



## SPECIFICATION® WARRANTY

WARRANTY NO. 98349

Building Name ECKERDS

Building Address 1204 Lufkin Avenue, Lufkin, TX

Building Owner Lufkin SE, LP

Owner's Address 1800 Bering Street, Suite 495, Houston, TX 77057

Approved Roofing Contractor Larry Miller Roofing

Roofing Contractor's Address 520 Fountain Parkway, Grand Prairie, TX

Completion Date 10-15-97

Roof Specification No. SBS-4-F-M Roof Areas (sqs.) 120

Flashing Type \_\_\_\_\_ Flashing (lin. Ft.) \_\_\_\_\_

Insulation Type Hy-Therm ISO & Celotherm Perlite

Thickness 2" & 3/4" Insulation Area (sqs.) 120


Expansion joint cover (type) \_\_\_\_\_

Deck Type MetaI

In consideration of the purchase and use exclusively of its roofing products on the building described above, Celotex Corporation ("Celotex"), represents to the Owner ("Owner") of the building that, subject to the terms and conditions, exclusions and limitations stated herein, Celotex will repair any leak(s) in the Celotex roof membrane and base flashing ("Roofing System") for a period of 20 years, starting on the date of completion of the Roofing System.

This Celotex Specification Warranty shall apply ONLY TO THE ORIGINAL OWNER named herein. It cannot be transferred to or for the benefit of any tenant, purchaser, successor or assignee of the original Owner.

IN WITNESS WHEREOF, CELOTEX has caused this document to be executed by its authorized representative, this 18th day of February, 19 98

BY:   
Brian F. Troy  
Vice President - Marketing

### TERMS AND CONDITIONS

- (1) The Roofing System must be installed by a Celotex Approved Roofing Specification Contractor.
- (2) Owner shall give Celotex written notice within ten (10) days of the discovery of any leak(s) in the Roofing System. Such notice shall be sent to Celotex at the address set forth below.
- (3) During the term of this Specification Warranty, Celotex, its agents or employees, shall have free access to the roof of the building during regular business hours.
- (4) Any inspection conducted by Celotex may require that adequate samples of the Roofing System be taken from the building to which it is installed for testing by Celotex to evaluate any claim of a purported defect or deterioration. Refusal by the owner to permit removal of samples for testing constitutes a waiver of the claim for such defect and deterioration.
- (5) Celotex shall have no obligation under this Specification Warranty until all bills for initial installation, service and products have been paid in full to the Celotex Approved Specification Roofing Contractor.
- (6) If upon inspection, Celotex finds that the leak(s) in the Roofing System are caused by defects in the Celotex roofing materials or, if applicable, errors in workmanship, Owner's sole remedy and Celotex's liability shall be limited to Celotex's repair of such roofing materials.
- (7) Celotex's failure at any time to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such terms or conditions.

See Reverse Side for Exclusions and Recommendations

## ACTION

Following notification of any leak(s), Celotex will inspect the roof, and if leak(s) are found that were caused by conditions covered in this Specification Warranty, Celotex will have the repairs made and will pay for such repairs subject to the terms and conditions, exclusions and limitations of this Specification Warranty. If Celotex finds that the cause of leak(s) is not covered under the terms and conditions, exclusions and limitations of this Specification Warranty, Celotex will not be responsible for the cost of any repairs.

## EXCLUSIONS

This Celotex Specification Warranty does not cover and Celotex disclaims liability for leaks or other roof problems from the following causes:

- (1) Damage to the Roofing System caused by lightning, hail, earthquake, tornado, hurricane, gale, flood, malicious mischief, vandalism, chemical or organic deposit or other natural disasters, acts of God, or disasters beyond the control of Celotex.
- (2) Damage to the Roofing System caused by (a) abuse or abnormal use of the Roofing System, or (b) any deliberate or negligent act resulting in damage to the Roofing System.
- (3) Damage to the Roofing System resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
- (4) Damage to the Roofing System caused by unauthorized repairs, alterations or modifications, or other work on or through the roof done without prior written approval by Celotex of the methods and materials to be used.
- (5) Damage to the Roofing System caused by improper or inadequate maintenance.
- (6) Damage to the Roofing System caused by falling objects.
- (7) Damage to the Roofing System caused by movement of, defects in, or failure of the structural system supporting the roof system including roof decks, walls, girders or other structural components not furnished by Celotex.
- (8) Damage to the Roofing System caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, satellite dish, framework for signs, water tower or other similar installation on the roof after the installation of the Roofing System without prior written approval of Celotex of the methods and materials to be used.
- (9) Damage to the Roofing System caused by a change in use of the building without prior written approval of Celotex.
- (10) Damage to the Roofing System caused by ponding of water beyond 48 hours or other conditions resulting from improper drainage.
- (11) **UNDER NO CIRCUMSTANCES SHALL CELOTEX BE LIABLE FOR DAMAGES TO THE INTERIOR OF THE BUILDING, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF PROFITS OR RENTS, FOR CONTENTS OF THE BUILDING, FOR ROOF DECKS OR OTHER BASE OVER WHICH THE ROOFING SYSTEM IS APPLIED.**

THIS SPECIFICATION WARRANTY, AND THE STATEMENTS, OBLIGATIONS AND REPRESENTATIONS HEREIN CONTAINED, SHALL BE IN LIEU OF ANY AND ALL OTHER CELOTEX WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE ROOFING SYSTEM AND OWNER HEREBY WAIVES ANY AND ALL OTHER CLAIMS, RIGHTS, PROCEEDINGS, ACTIONS AND DEMANDS FROM CELOTEX RELATING TO THE ROOFING SYSTEM. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

NO REPRESENTATIVE OF CELOTEX HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE WITH RESPECT TO THIS WARRANTY EXCEPT AS STATED HEREIN.

## IMPORTANT INFORMATION ABOUT YOUR CELOTEX ROOF SYSTEM

Your roof is a valuable asset and as such should be properly maintained. All roofs require periodic maintenance to achieve maximum roof life. While complex repairs and some maintenance should be performed by Celotex approved roofers, the owner can help maintain the roof by seeing that regular inspection, clean up and maintenance procedures are performed.

### Owner Inspection and Maintenance Recommendations

- (1) Inspect the roof at least twice yearly, in the spring and fall, and inspect all roofs after any severe storm. Make frequent inspections of buildings that house manufacturing facilities that evacuate exhaust debris onto the roof. Clean roof drains of debris. Remove leaves, twigs, cans, balls, etc., which could plug roof drains. Bag and remove all debris from the roof since debris on the roof surface will be quickly swept into drains by heavy rains, and drainage problems may occur.
- (2) Notify the Celotex approved roofing contractor and Celotex as required under Terms and Conditions, after a roof leak occurs. If possible, note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and the time of year that the leak occurs are all important clues to tracing roof leaks. Note whether the leaks stop shortly after each rain or continue to drip until the roof is dry. If the owner is prepared with facts, the diagnosis and repair of roof problems can proceed more rapidly.
- (3) Set up a maintenance schedule. Record maintenance procedures as they occur. Log all access times and parties working on the roof in case damage should occur. Do not consider using maintenance coatings, resaturants, sprays or miracle products without consulting Celotex.
- (4) Do not allow foot traffic on the roof in very cold or very hot temperatures as damage can result. Do not allow the installation of television and radio antennas or mechanical equipment without notifying Celotex and consulting with it about the methods and details for these installations. Allow only authorized personnel on the roof.
- (5) Except for emergency situations, do not attempt owner-performed roof repairs. The puncturing of a blister or the spreading of a coating or mastic only covers up evidence needed to ascertain the problem.
- (6) Smooth surfaced roofs which require Aluminum Roof Coating or SNO-TOPP™ Roof Coating must be recoated periodically with Celotex Aluminum Roof Coating or SNO-TOPP Roof Coating.

"Between your world and the weather since 1854"™





Celotex Corporation

13800 Montfort Drive, Suite 350  
Dallas, Texas 75240

August 10, 1998

Ms. Susan Zimmerman  
Shelby-Estus  
1800 Bering, Suite 495  
Houston, TX 77057

Re: Eckerd Drugs  
Lufkin, TX

Dear Ms. Zimmerman:

This is to inform your company of the procedure for transferring ownership of roofing warranties. It is as follows:

Celotex must have paperwork from current and new owner of the properties involved requesting the change to take place. Along with this paperwork, the original warranty must be included for the necessary changes and those changes must be made by Celotex. After receipt of this paperwork and original warranty, we require an inspection of the roof be made by our outside consulting firm, Tillery & Associates. If after the inspection no corrections to the roof are necessary, a \$500.00 transfer fee from the current or new owner is due Celotex for payment of the inspection and appropriate paperwork changes. Celotex will then make the changes required to the warranty and I will then send the original warranty with ownership changes to the new owner.

If you have any further questions regarding this transfer procedure, please give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Linda Tucker". The signature is written in dark ink and is positioned above the typed name.

Linda Tucker  
Warranty Specialist  
Dallas Sales Office

cc: File