

RED SHIELD**WARRANTY****ROOFING SYSTEM LIMITED WARRANTY**Warranty #RR000190 FBPCO # I03946 Square Footage 011000 s.f.Building Owner SHELBY ESTUS REALTYBuilding Identification ECKERD'S DRUG STOREAddress of Building 2520 SPENCER HWY.PASADENATX 77504Warranty Period TWENTY (20) Years Beginning on 03/17/97Roofing Contractor BA-COR ENT. INC. (06705)

For the warranty period indicated above, Firestone Building Products Company ("Firestone"), Division of Bridgestone/Firestone, Inc., warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions, Limitations, and Definitions set forth below, repair any leak in the Firestone Roofing System ("System").

TERMS, CONDITIONS, LIMITATIONS, AND DEFINITIONS

1. The System is limited to mean the Firestone brand membranes, Firestone brand insulations, and other Firestone brand accessories when installed in accordance with Firestone technical specifications.
2. In the event any leak should occur in the System: (a) The Owner must give written notice to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak; (b) If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions, Limitations and Definitions set forth below, the Owner's sole and exclusive remedy and Firestone's liability shall be limited to the repair of the leak; (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions, Limitations and Definitions set forth below, investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Red Shield Roof System Limited Warranty ("Limited Warranty") null and void. If the cause of the leak is determined by Firestone to be outside the scope of this Limited Warranty, Firestone shall advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by final and binding arbitration in accordance with the American Arbitration Association's rules for the construction industry.
3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the System.
4. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, winds in excess of 55 MPH, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the System or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Firestone Roofing Care and Maintenance Requirements;" (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the System, which damages the System, or which impairs the System's ability to resist leaks; (g) Alterations or repairs to the System not approved in writing by Firestone; (h) The architecture, engineering, construction or design of the roof roofing system, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (i) A change in building use or purpose; (j) Failure to give proper notice as set forth in paragraph 1(a) above.
5. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
6. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System which are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the System for inspection and/or repair.
7. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
8. This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without regard to conflict of laws.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY THE PRESIDENT OF FIRESTONE OR A PERSON TO WHOM HIS AUTHORITY HAS BEEN DELEGATED IN WRITING. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANYBY: George Furman

AUTHORIZED

SIGNATURE: George FurmanTITLE: Manager, Product Services**Firestone**

Firestone

NOW THAT YOU HAVE A NEW FIRESTONE ROOFING SYSTEM...

Congratulations on your purchase of a Firestone Roofing System! Your new roof is a valuable asset and as such should be properly maintained. All roofs require periodic maintenance to perform as designed and to keep your Limited Warranty in full force and effect. The "Firestone Roofing Care And Maintenance Requirements" printed on the back of your Firestone Roof System Limited Warranty contain a number of important requirements to assist you in maintaining a watertight roof for many years. These maintenance requirements call for the roof to be inspected at least twice yearly. Although this inspection can be performed by any qualified person selected by you, **Firestone recommends that at least one inspection every year be conducted by the Firestone Licensed Applicator who installed your roof.**

Whenever an inspection of the roof is performed, Firestone recommends that the following items be included:

1 ROOF CONDITIONS REQUIRING PERIODIC INSPECTION:

Periodic inspection of the following items is very important to assure that the Firestone Roofing System not been exposed to conditions not covered by Firestone's Limited Warranty:

- a. **Roof Traffic & Walkways:** As stated in Firestone's System Design Instructions for all Firestone Roofing Systems, "Walkways help protect the membrane from damage due to necessary roof-top service traffic." Please note that walkways should be maintained at all roof access points, around all mechanical equipment which requires maintenance and at all areas where roof traffic more frequent than once a month is anticipated. **If, because of traffic requirements, walkways need to be installed on your roof, contact your Firestone Licensed Applicator before proceeding.**
- d. **Discharges:** All components of the Firestone roof system must be protected from discharges, such as petroleum products, greases, oils and fats, acids and the like. If the building will have any such discharges, please contact Firestone for suggested methods of protection. **If, because of the presence of chemical discharges, protection measures are recommended, contact your Firestone Licensed Applicator before proceeding.**