Johns Manville

Commercial/Industrial Roofing Systems

Peak Advantage Guarantee

Building Owner
Metropolitan Pier and Exposition Authority
Chicago, IL 60616

Building Name
McCormick Place West Expansion Project
2301 South Indiana Avenue

Chicago, IL 60616

Approved Roofing Contractor
Roberts Roofing
4929 N. Lydell Ave

Glendale, WI 53217

Guarantee Number: BNP121037786

Date of Completion: 1/1/2008

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years 15 **$** No Dollar Limit

Coverage
The components of the Roofing System covered by this Guarantee are: **Total Squares:** 9000

Membrane Spec. and Type	:	Mechanically Fastened-SP6RM, Adhere PVC
Insulation Type	:	NRG3 ,NRG3 ,OTR NRG3
Accessories (Type and Quantity)	:	

These Johns Manville Guaranteed components are referred to below as the "Roofing System" and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion, JM will pay for the materials and labor required to promptly repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the component materials of the Roofing System, or workmanship deficiencies in the application of the Roofing System.

WHAT TO DO IF YOUR ROOF LEAKS
If you should have a roof leak please refer to directions on the reverse side.

LIMITATIONS AND EXCLUSIONS
This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's responsibility (see reverse side of this document). Failure to follow the Maintenance Program on the reverse side of this document will void the Guarantee. This Guarantee does not obligate JM to repair the Roofing System, or any part of the Roofing System, for leaks resulting from (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 72 miles per hour, (b) misuse, abuse or negligence, (c) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil or solvents or to damaging conditions such as vermin, (d) changes to the Roofing System or the Building's usage that are not pre-approved in writing by JM, or (e) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage. JM is not responsible for leaks and damage resulting from water entry from any portion of the Building structure not a part of the Roofing System.

This Guarantee becomes effective when (1) it is delivered to Owner: and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force and has no effect.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE.

JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR IT'S CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services Unit or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM may transfer this Guarantee, in its sole discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

*JOHNS MANVILLE ("JM") is a Delaware corporation with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.

Rider: The subject guarantee is ammended to include all JM Accessories.

Fred Stephan

By : Fred Stephan
Title : Vice President & General Manager
Roofing Systems Group

Attorney-in-Fact

1. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than 30 days after discovery of the leak.

2. In response to this notice, JM will arrange to inspect the Roofing System, and
   (i) if the leaks are the responsibility of JM under this Guarantee (see Limitations and Exclusions), JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
   (ii) if the leaks are not the responsibility of JM under this Guarantee, advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the building Owner, at his expense, promptly makes such repairs to the Roofing System this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System.

3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building or its contents, then Building Owner may make essential temporary repairs. JM will reimburse Building Owner for those repair expenses that would have been the responsibility of JM under the Guarantee.

Maintenance Program

In order to continue the coverage of this Guarantee the following maintenance program must be implemented.

There are a number of items not covered by this Guarantee that are the responsibility of the owner. In order to ensure that your new roof will continue to perform its function, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this roof, including this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the roof.
- Inspect your roof at least semiannually. This is best done in the Spring, after the roof has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the roof for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of roofs typically have a low slope they are easily examined. However, care must be taken to prevent falling accidents.

When checking the roof:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the roof. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the roof, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by an Approved Roofing Contractor.
- Examine the areas that abut the roof. Damaged masonry, poorly mounted counterflashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the roof. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by an Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the roof.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your roofing system.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the roof, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the roof.
- Do not allow service personnel to make penetrations into the roof; these are to be made only by an Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

Guarantee Services Unit

Johns Manville Guarantee Services Unit, 10100 West Ute Ave., Littleton, CO 80127 (shipping address)
Johns Manville, Guarantee Services Unit, P.O. Box 625001, Littleton, CO 80162-5005 (mailing address)

Guarantee Services Number

(800) 922-5922
E-mail: gsu@jm.com
www.jm.com/roofing

Johns Manville

A Berkshire Hathaway Company

November 3, 2009

Mr. Anthony Graziano
Roberts Roofing and Siding, Inc.
4929 N. Lydell Avenue
Glendale, WI 53217

Re: BNP121037786 – McCormick Place West Expansion Project

Dear Anthony,

The insulation types identified on above warranty are as follows:

NRG3 – Energy3 – 2" ISO
OTR – Densdeck

Regarding accessories for above warranty, the guarantee includes coverage of all JM manufactured flashings materials including pipe boots, curb flashings, perimeter flashings, and JM clad metal flashings.

If you have any questions, please feel free to contact me.

Sincerely,

Susan T. Canal
Pinnacle Contractor Account Manager