



Purchaser's Job Number
Purchaser's Order (Code) No.
Date of Purchase Order

PURCHASE ORDER CONTRACT

PURCHASER: **The Evergreen Corporation dba Evergreen Construction** Attention:
3200 Cobb Galleria Parkway, Suite 240
Atlanta, GA 30339
678-244-6500 678-244-6565 Fax

SELLER: Attention:

PROJECT:

JOB SITE:

OWNER:

ARCHITECT:

PRODUCTS BEING
PURCHASED:

PURCHASE PRICE:

(\$)
Above "Price" includes freight costs and applicable sales taxes.

MONTHLY Original Payment Application to be received by the 22nd of the month.

BILLING DATE:

RETAINED None

PERCENTAGE:

DISCOUNT None

TERMS:

(The above terms are incorporated by reference and more fully explained below.)

In connection with construction of the Project pursuant to Purchaser's contract with Owner, Purchaser agrees to buy, and Seller agrees to sell, the Products described herein, upon the terms and conditions set forth below.

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1. **PRODUCTION AND DELIVERY.** Seller shall obtain, fabricate or manufacture the material, equipment, supplies, and other goods described in Exhibit A ("Products") and shall ship and deliver such Products F.O.B. Job Site, all in accordance with the Contract Documents identified in Exhibit B, and according to the delivery schedule described in Exhibit A, and any changes or modifications made pursuant thereto. Seller assumes all of Purchaser's responsibility under Purchaser's contract with Owner for furnishing the Products in accordance with the Contract Documents and all requirements of the Products relating thereto in the Contract Documents which are hereby incorporated by reference into this Purchase Order as if fully set forth herein, including without limitation all standards of quality, warranties, requirements for documentation, and requirements for certification contained in the Contract Documents.

Further, Seller recognizes and agrees, as a condition of payment of the Price for the Products subject to this Purchase Order, that Seller's obligation to provide such Products includes delivery to the job site location designated by Purchaser for receipt of such goods. Purchaser's written acknowledgment of receipt of such Products shall be conclusive evidence of Seller's compliance with this delivery obligation.

2. **PRICE.** Purchaser shall pay to Seller, for the satisfactory performance of Seller's obligations hereunder, the amount specified above and in Exhibit A as the Price, subject to additions and deductions as provided under this Purchase Order and as may be required under the Contract Documents. The Price and all unit prices shown in Exhibit A shall be deemed to include all costs of and compensation for Seller's performance hereunder.

3. **PAYMENTS.** On or before each Monthly Billing Date, Seller shall submit to Purchaser, in such form and supported by such data as Purchaser may require, a progress payment application showing the value of the Products delivered and received as verified by Purchaser's acknowledgment on precise bills of materials. Within seven (7) days after receiving a progress payment from Owner which includes payments to Purchaser for Products delivered, accepted, and billed by Seller, Purchaser shall make a progress payment to Seller as of the corresponding Monthly Billing Date after deducting (a) all previous payments, (b) current retainage, and (c) any amounts previously paid for Products returned to Seller as being unsatisfactory or not conforming to the requirements of the Contract Documents, and (d) any sum reasonably necessary to protect Purchaser from any breach of this Purchase Order by Seller. In the event that Purchaser withholds funds pursuant to paragraph 3(d) of this Purchase Order, Purchaser shall send Seller written notice specifying the nature and basis of any withholding which Purchaser invokes pursuant to such paragraph.

A final payment, consisting of the unpaid balance of the Price, shall be made within thirty (30) days after the last of the following to occur: (a) Purchaser's receipt of all Products in satisfactory condition, (b) unqualified acceptance thereof by Architect and Owner, (c) final payment by Owner to Purchaser on account of the Products including retainage, (d) delivery of all guarantees, certifications, and information required under the Contract Documents, and (e) delivery of a general release, in a form satisfactory to Purchaser, executed by Seller *running* to and in favor of Purchaser and Owner.

4. **PAYMENT CONDITIONS.** Seller will receive the payments made by Purchaser and will hold the right to receive such payments in trust to be applied first to the payment of laborers, suppliers, and others responsible for providing and delivering the Products identified to such payments, and all taxes and other costs applicable thereto; and Seller will so apply the payments from Purchaser. When requested by Purchaser, Seller shall furnish satisfactory evidence to verify compliance with these requirements.

Purchaser reserves the right to withhold, as an additional reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any claim that Seller has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Products or has caused damage to the Products; (b) to reimburse Purchaser for any backcharges incurred as a result of any act or omission by Seller hereunder; (c) to protect Purchaser from the possible consequences of any other breach or default by Seller hereunder; or (d) to secure Purchaser with respect to any breach or default by Seller or its affiliates, parent company and subsidiaries under any other agreement.

Payment hereunder shall not be evidence of the proper performance or progress of the Products and no payment shall be construed to be acceptance of defective, faulty or improper work or materials.

5. **TIME.** Seller shall immediately begin work to insure that delivery of the Products shall be made in accordance with the requirement of the Schedule. Time is of the essence of this Purchase Order, and it is essential that the Products be provided to Purchaser in a manner and in accordance with the Schedule so as to permit Purchaser to complete construction of the Project in the fastest and most efficient manner possible.

The schedule, referenced in Exhibit A, has been prepared by Purchaser to indicate delivery dates by which Products must be delivered to the Job Site in satisfactory condition in order to assure construction of the Project in accordance with Purchaser's Schedule. The dates indicated in Exhibit A, both as to submittals of shop drawings, samples, certifications, guarantees, and other required or reasonably requested information, and as to deliveries of Products, may be modified only in accordance with the provisions contained therein.

Seller understands and acknowledges that Purchaser's maintenance of its construction schedule on the Project depends upon timely receipt of the Products and it is therefore essential that Purchaser be advised immediately of any circumstances which could delay the delivery of the Products (or any portion thereof) in accordance with the Schedule by telephone or telefax, followed by a written notice confirming such fact within two (2) calendar days after the commencement of any such delay so that action may be taken to mitigate the consequences of any such delay and arrangements for alternative solutions can be made.

Seller hereby warrants and represents to Purchaser that, so far as it is possible to know after making a thorough investigation and review, all Products shall be manufactured and delivered at the time or times required in the Schedule.

6. **WARRANTIES.** Seller warrants to Purchaser and Owner that all goods furnished under this Purchase Order will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with the description of the

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Products contained in Exhibit A and the Contract Documents. Without limiting the warranties referred to above or any other warranties required by the Contract Documents or prescribed by law, Seller assumes and adopts, for the benefit of Purchaser and Owner, all standards, descriptions, specifications, warranties, and guarantees required of Purchaser as expressed in the Contract Documents, or this Purchase Order, with respect to the Products. Unless a more stringent requirement is imposed by the Contract Documents or by law (which more stringent requirement is hereby incorporated by reference into Seller's requirements under this Purchase Order), Seller agrees to correct promptly all Products found to be faulty or defective or not in accordance with the Contract Documents for a period of one (1) year after the date of acceptance of the Project by Owner. If Owner elects to accept defective or non-conforming Products, Purchaser may require an appropriate reduction in Price, in, an amount required of Purchaser by Owner, instead of requiring correction.

7. **ASSIGNMENT.** Seller shall not assign this Purchase Order, or any amounts due or to become due hereunder, or subcontract any substantial portion hereof, without the prior written consent of Purchaser. Seller shall not be relieved of its duties and obligations hereunder by any assignment or subcontract and shall remain as fully responsible for the acts and omissions of its assignees and subcontractors, as Seller is for its own acts and omissions and those of its agents, servants, and employees. No assignment by Seller of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Seller under this Purchase Order.

8. **DELAYS.** Seller shall be liable for any and all damages incurred by Purchaser by reason of delays in Seller's performance hereunder, unless such delays result directly from an act of God (as such shall be defined in the Contract Documents) or active interference of Purchaser. If Seller for any reason, other than the fault or neglect of Purchaser, fails to perform, or if it becomes reasonably apparent that Seller will fail or be unable to perform within the time required by this Purchase Order, Purchaser, without limiting its other remedies, may, upon three (3) calendar days written notice to Seller, obtain substituted performance in a commercially reasonable manner and offset or recover against Seller the cost thereof.

9. **DEFAULT-REMEDIES.** Should Seller at any time: (a) fail to supply the materials, equipment, and other things required of it in sufficient quantities and of required quality to perform its obligations hereunder with the skill, conformity, promptness and diligence required hereunder; (b) become insolvent; or (c) fail in the performance or observance of any of the covenants, conditions, or other terms of this Purchase Order, then in any such event, each of which shall constitute a default hereunder by Seller, Purchaser shall, after giving Seller notice of default and forty-eight (48) hours within which to cure, have the right to exercise any one or more of the following remedies:

(i) require that Seller utilize, at its own expense, overtime labor and additional shifts as necessary to overcome the consequences of any delay attributable to Seller's default;

(ii) attempt to remedy the default by whatever means Purchaser may deem necessary or appropriate, including, but not limited to, correcting, furnishing, delivering, or otherwise completing the Products, or any portion thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Seller) and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any monies due or to become due to Seller hereunder;

(iii) recover from Seller all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Purchaser's cost of insurance resulting from Seller's failure to maintain insurance coverages required hereunder), and all reasonable attorneys' fees and other expenses suffered or incurred by Purchaser by reason or as a result of Seller's default.

After the procurement of the Products by the exercise of any one or more of the above remedies and acceptances of the Products by Architect and full payment therefor by Owner, Purchaser shall promptly pay Seller the undisbursed balance of the Price, if any. If the cost of remedying any default or procuring any substitute Products, plus the allowance for administrative burden, together with any other damages or losses sustained or incurred by Purchaser, shall exceed the undisbursed balance of the Price, Seller and its guarantors, if any shall pay the difference within fifteen (15) days of written demand from Purchaser.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity. Seller's guarantors, if any, agree to be bound to Purchaser with respect to such remedies.

Except as limited by this Purchase Order or the Contract Documents, Seller shall have the remedies available at law or in equity for a material breach of this Purchase Order by Purchaser. Any default by Purchaser shall be deemed waived unless written notice thereof shall have been received by Purchaser within seven (7) days of the occurrence thereof.

10. **TITLE-SECURITY INTERESTS.** This Purchase Order is for an entire and indivisible performance set forth in paragraph 1, notwithstanding provision for partial deliveries or payment in installments. In the event that full or partial payment is made by Purchaser to Seller prior to the delivery of all the Products, title to all goods identified to the Contract at the time of such payment or thereafter shall pass to Purchaser, and Seller shall be deemed a bailee of all items remaining in its possession. Additionally, Seller grants to Purchaser a security interest in all goods which are or may become identified to the Contract at any time, which security interest shall be in addition to all rights of the Purchaser under this Purchase Order or applicable laws. All goods in which Seller has, or comes to have, an interest and which either conform to the Contract specifications, or which could be incorporated into conforming goods by Seller's manufacturing processes, shall be deemed identified as goods to which this Purchase Order refers from the date of this Purchase Order.

11. **INSURANCE.** Notwithstanding any other provision of this Purchase Order or any requirement of law to the contrary, the risk of loss or damage to the goods identified to the Contract shall be and remain with Seller until the time of acceptance of conforming goods

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by Purchaser hereunder; and Seller shall maintain adequate and commercially reasonable insurance coverages for all Products identified to the Purchase Order to the full extent of their insurable value and Purchaser's security interest in the Products identified to this Purchase Order shall extend to the proceeds of insurance thereon. Insurance coverage shall comply with the requirements of Exhibit E attached herewith.

In addition to the above, Seller shall obtain and maintain at its expense for the duration of this Purchase Order, insurance coverages including, but not limited to, Workmen's Compensation, Comprehensive General Liability, and comprehensive Automobile Liability, in amounts which are reasonable and adequate for its operations in connection with the Project and shall insure that such coverages are provided by companies delivering materials to the Project on Seller's behalf.

As may be reasonably requested by Purchaser in writing, Seller shall furnish a certificate, satisfactory to Purchaser, from each insurance company showing the required insurance to be in force and stating that the insurance will not be canceled or changed except upon at least thirty (30) days written notice thereof to Purchaser or as otherwise required by the Contract Documents.

To the extent that Purchaser and Seller maintain insurance coverage for loss or damage to property, each hereby waives subrogation of claims against the other, the Owner, and their agents, employees and servants.

12. **COMPLIANCE.** Seller shall, at its own expense, obtain all necessary licenses and permits pertaining to the Products and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Products, including but not limited to, those relating to safety. Seller shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Seller, its agents, servants and employees; and Seller shall receive and respond to, and shall defend, indemnify and save harmless Purchaser and Owner, as well as anyone to whom Purchaser is obligated, and their agents, servants and employees from and against any loss, liability, or expense arising from any such violations and any citations, assessments, fines, or penalties resulting therefrom.

13. **INDEMNITY.** To the full extent permitted by law, Seller agrees to defend, indemnify and save harmless Purchaser and Owner, as well as any other parties which Purchaser is required under the Contract Documents to defend, indemnify and hold harmless, and their agents, servants and employees, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the Products, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Seller's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. The provisions of any worker's compensation act insurance hereunder shall not limit seller's obligation. Seller hereby agrees that One Hundred Dollars and No/Cents (\$100.00) of the Price constitutes the separate consideration for Seller's indemnity hereunder. Such amount shall be deemed paid out of the first application for payment paid hereunder.

Should Owner or any other person or entity assert a claim or institute a suit, action, or proceeding against Purchaser involving a claim arising out of the Products, Seller shall upon request of Purchaser promptly assume the defense of such claim, suit, action or proceeding, at Seller's expense, and Seller shall indemnify and save harmless Purchaser as well as anyone to be defended, indemnified and held harmless by Purchaser and its or their agents, servants and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action, or proceeding.

14. **INSPECTION.** Purchaser and its authorized representatives shall have the right, but not the obligation, to inspect the goods to be furnished hereunder at all reasonable times and places before and after delivery.

15. **SUBSTITUTIONS.** Substitutions or alternates shall be permitted only in accordance with the terms of the Contract Documents and as approved by the Architect (or Owner) and Purchaser based on timely and adequate request by Seller.

16. **CHANGES.** Seller agrees to be bound by changes to the Contract Documents to the same extent as Purchaser may be bound thereby. Upon request of Purchaser, and in a time and manner sufficient to permit Purchaser to comply with its obligations under the Contract Documents, Seller shall submit a written proposal for any applicable Price and time adjustment attributable to any change to the Products, detailed as Purchaser or Owner may require, supported by and conforming to the requirements of the Contract Documents. Seller hereby expressly waives any claims for extras, additional charges, or any increase in the Price except as expressly agreed on in writing in advance between Purchaser and Seller. Unless Purchaser and Seller shall have agreed in writing in advance to an increase in the Price, no claims for any amounts in excess of the Price shall be valid and Seller hereby waives any such claims.

17. **DISCOUNTS.** If Seller's invoices are subject to cash discount, the discount period will be calculated from the date Purchaser receives the invoice, unless otherwise indicated under "Discount Terms" on page 1 of this Purchaser Order.

18. **DISPUTES.** In the event of any dispute between Seller and Purchaser arising out of or relating to this Purchaser Order, or the breach thereof, which involves the correlative rights and duties of Owner, the dispute shall be decided in accordance with the Contract Documents, and Seller, its suppliers and its guarantors (if any), shall be bound to Purchaser to the same extent that Purchaser is bound to Owner by the terms of the Contract Documents and by any decisions or determination made under the Contract Documents by an authorized person, board, court, arbitration, or other tribunal. Seller shall be afforded a reasonable opportunity to present information and testimony involving its rights. Seller shall be solely responsible for the preparation of any information or testimony hereunder unless Purchaser notifies Seller in writing of its intention to provide attorneys and provide for the presentation of any case governed by this paragraph, in which case Seller shall have the duty to cooperate with Purchaser.

If a dispute should arise between Purchaser and Seller under or relating to this Purchase Order, or the breach thereof, which does not involve the correlative rights and duties of Owner and is not, therefore, controlled by the foregoing provision, then either party may seek redress of its grievances as to such disputes at law or in equity. In the event a dispute arises which involves the correlatives rights or duties of Seller and a party with whom Purchaser has contracted to furnish some other performance on the Project, Seller hereby irrevocably consents to have any such dispute decided in the same forum as any dispute involving such other party, at Purchaser's sole discretion.

Seller agrees to continue to furnish the Products in accordance with the Schedule despite the existence of disputes. The existence of a dispute shall not be grounds for any failure to perform by Seller nor limit the right of Purchaser to proceed, in good faith, to remedy any default by Seller.

19. **EARLY TERMINATION.** If Owner terminates its contract with Purchaser or stops work on the Project for a reason other than the default of

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Purchaser, Purchaser may terminate this Purchase Order for the same reason, and Seller's rights and remedies (including the basis for compensation) shall be limited to the corresponding rights and remedies available to Purchaser under the Contract Documents. Should this Purchase Order be terminated for default, Seller shall assign all purchase orders or other contracts necessary for the manufacture or assembly of the Products to Purchaser if Purchaser, in its sole and absolute discretion, requests such assignments. Nothing herein shall create any duty on the part of Purchaser to accept the assignment of any purchase order or contract hereunder.

Further, in its sole discretion and without notice to any guarantors, Purchaser may terminate this Purchase order for its convenience upon the giving of written notice to Seller. In no event shall Seller be entitled to consequential damages or loss of profits on portions of the Products not yet produced. If terminated for convenience, Seller shall be entitled to be paid all costs actually incurred in the manufacture of the Products provided hereunder, including reasonable and necessary costs of termination.

20. **NOTICES.** All written notices provided for in this Purchase order or in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party or if sent by telegram or by telecopy (with the original written confirmation copy following) or by regular mail to the party at its address specific herein. Either party may from time to time, by notice to the other as herein provided, designate a different address to which notices to it should be sent.

20. **MISCELLANEOUS.** (a) All matters relating to the validity, performance, or interpretation of this Purchase Order shall be governed by the law applicable to the validity, performance, or interpretation, as the case may be, of the Contract Documents.

(b) This Purchase Order, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof.

(c) The provisions of this Purchase Order and the Contract Documents are intended to supplement and complement each other. If, however, any provision of this Purchase Order irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty on the Seller shall govern.

(d) In connection with the performance of work under this Purchase Order, the Equal Opportunity Clauses as set forth in Section 202 of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, are incorporated by reference.

IN WITNESS WHEREOF, the parties have duly executed this Purchase Order as of the date first above written.

Seller (Printed Name of Seller) **THE EVERGREEN CORPORATION**
DBA EVERGREEN CONSTRUCTION
Purchaser

By: _____ By: _____
(Signature) (Signature)

Name/Title _____ Name & Title _____
(Printed Name & Title) (Printed Name & Title)

Seller Check One ☐ Corporation
☐ Partnership/Joint Venture
☐ Individual

Seller's Business License Number _____ County _____ State _____

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EXHIBIT A - Products and Price:

The Products referred to in this Purchaser Order consist of the items described below which are being purchased for the Price indicated, which includes freight costs to Job Site unless otherwise indicated and taxes payable by Seller as shown.

Seller to supply all _____ in accordance with the Contract Documents listed in Exhibit B, without exception, unless otherwise herein provided, subject to the approval of the Architect, Owner, and Contractor. Particular reference is made to Specification Sections _____.

1. Supplier agrees that all products supplied for this project will be in strict accordance with the Contract Documents. **NO SUBSTITUTIONS WILL BE ALLOWED!**

Price (Excluding Taxes)	\$
* Sales/Use Taxes for State of	\$
Sales Taxes for County of	\$
** Total Lump Sum PURCHASE PRICE as shown on page 1	\$

***Sales Taxes** shall be payable by Seller when title to Products is transferred within State in which Seller is located (i.e., Job is located in same State or products are shipped "Freight Allowed" instead of "F. O. B." to job in another state).

Use Taxes shall be payable by Seller only if Seller has a valid tax registration number for state to which products are shipped F. O. B. to job in state where Seller is not located.

Seller's Tax Registration Number for State of _____ is _____.

Exhibit "E"

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		
INSURED		NAIC #
Subcontractor / Supplier Name & Address		INSURER A:
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract. Liab. <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Evergreen Corporation (Contractor) and Project Owner are included as additional insureds as respects to (name of project) and this insurance shall be primary and non-contributory over any other collectable insurance.

CERTIFICATE HOLDER

The Evergreen Corporation
 3200 Cobb Galleria Parkway
 Suite 240
 Atlanta, GA 30339

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE