



CABLELOCK ST PLUS LIFETIME FOUNDATION WARRANTY

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

35024 Stepan Rd. , Waller , TX 77484

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: 2/18/2013

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.



CABLELOCK ST PLUS LIFETIME FOUNDATION WARRANTY

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35024 Stepan Rd. , Waller , TX 77484

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Manager's Signature

Effective Date: 2/23/2011

CABLE LOCK ST PLUS WARRANTY TERMS AND PROVISIONS

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Manager's Signature

Effective Date: 1/19/2009

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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LIFETIME FOUNDATION WARRANTY

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

35024 Stepan Rd. , Waller , TX 77484

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Manager's Signature

Effective Date: 12/28/2005

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.

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5902 W. 34th St.
Houston, TX 77092

P 713.223.1900
F 713.895.8160

REQUEST FOR WARRANTY TRANSFER

(Must be completed prior to the sale 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: **Feb 18th, 2013** Certificate#: **30014382**

Transfer Request Date: _____ Purchase Date: _____

Current Owner Name: **Sue Eriksson**

Current Owner's Phone No.: _____

Current Owner's Email.: _____

New Property Owner Name: _____

New Property Owner's Phone No.: _____

New Property Owner's Email.: _____

Address of Installation: **35024 Stepan Rd., Waller, TX 77484**

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 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 be provided 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

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: 2/23/2011 Certificate#: 30009661
Transfer Request Date: _____ Purchase Date: _____
Current Owner Name: Sue Eriksson
Current Owner's Phone#: _____
Current Owner's Email: _____
New Owner's Name: _____
New Owner's Phone#: _____
New Owner's Email: _____
Address of Installation: 35024 Stepan Rd. , Waller , TX 77484

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:

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- 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.**

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- 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

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: 1/19/2009 Certificate#: 30005850
Transfer Request Date: _____ Purchase Date: _____
Current Owner Name: Sue Eriksson
Current Owner's Phone#: _____
Current Owner's Email: _____
New Owner's Name: _____
New Owner's Phone#: _____
New Owner's Email: _____
Address of Installation: 35024 Stepan Rd. , Waller , TX 77484

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Signature of former Property Owner Date

Signature of New Property Owner Date

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: 12/28/2005 Certificate#: 30002023
Transfer Request Date: _____ Purchase Date: _____
Current Owner Name: Sue Eriksson
Current Owner's Phone#: _____
Current Owner's Email: _____
New Owner's Name: _____
New Owner's Phone#: _____
New Owner's Email: _____
Address of Installation: 35024 Stepan Rd. , Waller , TX 77484

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Signature of former Property Owner Date

Signature of New Property Owner Date

3001.4382

2013-0116

Agreement/Contract

5902 W. 34th St.
Houston, TX 77092
Tel. 713-223-1900
Fax. 713-895-8160

Olshan Foundation Repair Co., LLC (dba 'Olshan Foundation Solutions') hereinafter called CONTRACTOR, enters into this agreement on this 16 day of FEB, 2013, with: Jahn Eriksson hereinafter called OWNER to provide labor, equipment, and materials for the work described herein upon the structure located at: 35024 Stepan Rd, Waller, TX, 77484
Owner's Contact Number: 969 826 4158 Alternate Number: _____

Repair Plan	Modified Repair Plan
Total Cost to the Owner for the Repair Plan is \$ <u>8400.</u>	Total Cost to the Owner for the Modified Repair Plan is \$ _____
Warranty Description: Lifetime Transferable (LTW), Lifetime Service Agreement (LSA), 10 Year Limited Warranty, 5 Year Limited Warranty	Warranty Description: Lifetime Transferable (LTW), Lifetime Service Agreement (LSA), 10 Year Limited Warranty, 5 Year Limited Warranty Owner has elected to modify Repair Plan; Owner Initial Here _____
Underpinning	Underpinning
___ Ext ___ Int <u>14</u> <input checked="" type="checkbox"/> Cable Lock™ ST Plus <input checked="" type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ Cable Lock™ ST <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ Steel Pier <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ Drilled Pier <input type="checkbox"/> LSA <input type="checkbox"/> 10 Yr <input type="checkbox"/> 5 Yr <input type="checkbox"/> 1Yr ___ Bell Bottom <input type="checkbox"/> LSA <input type="checkbox"/> 10 Yr <input type="checkbox"/> 5 Yr <input type="checkbox"/> 1Yr ___ Jack Pads 1 Year Warranty ___ Station 1 Year Warranty ___ Crawl Space Adjustment 1 Year Warranty ___ Tunnel as need \$ ___ p/ft ___ Cut Builders Piers \$ ___ ea	___ Ext ___ Int ___ ___ Cable Lock™ ST Plus <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ Cable Lock™ ST <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ Steel Pier <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ Drilled Pier <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr <input type="checkbox"/> 1Yr ___ Bell Bottom <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr <input type="checkbox"/> 1Yr ___ Jack Pads 1 Year Warranty ___ Station 1 Year Warranty ___ Crawl Space Adjustment 1 Year Warranty ___ Tunnel as need \$ ___ p/ft ___ Cut Builders Piers \$ ___ ea
Wall Anchoring	Wall Anchoring
___ Wall Lock™ <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ Wall Braces <input type="checkbox"/> 5 Yr <input type="checkbox"/> 1 Yr ___ Epoxy Injection 1 Year Warranty	___ Wall Lock™ <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ Wall Braces <input type="checkbox"/> 5Yr <input type="checkbox"/> 1Yr ___ Epoxy Injection 1 Year Warranty
Drainage	Drainage
___ Drainage 1 Year Warranty ___ Down Spout Extensions 1 Year Warranty ___ Gutters 1 Year Warranty	___ Drainage 1 Year Warranty ___ Down Spout Extensions 1 Year Warranty ___ Gutters 1 Year Warranty
Interior Water Management	Interior Water Management
___ Basement Water Lock™ + <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ CrawlSpace Water Lock™ + <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ Gravity Drainage 1 Year Warranty ___ Wall Shield 1 Year Warranty ___ Pump 1 Year Warranty ___ Battery Backup 1 Year Warranty ___ WorryFree™ Service ___ Yrs WorryFree™ ___ Customer Initial; Declining Worry Free™	___ Basement Water Lock™ + <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ CrawlSpace Water Lock™ + <input type="checkbox"/> LTW <input type="checkbox"/> LSA <input type="checkbox"/> 10Yr <input type="checkbox"/> 5Yr ___ Gravity Drainage 1 Year Warranty ___ Wall Shield 1 Year Warranty ___ Pump 1 Year Warranty ___ Battery Backup 1 Year Warranty ___ WorryFree™ Service ___ Yrs WorryFree™ ___ Customer Initial; Declining Worry Free™

___ Customer initial acknowledging receipt of Sample Warranty with Terms and Provisions for each service offered under this contract.
LIMITED WARRANTY: UNLESS A SAMPLE WARRANTY WAS PROVIDED, CONTRACTOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD, CONTRACTOR WILL REPAIR AT NO CHARGE TO YOU, ANY DEFECTS DUE TO FAULTY WORKMANSHIP. CONTRACTOR'S WARRANTY EXCLUDES INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, WORK PERFORMED BY OTHERS, OR IMPROPER CARE/CLEANING. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

SPECIAL PROVISIONS: 28 Adjustments

Payment Terms: Due at Signing \$ _____ Due at Start \$ _____ Due Upon Completion \$ _____

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.

ADDITIONAL SIMPLE PRESSED PILING DISCLOSURE: Although simple pressed pilings are a commonly accepted foundation repair method, the system can have performance limitations. Owner agrees and understands the limitations of simple pressed pilings include, but are not limited to, poor soil penetration, shallow depths on light structures (e.g. room additions or wood frame houses), no steel or cable for reinforcement or alignment. Owner understands and acknowledges these and other factors may result in the need for more frequent adjustments to the simple pressed pilings and that these adjustments may be at an additional cost according to the terms of the Service Agreement. Initial Here _____

This signed AGREEMENT, the attached TERMS and CONDITIONS, Warranties provided and drawings (Addendum A) collectively shall represent the Contract/Agreement for repairs with the OWNER. To the extent there is a conflict between documents, the AGREEMENT shall control. This Agreement must be signed and returned to Olshan within 30 days to be binding upon both parties. I have read and initialed confirming my understanding of 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.

Signatures:
Olshan Company Representative: _____

Owner: Jahn Eriksson
Owner: Jahn Eriksson

CST's Name: Daniel Garcia CST's Contact # _____

General Terms and Conditions

Scope: This Agreement is between You (also referred to as "Owner") and Olshan (also referred to as "Contractor"). The "Scope of Work" (referred to below as the "Work") to be performed is as set forth on the Agreement and drawings provided and referred to as Addendum A. All Work will be supervised by an Olshan employee and only the Olshan employee may collect payment for the Work performed. Installation is limited to the described Scope of Work, subject to any agreed upon Change Order. All Work will be completed in substantial accordance with the described Scope of Work. The "Scope of Work" is not intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with this structure.

Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and this repair plan is based upon experience in the industry. The price quoted is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other material thickness as determined by standard building codes and practices. Unless specified, the Scope of Work is not based on an Engineering Structural report. You may obtain an independent Engineering Review at your own discretion and cost to evaluate the scope of work prior to signing this Agreement. Prior to commencement and during the performance of the Work, conditions may exist or be discovered that were not visible or known when the Agreement was submitted and signed. If any unforeseen or unknown conditions arise or are discovered, Contractor, in its sole discretion, may provide Owner with a Change Order for a new "Scope of Work" for Owner to sign and approve. Unless specified in the "Scope of Work", this Work does not include the services of an independent registered Engineer to evaluate, design, inspect, or report on the Work performed. Owner acknowledges acceptance of the "Scope of Work" to be performed by Contractor. If an Engineer or other third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

Your Responsibilities: If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed, You agree to give written notice to Contractor identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the Work to be performed. You agree to (i) facilitate the location of underground/overhead utility lines, (ii) identify your property lines, (iii) ensure that construction areas are free of preexisting hazards, i.e., unsafe physical conditions or environmental hazards and building/zoning or code violations, (iv) to grant Contractor access to construction areas during working hours, (v) provide power and water to construction areas, (vi) to keep unattended minors out of the construction areas at all times while the Work is in progress (vi) keep pets out of the construction areas at all times while the Work is in progress, and (vi) keep all permits on display at all times. IF YOU CHOOSE TO ASSIST CONTRACTOR WITH ANY PART OF MATERIAL DELIVERY, INSTALLATION, OR ENTER THE CONSTRUCTION AREA, YOU ASSUME THE FULL RISK AND ASSOCIATED PERSONAL INJURY LIABILITY.

If your warranty is not a lifetime warranty, You agree that all warranty claims against Contractor, its employees, agents, owners, or subcontractors, under this Agreement shall be made to Contractor within 30 (thirty) calendar days of the date You first become aware of the problem.

Contractor's Responsibilities: Contractor will complete the Work in a workmanlike manner. Contractor may either not start, or immediately discontinue, installation upon discovery of unforeseen, hidden or unknown physical or hazardous conditions at Your property. Contractor is not required to repair such conditions. Under this Agreement, Contractor may perform the installation, or arrange for the installation through an authorized specialty subcontractor.

EXCLUSIONS FROM LIABILITY: The six (6) provisions contained herein are expressly material to this agreement and the cost to the Owner for the "Scope of Work" is determined in part by the ACCEPTANCE by the OWNER to these provisions by initialing here EE JC

1. During the course of, or as a result of the Work, some of the component parts and materials included in the Structure such as plumbing, electrical, floor covering, sheetrock, plaster, stucco, brick, brick mortar, wallpaper, roofing, vinyl products, etc. may pull apart, tear, break, crack, bulge, stretch, and wrinkle. It is understood and agreed that the Contractor is not liable for the damage to or cost of repair of the same. Additionally, Contractor is not liable for and this Agreement excludes any responsibility or liability for Contractor to make cosmetic repairs, redecorating, or replacement of materials not specifically required in this Agreement. Any such damages or repairs are the sole responsibility and liability of Owner. If interior repairs require removal of carpet, tile or any type of floor covering Contractor will remove such floor covering as needed but will not re-stretch or re-seam or replace any such floor covering unless specifically included in the Scope of Work.

2. Contractor is not responsible for damage to plumbing, underground utilities, sprinkler systems, or other systems resulting from deterioration, separation caused by structure movement, or pre-existing problems and leaks. Contractor will ONLY repair damage resulting from direct contact by Contractor while excavating for installation.

3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete; Concrete patches will not match in color.

4. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted. Contractor is not responsible for damage to or loss of landscaping and Contractor does not provide any warranty on landscaping.

5. **MOLD, LEAD AND OTHER CONTAMINANTS:** Contractor and Owner expressly agree that Contractor and its employees, officers, directors, shareholders, affiliates and agents shall not be liable for damages or costs of any type – and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed.

6. Contractor is not responsible for water intrusion from patched concrete. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before any coverings are replaced. Contractor does not seal such patches.

CHANGES AND CHANGE ORDERS: Contractor may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the Scope of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require You and Contractor to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment that may be required. Following discovery of previously undisclosed/unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Contractor may immediately ask for a Change Order or discontinue installation and terminate this Agreement without further obligation to You. If Owner does not agree to the changes and costs outlined in the Change Order, Contractor may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and the Warranty shall be void.

WARRANTY EXCLUSIONS AND LIMITATIONS: YOU WILL BE PROVIDED A COPY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO THE WORK. YOU MAY RECEIVE MULTIPLE WARRANTY TERMS AND CONDITIONS IF MULTIPLE PRODUCTS OR SERVICES ARE PURCHASED. YOU WILL BE REQUIRED TO INITIAL ON THE AGREEMENT THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THE WARRANTY TERMS AND CONDITIONS FOR THESE PRODUCTS OR SERVICES.

Financed Transactions: If You are financing this transaction in whole or in part, Your separate loan agreement (to which Contractor is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Payment for services is due per the terms defined in Agreement. If full payment is not made within thirty (30) days after completion of the Work Owner will be assessed a one hundred dollar (\$100) late payment penalty fee plus monthly interest charge calculated as the lesser of 1.5% or the highest lawful rate permitted by law on any outstanding balance until the balance is paid in full. You agree to pay all costs and expenses, including attorney fees, incurred in collecting unpaid balances.

Security Interests/Liens: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Contractor. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested.

LIMITS OF CONTRACTOR LIABILITY: Owner agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project. Such claims and causes include, but are not limited to negligence, strict liability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Contractor's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement. If it is determined that damage was caused by Contractor's negligence, Contractor's liability is limited to making adequate repairs. Contractor shall not be liable for the cost of new replacement or new construction. Both Owner and Contractor hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Contractor or authorized service provider to this agreement. To the extent Owners' state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION: 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 this state and 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.

ELECTRONIC SIGNATURE: The parties to this Agreement agree that digital or imaged signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED ABOVE AS PART OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT AND YOU AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK AS SPECIFIED IN THE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. This contract contains all of the terms and conditions agreed to by both parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract and may not be changed except by an instrument in writing and signed by both parties. BEFORE SIGNING, YOU ARE ADVISED TO CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT.

CANCELLATION: OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO CONTRACTOR BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. If cancelled, Owner's payments will be returned within ten (10) business days after receipt of the Notice of Cancellation.

AUTHORIZED DEALER
Cable
ock™
 U.S. Patent No. 5,288,175

DANIEL GARCIA
 PRODUCTION MANAGER
 PHONE 713 223 1900
 713 545 7346

Olshan

Since 1933
 Foundation Repair Co.

The Cable Makes
 The Difference!

Cable
ock™

ERICKSON
 35024 STEPHAN
 WALLER TX 77484
 969 826 4158

01 16 2013 KEY MAP

DRAWING SCALE:

**** STRUCTURAL LEGEND ****

● EXTERIOR PIER	⚡ WALL CRACK
● INTERIOR PIER	— TUNNEL
○ BUILDER'S PIER	- - - GRADE BEAM
✕ PREVIOUS WORK	➔ DIRECTION OF SLOPE
Ⓡ REFERENCE POINT	▨ AREA OF INFLUENCE
▨ CONCRETE SUPPORT PAD	□ JACK PAD

BUILDING/SITE CONDITION

1 # OF FLOORS	N/A WOOD DECK
YES BRICK/SIDING	N/A SPA
YES ADD-ON	N/A POOL EQUIP
BREAK-OUTS	N/A POST TENSION
18 INCH GRADE BEAM DEPTH	

**** ARCHITECTURAL LEGEND ****

Ⓜ A/C UNIT	Ⓟ POOL EQUIPMENT
Ⓛ BREAKER BOX	Ⓢ SHRUB/TREE
Ⓞ CLEAN OUT	— SLIDING GLASS DOORS
Ⓞ COLUMNS	Ⓜ WATER MAIN
Ⓛ ELECT SERVICE BOX	Ⓢ WATER HEATER
Ⓛ FENCE	Ⓛ WINDOW WELL
Ⓛ FURNACE	
Ⓛ GAS METER	



ADDENDUM "A"

Sample Warranty Language

CABLE LOCK™ ST PLUS <warranty period> WARRANTY
This certifies that the Cable Lock™ ST PLUS Hybrid System of repair
has been installed on the property at

Address, City, State, ZIP

If any adjustments are required during the <warranty period> due to settling, Olshan will adjust areas previously underpinned by Olshan without cost to the owner, subject to the Cable Lock ST Plus Warranty Terms and Provisions.

This Warranty is completely transferrable to any and all future owners of this home subject to "Conditions of Transfer" outlined on reverse side.

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 repairs 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.



5902 W. 34th St.

Houston, TX 77092

713-223-1900 direct dial

713-895-8160 direct fax

PROPOSAL

OLSHAN FOUNDATION REPAIR CO. LLC, hereinafter called CONTRACTOR, enters into this agreement on this 10 day of Jan 2011, with Eriksson, hereinafter called OWNER to provide labor, equipment, and materials for the work described herein upon the structure located at 35024 Stepan rd Waller TX 77484

Owner's Contact Number: 713-516-5822 Alternate Number:

RECOMMENDED REPAIR PLAN (SEE ADDENDUM):

OWNER INITIAL HERE:

Table with 3 columns: Recommended Repair Plan items (Cable Lock ST, Piers, Crawl Space, etc.), Warranties (Wall Lock Anchoring, Drainage, etc.), and Water Lock Control System options (Basement, Watershield, etc.).

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 \$4950 OR

TOTAL COST FOR MODIFIED REPAIR PLAN IS \$

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 \$ 2475 Due on acceptance 1/2 \$ 2475 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:

- 1. During the described work, sheetrock, bricks, pipes, electrical work, carpet, tile, hardwood flooring, cabinetry and other rigid materials may crack or shift.
2. Contractor is not responsible for damage to plumbing resulting from deterioration or pre-existing problems and leaks.
3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete.
4. Contractor may need to remove plants and shrubbery which obstruct installation areas.
5. Owner is responsible for clearly marking the existence of pipes, plumbing, and sprinkler systems.
6. Contractor does not warrant interior or exterior water systems for damage caused by water intrusion.
7. During foundation adjustment, conditions may appear that were not visible when the proposal was submitted, such as insufficient reinforced steel in concrete slab.
8. On all Lifetime Warranties, a New-Owner Transfer fee of \$100 is required of any subsequent owners.
9. Contractor and Owner agree that Contractor shall retain all rights conferred to it by the lien statutes of the State.
10. 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.
11. EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY: (Cable Lock ST, Plus and pilings only)
(1) Heave or upward movement of the foundation.
(2) All areas outside the areas of influence.
(3) Damage caused by catastrophic occurrences.
(4) 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.

12. 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.

13. 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.

14. 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.

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

Juan Batnez

John Eriksson (Signature) Owner

RESTORATION TYPE

EXT 4
 INT 1
 TOT 4

Olshan
 Since 1933

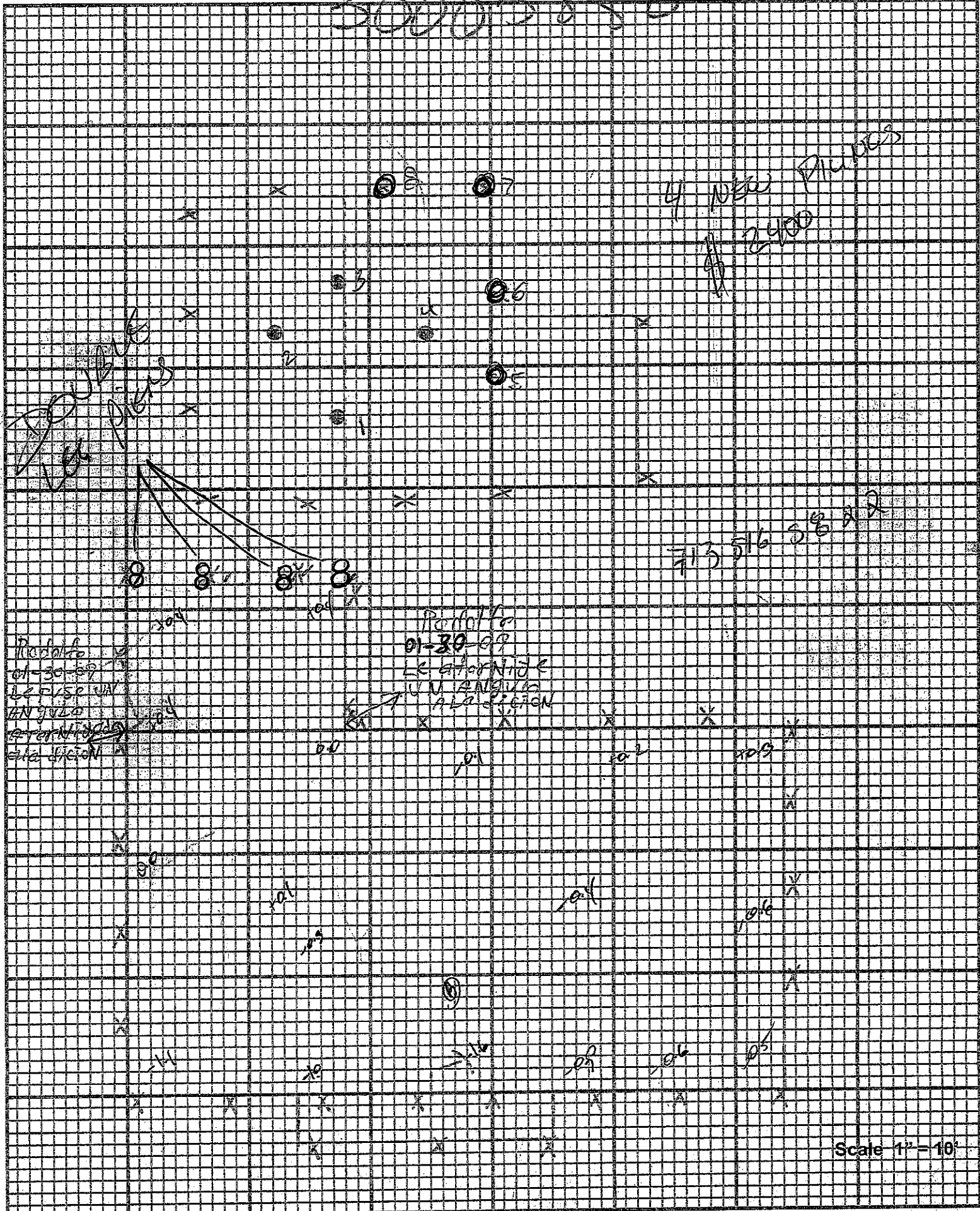
207-0043
 209-0043

NAME ERIKSON
 ADDR. 35024 Stephen Rd
Waller
 TEL (713) 516-5822
 WK TEL _____
 DATE _____ MAP # _____

LEGEND

- EXTERIOR
- INTERIOR
- BUILDERS PIERS
- X PREVIOUS WORK
- PE POOL EQUIPMENT
- G GAS LINE
- FENCE
- WALL CRACKS
- [A/C] A/C UNIT
- ← SLOPE
- 8 CLEAN OUT
- STORY
- BRICK
- GRADE BEAM DEPTH
- BREAK-OUTS
- CRAWL / CONV
- P&B / B&B

30005850



Atlanta, GA (404) 653-1000	Cincinnati, OH (513) 621-2221	Denver, CO (303) 467-1933	Jackson, MS (601) 898-0403	Little Rock, AR (501) 224-1933	Montgomery, AL (334) 613-9800	Paducah, KY (270) 448-3223	Topeka, KS (765) 357-1933
Austin, TX (512) 342-2141	Colo. Springs, CO (719) 447-0400	Evansville, IN (812) 424-0400	Jonesboro, AR (870) 943-1933	Longview, TX (903) 238-9391	Nashville, TN (615) 367-2800	Pensacola, FL (850) 437-5200	Tulsa, OK (918) 584-6000
Baltimore, MD (410) 267-1222	Columbus, GA (706) 689-3090	Fort Smith, AR (479) 649-8900	Kansas City, MO (816) 333-8888	Louisville, KY (502) 968-1960	New Orleans, LA (504) 412-9800	San Antonio, TX (210) 495-5758	Tyler, TX (903) 592-2750
Baton Rouge, LA (225) 927-9377	Columbus, OH (614) 224-4100	Houston, TX (713) 223-1900	Lafayette, LA (337) 406-9400	Memphis, TN (901) 684-1933	Northern Virginia (703) 933-2200	Shreveport, LA (318) 635-4800	Waco, TX (254) 772-9449
Beaumont, TX (409) 838-5300	Dallas, TX (972) 238-1600	Huntsville, AL (256) 534-4443	Lake Charles, LA (337) 477-5246	Mobile, AL (334) 662-1700	Oklahoma City, OK (405) 841-8995	St. Louis, MO (314) 733-1600	Washington, DC (202) 637-0001
Birmingham, AL (205) 871-9780	Dayton, OH (937) 222-2600	Indianapolis, IN (317) 783-7300	Lexington, KY (859) 335-1200	Monroe, LA (318) 323-4383	Omaha, NE (402) 393-1933	Texarkana, TX (903) 791-1933	Wichita, KS (316) 943-1933

209-0043

AGREEMENT

OLSHAN FOUNDATION REPAIR COMPANY, LLC, hereinafter called CONTRACTOR, enters into this agreement on this 15 day of 01 2009 with Erikson, hereinafter called OWNER to provide labor, equipment, and materials for the work described herein upon the structure located at 35024 Step Haw rd Waller TX 77484
Owner's Contact Number: _____ Alternate Number: _____

RECOMMENDED REPAIR PLAN (SEE ADDENDUM):

OWNER INITIAL HERE:

<input checked="" type="checkbox"/> Cable Lock Plus	<input type="checkbox"/> Cable Lock	<input type="checkbox"/> Wall Lock Anchoring	<input type="checkbox"/> Water Lock Control System
<input type="checkbox"/> Exterior	<input type="checkbox"/> Interior	<input type="checkbox"/> Lifetime Transferable Warranty	<input type="checkbox"/> Basement
Lifetime Transferable Warranty		<input type="checkbox"/> Wall Braces	<input type="checkbox"/> Watershield
Piers:		<input type="checkbox"/> Ten-Year Transferable Warranty	<input type="checkbox"/> Crawl Space
<input type="checkbox"/> Helical	<input type="checkbox"/> Limited Warranty	<input type="checkbox"/> Drainage	<input type="checkbox"/> Gravity Drainage
<input type="checkbox"/> Steel	<input type="checkbox"/> Limited Warranty	<input type="checkbox"/> One-Year Warranty	<input type="checkbox"/> Battery Back-up
<input type="checkbox"/> Drilled	<input type="checkbox"/> Limited Warranty	<input type="checkbox"/> Down Spout Extension	<input type="checkbox"/> Pump(s) One-Year Limited Warranty
<input type="checkbox"/> Stations	<input type="checkbox"/> Limited Warranty	<input type="checkbox"/> Window well	<input type="checkbox"/> Worry Free Warranty _____ Years
<input type="checkbox"/> Bell Bottom	<input type="checkbox"/> Limited Warranty	<input type="checkbox"/> Gutters	<input type="checkbox"/> Customer Declined Worry Free
<input type="checkbox"/> Conventional	<input type="checkbox"/> One-Year Limited Warranty		<input type="checkbox"/> Epoxy Injections _____ 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 \$ 2400
PAYMENT TO BE PAID AS FOLLOWS: \$ _____ DUE AT COMMENCEMENT OF WORK 1/2 \$ 1/2 BALANCE DUE UPON COMPLETION

OR

OWNER HAS ELECTED TO MODIFY THE REPAIR PLAN (SEE ADDENDUM): OWNER INITIAL HERE _____
OPTIONAL REPAIR PLAN: COST OF OPTIONAL REPAIR PLAN: \$ _____
PAYMENT TO BE PAID AS FOLLOWS: \$ _____ DUE AT COMMENCEMENT OF WORK \$ _____ BALANCE DUE UPON COMPLETION

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, wallpaper, bricks, pipes, and other rigid materials may crack or shift. Contractor is not responsible or liable for repairs, decoration, electrical work, carpet, tile, hardwood flooring, cabinetry or the replacement or repair of any materials unless expressly specified in this Agreement.
 - 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 recommended, Contractor will only replace hardwood flooring with plywood and screeds. Owner is responsible for flooring.
 - Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted, but Contractor does not guarantee longevity of plants and cannot be held responsible for the landscaping of the yard.
 - Owner is responsible for clearly marking the existence of sprinkler systems and plumbing such as septic tanks, additions with plumbing, and water wells.
 - Contractor will furnish all labor and equipment and will perform all necessary work in connection with this job in a good and workmanlike manner.
 - 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. 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, all 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 of this state and 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.
 - 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 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.
 - EXCLUSIONS TO THE LIFETIME TRANSFERABLE WARRANTY: (Cable Lock Plus and piling only)**
 - Heave or upward movement of the foundation due to soil expansion.
 - All areas outside the areas of influence.
 - Damage caused by catastrophic occurrences.
 - Any prior work to the foundation not performed by Contractor, or any work performed by Contractor that has been tampered with in any manner.

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

Edgar Daniel Garcia
Contractor

John Erikson
Owner

RESTORATION TYPE

EXT 4
 INT -
 TOT 4



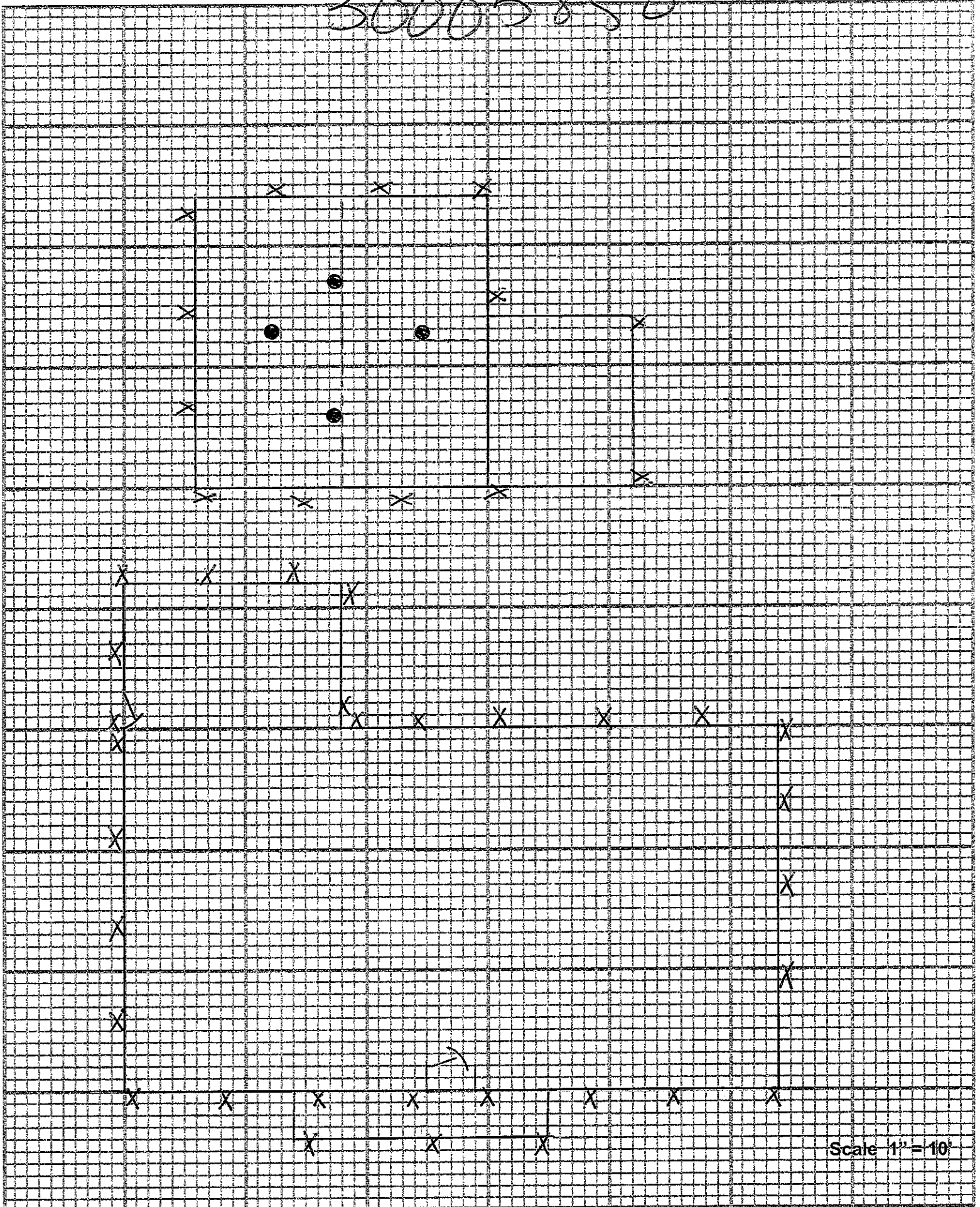
NAME Erikson
 ADD. 35024 Steptaw Rd
d Waller
 TEL (7) 516-5822
 WK TEL _____
 DATE _____ MAP # _____

209-0043

LEGEND

- EXTERIOR
- INTERIOR
- BUILDERS PIERS
- X PREVIOUS WORK
- PE POOL EQUIPMENT
- G GAS LINE
- - - FENCE
- W WALL CRACKS
- [A/C] A/C UNIT
- ← SLOPE
- 8 CLEAN OUT
- STORY
- BRICK
- GRADE BEAM DEPTH
- BREAK-OUTS
- CRAWL / CONV
- P&B / B&B

30005850



Atlanta, GA (404) 653-1000	Cincinnati, OH (513) 621-2221	Denver, CO (303) 467-1933	Jackson, MS (601) 898-0403	Little Rock, AR (501) 224-1933	Montgomery, AL (334) 613-9800	Paducah, KY (270) 443-3223	Topeka, KS (785) 357-1933
Austin, TX (512) 342-2141	Colo. Springs, CO (719) 447-0400	Evansville, IN (812) 424-0400	Jonesboro, AR (870) 943-1933	Longview, TX (903) 238-9391	Nashville, TN (615) 367-2800	Pensacola, FL (850) 437-5200	Tulsa, OK (918) 584-6000
Baltimore, MD (410) 267-1222	Columbus, GA (706) 689-3090	Fort Smith, AR (479) 649-8900	Kansas City, MO (816) 333-8888	Louisville, KY (502) 968-1960	New Orleans, LA (504) 412-9800	San Antonio, TX (210) 495-5758	Tyler, TX (903) 592-2750
Baton Rouge, LA (225) 927-9377	Columbus, OH (614) 224-4100	Houston, TX (713) 223-1900	Lafayette, LA (337) 406-9400	Memphis, TN (901) 684-1933	Northern Virginia (703) 933-2200	Shreveport, LA (318) 635-4800	Waco, TX (254) 772-9449
Beaumont, TX (409) 838-5300	Dallas, TX (972) 238-1600	Huntsville, AL (256) 534-4443	Lake Charles, LA (337) 477-5246	Mobile, AL (334) 662-1700	Oklahoma City, OK (405) 841-6995	St. Louis, MO (314) 733-1600	Washington, DC (202) 637-0001
Birmingham, AL (205) 871-9780	Dayton, OH (937) 222-2600	Indianapolis, IN (317) 783-7300	Lexington, KY (859) 335-1200	Monroe, LA (318) 323-4383	Omaha, NE (402) 393-1933	Texarkana, TX (903) 791-1933	Wichita, KS (316) 943-1933

Olshan

Since 1933

5902 West 34th St. • Houston, TX 77092

713-895-1900 • Fax 713-895-8160

www.olshanfoundation.com

FOUNDATION REPAIR COMPANY

HOME TR

1-05-05

205-0921

Date: 11-14-05

cell 713-514-5827

AGREEMENT

OLSHAN FOUNDATION REPAIR COMPANY, called the Contractor, and SUE ERIKSSON 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: 35024 ELLIOTT RD.

WALVER City, TX State, 77484 Zip Code, 979-826-4158 Telephone, Street Alternative Number

Recommended Repair Method:

A. 28 Cable Lock™ Pressed Piling B. _____ Bell-Bottom Piers C. _____
25 Exterior 3 Interior _____ Exterior _____ Interior

D. Other Considerations:

Cost to the owner for the heretofore described work is \$ 12,750

Two payments to be paid to Olshan as follows:

1. \$ 1/2 when work begins.
2. \$ 1/2 balance due upon completion of backfill.

1. Any existing builders construction piers requiring chipping and cutting will be billed to the Owner at a cost of \$ NA. each.

*** A SAMPLE 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 as required to meet local government requirements.
3. Contractor maintains insurance and other security appropriate for the Owner's job.
4. The repair plan will be reviewed by a registered, professional engineer in accordance with the Contractor's Quality Assurance Program and an "Engineering Completion Letter" will be provided to the Owner with the Warranty.
5. Contractor will repair any damage to water and sewage lines directly caused by Contractor. Pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by lifting and leveling will not be repaired by Contractor.
6. When inside supports are called for, the Contractor will replace with plywood and screeds any hardwood that had to be cut.
7. MOLD AND OTHER CONTAMINANTS: Contractor and Owner expressly agree that Contractor and its employees and agents will not be liable for damages or costs of any type - and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this Agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the agreement of the Owner to these provisions.
8. 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 FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CIRCUMSTANCES, THE WARRANTY BECOMES INVALID.
9. It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, brick and mortar or other rigid materials may crack. Therefore, Contractor will not be liable for, and the above work estimate does not include, any redecorating, repairing, electrical work, or the replacement of any materials not specified in this Agreement. It is also understood and agreed that Olshan will temporarily remove plants and shrubs that obstruct the the installation area, to the extent reasonably possible, all plants and shrubs will be replanted; however, Olshan does not guarantee their continued survival.
10. 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.
11. 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.
12. Notwithstanding, any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration agreement and such statutes by any court having jurisdiction and in accordance with the practice of such court.
13. 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 30 days of the date shown above.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising 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 normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

X John Eriksson
Owner
Owner

OLSHAN FOUNDATION REPAIR COMPANY
BY Mark Baden
CONTRACTOR

cell 713-201-1243

RESTORATION TYPE

EXT 25
INT 3
TOT 28

CABLE
LOOK
PLUS

Olshan
Since 1933

NAME JOHN FRANKSON
ADD. 35024 STEPPAN RD
WILLOW SPRING TX 77484
TEL 979-826-4158

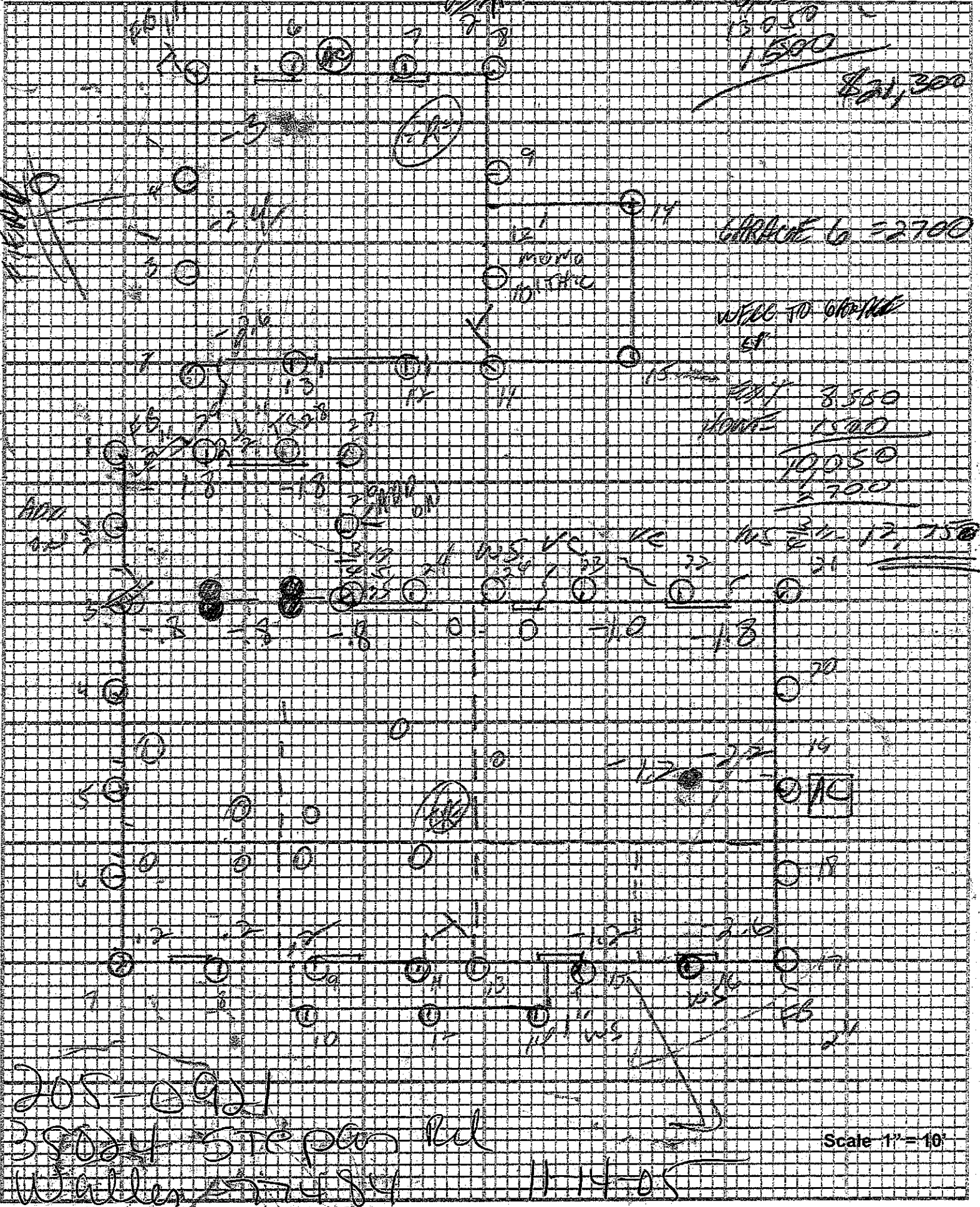
Foundation-Repair

WKTCL
DATE 11-14-05 MAP #

LEGEND 12,750

BUILDING DESCRIPTION

- EXTERIOR
- INTERIOR
- BUILDERS PIERS
- X PREVIOUS WORK
- PE POOL EQUIPMENT
- G GAS LINE
- - - FENCE
- WALL CRACKS
- [A/C] A/C UNIT
- ← SLOPE
- 8 CLEAN OUT
- STORY
- BRICK
- GRADE BEAM DEPTH
- BREAK-OUTS
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