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10 YEAR RESTORATION WARRANTY

Building Name Addison Conference Center & Theatre
 Building Address 15650 Addison Road Addison, TX 75001
 Building Owner City of Addison
 Roof Identification Roof Areas A, H, I, K, L, M, O, P, Q, R, S
 Contractor Tri-Lam Roofing & Waterproofing
 System Type Restoration
 Total Sq./Ft. Coverage 37,000 SQ FT
 Completion Date 9-14-17
 Warranty Value \$375,000.00

Simon Roofing, an Ohio Corporation, guarantees to the Building Owner, subject to the terms, conditions and limitations stated herein, it will repair or cause to be repaired any leaks in the above described SR Products Roof Restoration System as installed by the above named Contractor, for a period of ten (10) years from the date of completion stated above.

Full Coverage

During the term of this Warranty, Simon will, upon prompt written notice by the Building Owner as hereinafter provided, take appropriate action to repair leaks which may occur. Simon will inspect the roof and, if a leak is within the coverage of this Warranty, will at its own expense make or cause to be made all necessary repairs to the Simon Roof Assembly to put it into watertight condition. To the extent any repairs to any part of the building other than the Simon Roof Assembly are required, or the removal or replacement of any traffic surfaces or other appurtenances built over the roof are required in order to put the Simon Roof Assembly in watertight condition, the liability for or expense of any such repair, removal or replacement shall be assumed and paid by the Owner.

Simon's exclusive responsibility and liability under this Warranty is to make repairs that may be required to return the roof to a watertight condition in accord with the obligations which are Simon's responsibility under this Warranty. To the fullest extent permitted by applicable law, Simon hereby disclaims any implied warranties, including any warranty of merchantability and any warranty of fitness for a particular purpose, or, limits such warranty to the duration and to the extent of the express warranty represented by this Warranty.

Limitations

This Warranty is not a maintenance agreement or an insurance policy, and does not obligate Simon to repair leaks if determined to be a result of the following:

- A. Building design or construction.
- B. Damage to the roofing system by any natural disasters, including but not limited to, floods, lightning, hail, earthquakes, hurricane rated winds, etc.
- C. Movement below the roof membrane and flashings.
- D. Misuse of roof surface, abuse, vandalism, civil disobedience, acts of war, exposure to damaging chemicals, including but not limited to, solvents, oils and acids.
- E. Condensation within the assembly or moisture vapor/liquid infiltration throughout, but not limited to, wall, window, etc.
- F. Failure of the Building Owner to promptly notify SR Products in writing and receive written approval for:
 - 1. Changes in building usage.
 - 2. Modifications or additions of items to the existing roof.
- G. Lack of positive drainage.
- H. Metal components other than approved metal.
- I. Loss or erosion of surfacing material including, but not limited to, reflective coatings, granules, or aggregate are not covered by this warranty.

Owner Responsibility

In the event of a leak in the roofing system or flashing assembly, the Building Owner must notify SR Products in writing within ten (10) days after discovery of the leak and provide access to the roof. Regular maintenance is required to keep this warranty in full force and effective. Refer to the SR Products Roof Membrane System Care & Maintenance Information Packet for maintenance guidelines.

As Simon does not practice engineering or architecture, neither the issuance of this Warranty or any review of the building's construction by our representatives shall constitute any additional warranty.

This Warranty becomes effective only upon full payment to SR Products for all materials, services and fees associated with the specified and properly installed SR Products Roofing System.

Transfer of Warranty

This Warranty may be transferred by the Building Owner to a subsequent purchaser of the property by giving no less than ten days written notice to SR Products of such proposed transfer, during which time SR Products will inspect the roofing system to make a written report to the Building Owner and the proposed purchaser of its findings.

Simon hereby assumes no responsibility for incidental or consequential damage to the structure, its contents, loss of time, profits, energy or any inconvenience from any type of roof leak or damage. Simon's sole responsibility hereunder is the cost of repairs to put the membrane assembly into a watertight condition. Simon's total liability during the life of this warranty shall not in any event exceed in dollar value the installed contract price of this SR Products Restoration System as appears above. Simon's maximum liability if limited to the Warranty Value shown above. Following year one, warranty value shall be prorated on a straight line declining value basis over the potential 10 year life of the warranty, and shall not in any event exceed such prorated 10 year life of the warranty, and shall not in any event exceed such prorated amount through the life of the potential warranty period.

Authorized Signature 

Title President

Date 11-2-17