

Olshan

8438 Rayson • Houston, Texas 77080
713/223-1900 • Fax 713/895-8160

11518 Newberry • Dallas, Texas 75229
214/238-1600 • Fax 214/488-3185

FOUNDATION REPAIR COMPANY

Date: 10-30-96

#92939

AGREEMENT

1. OLSHAN FOUNDATION REPAIR COMPANY, called the Contractor, and Julio Valdes
called the Owner, agree that Contractor will furnish labor, equipment and materials to perform the following described work to the hereinafter
described building or structure located at 2514 Hollow Hook
Houston TX 77080 690-5828/850-8885
City State Zip Telephone

Recommended Repair Method:

- A. Cable-lock Pressed Piling B. Bell-Bottom Piers C. Uretex Injections
 Exterior Interior Exterior Interior
- D. Other _____

Cost to Owner for the heretofore described work is \$ 9,360⁰⁰. Payment is to be paid as follows: One-half (1/2) is due at the time work begins. Balance is due upon completion.

*** A LIFETIME TRANSFERABLE WARRANTY IS ATTACHED TO, AND IS A PART OF, ***
THIS CONTRACT WHEN SIGNED BY THE CONTRACTOR.
(Warranty will vary with method of repair used.)

2. Work permitted to meet local government requirements.
3. Contractor will fill void under slab by mud pumping a mixture of 2-1/2 sacks of cement to one cubic yard top soil, if house is lifted above normal tolerance for seasonal heaves.
4. Contractor will repair any damage to water and sewage lines caused by Contractor. Pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by lifting and leveling will not be repaired by Contractor.
5. Any existing builders construction piers requiring chipping and cutting will be billed to the Owner at a cost of \$40 each.
6. Contractor is liability insured for customer's protection.
7. IN FOUNDATION LEVELING, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS, INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB, AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASES THE GUARANTEE BECOMES INVALID.
8. It is understood and agreed that in order to perform the above described work it is possible that the sheetrock, wallpaper, or other rigid materials may crack. Therefore, the above figure does not include any redecorating, repairing, electrical work or the replacement of any materials not called for in this Agreement, it also being understood and agreed that we are not responsible for the trees, plants, or shrubs that might obstruct our operations.
9. It is understood and agreed that the Contractor will furnish all the labor, equipment and material and will perform all the necessary work in connection with this job, in a good and workmanlike manner.
10. The Owner may order extra work to be done not contemplated by this Agreement, in which event a separate Agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this Agreement.
11. This Agreement, in order to be binding upon Contractor, must be signed in the space provided below, and one copy returned to this office within 60- days from the date shown above.
12. Other considerations: _____

OLSHAN FOUNDATION REPAIR COMPANY

Owner

Owner

BY David Lawrence
CONTRACTOR

RESTORATION TYPE

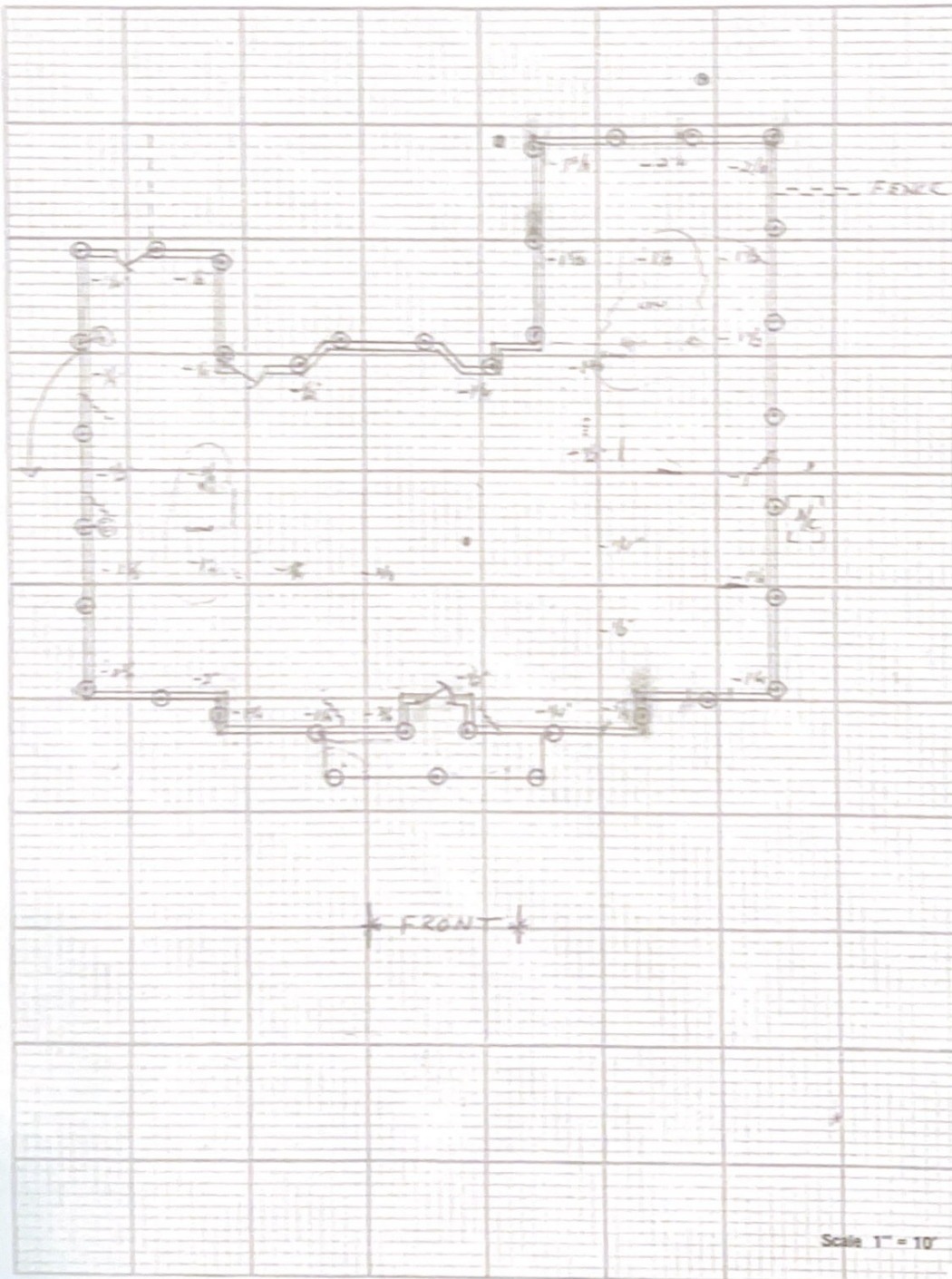
EXT 36 Cable-Loose
 INT 12 Pierings
 TOT 36 9,360.00

Olshan

FOUNDATION REPAIR COMPANY
 (713) 223-1900

NAME Valdez, Julio
 NO. 2514 Hella Hook
Houston, TX 77088
 TEL (713) 680-5221 / (713) 680-5222
 DATE 10-20-94 KEY MAP 455

- | LEGEND | | # <u>94131</u> | SITE CONDITION | BUILDING DESCRIPTION |
|------------------|-----------------|----------------|----------------|----------------------|
| ○ EXTERIOR | - - - PROP LINE | | WOOD DECK | 1 STORY |
| ● INTERIOR | - - - FENCE | | SPA | BRICK |
| △ INJECTIONS | ✓ WALL CRKS | | POOL EQUIP. | 36" GRADE BEAM DEPTH |
| □ BUILDERS PIERS | [A/C] A/C UNIT | | ADD-ON | BREAK-OUTS |
| X PREVIOUS WORK | ← SLOPE | | | ad POST TENSION |





LIFETIME FOUNDATION WARRANTY

This certifies that the CABLE LOCK PILINGS SYSTEM OF REPAIR has been installed on the property at :

2514 Hollow Hook, Houston, TX 77080

If any adjustments are required during the Warranty Period due to settling, Olshan will adjust all areas previously underpinned by Olshan without cost to the owner, subject to the Warranty Terms and Provisions. This Warranty is completely transferable to any and all future owners of this home subject to "Conditions of Transfer" .

Manager's Signature

Effective Date: 12/10/1996

CABLE LOCK PILINGS WARRANTY TERMS AND PROVISIONS

IMPORTANT FACTS CONCERNING YOUR WARRANTY:

Soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather, which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. This warranty provides that Olshan will re-raise or adjust settled areas where the work has been installed with no cost for materials or labor to make the adjustment. Our warranty does not include adding additional underpinning in other areas. If a building is partially underpinned, settlement may occur in areas not underpinned by Olshan such as the remainder of the perimeter and/or the interior of the building. Adjustments required due to movement in these other areas are not covered by our warranty and may require additional repairs at owner's cost. If the work performed was a partial underpinning of the structure, then the remaining structure may move independently of the underpinned area creating a greater differential than if the entire structure was underpinned or no underpinning was done.

THIS WARRANTY EXCLUDES ALL OF THE FOLLOWING:

- All costs for Removal and Replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping, or tunneling required to access our prior work.
- All damage caused by catastrophic occurrences and acts of God including, but not limited to earthquakes, floods, hurricanes, tornadoes, war, terrorism, fire, sink holes or mud slides.
- All work done by another party in areas where Contractor's work was performed. If work is performed on an area warranted by Contractor without Contractor's prior written approval, ALL WARRANTY for the repair is VOIDED.
- Any movement of the foundation not due to settlement such as "Heave" or "horizontal movement". "Heave" is defined as the swelling of the soils resulting in differential uplift of the structure and "horizontal movement" may be caused by soil erosion, creep and or slough of the soils. These conditions may be caused by excess moisture from plumbing leaks, poor drainage (surface and subsurface), flooding, rising water table, trees or their removal, or other causes. Maintaining proper drainage, plumbing and landscaping is the responsibility of the owner.
- All costs of redecorating, repairing or replacing of any materials or items not specifically incorporated in the product installed per the agreement. By example, it is possible that more stress fractures may develop and damage may result such as, but not limited to, sheetrock, wall plaster, tile, wooden members, roof, or other rigid materials and these items are not covered.

TRANSFERRING WARRANTY:

Upon satisfaction of the following conditions, the Warranty will be transferred by Owner to a subsequent purchaser of the Property. Representation of the Warranty to prospective buyers must disclose these conditions. Conditions for transfer: (1) Owner must provide Contractor an Olshan Request For Warranty Transfer form signed by both the New Owner and Prior Owner prior to the sale/purchase of the Property; (2) At Contractor's discretion, Contractor must be permitted access to the property to perform a limited assessment of the prior repairs covered by this warranty to determine if any intervening situations have occurred that must be corrected prior to transfer or that may have voided the warranty; (3) Contractor must be paid a \$100 transfer fee, and (4) the terms, conditions and provisions of the contract and warranty must be provided to new Owner. Upon satisfaction of the foregoing conditions and Contractor's approval of the repair of any intervening situations identified by the assessment, a written Confirmation of Transfer will be provided to New Owner by Contractor. Failure to comply with all of these requirements within 90 days of the sale/purchase will result in the warranty being voided.

Olshan
Since 1933

WORK DATE: May 12-13

5902 W. 34th St.
Houston, TX 77092
713-223-1900 direct dial
713-895-8160 direct fax

2010-0343

PROPOSAL

OLSHAN FOUNDATION REPAIR CO. LLC, hereinafter called CONTRACTOR, enters into this agreement on this 3rd day of May 2010 with Lucia Vasquez, hereinafter called OWNER to provide labor, equipment, and materials for the work described herein upon the structure located at 2514 Hollow Hook, Houston, TX 77050
Owner's Contact Number: 8-282-528 Alternate Number: _____

RECOMMENDED REPAIR PLAN (SEE ADDENDUM):

OWNER INITIAL HERE:

<input type="checkbox"/> Cable Lock ST	<input checked="" type="checkbox"/> Cable Lock Plus	<input type="checkbox"/> Wall Lock Anchoring	<input type="checkbox"/> Water Lock Control System
<input checked="" type="checkbox"/> Exterior	<input checked="" type="checkbox"/> Interior	<input type="checkbox"/> Lifetime Transferable Warranty	<input type="checkbox"/> Basement
<input type="checkbox"/> Lifetime Transferable Warranty		<input type="checkbox"/> Wall Braces	<input type="checkbox"/> Watershield
		<input type="checkbox"/> Ten-Year Transferable Warranty	<input type="checkbox"/> Crawl Space <u> </u> Ft.
<input type="checkbox"/> Piers		<input type="checkbox"/> Drainage	<input type="checkbox"/> Gravity Drainage
<input type="checkbox"/> Ten Year Limited Warranty		<input type="checkbox"/> One-Year Warranty	<input type="checkbox"/> Battery Back-up
		<input type="checkbox"/> Down Spout Extension	<input type="checkbox"/> Pump(s) One-Year Limited Warranty
<input type="checkbox"/> Crawl Space		<input type="checkbox"/> Window well <u> </u> Covers	<input type="checkbox"/> Worry Free Warranty <u> </u> Years
<input type="checkbox"/> One-Year Limited Warranty		<input type="checkbox"/> Gutters	<input type="checkbox"/> Customer Declined Worry Free
			<input type="checkbox"/> Epoxy Injections <u> </u> feet

In consideration of this Agreement, and as identified on the Addendum, incorporated herein, the parties agree as follows:
TOTAL COST TO OWNER FOR THE RECOMMENDED REPAIR PLAN IS \$ 9620 OR
TOTAL COST FOR MODIFIED REPAIR PLAN IS \$ 6900 NO TUNNELING
Owner has elected to modify the repair plan (see addendum): OWNER INITIAL HERE

1/3 \$ Due on acceptance 1/3 \$ Due on start date \$ Due upon completion
 1/2 \$ 4750 Due on acceptance 1/2 \$ 4750 Due upon completion Paid In Full

Any existing builder's construction piers requiring detachment, will be billed to owner at a rate of \$125 per pier detached.

SPECIAL PROVISIONS:

- During the described work, sheetrock, bricks, pipes, electrical work, carpet, tile, hardwood flooring, cabinetry and other rigid materials may crack or shift. Contractor is not responsible or liable for repair to such items, or any other items not herein described, that may be altered as a result of work performed.
- Contractor is not responsible for damage to plumbing resulting from deterioration or pre-existing problems and leaks. Contractor will only repair damage to water and sewer lines hit by Contractor while excavating for piling installation.
- Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Owner is responsible for replacing or reinstalling floor coverings. When inside supports are installed, Contractor will only replace flooring with plywood and screeds. Owner is responsible for finished flooring.
- Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted but Contractor is not responsible for damage to landscaping, underground utilities, or lawn sprinklers caused by drilling machinery or adjustment operations.
- Owner is responsible for clearly marking the existence of pipes, plumbing, and sprinkler systems.
- Contractor does not warrant interior or exterior water systems for damage caused by water intrusion. Contractor is not responsible for damage to flooring, furniture, walls or personal contents of structure due to water intrusion. The warranty provided is solely for adjustments to the installed system.
- During foundation adjustment, conditions may appear that were not visible when the proposal was submitted, such as insufficient reinforced steel in concrete slab, inadequate structural strength, or original foundation deficiencies (such as beams). In any of these cases, Contractor, in its sole discretion, may refund monies paid less cost of materials and labor, and this Agreement shall be of no force and effect, and the Warranty shall be void.
- On all Lifetime Warranties, a New-Owner Transfer fee of \$100 is required of any subsequent owners, without ownership interruption, paid to the Contractor, and new owner must notify Contractor within three (3) months of taking ownership of the existing property. Failure to comply with these requirements within the 3 months will result in the warranty being voided.
- Contractor and Owner agree that Contractor shall retain all rights conferred to it by the lien statutes of the State. If Contractor is not paid when required by this agreement, any and all warranties shall be void.
- Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties.
- EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY: (Cable Lock ST, Plus and pilings only)
 - Heave or upward movement of the foundation.
 - All areas outside the areas of influence.
 - Damage caused by catastrophic occurrences.
 - Foundation work done by another party prior to our work, or who tampers in any manner with the areas where Contractor's work was performed.
- Owner is responsible for mold or other contaminants present in the home. Contractor will not be liable for damage or costs associated with the presence of or exposure to, the release, growth or origin of any microorganism contaminant, including but not limited to, mold, mildew, fungus, allergens, wet or dry rot, or lead occurring in any way as a result of the work performed by Contractor. This provision is material to this Agreement and accepted by signing below.
- This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through existing warranty service, you must provide notice regarding the defect to the contractor by certified mail, not later than the 60th day before the date you file suit in a court of law. If requested by Contractor, you must provide an opportunity to inspect & cure the defect pursuant to Section 27.004, Texas Property Code.
- CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO OLSHAN FOUNDATION REPAIR BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. Under such circumstances, Customer's payment(s) will be returned within ten (10) business days after Olshan Foundation Repair's receipt of Customer's notice. This Agreement must be signed and returned to the office signed within 30 days to be binding upon both parties. I have read and understand the terms of this Agreement. By signing below, I agree with and will abide by the terms and conditions set forth in this Agreement, and authorize Contractor to perform the work specified.
Company Representative

Araceli Ross 713-542-9095 Owner [Signature]



CABLELOCK ST PLUS LIFETIME FOUNDATION WARRANTY

This certifies that the CABLE LOCK ST PLUS SYSTEM OF REPAIR has been installed on the property at :

2514 Hollow Hook, Houston, TX 77080

If any adjustments are required during the Warranty Period due to settling, Olshan will adjust all areas previously underpinned by Olshan without cost to the owner, subject to the Cable Lock ST Warranty Terms and Provisions. This Warranty is completely transferable to any and all future owners of this home subject to "Conditions of Transfer".

Manager's Signature

Effective Date: 5/12/2010

CABLE LOCK ST PLUS WARRANTY TERMS AND PROVISIONS

IMPORTANT FACTS CONCERNING YOUR WARRANTY:

Soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather, which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. This warranty provides that Olshan will re-raise or adjust settled areas where the work has been installed with no cost for materials or labor to make the adjustment. Our warranty does not include adding additional underpinning in other areas. If a building is partially underpinned, settlement may occur in areas not underpinned by Olshan such as the remainder of the perimeter and/or the interior of the building. Adjustments required due to movement in these other areas are not covered by our warranty and may require additional repairs at owner's cost. If the work performed was a partial underpinning of the structure, then the remaining structure may move independently of the underpinned area creating a greater differential than if the entire structure was underpinned or no underpinning was done.

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