

May 6, 2016

Olshan Foundation Solutions
5755 Fannett Rd.
Beaumont, Texas 77705

Subject: Review of Foundation Repairs at 1408 S 35th, Nederland, Texas 77627

As requested by Olshan Foundation Solutions, we have reviewed the repair proposal and installation data from Olshan Foundation Solutions regarding the repairs made to the above referenced residence. Olshan Foundation Solutions presented the repaired portion of the foundation using 28 exterior and 24 interior segmental pre-cast Cable Lock™ concrete piles beneath the above referenced location for our review. The pile locations and spacing as represented were found to be in general compliance with industry standards, and generally in accordance with Olshan Foundation Solutions's proposal based on field data provided to us by Olshan Foundation Solutions.

In our opinion, the piling depths in conjunction with the pile driving force as reported by Olshan Foundation Solutions are generally appropriate for this type of structure and for the area where the work is being performed. The repair work performed to the subject location is believed to have been acceptably completed, based on the information provided by Olshan Foundation Solutions, in accordance with good industry practice for foundation repair work using pre-cast segmental piles. The repairs performed on the subject location should be expected to minimize the foundation settlement observed prior to the foundation repair work. In instances where partial repairs are performed, meaning the entire foundation has not been underpinned, potential differential movement may occur. It should be noted that partial repairs modify the design of the foundation and while partial repairs are generally accepted industry practice the possibility of future movement should be recognized. Non-supported areas are not covered for downward foundation movements by the contractor's warranty.

The future performance of the foundation system on the subject location should function as generally intended, provided proper soil moisture is maintained and there is not a loss in the load bearing capacity of the soil beneath the foundation. Soils should be graded such that there is positive drainage away from the foundation or a drainage system can be installed to prevent water from ponding around the foundation. A foundation maintenance program is recommended which can be found at www.foundationperformance.org.

We appreciate being of service. If you have any questions or require additional information please contact the undersigned.

Regards,

Karl Breckon, PE
BEC-LIN Engineering, LP

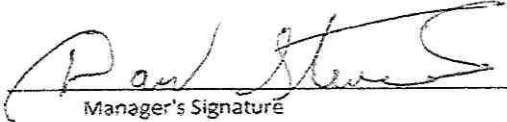


CABLELOCK ST PLUS 10 YEAR FOUNDATION WARRANTY

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

1408 S. 35th, Nederland, TX 77627

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: 4/19/2016

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.

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.



5755 Fannett Rd.
Beaumont, TX 77705

P 409.838.5300
F 409.842.2133

Request for Warranty Transfer

(Must be completed prior to the sales of the property)

To facilitate the transfer of your Olshan Warranty to any new owner it is important to notify the buyer of repairs performed on the property and include the conditions of warranty transfer as part of your Seller's Disclosure. Olshan can assess the repairs covered by this warranty in advance of the sale and assessments are good for 90 days.

Installation Date: 4/19/2016 Certificate#: B 2016-0005

Transfer Request Date: _____ Purchase Date: _____

Current Owner Name: Wayne Spittler

Current Owner's Phone#: _____

Current Owner's Email: _____

New Owner's Name: _____

New Owner's Phone#: _____

New Owner's Email: _____

Address of Installation: 1408 S. 35th, Nederland, TX 77627

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 of transfer:

- 1) Owner must provide Contractor an Olshan Request for Warranty Transfer 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 assess the repairs covered by this Warranty to determine if any intervening situations (see Warranty Terms and Provisions) 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
- 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 the 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.**

The **New Owner must provide the following** items and is acknowledging receipt of these items by signing below:

- 1) A copy of the original contract for the work performed with Terms and Conditions
- 2) A copy of the scope of Work showing the areas repaired
- 3) A copy of the Warranty certificate with Terms and Provisions

Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in accordance with this agreement and the rules of 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

Signature of former Property Owner _____ Date _____

Signature of New Property Owner _____ Date _____