SOPREMA

Warranty No.: 101-013761

Platinum NDL Roofing Warranty

Building Name: Energy Service & Pump House		
Building Address: 2211 S. Martin Luther King Drive, Chicago, IL 60616		
Roof Section: N/A		
Owner Name: Metropolitan Pier & Exposition Authority		
Owner Address: 301 E. Cermak, Chicago, IL 60616		
Contractor: F&G Roofing, 4324 W. 124th Place, Alsip, IL 60803		
Total Squares: 275	Roofing Material: Sopralene Flam 180/Sopralene Flam 180 FR GR	Flashing Material: Sopralene Flam 180/Sopralene Flam 180 FR GR
Term of Warranty: 20 Years	Warranty Start Date: 10.03.2016	Warranty End Date: 10.03.2036

Express Warranty
SOPREMA, Inc., an Ohio corporation, warrants to you that your SOPREMA® roofing will remain watertight for the full term of this warranty. This warranty is made subject to all the terms, conditions, and limitations set forth below.

Reporting Claims
To report a claim, follow the procedure set forth in Form 900 – Warranty Claim Procedure.

Remedy
When you make a valid claim, SOPREMA will provide the labor and material necessary to return the roofing to a watertight condition.

NOTICES
THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SOPREMA.

IN NO EVENT IS SOPREMA LIABLE TO YOU OR ANY OCCUPANT OF THE BUILDING FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

This warranty document includes all of the following:

1. The Terms, Conditions and Limitations printed on the reverse.
2. Form 900 – Warranty Claim Procedure.
3. Form 901 – Care and Maintenance Guide.
4. Any rider referred to below.

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA. Activation must occur within three months after the Warranty Start Date stated above, or any later date agreed to by SOPREMA. Once activated, the warranty is effective retroactive to the Warranty Start Date.

SOPREMA, Inc.

By: Tim Kersey
Name: Tim Kersey
Title: Vice President & General Manager
Date: 10.03.2016

Owner:

By: _____
Name:
Title:
Date:

Riders issued at time of this warranty: 20-Year NDL. See attached 90 MPH Wind Rider 101-013761-1 & System Rider 101-013761-2. Warranty will be accepted by SOPREMA when signed and returned within three (3) months of the date of issuance 01.11.2017. xxxx

Terms, Conditions and Limitations

1. The SOPREMA® roofing materials covered by this warranty (this "**Warranty**") are the roofing and flashing materials specifically identified by number or other description on the face of this Warranty (referred to as the "roofing").

2. The authorized contractor who installed the roofing is not an agent of SOPREMA. Any future work impacting the roofing must be performed by a contractor selected and hired by Owner and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.

3. The design and installation of the roof assembly must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services by SOPREMA related to design, construction, review of project documents or conditions and site visits are limited in scope and do not expand the provisions of this Warranty. These services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.

4. Owner is responsible for ensuring that the roofing is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy, usage or any other condition adversely affecting the roofing.

5. During the entire term of the Warranty, upon request, SOPREMA and anyone it hires shall have full and free rooftop access. Access shall be provided during regular business hours, and, if requested in advance, any other times.

6. This Warranty covers SOPREMA roofing products included in a properly designed and installed roof assembly that develops a roofing leak due to workmanship or a product manufacturing defect. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA.

7. The Warranty also covers roofing leaks caused by wind with a speed less than 74 m.p.h. The wind speed warranty excludes damage where the cause includes any of the following: (a) primary or secondary structural components, (b) wood nailers or blocking and edge system components, (c) deck and deck fastening; (d) walls, doors, windows, openings and other building envelope components; (e) substrates that are deteriorated, rusted, rotted, deformed, weakened, crushed, compressed, or otherwise failed; (f) rooftop structures and/or equipment connected to, or supported by, the roofing or waterproofing system; (g) windborne debris; or (h) neglect or physical abuse.

8. Following are some examples of conditions and types of damage not covered by this Warranty:
   a. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, seismic event, hurricane, tornado, or microburst.
   b. Improper use, order, sequencing, storage or handling of materials or systems.
   c. The lack of positive slope or inadequate drainage.
   d. Inaccessible leaks concealed below rooftop equipment, overburden, and all other products applied to the roofing or flashing materials.
   e. Failure to apply the roofing to a suitable substrate, or subsequent substrate failure.
   f. Failure of roofing substrates or attachments.
   g. A deficient pre-existing condition or any sources of water entry other than the roofing.
   h. Building or substrate settlement, deflection, movement, vibration, or displacement.
   i. The accumulation of moisture from condensation in or below the roofing.
   j. Exposure to extreme temperatures or humidity, for example, from equipment, exhaust, steam, hot water, freezers, or cold storage.
   k. Plants, animals, insects, or other living organisms.
   l. Incompatible materials or substances.
   m. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
   n. Falling, flying, dropped, discharged or blown materials, objects or debris.
   o. Change in building occupancy or rooftop usage.
   p. Unauthorized or improper repairs or modifications.

9. This Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.

10. Temporary, emergency repairs to stop a leak may be made at Owner expense and will not void this Warranty, however it is Owner's responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).

11. SOPREMA's failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude SOPREMA from exercising the same or any other right in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations under this Warranty.

12. This Warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any lawsuit by Owner that is related to the roofing or this Warranty, including the alleged breach of this Warranty, must be filed in either the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.

13. In order for Owner to bring a lawsuit against SOPREMA, Owner must, as a condition precedent thereto, (a) have complied with all of the terms and conditions of this Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner's claims being forever barred.

14. The terms of this Warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.

15. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roofing. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise not expressly stated in this Warranty that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors.

16. The damages excluded by the terms of this Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people, animals or other living organisms, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roof assembly), or damage to or destruction of property, including the building or any of its contents, even if SOPREMA has been advised of the possibility, or even the likelihood, of any of these types of damages.

17. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA's Warranty Department, (b) at the time the request is made, SOPREMA is paid its then current transfer fee, and (c) you complete any repairs to the roof assembly or other building components that SOPREMA believes are necessary to preserve the watertight integrity of the roofing for the remaining term of this Warranty .

For Questions Contact:

SOPREMA, Inc.
Warranty Department
201 Quadral Drive
Wadsworth, OH 44281-9571
Phone: (330) 334-0066
www.soprema.us

Rider No. 101-013761-1

Wind Rider

This wind rider amends SOPREMA Platinum NDL Warranty No. 101-013761, dated 10.03.2016 (hereinafter referred to as the "**Warranty**"), issued to Metropolitan Pier & Exposition Authority ("**Owner**") in connection with the Energy Service & Pump House located at 2211 S. Martin Luther King Drive in Chicago, Illinois ("**Building**"). Terms used in this rider that are defined in the Warranty have the same meaning when used here.

The Warranty is amended to include leaks in your SOPREMA roofing or waterproofing membranes caused by wind speeds up to 90 m.p.h., as recorded by the National Weather Service data collection point located nearest to the Building (referred to as a "**Covered Wind Event**").

If you are experiencing a leak that you believe is caused by a Covered Wind Event, then you should follow the Warranty Claim Procedure set forth in the Warranty (see Form 900). In addition, the following items must be submitted with the notification of wind-related claim: (1) a signed and sealed report by a licensed professional engineer documenting findings that identify and support the cause(s) of the damage resulting in the leak, and (2) wind speed data from the National Weather Service location nearest to the Building for the period from the effective date of the Warranty to the date of the claim (or, if such data was submitted in connection with a prior claim, for the period from the end date of that data to the date of the claim).

If SOPREMA determines that your roofing or waterproofing membranes are leaking from damage caused by a Covered Wind Event, then SOPREMA will provide you with the labor and material necessary to return the damaged roofing or waterproofing membranes to a watertight condition, using methods and materials it deems appropriate to the situation. The decisions of SOPREMA with respect to the cause(s) of damage and scope of repairs are final and binding.

The wind speed warranty provided for in this rider excludes, and SOPREMA is not liable for, damage where the cause includes any of the following: (a) primary or secondary structural components, (b) wood nailers or blocking and edge system components, (c) deck and deck fastening; (d) walls, doors, windows, openings and other building envelope components; (e) substrates that are deteriorated, rusted, rotted, deformed, weakened, crushed, compressed, or otherwise failed ; (f) rooftop structures and/or equipment connected to, or supported by, the roofing or waterproofing system; (g) windborne debris; or (h) neglect or physical abuse.

This wind speed warranty is made subject to the following conditions:

1. The roofing or waterproofing system and all associated components are installed by an authorized contractor in strict accordance with the applicable approvals.
2. Each time the building is exposed to a severe wind event, Owner must examine the roofing or waterproofing system and photo document conditions before cleanup or repair efforts begin. If any damage is discovered, Owner should hire a roofing professional to evaluate conditions, and document the extent of the damages, if any.
3. Owner must take reasonable actions to mitigate further damage.
4. Owner must make a wind-related claim within 14 days following the date of the Covered Wind Event.

The issuance of this rider does not imply that SOPREMA made a determination as to whether the materials were installed in compliance with SOPREMA's details and General Requirements, Owner's specifications, or any applicable laws, codes, regulations, or approvals.

In the event of a conflict between the provisions of the Warranty and the provisions of this rider, the provisions of this rider shall control.

Except as modified by this rider (and any other riders that are issued contemporaneously herewith), the terms of the Warranty remain in full force and effect. Among other things, this rider does not extend the term of the Warranty, even if this rider is dated after the date of the Warranty.

Dated: 10.03.2016

Rider No.: 101-013761-2

System Rider

This System Rider amends SOPREMA Warranty No. 101-013761, showing a Warranty Start Date of 10.03.2016 (hereinafter referred to as the "**Warranty**"), as contemporaneously provided to Metropolitan Pier & Exposition Authority ("**Owner**") in connection with the Energy Service & Pump House located at 2211 S. Martin Luther King Drive in Chicago, Illinois ("**Building**"). Terms used in this rider that are defined in the Warranty have the same meaning when used here.

All of the materials covered by the Warranty are listed below, when sold by SOPREMA:

- Membrane ply(s)
- Flashing ply(s)
- Liquid-applied membrane and flashing products
- Primers
- Adhesives
- Coverboard
- Insulation
- Vapor retarder
- Air barrier

Section 1 of the Terms, Conditions and Limitations is amended accordingly.

Warranty claims must be submitted within two business days after a leak or other related issue is discovered. Time is of the essence. The Warranty Claim Procedure (Form 900) is modified accordingly.

In the event of a conflict between the provisions of the Warranty and the provisions of this rider, the provisions of this rider shall control.

Except as modified by this rider (and any other riders that are issued contemporaneously herewith), the terms of the Warranty remain in full force and effect.

Dated: 10.03.2016