



No. G2009-00001759

EVERGUARD® DIAMOND PLEDGE™ ROOF GUARANTEE



OWNER: CHRISTIAN COUNTY COMMISSION, OZARK, MO 65721 PERIOD OF COVERAGE: 15 YEARS
NAME AND TYPE OF BUILDING: CHRISTIAN COUNTY BUILDING
ADDRESS OF BUILDING: 202 ELM STREET, OZARK, MO 65721
SPECIFICATION: TMTA160 AREA OF ROOF: 34.00 SQUARES
APPLIED BY: ALLIED ROOFING SYSTEMS / SPRINGFIELD, MO
DATE OF COMPLETION: 03/01/2009 EXPIRATION DATE: 03/01/2024

THE GUARANTEE

GAF MATERIALS CORPORATION ("GAFMC") guarantees to you, the original owner of the building described above, that GAFMC will repair leaks through the EverGuard® roofing membrane, base flashing, high wall waterproofing flashings, insulation, expansion joint covers, preflashed accessories and coated edge metal (the "EverGuard® Roofing Materials") resulting from the causes listed below while this guarantee is in effect.

Scope Of Coverage - Leaks Caused by:

- 1. Natural deterioration of the EverGuard® Roofing Materials
2. Splits not caused by structural failure or movement of or cracks in substrate roof base or non-GAFMC insulation over which the EverGuard® Roofing Materials are applied
3. Ridges
4. Buckles and wrinkles
5. Workmanship in applying the EverGuard® Roofing Materials

There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAFMC insulation, or any other materials used in the construction of the roof system, are not covered.

GUARANTEE PERIOD

This guarantee ends as of the date listed above. Note: some systems require the use of specialized accessories in the roofing system. Where Lexsuco flashings are used, they are covered by this guarantee only for the first ten years.

OWNER'S RESPONSIBILITIES

In the event of a leak through the EverGuard® Roofing Materials, you must notify the GAFMC Guarantee Services Department, 1361 Alps Road, Bldg. 11-1, Wayne, New Jersey 07470 in writing about the leak within 30 days after its discovery or GAFMC will have no responsibility for any repairs. NOTE: the roofing contractor is NOT an agent of GAFMC; notice to the roofing contractor is NOT notice to GAFMC.

By notifying GAFMC, you authorize GAFMC to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this Guarantee, you agree to pay an investigation cost of \$500. This Guarantee will be cancelled if you fail to pay this cost within 30 days of your receipt of an invoice for it.

You must perform regular inspections and maintenance and keep records of this work. Any equipment or material that impedes any inspection must be removed at your expense so that GAFMC can perform inspections. You must make repairs to the building or roof components not covered under the guarantee that are identified by GAFMC during an inspection as necessary to preserve the integrity of the EverGuard® Roofing Materials. This guarantee will be cancelled if you fail to do so in a timely manner.

You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the EverGuard® Roofing Materials.

EXCLUSIONS FROM COVERAGE

This Guarantee does NOT cover leaks caused by the following or conditions other than leaks:

- 1. Lack of roof maintenance.
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.
3. Damage to the roof constructed of the EverGuard® Roofing Materials due to: (a) movement or cracking of the roof deck or building; (b) improper installation or failure of any non-GAFMC insulation or materials; (c) infiltration or condensation of moisture through or around the walls, copings, building structure or surrounding materials; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; or (e) failure of the wood nailers to remain attached to the structure.
4. Traffic of any nature on the roof.
5. Changes in the use of the building unless approved in writing in advance by GAFMC.
6. Any repairs, modifications or additions to the EverGuard® Roofing Materials after the roof is completed, unless approved by GAFMC in writing in advance.
7. Any condition (e.g., base flashing height or lack of counterflashing) that is not in accordance with the EverGuard Application and Specifications Manual unless specifically accepted by GAFMC in writing.

No representative, employee or agent of GAFMC has the authority to assume any additional liability or responsibility for GAFMC unless approved in writing by an authorized Contractor Services Manager. GAFMC shall not be responsible for or liable for any change or amendment to the EverGuard® roof specifications in regard to the construction of the roof described above, unless the change and/or amendment to the specifications is approved in writing by an authorized GAFMC Contractor Services Manager. NOTE: Any inspections made by GAFMC are limited to a surface inspection only, are for GAFMC's sole benefit, and do not constitute a waiver of any of the terms and conditions of this guarantee.

ASSIGNABILITY

You may assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing within 60 days after ownership transfer; 2) you make any repairs to the EverGuard® Roofing Materials or other roofing or building components that are identified by GAFMC after an inspection as necessary to preserve the integrity of the EverGuard® Roofing Materials; and 3) you pay an assignment fee of \$500. This Guarantee is NOT otherwise assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAFMC, whether any claim against it is based upon negligence, breach of guarantee or any other theory. In NO event shall GAFMC be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this Guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This Guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: This Guarantee becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the Guarantee charge has been paid to GAF Materials Corporation.

This guarantee is applicable only in the U.S.A. and must have a raised seal affixed to be valid.

GAF MATERIALS CORPORATION
1361 ALPS ROAD, BUILDING 11-1
WAYNE, NJ 07470

By- [Signature] Date 03/20/2009