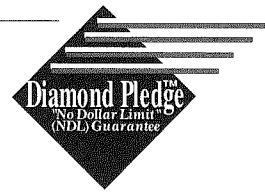




No. GEMA1298-0902

DIAMOND PLEDGE™ ROOF GUARANTEE



Eligible for Extension: N
EZ Maintenance: N

TYPE OF GUARANTEE: GAFGLAS DIAMOND PLEDGE SPECIAL PERIOD OF COVERAGE: 25 YEAR YEARS

OWNER: FAIRFAX COUNTY DEPT. OF PUBLIC WORKS, FAIRFAX, VA 22035

NAME AND TYPE OF BUILDING: MOUNT VERNON POLICE STATION

ADDRESS OF BUILDING: 2511 PARKERS LANE, ALEXANDRIA, VA 22036

SPECIFICATION: I05GP6 AREA OF ROOF: 154.00 SQUARES

TYPE OF FLASHING: NA LENGTH OF FLASHING: NA LINEAL FEET

APPLIED BY: ROOFERS, INC. / BALTIMORE, MD

DATE OF COMPLETION: 10/08/2002 EXPIRATION DATE: 10/08/2027

THE GUARANTEE

GAF MATERIALS CORPORATION ("GAFMC") guarantees to you, the original owner of the building described above, that GAFMC will repair leaks through the GAFMC roofing membrane, base flashing, insulation, expansion joint covers, preflashed accessories, coated edge metal and coating (the "GAFMC 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 GAFMC Roofing Materials
2. Blisters
3. Bare Spots
4. Fish-mouths
5. Ridges
6. Splits not caused by structural failure or movement of or cracks in substrate roof base or non-GAFMC insulation over which the GAFMC Roofing Materials are applied
7. Buckles and wrinkles
8. Workmanship in applying the GAFMC Roofing Materials
9. Slippage of membrane or base flashing

There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, 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 Mcurbs or Lexsoco flashings are used, they are covered by this guarantee **only** for the first 10 years. If the guarantee extension box is checked above, your guarantee can be extended by following the steps explained below

ELIMINATOR™ ADVANTAGE

In addition to the repair of leaks as detailed above, if a Stratavent® Eliminator™ perforated venting base sheet is installed directly over isocyanurate insulation, GAFMC will also make repairs to eliminate blisters that occur between the Stratavent® Eliminator™ perforated venting base sheet and the isocyanurate insulation even if these blisters do not result in leaks.

EZ MAINTENANCE OPTION

Smooth surfaced built up and modified roof systems require reapplication of roof coating on average every three to five years in accordance with normal good roofing practice and to assure that this guarantee remains in full force. Roof systems coated with one coat of BMCA MB Plus or BMCA Surface Seal require coating only once every seven years for the guarantee to remain in full force and effect. Roof systems coated with two coats of BMCA MB Plus or BMCA Surface Seal require coating only once every ten years for the guarantee to remain in full force and effect.

OWNER'S RESPONSIBILITIES

In the event of a leak through the GAFMC Roofing Materials, you must notify the GAFMC Contractor Services Department, 1361 Alps Road, Bldg. 11-2, 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 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 GAFMC 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 GAFMC Roofing Materials.

EXCLUSIONS FROM COVERAGE

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

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 GAFMC 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; or (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil.
4. Traffic on the roof.
5. Changes in the use of the building unless approved in writing in advance by GAFMC.
6. For any asphaltic or thermoset (EPDM) roofing system, conditions that prevent positive drainage or result from ponding water.
7. Any repairs, modifications or additions to the GAFMC Roofing Materials after the roof is completed, unless approved by GAFMC in writing in advance.
8. Any condition (e.g., base flashing height or lack of counter-flashing) that is not in accordance with GAFMC's 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 GAFMC 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, GUARANTEE EXTENSION

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 30 days after ownership transfer; 2) you make any repairs to the GAFMC Roofing Materials or other roofing or building components that are identified by GAFMC after an inspection as necessary to preserve the integrity of the GAFMC Roofing Materials; and 3) you pay an assignment fee of \$500. This Guarantee is NOT otherwise assignable, directly or indirectly.

Your guarantee may be eligible for extension for up to five years depending on the specification. You must 1) notify GAFMC in writing 6 months before or up to 12 months after the expiration date that you wish to extend the guarantee; 2) pay a \$300 inspection fee and 3) make any repairs to the GAFMC Roofing Materials or other roofing or building components that are identified by GAFMC after an inspection as necessary to preserve the integrity of the GAFMC Roofing Materials. An approved roofer must then properly apply the appropriate BMCA liquid membrane to your roof, and notify GAFMC that it is complete

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 WARRANTY OR 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 warranty 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.

GAF MATERIALS CORPORATION
1361 ALPS ROAD
WAYNE, NJ 07470
By:  Date: January 14, 2003