PROJECT AGREEMENT

SUBJECT TO INSURANCE APPROVAL

1 PROPERTY OWNER ("OWNER")

OWNER LEGAL NAME (AS ON POLICY)	SIGNER NAME AND TITLE
PROPERTY ADDRESS (WHERE DAMAGE OCCURRED)	MAILING ADDRESS (IF DIFFERENT)

INSURANCE CARRIER	POLICY NO.	CLAIM NO.	DATE OF LOSS

PHONE	EMAIL	MORTGAGE HOLDER (IF ANY)

2 SKYVIEW RESTORATION GROUP ("SKYVIEW") AND YOUR BUILD CONTRACTOR

SKYVIEW RESTORATION GROUP LLC · OFFICE **866-321-VIEW · Info@SkyViewRestore.com · SkyViewRestore.com**	BUILD CONTRACTOR · SKYVIEW ROOFING LLC (TX, WY) OR ONE ON OUR LIST **✓ Insured, licensed per law · SkyView agent for each**

SKYVIEW REPRESENTATIVE	SKYVIEW PHONE	SKYVIEW EMAIL

3 WHAT WE DO FOR YOU

- Inspect for storm, hail, wind, fire and water damage
- Document damage with photos, drone or testing
- Arrange any tarping or repairs
- Manage scheduling and updates
- Build the repair scope and estimate
- Meet the adjuster on the scope
- Review the scopes with you before work starts
- Coordinate with everyone involved

YOUR MAXIMUM OBLIGATION IS YOUR DEDUCTIBLE

Claim denied: you owe nothing. **Claim approved and built by an Approved Contractor:** your deductible, plus only extras you approve in writing (such as upgrades or non-recoverable depreciation).

Includes 2 years of Overwatch Storm Monitoring (fee waived): if I file a new storm claim, SkyView inspects first and manages the repairs (§51).

CANCELLATION FEE (TERMS §18)

If I cancel, or don't build approved work with an Approved Contractor, after my first 10 business days, I pay SkyView's published rates for work done, **capped at 10% of the Cap Value within 4 months of signing, 20% after** (never above 20% of the carrier's final approved value). Repairs and outside experts' cost are extra. **No fee if my claim is denied before I cancel.**

Cap Valuation Rates (our Approved Contractors' standard rates; set the cap only, not a quote), per sq ft of roof: shingle $8 · metal $20 · flat $20 · slate $70 · historic tile $150. Other work: SkyView's Xactimate estimate (10 business days to object). Terms §18, Exhibit A.

By signing, I agree to this page and the Terms (Version Nov 1, 2026) with Exhibit A, posted at SkyViewRestore.com/terms (plain-language FAQs at SkyViewRestore.com/faq), which I could review and download before signing (copies on request). The signer confirms authority to sign for Owner, agrees to Section 45 (insurance checks go to escrow) and lets SkyView fill in missing details (§60).

NOTES (SPECIAL TERMS, IF ANY)

OWNER, BY AUTHORIZED SIGNER

X _____

Printed name and title _____ Date _____

SKYVIEW, FOR ITSELF AND AS CONTRACTOR'S AGENT

X _____

Printed name and title _____ Date _____

CLAIM INFORMATION AUTHORIZATION WITH DIRECTION TO PAY

HOW YOUR CLAIM MONEY IS PROTECTED

Many contractors collect a large deposit up front. We built this process so you never have to. Your claim money goes to **Build Safe Escrow, an independent escrow company**, never to SkyView, and is paid to the contractor in four milestone payments as the project moves forward, each with proof sent to you first so you can object. Money left over is yours.

Owner gives these instructions to its insurance carrier, mortgage holder, public adjuster and attorney, who may rely on them. If approved items are cancelled, each of them pays SkyView directly, from claim funds it holds, the undisputed amounts on SkyView's invoice, or holds them (Terms §18). "SkyView" is SkyView Restoration Group LLC, Contractor's sales and project management agent.

NAMED INSURED (AS ON POLICY)	INSURANCE CARRIER
POLICY NO. / CLAIM NO.	DATE OF LOSS
PROPERTY ADDRESS	CONTRACTOR · LEAVE BLANK, NAMED ON FORM 1
ESCROW AGENT Build Safe Escrow · 855-611-3532 · BuildSafeEscrow.com · escrow file no. assigned when the account opens	

1. ADD THE ESCROW AGENT TO THE CLAIM

Owner directs its carrier to add the Escrow Agent named above to the claim file and, where the carrier allows, to make every claim payment for the building and the work payable to the Escrow Agent and send it directly to the Escrow Agent.

2. HOW CLAIM MONEY REACHES ESCROW

Every claim payment for the building and the work (building, code, depreciation and supplements) goes to the Escrow Agent by one of these routes: **(a) Carrier to escrow:** paid or sent directly, as paragraph 1 asks. **(b) Through Owner's public adjuster or attorney:** wired to the Escrow Agent within five (5) business days after it clears, less only their contract fee. **(c) Check sent to Owner:** Owner holds it in trust, tells SkyView, and immediately (no later than two (2) business days after receiving it) sends it to the Escrow Agent or gives it to SkyView to endorse "for deposit only" to the Escrow Agent or Contractor (Form 15). **(d) Mortgage holder on the check:** Owner immediately gives it to the mortgage holder with written instructions (Form 12) to release the funds to the Escrow Agent, and sends the Escrow Agent anything the mortgage holder releases to Owner within two (2) business days. Contents, business income and extra expense payments stay with Owner.

3. CLAIM INFORMATION AND UPDATES

Owner authorizes its carrier (and its adjusters and engineers), mortgage holder, public adjuster and attorney to give SkyView and Contractor, in writing or verbally, claim status, estimates, scopes, photos, reports, coverage and denial letters, payment details, depreciation holdback, and supplement and reinspection dates. It is used only to document, schedule and be paid for the repairs, and lets no one negotiate, adjust or settle the claim, change payees or receive payments. It expires eighteen (18) months after signing or at claim close, whichever is first; Owner may revoke it in writing. A copy is as valid as the original.

4. WHAT THIS IS NOT

This is not an assignment of insurance benefits. SkyView never cashes or keeps insurance checks and endorses them only "for deposit only" to the Escrow Agent or Contractor (Form 15); no one negotiates or settles the claim under this document. Paragraphs 1 and 2 last until the project is complete and paid (or amounts owed on cancelled work are paid); a later change does not reduce what Owner owes. If Owner cancels under Terms §20 or the claim is denied (Terms §10), this Direction ends, except as to unpaid Emergency Work under Terms §5, and SkyView promptly tells the carrier and Escrow Agent in writing.

Owner signature _____ Printed name and title _____ Date _____

PUBLIC ADJUSTER OR ATTORNEY ACKNOWLEDGMENT (IF ANY)

I acknowledge this Direction to Pay. I will tell SkyView when I receive any claim payment for the building and the work, send it to the Escrow Agent as paragraph 2(b) states (less only my contract fee), and may give SkyView non-privileged claim documents and payment notices. I am not a party to the Project Agreement, and no fees or referral payments pass between me and SkyView or Contractor.

PA or attorney signature _____ Name, firm and license no. _____ Date _____

ESCROW INSTRUCTIONS

Owner, Contractor and SkyView give these instructions to the Escrow Agent only, as a supplement to its standard escrow agreement. If they conflict with that agreement, its online portal or its usual release process, these instructions control.

ESCROW AGENT Build Safe Escrow · 855-611-3532 · BuildSafeEscrow.com	ESCROW FILE NO. Assigned when the account opens
PROPERTY ADDRESS	OWNER
CONTRACTOR · LEAVE BLANK, NAMED ON FORM 1	CLAIM NO.

1. ORDER OF RELEASE

From each release the Escrow Agent pays Contractor's share as Contractor directs in its Payment Direction (SkyView first, then Contractor, each against that release's lien waivers and after paying any amounts state trust-fund law requires), and any balance at the end to Owner. That direction never changes Owner's price or funds.

2. MILESTONES AND FINAL RELEASE

The Escrow Agent releases the Contract Price in four 25% milestones under Schedule 1, which is part of these instructions. Owner deposits the deductible with the first claim payment. The final release follows the Final Cap-Out Sheet signed by SkyView and Contractor, or prepared by SkyView alone if Contractor has not signed it within thirty (30) days after Completion of that part (Terms §1); the Escrow Agent holds any amount Contractor disputes in writing within five (5) business days after receiving it. Emergency Work invoices (Form 13) are paid first under Terms §5, from claim funds only (never the deductible or other Owner deposits), thirty (30) days after delivery to Owner unless Owner objects under Terms §5(e), to SkyView for tarping and repairs SkyView arranged (Terms §5(f)), and otherwise to the performing contractor. Contractor's own invoices are divided under Form 8.

3. FEES OWNER MAY OWE

If approved work is cancelled, claim funds are still deposited. SkyView issues Form 6 within fifteen (15) business days after the cancellation or the next deposit, whichever is later; until then the Escrow Agent holds only the maximum possible fee, the Expert Costs (Terms §18) and unpaid Emergency Work, and releases the rest to Owner. If Form 6 is not issued by then, Owner may give SkyView written notice, and the held fee is released to Owner unless SkyView issues Form 6 within ten (10) business days after that notice. Expert Costs, a Cancellation Fee or a SkyView Project Fee are paid to SkyView from Owner's funds only after (i) SkyView gives the Escrow Agent a copy of the Form 6 invoice with proof of delivery to Owner, and (ii) ten (10) business days pass after delivery without Owner's written objection to the Escrow Agent and SkyView, or on Owner's written approval or an arbitration award. The Escrow Agent holds any disputed amount and releases the rest to Owner. For items cancelled under Terms §7(b) or §9 (ACV or depreciation not paid), the cap is figured under Terms §18, the fee never exceeds the claim funds received for those items, and the undisputed fee is paid from funds not needed for work being built.

4. DEPOSIT AUTHORITY

Owner authorizes the Escrow Agent, and only the Escrow Agent, if it accepts, to endorse in Owner's name "for deposit only" into the project escrow account any claim check for the building and the work payable to Owner, and will sign the Escrow Agent's or bank's limited power of attorney form if required. Any mortgage holder or other payee endorses for itself. SkyView may do the same, and sign the Escrow Agent's forms for Owner, under Form 15, and the Escrow Agent will accept and act on SkyView's endorsements, signatures and requests under Form 15 as Owner's own, without further confirmation from Owner, until Owner revokes Form 15 in writing; Contractor may not endorse Owner's checks.

5. ESCROW AGENT PROTECTIONS AND FEES

The Escrow Agent may rely on documents it believes genuine, need not decide disputes, may hold disputed funds or deposit them with a court, and gives all parties statements. Escrow fees come from Contractor's share (or SkyView's, if nothing is built). Only if approved items are cancelled are Expert Costs (Terms §18) and then escrow fees paid from the claim funds for those items first after any unpaid Emergency Work, with that fee. If the claim is denied or Owner cancels under Terms §20, Owner pays none. SkyView and Contractor receive no fee, rebate or referral payment from the Escrow Agent. These instructions last until the project is complete and paid and change only in a writing signed by Owner, Contractor and SkyView. They end if Owner cancels under Terms §20 or the claim is denied (Terms §10); the Escrow Agent then releases all funds to Owner, less only unpaid Emergency Work.

Owner · signature, printed name, title, date

SkyView, for itself and as Contractor's agent · signature, name, date

Accepted: Escrow Agent · signature, name, title, date

ESCROW RELEASE SCHEDULE

Each milestone is 25% of the build-back Contract Price, including approved supplements and change orders. Emergency Work is paid separately, first (Form 13).

#	MILESTONE	RELEASE	WHEN IT IS RELEASED	PROOF GIVEN TO ESCROW
1	**Contract signing (scope confirmed on Form 9)**	**25%**	The approved scope and Contract Price are confirmed on Form 9, and the deductible and first claim payment are deposited.	Signed Form 9 (approved scope and Contract Price); escrow deposit receipt
2	**Delivery of materials**	**25%**	Materials for the approved scope are delivered to the Property.	Delivery tickets and dated photos of materials on site
3	**50% of project completed**	**25%**	Half of the approved scope is installed, as shown in SkyView's progress report.	SkyView progress report with photos; conditional lien waivers for work to date
4	**Project completed**	**25%**	All approved work is complete, the final walkthrough is done and the Final Cap-Out Sheet is signed.	Final invoice, Form 5, final photos, lien waivers; Final Cap-Out Sheet to the Escrow Agent only (Owner receives the Escrow Agent's account statement). Funds above the unpaid Contract Price of every part and any unpaid Emergency Work invoices are released to Owner at Completion of every part, without waiting for the cap-out

- **Contractor's share.** Each release to Contractor is divided between Contractor and SkyView under Contractor's own Payment Direction and Final Cap-Out Sheet; this never changes Owner's price.
- **Fees owed by Owner.** Paid only as stated in Escrow Instructions section 3.
- **Release requests.** Contractor or SkyView sends the request and proof to the Escrow Agent and Owner, stating the objection deadline. Funds are released unless Owner objects in writing within ten (10) business days; undisputed amounts are released. Owner may also approve a release sooner in writing or in the Escrow Agent's online portal, and the Escrow Agent may then release it the same day. Supplements and change orders are spread over the milestones not yet released.

> **RELEASES ARE LIMITED TO FUNDS ON DEPOSIT**
>
> The Escrow Agent releases only what is on deposit, and the rest when more arrives; insurance claims do not always pay enough when a milestone is reached (carriers often hold depreciation until completion). Neither the Escrow Agent nor SkyView advances or guarantees any amount. Contractor need not start or continue a phase until its funds are on deposit, and the schedule extends day for day.

PART OF EVERY PROJECT AGREEMENT

TERMS AND CONDITIONS

HOW THESE TERMS APPLY

These Terms are part of the Project Agreement. The Direction to Pay and Escrow Instructions are instructions Owner gives under it; if they conflict with these Terms, the more specific provision controls. The version signed and the Exhibit A rates in effect on the date Owner signs page 1 apply to this project; later posted versions do not. Owner FAQs that explain this Agreement in plain words are posted at SkyViewRestore.com/faq and attached at the end of the full Agreement; they are not part of the Agreement, and these Terms control if anything differs. Commercial properties only.

1. ROLES AND DEFINITIONS

"Owner" is the property owner who signs page 1. "Property" is the property at the address on page 1, including every building in the scope. "Contractor" is the Approved Contractor SkyView names as contractor of record, licensed and insured as the law requires where the Property is located (its license and registration numbers are available on Contractor's website and from SkyView on request), or any Approved Contractor that replaces it under Section 15, 16 or 34. SkyView names it by written notice (Form 1) after Approval and before Form 9 is signed; Form 1 includes Contractor's certificate of insurance, and Contractor signs it, itself or through SkyView as its authorized agent, to assume this Agreement, including Sections 21 and 30; Owner may object as stated in Section 15, or ask SkyView to offer the role to Owner's own contractor under Section 16. An "Approved Contractor" is a contractor, licensed or registered where the law requires, that has signed SkyView's Contractor Services Agreement and is on SkyView's Approved Contractor list, posted at SkyViewRestore.com/contractors. "SkyView" is SkyView Restoration Group LLC, which signs as Contractor's authorized agent and inspects, documents, writes the scope, and manages the project's paperwork, scheduling and communications. SkyView itself is not a contractor, public adjuster or law firm. **SkyView Roofing LLC.** SkyView's affiliate SkyView Roofing LLC is a separate company and an operating roofing contractor in Texas and Wyoming, where it holds any license or registration the work requires, and is one of SkyView's Approved Contractors. It is not licensed in other states; there, SkyView represents other Approved Contractors licensed where the Property is located. Where SkyView Roofing LLC may lawfully perform the work, it has the first option, at its choice, to be named Contractor, exercised before Form 1 names Contractor; if it does not, SkyView names another Approved Contractor. SkyView Roofing LLC is responsible for the work only on projects where it is Contractor. SkyView uses its own name on every project, whichever company builds it, so Owner always knows who is representing the project and can research SkyView as well as Contractor. Owner's price, and every amount Owner may owe under this Agreement, is the same whichever Approved Contractor builds the project. "Business day" means any day except Saturday, Sunday and federal holidays. "Approval" means the carrier's written approval of all or part of the claim. The "Final Cap-Out Sheet" is the statement SkyView and Contractor (or SkyView alone under its agreement with Contractor) sign at completion dividing Contractor's funds between them; it never changes Owner's price. The "Escrow Agent" is Build Safe Escrow (BuildSafeEscrow.com), or another independent escrow agent SkyView names in writing before any claim money is deposited, licensed or legally exempt where the Property is located. "Completion" is the completion date on the Certificate of Completion (Form 5), or, if Owner does not sign it within ten (10) business days, the date Contractor gave written notice that all approved work was complete. For emergency and mitigation work, Completion is the earlier of the performing contractor's final invoice date or thirty (30) days after its equipment is removed or the certificate of dryness is issued. SkyView is also a party in its own right to every Section that names SkyView, and does not perform, supervise or direct construction. A project may have two parts: emergency and mitigation work, and the build-back; "Contract Price of every part" means the build-back Contract Price plus the performing contractor's unpaid emergency and mitigation invoices.

2. NOT A PUBLIC ADJUSTER OR ATTORNEY

SkyView and Contractor are not public adjusters, insurance adjusters, appraisers, umpires or attorneys, and are not licensed as such. They do not represent Owner on the insurance claim, act on Owner's behalf with the carrier, negotiate, adjust, appraise or settle the claim, interpret the policy, or advise on coverage, claim value or Owner's legal rights. Their communication with the carrier is limited to the construction work: the physical damage they documented, and the scope, methods and price of the repairs. Owner makes every decision about the claim, and no one has promised Owner any claim result. SkyView never cashes or keeps insurance checks and endorses them only "for deposit only" to the Escrow Agent or Contractor under Owner's Limited Power of Attorney (Form 15); once a check is deposited, SkyView does not hold or control the funds (Section 54). Neither pays or receives fees, referral payments or anything else of value to or from any public adjuster. Owner may hire a licensed public adjuster or attorney at any time, or none; Section 51 (Overwatch) asks that SkyView inspect first and manage any new storm claim Owner chooses to pursue, and never limits Owner's right to hire a public adjuster or attorney. On Owner's request SkyView may give Owner the names of licensed public adjusters, but SkyView does not present, deliver or collect any public adjuster contract, and Owner chooses independently.

3. AUTHORIZATION TO INSPECT, TEST AND DOCUMENT

Owner authorizes SkyView, Contractor and the engineers and testing firms they use to enter the Property, including roofs, interiors, attics and ceiling spaces, and to inspect, measure, photograph and fly drones. Owner also authorizes core samples, test cuts, moisture surveys, infrared scans, material and other samples, laboratory testing and engineering review as needed to document the damage and write the scope. Core cuts and test openings are made and sealed watertight the same day by a licensed contractor or testing firm SkyView arranges. Samples, photos and results may be kept and shared with Owner, Owner's carrier, engineers, public adjuster and attorney. Engineering reports and laboratory tests are ordered only after Owner approves by text or email.

4. AUTHORIZATION FOR TEMPORARY REPAIRS AND TARPING

Until Contractor mobilizes to build, Owner authorizes SkyView, as Contractor's agent, to arrange for a licensed contractor on SkyView's Approved Contractor list, under its own contract or as Contractor's subcontractor, to perform leak repairs, temporary repairs, tarping, shrink-wrap, board-up, temporary fencing and temporary power to prevent further damage. The performing contractor contracts for the work and is solely responsible for how it is done, permits, insurance, safety and its warranty; SkyView coordinates and advances payment as a service only and does not perform or direct the work. Owner will report new leaks promptly. SkyView gets Owner's approval by text or email before any single temporary repair or tarping job over $5,000, unless Owner cannot be reached within four (4) hours and delay risks further damage, and gives Owner the invoice, with any photos, within ten (10) business days after the work. Temporary work is protective only and carries no warranty.

5. WHO PAYS FOR TESTING, REPAIRS AND EMERGENCY WORK

Owner never pays Emergency Work from its own funds unless Owner breaks the deal (Section 5(b)). SkyView pays the outside engineers, consultants, testing firms and laboratories it brings in, and Owner never pays them when the approved work is built by an Approved Contractor; if approved items are cancelled, Owner reimburses their cost for those items as Expert Costs under Section 18. Otherwise testing under Section 3 is billed only as part of a Cancellation Fee or SkyView Project Fee. "Emergency Work" means leak repairs, temporary repairs, tarping, shrink-wrap, board-up, temporary fencing and temporary power, emergency mitigation services (water, fire and smoke) and mold remediation performed on the Property under this Agreement or a performing contractor's signed work order.

"Expert Costs" means the invoiced charges of outside engineers, consultants, testing firms and laboratories SkyView engages. (a) **Paid first from claim funds.** All Emergency Work is paid at its full billed amount (the performing contractor's signed work order or invoice price, or, for work SkyView arranges, what SkyView paid plus 15%, or, for repairs under (f), the Exhibit A pricing in (f)) from the first claim funds received, before any other release and before Expert Costs, escrow fees or any fee, including from claim funds for cancelled items, whether or not the carrier approves those items and even if the carrier pays less than the invoiced price for them. (b) **Never from Owner's own funds while Owner keeps the deal.** It is never paid from the deductible, upgrade or depreciation deposits or other Owner money; if the claim is denied, not covered or short, Owner owes nothing more for it. **If Owner breaks the deal.** If, after the period in Section 20, Owner withdraws or abandons the claim, hires another contractor or restoration company, or blocks the claim (Section 18, Before the carrier decides), or cancels approved items, Owner pays directly, from any source, any Emergency Work that claim funds have not paid within fourteen (14) days after invoice. (c) **When Owner builds.** Emergency Work the carrier does not pay reduces only the claim funds available for the build-back; Owner's cost stays as stated on page 1, and Owner owes no part of the resulting build-back shortfall. (d) **When approved work is not built.** If the claim is approved and any approved work is not built with an Approved Contractor, all Emergency Work is paid in full from the claim funds, in addition to any Cancellation Fee under Section 18. (e) **Objections; price accepted.** Owner may object in writing within thirty (30) days after receiving an Emergency Work invoice only that the work was not performed or that the invoice exceeds the quantities or rates in the signed work order (or, for work SkyView arranged, what SkyView paid plus 15%; for repairs under (f), the Exhibit A pricing in (f); otherwise, if there is no work order, prevailing Xactimate pricing for the area) or this Section, or, for work SkyView arranged, that the contractor's price clearly exceeds the usual local price for that work; undisputed amounts are paid. If Owner does not object in writing within that time, Owner accepts the invoiced price as the final price for that work, whatever the carrier later approves for it. (f) **Repairs Owner asks for.** When Owner asks SkyView or Contractor, by phone, text or email, to fix leaks or make other repairs before the build (for example, five roof leaks), that work is Emergency Work under this Section, done by a licensed contractor SkyView arranges (which may be SkyView Roofing LLC where it may lawfully do the work) and priced at the Exhibit A rate for repairs Owner requests (a service call for the trip, leak investigation and assessment, plus repair labor and materials at the performing contractor's invoiced price, plus 15% only when SkyView advances payment to a contractor that is not its affiliate), the same whichever licensed contractor performs it. SkyView includes the completed repairs, with their invoice and any photos, in the estimate it submits to the carrier, and delivers the invoice to Owner at the same time. Tarping and repairs SkyView arranges (including through SkyView Roofing LLC) are paid to SkyView at the full invoiced price unless Owner objects under (e).

6. THE INSURANCE CLAIM

Owner is the policyholder and is responsible for presenting the claim. Owner will give SkyView and Contractor copies of claim documents promptly after receiving them. Contractor may submit its scope, photos, test results and supplements to the carrier and Owner's representatives on construction scope and price only.

7. CONTRACT PRICE

The Contract Price is the insurance-approved scope, including approved supplements, code items and overhead and profit, unless Owner elects to pay a difference under the next paragraph. The Contract Price also includes upgrades and added work, which are made only by a change order Owner signs. After Approval, Owner and Contractor confirm the approved scope and Contract Price on Form 9. SkyView notifies Owner in writing of each approved supplement. Emergency Work (Section 5) and mitigation (Section 52) are billed on the performing contractor's own invoices and are not part of the build-back Contract Price or the Schedule 1 milestones. **If the carrier approves less than our estimate.** If, after Approval and any supplements Contractor submits, the carrier's approved amount for the work is less than Contractor's estimate (including its Xactimate estimate), SkyView, as Contractor's agent, decides in its sole discretion, and in good faith based on what it costs to build the approved scope properly, whether Contractor will build for the approved amount, and tells Owner its reasons in writing. If SkyView accepts it, Contractor rewrites its scope to match the approved scope and builds it for that amount. SkyView is never required to accept it. If SkyView does not, it tells Owner the difference in writing, and within ten (10) business days Owner chooses, in writing, either (a) to pay the difference, which is added to the Contract Price and deposited with the Escrow Agent before materials are ordered, or (b) to cancel the work, which becomes cancelled items under Section 18 with the Cancellation Fee, never more than the claim funds received for those items. The choice is Owner's; SkyView sends a written reminder at least five (5) business days before the deadline, and if Owner still does not choose in time, (b) applies.

8. DEDUCTIBLE

Owner deposits the full deductible with the first claim payment, and in any case before materials are ordered, deposited with the Escrow Agent or, if SkyView has agreed in writing to no escrow under Section 12, paid to Contractor. Nobody pays, waives, rebates or credits any part of it.

9. NON-RECOVERABLE DEPRECIATION

Before materials are ordered, Contractor tells Owner in writing the amount of any non-recoverable depreciation. Owner may proceed and pay it, or decline and pay the Cancellation Fee for that work, never more than the claim funds received for those items. Owner pays nothing beyond the deductible for items the carrier pays at full replacement cost. **Actual cash value (ACV) and withheld depreciation.** If the carrier pays only actual cash value (ACV) under the policy, or will not pay depreciation even after the work is completed, and Owner does not pay or arrange the difference within ten (10) business days after Contractor's written notice, the affected approved items are cancelled items under Section 18. Depreciation the carrier will release after completion is not a reason to cancel; it is paid under Section 13. The Cancellation Fee on those items is capped using their Cap Value under Section 18, even though only ACV has been paid, but never exceeds the claim funds received for those items (allocated by the carrier's line-item ACV). Owner authorizes the Escrow Agent to pay the undisputed Cancellation Fee to SkyView from claim funds it holds that are not needed for work being built, and Owner pays any balance when due under Section 18.

10. NO APPROVAL, NO FEE

If the carrier denies the claim in writing or there is no coverage, this Agreement ends and Owner owes nothing to SkyView or Contractor, except amounts Owner already owed under Sections 5(b) or 18 for withdrawing, switching companies or blocking the claim before the denial. If only part of the claim is approved, the approved work goes forward. An approval under which no payment is due after the deductible is treated as a denial. Emergency Work is paid from any claim funds under Section 5. If a denial is reversed or the claim is reopened and paid within twelve (12) months after the denial, this Agreement is reinstated as to the paid work if SkyView's work product was used for that claim; if Owner has already contracted another contractor for that work, only Section 47 applies. Owner keeps Overwatch under Section 51 either way.

11. ESCROW

All claim payments for the building and the work are deposited with the independent Escrow Agent and released as stated in the Escrow Instructions and Schedule 1. Owner signs the Limited Power of Attorney (Form 15) so SkyView can endorse claim checks "for deposit only" to the Escrow Agent or Contractor, deliver them, and sign the Escrow Agent's forms for Owner. Each Approved Contractor pays SkyView's sales and project management fees out of its own price; this never changes Owner's price. Owner pays no escrow fees when it builds the full approved project; if approved items are cancelled, Expert Costs (Section 18) and then the escrow fees are paid from the claim funds for the cancelled items first after any unpaid Emergency Work (Section 5), with that fee, as the Escrow Instructions state. At Owner's request, SkyView may agree in writing to no escrow, and Section 12 then applies.

12. PROJECTS WITHOUT ESCROW

If SkyView agrees in writing, including by email, that the project will not use an escrow agent, or any claim payment is not deposited with the Escrow Agent for any reason, Owner still owes every amount under this Agreement exactly as if it had been: the Contract Price, deductible, any non-recoverable depreciation and upgrades, Emergency Work under Section 5 (paid first, from claim payments only), any Cancellation Fee and any SkyView Project Fee. Owner may have claim payments for the building and the work issued jointly to Owner and Contractor and will endorse each one to Contractor within five (5) business days, applied to the Contract Price; otherwise Owner holds them in trust and pays Contractor each 25% milestone within five (5) business days after it is reached (or after the claim payment for it is received, if later), and pays any Cancellation Fee or SkyView Project Fee to SkyView as stated in these Terms. Owner's other duties, including notice of payments, cooperation and claim updates, are unchanged.

13. PAYMENTS FOLLOW THE CLAIM

Whether or not escrow is used, the Contract Price is paid in four 25% milestones under Schedule 1, and Owner deposits the deductible with the first claim payment. On completion Contractor provides its final invoice and completion papers, and Owner sends them to the carrier within five (5) business days. If funds on deposit are short of a milestone, the rest is paid when the carrier pays, such as recoverable depreciation after completion. Owner pays the Contract Price only from claim payments for the building and the work, the deductible, and items Owner approves in writing; if the carrier pays less, Owner owes no shortfall, except a difference Owner chooses to pay under Section 7 or under Sections 14, 22 and 25 for Owner's uncured breach.

14. OWNER COOPERATION

Owner will sign papers within five (5) business days after a request, and send or deliver claim checks as Section 45 and the Direction to Pay state. If Owner does not cure a failure to cooperate within ten (10) business days after written notice, amounts the carrier does not pay as a result are owed by Owner directly.

15. CONTRACTOR OF RECORD AND REASSIGNMENT

By written notice to Owner, SkyView may reassign the work to another Approved Contractor at the same price and terms if Contractor does not start on time, loses a required license or insurance, does not cure a default after written notice, or consents. Owner may object in writing within five (5) business days only for reasonable cause, such as the new contractor lacking a required license or insurance or having a documented record of poor work. If Owner objects for reasonable cause, SkyView will propose another Approved Contractor; if Owner has reasonable cause to object to two proposed contractors, Owner may end this Agreement as to the remaining work, owing no Cancellation Fee or SkyView Project Fee and paying only for work performed. The same objection right applies when SkyView first names Contractor on Form 1. An objection without reasonable cause does not end this Agreement, and Section 18 applies to any approved work Owner does not build with an Approved Contractor.

16. CHANGING BUILD CONTRACTORS

After Approval Owner may change contractors. If another Approved Contractor takes over, no fee is owed. **Owner's own contractor.** If Owner wants a contractor of its choosing to build, Owner tells SkyView in writing who it is before that contractor starts. SkyView will in good faith offer that contractor Approved Contractor status (or the role of Contractor's subcontractor) on SkyView's standard terms, if it is licensed and insured as the law requires. If that contractor accepts, it is an Approved Contractor for the project, page 1 applies unchanged, and no Cancellation Fee, work product use fee or SkyView Project Fee is owed for its work. If any other contractor builds approved work, the Cancellation Fee under Section 18 is owed on that work (Owner may direct that contractor to pay it under Section 46). Contractor charges no fee for the change, is paid only for work it performed, and hands over the file within three (3) business days.

17. SKYVIEW PROJECT FEE

The SkyView Project Fee is SkyView's published Exhibit A rates for work actually done, including testing and the related Exhibit A travel charges. It is never calculated as a percentage of any insurance claim or payment, and as a ceiling only it cannot exceed 20% of the replacement cost value, in SkyView's written scope, of the work built using SkyView's work product. When a contractor outside the Approved Contractor list builds work using SkyView's work product, the fee is twenty percent (20%) of that contractor's price for that work, subject to the same ceiling. It applies only under Section 47 or as Owner agrees in writing. It is due within fourteen (14) days after a Form 6 invoice, is paid to SkyView from escrow as stated in Escrow Instructions paragraph 3, and is never added to a Cancellation Fee for the same work.

18. CANCELLATION FEE

Why this fee exists. SkyView's goal is to see Owner's approved work built; when an Approved Contractor builds it, Contractor, not Owner, pays SkyView. Owner may still decide not to build (for example, to sell the Property). Because SkyView does most of its work before any claim money is paid, the Cancellation Fee pays SkyView only for work it actually performed, at its published rates and within the ceiling below; it is never a penalty, profit on unbuilt work or a percentage of the claim. Except as stated in Sections 10, 15, 16, 20 and 34, if the claim is approved, Owner owes a Cancellation Fee on every approved item that is not built by Contractor or another Approved Contractor, whether the whole job or a single line item, due within fourteen (14) days after invoice. **Every approved line item Owner removes from the scope, declines, does not let Contractor build, or has a contractor other than an Approved Contractor build is a cancelled item.**

How it is calculated. The Cancellation Fee is SkyView's published Exhibit A rates for the services actually performed on the project, such as inspection, documentation, specifications, reports, SkyView's own testing (not Expert Costs), meetings, consultant and staff time, file reviews and file administration, plus the Exhibit A travel, lodging and meals per diem charges for trips made to perform those services, shown on the invoice. **Partial builds.** SkyView's pre-approval work is performed for every approved item, so all of it counts toward the Cancellation Fee on the cancelled items, and it is not divided among or credited to the items that are built. Building part of the work, and Contractor's payments to SkyView on built items (which pay for SkyView's sales and project management of that construction), never reduce or waive the fee on cancelled items, and no service is paid for twice. Draw packages and progress reporting on built work are not included. Each invoice shows each service category with its quantity or hours, amount and the cap, with SkyView's dated service, time and travel records (including the mapped route) attached. It is pay for work performed (including the related Exhibit A travel charges) or for the use of SkyView's work product, never a percentage of any insurance claim or payment. **Ceiling.** As a ceiling only, it never exceeds ten percent (10%) of the Cap Value of the cancelled items if the Cancellation Date is within four (4) months after Owner signs page 1, or twenty percent (20%) of it after that. The **Cap Value** is (a) for roof systems, the measured roof area of the cancelled roof systems times the Cap Valuation Rates in Exhibit A; and (b) for all other work, and roof systems Exhibit A does not list, the replacement cost value in SkyView's Xactimate estimate at the current local price list, as revised with supplements. SkyView sends Owner a copy of that estimate and each supplement; Owner may object in writing to its items or pricing within ten (10) business days after receiving it, and otherwise it is accepted as the Cap Value for that work. Contents, business income, extra expense and Emergency Work are excluded. The **Cancellation Date** is the date Owner gives written notice of cancellation or, if earlier, the date of the event that makes an item cancelled. The Cap Valuation Rates are the standard rates SkyView's Approved Contractors have adopted for these roof systems; they set only this ceiling and are not a quote or an estimate of Owner's claim.

Final approved value. If the carrier has made a final decision on the cancelled items by the date of SkyView's invoice, the fee also never exceeds twenty percent (20%) of the carrier's final approved replacement cost value of those items, when that is lower. A **final decision** is the carrier's last written decision after every supplement, reinspection, reconsideration or appraisal requested by Contractor or Owner is finished or its time has passed. An initial, partial, advance or undisputed payment or offer is not a final decision, and neither is a decision Owner accepts, or a dispute Owner drops or settles, while a supplement, reinspection or appraisal for the work is still pending.

Expert Costs on cancelled items. SkyView covers its outside experts when the approved work is built (Section 4). On cancelled items, Owner also owes the Expert Costs for those items, in addition to the Cancellation Fee and outside its ceiling: the experts' invoiced charges, at their cost with no markup, that SkyView paid or owes for work on the cancelled items, and, for an expert's work that covered both cancelled and built items, the share of its charges equal to the cancelled items' share of the total approved RCV. Each expert charge is billed once, as an Expert Cost. Expert Costs are shown on Form 6 with the experts' invoices attached and are paid from the claim funds for the cancelled items first after any unpaid Emergency Work (Section 5), before escrow fees and the Cancellation Fee. They never exceed the carrier's approved amount for the cancelled items or, if the carrier paid only ACV for them, the claim funds received for them, and they are never owed if the claim is denied before Owner cancels or Owner cancels under Section 20.

Work product use fee. If a contractor other than an Approved Contractor builds any cancelled items using SkyView's scope, estimate, specifications or measurements, the Cancellation Fee on those items together is twenty percent (20%) of those contractors' total price for building them (or, if Owner does not provide that price within ten (10) business days after SkyView's written request, SkyView's written estimate of that price at prevailing local construction pricing, which Owner may dispute under Section 35), still subject to the ceiling above. The parties agree that, when this Agreement is signed, SkyView's loss from such use is difficult to measure and this amount is a reasonable estimate of the value of SkyView's work product, not a penalty. If Owner gives SkyView that contractor's signed statement that it built from its own measurements and scope, without SkyView's documents, only the Exhibit A amount applies unless SkyView shows otherwise. It is a fee for use of SkyView's work product, not a percentage of any insurance claim or payment.

Direction to pay on cancellation. If approved items are cancelled, Owner irrevocably directs every person holding claim funds for the Property, including Owner's insurance carrier, public adjuster, attorney, mortgage holder and the Escrow Agent, to pay SkyView directly from those funds the undisputed amounts Owner owes on the cancelled items (unpaid Emergency Work, Expert Costs and the Cancellation Fee), as shown on Form 6, once the objection period for that invoice ends (Sections 5(e) and 35). SkyView may give a copy of this Agreement and the invoice to any of them as Owner's instruction, Owner will sign any further direction they require within five (5) business days after request, and Owner will not direct them to release those amounts to anyone else while they remain owed. If any of them will not pay SkyView directly, Owner directs it to hold those amounts as disputed funds, not released to Owner, until Owner and SkyView sign a payment agreement, which Owner signs within five (5) business days after request; Owner then pays SkyView as soon as Owner receives the funds. This is a direction to pay, not an assignment of insurance benefits or of the claim, and it covers only those amounts.

Who is paid and how. The Cancellation Fee is owed to Contractor (or, if no Contractor has yet been named, to SkyView directly), which has assigned it to SkyView. It is paid to SkyView from claim funds in escrow under the Escrow Instructions after a Form 6 invoice and the Section 35 objection period; any balance not covered is paid by Owner to SkyView directly. Owner will not assert against SkyView, as assignee, any claim or defense Owner has against Contractor, except defenses the law does not allow Owner to waive. It is never added to a SkyView Project Fee for the same work, a lower state limit applies where one exists, and once it, any Expert Costs and any Emergency Work are paid, Owner owes nothing further for the cancelled work.

Before the carrier decides. After the period in Section 20 and before the carrier's written decision, if Owner withdraws or abandons the claim (not filing a claim, or a carrier's delay, is not a withdrawal), hires another contractor or restoration company, or refuses access or claim documents and does not fix it within ten (10) business days after notice, Owner owes a Cancellation Fee at SkyView's rates for services performed to that date, never more than the ceiling above, figured on the Cap Value of the work in SkyView's scope, plus the Expert Costs SkyView paid or owes to that date, at cost and outside that ceiling and the approved-amount limit. Hiring a public adjuster or attorney is not a withdrawal, and nothing is owed under this paragraph for a contractor default (Section 34) or if the carrier denied the claim before Owner's action. If the claim is later approved and not built by an Approved Contractor, the fee on the approved items replaces this amount, less what was paid under this paragraph.

19. EMERGENCY SERVICES

Emergency Work is paid under Section 5, and mitigation work orders are governed by Section 52. Changing contractors or cancelling never reduces payment for Emergency Work already done. Emergency Work, including repairs under Section 5(f), is never part of the Cancellation Fee or its cap; it is paid in addition to it.

20. RIGHT TO CANCEL

Owner may cancel this Agreement at no cost within ten (10) business days after signing, or any longer period required by state law, using the Notice of Cancellation or any other written notice. Any payments are refunded within ten (10) business days. Cancelling also ends Section 51 (Overwatch) at no charge. Cancelling does not affect payment, from claim funds only under Section 5, for Emergency Work performed before cancelling at Owner's request or as authorized under Section 4.

21. WARRANTY

Contractor's workmanship warranty is stated in Contractor's build contract or warranty certificate for the project, given to Owner with Form 1 or before work starts, and is never less than two (2) years after completion. Manufacturer warranties pass through to Owner. The warranty does not cover temporary work, damage from later storms beyond the system's rating, abuse, or work by others.

22. LATE PAYMENT AND ATTORNEY FEES

Amounts not paid when due bear interest at 1.5% per month or the highest lawful rate, whichever is lower, and a one-time late charge of five percent (5%) of the unpaid amount (or the highest lawful amount, if lower), which the parties agree is a reasonable estimate of the cost of handling and collecting a late payment. No amount is due before Owner's objection period for that invoice ends, and no amount is late while the Escrow Agent holds it awaiting release under the Escrow Instructions. Owner also pays all of SkyView's costs of collecting any amount Owner owes, including collection agency fees (a percentage of the amount collected where the law allows), court, arbitration and attorney fees, on top of any fee and never limited by any cap. The prevailing party in any dispute recovers reasonable attorney fees and costs.

23. DISPUTE RESOLUTION

Disputes go first to good-faith discussion and mediation, and then to binding arbitration under the American Arbitration Association Construction Industry Rules in the county where the Property is located. Hearings may be held by video. Any party may seek lien or provisional relief in court while arbitration is pending. This arbitration agreement is governed by the Federal Arbitration Act. Any party may instead bring a claim within the small-claims limit in court, and SkyView may bring a claim in court to collect any invoice Owner did not dispute in writing under Section 35. EACH PARTY WAIVES TRIAL BY JURY.

24. GOVERNING LAW

This Agreement is governed by the law of the state where the Property is located.

25. OWNER BREACH TREATED AS CANCELLATION

After approval, if the work cannot go forward because Owner refuses access, withholds claim documents, or fails to sign, endorse or deposit funds on time, Contractor or SkyView may give written notice. If Owner does not fix the problem within ten (10) business days, the Cancellation Fee is owed as if Owner had cancelled the affected work.

26. COMMENCEMENT OF WORK

"Commencement of Work" means the earliest of: Contractor bringing labor or equipment to the Property or delivering materials; any physical work under the approved scope; or Contractor incurring a non-refundable cost Owner approved in writing. Testing, temporary repairs and tarping under Sections 3 and 4 are not Commencement of Work.

27. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Owner, SkyView and Contractor each waive claims against the others for special, indirect, incidental, consequential or punitive damages, including lost rents, lost profits, business interruption or loss of use, however the claim is made. This does not limit Contractor's warranty, any party's duty to pay amounts owed under this Agreement, indemnity for third-party claims under Sections 29 and 30, or any liability that cannot be limited by law.

28. LIMIT OF SKYVIEW'S LIABILITY

SkyView does not perform construction. SkyView's total liability for all claims arising out of this Agreement or the project is limited to the greater of the fees SkyView actually received for the project or the amount paid under SkyView's liability insurance for the claim, except for SkyView's own gross negligence or willful misconduct. Contractor's liability for its work is not limited by this Section.

29. OWNER INDEMNITY

Owner will defend, indemnify and hold harmless SkyView, Contractor and their owners, employees, agents and subcontractors from third-party losses, claims and expenses, including reasonable attorney fees, to the extent caused by conditions at the Property that existed before the work, work by anyone other than SkyView, Contractor, their subcontractors or contractors SkyView arranged, unauthorized access by others, Owner's breach or violation of law, or the negligence or misconduct of Owner or its tenants, employees or contractors, and not to the extent caused by the negligence or misconduct of SkyView, Contractor or their subcontractors.

30. CONTRACTOR AND SKYVIEW INDEMNITY

Contractor will defend, indemnify and hold harmless Owner from losses, claims and expenses, including reasonable attorney fees, to the extent caused by the negligence or misconduct of Contractor or its employees or subcontractors, or by unpaid subcontractor or supplier claims for Contractor's work. SkyView will do the same to the extent caused by its own negligence or misconduct in arranging testing, temporary repairs or tarping.

31. RELEASE FOR PRE-EXISTING AND HIDDEN CONDITIONS

Owner releases SkyView and Contractor from claims arising out of conditions that existed before the work and are not in the approved scope, including structural defects, concealed rot, prior water intrusion and existing mold, asbestos or other hazardous materials. This does not apply to mitigation or remediation work that is itself the contracted scope, or to loss to the extent SkyView's or Contractor's negligence disturbs, spreads or worsens the condition.

32. UNFORESEEN CONDITIONS AND HAZARDOUS MATERIALS

If concealed conditions are found (such as rotted decking, structural problems, code items or hazardous materials), Contractor documents them, notifies Owner and submits them as a supplement where they relate to the covered loss, or prices them by a change order Owner signs before that work is done, at Contractor's stated price. Affected work may pause until approved, with the schedule extended day for day. Hazardous materials are handled only by licensed firms.

33. RIGHT TO CURE

Before claiming a default, Owner must give written notice describing the problem. SkyView or Contractor then has ten (10) business days to fix it, or longer if the fix is started within that time and pursued diligently. This does not apply to emergencies threatening the Property or people.

34. OWNER'S RIGHT TO END FOR CONTRACTOR DEFAULT

If Commencement of Work does not occur within one hundred eighty (180) days after Approval (or the start date Owner and Contractor agreed in writing; the period does not run while the first claim payment, the deductible, Form 9 or a Section 7 choice is pending or while milestone funds are not on deposit), or Contractor does not cure a default after notice under Section 33, Owner may end this Agreement as to the remaining work or ask SkyView to assign another Approved Contractor at the same price. No Cancellation Fee or SkyView Project Fee is owed in that case, and Owner pays only for work performed. Contractor, and SkyView as to its share of the excess, refund to escrow within ten (10) business days any amount released that exceeds the value of work performed and materials delivered to the Property.

35. INVOICE OBJECTIONS

Except Emergency Work invoices (thirty (30) days under Section 5(e)), Owner may object in writing to an invoice, draw or escrow release request within ten (10) business days after receiving it, stating what is disputed and why. Amounts not objected to are accepted; undisputed amounts are paid or released while disputes are resolved.

36. SUSPENSION FOR NONPAYMENT

If an undisputed amount is not paid or released when due, including when claim funds are not deposited on time, Contractor may slow or suspend the work after five (5) business days' written notice. Schedules extend day for day plus time to remobilize.

37. PAYMENTS ONLY THROUGH ESCROW OR CONTRACTOR

All payments for the work, including the deductible, upgrades and non-recoverable depreciation, go through the Escrow Agent, or to Contractor under Section 12 if there is no escrow. Owner will not pay any subcontractor, supplier or worker directly, and a direct payment does not reduce what is owed unless Contractor agrees in writing, except as state lien law requires. Where state law requires retainage or withholding after a lien notice (such as Texas Property Code Chapter 53), the Escrow Agent holds the required amount and pays it out as that law allows.

38. RELEASE OF CLAIM INFORMATION

Owner gives the claim information authorization in the Direction to Pay. If the Property is mortgaged, Owner will sign the Mortgage Holder Authorization (Form 12) and the lender's loss-draft forms, and will request each disbursement as the work reaches the Schedule 1 milestones.

39. OWNER SITE RESPONSIBILITIES

Owner will provide safe access to the Property, roof and work areas; water and electricity; staging and parking; and notice of any lease, association, historic or permit restrictions. Owner will notify tenants of the schedule, protect or move contents and vehicles near work areas and keep people out of marked work zones. Contractor cleans up daily.

40. PHOTOS, VIDEOS AND PROJECT RECORDS

SkyView and Contractor may photograph and video the Property, including by drone where allowed. Owner gives SkyView and Contractor access to, and permission to use for the project, all photos, videos, drone footage, measurements, reports and documents about the Property and the claim, whether taken or prepared by SkyView, Contractor, Owner, Owner's carrier, engineers, public adjuster or attorney, and will provide copies of those in Owner's possession on request. SkyView may keep them in its systems and use them for documentation, insurance and engineering review, scheduling, training and quality control, and may share them with Contractor, the Escrow Agent and the engineers and testing firms on the project. SkyView's own photos and reports are its work product under Section 47. Marketing use never shows Owner's name or street address without written consent, and Owner may opt out of marketing use by written notice.

41. FORCE MAJEURE

No party is responsible for delay caused by events beyond its reasonable control, such as severe weather, disasters, material or labor shortages, pandemics, utility outages or government action. Deadlines extend for the event plus time to remobilize, but the 180-day period in Section 34 extends by no more than ninety (90) days in total. This does not excuse payment.

42. ELECTRONIC SIGNATURES, COMMUNICATIONS AND NOTICES

Owner agrees that SkyView, Contractor and their service providers may contact Owner and Owner's representatives about the project, inspections, scheduling, the claim's status and payments by phone, email and text message, including automated and prerecorded calls and texts sent by automated systems, at the phone numbers and email addresses on page 1 or later given. Message and data rates may apply. Owner also agrees that SkyView may send storm alerts and inspection reminders about the Property while this project is open, and Overwatch notices while Owner has Overwatch, the same way. These messages, including the Overwatch renewal notice under Section 51(f), are informational; promotional offers are not sent by automated text without Owner's separate written consent. Message frequency varies; reply HELP for help. Owner may decline storm-alert and Overwatch texts at signing, and may stop any texts at any time by telling SkyView or replying STOP; this does not stop required notices or affect this Agreement. This Agreement, notices and change orders may be signed and delivered electronically under the ESIGN Act and state UETA laws. Each signature is applied by the person signing. Notices are effective when emailed, mailed or hand delivered: to Owner at the email and property address on page 1 or any mailing address Owner gives in writing; to Contractor at its email on Form 1; and to SkyView at Info@SkyViewRestore.com and the mailing address posted at SkyViewRestore.com/terms.

43. CHANGES, SEVERABILITY AND ENTIRE AGREEMENT

Changes must be in writing signed by Owner and by Contractor, or by an owner or manager of SkyView as Contractor's agent. Any change to a Section that names SkyView, the Escrow Instructions or any amount owed to SkyView also requires SkyView's signature for itself. An unenforceable term is limited only as needed and the rest stays in effect. Failure to enforce a term is not a waiver. This Agreement may be signed in counterparts. The Project Agreement, Direction to Pay, Escrow Instructions, Schedule 1, Form 1, Form 9, signed change orders and Form 2 elections, Form 12 (if signed), Form 15, these Terms, Exhibit A, the Overwatch Terms (for Overwatch only), the Notices of Cancellation and their exhibits, including any state-required notices attached to them (Exhibit C, if any), are the entire agreement.

44. AUTHORITY TO SIGN

The person signing for Owner represents that Owner owns the Property or is authorized by its owner, that the signer has full authority to bind Owner, and that Owner has disclosed every mortgage holder, landlord, tenant or other insured with an interest in the claim payments. Owner will give SkyView written proof of authority on request. Owner represents that the Property is used for commercial purposes and is not a one-to-four-family dwelling or any signer's personal residence. Owner has not signed any other contract, assignment of benefits, direction to pay or public adjuster agreement that gives anyone else the right to perform the approved work or receive its claim payments, except as disclosed to SkyView in writing before signing.

45. CLAIM FUNDS HELD IN TRUST

Any payment for the building or the work that Owner, or Owner's public adjuster or attorney, receives is held in trust, is not used for any other purpose, and is sent to the Escrow Agent immediately (no later than two (2) business days after receipt, or as the Direction to Pay states for a public adjuster, attorney or mortgage holder), or paid to Contractor under Section 12 if there is no escrow. Owner will give the Direction to Pay to any new or successor public adjuster or attorney. If a public adjuster or attorney does not follow it, Owner remains responsible for every amount owed under this Agreement. Revoking any authorization does not affect fees already earned.

Claim funds and personal responsibility. The person signing for Owner personally agrees that any claim payment for the building and the work that he or she receives, controls or directs will be deposited with the Escrow Agent (or paid under Section 12 if there is no escrow) as this Agreement requires. If any such payment is used for another purpose, the signer is personally responsible, together with Owner, for the amounts owed under this Agreement, up to the amount of the diverted payment. This is not a guarantee of any other obligation.

46. DIRECTION TO A REPLACEMENT CONTRACTOR

If a contractor outside the Approved Contractor list builds approved work, Owner may direct that contractor to pay the Cancellation Fee on that work to SkyView from its contract proceeds. Owner remains responsible for the Cancellation Fee whether or not that contractor pays it.

47. SKYVIEW WORK PRODUCT

SkyView's reports, scopes, estimates, specifications, measurements, photos and test results belong to SkyView. Owner may use them for this claim and for work built by an Approved Contractor; any other construction use is subject to Sections 17 and 18. After Approval, if a contractor outside the Approved Contractor list uses them to build any work in SkyView's written scope on which no Cancellation Fee is owed (for example, items the carrier did not approve or work beyond the approved scope), the SkyView Project Fee under Section 17 is owed on that work. Sharing them only for a bid is not a use if the work is built by an Approved Contractor.

48. SALE OR TRANSFER OF THE PROPERTY

This Agreement binds Owner's successors and assigns. If Owner sells or transfers the Property or the right to the claim payments before the work is complete and paid, Owner will notify SkyView in writing beforehand, and any amount owed under this Agreement is paid at closing.

49. NO GUARANTEE; PROFESSIONAL OPINIONS

No one guarantees approval, the amount paid or a full replacement; the carrier decides what it pays. Condition findings are professional opinions based on inspection, testing and available information, not warranties. SkyView and Contractor are not responsible for hidden conditions that could not reasonably be found, or for conditions that testing they recommended, and Owner declined, would have revealed.

50. NO UNAUTHORIZED PROMISES; FEE DISCLOSURE

No sales representative may change this Agreement or promise any claim result; changes are valid only in a writing signed as stated in Section 43. Owner may ask at any time what SkyView is paid on the project, and SkyView will state the dollar amount in writing.

51. SKYVIEW OVERWATCH (FEE WAIVED FOR EXCLUSIVITY)

(a) **What it is.** Overwatch is SkyView's storm monitoring service for the Property: storm alerts, post-storm check-ins and inspections, also governed by the Overwatch Terms at RoofOverwatch.com/terms in effect on the date Owner signs page 1. If they conflict, this Agreement controls, including Section 23.

(b) **Fee waived for exclusivity.** SkyView waives the published Overwatch fee for two (2) years from the date Owner signs page 1, and for any renewal term under (f), in exchange for Owner's exclusivity: during the term, if Owner chooses to pursue an insurance claim for damage to the Property from a storm that occurs after the date Owner signs page 1 (never the claim this Agreement covers), (i) Owner first lets SkyView inspect and document the Property, at no charge, before any other contractor inspects it, and (ii) SkyView, with an Approved Contractor, is Owner's exclusive storm inspection, documentation and project management company for that claim. SkyView inspects within five (5) business days after Owner's request (two (2) if there is an active leak), or this inspect-first requirement does not apply to that storm.

(c) **Owner decides.** Owner alone decides whether to file any claim. Nothing here requires Owner to file one, and Overwatch is not a payment, rebate or inducement to file or pursue a claim. Owner may hire a public adjuster or attorney, and nothing here delays notice to the carrier, the carrier's inspections or emergency repairs.

(d) **New storm, new page 1.** For a claim on a new storm, Owner and SkyView sign a new page 1, with its own ten (10) business day cancellation right, and these Terms apply to that claim. If Owner cancels within that period, Owner owes nothing for that storm.

(e) **If Owner uses someone else.** If, during the term, Owner pursues a claim for such a new storm through another contractor without first giving SkyView the inspection in (b)(i), or uses SkyView's post-storm inspection or documentation without signing a new page 1, Owner owes (1) the waived Overwatch fee at the published yearly rate, prorated by month from the date Owner signs page 1 through the month of that storm, less any waived fee Owner already paid under this Section for an earlier storm, and (2) Exhibit A rates for post-storm work SkyView performed, together capped at 20% of the approved RCV of that claim and not owed if that claim is denied or no claim payment is made. SkyView invoices them with its records, subject to Section 35. If SkyView inspects first and Owner does not sign or use SkyView's documentation, nothing is owed. These are the only amounts owed for a breach of (b). Once Owner signs a new page 1, Sections 17 and 18 govern instead.

(f) **Term.** Overwatch and the exclusivity renew for successive two-year terms, at no charge, unless Owner opts out. SkyView sends Owner a renewal notice 30 to 60 days before each renewal date, by email and, unless Owner has stopped texts, by text, stating the date, that the exclusivity renews, and a one-click way to opt out, and Owner may also opt out by email, phone or written notice; if SkyView does not email that notice, that renewal does not occur. Each two-year period is a "term"; nothing ever converts to a paid plan or charges automatically. Owner may end Overwatch at any time, online, by email, by phone or by written notice; (e) still applies to claims made within twelve (12) months after a storm that occurred before the notice. If SkyView ends Overwatch, the exclusivity ends. Replying STOP to texts stops texts only.

(g) **Transfer.** SkyView may assign Overwatch, this Agreement and its rights to fees, and transfer Owner's contact and project records, to an affiliate or to a successor in a merger or sale of SkyView or of its Overwatch business; the successor will honor these Terms, and Owner's consents to calls and texts extend only to a successor that acquires SkyView or its Overwatch business, not to an affiliate unless Owner agrees.

(h) **Cancellation.** If Owner cancels this Agreement under Section 20, Overwatch and this Section 51 end on the cancellation date and Owner owes nothing under them, unless Owner later signs up separately in writing. Overwatch does not change the Contract Price or any fee for the current project. Overwatch is not claim handling, and SkyView is not a public adjuster.

52. FIRE, SMOKE AND WATER PROJECTS

For fire, smoke and water losses: (a) **Mitigation work orders.** Mitigation and emergency work is performed by an Approved Contractor unless SkyView agrees in writing. Mitigation, emergency and contents contractors will require Owner to sign their own work orders, which govern how that work is performed. Those forms may not assign insurance benefits or route claim payments for the building around the Escrow Agent; if they conflict with this Agreement on payment, fees or escrow, this Agreement controls. (b) **Contents.** Pack-out, contents cleaning, storage and contents restoration are ordered under the performing contractor's separate contents work order and paid by Owner directly under that separate work order, outside escrow and outside this Agreement and page 1 (usually from its contents insurance payments). Contents, business income and extra expense payments stay with Owner and are never used to calculate a Cancellation Fee or SkyView Project Fee.

(c) **Testing and licensing.** Before any demolition, the performing contractor arranges the asbestos and lead testing the law requires. Mold assessment and mold remediation are done by separately licensed firms where state law requires. Fire debris and hazardous materials are handled by licensed firms under Section 32. (d) **Drying records.** Moisture maps, drying logs, readings and photos are project records under Section 40. (e) **Fees.** Emergency Work is paid under Section 5, and Section 18 applies to approved building and rebuild items not built with an Approved Contractor.

53. SURVIVAL

The sections on payment, authority, funds held in trust, work product, the Cancellation Fee, the SkyView Project Fee, escrow, indemnity, release, limits of liability, warranty, dispute resolution and attorney fees, and Sections 54 through 60, survive the end, cancellation or completion of this Agreement, and Overwatch (Section 51) survives only as stated in it.

54. ESCROW AGENT, BANKS AND OTHER THIRD PARTIES

SkyView never deposits, keeps or controls claim funds; it handles a check only to endorse it for deposit and deliver it to the Escrow Agent or Contractor. SkyView is not responsible for the acts, omissions, delays, errors, fees, insolvency or failure of the Escrow Agent, Contractor's use of funds deposited with it, any bank, the carrier, the mortgage holder, or Owner's public adjuster or attorney, or for delays in claim payments or releases they cause. **Wire safety.** SkyView never gives or changes payment or wire instructions by email or text alone. Before any money is wired, Owner confirms the instructions by phone with the Escrow Agent at a number Owner looks up independently. SkyView is not liable for money sent on instructions SkyView did not give.

55. ACTS UNDER THE LIMITED POWER OF ATTORNEY

Owner ratifies and confirms everything SkyView does in good faith under Form 15 and these Terms. SkyView is not liable to Owner for any act or omission under Form 15 except its own gross negligence, willful misconduct or an act outside Form 15's limits. Owner will defend, indemnify and hold harmless SkyView and its owners and employees from third-party claims arising from SkyView's good-faith acts under Form 15.

56. ACCURATE INFORMATION; NO MISREPRESENTATION

Owner represents that the information Owner gives SkyView, Contractor and the carrier is true and complete, including ownership, mortgage holders, prior claims, prior damage and repairs, and the date of loss. Owner will not ask SkyView or Contractor to misstate, exaggerate, create or conceal any damage, cause, date or cost, or to submit anything false to the carrier, and SkyView and Contractor will not do so. If Owner gives materially false information or makes such a request, SkyView may stop work and end this Agreement by written notice. That is Owner's breach under Section 25 or, before the carrier's written decision, Owner's withdrawal of the claim under Section 18.

57. TIME LIMIT FOR CLAIMS AGAINST SKYVIEW

Any claim or proceeding against SkyView arising out of this Agreement or the project must be started within two (2) years after the claim accrues, or any longer minimum period the law requires where the Property is located. After that it is barred. This Section applies equally to claims by SkyView, and does not apply in Oklahoma or where the law does not allow it.

58. SECURITY FOR SKYVIEW'S FEES

To secure payment of any Cancellation Fee, SkyView Project Fee or other amount Owner owes SkyView under this Agreement, Owner grants SkyView, to the extent the law allows, a contractual lien on the Property and a security interest in Owner's rights to the claim funds held by the Escrow Agent, and authorizes SkyView to file a UCC financing statement for it only under the same conditions as recording the lien. While Owner pays as agreed, SkyView records and files nothing. If an amount is not paid within thirty (30) days after it is due and Owner has not disputed it in good faith under Section 35, SkyView may, after ten (10) days' written notice to Owner, record a notice of this lien in the county where the Property is located, and Owner will sign any document needed to record it. SkyView releases the lien within ten (10) business days after the amount is paid. This is in addition to any lien rights Contractor has by law, and does not create lien rights the law does not allow.

59. SKYVIEW'S SERVICE STANDARDS

SkyView's standards for every project are to: (a) **Document thoroughly.** Document the damage in the way SkyView judges useful, such as photos, drone images or test results, and make its damage report and repair scope available to Owner on request.

(b) **Keep Owner informed.** Reply promptly to Owner's calls, texts and emails, and keep Owner updated while the claim or project is open by email, text, a shared online folder (such as Google Drive) or an online project portal, as SkyView chooses.
(c) **Be open about fees.** Keep dated records of every service, time entry and trip. SkyView may complete or correct them later, including after Owner cancels, from evidence made at the time (photos, reports, emails, texts, call and calendar logs, mileage or GPS logs, receipts). SkyView may send or post Service Completed Notices and a Record of Services Completed (Form 14), and gives Owner the current Record and billing total within five (5) business days after a written request. Every fee invoice is backed by these records.
(d) **Keep Owner's records available.** Keep the project file at least three (3) years and, on Owner's written request during that time, give Owner copies of its photos, reports, estimates and documents by email, a shared online folder or a portal.
(e) **Leave the claim decisions to Owner.** Never settle, sign or agree to anything with the carrier for Owner, and never cash or keep Owner's checks.
(f) **Use verified contractors.** Verify each Approved Contractor's license and insurance, and screen it through the Escrow Agent's contractor background check or a comparable one, before naming it, and require lien waivers with payments for the work.
(g) **Answer concerns at the top.** Have SkyView's owner give a written answer to any written concern sent to Info@SkyViewRestore.com within five (5) business days.
(h) **Follow through on warranty.** Coordinate warranty calls with Contractor for the full warranty period.
(i) **Standards, not conditions.** These are service standards, not conditions of payment. Sending or posting any update, notice, Record of Services Completed or copy is at SkyView's option, except that SkyView provides what (c) and (d) describe when Owner asks in writing. Not sending or posting one never waives, reduces, delays or conditions any Cancellation Fee, SkyView Project Fee, Expert Costs, Emergency Work or other amount owed, and is not a breach that excuses Owner's performance; Owner's remedy is to ask in writing. A late, missing or incomplete record, notice or invoice never waives or reduces any amount owed for services performed. Owner's right to object to any invoice under Section 35 is unchanged.

60. COPIES AND COMPLETING MISSING INFORMATION

(a) **Copies.** Owner had the chance to review and download this Agreement, including these Terms, Exhibit A, the Overwatch Terms and the Notices of Cancellation, before and when signing, and the current and past versions are posted at SkyViewRestore.com/terms. SkyView is not required to email or deliver a copy, and gives Owner a copy within five (5) business days after Owner asks in writing; not sending one never affects this Agreement or any amount owed.

(b) **Completing missing information.** Owner authorizes SkyView to fill in or correct blank or incomplete facts in this Agreement and its forms, such as addresses, Owner's legal name, carrier, policy and claim numbers, date of loss, contacts, mortgage holder and loan details, the escrow file number and the Contractor's name on Form 1, from Owner, the carrier, the mortgage holder, the Escrow Agent, claim documents or public records. SkyView may not change any price, rate, fee, cap, deadline, signature or other term this way. On request SkyView tells Owner what it filled in; Owner may correct it by written notice.

EXHIBIT A · PUBLISHED RATES

Rates in effect on the date Owner signs page 1 apply (Version Nov 1, 2026). They set the Cancellation Fee (Terms §18) and SkyView Project Fee (§§17, 47) and bill tarping and repairs (§5). **Who does the work.** SkyView's inspections are not quick roof checks. They are led by SkyView's principal consultant, with 25+ years in storm, fire and water restoration, or by SkyView team members he directs, and the rates reflect that senior-level work. **Large-building discount.** Per-square-foot rates are billed in full on the first 20,000 sq ft of each building, less 10% on the area from 20,001 to 50,000 sq ft, and less 20% on the area above 50,000 sq ft, applied separately to each per-square-foot service using the area that service is billed on; minimums are not reduced. Hourly time is billed only for work actually done, except that each weekly file review is billed at a fixed 0.25 hour and travel time at the mapped driving time, as stated in those rows; no rate is a percentage of an insurance claim or payment.

SERVICE	RATE
STORM ASSESSMENT SITE VISIT On-site senior review, initial damage findings and photo summary	$750 per building
FORENSIC ROOF INSPECTION AND DAMAGE DOCUMENTATION Slope-by-slope documentation, test squares, functional and collateral damage testing, measured photo log keyed to a roof plan	$0.59 per sq ft, minimum $2,500 per building
INTERIOR INSPECTION AND DOCUMENTATION Room-by-room photos, moisture readings and damage mapping	$0.15 per sq ft of interior area, minimum $500
SPECIFICATION AND BID PACKAGE Line-item construction scope, measurements, quantities, code and manufacturer items, bid-ready specifications	$0.65 per sq ft of specified area
PROGRESS REPORTING AND CLOSEOUT DOCUMENTATION Optional; dated phase reports, change records and final closeout file	$0.55 per sq ft of area built
CODE AND MANUFACTURER REQUIREMENTS RESEARCH AND REPORT Local code, installation and warranty requirements tied to the scope	$500 per building
WEATHER AND STORM HISTORY REPORT Verified hail and wind data for the date of loss	$250 per property
DOCUMENTATION PACKAGE Indexed photo log, test results, measurements and findings supporting the construction scope	$750 per building
CONTRACTOR'S REVISED REPAIR ESTIMATE Added documentation and revised construction scope after the first submission	$450 per revision
LEAK INVESTIGATION OR WATER TEST	$750 per visit
REPAIRS OWNER REQUESTS Terms §5(f); Emergency Work, paid from claim funds only	$250 per trip service call (travel, leak investigation and assessment), plus repair labor and materials at the performing contractor's invoiced price (+ 15% only when SkyView advances payment to a contractor that is not its affiliate)

SERVICE	RATE
ADDITIONAL SITE VISIT OR REINSPECTION Including carrier or engineer reinspections and re-adjustments	$550 per hour on site, 2-hour minimum
SITE MEETINGS ON CONSTRUCTION SCOPE With owner, engineer or carrier representative	$550 per hour, 2-hour minimum
SENIOR CONSULTANT SERVICES File and scope analysis, documentation review, field-test interpretation and correspondence performed by SkyView's principal consultant	$550 per hour, billed in 0.25-hour increments
WEEKLY FILE REVIEW A review of the file by the principal consultant and SkyView's team, as SkyView schedules; billed only for reviews held and noted in the file, no more than one per week, and never also billed as senior consultant time	0.25 hour per review at the senior consultant rate ($137.50); reviews after the cancellation date are not billed; ends on denial or cancellation of all approved work
SUPPORT STAFF SERVICES Routine scheduling and coordination performed by SkyView staff	$195 per hour, billed in 0.25-hour increments
PROJECT FILE ADMINISTRATION AND ONLINE PROJECT PORTAL CRM, updates, document control and Owner access to project records, as SkyView provides	$350 per project for each calendar month in which SkyView performs documented file work, ending on cancellation or denial; support staff time for the updates and document control this covers is not billed separately
DRAW AND ESCROW RELEASE PACKAGE Milestone photos, completion documentation and Form 4 release request prepared for the Escrow Agent or lender	$250 per release
EMERGENCY OR AFTER-HOURS RESPONSE	$750 per call-out (billed only within a Cancellation Fee or SkyView Project Fee, not as Emergency Work; repairs Owner requests use the service call rate above)
CORE CUTS Made and sealed by a licensed firm SkyView arranges	$500 per core
OTHER SAMPLES AND LAB TESTING	At cost, no markup; billed only as Expert Costs on cancelled items, outside the cap (Terms §18)
ROOF MOISTURE SURVEY Readings, images or moisture map of the areas SkyView selects	$0.26 per sq ft
INFRARED SCAN Thermal imaging of the areas SkyView selects, with findings	$0.10 per sq ft, minimum $1,500

SERVICE	RATE
DRONE / AERIAL MEASUREMENT REPORT	$350 per building
ENGINEERING REPORT Structural, fire or water	At cost, no markup; billed only as Expert Costs on cancelled items, outside the cap (Terms §18)
FIRE AND SMOKE DAMAGE ASSESSMENT AND DOCUMENTATION Smoke migration, char depth, odor and residue testing	$0.25 per sq ft of affected area, minimum $1,500
WATER DAMAGE ASSESSMENT AND MOISTURE MAPPING Category and class documentation, readings and moisture maps	$0.20 per sq ft of affected area, minimum $750
INTERIOR REBUILD SCOPE AND SPECIFICATION Fire, smoke, water	$0.45 per sq ft of affected area, minimum $1,500
INDEPENDENT DRYING VERIFICATION VISIT Readings, logs, photos	$350 per visit

SERVICE	RATE
HVAC AND DUCT SMOKE INSPECTION DOCUMENTATION	$350 per system
ASBESTOS, LEAD, MOLD OR AIR-QUALITY TESTING	At cost, no markup; billed only as Expert Costs on cancelled items, outside the cap (Terms §18)
CONTENTS WORK-ORDER COORDINATION	$500 per project
TRAVEL TO A PROPERTY MORE THAN 100 DRIVING MILES FROM ARDMORE, OKLAHOMA	$1.00 per round-trip mile plus travel time at $150 per hour, both measured from Ardmore, Oklahoma to the Property and back (all miles and the mapped driving time) for each trip, plus a flat lodging rate of $150 per night away (a published rate, not a reimbursement; no receipts required). Billed only for a trip SkyView's principal consultant or staff actually makes to perform an Exhibit A service on the same project, measured from Ardmore, Oklahoma, or from where the trip starts if that is closer. Miles and time follow the mapped driving route even if SkyView flies; no airfare or other travel cost is billed. If one trip serves more than one SkyView property, these travel charges are divided equally among them.
MEALS PER DIEM ON OVERNIGHT TRIPS Each day away, including travel days	$75 per day (a published flat rate, not a reimbursement)
TARPING, BOARD-UP, TEMPORARY FENCING AND POWER, TEMPORARY AND LEAK REPAIRS	Amount SkyView pays the licensed contractor + 15% coordination and advance fee
WORK PRODUCT USE FEE A contractor outside the Approved Contractor list builds from SkyView's scope, estimate or specifications	20% of that contractor's price for the work built (in place of the rates above); never more than the caps below
CAP ON CANCELLATION FEE	10% of the Cap Value of the cancelled items if cancelled within 4 months after signing; 20% after that; never more than 20% of the carrier's final approved value of those items when lower (Terms §18)
CAP VALUATION RATES (APPROVED CONTRACTORS' STANDARD RATES FOR THESE ROOF SYSTEMS; USED ONLY TO FIGURE THE CANCELLATION FEE CAP, NOT A QUOTE), PER SQ FT OF ROOF AREA FROM A MEASUREMENT REPORT	Shingle roof system $8.00 · Metal roof system (panel, trapezoidal, standing seam) $20.00 · Flat / low-slope roof system $20.00 · Slate $70.00 · Historic clay tile (such as Ludowici) $150.00 · Other roof systems and all other work: SkyView's Xactimate estimate (Terms §18)
CAP ON SKYVIEW PROJECT FEE	20% of the replacement cost value, in SkyView's written scope, of the work built
EXTENDED PROJECT RECORDS ACCESS AFTER CLOSEOUT Optional; photos, videos and reports kept online	$500 per year, only if Owner signs up separately in writing after closeout; a separate optional purchase, never part of a Cancellation Fee or SkyView Project Fee
SKYVIEW OVERWATCH Fee waived two years for exclusivity	$199 per building per year (Standard plan: $19.99 per building per month or $199 per year); waived in renewing two-year terms for storm-claim exclusivity (Terms §51); any amount under §51(e) uses the yearly rate, prorated by month

How services are performed. The description under each service shows what it may include; it is an example, not a requirement or a promise. SkyView decides each service's method, extent, equipment and number of photos, readings or images in its professional judgment; no industry standard (such as ASTM or IICRC) applies unless stated here, and these services are claim documentation, not certified testing. A service is complete when SkyView performs it as it decided (for example, a moisture or infrared survey of the areas SkyView selects). Per-square-foot services are billed on the area covered, never below any minimum. Owner may object only that a service was not performed, that the unit, area, time or amount billed is wrong, or that it was billed twice (Terms §35); disagreement with SkyView's method, extent or judgment is not a reason to reduce or refuse payment.

COPY 1 · KEEP FOR YOUR RECORDS

NOTICE OF CANCELLATION

DATE OF TRANSACTION	PROPERTY ADDRESS
SEND YOUR NOTICE TO **SkyView Restoration Group LLC · Info@SkyViewRestore.com**	
SKYVIEW MAILING ADDRESS (FILLED IN AT SIGNING)	CANCEL BY MIDNIGHT OF (DATE)

You may cancel this transaction, without any penalty or obligation, within ten (10) business days after the date of transaction, or any longer period your state allows. If you cancel, any payments you made will be returned within ten (10) business days after we receive your notice. (Emergency work done before you cancel is still paid from insurance claim funds, never your own money.)

To cancel, sign and date this notice and deliver, mail or email it to SkyView at the email or mailing address above (or to the Contractor, once named), no later than midnight of the cancel-by date above. If mailed, the postmark date is the date of cancellation.

I HEREBY CANCEL THIS TRANSACTION.

Owner signature	Printed name and title	Date

COPY 2 · USE TO CANCEL

NOTICE OF CANCELLATION

DATE OF TRANSACTION	PROPERTY ADDRESS
SEND YOUR NOTICE TO **SkyView Restoration Group LLC · Info@SkyViewRestore.com**	
SKYVIEW MAILING ADDRESS (FILLED IN AT SIGNING)	CANCEL BY MIDNIGHT OF (DATE)

You may cancel this transaction, without any penalty or obligation, within ten (10) business days after the date of transaction, or any longer period your state allows. If you cancel, any payments you made will be returned within ten (10) business days after we receive your notice. (Emergency work done before you cancel is still paid from insurance claim funds, never your own money.)

To cancel, sign and date this notice and deliver, mail or email it to SkyView at the email or mailing address above (or to the Contractor, once named), no later than midnight of the cancel-by date above. If mailed, the postmark date is the date of cancellation.

I HEREBY CANCEL THIS TRANSACTION.

Owner signature _____ Printed name and title _____ Date _____

YOUR PROJECT, IN PLAIN WORDS

WE'RE HERE TO GET YOUR DAMAGE REPAIRED RIGHT

Our job is to document your damage, build an accurate repair scope, and get your project built by a licensed Approved Contractor, including your own contractor if it joins our Approved list. When you build with an Approved Contractor, your maximum obligation is your deductible, plus only upgrades, added work or depreciation the carrier won't pay back (non-recoverable depreciation) you approve in writing. The contractor pays SkyView Restoration Group out of its own price. A Cancellation Fee pays only for documented work we did, or for use of our scope by a contractor that has not joined, and it is capped.

STEP	WHAT HAPPENS	WHAT IT COSTS YOU
1. Inspect and document	We inspect, test and photograph the damage and write the repair scope.	Nothing
2. Insurance decision	Your carrier reviews the claim. We meet the adjuster only on the construction scope.	Nothing. If the claim is denied, you owe nothing.
3. Change your mind?	Cancel within 10 business days of signing.	Nothing
4. Build	Your licensed Approved Contractor builds the approved work.	Your deductible (plus extras you approve in writing)
5. Close out	Final walk-through, warranty and a copy of your complete project file.	Nothing

YOUR PROTECTIONS AT A GLANCE

- Claim denied? You owe nothing, and the agreement ends (§10).
- Build with an Approved Contractor: deductible plus only extras you sign for (page 1; §§7–9).
- Cancel free within 10 business days, for any reason (§20).
- Build Safe Escrow, an independent escrow company, holds claim money; SkyView never cashes your checks; it signs them only "for deposit only" to escrow or the contractor (§§2, 11; Form 15).
- Emergency work never comes from your deductible or your own money while you keep the agreement (§5).
- Any fee is itemized, logged and capped at 10% (first 4 months) or 20% of Cap Value, plus outside experts' cost on cancelled items (§§17–18).
- 10 business days to object (30 for emergency work, §5(e)); disputed amounts are held, not paid (§35).
- Your own contractor can join, and then no fee applies (§16).

Why choose SkyView, and what do you commit to?

SkyView is owned by Nicki Irvin, and our field operations are led by Matt Irvin, with more than 25 years in commercial roofing and storm restoration and experience as an expert witness. Our name is on every project so you always know who represents you; our affiliate SkyView Roofing LLC builds in Texas and Wyoming, and elsewhere we represent other licensed contractors, at the same price either way (§1). We built our process to protect you: no up-front deposit, claim money held by an independent escrow company, and only licensed, insured, background-screened contractors. Our service standards are in writing (Terms §59): your report and scope available before anything goes to your insurer, prompt replies, regular updates, your current billing total within 5 business days of asking, copies of your file on request, and any concern answered by our owner within 5 business days.

What is the most I will pay?

If your claim is denied, nothing. If you build with an Approved Contractor, you pay your deductible plus only the upgrades, added work and non-recoverable depreciation you approve in writing, and no one pays, waives or rebates your deductible (page 1; Terms §§7–9). If the carrier approves less than our estimate, we may accept its amount; if we don't, you choose to pay the difference or cancel the work with the capped Cancellation Fee (§7). You owe more only if approved work is not built by an Approved Contractor (a capped Cancellation Fee, plus the outside experts' cost for those items), you drop the claim or switch companies before the carrier decides (our rates for work done, §18), an outside contractor builds other work from our scope (SkyView Project Fee, §§17, 47), under Overwatch (§51(e)), or if you do not fix a breach after notice (§§14, 18, 25).

What if my claim is denied?

You owe nothing to SkyView or the contractor, and the agreement ends (Terms §10). Emergency repairs, if any, are paid only from insurance money, never from your pocket if you kept the deal (§5(b)). If the denial is reversed and paid within 12 months, the agreement applies again to the paid work if our work was used for that claim.

What is escrow, and where does the insurance money go?

Claim money for the building and the work goes to Build Safe Escrow (BuildSafeEscrow.com, 855-611-3532), an independent escrow company that works only on construction projects, never to SkyView or the contractor. Checks go from the carrier straight to escrow, or through your public adjuster or attorney (less only their fee). If a check comes to you, send it to escrow right away (within 2 business days) or hand it to us to sign "for deposit only" to escrow; if your mortgage company is on it, give it to them with instructions to release the funds to escrow. Escrow pays the contractor in four 25% milestones (when the scope and price are confirmed on Form 9, at materials delivery, at 50% complete and at completion), each with proof, and you have 10 business days to object before any release (or approve it sooner in the escrow portal); disputed money stays in escrow until resolved. SkyView never cashes or keeps your checks: under a limited power of attorney (Form 15) we sign them "for deposit only" to escrow or your contractor and send them for you. We never send wire instructions by email; before wiring anything, call Build Safe at a number you look up yourself. The contractor pays escrow fees when you build the full project (if you cancel approved items, after any unpaid emergency work, the outside experts' cost and then escrow fees come first from the money for those items, with any Cancellation Fee), money left over is yours, and contents and business-income payments stay with you. If you cancel in time or the claim is denied, escrow returns the funds to you, less only unpaid emergency work (Terms §§11–13, 45; Escrow Instructions; Schedule 1).

How do I cancel?

Within 10 business days after signing (or longer if your state allows), sign the Notice of Cancellation in your agreement (also posted at SkyViewRestore.com/terms), or send any written notice, by email to Info@SkyViewRestore.com or by mail (or to the contractor, once named). You owe nothing, and any payment is refunded within 10 business days; emergency work you asked for is paid from claim funds only. Cancelling also ends Overwatch at no charge (Terms §§20, 51(h)).

How is my contractor chosen, and who is responsible before it is named?

SkyView picks a licensed and insured Approved Contractor from its list at SkyViewRestore.com/contractors and names it in writing on Form 1 after your claim is approved. Until then no one builds the repairs and no build-back money goes to any contractor; claim money waits in escrow, except that emergency tarping or repairs, if needed, are paid first from claim funds (§§4, 5). The named contractor signs Form 1, takes on the agreement, its warranty and indemnity, and gives you its insurance certificate; you then confirm the scope and price on Form 9. You may object for reasonable cause; if two proposed contractors both draw a reasonable objection, you may end the remaining work with no fee (Terms §§1, 15, 21, 30).

Want to use your own contractor?

Tell us who it is before they start. We will offer them Approved Contractor status on our standard terms if they are licensed and insured. When they join, your deductible is still your maximum obligation and no fee applies (Terms §16). If a contractor that has not joined builds from our scope and reports, the fee on that work is 20% of that contractor's price, within the same cap; if you give us that contractor's signed statement that it built without our documents, only our rates apply (Terms §§17, 18, 47).

Why is there a Cancellation Fee, and is it fair?

We're here to see your roof built, and when an Approved Contractor builds it, the contractor pays us, not you. The fee only comes into play if your claim is approved and you decide not to build some or all of the approved work with an Approved Contractor, for example because you sell the building or change plans. That is your right; the fee simply pays for the work we already did, at our published rates, itemized with our logs. It is not a penalty or a percentage of your claim. It is capped at 10% of the Cap Value if you cancel within 4 months of signing, 20% after (roof sq ft times our Approved Contractors' standard rates, plus our estimate for other work), and never above 20% of the carrier's final approved value, with outside experts' cost for those items repaid at cost. Why: most of our work happens months before any money changes hands, and owners have cancelled after it was done. Example: a 50,000 sq ft flat roof has a Cap Value of $1,000,000; a full fee usually lands around $68,000 to $75,000, under both caps ($100,000, then $200,000). Items you decline over depreciation, or that are not built because only actual cash value was paid, are never more than the insurance money received for them (§9). Drop the claim or switch companies before the carrier decides, and you pay our rates for work already done, within the same cap; hiring a public adjuster or attorney never counts. No fee is owed if your claim is denied before you cancel, you cancel within 10 business days, or you have reasonable cause to object to two proposed contractors (Terms §§10, 15, 18, 20, 35).

Who pays SkyView Restoration Group?

The Approved Contractor pays SkyView's sales and project management fee out of its own price; it never changes your price. You pay SkyView only a Cancellation Fee or SkyView Project Fee if one applies (§§17–18), any Overwatch amount under §51(e), tarping or repairs SkyView arranges (from claim funds only, §5), and optional services you sign up for separately. Ask anytime and we'll tell you in writing what SkyView is paid (§50).

Are you a public adjuster or a law firm?

No. SkyView and the contractor do not negotiate, adjust or settle your claim, interpret your policy or give legal advice (Terms §2). Our contact with your carrier is limited to the physical damage and the scope, methods and cost of the repairs. You control your claim, and you may hire a licensed public adjuster or attorney at any time.

What about emergency repairs like tarping?

Until the build starts, SkyView may arrange a licensed Approved Contractor for tarping and temporary repairs, and gets your approval by text or email before any single job over $5,000 unless you can't be reached and delay risks more damage. It is paid first from insurance money, at the work-order price or SkyView's cost plus 15%, even if the carrier does not approve it, and never from your own funds unless you break the deal (§5(b)). Repairs you ask for (like fixing leaks) are billed at our rates plus materials and sent to the carrier with our estimate. You have 30 days after the invoice to object; otherwise the price is final, and it is paid from claim money even if the carrier pays less (Terms §§4, 5).

What if the carrier holds back depreciation it won't pay back?

Before materials are ordered, the contractor tells you the amount in writing (Form 2). You choose: pay it and build, or decline those items. The capped Cancellation Fee then applies only to the declined items and never exceeds the claim money paid for them. Recoverable depreciation the carrier pays after completion goes toward your project price (Terms §§9, 13, 18).

What is Overwatch, and why is the fee waived?

Overwatch is our storm monitoring for your property: hail and wind alerts, post-storm and yearly inspections and access to your roof records. Its published fee is $199 per building per year. We waive it in two-year terms in exchange for storm-claim exclusivity. It renews every two years at no charge unless you opt out: 30 to 60 days before each renewal we email you (and text, unless you stopped texts) the date with a one-click "No thanks." It never becomes a paid plan or charges you automatically (Terms §51; Overwatch Terms at RoofOverwatch.com/terms).

What does Overwatch exclusivity mean? Do I have to file a claim?

No. You alone decide whether to file. It covers only new storms after you sign, never this claim. If you choose to pursue a claim for a new storm during the term, you let SkyView inspect first, at no charge, before any other contractor, and SkyView manages the repairs with an Approved Contractor under a new page 1 that you can cancel within 10 business days. SkyView inspects within 5 business days of your request (2 if there is an active leak), or the inspect-first rule doesn't apply. It does not delay notice to your carrier, the carrier's inspection or emergency repairs, and it is not a payment or reward for filing a claim (Terms §51(b)–(d)).

What do I owe if I use someone else, and how do I end Overwatch?

You owe something only if you pursue a new-storm claim elsewhere without letting SkyView inspect first, or use SkyView's post-storm report without signing. Then you owe the waived fee for the time you had Overwatch (prorated by month) plus our published rates for post-storm work we did, capped at 20% of that claim's approved replacement cost, and nothing if the claim is denied. Example: 10 months, one building, no post-storm work by SkyView: about $166. If SkyView inspects first and you decide not to sign or use our report, you owe nothing. You may end Overwatch at any time online, by email, by phone, in writing or by clicking "No thanks"; this still applies to a storm before your notice, for claims made within 12 months after that storm. Replying STOP ends texts only (Terms §51(e)–(f)).

Where are the full Terms, and do I get a copy?

The full Terms and Exhibit A are posted at SkyViewRestore.com/terms, and the Overwatch Terms at RoofOverwatch.com/terms, to read before signing. The version you sign and that day's rates apply, and stay posted while your project is open. You can download a complete copy when you sign, including the Overwatch Terms and two Notices of Cancellation, and we send copies any time you ask (§60).

How will I know what work has been done, and can I object?

We keep dated records of every service and trip, and we usually send a Service Completed Notice when a service is finished and keep your Record of Services Completed, with the running total, in your project folder. You can ask for any record or your billing total at any time. Each lists the work we completed. Photos, videos and reports are kept in your project file, and we will send copies any time you ask. If anything listed was not done, or you disagree with any invoice, tell us in writing within 10 business days (30 days for emergency work invoices, §5(e)). Undisputed amounts are paid; disputed amounts are held until resolved (Terms §§18, 35).

Will you text me? How do I stop?

SkyView, the contractor and their providers may call, email and text you, including automated texts, about your project, claim status, payments, storm alerts and Overwatch. Decline storm-alert texts at signing, or reply STOP anytime (required notices still come by email or mail) or HELP for help; message and data rates may apply. No promotional automated texts without your separate written consent (Terms §42).

Am I personally responsible as the person signing?

Only in one case: if a claim payment for the building and the work that you receive, control or direct is used for anything other than the escrow deposit, you are personally responsible with the owner, up to the amount diverted. It guarantees nothing else (Terms §§44, 45).

What happens to my photos and information?

SkyView keeps project photos, videos, reports and claim documents to document, scope and manage your project. We share them with the contractor, the escrow agent and the project's engineers and testing firms, and with your carrier, public adjuster or attorney. You can get a copy of everything any time you ask. Marketing use never shows your name or street address without written consent (Terms §§40, 47).

What if SkyView Restoration Group is sold?

SkyView may assign this agreement, Overwatch and its fee rights, and transfer your contact and project records, to a buyer of SkyView or its Overwatch business. The buyer must honor these Terms, so your price, caps and cancellation rights stay the same (Terms §51(g)).

What if I have a dispute?

Call us first: we want to fix it. Then mediation, and if needed binding arbitration under the AAA Construction Industry Rules in the county where the property is located, or either side may bring a small claim in small-claims court. Each side waives a jury, and the winner recovers reasonable attorney fees (Terms §§22, 23).

OUR STANDARD RATES (EXAMPLES)

These are SkyView's standard published rates, the same for every owner. They set any Cancellation Fee, Project Fee or Overwatch amount; build with an Approved Contractor and you pay no fee. Fees are capped at 10% of Cap Value in the first 4 months, 20% after (§18); outside experts' cost is extra.

SERVICE	STANDARD RATE
Storm assessment site visit	$750 per building
Forensic roof inspection and damage documentation	$0.59 per sq ft (minimum $2,500)
Specification and bid package	$0.65 per sq ft of specified area
Senior consultant / support staff	$550 / $195 per hour, in quarter-hour steps
Weekly file review	$137.50 per review
Project file administration and online portal	$350 per month of file work
Travel (only trips actually made, over 100 driving miles from Ardmore, OK, or from a closer starting point; no airfare; shared trips split)	$1.00 per round-trip mile + $150 per hour of mapped driving time
Lodging and meals (overnight trips only)	$150 per night + $75 per day

The complete list of standard rates (Exhibit A) is posted at SkyViewRestore.com/terms and is part of the agreement you sign.

FOR YOUR AI OR ATTORNEY REVIEW: KEY TERMS AT A GLANCE

TOPIC	WHERE	SUMMARY
Who SkyView is	§§1–2	Contractor's sales and project agent, not a PA or law firm; affiliate SkyView Roofing LLC builds in TX, WY.
Your contractor	§§1, 15	Licensed and insured; named on Form 1 after approval.
Using your own contractor	§16	Tell SkyView first; if it joins, page 1 applies unchanged and no fee is owed.
Your cost when you build	Page 1; §§7–9	Deductible plus only extras you approve in writing.
Claim denied	§10	Agreement ends; you owe nothing.
Right to cancel	§20	10 business days; two Notices in your agreement and at SkyViewRestore.com/terms, or any written notice.
Cancellation Fee	§18 (exceptions §§10, 15, 16, 20, 34)	Rates for work done, capped at 10% of Cap Value (first 4 months) or 20% after, plus outside experts' cost.
Emergency work	§§4, 5	Paid first from claim funds; never your own money unless you break the deal.
Escrow	§§11–12	Build Safe Escrow, an independent escrow company, holds claim funds.
Depreciation	§9	Pay it or decline the items.
Overwatch	§51	Fee waived for 2-year storm exclusivity; renews unless you opt out; you decide on filing.
Records and objections	§35	Same-day notices; 10 business days to object (30 for emergency work).
Texts	§42	Decline at signing or reply STOP.
Photos and data	§§40, 47	Used for your project; no marketing with your name.
Transfer	§51(g)	A buyer must honor these Terms.
Disputes	§§22, 23	Mediation, then arbitration in the property's county, or small claims.
Signer responsibility	§45	Only if claim funds they control are diverted, up to that amount.

This summary helps you read the agreement; the signed agreement controls. This FAQ is also posted at SkyViewRestore.com/faq. Questions: Info@SkyViewRestore.com · 866-321-VIEW (866-321-8439). You may have an attorney review the agreement before you sign.

WHY WE BUILT IT THIS WAY

Insurance money for a roof or building is often the largest check an owner ever handles. On every commercial project, the money for the building and the work goes to a neutral escrow company, not to SkyView and not to the contractor, and comes out only as the work is done.

THE USUAL WAY

- A large deposit, often a third to half of the job, before any work starts.
- The money goes into the contractor's own account.
- If work stalls, the company closes or a dispute starts, you chase your money.

THE SKYVIEW WAY

- No up-front deposit from you.
- Claim money is held by Build Safe Escrow, a company that handles construction escrow only.
- The contractor is paid in steps, with proof, after you can review each one. Money left over is yours.

HOW THE MONEY GETS TO ESCROW

1. **Carrier to escrow.** Your carrier adds Build Safe Escrow to the claim and pays it directly when it allows (Direction to Pay).
2. **Through your public adjuster or attorney.** They send it on to escrow within 5 business days after it clears, less only their own fee.
3. **A check comes to you.** Send it to escrow within 2 business days, or hand it to us to sign "for deposit only" to escrow (Form 15). We never cash it.
4. **Your mortgage holder is on the check.** Give it to them with our letter (Form 12) asking them to release the money to escrow.

Contents, business income and extra expense payments stay with you. Your deductible goes to escrow with the first claim payment.

HOW IT IS PAID OUT

STEP	RELEASED WHEN
Milestone 1 · 25%	Scope and price confirmed with you on Form 9; deductible and first claim payment deposited.
Milestone 2 · 25%	Materials for the approved scope are delivered to the property.
Milestone 3 · 25%	Half of the approved work is installed, shown in our progress report.
Milestone 4 · 25%	All work is complete, the final walkthrough is done and the Final Cap-Out Sheet is signed.

- **You see every request first.** Each release request and its proof go to you. You have 10 business days to object in writing, or you can approve it sooner in the escrow portal and escrow may release it the same day.
- **Disputed money stays put.** Escrow holds any amount in dispute and pays only what is not disputed.
- **Lien waivers as work and materials are paid**, so the property stays clear.
- **Denied or cancelled in time?** Escrow returns the money to you, less only unpaid emergency work.
- **Wire safety.** We never send wire instructions by email; call Build Safe before wiring money.
- **It costs you nothing when you build the project.** Escrow fees come out of the contractor's share. If you cancel approved items, after any unpaid emergency work, the outside experts' cost and then escrow fees come first from the money for those items, along with any Cancellation Fee.

BUILD SAFE ESCROW
Independent construction escrow · BuildSafeEscrow.com
855-611-3532
Info@BuildSafeEscrow.com

This page explains the process. Your signed Project Agreement, Direction to Pay, Escrow Instructions and Schedule 1 control. SkyView receives no fee, rebate or referral payment from Build Safe Escrow.