

Third Power Construction, Inc.

6083 N. Figarden Dr., STE #601 • Fresno, California 93722 • CA License #1047078

Office (559) 354-4160 • Email: office@thirdpowerconstruction.com

RESTORING **PROPERTIES**. REBUILDING **LIVES**.



CONTRACTOR DESIGNATION & LIMITED AUTHORIZATION

Pre-Construction Insurance Claim Authorization — No Emergency Services Involved

Property Owner Name:

Date:

Co-Owner / Spouse Name (if applicable):

Phone Number:

E-mail Address:

Cell / Alternate Phone:

Property Address (Street, City, State, ZIP): _____

Mailing Address (if different from above):

INSURANCE CLAIM INFORMATION:

Insurance Company Name:

Policy Number:

Claim Number:

Date of Loss:

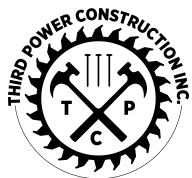
Claim Representative / Adjuster Name:

Adjuster Phone Number:

Adjuster E-mail Address:

Deductible Amount:

Type / Cause of Loss (fire, water, wind, vehicle, etc.):



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I/We, _____ ("Owner"), owner(s) of the property located at the address listed above ("Property"), hereby designate and appoint Third Power Construction, Inc., CA License #1047078 ("Contractor"), as Owner's Contractor of Choice for the repair, restoration, and/or reconstruction of the Property in connection with the insurance claim referenced above. Owner represents and warrants that Owner has full legal authority to execute this document and to grant the authorizations set forth herein.

1. Designation as Contractor of Choice

Owner hereby designates Third Power Construction, Inc. as Owner's preferred contractor and contractor of choice for all repair, restoration, and reconstruction work arising from the loss event identified above. Owner confirms that no other contractor has been designated or authorized to perform the repair work covered by this claim without the prior written consent of Owner. This designation does not obligate Owner to execute a final construction contract until the scope of work and pricing have been agreed upon in writing by both parties.

2. Authorization to Communicate with Insurance Carrier

Owner hereby authorizes and directs Owner's insurance company, its adjusters, representatives, and agents, to communicate directly with Third Power Construction, Inc. regarding all aspects of Owner's insurance claim, including but not limited to: Discussing, reviewing, and negotiating the scope of repair and the insurance estimate of loss;

a. Obtaining and reviewing the insurance carrier's estimate, scope of loss, line items, pricing, and any supporting documentation;

b. Obtaining claim-related information including, without limitation, the claim number, policy number, policy limits, coverage details, deductible amount, depreciation schedules, and payment status;

c. Scheduling and attending inspection appointments with the insurance adjuster, independent appraisers, or other insurance representatives at the Property;

d. Submitting, discussing, and negotiating supplemental estimates for any additional covered damages or costs not included in the initial insurance estimate;

e. Receiving, reviewing, and responding to any correspondence, notices, or requests from the insurance carrier related to the claim.

Owner understands that this authorization does not transfer ownership of the insurance claim to Contractor and does not constitute an Assignment of Benefits. Contractor is authorized to act as Owner's representative solely for the purposes described in this section.

3. Authorization to Prepare and Submit Repair Estimates

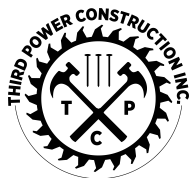
Owner authorizes Contractor to inspect the Property, assess the scope of damage, and prepare a written repair estimate using industry-standard estimating software and methodology (including Xactimate or equivalent). Owner further authorizes Contractor to submit this estimate directly to Owner's insurance carrier and to negotiate the scope and pricing of the estimate with the carrier's adjuster or representatives on Owner's behalf. Contractor shall provide Owner with a copy of any estimate submitted to the insurance carrier.

4. Authorization to Communicate with Mortgage Servicer

If Owner's property is subject to a mortgage or deed of trust, Owner hereby authorizes Contractor to communicate directly with Owner's mortgage servicer or lender solely for the purpose of facilitating the proper endorsement and disbursement of insurance claim proceeds payable for repair of the Property. This authorization is strictly limited to communications necessary to process insurance claim payments and does not authorize Contractor to modify, negotiate, or execute any mortgage-related documents on Owner's behalf.

5. Scope of This Agreement — Binding Authorization, Separate Construction Contract Required

This Designation & Authorization is a binding agreement with respect to the specific purposes set forth herein, including Owner's designation of Contractor as Contractor of Choice and Contractor's authority to communicate with Owner's insurance carrier, adjuster, and mortgage servicer as described in Sections 2, 3, and 4. Owner and Contractor are bound by these terms from the date of signing. This document does not, however, constitute a construction contract. No physical repair, restoration, or reconstruction work shall commence until Owner and Contractor have executed a separate written Home Improvement Contract that complies with California Business and Professions Code Section 7159, setting forth the agreed scope of work, contract price, payment schedule, and commencement and completion dates. Owner's obligation to proceed with construction arises only upon execution of that separate contract.



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Owner understands and agrees that by signing this document, Owner is designating Third Power Construction, Inc. as Owner's contractor of choice and authorizing Contractor to invest time, resources, and expertise in preparing repair estimates, communicating with the insurance carrier, and advancing Owner's claim on Owner's behalf.

Owner agrees to act in good faith toward executing a construction contract with Contractor once the scope of work and pricing have been established, and to promptly notify Contractor in writing if Owner decides not to proceed, so that Contractor may discontinue claim-related activities on Owner's behalf.

6. No Assignment of Insurance Benefits

This document does not constitute, and shall not be construed as, an Assignment of Insurance Benefits (AOB). Owner retains full ownership and control of Owner's insurance claim and all proceeds thereof. Contractor's authority under this document is limited to the representative and communicative functions described herein.

7. California Statutory Right to Cancel — Required Notice

THREE-BUSINESS-DAY RIGHT TO CANCEL — REQUIRED BY CALIFORNIA LAW

Because this document may have been signed at or near your home or residence, California law requires that you be advised of the following:

You have the right to cancel this Authorization WITHOUT PENALTY OR OBLIGATION within THREE (3) BUSINESS DAYS of the date you signed it.

To exercise this right, you must deliver written cancellation notice to Third Power Construction, Inc. before midnight of the third business day after the date of signing. Written notice may be delivered by any of the following methods:

6083 N. Figarden Drive, STE #601, Fresno, CA 93722 • Mail
office@thirdpowerconstruction.com • email
Text or call: (559) 354-4160 • Telephone

After the three-business-day cancellation period has passed, this Authorization is fully binding. Owner acknowledges that the purpose of this statutory notice is to protect Owner's right to consider this Agreement before it becomes effective, and that Owner has been provided a full copy of this document at the time of signing.

8. No Fees for Designation or Claim Representation

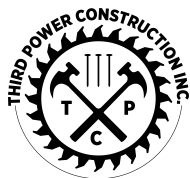
Contractor shall not charge Owner any fee solely for the designation, claim consultation, estimate preparation, or insurance negotiation services described in this document. Contractor's compensation will be earned only upon execution of a separate construction contract and performance of repair work thereunder. Owner is under no obligation to compensate Contractor for pre-construction claim-related services if Owner ultimately chooses not to proceed with Contractor as the repair contractor.

9. Owner's Responsibilities

Owner agrees to: (a) promptly provide Contractor with any insurance-related documents, correspondence, or information relevant to the claim upon request; (b) notify Contractor of any scheduled inspection or adjuster visit with reasonable advance notice; (c) cooperate with Contractor in facilitating access to the Property for inspection and estimation purposes; and (d) promptly notify Contractor if Owner receives any payments, denials, or other significant communications from the insurance carrier.

10. Governing Law

This Authorization shall be governed by and construed in accordance with the laws of the State of California. Any dispute arising from this Authorization shall be resolved by binding arbitration in Fresno County, California under the Rules of the American Arbitration Association. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs.



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11. Public Adjuster Disclaimer

Contractor is not acting as a public adjuster and will not interpret insurance policy coverage, determine coverage, or negotiate settlement of coverage disputes. Contractor's communications with the insurance carrier are limited to repair scope, pricing, construction methodology, and claim-related repair issues.

IMPORTANT NOTICE TO PROPERTY OWNER — PLEASE READ CAREFULLY

1. This document designates Third Power Construction, Inc. as your Contractor of Choice and authorizes Contractor to communicate with your insurance company, adjuster, and mortgage servicer on your behalf. By signing, you are entering into a binding agreement for these specific purposes. This document does not, however, authorize any physical repair or construction work to begin — a separate written Home Improvement Contract must be signed before any work commences.
2. You retain full control of your insurance claim. This document does NOT assign your insurance benefits to Contractor.
3. No repair work will begin without a separate, written Home Improvement Contract signed by you.
4. You have the right to cancel this Authorization within 3 business days of signing. See Section 7 above.
5. You are encouraged to review this document carefully and ask any questions before signing. You may consult with an attorney before signing.

BY SIGNING BELOW, OWNER CONFIRMS THAT OWNER HAS READ AND UNDERSTANDS THIS ENTIRE DOCUMENT, HAS HAD THE OPPORTUNITY TO ASK QUESTIONS, AND VOLUNTARILY AGREES TO ALL TERMS SET FORTH HEREIN.

Owner Signature

Owner Signature (if joint ownership)

Print Name

Print Name

Date

Date

Third Power Construction, Inc. — Authorized Representative Signature

Date

Print Name & Title

CA License #1047078

Contractor Designation & Limited Authorization — Third Power Construction, Inc. — CA License #1047078