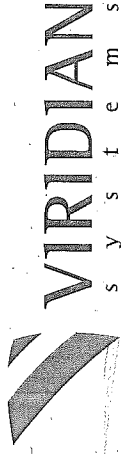


300 Southwest Avenue
Tallmadge, OH 44278

PHONE: 330-634-0454
FAX: 330-634-0453

www.viridiansystems.net



CONGRATULATIONS!

At Viridian Systems you will find the people, solutions and performance that only a LEADER in the development of advanced roofing systems and services can provide. The Viridian Systems Warranty is a promise of a QUALITY ROOF and of QUALITY SERVICE into the future.

Enclosed in this package you will find:

- Your Viridian Systems Warranty
- Your Care and Maintenance Guide to help show you how to take the steps that are required to maximize the long-term performance of your roof. Such care can keep your roof performing long after the warranty has expired.
- Information on pre-paid maintenance services that are available through Viridian. Most Viridian warranties come with ProFormance Service (approximately 18-month intervals) at no charge during the initial 5-year term. Please refer to your warranty documents to confirm if a ProFormance Service program is part of, or was purchased with your warranty.

Please review this information and call us if you have any questions. We are pleased to have been able to serve your roofing needs and look forward to providing valuable services to you in the future. We know you have many choices in the marketplace and we thank you for choosing to work with us.

Sincerely,

Viridian Systems

A handwritten signature in black ink that reads 'Ron Utzler'.

Ron Utzler
Warranty Manager



Metal Roof and Wall Systems

**Precoated SIGNATURE® 300 Coil/Flat Sheet
PRECOATED 70% FLUOROPOLYMER
LIMITED WARRANTY**

MBCI, a division of NCI Group, Inc. (hereinafter referred to as "Supplier") warrants that its coated metal (the "Product"), effective from the date of shipment from Supplier's plant, will perform in accordance to the following Signatures® 300 Warranty:

PERFORMANCE SUMMARY

- A. **FILM INTEGRITY:** The paint film WILL NOT crack, check, or peel for a period of twenty-five (25) years for side wall and roof applications, except; Scarlet Red, in which case the period is twenty (20) years. Cracking is defined as breaks in the flat coating as opposed to breaks in the film caused by metal forming, which is not warranted hereunder.
- B. **CHALK AND FADE:** The paint film WILL NOT:
 - (1) For a period of twenty-five (25) years, chalk in excess of a numerical rating of 8 for vertical or non-vertical panel applications when measured in accordance with the standard procedures as defined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paints", ASTM D4214, except; Scarlet Red, in which case the period is five (5) years, or
 - (2) For a period of twenty-five (25) years, fade or change in color in excess of 5 color difference units, for vertical or non-vertical panel applications, measured in accordance with ASTM D2244 on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original (unexposed) painted surfaces, except; Scarlet Red, in which case the period is five (5) years. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

TERMS AND CONDITIONS

- 1. This warranty covers the Product exposed to normal atmospheric conditions (which term excludes exposure to salt spray or corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes) in the continental United States, Alaska or Canada, unless Supplier agrees otherwise in writing. This warranty shall not apply where Product failure is the result of fire, other accident or casualty, vandalism, salt spray, atomic radiation, harmful fumes or foreign substances in the atmosphere, acts of God, or other such occurrences beyond Supplier's control.
- 2. This warranty will not extend to or cover damages to the Product due to improper packaging, shipping or processing as specified in the National Coil Coaters Association Technical Bulletin No. IV- (7), improper handling (whether pre-erection or during erection), improper storage, improper erection, or improper installation (which includes failure to permit drainage of standing water.)
- 3. Microscopic crazing of the film on formed radii is considered normal and is not to be construed as film cracking.
- 4. This warranty does not apply in the event of deterioration to the Product caused directly or indirectly by Product contact with inferior fasteners. Selection of suitable long-lasting fasteners to be used with Supplier's Product rests solely with the Purchaser.
- 5. The improper use of Supplier's seaming equipment or use of seaming equipment obtained from a party other than the Supplier may result in this and all warranties being void.
- 6. This warranty will not extend to or cover:
 - a) Damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the Product prior to installation.
 - b) Water damage to the Product after leaving the possession of the Supplier.
 - c) Damage to the Product caused by shipping, handling, and/or installation, storing, erecting and/or handling of the Product on the job site and/or any act or acts of negligence of the purchaser or any third party after the Product leaves the possession of the Supplier.
 - d) Damage to the Product as a result of standing water in non-vertical application.
 - e) Damage to the Product caused by contact with, or water run-off from, lead, copper, graphite or other dissimilar material. This includes, but is not limited to, A/C condensation and treated wood.
 - f) Damage to the Product caused by contact with, or allowing panel cut edges to be in continual contact with water, damp insulation, soil or vegetation i.e. setting wall panels directly on the concrete sheathing notch or base trim.
 - g) Damage caused by manufacturing processes including, but not limited to, press breaking or roll forming of Product; and
 - h) Damage caused by embossing performed by any party other than Supplier.
- 7. Purchaser shall exercise diligence in inspection of the Product as received from Supplier prior to use so as to mitigate expense involved to Supplier under this warranty.
- 8. This warranty does not apply to the interior or reverse side finish nor does it extend to the Product used in interior (not atmospherically exposed) applications.
- 9. This warranty does not apply to perforated material.
- 10. This warranty applies only to the paint film on the Product and does not cover in any way any other aspect of the Product.
- 11. If the Product fails to perform as indicated under the terms of Performance outlined above, Supplier shall have no liability with respect thereto except, at its sole option to repaint, replace, or restore the failed Product, which shall be the purchaser's sole and exclusive remedy. When Supplier chooses to replace the defective Product, its sole obligation is for the replacement of the Product only. Supplier shall not be liable for any expenses connected with labor for the replacement of the defective Product or any consequential damages. Repainting shall not necessarily be with 70% PVF2/PVDF. In no event, however, shall Supplier's responsibility extend to any consequential damages, or for any special, indirect, or consequential loss of profits or any other incidental, general, special, or compensatory damages to anyone because such Product may have been nonconforming. In all cases Supplier reserves the right to approve and negotiate the contract for such repainting or restoring. The warranty on any repainted, replaced or restored Product supplied hereunder shall be for the unexpired portion of the warranty period applicable to the original Product.

**Precoated SIGNATURE® 300 Coil/Flat Sheet
PRECOATED 70% FLUOROPOLYMER LIMITED WARRANTY**

TERMS AND CONDITIONS (CONT.)

12. Claims must be reported in writing to Supplier within thirty (30) days after discovery of nonconformance. Adequate identification of the material involved in the claim, including date of installation, Supplier order number, Supplier invoice number, and date of shipment must be established by Buyer. A copy of this document must be presented to Supplier at time of claim. All notices given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested to:

NCI Group, Inc.
P.O. Box 692055
Houston, TX 77269-2055
Attn: Claims Department

13. No terms or conditions other than those stated herein and no agreement or understanding, oral or written in any way purporting to modify this warranty shall be binding on Supplier unless made in writing and signed by the President of Supplier.

14. This warranty shall extend to the original Building Owner and is non-assignable and/or non-transferable. Should the Owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void and of no legal effect.

15. Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Texas, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Houston, Harris County, Texas, (iii) this Warranty is capable of being performed in Harris County, Texas, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Harris County, Texas, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Texas law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

16. **FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.**

17. Notwithstanding the foregoing, the warranty coverage provided above by Supplier shall be expressly limited to and shall include only such warranty coverage on coatings applied to Supplier's Product by the original supplier(s) thereof. Any and all such warranty coverage available from Supplier shall apply only to the same extent that such warranty coverage is available from the original supplier thereof. To the extent that warranty coverage from such supplier(s) is unavailable for any reason whatsoever, Supplier shall not have any further liability to purchaser or any other party.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT PRODUCED BY SUPPLIER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SUPPLIER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE COST OF THE AMOUNT OF THE MATERIALS, EXPRESSLY EXCLUDING LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND ANY OTHER ADDITIONAL EXPENSES. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE SUPPLIER'S PRODUCT.

Signature* is a registered trademark of NCI Group, Inc.

Richard Byrd Community Library -- Springfield, VA

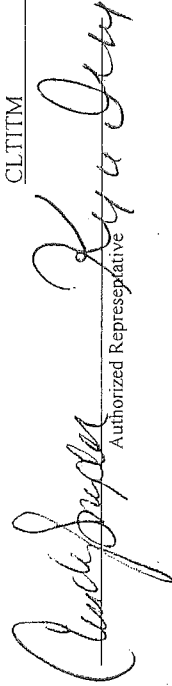
Project Name

3282557

Manufacturer's Job #

CLTITM

Color(s)


Authorized Representative

September 16, 2010

Date



VIRIDIAN
S Y S T E M S

300 Southwest Avenue – Tallmadge, OH 44278
Leak Service Agent: 800-872-7684
Bus: 330-634-0454 Fax: 330-634-0453

ROOF MEMBRANE WARRANTY

Building Name RICHARD BYRD LIBRARY

Building Address 7250 COMMERCE STREET, SPRINGFIELD, VA 22150

Building Owner FAIRFAX COUNTY BOARD OF SUPERVISORS

Roof Identification NEW CONSTRUCTION

Contractor AEGIS CONSTRUCTION (KELLER BROTHERS, INC. – GENERAL CONTRACTOR)

System Type ASPHALT BUR W/MB CAP

Flashing Type HOT COMPOSITION

Total Sq./Ft. Coverage 18000 SQ. FT. Warranty #: 33240-96595

Lin. Ft. Flashing 250 LIN. FT.

Completion Date 8/11/2010 Warranty Term 20-YEARS

Viridian Systems ("Viridian"), warrants to the above-named Building Owner ("Owner") that, when the Viridian roof membrane is installed in accordance with current Viridian-approved specifications, Viridian will, at Viridian's expense, repair the roofing membrane as necessary to stop any leaks about which Viridian has received written notice during the Warranty Term, subject to the terms and conditions of this Warranty. Owner acknowledges and agrees that such repair will be Owner's sole and exclusive remedy under this Warranty.

The cost of removal or replacement of overburden and all roof system components, except the Viridian membrane, shall be borne by the Owner, and will be completed by a Viridian approved contractor and with Viridian approved materials.

This Warranty will commence as of the date of completion as indicated above and will extend for the Warranty Term indicated above, subject to the terms and conditions of this Warranty, but this Warranty will become effective only upon Viridian's and the installing applicator's receipt of full payment of all invoices for services and materials used in connection with installation of the roofing membrane, and any delay in the effective date of this Warranty due to non-payment will not extend the Warranty Term indicated above. This Warranty is not assignable, or transferable, directly or indirectly, as a result of the sale of the premises or otherwise.

OWNER RESPONSIBILITIES

- * In the event of a leak in the roofing membrane or flashing membrane system, the Owner will immediately notify Viridian's service agent at 1-800-872-7684, and confirm in writing to Viridian at the address specified above. In order to be eligible for coverage under this Warranty, Viridian must receive written notice of a leak prior to expiration of the Warranty Term.
- * By notifying Viridian, you authorize Viridian to investigate the cause of the leak or claim. If the investigation reveals that the leak or claim is not covered by this Warranty, you agree to pay an investigation cost of \$500. This Warranty will be cancelled if you fail to pay this cost within 30 days of the receipt of an invoice for it.
- * The Owner will provide Viridian, or its agent, free access to the building and roof during regular business hours over the Warranty Term.
- * The Owner will notify the general office of Viridian at the address specified above in writing of any proposed modification, repair or addition, on or through the roof or base flashing for each situation occurring after the completion date on this Warranty prior to the commencement of any proposed modification, repair or addition. Drawings or plans showing the location of the proposed changes must be provided to and approved by Viridian prior to commencing work on any such modification, repair or addition. Any roofing modification, repair or addition must be completed with Viridian material installed by a Viridian approved contractor.
- * In the event repairs are required which are not covered by this Warranty, Viridian will advise Owner of such repairs and Owner will be required to make such repairs at Owner's expense, using Viridian materials and a Viridian approved contractor. If, within thirty (30) days after Viridian advises Owner of the Non-Warranty required repairs, such required repairs are made as provided in the foregoing sentence, this warranty shall remain in effect for the unexpired portion of the Warranty Term. If Owner does not make the required repairs within such thirty (30) day period, this Warranty shall be automatically terminated without further notice from Viridian.
- * The Owner will provide Viridian with prior written notice of any changes in the original usage of the building within thirty (30) days prior to implementation of such change in usage. If, in Viridian's sole judgment, Viridian determines that such change in usage would materially and adversely impact the roofing system, this Warranty will terminate unless Owner obtains the prior written consent of Viridian to implement such change in usage and further agrees to take such other action or make such other repairs, additions or modifications to the roofing system as recommended by Viridian in connection with such proposed change in use.
- * Viridian recommends that Owner participate in the Preventative Maintenance Service Plan offered by Viridian. Contact Viridian for details. Refer to Viridian's Care and Maintenance Guide for required maintenance guidelines. A copy of the Care & Maintenance Guide has been provided with your Viridian Warranty Packet, an updated version can be obtained from Viridian's website (www.viridiansystems.net).

OWNER ACKNOWLEDGES AND AGREES THAT THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND VIRIDIAN HEREBY EXPRESSLY DISCLAIMS ALL OF SUCH OTHER EXPRESS AND IMPLIED WARRANTIES.

INSPECTION REQUIREMENTS

OWNER MUST REQUEST, IN WRITING, AN INSPECTION EVERY FIVE YEARS DURING THE WARRANTY TERM. THE INSPECTION REQUEST MAY BE MADE ANYTIME BETWEEN THE SIXTH AND TENTH MONTH OF THE FIFTH YEAR OF THE WARRANTY TERM; THEN EACH FIFTH YEAR ANNIVERSARY THEREAFTER.

UPON RECEIPT OF SUCH REQUEST, VIRIDIAN WILL PROVIDE AN INSPECTION OF THE ROOF SYSTEM TO DETERMINE WHETHER ANY REPAIRS NOT COVERED BY THIS WARRANTY ARE REQUIRED TO MAKE THE SYSTEM ELIGIBLE FOR THE ADDITIONAL FIVE-YEAR CONTINUATION OF THIS WARRANTY, SUBMITTING A DETAILED INSPECTION REPORT TO THE OWNER OUTLINING THE NATURE AND EXTENT OF SUCH REQUIRED REPAIRS.

After the Owner has caused any such non-covered required repairs to be made (at Owner's sole expense and by a contractor approved by Viridian and using Viridian-approved materials) and notifies Viridian in writing of its desire for this Warranty to continue no later than sixty (60) days prior to expiration of the then-current five-year increment of the Warranty Term, Viridian will then provide a re-inspection of the roofing membrane's acceptability for a five-year warranty continuation. The cost of both inspections will be paid by the Owner. Provided the above inspection requirements are met, this Warranty will be continued until and subject to, the next inspection requirement.

LIMITATIONS OF WARRANTY

This Warranty is not a maintenance agreement or an insurance policy. Because Viridian does not practice Engineering or Architecture, neither the issuance of this Warranty nor any review of the Building's construction or inspection of roof plans (or the building's roof deck) by Viridian's representatives shall constitute any warranty by Viridian of such plans, specifications or construction or in any way constitute an extension of the terms and conditions of this Warranty.

This Warranty is valid only when applied by a Viridian-approved roofing contractor. All repairs, modifications or additions must be authorized in advance by Viridian and be completed using a Viridian approved contractor and Viridian approved materials. This Warranty shall not be applicable and may be void if, in the sole judgment of Viridian, any of the following shall occur:

- I. The roofing membrane is damaged by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage, insects, animals, etc.
 - II. The roofing membrane is damaged by structural movement or failure or movement of any material underlying the roofing membrane or base flashing.
 - III. The roofing membrane is damaged by acts of negligence, misuse, or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience, or acts of war.
 - IV. Discoloration or change in the visual appearance of the roof membrane or Viridian top coating.
 - V. Damage to the roofing membrane resulting from:
 - A. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - B. Lack of positive drainage.
 - C. Movement or deterioration of components not supplied by Viridian that are adjacent or built into the roof membrane or base flashings.
 - D. Contaminant attacks on the roofing membrane by chemicals which have not been approved or accepted by Viridian.
 - E. Building design or construction.
 - F. Traffic or storage of materials on roof.
 - G. Defects in, failure or improper application of the underlying or material used as a base which the roof membrane is applied.
 - H. Acts of parties other than Viridian or Viridian's authorized roofing contractor.
 - I. Loss or erosion of surfacing materials including, but not limited to, reflective coating, granules, vegetated overburden or aggregate.
 - VI. Failure of the Owner to notify Viridian in writing and receive written approval of:
 - A. Changes in the usage of the building in accordance with Owner Responsibilities set forth herein.
 - B. Modifications, repairs or additions to the roofing membrane.Refer to Guidelines for Adding or Modifying Rooftop Equipment in your Care and Maintenance Guide for process details.
 - VII. Failure of the Owner to comply with each and every term or condition stated herein.
 - VIII. Failure of the Owner to properly maintain the roof as described in the Care and Maintenance Guide that accompanies this warranty.
- VIRIDIAN HEREBY DISCLAIMS AND ASSUMES NO RESPONSIBILITY FOR (AND OWNER AGREES TO INDEMNIFY AND HOLD VIRIDIAN HARMLESS AGAINST ALL LOSS, COSTS AND EXPENSES INCURRED BY VIRIDIAN DUE TO OR ARISING FROM) ANY DAMAGE THAT OCCURS TO THE STRUCTURE OR INTERIOR OF THE STRUCTURE, INCLUDING THE CONTENTS THEREIN, FROM ANY TYPE OF LEAKS. VIRIDIAN FURTHER SHALL NOT BE LIABLE FOR ANY OTHER CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM, RESULTING FROM OR DUE TO MOLD, MILDEW OR ALGAE. OWNER'S SOLE REMEDY AND VIRIDIAN'S SOLE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS ARISING UNDER, IN CONNECTION WITH OR IN ANY WAY RELATING TO A LEAK IN THE ROOF MEMBRANE IS THE COST OF REPAIR OF THE ROOFING MEMBRANE.**

This Warranty shall be constructed under and in accordance with the laws of the State of Ohio. Any disputes or claims arising under, as a result of or in connection with this Warranty shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in Cleveland, Northern District, Ohio, and the Owner hereby irrevocably consents to the personal jurisdiction of such courts.

In the event that any one or more of the provisions contained in this Warranty shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

This Warranty constitutes the sole and only warranty of Viridian and supersedes any prior understandings of written or oral warranties between the parties respecting the subject matter within.

The absence of Owner's signature below shall not impact the validity or enforceability of this Warranty

Warranty Acceptance: The Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.



By 

Authorized Owner Representative Name (Print)

Warranty Manager

Signature

Title

Date

12/10/2010

Date



Committed to continual improvement in our Quality and Environmental Management System.



VIRIDIAN

S Y S T E M S

300 Southwest Avenue -- Tallmadge, OH 44278
Leak Service Agent: 800-872-7684
Bus: 330-634-0454 Fax: 330-634-0453

Five (5) Year Proformance INITIAL SERVICE PROGRAM

Building Name RICHARD BYRD LIBRARY

Building Address 7250 COMMERCE STREET, SPRINGFIELD, VA 22150

Building Owner FAIRFAX COUNTY BOARD OF SUPERVISORS

Roof Identification NEW CONSTRUCTION

Contractor AEGIS CONSTRUCTION

System Type ASPHALT BUR W/MB CAP

Flashing Type HOT COMPOSITION

Total Sq./Ft. Coverage 18000 SQ. FT.

Lin. Ft. Flashing 250 LIN. FT.

Completion Date 8/11/2010 Rider to Warranty #: 33240-96595

As a separate agreement from your Viridian warranty, Viridian or its agent will conduct preventive maintenance three times in approximately 18-month intervals.

Services include:

- Repairs to parapet wall or unit flashings as needed.
- Miscellaneous repairs to accessible roof membrane.
- Repair pipe flashings as needed.
- Refastening of loose termination bar or counter-flashing.
- Recaulking open seams in metal.
- Cleaning of debris from roof drains and scuppers.

Inspection information and records of all work performed on the roof areas throughout the term of the service will be provided to the Owner via secure on-line database accessible from any internet connection. The database will be updated and revised after each site visit with inspection information and records of work performed during the site visits.

Service includes normal maintenance work only. Damage due to negligence of other contractors, maintenance personnel or any other person permitted on the roof is not covered under this maintenance program.

Any emergency service or repair work which may be required other than scheduled maintenance will be billed at the normal service charge rate.

Charges

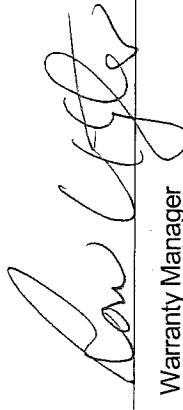
Quotes for any major repair work required to keep the system operating properly, and is not covered by the warranty or normal maintenance, will be submitted in advance to the client for approval. All prices subject to applicable sales and use taxes.

Limitation of Liability

Viridian will not be liable for any delay in furnishing or failure to service due to fire, flood, strike, lockout, war, act of God, or any cause beyond reasonable control.

Viridian or it's agent responsibility for injury to persons or property that may be caused by or arise through the maintenance, service, functioning, or use of the system(s) shall be limited to injury caused directly by our negligence in performing our obligations under this agreement and, in no event, shall we be liable for speculative, indirect or consequential damages.

NOTE: The Viridian Proformance Service Program does not absolve the Building Owner/Customer of maintenance responsibility that is required to keep any Viridian warranty in full force and effective. Refer to the Viridian Roof Membrane System Care and Maintenance information Packet for maintenance guidelines.

By 

Title: Warranty Manager

Date: 12/10/2010



Committed to continual improvement in our Quality and Environmental Management System.