

RESTORATION AGREEMENT

952.888.2000 / Fax 877.550.2007

General Contractor | Construction Management

 $6385 \ \textsc{Old} \ \textsc{Shady} \ \textsc{Oak} \ \textsc{Road}$. Suite 250 . Eden Prairie . Minnesota . 55344

www.TaylorBrock.com

Page 1 of 6

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INSURED / PROPERTY OWNER: Judy Caravlho	REPRESENTATIVE: Carla	DATE: 10/21/2019
SILLING ADDRESS: 578 Lafond Avenue	PROPERTY ADDRESS: 578 Lafond Avenue	
CITY, STATE, ZIP: St. Paul, MN 55103	PROPERTY CITY, STATE, ZIP: St. Paul, MN 55103	
CONTACT E-MAIL: none	HOME / CELL: (651) 402-9797	WORK / FAX:
INSURANCE COMPANY: State Farm Insurance	CLAIM # 23-2090G83	POLICY # 93-BT-X582-8
WE P To furnish material and labor complete in accordance with specific of the insurance proceeds as defined on the reverse side hereof ment, *see below upon delivery of material with 100% of bal	(RCV). Payment to be made as fo	llows: \$100,000 down pay
Specifications	1	ICATIONS
ROOFING:	Soffit / Fascia:	
Tear off roofing and all non adhered underlayment: Roof with: GAF Timberline HD - Charcoal	✓ Tear off fascia: ✓ Tear off sofiit:	
Ridge material: GAF TimberTex - Charcoal	✓ Install Fascia - Per insurance	estimate: White - Aluminum
Roof with: color to match shingles.	Install soffit vents:	
Install decking if needed - Per code @ \$ 95.00 per sheet.		
Install ice & water shield - Per code: GAF Weatherwatch Install underlayment - Per code: Sythentic GAF Feltbuster	GUTTERS / DOWNSPOUTS:	
Install drip edge - Per insurance estimate:	✓ Install gutters - Per insurance estimate: White - Aluminum	
Install valley system - Per insurance estimate:	Install gutters:	
Replace plumbing boots/stacks - Per insurance estimate.	Install gutters:	Size:
/ Install roof vents - Per insurance estimate: Black	Install downspouts - Per insu	
· · · · · · · · · · · · · · · · · · ·	1	Size:
Remove debris from roof, gutters, landscaping and yard.	Install downspouts:	Size:
Furnish building permit.	Install other leaf protection:	
BIDING:		
/_ Tear off siding and existing vapor barrier:	Windows / Screens:	
Siding: Mastic Carvedwood - Deep Granite	Replace windows - Per insur	ance estimate:
Siding:	✓ Replace window sashes - Pe	
/ Siding trim: Mastic - Deep Granite Siding trim:	✓ Install interior window trim - Per insurance estimate: ✓ Repair / replace screens - Per insurance estimate:	
/ Install house wrap - Per insurance estimate: Tyvek	Tepair / Tepiace derection 1	i insurance estimate.
Install fanfold - Per insurance estimate:		
/ Install j blocks - Per insurance estimate: Deep Granite	OTHER:	
Install shutters - Per insurance estimate:		pair is \$277,294.68 (Attached)
	Complete restoration of fire	
Remove debris from roof, gutters, landscaping and yard.	weekly draws per completed	I.68 in trust to be dispusred in I work draw requests
Furnish building permit.	✓ LIFETIME WORKMANSHIP WAR	
THE TERMS ON THE REVERSE SIDE HEREOF AND ADDITIONAL	AL PAGES ARE SPECIFICALLY AG	REED TO AND INCORPORATE
Acceptance of contract - The above prices, specifications, and Corporation is authorized to do the work as specified.	·	
nsured's / Property Owner's Signature July & M. Cavau	Whit Bast Gla	10/21/19
Insured's / Property Owner's Signature	Date	or acceptance

As of the date written on page 1 of this agreement, Insured/Property Owner ("Insured/Property Owner") and Taylor Brock Corporation, ("The Company"), further acknowledge and agree to the terms and conditions set forth herein.

INSURANCE ALLOWANCE AGREEMENT:

I/We indicate, to the best of my/our knowledge, the work contemplated by this contract is related to a claim under a property insurance policy. I/We agree to retain The Company to replace and/or repair the damage on the property aforementioned (Restoration Services), contingent upon Insured/Property Owner's insurance company's approval of damaged items. It is understood and agreed that The Company shall communicate with my insurance carrier and/or their representative in order to negotiate the payment (as to the amount of damage to the above property) and to discuss the repair or replacement work to be done to the property (It is understood that The Company is not acting as a Public Adjuster or a "representative" of the Insured/Property Owner). Upon insurance carrier's settlement agreement to the extent of damages and the cost of fixing them, The Company may begin work on said property.

Insurance Proceeds and Replacement Cost Value (RCV) shall be defined as "the cost to repair or replace property with like kind and quality material and construction, before any Deductibles or Depreciation are subtracted.

Insured/Property Owner's out-of-pocket expense will not exceed Insured/Property Owner's insurance policy deductible for work/damaged items approved by the insurance company plus any additional cost for upgrades listed above.

Insured/Property Owner also agrees to provide all necessary documentation for claim (also providing all pertinent documentation to facilitate payment from insurance company and/or mortgage company). The Company reserves the right to request payment from the insurance company listed herein for increased costs to perform the work, including but not limited to the following: material and/or labor cost increases, market changes, missing items, unforeseen items/circumstances or inaccurate insurance measurements/scope of damages for the claim listed herein.

Insured/Property Owner understands that emergency services are necessary steps taken to prevent additional damage to the building and/or contents and that restoration services may include cleaning, drying, repair, resurfacing, refinishing, and/or replacement of building materials and contents. The Company agrees to perform emergency services and restoration services in a workmanlike manner using reasonable care to restore the property and contents as nearly as possible to their pre-loss condition.

Assignment of Insurance Benefits:

Insured/Property Owner further understands that the total cost of the restoration services shall be payable upon completion of work. Insured/Property Owner agrees to pay The Company for such restoration services, and hereby assigns to The Company the insurance proceeds payable for such restoration services. Insured/Property Owner further hereby authorizes and instructs Insured/Property Owner's insurance company to make direct payment to The Company, or in the alternative to include The Company as a named payee on all insurance proceeds checks or drafts now or hereafter payable for such loss. Insured/Property Owner understands that he/she/it is liable for payment of any deductible and for any and all charges not covered by Insured/Property Owner further agrees to pay The Company any fees, costs, expenses and/or damages, including but not limited to legal fees and collection fees, incurred in collection of any unpaid balance beyond the amount covered by Insured/Property Owner's insurance company or for the collection of any balance which remains unpaid because the Insured/Property Owner did not pay the insurance proceeds over to The Company.

GENERAL CONTRACTOR:

Insured/Property Owner acknowledges The Company as a general contractor and as such, The Company shall be entitled to the Overhead and Profit, as stated in the Insured/Property Owner's insurance company's loss paperwork, before any Deductibles or Depreciation are subtracted.

Insurance Company: State Farm Insurance		Claim #: <u></u>	- 44
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Insured's / Property Owner's Signature Quly Im	arwallo Br	MGM Date of acceptance	10/2/19
Taylor Brock Representative's Signature	e Ch	Date of acceptance	14/2// 2019
	8		Page 2 of 6

As of the date written on page 1 of this agreement, Insured/Property Owner ("Insured/Property Owner") and Taylor Brock Corporation, ("The Company") further acknowledge and agree to the terms and conditions set forth herein.

PERFORMANCE GUIDELINES:

Property Owner has received the agreed upon performance guidelines ("Guidelines") which are incorporated herein by reference. Property Owner acknowledges receipt of the Guidelines prior to signing this Agreement.

ENVIRONMENTAL:

By signing this agreement, Property Owner certifies the following: I have received a copy of the pamphlet, The Lead-Safe Certified Guide to Renovate Right EPA 740-K-10-001, informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling home/unit. I received this pamphlet before this project began. This does not include any emergency services portion of the project.

Hazardous Materials, Mold and Other Hidden Conditions. Nothing contained in this Agreement shall be construed to require the company to determine the presence or absence of any hazardous materials, asbestos-containing materials, mold, insect or rodent infestation; or any other hidden, concealed or unforeseeable conditions affecting the work or to require the company to remove, protect against or dispose of or remedy such materials or conditions. In the event that the company learns of the presence of such materials or conditions at the work site, the company reserves the right to immediately stop work and/or revise the Estimate for such additional work as may be required. For purposes of this Agreement, a hidden, concealed or unforeseeable condition shall mean a condition not readily observable to an experienced contractor or subcontractor inspecting the property for the purpose of estimating for and performing the work covered by this Agreement.

WARRANTY:

The Company shall have no responsibility for damages from fire, windstorm, hail, snow, ice dams or other hazard, as is normally covered by homeowners insurance, unless a specific written agreement has been made prior to commencement of work.

The Company shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond the reasonable control of the company.

The Company is not responsible for any damage below the roof deck, damage caused by pre-existing construction defects or leaks by excessive wind, hail, snow, ice dams or other hazard, during or after the warranty period. EXCESSIVE WIND IS 65 M.P.H. AND ABOVE.

All work shall be done in a workmanlike manner. The Company provides a warranty on all workmanship covered by this Contract for a minimum period of one year from the earlier of 1) the date the company ceases work on the property or 2) the date the company's building permit is finalized or otherwise closed. All materials used are subject only to the warranties provided by the manufacturers and/or suppliers, if any. If Property Owner does not fully pay The Company in accordance with this agreement, all warranties beyond the minimum required by Law are null and void.

PAYMENTS:

Payments shall be net cash, less any down payment and payment upon delivery of material made, due upon substantial completion of each phase of the construction, i.e. roofing, siding, windows, gutters, insulation, interior. If work will exceed one calendar month, partial payments shall be made on the tenth (10th) of each calendar month, based on the work completed and the material on the job as of the last day of the preceding month by our statement. In the event an inspection is required, the maximum allowable hold back will be ten percent (10%) for a maximum of 30 days from completion. Substantial completion shall be the date on which the company's work are substantially finished so that the Property can be used for its intended purpose (as distinguished from the date of Insured/Property Owner's acceptance thereof), or the date of company's last item of work at the property, whichever is earlier. Insured/Property Owner's failure to make prompt payment shall entitle company to stop work, on forty-eight (48) hours notice. Any discount offered herein shall be VOID if Insured/Property Owner fails to make any payment strictly according to the terms of this agreement. The Agreement price shall be increased by company's reasonable costs to stop the project and/or resume work, and Insured/Property Owner agrees to pay any such costs.

As of the date written on page 1 of this agreement, Insured/Property Owner ("Insured/Property Owner") and Taylor Brock Corporation, ("The Company") further acknowledge and agree to the terms and conditions set forth herein.

continued from page 3 of 4

PAYMENTS CONTINUED:

Insured/Property Owner agrees to pay a service charge of the maximum amount allowed by law on all balances 30 days or more past due, and Property Owner specifically agrees to pay those service charges despite statutes to the contrary. Insured/Property Owner also specifically agrees to pay for all collection costs, including employee time and expense and all attorneys' fees and costs the company incurs in either collection of and/or protection of its interests in Insured/Property Owner's past due account or performance of this Agreement.

TERMINATION / CANCELLATION:

MN 325G.08 "NOTICE OF CANCELLATION"

You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached notice of cancellation form for an explanation of this right. See attached Notice of Cancellation forms for an explanation of this right.

MN 326B.811 "NOTICE OF CANCELLATION"

You may cancel this agreement at any time within 72 hours after you have been notified that your insurer has denied your claim to pay for the goods and services to be provided under this Contract. See attached Notice of Cancellation forms for an explanation of this right.

THIS CONTRACT CANNOT BE CANCELLED (EXCEPT FOR THE REASONS STATED ABOVE).

"PRE-LIEN NOTICE: INSURED/PROPERTY OWNER UNDERSTANDS THAT THE COMPANY IS REQUIRED BY LAW TO PROVIDE INSURED/PROPERTY OWNER WITH THIS NOTICE:

- (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

TAYLOR BROCK CORPORATION HAS PROVIDED THIS NOTICE AS THE "ORIGINAL/PRIME CONTRACTOR" AND HEREBY GIVES NOTICE TO THE OWNER OF THIS PROPERTY AS LISTED ON THE FACE OF THIS DOCUMENT OF THE ABOVE RIGHT. ALL NOTICES SHOULD BE MAILED TO TAYLOR BROCK CORPORATION, 6565 CITY WEST PARKWAY, EDEN PRAIRIE, MINNESOTA 55344

MN 325G.08 "NOTICE OF CANCELLATION"

	nase at any time prior to midnight of the third business day after the date of this cellation form for an explanation of this right.
(goods or services)	
(date of transaction)	
(date)	
and dated copy of this cancellation no	es described above, you may cancel your purchase by mailing or delivering a signed otice or any other written notice, or send a telegram to Taylor Brock Corporation at Eden Prairie, MN 55344, not later than midnight of
	by you under the contract or sale, any property traded in, and any instrument thin ten business days following receipt by the seller of your cancellation notice, of the transaction will be canceled.
received, any goods delivered to yo instructions of the seller regarding to	able to the seller at your residence, in substantially as good condition as when ou under this contract or sale; or you may, if you wish, comply with the written he return shipment of the goods at the seller's expense and risk. oods within 20 days of the date of your notice of cancellation, you may retain or obligation.
I HEREBY CANCEL THIS TRANSACT	ION.
(date)	
(Buyer's signature)"	
	MN 326B.811 "NOTICE OF CANCELLATION"
the contract by mailing or delivering to Taylor Brock Corporation at 6385 hours after you have been notified	pay for goods and services to be provided under this contract, you may cancel g a signed and dated copy of this cancellation notice or any other written notice 5 Old Shady Oak Raod, Suite 250, Eden Prairie, MN 55344 at any time within 72 that your claim has been denied. If you cancel, any payments made by you under ten business days following receipt by the contractor of your cancellation notice.
I HEREBY CANCEL THIS TRANSACT	ION.
(date)	
(Insured's signature)"	

MN 325G.08 "NOTICE OF CANCELLATION"

	hase at any time prior to midnight of the third business day after the date of this incellation form for an explanation of this right.
(goods or services)	
(date of transaction)	
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and dated copy of this cancellation n	ces described above, you may cancel your purchase by mailing or delivering a signed otice or any other written notice, or send a telegram to Taylor Brock Corporation at Eden Prairie, MN 55344, not later than midnight of
	by you under the contract or sale, any property traded in, and any instrument ithin ten business days following receipt by the seller of your cancellation notice, of the transaction will be canceled.
received, any goods delivered to your instructions of the seller regarding t	able to the seller at your residence, in substantially as good condition as when ou under this contract or sale; or you may, if you wish, comply with the written he return shipment of the goods at the seller's expense and risk. boods within 20 days of the date of your notice of cancellation, you may retain or obligation.
I HEREBY CANCEL THIS TRANSACT	ION.
(date)	
(Buyer's signature)"	
:	
	MN 326B.811 "NOTICE OF CANCELLATION"
the contract by mailing or deliverin to Taylor Brock Corporation at 638 hours after you have been notified	pay for goods and services to be provided under this contract, you may cancel g a signed and dated copy of this cancellation notice or any other written notice 5 Old Shady Oak Raod, Suite 250, Eden Prairie, MN 55344 at any time within 72 that your claim has been denied. If you cancel, any payments made by you under ten business days following receipt by the contractor of your cancellation notice.
I HEREBY CANCEL THIS TRANSACT	TON.
(date)	
(Insured's signature)"	

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