

BLDG [305]
BOSELWORTH BLDG

Warranty No. I- 3104

Applicator's Copy Full System Limited Roof Warranty



326 Mt. Tabor Road New Albany, IN 47150 Phone (812) 206-7700 Fax (812) 206-7701 www.lrcroof.com

Owner : University of Kentucky
Contact Tony Day
Address: 800 Rose St. Kelly Building
Lexington, KY. 40536
Phone: 859-323-0685 Fax: 859-323-1926
Email: tday@email.uky.edu
Name: UK--HSRB Building
Location : 1095 Virginia Ave. Lexington, KY, 40536
Size: 20,027 Sq. Feet
Completion Date: 06/21/2010

Owner's Signature [Signature]
(Signature indicates Owner has read, understands and accepts the terms and conditions of this warranty.)
Owner's Title Project Manager
Date: 6/30/10
Warrantor Signature [Signature]
Name Tim Adams, Warranty Administrator
Date: 06/29/2010

WARRANTY TRANSFER
This warranty is transferable to subsequent owners after an inspection by IRC and a transfer fee payable to IRC. The warranty will remain in effect for the remainder of the original period. If transfer fee is not paid within ten days of resale date, this warranty will become null and void.

WARRANTY LIMITATIONS

COMPONENTS NOT COVERED
IRC shall not be liable for any damage to the substrate, to the structure itself, or to the contents of the structure. IRC will not be responsible for any inconvenience caused by any consequential or incidental situation or damages that may occur relating to your repair.

WARRANTY LIMITS
The warranty does not cover damage or failure of the system caused by or due to the following:

- Lightning, earthquake, windstorm, hurricane, tornado, hail, fire or other acts of God.
- Settlement, movement, deflection or any other failure of the structure.
- Abuse by owner, vandalism, damage or attack by third parties.

Owner's failure to pay, when due, the contract price for installation of the systems voids this warranty.

Any roof repairs performed by any party other than IRC may cause this warranty to become void in the sole discretion of IRC unless the repairs are approved by IRC in writing prior to the repairs being performed.

TERMS AND CONDITIONS

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Insulated Roofing Contractors (IRC) expressly warrants to Owner that the aluminum coating applied to the structure described above will remain free of water leaks due to the deterioration of the aluminum coating resulting from ordinary weathering, or improper workmanship in the installation of the aluminum coating for a period of 2 (Two) years from the above completion date. This includes all materials and labor necessary for aluminum coating repair.

CLAIMS AND REPAIRS

WARRANTY CLAIM PROCEDURE
Call (800)635-6996 or log onto www.lrcroof.com to open a claim.

WARRANTY PROVISIONS
This warranty is between IRC and the listed Owner. Warranty begins 06/21/2010 and ends 06/21/2012. During this contract period, IRC will at its own expense, repair water leaks which are due to the improper workmanship in applying the aluminum coating.

SERVICE CALLS
If after inspection by IRC, it is determined that the problem is not with or caused by the aluminum coating, a service fee plus transportation will be charged for each service call.

NEOGARD MAINTENANCE AGREEMENT

The Neogard Division of Jones-Blair and Insulated Roofing Contractors, hereinafter called the "Applicator", jointly and severally guarantee to University of Kentucky, hereinafter called "Owner", subject to the terms and conditions of this guarantee, to maintain the integrity of approximately 28 squares of Permathane installed by Applicator on the following building(s) or structure(s) UK Medical Center Annex #5, 1096 Veterans Dr., Lexington, KY 40536. The effective period of this guarantee is from June 23, 2009 to June 23, 2019. Under this maintenance guarantee, Neogard and Applicator agree to repair leaks or membrane failures which are caused by faulty material or workmanship or by ordinary wear and tear and which are not caused by any of the causes excluded from coverage (see reverse side).

It shall be the Owner's responsibility (1) to give each of NEOGARD and Applicator written notice within 30 days following the discovery of any leaks or membrane failure, but in no event later than the expiration date of the guarantee, (2) to secure necessary approval and release of liability from the building occupants who might be affected by the repair operations, and (3) to remove, at Owner's expense, all obstructions from the affected area as determined by NEOGARD or Applicator that would hinder or impede repairs being made in the most expedient and least expensive manner possible.

In consideration of the agreement of NEOGARD and Applicator to make such repairs for the time period specified, the Owner hereby agrees to hold each of NEOGARD and Applicator harmless from and against all claims, demands and causes of action of every kind and character and without regard to the negligence of either NEOGARD or Applicator, arising in connection with this Maintenance Agreement in favor of owner on account of any property damage or personal injury resulting from leaks, membrane failure, or operations necessary to repair said leaks or membrane failure.

The guarantee period, is shown above; however, neither NEOGARD nor Applicator will be obligated to perform maintenance until all payments and other contractual obligations have been fulfilled. This Agreement will become null and void if any persons not specifically authorized in writing by NEOGARD and Applicator perform any repairs to the installation herein described or if any material is used which is not specifically authorized in writing by NEOGARD. The Licensed Neogard Applicator is an independent contractor of, and should under no circumstances be viewed as an employee or agent of, the Neogard Division of Jones-Blair.

THIS GUARANTEE IS ISSUED IN LIEU OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF NEOGARD AND APPLICATOR.

In no event shall NEOGARD or Applicator be liable for any consequential damages or for damages to the building or its contents or injury to its occupants. This guarantee shall be governed by, and construed in accordance with, the laws of the State of Texas, United States of America.

NEOGARD DIV. of JONES-BLAIR

AUTHORIZED APPLICATOR

By: [Signature] Dennis Bigley

Firm: Insulated Roofing Contractors

Title: Technical Department Manager

By: [Signature]

Title: Warranty Adm.

OWNER

Issue No: 14678

Firm: University of Kentucky

Date: August 12, 2009

By: [Signature]

Title: Project Manager

See Reverse Side

Arbitration

Any controversy relating to the terms of this warranty shall be settled by binding arbitration administered by the American Arbitration Association, and the parties hereto irrevocably consent to such arbitration to be conducted in Dallas, Texas.

Transferability

The rights of the owner to effect an assignment of its rights, interests or obligations under this agreement shall be subject to the following express conditions: (i) the Owner's satisfaction of its obligation to give notice to NEOGARD and to Applicator pursuant to the terms hereof; (ii) the completion by NEOGARD of a full inspection, unrestricted by the Owner, of the premises constituting project building(s) named on this Maintenance Agreement and (iii) the completion of any and all repairs to the premises constituting the project building(s) named on this Maintenance Agreement which are deemed necessary by NEOGARD, in its sole discretion, following such inspection.

Exclusions from Coverage:

- (1) Damage caused by use of the Neogard system in a manner for which it is not normally intended or for which it is not designed.
- (2) Damage to the membrane caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, cyclones, tornadoes or other winds or gusts exceeding Force 11 on the Beaufort scale, lightning or hail.
- (3) Damage to the membrane caused by falling objects.
- (4) Damage to, or failure of, the membrane in any manner caused or contributed to by:
 - (a) Settlement, cracking, warping, expansion, contraction, deflection, or other movement of the roof deck, roof insulation, walls, foundations or any part of the building greater than 1/16 of an inch at its widest point; or
 - (b) Movement of construction components not furnished by Neogard greater than 1/16 of an inch at its widest point; or
 - (c) Solid or liquid deposits of any substance other than those for which the Neogard system was designed; or
 - (d) Infiltration or condensation of moisture in, through or around the walls, copings, building structure or underlying or surrounding materials.
- (5) Damage to, or failure of, the membrane due to repair, alteration, or modification of the membrane, the membrane foundation or attachments to or projection through the membrane or structures, furniture or equipment placed on the membrane unless authorized by Neogard in writing.
- (6) Items not part of the membrane are not included within the protection unless provided by Neogard. Examples of these items are: Roof Insulation, underlying roof deck, vapor barrier, metal work, drains, expansion joints, construction joints, skylights, vents, or flashing, or any other material not supplied by Neogard.

Special Exclusions:

- (7) Roofs designed or constructed to hold water.
- (8) Damage to or failure of the membrane in any manner caused or contributed by the following:
