprising the Damage Deposit and all proceeds thereof. In the event of Lessee's default, Lessor may apply the Damage Deposit as payment of Lessee's Lease Payment(s), or of Lessor's cost, expenses and attorney fees in enforcing the terms of this Lease and to indemnify Lessor against any damages sustained by Lessor, provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Damage Deposit. In the event all or any portion of the Damage Deposit is applied as aforesaid, upon demand Lessee shall deposit additional amounts with Lessor so that the Damage Deposit shall always be maintained at its original amount. Provided Lessee is not in default hereunder, upon the termination of this Lease, any unexpended balance of the Damage Deposit shall be returned to Lessee.
5. **Warranties.** Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all benefits of the Manufacturer's Warranties, if any, expressed or implied with respect to the Equipment. Except as otherwise provided herein, Lessor grants Lessee its Standard Limited Warranty restricted to the Equipment and Services supplied by Lessor under this Lease. A copy of the Standard Limited Warranty is attached herein as Exhibit C.
6. **Title to Equipment; Security Interest.** During the term of this Lease, title to the Equipment and any and all additions, repairs, replacements or modifications thereof, will rest with Lessor, subject to the rights of Lessee under this Lease. In the Event of Default as set forth in Section 16, Lessee will peaceably surrender possession of the Equipment to Lessor. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and any and all repairs, replacements, substitutions and modifications thereto, in order to secure Lessee's payments and the performance of all other obligations of Lessee under this Lease. If requested by Lessor, Lessee agrees to execute such additional documents including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor that Lessor deems necessary or appropriate to protect its interest in the Equipment and in this Lease.

If the Lessee, mortgagee or a purchaser of the Lessee's property or any creditor of the Lessee refuses to admit Lessor's title to the Equipment, refuses to permit Lessor to retake possession of the Equipment or if the Equipment is lost, stolen, damaged or destroyed: (a) the Lessee shall forthwith upon demand pay to Lessor the then-current full replacement value of the Equipment, which shall be a debt owed by the Lessee to Lessor until paid in full; and (b) this Lease may be terminated immediately by Lessor.
7. **Maintenance and Repairs.** Lessee shall be responsible for the routine cleaning and maintenance of the Equipment and will pay all costs, claims, damages, fees and charges arising out of its possession, occupancy, use or maintenance, whether by its owners, employees, vendors or invitees. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefore. LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF, OR TO LESSEE, LESSEE'S EQUIPMENT, PERSONAL PROPERTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. A copy of Lessee's Maintenance Responsibilities is attached herein as Exhibit B.
8. **Alterations.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.



9. **Location and Inspection.** The Equipment will not be relocated from its initial location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter the Project Site during normal business hours to inspect the Equipment or observe its use and operation. Barring an emergency, Lessor shall give the Lessee forty-eight (48) hours advance notice and shall not enter the Equipment unless in the presence of an employee or agent of the Lessee.
10. **Liens, Taxes, and Utilities.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. In addition to the Lease Payments and One Time Charges, and other sums owed Lessor under this Lease, Lessee shall be solely responsible for the payment of all federal, state, municipal, county, and/or city sales, use, personal property, and all other taxes, including, but not limited to, those taxes levied against (i) the price or value of the Equipment, (ii) its use or operation, (iii) the ownership of the Equipment, (iv) the Lease Payments being paid or, (v) other amounts which result from or arise out of the parties having entered into the Lease. (Lessor is responsible for its own "Income Taxes" and "Wage Taxes"). Lessee shall be solely responsible to pay all charges and expenses associated with the installation, connection and use of utilities and the eventual disconnection of same. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor thereof.
11. **Risk of Loss; Damage; Destruction.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will, immediately place the same in good repair with the proceeds of any insurance recovery applied to cost of such repair. If Lessor determines that the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable replacement cost. In the event that Lessee is obligated to make payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the replacement cost amount to be paid by Lessee with respect to the Equipment which has suffered the event of loss and the Lease shall remain in full force and effect for all remaining Equipment.
12. **Force Majeure.** Lessor shall not be responsible for delays caused by events which are beyond Lessor's control including, but not limited to, Acts of God, strikes, material shortages, manufacturer delays, weather, epidemics, pandemics, COVID-19, and acts of terrorism certified by government. In the event of delays that are not caused by or the fault of Lessor, an extension of time for completion shall be awarded to Lessor which, in the sole opinion of Lessor, equitably compensates Lessor for such delays.
13. **Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate of any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.
14. **Lessee Insurance.** During the Lease Term, at Lessee's sole expense, Lessee shall obtain, provide, and maintain insurance coverage for all loss or damage to (i) the real property the Equipment is on, (ii) all personal property, (iii) all Lessee's property, (iv) all Lessor's property and Equipment, and (v) for all injury to persons, including death, in amounts agreeable to Lessor. Such Insurance shall name BOXX Modular, Inc. (located at 717 Constitution Drive, Suite 100, Exton, PA 19341 or 3475 High River Road, Fort Worth, Texas 76155) as the Certificate Holder, and as "Additional Insured" and "Loss Payee", in respect to all Lessor's modular units on the premises. A copy of such policy or certificate evidencing the existence and amounts thereof, including any endorsements, shall be delivered to Lessor within ten (10) days of executing the Lease, but in no event later than two (2) business days prior to delivery of the Equipment. Lessor reserves the

right to postpone delivery of the Equipment until such policy or certificate is received by Lessor. Should such Insurance expire, be terminated, or be canceled during the Lease Term, then Lessee shall instantly provide Lessor with written notice of such expiration, termination, or cancellation, and shall immediately renew or replace such Insurance. Failure of Lessee to supply Lessor with such insurance certificates shall be considered a default. Except as provided otherwise in this Lease, Lessee's Insurance coverage shall commence upon the date of delivery of the Equipment, and continue throughout the term of this Lease, until Lessor removes the Equipment from Lessee's site. Nothing stated herein shall be construed to limit Lessee's obligations, covenants, or liability under the Lease.

15. **Insurance Coverage and Amounts.**

15.1 Lessee shall provide the following types and amounts of insurance, which shall be primary to any insurance coverage carried by Lessor. All policies shall be written on a "per occurrence basis". Special form "All Risk" property insurance for each modular building (Equipment) or, if different, such other form of insurance stipulated in the Cover Page(s). The insurance shall be in an amount not less than Fifty Thousand Dollars (\$50,000.00), per each modular building unit or, if different, such other sum as set forth in the Cover Page(s). The insurance shall name Lessor, and any secured lender of Lessor, as Loss Payees. Coverage shall include theft and 100% replacement cost in like kind and quality, and shall extend to demolition and debris removal as may be required. All proceeds recovered under such insurance, due to the destruction or damage to the modular buildings (Equipment), shall be paid to and be the sole property of Lessor and/or Lessor's secured lender; and

15.2 Commercial General Liability Policy against claims for bodily injury, death or property damage occurring in, on, or about the modular buildings (Equipment), in the amounts of not less than One Million Dollars (\$1,000,000.00) for bodily injury to, or death of, one person, and One Million Dollars (\$1,000,000.00) for property damage in a single occurrence, with a general aggregate of Two Million Dollars (\$2,000,000.00) or, if different, such other amounts as set forth on Schedule A. Lessee shall provide to Lessor Certificate(s) of Insurance evidencing the required types and limits of coverage as required. Such certificate(s) shall name Lessee as an Insured, Lessor as a Certificate Holder, Loss Payee, and Additional Insured on a primary and non-contributory basis (CG 20 01) respective of the type of loss, and shall expressly waive any and all right of contribution and subrogation against Lessor and Lessor's insurer.

Notice: Lessee is the sole insurer of the Equipment. Certificate(s) of Insurance to be provided by Lessee shall contain a provision that Lessor and Lessor's secured lender, if requested, shall receive the maximum written notice available by the insurance carrier, under the circumstances, prior to any termination, cancellation, or alteration of the policy, but in no event shall such notice be less than thirty (30) days prior to any termination, cancellation or alteration of the terms of such certificate of insurance. Lessee shall provide Lessor, and Lessor's secured lender if requested, with a copy of each Certificate required by this Lease.

16. **Assignment.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or (ii) sublet the Equipment. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment, or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein Lessor will cause written notice of assignment to be sent to Lessee which will be sufficient if it discloses the name of

the assignee and address to which further payments hereunder should be made.

17. **Event of Default.** The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; (v) an attachment, levy or execution is threatened or levied upon or against the Equipment; (vi) upon the death or insolvency of any guarantor hereof or any other default under a guaranty agreement of this Lease between the guarantor and Lessor.
18. **Remedies.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all unpaid payments and other charges immediately due and payable and to recover the balance of the payments and other charges reserved hereunder, with Lessor retaining title to the Equipment; (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of the Lessee, holding Lessee liable for the balance of Lease Payments and other charges reserved hereunder for the balance of the Lease Term, or residual value of the Equipment exceeds the net amount received by Lessor from such sale or lease; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.
19. **Confessed Judgment.** Additionally, upon the occurrence of an Event of Default, Lessee hereby authorizes any attorney designated by Lessor or any clerk of any court of record to appear for Lessor in any court of record and confess judgment without prior hearing against Lessee in favor of Lessor for, and in the amount of, the unpaid balance of all amounts due, all interest accrued and unpaid thereon, all other amounts payable by Lessee to Lessor under the terms of this Lease or any other agreement, documents, instrument evidencing, securing or guarantying the obligations evidenced by this Lease, costs of suit, and attorney's fees.
20. **Indemnity.** Lessee, for itself, its successors, assigns and legal representatives, does hereby, now and for the future, agree to indemnify, defend, save and hold harmless Lessor, Lessor's successors, assigns and legal representatives from and against any and all liability, damages and costs of any kind, nature or extent, including attorney's fees from all manner of action, actions, cause or causes of action, claims, proceedings, suits, debts, sums of money, claims, accounts, bonds, bills, specialties, controversies, judgments, assessments, penalties, for or on account of personal injuries, death or property damage, and all demands whatsoever, at law or in equity, arising directly or indirectly out of, or in connection with, Lessee's or any of Lessee's employees, agents, or servants, and including all third parties' use, occupancy or presence in, on or about the Equipment leased hereunder.
- In the event Lessee shall receive notice of any claim, suit or action for personal injury, death or property damage, Lessee shall provide prompt written notification thereof to Lessor. In the event of commencement of any suit, action or proceeding, Lessee shall immediately assume the defense of Lessor at its sole cost and expense and shall wholly indemnify Lessor as provided herein.
21. **Notices.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, or email, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. The parties intend and agree that a carbon copy, photocopy, electronic scan or facsimile of this document or of any Schedules, related agreements hereunder with their signature thereon shall be treated as an original and shall be binding as an original-signature document for all purposes.
22. **Permits and Fees.** Unless stated otherwise herein, Lessee shall be responsible, at Lessee's sole expense, to obtain all permits that are associated with and/or required as a result of the parties entering the Lease. Such permits include, but are not limited to, (i) Zoning, (ii) Building, (iii) Utility, (iv) Business, (v) Use, (vi) Occupancy, and (vii) Construction permits.
23. **Code Requirements.** Lessor shall only be responsible for those federal and state code and/or regulations requirements specifically delineated in the Lease. All costs, including overhead and profit, incurred by Lessor in having to conform to any code and/or regulation or ordinance requirements, other than those specifically stated in this Lease, shall be the sole responsibility of the Lessee. All additional cost(s) shall be added to the Lease price as a Change Order.
24. **Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
25. **Governing Law.** This Lease shall be construed in accordance with, and governed by the laws of, the Commonwealth of Pennsylvania. All disputes arising in connection with this Lease, including any question regarding its existence or validity, shall be resolved by a State or Federal Court of Lessor's choosing.
26. **Delivery of Related Documents.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease provided there is no cost to the Lessee, the documents comport with Law as approved by Lessee's legal counsel, and the documents do not change the substance of the original transaction.
27. **Entire Contract; Waiver.** This Lease and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof. If there is a conflict between the terms, conditions or provisions of this Contract and the terms, conditions or provisions of any other document or instrument then the terms, conditions or provisions of this Lease shall prevail.
28. **Use of Equipment.** The Lessee may possess, occupy and use the Equipment for any lawful purpose consistent with the intended use of the Equipment provided under this Contract and shall comply with all applicable laws and ordinances and pay all claims, damages, fees and charges arising out of its possession, occupancy, use or maintenance. Lessee further agrees to be the sole operator and end user of the Equipment described under this Lease. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee.
29. **Filings.** The Lessee authorizes Lessor to make Lessor's security interest a matter of public record by filings of any documents Lessor

deems necessary for that purpose and Lessor shall be responsible for any costs associated therewith. The Lessee agrees to sign or execute such documents to evidence its consent to such filings as long as there is no cost to Lessee other than those costs included in this Contract and the documents are approved by Lessee's attorney.

30. Financial Statements. If requested by Lessor, Lessee agrees to provide Lessor with a copy of its financial statements, including, but not limited to, the current period within ten (10) days of Lessor making said request.

31. Contract Renewal. The Parties, at the end of the Lease Term, may mutually agree in writing to a "Lease Term Extension". If Lessee wishes to extend the Lease Term, Lessee must notify Lessor, in writing, sixty (60) days prior to the date the then current Lease Term ends. If Lessor agrees to grant such extension, Lessor shall give Lessee, in writing, any new Lease rate and/or other conditions that will become effective under the extended Lease Term when executed by both Parties. The Initial Lease Term, and any Lease Term extension periods, shall be considered the ("Lease Term"). Lessor reserves the

right to refuse an extension of the Lease Term. Provided Lessee is not then in default and the Lessee remains in possession of the Equipment after the Lease Term, then this Contract shall automatically renew for an additional twelve (12) month period, and annually thereafter, on the same terms and conditions as set forth herein with the exception of the Lease Payments which shall increase by a minimum of ten percent (10%) or as otherwise quoted to the Lessee in writing by Lessor at or prior to the end of the Lease Term, or each additional renewed term, as applicable.

32. Right of Setoff. Notwithstanding anything to the contrary in this Lease, in the event that any amount is due to Lessor or any of its affiliates by the Lessee or any of the Lessee's affiliates, Lessor shall have the right of set-off against the Lessee for that amount, whether such amount arises pursuant to this Lease, any other contracts between the Lessee and/or the Lessee's affiliates and Lessor, Lessor's affiliates or otherwise.

**EXHIBIT A**

**DELIVERY, ACCEPTANCE, INDEMNIFICATION AND SERVICES CERTIFICATE**

Reference is made to the Lease Agreement # **BXPA-194805**, dated **April 30, 2025**, between the undersigned and **BOXX Modular, Inc.** ("Lessor") calling for 60 monthly payments in the amount of **\$3,198.00** each plus any and all taxes. We are pleased to confirm to you as follows:

1. As of the date of this Certificate all of the Equipment described in the Lease referenced above has been delivered to and received by the undersigned: that all Services or other work necessary prior to the use thereto has been completed; that said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the above referenced Lease, or
2. Pursuant to Section 3.a of this Lease, Lessor notified the Lessee in writing on \_\_\_\_\_, 20\_\_ that the Equipment is ready to be delivered to the Project Site as provided in the Cover Page(s) to the Lease and delivery has been delayed by more than ninety (90) days through no material fault of Lessor. Should the delay extend beyond ninety (90) days from the date Lessor notified the Lessee then this Lease shall commence with or without Lessee's execution of this Certificate and all terms of the Lease shall remain in full force and effect.

This certificate shall not be considered to alter or amend the terms of the aforesaid Lease.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Lessee:     **Fayette County Public Schools**

Signed:

Printed Name:

Title:

Witnessed:

Witness Printed Name:

## **EXHIBIT B**

### **LESSEE MAINTENANCE RESPONSIBILITY**

As a condition precedent to Lessor granting a Limited Warranty of a modular building (the "Equipment") leased by Lessor, certain routine maintenance of the Equipment is required to be performed by the Lessee. Such "Routine Maintenance" is at the sole expense of the Lessee and includes, but is not limited to, regular janitorial services as needed and the following duties:

1. Change filters on HVAC units every two (2) months, or more frequently if the Equipment is located in a particularly dirty environment. Maintain a log of when the filter changes occur. Clean HVAC coils and inspect units annually. Generators are not to be used, as this can void the warranty on the HVAC units.
2. Ensure all return air registers are open and air passage is not blocked.
3. Clean air ducts every two years or more frequently if located in a dusty environment. Maintain a log of when ducts are cleaned.
4. Report leaks of all types, plumbing or rainwater, immediately to your local branch of BOXX Modular, Inc. or via e-mail to [service@boxxmodular.com](mailto:service@boxxmodular.com). If a leak occurs,
  - a. Remove water spillage immediately. Turn off all power if any affected areas contain electrical wiring or lights.
  - b. Immediately dry any wet carpet or tile and other wet surfaces by appropriate methods.
  - c. Depending on the severity of the leak, dehumidifiers may be required to ensure dryness and prevent the growth of mold.
5. Under OSHA guidelines inspect roof(s) periodically and implement the following procedures:
  - a. Clean roof of all debris, especially sharp items such as nails, screws, stones, and tree branches.
  - b. Clean debris from, and unclog as necessary, all scuppers, gutters and downspouts.
  - c. Inspect roofing for visible tears or cracks or loose roofing material.
  - d. Inspect roof penetration flashings and roof termination caulking for cracks.
  - e. Remove snow if any to prevent leaks.
  - f. If any tears, leaks or cracks are found, contact Lessor immediately for instructions and to arrange for repairs.
6. Maintain adequate storm water drainage away from the Equipment and ensure that no water is allowed to pond beneath buildings.
7. Maintain floor coverings in good, safe, serviceable condition:
  - a. Dry or damp mop vinyl covered floors. Do not wet mop vinyl covered surfaces.
  - b. Strip, seal and wax vinyl tile floor covering at least once a year.
  - c. Trim carpet snags/ravels to prevent further carpet damage or creating a tripping hazard
  - d. Do not use tape on carpet to seal rips or frayed/loose seams.
8. Perform additional routine maintenance as required by use or environment:
  - a. Do not staple, tack, tape items to walls or punch holes into walls.
  - b. Replace batteries in smoke detectors/emergency exit lights at least once a year or more frequently if required to maintain them in safe condition. Test all smoke detectors per local code or manufacturer's requirements.
  - c. Replace fluorescent lamps, incandescent bulbs or other lighting as needed.
  - d. Check rain diverters caulking over doors and windows. Re-caulk as needed. If rain diverters do not keep blowing rain from penetrating doors, canopies over doors may be required.
  - e. Caulk siding materials and window frames as needed to prevent water penetration.
  - f. Maintain air conditioning temperature between 70-76 degrees in hot weather during evenings, weekends and holidays to maintain reasonable temperature and humidity in the Equipment and lubricate the equipment. Use programmable T-stats with lock boxes when possible.
  - g. Ensure skirting vents are not blocked at all times.
  - h. Do not remove inspection/data labels from walls, doors, windows and electrical panels.
  - i. Ensure and maintain all necessary pest and animal controls.

#### **FIRE HAZARD WARNING**

- i. Maintain a 3' clearance around electrical panels
- ii. Do not overload the electrical outlets
- iii. Do not place objects on top or in front of electric heaters
- iv. Do not block any vent
- v. Clothing and flammable materials should not be stored in closets with electrical panels
- vi. Furnace and water tank closets should not be used for storage

FOR SERVICE, OR IF YOU HAVE A QUESTION, PLEASE CONTACT YOUR LOCAL BOXX BRANCH OFFICE.



## **EXHIBIT C**

### **STANDARD LIMITED WARRANTY**

BOXX Modular, Inc. ("BOXX") grants this restricted Standard Limited Warranty to the Customer. The warranty granted herein is limited to the Equipment and Services provided by BOXX, under the above referenced Contract.

**MANUFACTURER'S STANDARD LIMITED WARRANTY:** In the case of a Purchase Contract, BOXX will assign all interest held by BOXX, in such Manufacturer's Limited Warranty. In the case of a Lease Agreement, BOXX retains the ownership of the Manufacturer's Warranty, but will provide the benefits of such warranty to the Customer, for whatever warranty period provided under such warranty.

**BOXX STANDARD LIMITED WARRANTY:** Except as otherwise provided herein, BOXX warrants, under normal use and service, the Equipment and Services BOXX provides, under the above mentioned Contract. BOXX warrants that all Equipment and Services provided by BOXX will be free from defects in material and workmanship for a period of one (1) year from the date of Acceptance or Occupancy of the Equipment, whichever occurs first (Refer to BOXX Scope of Work and Purchase Contract or Lease Agreement). **ALL WARRANTY WORK PERFORMED BY A THIRD PARTY, WITHOUT THE PRIOR WRITTEN APPROVAL OF BOXX, MAY VOID THIS WARRANTY.**

**CLAIMS:** A valid warranty claim must be submitted to BOXX, within the time allow for such claim under the Contract, and during the warranty period. Redress for a valid warranty claim will be provided within a reasonable time. This warranty is limited to non-union at non-prevailing wages. Warranty service will be performed during daily routine business hours. BOXX will not pay warranty repairs, parts, or replacements, which are made or supplied prior to having received an express written authorization from BOXX.

**EXCLUSIVE REMEDIES:** The sole and exclusive remedies, under this warranty, are those specifically provided in this Standard Limited Warranty. BOXX's obligation shall be limited solely to replacing and/or repairing defective parts or materials. BOXX neither assumes nor authorizes any person or entity to assume for BOXX any other liability or obligation in connection with this warranty.

**EXCLUSIONS FROM COVERAGE:** Expressly excluded from this warranty are the following:

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Equipment or Services, including improper service to, and connection of, electric service and other utilities.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any surge, spike or other significant change to the recommended electrical service requirements, excessive water supply pressure, accident, collision, fire, earthquake, flood, or Act of God involving or affecting the Equipment or Services.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Equipment beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or any way related to any repairs, additions, modifications or alterations to the Equipment or the Services, or any components made without the prior express written authorization of BOXX.
- e) Any portion of the Equipment or any materials, components or other aspects of the Equipment that the manufacturer specified as being unwarrantable.
- f) Any items or services that are a part of the routine maintenance of the Equipment including, but not limited to, minor adjustments to doors, cabinets, moldings and similar components once the Equipment has been accepted, re-caulking of windows after acceptance of the Equipment, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure to perform routine maintenance to the Equipment or Services, including the items specified in the preceding subparagraph (f).
- h) (Manufacturer's Warranty only) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Equipment. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by BOXX. If any component specified in this subparagraph proves to be defective and cannot be ordered and replaced by the supplier, BOXX shall assist in obtaining a replacement of the defective component from the supplier, however, BOXX is not responsible for the costs of the replacement (if any), all shipping costs (if any), and the return of the defective component to the supplier thereof. BOXX shall have no liability for labor or service costs associated with any claim pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement, while the Equipment is outside the continental United States of America or Canada.

**DISCLAIMER OF OTHER WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD LIMITED WARRANTY, BOXX EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF EACH AND EVERY NATURE AND DESCRIPTION, AND EXPRESSLY STATES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNDER NO CIRCUMSTANCES WILL BOXX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**NOTICE OF WARRANTY CLAIMS:** All claims made, under this Standard Limited Warranty, must be submitted in writing within the time allowed under the above mentioned Contract and Warranty Period. Forward all claims to: BOXX Modular, Inc., Attn: Warranty Department 3475 High River Rd., Ft. Worth, TX 76155. (1-877-438-8627)

**ASSIGNABILITY:** This Standard Limited Warranty is not assignable, without the prior written approval of BOXX Modular, Inc.



## RIDER TO BOXX MODULAR CONTRACT # BXPA-194805

Dated April 30, 2025

The provisions of this Rider supplement or amend the terms and conditions of the above-referenced and attached Agreement. To the extent that there are any conflicts or ambiguities between the provisions of this Rider and the terms and conditions of the Agreement, the provision of this Rider shall prevail.

### ADDITIONAL TERMS AND CONDITIONS

- Section 2. is removed and replaced with the following:
  - Lease. Lessee agrees to pay to Lessor or its assignee the Lease Payments, One Time Charges equal to the amounts specified in the Cover Page(s), Payments, and One Time Charges, will be due in accordance with the terms specified in the Cover Page(s) and shall continue until all payments are made in accordance with the Lease. If the Lease Term begins on the second day through the last day of any month, the Lease Payments shall be prorated for that portion of the month and shall be paid at the time specified in the Cover Page(s). Any payment(s) received later than ten (10) days from the due date will be subject to a late charge equal to three percent (3%) of the amount due per month until paid by Lessee. The Lease Payments will be payable without notice or demand at the office of Lessor or such other place as Lessor or its assignee may from time to time designate in writing. The Lease Payments and One Time Charges specified in the Cover Page(s) do not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Lease. Lessor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to reprocur, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes. In the event of such changes, Lessee shall execute a change order in an amount commensurate with any actual, direct, and documented increase in material costs incurred as a direct result of such changes. Lessor's fee shall not be increased as a result of such cost increases. All payments will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment by the Lessee for any reason whatsoever.
- Section 11. is removed and replaced with the following:
  - **11. Risk of Loss; Damage; Destruction:** To the extent allowed by law, Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will, immediately place the same in good repair with the proceeds of any insurance recovery applied to cost of such repair. If Lessor determines that the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable replacement cost. In the event that Lessee is obligated to make payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the



Lease Payment and the replacement cost amount to be paid by Lessee with respect to the Equipment which has suffered the event of loss and the Lease shall remain in full force and effect for all remaining Equipment.

- Section 20. is removed and replaced with the following:
  - **20. Indemnity.** To the Extent allowed by Law, Lessee, for itself, its successors, assigns and legal representatives, does hereby, now and for the future, agree to indemnify, defend, save and hold harmless Lessor, Lessor's successors, assigns and legal representatives from and against any and all liability, damages and costs of any kind, nature or extent, including attorney's fees from all manner of action, actions, cause or causes of action, claims, proceedings, suits, debts, sums of money, claims, accounts, bonds, bills, specialties, controversies, judgments, assessments, penalties, for or on account of personal injuries, death or property damage, and all demands whatsoever, at law or in equity, arising directly or indirectly out of, or in connection with, Lessee's or any of Lessee's employees, agents, or servants, and including all third parties' use, occupancy or presence in, on or about the Equipment leased hereunder. In the event Lessee shall receive notice of any claim, suit or action for personal injury, death or property damage, Lessee shall provide prompt written notification thereof to Lessor. In the event of commencement of any suit, action or proceeding, Lessee shall immediately assume the defense of Lessor at its sole cost and expense and shall wholly indemnify Lessor as provided herein.
- Section 25. is removed and replaced with the following:
  - **25. Governing Law.** This Lease shall be construed in accordance with, and governed by the laws of, the Commonwealth of Kentucky. All disputes arising in connection with this Lease, including any question regarding its existence or validity, shall be resolved by a State or Federal Court of Lessor's choosing.
- **33. Early Termination.** Provided that the Lease is in full force and effect and Lessee is otherwise in compliance with the terms of this Lease. Lessee shall have the right to elect termination of this Lease and termination of occupancy of the Equipment (the "Early Termination") by (i) providing Lessor thirty (30) days' advance, written notice stating the Lessee's intent to elect the Early Termination, and (ii) paying to the Lessor an early termination fee (the "Early Termination Fee"), in consideration for Lessee being relieved of further obligations under the Agreement after the Early Termination, and not as penalty. The Early Termination Fee is the amount equal to the (i) Lease Payments due for the remainder of the Lease Term, (ii) together with damages caused by Lessee necessary to put the Equipment in the condition they were received at the commencement of the Lease Tenn, reasonable wear and tear excepted, and, (iii) for Dismantle and Return services, at current rates at the time of service.





**BOXX Modular Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

**Fayette County Public Schools**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

This proposal is valid for 10 calendar days

# modular project **PROPOSAL**

April 30, 2025

BOXX Contract: BXPA-194805



## Fayette County Public Schools Fayette County Public Schools-Office Building

Lexington, Kentucky

BOXX Modular, Inc. (Corporate Office)  
3475 High River Road | Fort Worth, TX | 76155

(877) 966-7839 | [BOXXModular.com](http://BOXXModular.com) | [ussales@boxxmodular.com](mailto:ussales@boxxmodular.com)

**BOXX**  
MODULAR



MODULAR BUILDINGS  
PERMANENT & TEMPORARY  
[WWW.BOXXMODULAR.COM](http://WWW.BOXXMODULAR.COM)

April 30, 2025

Scott Fitch  
Fayette County Public Schools  
450 Park Place  
Lexington, Kentucky 40511

RE: Modular project in Lexington, Kentucky

Dear Scott,

We are pleased to have the opportunity to submit this proposal which has been carefully tailored to address your individual space requirements.

BOXX Modular has been committed to providing quality products, services, and customer satisfaction to both the public and private sectors since 2010. Our expertise in development and execution of wide-ranging space solutions affords us the distinct satisfaction of fulfilling each of our client's modular construction needs.

Proposal Contents (attached):

- Price Detail
- Floor Plan
- Specifications
- Delineation of Responsibilities
- Terms and Exclusions
- Site Requirements
- Estimated Project Schedule
- Clarifications
- Credit Application

It is our goal to meet your specific needs, so please be certain to thoroughly review each attachment included in this proposal to ensure you completely understand the pricing, product, and service we are proposing.

Please do not hesitate to contact me for answers to any questions or concerns you may have regarding our proposed solution. It would be our pleasure to partner with you on this important project. Thank you for your consideration.

Sincerely,

Gary Maynard  
Sales Representative



BXPA-194805  
April 30, 2025

## modular project Lease Price Detail

This proposal is valid for 10 calendar days

### LEASE RATE OPTIONS

Initials = Selected

Term (months)  
60

Monthly Rate Amount (USD)  
\$2,698.00

Personal Property Fee (where applicable): Monthly Rate Amount (USD)  
N/A

### BASE PRICE FOR ONE-TIME CHARGES

Scope of Work Description

Deliver and install a 24'x64' Office Complex to Lexington, KY

Amount (USD)  
\$150,084.00

\*Base Upfront One-Time Total: \$150,084.00

### ADA Ramp and Steps

Initials = Selected

Term (months)  
60

Amount (USD)  
\$500.00

### DISMANTLE & RETURN

Due at end of Lease, at Current Rate unless other amount is indicated.

Lessee is responsible for site restoration, including, but not limited to, removal of footings, foundations, decks, ramps, and utilities at the end of the Lease

Dismantle & Return Estimate

Amount (USD)

### PROJECT DESCRIPTION DETAIL

Deliver a 24'x64' Modular Office Complex to Lexington, KY

Installation: block/level/trim.

Install 40 – 24"x24" concrete footers. Spread spoils on site or stockpile.

Install 16 – auger type anchors.

Install matching steel skirting.

Install 40' ADA Switchback Ramp with a 5'4" x 5'4" Threshold Platform

Install 39" ADA Step with a 5'4" x 5'4" Threshold Platform | P. E. stamped plans.

Install 18 – 16"x24" concrete for ramp and steps. Spread spoils on site or stockpile.

Install 128' of 5" gutters with downspouts to grade with splash blocks.

Provide P. E. Sealed Foundation Plans.

Install electrical conduit and circuitry for the Modular Office.

Install 12-strand indoor/outdoor rated OM3 fiber optic cable from existing IDF to Modular Office.

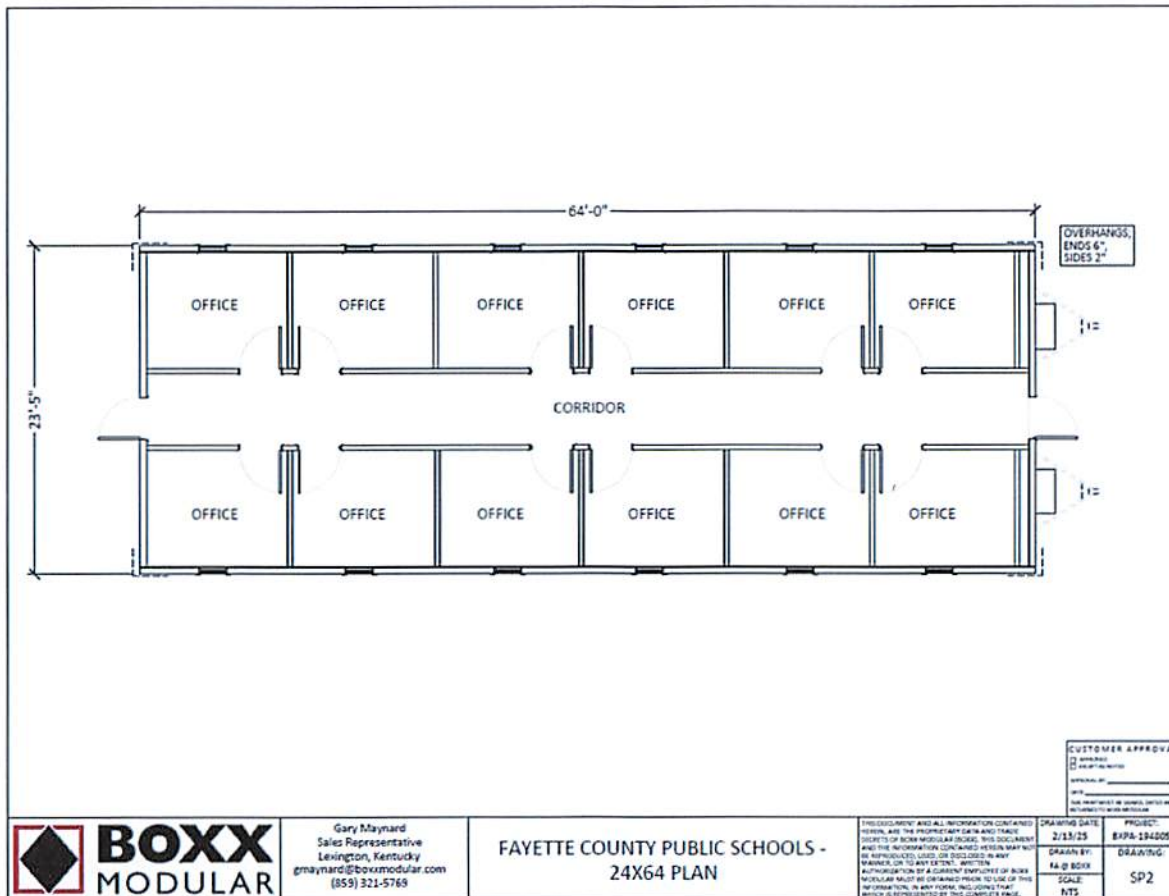
Provide dumpster and portable toilet for project site.

Pricing excludes all applicable taxes. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Customer is responsible for paying a personal property fee of eight percent (8%) of the monthly rent (or lease) payment to BOXX. Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". BOXX Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval. Pricing is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment. Proposal is subject to Capex availability.

Initials: \_\_\_\_\_

**BOXX**  
MODULAR  
www.BOXXModular.com

## modular project Floor Plan



Initials: \_\_\_\_\_

**BOXX**  
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[www.BOXXModular.com](http://www.BOXXModular.com)

## MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
NEW	24' X 64'	KY	Modular Classroom Complex

## SPECIFICATIONS

### Unit/Model Description

1.00 Please Note: (Please install all the labels in the center of the room on hitch end of each floor with a pc of plexiglass covering labels In Ceiling Cavity)

1536.00 Double Wide

1.00 Description of Unit (Nominal 24x64 (2) 11'8"x64'0" Modules)

1.00 Pier Base Foundation Detail w/ Cap Block Configuration

((Prints must include an alternate pier design for ABS pads please note that pier design with ABS pads)))

### CODES

1.00 IBC Coded

1.00 Business Occupancy

1.00 State Labels: MO, IN, OH, KY, IL

1.00 140 MPH Wind Load

1.00 Ground Snow Load 30 PSF

1.00 Approximate Shipping Height 14'4" Tall

### FRAMES

2.00 Detachable Hitch

4.00 12 in I-Beam

2.00 Outrigger Frame

2.00 95 1/2" I-Beam Spacing

2.00 Underslung Axles (As Required)

2.00 New Tires

2.00 Tie Down Clips

### FLOORS

1536.00 Woven Nylon Impregnated Bottom Board

### FLOORS

128.00 2x8 Floor Joists 16" O.C.

1536.00 Decking 3/4" Sturdi-floor Plywood \*ADVANTECH\*

2.00 Hold Decking Back 5" on Each Side the Mate-Line

1536.00 VCT 1/8" Block Tile (12"X 12")

1.00 No Carpet Bar Included

### WALLS & PARTITIONS

404.00 Wall Height 8'-6" (Upcharge)

176.00 Double Top Plate

228.00 2" x 4" x 8' Interior Walls (Studs 16" O.C.)

176.00 2" x 6" Exterior Walls (Studs 16" O.C.)

632.00 Standard Trim

632.00 5/8" Vinyl Covered Gypsum (Type X / Fire Rated)

632.00 4" Vinyl Base Cove (Continuous Roll)

### INTERIOR DOORS

12.00 36" x 80" (S.C.) Imperial Oak W/ Steel Rediframe

12.00 Floor Mounted Doorstops

12.00 Keyed Interior Door Levers Tell Grade 2

### ROOF

128.00 Truss Type - Box

128.00 2" - Overhang at the Sides



48.00 6" - Overhang at the Ends  
 128.00 Truss Spacing - 24" O.C.  
 1536.00 Roof Sheathing: FR 7/16" OSB Decking  
 1536.00 Roof Covering: 45 Mil. White Rubber W/ Underlay  
 1.00 12" White Mate-Line Tape (Upcharge)  
 2.00 Hurricane Straps (Side Only)  
 2.00 Attic Ventilation as Required  
 128.00 2 - Layer 24" Ridgebeam (As Required)  
 2.00 Site Installed Header (As Required)  
**CEILING**  
 1.00 Finished Ceiling Height 8'-0" AFF  
 1536.00 T-Grid Installed (Close up to be by Others)  
 Installed 100% At Factory  
**PLUMBING**  
 1.00 Customer to be responsible for drinking water  
 1.00 Customer to be responsible for all R/R facilities  
**ELECTRICAL**  
 2.00 150 Amp Single Phase Exterior Panel Box Nema 3  
 22.00 LED- T-Grid- 2 LED Light Strips  
 14.00 Occupancy Sensor (Wall) W/Switch  
 2.00 LED Porch Light (Factory Std)  
 2.00 Emergency/ Exit Light W/ Remote Head  
 Dual Remote Heads  
 8.00 2x4 Blank J-Box W/ 3/4 EMT Stub @ 16" AFF  
 2.00 J-Boxes for Alarms @ Exterior Doors  
 1.00 Fire Alarm Control Panel to Be by Others  
 1.00 Romex Wiring Per Code (Std)  
 1536.00 MC Cable Above Ceiling Only (T-Grid)  
 1.00 Receptacles Per Print 12' OC  
 2.00 Receptacles - Exterior GFI Protected  
**HVAC**  
 16.00 Plenum Wall  
 2.00 3 Ton Wall Hung AC W/ 10 KW Heat  
 2.00 Factory Std- Programmable Thermostat  
 118.00 Fiberglass Supply Duct (Std.)  
 108.00 Fiberglass Return Duct (Std).  
 10.00 T-Grid Diffuser (Adjustable)  
 6.00 T-Grid Diffusers (Non-Adjustable)  
**EXTERIOR**  
 176.00 Hi-Rib Steel - 29 Gauge (OSB 4 Sides)  
 176.00 Moisture Resist House Wrap - Full Perimeter  
 176.00 Hi-Rib Steel 29 Ga. Mans. To Follow Roofline  
**EXTERIOR**  
 128.00 2" - Overhang at The Sides  
 48.00 6" Overhang at The Ends  
**WINDOWS**  
 12.00 24x54 V/S Insulated B/Tinted  
 12.00 Vinyl Mini Blinds  
**EXTERIOR DOORS**  
 2.00 36x80 ST/ST 4x24" VB  
 18ga door 16ga frame  
 2.00 Lever Hardware (Factory Std) Tell Grade 1  
 2.00 Closer (Factory Std.) Tell Grade 1  
**INSULATION**  
 1536.00 R-30 Floor Insulation  
 176.00 R-19 Ext. Wall Insulation

1536.00 R-30 Ceiling  
228.00 R-11 Interior Walls  
STATE CODES  
1.00 IBC Coded  
2.00 IL State Approval  
2.00 KY State Approval  
2.00 West Virginia Approval  
2.00 Ohio State Approval  
2.00 Third Party Seal  
1.00 MBI Seal  
2.00 Indiana State Seal

Initials: \_\_\_\_\_

**BOX**  
MODULAR  
[www.BOXXModular.com](http://www.BOXXModular.com)

BXPA-194805  
April 30, 2025

modular project

# Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
<b>DIVISION 1 : GENERAL CONDITIONS</b>					
	1011	Performance Bonds	X		
	1040	Building Permits/License		X	
	1500	Temporary Heat/Lighting		X	
		Portable Toilets	X		
		Temporary Water & Power		X	
	1502	Site Cleanup/Dumpster	X		
	1700	Closeout/Acceptance	X	X	
	1900	Miscellaneous		X	
		Taxes			X
		Prevailing Wage Scale (Davis-Bacon)			X
		Safety and Security Access Requirements For Workers		X	
		Project Terms of Payment	X		
		Invoicing Procedure	X		
<b>DIVISION 2 : SITE WORK</b>					
	2000	Site Work		X	
		Accessibility		X	
		Stake Site/Building Location		X	
	2160	Excavation & Grading		X	
		Spoilage Disposal		X	
		Erosion Control		X	
	2660	Final Connection of Domestic Water To Building (including modular seam crossover piping in ceiling)			X
	2740	Final Connection of Sewer To Building (including manifolds in crawlspace and vents thru roof)			X
	2900	Landscaping / Fine Grading		X	
		Seeding		X	
		Restoration		X	
<b>DIVISION 3 : Concrete (SITE ONLY)</b>					
	3300	Foundations			
<b>DIVISION 5 : Metals (SITE ONLY)</b>					
	5000	Decks/Landings/Ramps (Engineered Aluminum)	X		
<b>DIVISION 6 : WOOD &amp; PLASTIC (SITE ONLY)</b>					
	6670	Decks/Landings (Pressure Treated Wood)			X
<b>DIVISION 9 : FINISHES (SITE ONLY)</b>					
	9650	VCT Flooring without carpet bar	X		
	9680	Carpeting with / without carpet bar			X

Initials: \_\_\_\_\_

**BOXX**  
MODULAR  
www.BOXXModular.com



# Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
<b>DIVISION 10 : SPECIALTIES (SITE ONLY)</b>					
	10100	Marker/Chalk/Tack Boards		X	
	10425	Signage/Braille		X	
	10520	Fire Extinguishers		X	
	10532	Awnings		X	
	10800	Toilet Accessories		X	
<b>DIVISION 13 : BUILDING (MODULAR BUILDING)</b>					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	X		
	13122	Piers	X		
		Dry-Stack Block/Steel Piers On Concrete Footers	X		
		Surface Bond Dry Stack			X
	13123	Set-up	X		
		Structurally Connect Modular Floors & Roofs	X		
		Remove Hitches (Store Under Bldg. If stored in different location, may be an additional cost)	X		
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	X		
	13126	Anchor Modular Units Per Design Criteria	X		
	13127	Steel Skirting (Frame, Venting, Access Panel Included)	X		
	13128	Roof Seaming	X		
	13151	Site Construct Connector Corridors			X
<b>DIVISION 16 : ELECTRICAL (SITE ONLY)</b>					
	16410	Connect Electrical Service From Site to Modular Subpanels	X		
		Main Disconnect For Modular Building Connection	X		
		Supply and Install MDP	X		
	16610	Fire / Smoke Alarm Systems	X		
	16620	Security Intrusion System		X	
	16740	Clocks/Bells		X	
	16750	Communication Systems in Modular		X	
		Tap & Extend Existing Comm Service To Site		X	
		Final Connection of Comm System in Modular		X	
	16770	Data Systems in Modular	X		
		Tap & Extend Existing Data Service To Site	X		
		Final Connection of Data System in Modular	X		

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# modular project Schedule

This proposal is valid for 10 calendar days

## TIMELINE

Estimated Completion

Milestone Description

## TIMELINE

Estimated Completion:

Milestone Description:

Phase/Milestone Description:

Estimated Timing:

Phase 1: Contract execution – Receipt of fully executed Contracts/documents and deposit amount.

Day 1

Phase 2: Deliver building blueprints to Lessee/Buyer.

30-60 days from completion of Phase 1

Phase 3: Lessee/Buyer secures all local permits and OSF Approval (if applicable).

60-90 days from completion of Phase 2

Phase 4: Estimated schedule to BOXX Modular's onsite Scope of Work.

30 days from completion of Phase 3

Estimated time from Contract Execution (Phase 1) to Substantial Completion is 180 days.  
Schedule is elongated by any delays in completing any phases.

## SCHEDULE NOTES

Additional Information

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# Terms & Exclusions

## Terms

1.	Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". Building costs and production schedules change daily. At expiration of validity period Price and Delivery are subject to change without notice until Proposer accepts Order.
2.	BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3.	Proposal pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.
4.	Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5.	Unless otherwise agreed in writing, BOXX will not accept any Liquidated or other damages for delays.
6.	Prior to start of its Work, BOXX shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by BOXX. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties.
7.	Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Customer is responsible for paying a personal property fee of eight percent (8%) of the monthly rent (or lease) payment to BOXX.
8.	Unless otherwise agreed to in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges.
9.	BOXX will take reasonable protective precautions to avoid damage to property and equipment. BOXX will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10.	TITLE – BOXX Modular, Inc. will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). BOXX does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect BOXX's interests.
11.	INDEMNIFICATION – BOXX Modular, Inc. will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by BOXX's insurance carrier.
12.	START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). BOXX is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of BOXX. In no event shall BOXX be responsible for consequential or actual damages.
13.	Labor will be non-union at non-prevailing wages unless required by contract

## Exclusions

X = Excluded	
X	1. Impact fees
X	2. All applicable taxes (sales, property & use)
X	3. Bonding
X	4. Special insurance
X	5. Cranes and additional spotting apparatus
X	6. Fire suppression system
X	7. Site security (unless otherwise stated)
X	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
X	9. Tap fees and lift station (if required)
X	10. Exterior fire rating
X	11. Architect and engineering fees
X	12. Rock removal
X	13. Off-site spoilage removal
X	14. Site utilities and connections to modular building – includes electric, gas, water, and sewer or septic
X	15. Communications services and connection – including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
X	16. Lightning protection
X	17. Temporary access roads and walkways
X	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
X	19. Temporary electric and water (contractor will supply power source for own tools and equipment)
	20. Portable toilets
X	21. Laboratory and field testing of materials
X	22. Dedicated full-time site supervisory personnel (foreman will supervise work unless other provisions are required per the contract)
X	23. Costs associated with easement(s)

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# modular project Site Requirements

## Site Requirements

<i>X = Applicable</i>	
X	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
X	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
X	3. Assumes site with 2,500 psf soil bearing capacity, bearing tests to be provided by Customer
X	4. All site plans and surveys to be provided by Customer
X	5. All underground utilities are to be clearly marked and flagged
X	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
X	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
X	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
X	9. Where applicable, wheels and axles will remain on module(s), but may be removed and stored under for an additional fee
X	10. Site preparation by Customer
X	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return
X	12. Main electrical service to building panels by Customer
X	13. Customer is solely responsible to inform BOXX Modular if site location is in a flood or fire zone
X	14. Customer is responsible for building maintenance

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# Important Clarifications

## Important Clarifications

1. Prevailing Wages and Union Wages are not quoted for the project.
2. BOXX Modular is not responsible for any local codes, fees or permits.
3. No Bid, Payment or Performance Bonds are included in the proposal unless noted on the Proposal.
4. No Liquidated Damages are associated with the project.
5. The site must be level, dewatered, and accessible by truck with an adequate turning radius and clearance from the road to the site for delivery purposes.
6. No fire suppression systems included and shall be installed by others if required.
7. Any items not mentioned in the proposal are considered exceptions to the contract.

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# Proposal Acceptance

This proposal is valid for 10 calendar days due to rapid and unpredictable cost increases.

Pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions,  
along with timely receipt of any contractually required down payment.

## Fayette County Public Schools

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April 30, 2025

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Signature

Print Name

Acceptance Date

BOXX Modular builds for you!

