

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into on this 8th day of October 2008, by and between the Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92805 ("District"), and Williams Scotsman, Inc., 8211 Town Center Drive, Baltimore, Maryland 21236 ("Contractor") (collectively herein, the "Parties").

RECITALS

A. WHEREAS, on or about December 9, 2004, pursuant to Public Contract Code section 20118, the District's governing board approved entering into an agreement ("Contract") with Contractor for the purchase and installation of modular school facilities, pursuant to the terms and conditions of an existing contract between Contractor and the Beardsley School District ("Beardsley"), which contract is referred to as Bid Package I ("Bid Pack I");

B. WHEREAS, pursuant to the above approval, on or about December 28, 2004, the District issued a purchase order for eight (8) modular facilities at the Trident Education Center ("Project");

C. WHEREAS, Contractor provided the District with the modular facilities;

D. WHEREAS, a dispute arose between the District and Contractor over the terms and conditions of the Contract;

E. WHEREAS, on September 21, 2007, Contractor filed *Williams Scotsman, Inc. v. Anaheim Union High School District*, Orange County Superior Court Case Number 07CC10161 (the "Action"), a breach of contract case, alleging that District failed to remit payment to Contractor pursuant to the contract and that Contractor had suffered damages in the amount of Four Hundred Eighty Seven Thousand Six Hundred Seventy Seven Dollars and Seventy One Cents (\$487,677.71);

F. WHEREAS, the Parties now desire to settle the Action and all other disputes and potential disputes between them through the date of this Agreement without admitting liability or wrongdoing, and the Parties desire to avoid the cost of continuing litigation and to resolve this matter without undue expense; and

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Contractor hereby agree as follows:

1. The District shall release Four Hundred Thirty Nine Thousand Six Hundred Seventy Seven dollars and Seventy One Cents (\$439,677.71) of the Project funds to Contractor as full and final payment on the Project and in full resolution of all claims between the District and Contractor. District will make its best efforts to expedite for immediate release to Contractor the balance in Project funds, however, said amount shall be paid within forty-five (45) days of transmittal of Contractor's signature on the Agreement to District's counsel, Best Best & Krieger LLP.

2. Within ten (10) days after payment has been made by the District to Contractor as outlined in Paragraph 1, Contractor shall file a dismissal with prejudice of the complaint and District shall file a dismissal with prejudice of the cross-complaint filed in the Action.

3a. Except as set forth by this Agreement, Contractor on behalf of itself, its parents, subsidiaries, joint-venturers, successors, assigns, employees, agents and representatives, hereby fully releases and forever discharges the District, its Governing Board, officers, parents, subsidiaries, joint-venturers, successors, assigns, employees, agents and representatives, from any and all claims, demands, causes of action, obligations, damages, attorney's fees, costs and liabilities of any nature whatsoever, whether or not known, suspected or claimed, foreseen or unforeseen, which Contractor has ever had, now has or may claim to have had as of the date of this Agreement against the District or any of them by reason of any act or omission concerning any claims relating to or arising out of the work related to the Project.

3b. Except as set forth by this Agreement, the District, on behalf of its Governing Board, officers, parents, subsidiaries, joint-venturers, successors, assigns, employees, agents and representatives hereby fully releases and forever discharges Contractor, its parents, subsidiaries, joint-venturers, successors, assigns, employees, agents and representatives from any and all claims, demands, causes of action, obligations, damages, attorney's fees, costs and liabilities of any nature whatsoever, whether or not known, suspected or claimed, foreseen or unforeseen, which District has ever had, now has or may claim to have had as of the date of this Agreement against the Contractor or any of them by reason of any act or omission concerning any claims relating to or arising out of the work related to the Project.

4. The Parties acknowledge they are releasing unknown claims related to or arising out of the work related to the Project and expressly waive any rights that they may have had under Section 1542 of the Civil Code of the State of California (or any similar law, statute, or policy) for such claims. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECTS TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR

HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR.

The Parties hereto acknowledge that except for matters expressly represented or recited herein, the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from the facts or law as now known to each Party or its counsel. Each Party therefore expressly assumes the risk of the existence of different or presently unknown facts or law and agrees that this Agreement shall be in all respects effective and binding as to such Party despite the possibility of new or different facts or law. Each of the Parties understands and acknowledges the significance and consequences of this waiver of Section 1542 and equivalent law and confirms that it has either discussed or been given an opportunity to discuss such matters with counsel of that party's choice.

5. The Parties agree that specifically excluded from the Releases in Sections 3 and 4 above are any liabilities, demands, claims and causes of actions which arise from or relate to warranties or latent or other construction defects or defective workmanship in the Project or any third party actions against the District arising out of Contractor's work on the Project, to the extent applicable, and that the Parties shall not be precluded from bringing any action at law or in equity arising from or relating to such matters. This includes the District's rights pursuant to California Code of Civil Procedure section 337.15, to the extent applicable. The District represents that as of the date of this Agreement, it is unaware of any warranty issues or latent construction defect claims, or third party actions threatened or pending arising out of construction of the Project. This Agreement is not intended to and does not extend or revive any warranty or claim by the District or a third party.

6. District and Contractor each represent and warrant that it has made no assignments and will make no assignment of any claim, demand, right of action, or any right of any kind whatsoever, embodied in any of the subject matter referred to herein and that no other person or entity of any kind had, has or may have any interest in any of the claims, demands, causes of action, obligations, damages, attorney's fees, costs and liabilities referred to herein.

7. District and Contractor each acknowledge that it has been given the opportunity to consult with independent legal counsel, that it has carefully read and fully understands all of the provisions of this Agreement and that it is voluntarily entering into this Agreement.

8. This Agreement is the result of compromise and shall never at any time for any purpose be considered an admission of liability or responsibility on the part of any Party hereto, and all Parties continue to deny such liability and to disclaim such responsibility.

9. This Agreement is made in, and shall be governed, construed and enforced under, the laws of the State of California.

10. This Agreement constitutes the complete agreement of the Parties hereto with respect to the subject matters referenced to herein and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations of every nature whatsoever with respect thereto, all of which have become merged and fully integrated into this Agreement. Furthermore, each of the Parties acknowledges that no other party or person, nor any agent, representatives or attorney of any party or person, has made any promise, agreement, covenant, representation or warranty whatsoever, express or implied, concerning the subject matter of this Agreement that is not contained in this Agreement.

11. This Agreement may not be modified, amended, supplemented or terminated, and no provision of this Agreement shall be waived, except by a writing executed by all parties to this Agreement.

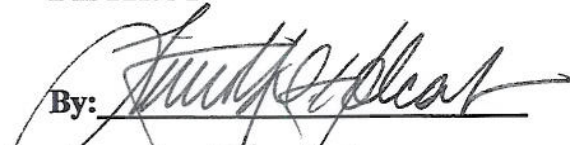
12. The signatories to this Agreement represent that they have read and fully understand the Agreement, and they are authorized to execute the Agreement on behalf of their respective Party

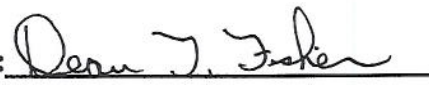
13. The Parties represent and acknowledge that there are no third-party beneficiaries to this Agreement or the Project.

14. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. Any party may deliver its signature to this Agreement by facsimile. Any party that receives an executed signature page from another party by facsimile may rely upon said signature as though it was a signed original.

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

WILLIAMS SCOTSMAN, INC.

By: 
Date: 15 OCT 08.

By: 
Date: 10/9/08