



**PO Box 801
Conway, SC 29528
Phone 843-369-4101
Fax 843-369-4103**

Transmittal

**To: Hay Construction Company, Inc.
3125 Mr. Joe White Ave
Myrtle Beach SC 29577**

Date: 04/20/07

Attn: Project Manager

**Re: North Myrtle Beach
Middle School**

Please find enclosed:

- (1) Original (20 Copies CCR Roof Warranty**
- (1) Original (2) Copies Manufacturer Roof Warranty**

Thank you,

**Beth Hardie
Office Manager
Coastal Commercial Roofing**

**Standard Guaranty Form,
Disclaimers, Waiver, and Release Agreement**

Whereas, David T. Griffin, of
Coastal Commercial Roofing Co. Inc., herein called
"the Contractor", has completed application of the following roof:

Owner: Horry County Schools

Address of Owner: 1605 Horry St. Conway, SC 29528

Type & Name of Building: North Myrtle Beach Middle School

Location: 11240 Hwy 90 Little River, SC 29566

Area of Roof: 85 squares

Date of Completion: 4/20/07

Date Guarantee Expires: 4/20/08

Whereas, at the inception of the work, the Contractor agreed to guarantee the aforesaid roof against faulty workmanship for a limited period and to guarantee that the materials are those required by the agreement, subject to the conditions herein set forth:

Now, Therefore, The Contractor hereby guarantees, subject to the conditions herein set forth, that during a period of 1 yr (12) months from the date of completion of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in workmanship applied by or through the Contractor as may be necessary to maintain said roof in a watertight condition, and in the event of failure of any material, the Contractor will give administrative assistance to the Owner in obtaining contact information regarding the manufacturer's warranty.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damages caused by mold, lightning, windstorm, hailstorm, or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as roof base over which roof is applied; defects of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building or fire. If the roof is damaged by reason of any of the foregoing this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by the Contractor at the expense of the party requesting such repairs.
2. **THE WARRANTIES CONTAINED ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO: ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING AN IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, AND IMPLIED WARRANTY OF HABITABILITY, OR AN IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE ARE HEREBY WAIVED AND DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.** Nothing in this instrument shall render the Contractor liable for consequential damages to the building or contents resulting from any faults or defects in material or workmanship.

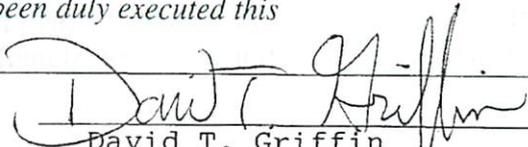
3. No work shall be done on said roof, including but without limitation, openings made for flues, vents, drains, sign brackets or other equipment fastened to or set on the roof, unless the Contractor shall be first notified, shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this guarantee null and void. The Contractor shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said roof.
4. This guarantee shall not be or become effective unless and until the Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.
5. **MOLD DISCLAIMER, RELEASE, AND WAIVER:** We, the Contractor, will not be held responsible for any damages caused by mold or some other agent that may be associated with defects in our construction. Owner hereby releases Contractor from all claims, losses, damages, risks, or causes of actions ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by mold or mold related issues. Owner expressly intends and agrees to indemnify, reimburse, and hold harmless Contractor with respect to any and all Claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all mold and Claims resulting from the Contractor's services, even if caused by actions or inactions of the Contractor.
6. Additional conditions or exclusions: _____

This Standard Guaranty Form, Disclaimers, Waiver and Release Agreement is hereby made part of the Contract between Contractor and Owner. The consideration for this agreement shall be the same consideration as in the Contract. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall stand in full force and effect.

In Witness Whereof, this instrument has been duly executed this

1st day of April, 2007

Job Number: 06-0112


 David T. Griffin
 Authorized Contractor's Signature



CAROLINAS ROOFING AND SHEET METAL CONTRACTORS ASSOCIATION, INC.

PROFESSIONAL ROOFING CONTRACTORS COVERING THE CAROLINAS



Johns Manville

A Berkshire Hathaway Company

10100 W. Ute. Ave. (80127)
P.O. Box 625001
Littleton, CO 80162-5001
303 978 2000
303 978 2808 Fax

Dear Building Owner:

Attached to this letter is the Peak Advantage Roofing Systems Guarantee for the new roof recently installed on your building. We believe your building is now protected by one of the finest commercial roofing systems available on the market today. We appreciate the opportunity to provide you with a level of protection unmatched in the industry.

There are some things you should be aware of before you file this document away in a safe place:

1. This is NOT a maintenance agreement or an insurance policy. Johns Manville liability is strictly governed by the terms of the Guarantee. If you have any questions about this Guarantee, contact Johns Manville Guarantee Services at the appropriate number given below.
2. You are required to perform routine maintenance on the roofing system to keep the coverage to the Guarantee intact. For your convenience, a list of maintenance items is printed on the back of the Guarantee.

We hope that you never experience any difficulty with your roofing system. If you do have a problem, you should contact Johns Manville Guarantee Services at the appropriate numbers provided. Please have the Guarantee on hand so that we may more efficiently handle your inquiry.

Our Technical Services Department is staffed by some of the most experienced roofing professionals in the roofing industry. Please call on them for any questions you might have about commercial and industrial roofing and Johns Manville products.

Sincerely,

Larry Tate
Technical Specialist, Guarantee Services
Johns Manville Roofing Systems Group

Eastern Region 800/345-9603
Western Region 800/922-5922
www.jm.com gsu@jm.com

Peak Advantage Guarantee

Building Owner

Horry County Schools
Conway, SC 29528

Building Name

North Myrtle Beach Middle School Addition
11240 Highway 90

Little River, SC 29566

Approved Roofing Contractor

Coastal Commercial Rfg Co., Inc
PO Box 801

Conway, SC 29528

Guarantee Number: ANB131052504

Date of Completion: 4/20/2007

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

Years 20 **\$**
No Dollar Limit

Coverage

The components of the Roofing System covered by this Guarantee are:

Membrane Spec. and Type : 4GIG
Insulation Type : NRG3 ,NRG3 ,RFB
Accessories (Type and Quantity) :

Total Squares: 85
BUR

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, tornadoes, hurricanes or other extraordinary natural occurrence 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 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 PUPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN TIES 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 TIES 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 UP 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.

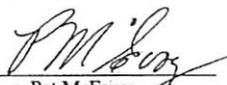
No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services Unit or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. 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.

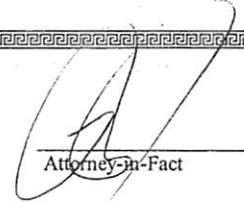
In the event JM pays for repairs which are required due to the acts or emissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

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.


By : Pat McEvoy
Title : Sr. Vice President
Roofing Systems Group


Attorney-in-Fact

What To Do If Your Roof Leaks

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 625005, Littleton, CO 80162-5005 (mailing address)

Guarantee Services Regional Phone Numbers

Eastern
800-345-9603

Northern
800-231-1064

Southwest/West
800-922-5922

www.jm.com

E-mail: gsu@jm.com