FEE CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this 15 day of Sept 2020, by and between MakePlace Builder's hereinafter referred to as "BUILDER"; and Andrew and And

WITNESSETH:

BUILDER hereby agrees to construct for OWNERS a dwelling house in accordance with plans and specifications which, are attached herewith and in accordance with any written change orders which, OWNERS may hereafter make, from time to time. Such construction shall take place on real estate owned by BUILDER described as follows:

- 2. OWNERS agree to make payment to BUILDER a supervisory fee for the services of BUILDER as General Contractor in connection with said construction project in the sum of COST PLUS 15% Supervisory Fee payable as follows: Upon completion of all construction work, or upon receipt of a Certificate of Occupancy, or Actual Occupancy of the dwelling, whichever shall first occur.
- 3. In addition to BUILDER'S fee, OWNERS shall reimburse BUILDER, from time to time, for all costs incurred by BUILDER in the construction of the dwelling house, including all of BUILDER'S costs for labor, materials, supplies, subcontracting, equipment, appliances, freight, tool rentals, permits, and other expenses incorporated into the construction or expended in connection with the construction, and all of BUILDER'S costs and expenses for payment to subcontractors and other expenses reasonably incurred for the construction. BUILDER'S costs shall not include BUILDER'S office and overhead expenses (such items are part of BUILDER'S supervisory fee). BUILDER shall keep careful records of all of BUILDER'S costs and expenses. BUILDER shall, from time to time, submit Draw Requests for Payment to OWNERS as well as First Bank.

Requests for reimbursement of the costs of construction shall be based upon the "Mortgage Construction Payment Draw Schedule" form. OWNERS shall promptly review each Construction Payment Schedule, and Itemization of Wage Schedule submitted to OWNERS, and all invoices and partial releases included therewith, and shall make payment to BUILDER in accordance with Paragraph 18.

- 4. Changes may be made in the plans and specifications only by a written Change Order. Should OWNERS request BUILDER to perform any change adding to the construction cost, OWNERS agree to make payment to BUILDER for any such change as specified in Paragraph 3. Further, OWNERS shall make payment to BUILDER of an additional BUILDER'S supervisory fee in the amount of 15% of the total cost of any such change at final payment, which shall be in addition to the supervisory fee set forth in Paragraph 2. Should OWNERS request BUILDER to perform any change deducting from said construction, then BUILDER shall compute an estimated cost of change and upon agreement of OWNERS, BUILDER shall deduct of such estimated cost from his supervisory fee at final payment.
- 5. OWNERS shall be entitled to select the selection items agreed between BUILDER and OWNERS as described on the "OWNERS SELECTION LIST." BUILDER agrees to cooperate with and assist OWNERS in selections. OWNERS agree to complete the OWNERS SELECTION LIST and submit (2) copies thereof to BUILDER to allow BUILDER to proceed with construction and completion of the dwelling in an orderly, non-delaying manner.
- 6. Both parties acknowledge that no payment in any form has been received by BUILDER prior to the execution of this Contract, and BUILDER, as the original Contractor hereby provides the following NOTICE TO OWNERS:

A lien waiver notice will be provided to OWNERS prior to closing to verify Builder has paid all bills in reference to this job.

In the event any mechanic's lien is filed against the dwelling or the real estate by any person supplying labor, materials, supplies or services to BUILDER for the construction of the dwelling, BUILDER agrees to take all steps necessary for the release and discharge of

such lien; or to reimburse OWNERS for all monies paid by OWNERS in obtaining the release of the lien, including all costs, expenses and reasonable attorney's fees; unless BUILDERS' failure to pay resulted from OWNERS' failure to reimburse BUILDER for monies due.

- 7. BUILDER agrees that the BUILDER'S Representative, Chris Roberts will supervise and oversee the construction of this job.
- 8. BUILDER agrees to purchase on behalf of OWNERS materials and supplies at the most reasonable and economical prices available; provided that such materials and supplies shall be consistent with the plans, specifications and shall be of good quality. OWNERS shall receive all refunds attributable to all labor, materials, supplies, subcontracting, equipment, appliances, tool rentals, freight, permits and other items required for the construction project. Returns from the sale of all surplus materials, supplies, equipment, appliances and other items shall accrue to OWNERS.
- 9. BUILDER shall check invoices of all labor, materials, supplies, subcontracting, equipment, appliances, tool rentals, freight, permits and other items, and shall keep full and detailed accounts as may be necessary for proper financial management of this construction project. OWNERS shall be afforded access to all records, invoices and other data relating to the construction of dwelling house.
- 10. It is mutually understood and agreed that neither BUILDER; any employees of BUILDER; nor any subcontractors procured by BUILDER shall be deemed to be agents of OWNERS. They shall, instead, be deemed to be independent contractors. In addition, it is agreed that OWNERS shall not directly interfere with any of the duties of these independent contractors and will instead inform BUILDER or BUILDER'S representative of any dissatisfaction.
- 11. OWNERS agree not to schedule other work at the site unless BUILDER'S written consent is obtained. BUILDER agrees not to withhold written consent unreasonably. OWNERS agree to indemnify BUILDER for any injury or damage caused by workmen performing other work under OWNERS' direction.
- 12. BUILDER agrees that OWNER or OWNERS representative may inspect the construction work at reasonable times and in such manner as not to interfere with the progress of construction.
- 13. OWNERS warrants to BUILDER that they have marketable free simple absolute ownership of above described real estate, free and clear of all liens, interests, judgments and encumbrances, excepting the lien of mortgage or deed of frust securing the loan for payment of the construction costs. OWNERS agree to indemnify and hold BUILDER harmless from all loss, damage or liability resulting from a breach of this warranty.
- 14. Title and all risks of loss to materials, supplies, appliances, equipment, labor, subcontracting, operations, services and other items shall pass to OWNER, immediately when incorporated into the construction, or when stored at the site, excepting BUILDER'S tools and equipment used in the construction of the dwelling house. However, BUILDER shall be required to take reasonable steps for the protection and storage of all items incorporated into the construction or stored at the site. BUILDER shall remain responsible for performance or nonperformance of all of BUILDER'S duties in this construction contract.
- 15. Should BUILDER encounter abnormal soil conditions, rock, or other reasonably unforeseen conditions below the surface of the ground that require a variance in the plans and specifications or performance of additional work in order to construct a safe and sound dwelling house then OWNERS and BUILDER agree to execute a Change Order in accordance with Paragraph 4, which provides for the reimbursement to BUILDER of additional costs incurred by reason of such conditions and BUILDER'S supervisory fee and for an extension of the time of completion.
- 16. OWNERS agree not to occupy the dwelling or store personal items in the dwelling until a Certificate of Occupancy is issued, unless OWNERS have BUILDER'S written consent.
- 17. Should BUILDER or OWNERS be entitled to receive payment from the other, and should such payment not be paid within 30 days of the due date therefore, then such payment shall bear simple interest at the rate of 18 %, beginning with the 1st day following the date payment becomes due, and ending when the amount due has been paid. If BUILDER is not paid any sum due BUILDER within 10 days of the due date, then BUILDER may stop construction, without necessity of notice to OWNERS. BUILDER will restart construction when payment is received, together with interest as called for above, and the time for completion will be extended to allow for delay.

- 18. All notices must be given by mail to BUILDER or OWNER. When mailed, the date of notice shall be the date of mailing.
- 19. All plans, excepting file copies for BUILDER, OWNERS and lender, must be returned to OWNERS on completion of construction.
- 20. BUILDER shall remove waste materials and rubbish and agrees to keep the construction site generally orderly. BUILDER shall remove all BUILDER'S materials, equipment and rubbish at the completion of construction, and shall leave the above described real estate in a neat and clean condition.
- 21. OWNERS shall apply for, maintain and keep in full force and effect, during the entire progress of construction, Property Damage Insurance upon the dwelling, indemnifying BUILDER and OWNERS, as their interests may appear against loss by fire, lightning, windstorm, vandalism, and all other extended coverage perils customarily insured against. Such insurance shall name both BUILDER and OWNERS as insured, and as their respective interests shall appear, and shall provide insurance for the full insurable value of the dwelling. If the dwelling is substantially damaged or destroyed by fire or other casualty prior to final payment, then BUILDER, upon agreement from OWNERS, shall proceed to remedy the damage and complete the dwelling as promptly as is reasonably practicable; provided that the time for completion shall be extended by the time required for remedying the damage. OWNERS shall apply for, maintain and keep in full force and effect OWNERS own General Public Liability Insurance during construction of the dwelling, including insurance to cover any liability arising out of actions from those subcontractors procured by OWNERS. OWNERS shall provide BUILDER with copies of such policies, prior to commencement of construction. BUILDER agrees to maintain and keep in full force at his own expense during the entire progress of construction of the dwelling General Public Liability and Property Damage Insurance, together with Workmen's Compensation Insurance, and such Completed Operations Insurance, as will protect him from claims for bodily injury, death and property damage that may arise out of work under this contract. Upon request by OWNERS, BUILDER shall provide OWNERS with copies of such policies.
- 22. This Contract is contingent upon the ability of the OWNERS to obtain a construction loan, with a commitment for a permanent loan. All costs and expenses in connection with any such loans shall be the sole expense of OWNERS. OWNERS agree to use reasonable diligence in seeking such loans. In the event OWNERS are unable to obtain a commitment for such loan or loans within 30 days of the date of this Contract, then this Contract shall at the OWNERS option, exercised by the delivery to BUILDER of written notice to such effect within 30 days of the expiration of the time for obtaining such commitment, be null, void and of no further effect, and the Earnest Money Deposit shall be returned to OWNERS. If such notice is not so delivered by OWNERS, then this Contract shall continue in full force and effect.
- 23. OWNERS shall not be answerable or accountable for, and BUILDER agrees to indemnify and defend OWNERS for, BUILDERS violation of any ordinances or laws, or for any injury, loss or damage arising from negligence or carelessness of BUILDER, BUILDER'S employees, or any person or subcontractor employed by BUILDER.
- 24. BUILDER shall be responsible to OWNER for the acts and omissions of all of BUILDER'S employees and subcontractors, their agents and employees, and other persons performing work under the employ or direction of BUILDER.
- 25. BUILDER agrees to commence the construction work upon the execution of this Contract, or upon satisfaction of the contingency set forth in Paragraph (23), whichever shall last occur. The construction work shall there after proceeding as rapidly as is consistent with good construction practices. BUILDER shall complete the dwelling by 180 days; provided that such time for completion shall be extended for delays caused by abnormal weather conditions, lack of or unavailability of materials or labor, casualty losses or other causes not within BUILDER'S reasonable control. The dwelling shall be deemed to be "completed" when it is substantially completed (although very minor items of work, not affecting habitability, may remain to be performed), or when an occupancy permit is issued for the dwelling, or when OWNERS occupy the dwelling, which ever shall first occur. If the dwelling is not completed by the date set forth above, due to circumstances within BUILDERs reasonable control, then BUILDER may extend the time for completion by an additional 30 days, at no expense to BUILDER. If BUILDER does not so extend the time for completion or if the dwelling is not completed by the extended time for completion, then OWNERS shall have the right to terminate BUILDER'S employment pursuant to Paragraph 27 or of proceeding with the construction by BUILDER. However, in either such case, BUILDER shall reimburse OWNERS for any reasonable out-of-pocket expenses incurred by OWNERS directly attributable to the delay in completion. All other damages attributable to the delay shall be waived. OWNERS shall have no options by reason of delay in completion, other than to terminate this Contract, or to proceed with performance of this Contract, in the manner described above.

- 26. In the event BUILDER fails to prosecute the construction work with reasonable diligence or fails to perform in accordance with the terms of this Construction Contract or fails to make prompt payment to suppliers or subcontractors or in the event OWNERS become dissatisfied with the work being performed by BUILDER, OWNERS shall have the right to terminate BUILDER'S employment by written notice to BUILDER. In such event, OWNERS shall take possession of the dwelling house, all materials, supplies, equipment, appliances, and components incorporated into, located at, stored elsewhere, or which are on order, which are intended to be incorporated into the construction of the dwelling house and OWNERS shall pay to BUILDER any and all sums then due BUILDER as defined in Paragraph 3, including a pro-rata amount of the supervisory fee referenced in Paragraph 2. Following such payment, BUILDER agrees to withdraw from the construction site and to remove all tools and equipment owned by BUILDER there-from.
- 27. LIMITED WARRANTY -- BUILDER agrees to complete construction of the dwelling in accordance with the plans and specifications. All work shall be performed in a good and workmanlike manner and should be of good quality. All work shall be in conformance with all applicable provisions of the building codes and zoning ordinances of any governmental authority having jurisdiction over the dwelling. In the absence of governmental authority over the dwelling, then all work shall be in conformance with the North Carolina Residential Code building standards. All materials, equipment and installations shall be new, unless otherwise specified, and shall be of good quality. BUILDER, however, warrants only that BUILDER will remedy any defect or condition resulting from a failure to comply with the standards set forth in the Warranty. Upon substantial completion of the dwelling and prior to OWNERS occupancy or OWNERS final payment, OWNERS and BUILDER agree to make an inspection of the dwelling, and shall prepare the "Pre-Closing Walk Through," which shall list all items not then complete, and all defects. Such Checklist shall be dated and signed by each party, and each party shall retain one copy. ALL OTHER WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OR QUALITY OF THE DWELLING, BOTH EXPRESSED AND IMPLIED, WILL BE THE RESPONSIBILITY OF THE HOMEOWNER.
- 28. If either party to this Contract shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, against the other party to this Contract, by legal or equitable proceedings, then the prevailing party in such proceedings shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable costs and expenses incurred in such proceedings, including reasonable attorney's fees.
- 29. OWNERS acknowledge that they have read and understand all provisions of this contract including the provisions of Paragraph 27, which limit BUILDERS warranties and liability, and all documents referred to herein, including Plans, Specifications, Site Plan, Warranty, and understand the same.
- 30. This Contract shall not be assignable by either BUILDER or OWNERS without the consent of the other party, and shall be binding upon, and shall inure to the benefit of, the parties hereto, their heirs, personal representatives, successors and assigns.
- 31. The Maximum cost of construction shall not exceed \$448,000 (two hundred and sixty-eight thousand 00/100)

IN WITNESS WHEREOF, the parties have hereunto caused this CONTRACT to be executed, with * counterparts, on the day and year first above written.

BUILDER: Market Place Builders	OWNERS:
Market Mace Duildes	
La Caluado	

Andrew and Anita Ruland By Larry Keith

155 Mockingbird Lane Spring Lake NC 28390

3 bed / 2.5 baths

Total Heated: 4142

I: Site

- 1) Concrete Driveway and Walkways
 - Broom and picture frame finished
- 2) Landscape
 - Includes sod, mulch beds with foundation plants and Sprinklers in front lawn
- 3) Retaining Wall
 - _Alongside for driveway
- 4) Surveys
 - Includes site plans and pinning of lot

II: House Structure

- 1) Footings
 - Per plans, 3,000 PSI concrete
- 2) Framing
 - Framed per engineer plans and per NC code
 - . Floor Truss
 - Wall sheets 7/16 OSB with house wrap
 - Roof sheathing to be 7/16 OSB and covered with 15# felt paper
- 3) Exterior Wall Covering Hardy Plank
- 4) Ceiling Heights
 - First floor: 9'
 - Second Floor: 9'
- 5) Concrete
 - All slabs will be a minimum of 4" thick and 3000 psi cement
- 6) Roofing

Shingles

GAF Timberline HD, color TBD

Gutters

- 5" seamless aluminum gutters 3"x4" downspouts
- 7) Exterior Trim

Fascia

```
Exterior facia Hardy
     board
     Porch Columns
              Per plans custom
         Screen Porch Columns
         Covered Porch Ceilings Hardy Plank
         Crown
         Base Cap
         _ PVC
         Drip Cap
            PVC
         Soffit Vinyl
      8) Windows
                MI GBG single hung vinyl (grill pattern TBD)
      9) Exterior Doors
       -Per plan
      10) Sheetrock
         - 1/2 inch walls and ceilings, smooth finish
      11) Interior Trim
             Baseboard: Ix6
            Window/Door Casing: Lx4 with 5/4x 6" header
         - Crown Molding: 5 inch cove crown (1 M floor, and 2nd floor except closets)
            Built In Cabinets: Shelves in living room
            Closet Rods: stained pine
            Cased Opening: per plan
            Coffered ceiling in dining room
      12) Staircases
         Main
         - Treads: Oak
         Handrail: Oak
            Balusters-:Oak
Interior Doors
        1<sup>M</sup> Floor
        - Hollow core smooth face, style TBD 2'd
            Hollow core smooth face, style TBD
```

13) Hardware Interior Knobs .

Casing TBD

Schlage round Knobs (color TBD) Exterior Knobs

- . Schlage
- 14) Porches and Decks

Front and Rear Porch

Concrete

- 15) Fireplaces
 - 42" direct vent in living room per plan
 - Custom mantel
- 16) Garage

_3 Car 44.8x26.6 with 18' carriage style door

Painting

Interior colors

- I main wall, trim, and ceiling color additional wall color for up to 2 rooms Trim
- Satin Sherwin Williams paint

Wall Paint

2 coats, Satin Sherwin Williams paint

Exterior Colors

N/A

- 17) Electrical
 - . Fixture Allowance: \$5000
 - # of Cans: 15
 - #of flood lights: 2_

#of fans: prewired in all

bedrooms, living room, and study

- Service: 2/200 Amp
- Switch Receptacles: Master Bedroom
- Under the Counter Lights: should be included in electrical allowance
- All smoke and CO detectors as well as doorbell should be included in this allowance
- 18) Structural Wiring
 - Cable in all bedrooms, study, living and office. 2 phone lines location TBD.
- 19) Security

_Hardwired

- 20) Bath Hardware Accessories
 - _ Allowance: \$8000.00
- 21) Shower Enclosures
 - Frameless enclosure, master shower and floor shower
- 22) Mirrors _ Pictured framed with casing

111: House Heated

- 1) Insulation
- R 13 in walls
- R 38 in ceilings
- R I 9 in crawl space
- 2) Hardwood Floors
- Manufactured
- Allowance 6.5 Per foot
- 3) Carpet
- Allowance: \$5.00 per foot
- Locations: All bedrooms and all bedroom closets
- 4) Tile
- _ Allowance: \$1000.00 (materials and install)
- Locations- master bath, hall bath floor and wall surround, laundry floor, and backsplash
- 5) Cabinets/Countertop
- Cabinets- \$16000.00 allowance Countertop Allowance: \$800
- 6) HVAC r Floor
- _ 14 sec Trane Heat Pump _ 14

sec Trane Heat Pump

- 7) Plumbing
- Allowance: \$1500 and should include (kitchen sink fixture, powder room fixture, laundry sink fixture, hall bath sink fixtures, hall tub/shower fixture, master bath tub filler, master bath sink fixtures, shower fixture)
- All toilets will be elongated
 - Master tub is a 5' Kohler soaking tub

-Kitchen sink disposal is included - 2 exterior hose bibs

- 8) Appliances
- \$5500.00 Allowance

Total Price: \$480,000



NORTH CAROLINA LICENSING BOARD FOR GENERAL CONTRACTORS

Name:

Marketplace Builders, LLC

Number:

68661

Status:

Valid

Last Renewal Date: 2020-01-31

Address:

3102 N Main St

City:

Hope Mills

State:

NC

Zip:

County:

28348-0020 **CUMBERLAND**

Telephone:

(910) 987-2900

limitation:

Limited

Classifications:

Building

Qualifiers:

Christopher Grant Roberts

BUILDERS MUTUAL	Raleigh 200 200 200 200 200 200 200 200 200 20	GENERAL LIABILITY DECLARATION			
(800) 809-4859 Builders Premier Insurance Company Builders Mutual Insurance Company WC Policy No:		Policy Number	Policy Period From To		
			23/2020 05/23/2021 A.M. Standard Time at the described location		
	Tr	aneartian			
RENEWAL DEC	CLARATION	C	ustomer #:		

	Named Insured and Address	Agent			
	CE BUILDERS LLC N ST NC 28348	STRATEGIC INSURANCE AGENC 827 GUM BRANCH ROAD JACKSONVILLE, NC 28540-0			
		Telephone: 910-478-3311	0002103		
Business Desc	cription	Type of Business	Audit Period		

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LLC

Audit Period

Annual

GENERAL LIABILITY DECLARATIONS

LIMITS OF INSURANCE			
General Aggregate Limit (Other than Products-Completed Or	perations)	\$	2,000,000
Products - Completed Operations Aggregate Limit		\$	2,000,000
Each Occurrence Limit		\$	1,000,000
Personal and Advertising Injury Limit	,	Ś	1,000,000
Medical Expense Limit, any one person		Ś	
Fire Damage Limit, any one fire		Ś	5,000
Limited Care Custody/Control (Each Loss)		*	100,000
Limited Care Custody/Control (Policy Aggregate)		٩ ٨	
Employee Benefits Liability (Each Claim)		Ģ ć	
Employee Benefits Liability (Aggregate)		÷	
Hired and Non-Owned Auto Liability (Each Occurance)		Ÿ	
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Products BI		ş \$	
Premop PD		Ś	
Product PD		Ś	
Premop BI/PD		Ś	
Product BI/PD		\$	
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LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Refer to attached schedule.

BUILDS RESIDENTIAL HOMES

CLASSIFICATIONS

Refer to attached schedule

TOTAL PREMIUM FOR THIS COVERAGE PART \$

Forms and Endament A. II. II.	<u> </u>
Forms and Endorsements Applicable to this Policy See Attached Schedule	
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These Declarations together with the common policy conditions, coverage part declarations, coverage part coverage form(s) and form(s) and endorsements, if any, issued, complete the above numbered policy.

Issued Date: 03/18/2020 BCG0011 1099

Post Office Box 150005 Raleigh, North Carolina 27624-0005		WORKERS COMPENSATION & EMPLOYERS LIABIL Insurance Policy					
WOTOAL	(800) 809-4859 Builders Premier Insurance Company Builders Mutual Insurance Company		Policy Number Policy Period				
				1059331 02	05/23/2020 12:01 A.M. Standard Tim	To 05/23/202 e at the described locati	
1 44					1		
RENEWAL DECLARATION			Customer #:				
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MARKET PLA 3102 N MA: HOPE MILL:			STRATEGIC INSURANCE AGENCIES O 827 GUM BRANCH ROAD JACKSONVILLE, NC 28540-0000		-		
	***		Telephor	n e : 910-478-	-3311	0002103	
Carrier # 37354	FEIN# 205238926	Risk ID#		Entity of Insured			

- red's mailing address.
- 3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: North Carolina
 - B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 100,000 each accident Bodily Injury by Disease \$ 500,000 policy limit Bodily Injury by Disease \$ 100,000 each employee

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: SC, VA, TN, MD, GA, MS, DC, FL except state(s) listed in Item 3.A. above.
- D. This policy includes these endorsements and schedules: See attached schedule.
- 4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

FAILURE TO PAY ANY PAST OR CURRENT PREMIUMS DUE WILL RESULT IN THE RESCISSION OF THIS OFFER OF COVERAGE.

Minimum Premium	\$ 1,000	Total Estimated Annual Premium	\$
		Expense Constant	\$
		Premium Discount	\$
		Deposit	\$
		·	

Premium Adjustment Period:	🔀 Annual;	Semiannual;	Quarterly; 🔲	Monthly

Countersigned this Issued Date: 03/18/2020

Day of

Issuing Office BUILDERS MUTUAL INSURANCE CO.

Authorized Representative

INSURED COPY