

MULE-HIDE OWNERS CARE AND MAINTENANCE INFORMATION

Congratulations! Your building is now protected by one of the leading single-ply materials in the market today.

The following program of roof maintenance is recommended and required by Mule-Hide for its Standard Roofing System. Although there is no maintenance required for the Mule-Hide membrane, splice or flashing used in its system, items below must be followed to insure the integrity of your roof.

1. Foot traffic should be kept to a minimum. Any areas, which require normal maintenance, should have walk pads to and from, as well as in, the work area. Protect your roof!
2. Drains and scuppers must be kept clean to insure proper drainage across your structure.
3. Petroleum products, if left to stand on the membrane, will have an adverse effect and may degrade the surface of the membrane. Keep all petroleum products off the membrane (solvents, greases, oil or any other liquid containing petroleum products should be kept off the membrane).
4. Kitchen and barbeque grill waste should not be exhausted onto an unprotected roof surface. This could reduce the life of your roof.
5. Never use asphalt roofing cements or plastics under any circumstances in conjunction with the Mule-Hide Roofing Systems.
6. Counter-flashings, cap metals, curbs and pipes should be kept watertight and maintained at all times.
7. If a leak occurs, don't assume that it is the membrane, laps or adhesives. Most leaks are due to flashings, curbs, skylights, hatches, metal work or plumbing problems. Analyze the problem first.
8. If any new installations are required on your roof, contact Mule-Hide for written authorization. A Mule-Hide Contractor in accordance with Mule-Hide specifications must do new work in accordance with Mule-Hide specifications.

With proper care and maintenance, the Mule-Hide Standard Roofing System will give you many years of trouble-free protection.

MULE-HIDE PRODUCTS CO., INC.

2924 Wyetta Drive

Beloit, WI 53511

Phone: 800/786-1492

Fax: 888/218-7838

Effective Date: December 5, 2005

Warranty Number: 15995DEC05STD

Mule-Hide Products Co., Inc. Standard System Warranty for Commercial Buildings

Building Owner: **Hidalgo County**

Hidalgo County Courthouse

Building Address: **100 North Closser
Edinburg, TX**

In consideration of the warranty fee paid by the above-named Building Owner ("Owner") and the representation to Mule-Hide by the independent contractor hired by the Owner and registered with Mule-Hide to apply for warranties ("Eligible Contractor") that the Mule-Hide Standard System ("System") has been constructed in accordance with Mule-Hide specifications, Mule-Hide Products Co., Inc. ("Mule-Hide") warrants to Owner, subject to the following Terms, Conditions and Limitations, that Mule-Hide will be responsible for the repair of leaks in the System installed on the Building for a period of FIFTEEN (15) years from the above Effective Date ("Term of Warranty"); provided, however, that the System shall have been installed by Eligible Contractor using Mule-Hide products and/or other material approved in writing by Mule-Hide. "System" for purposes of this Warranty shall mean only the membrane, other components supplied by Mule-Hide, and shall exclude the roof insulation, deck, support system and metal flashing's. The watertight integrity of walls, parapet walls and other adjacent structures is not covered. Any dispute, controversy or claim between Owner and Mule-Hide arising out of or related to this Warranty or the Building shall be settled by final and binding arbitration in accordance with the rules of the American Arbitration Association for the Construction Industry. By accepting this Warranty, Owner represents that the Building is a commercial structure and is not used for owner's personal or household purposes. In consideration of the protection afforded by this Warranty, Owner accepts the following Terms, Conditions and Limitations:

1. Within ten (10) days after Owner or any of its agents discovers (or a reasonable person in Owner's or agent's position would have discovered) any leak, Owner must give written notice (the "Notice") to Mule-Hide of the existence of each leak in the System.
2. Mule-Hide shall have the right to inspect the System after receiving the Notice to determine the cause(s) of the leak before incurring any obligation hereunder. A reinspection fee (in accordance with Mule-Hide's standard charges) shall be paid by Owner to Mule-Hide in the event the cause of the leak is not covered by the Warranty. If, upon Mule-Hide's inspection, Mule-Hide determines that the leaks in the system are caused by defects in Mule-Hide's materials or workmanship of the Contractor, Owner's remedies and Mule-Hide's liability shall be limited to Mule-Hide's repair of the System using methods determined to be suitable at Mule-Hide's discretion. In no event shall Mule-Hide be obligated to perform additional services (e.g. roof drains, equipment relocation, old roof removal, etc.) or provide materials beyond the scope of the Owner's original contract with Contractor.
3. This Warranty is not assignable by Owner, provided however, Mule-Hide may authorize a new warranty if the following conditions are met.
 - (a) A written request for a new warranty is submitted to Mule-Hide by Owner and the Owner is in good standing under this Warranty,
 - (b) The roof is inspected by Mule-Hide within a thirty (30) day period prior to the proposed effective date of the new warranty and the condition of the roof is approved by Mule-Hide, and
 - (c) An administrative and reinspection fee in an amount determined by Mule-Hide is paid to Mule-Hide.A new warranty will then be issued to the new Owner for the remaining Term of Warranty containing terms and conditions required by Mule-Hide.
4. If the System is damaged by any of the following causes, this Warranty shall not apply to such damages:
 - (a) Any natural cause, including but not limited to lightning, peak gust wind speeds in excess of 55 mph, hurricane, tornado, hail, the infestation or presence of plant, mold, fungi, bacteria, insects or an animal, or earthquake, or any debris resulting from any of these causes.
 - (b) Act of negligence, accident, misuse or abuse, including but not limited to vandalism, fire, falling object, civil disobedience, or act of war.
 - (c) The use in the System of metal work, coping, counter-flashing, rain-carrying components or other material not furnished by Mule-Hide.
 - (d) Environmental fallout, chemical attack or the presence within or outside the Building of any commercial or industrial solvent, acid, caustic fluid, petroleum product, wax, grease, absorbent, clay or plasticizer.
 - (e) Negligence of a contractor who is not the Eligible Contractor, or failure of the material or the workmanship provided by such a contractor.
 - (f) Infiltration of moisture through any wall, vent, coping or other Building structure into the System, and any resulting damage or condition, including but not limited to, mold, fungi or bacteria.
 - (g) Any failure, settlement or movement of the roof structure roof deck or substrate.
 - (h) Lack of drainage including but not limited to any condition caused by inadequate or improper roof pitch or drains, condensation from machinery, or deflection in the roof surface.
5. Occurrence of any of the following shall cancel Mule-Hide's obligations under this Warranty:
 - (a) Alteration or repair made on or through the roof without prior written authorization from Mule-Hide.
 - (b) Placement upon or attachment to the roof of any object (including but not limited to any structure, fixture or utility) without prior written authorization from Mule-Hide.
 - (c) Owner's or the Building occupant's failure to use reasonable care in maintaining the roof (see Owner's Care and Maintenance Information literature).
 - (d) Internal positive pressure condition which causes or contributes to a partial or total failure of the roof.
 - (e) Owner's sale of the Building or purported assignment of this Warranty.
 - (f) Owner's failure to comply with every Term, Condition and Limitation in this Warranty
6. Mule-Hide, its agents, employees and contractors shall have unrestricted access to the roof during regular business hours. By accepting this Warranty, Owner agrees to arrange for removal of water, snow, ice and equipment at Owner's expense to allow for repairs to be made.
7. All bills for installation, supplies and services shall have been paid in full to Eligible Contractor and all material suppliers before Mule-Hide incurs any obligation or liability under this Warranty. It is the Owner's sole responsibility to confirm that payment has been made to Eligible Contractor and all material suppliers.
8. The failure of Mule-Hide at any time to assert or enforce any Term, Condition and Limitation shall not be construed to be a waiver thereof, or of any other Term, Condition or Limitation.
9. Any and all other express warranties are superseded hereby and this Warranty is in lieu thereof.
10. Owner acknowledges that the Eligible Contractor is not an agent or other legal representative of Mule-Hide. Mule-Hide is not liable for any promise, representation or other responsibility of Eligible Contractor. This Warranty is not binding upon Mule-Hide unless executed by an executive officer of Mule-Hide. No representative or employee of Mule-Hide may vary this Warranty without the prior written consent of the Board of Directors of Mule-Hide.
11. The predominant factor in the construction and performance of the System is the design and construction services of the contractor and not the sale of goods. In addition, Owner acknowledges that Owner had a duty hereunder to exercise reasonable care in the selection of a contractor.

OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE SYSTEM. MULE-HIDE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. MULE-HIDE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED HEREIN, MULE-HIDE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE OR THEORY OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE, (I) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF PROFIT OR DAMAGE TO THE BUILDING OR ANY MERCHANDISE OR OTHER CONTENTS THEREIN, FOR WHATEVER CAUSE INCLUDING BUT NOT LIMITED TO MOLD, FUNGI, AND BACTERIA AND (II) FOR LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY MULE-HIDE'S APPROVAL OF THE CONTRACTOR OR INSPECTION OF, OR FAILURE TO INSPECT, THE BUILDING ROOF. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF MULE-HIDE IS THE PREVAILING PARTY, OWNER SHALL REIMBURSE MULE-HIDE FOR ALL OF MULE-HIDE'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, MULE-HIDE WILL BE DEEMED THE PREVAILING PARTY IF THE OWNER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT.

MULE-HIDE PRODUCTS CO., INC.

By: *Harry Brangel* Its: Vice President Date: March 27, 2006