

August 26, 2015

Apex Building Company
PO Box 945
Milan, TN 38358

Re: GW-8525
501 Union Street

FINAL WARRANTY PROCEDURE

Enclosed is our WARRANTY for the above-mentioned job.

Please sign both originals of your warranty. One original is for your customer, the other is for your records.

A copy of the signed original should be returned to our office in the enclosed envelope.

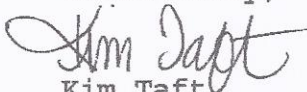
This Warranty will become effective upon receipt of the following items:

1. Payment in full of the Warranty charges and all outstanding charges relating to this project.
2. A (copy) is sent back with all required signatures.

The charges on the above warranty are \$1,545.00. An official invoice will follow.

Should you need additional information, please contact me or your area representative.

Yours truly,



Kim Taft
Office Assistant

htaft@gaco.com

P: 716.667.2895

F: 716.665.0934

cc: Gaco Area Manager Brian Weimer



L/15

No. GW-8525

**FIFTEEN YEAR FULL SYSTEM WARRANTY
URETHANE FOAM/GACOFLEX COATING ROOF SYSTEM**

Project Name: 501 Union Street

**Address: 501 Union Street
Nashville, TN 32715**

Specification: SI-30-GF20

Area: 10,300 Square Feet

Date of Completion: June 29, 2015

Gaco Western warrants to the owner that the Urethane Foam/GacoFlex Coating System applied on this project will remain watertight for a period of 15 years from the completion date. If, upon inspection, the manufacturer determines that water leaks into the structure are due to failure of the GacoFlex liquid coating system, except as expressly excluded herein, during the first 7 ½ years, the manufacturer for its part will supply coating and the applicator for its part will supply any additional material and install repairs without cost to the owner. If failure occurs in the succeeding 7 ½ years, the manufacturer shall provide coating material and reimburse the original applicator for making repairs of defects. Gaco Western requires periodic inspections of the installation, which includes a 7 ½ years joint manufacturer, owner and applicator warranty transfer inspection. Any repairs that are, in the opinion of Gaco Western necessary to insure satisfactory performance of the installation will be made under the terms of the warranty. Gaco Western has the right to inspect the system when deemed necessary and make repairs due to physical damage caused by the conditions listed below at the owners authorized expense. If the owner does not authorize such action in writing within 7 days of being requested, the warranty will be automatically terminated.

CONDITIONS:

1. This warranty does not apply to damage to the coating or foam substrate by structural movement, physical abuse, failure of the structure or substrate, vandalism, modifications to the roof, windstorm, lightning, hail, plant life, animal life, or other natural disaster.
2. Liability ceases if mandatory inspections are not made or if any alterations, additions or repairs (excluding emergency repairs) are made except in accordance with specific written instructions from Gaco Western.
3. Neither the applicator nor the manufacturer is liable in any respect for consequential damage to the structure or its contents resulting from defects in the roof covering.
4. This warranty does not cover discoloration or dirt accumulation on the coating.
5. This warranty may only be transferred to a new owner by notifying Gaco Western in writing if use of the building is the same or if written approval of the new use is obtained from Gaco Western.
6. This warranty becomes effective as of the date of completion provided payment in full has been made to the applicator for all outstanding charges relating to this project.

**FIFTEEN YEAR FULL SYSTEM WARRANTY
URETHANE FOAM/GACOFLEX COATING ROOF SYSTEM**

Project Name: 501 Union Street
Warranty Number: GW-8525

Page Number 2

- along with Exhibit "D" enclosed,*
7. The foregoing shall constitute Gaco Western's sole and exclusive liability in connection with the purchase or use of the system.
 8. This warranty is void unless signed by an authorized representative of Gaco Western, applicator, and owner. Signatures constitute acceptance of all terms and conditions of the warranty that will be effective as of completion date.
 9. If water leaks are detected, the owner shall immediately verbally notify Gaco Western and the applicator and confirm it in writing within 7 days of the discovery. This warranty will be terminated automatically if the leaks are detected and Gaco Western is not notified and/or Gaco Western instructions are not followed.

MANUFACTURER

GACO WESTERN
1245 Chapman Drive
Waukesha, WI 53186

**GACO WESTERN'S INSTALLING
APPLICATOR OF RECORD
APEX BUILDING COMPANY**
PO Box 945
Milan, TN 38358

By:

Title:

Date:

Charles W. [Signature]
VP
8/27/15

By:

Title:

Date:

OWNER

501 UNION STREET BUILDING ASSOCIATION

By:

Title:

Date:

Walter [Signature]
President
10/20/15

EXHIBIT "D"
FIFTEEN YEAR FULL SYSTEM WARRANTY
URETHANE FOAM/GACOFLEX COATING ROOF SYSTEM

STRUCTURE: 501 Union Street Building

ADDRESS: 501 Union Street, Nashville, TN 37219

OWNER: 501 Union Street Building Association ("Owner")
c/o Lore Scalf Timmons Properties.
2200 Hillsboro Road, Nashville, TN 37215
Tel: 615/383-1777 Ext. 16, Email: lscalf@timmonsprop.com

**MANUFACTURER/
WARRANTOR** Gaco Western Corporation ("Gaco Western")
1245 Chapman Drive, Waukesha, WI 53186
Attn: Brian Weimer Tel: 812/786-4272, Email: bweimer@gaco.com

**ROOF INSTALLATION
CONTRACTOR:** Apex Building Company, LLC ("Contractor")
Attn: Michael Fitzgerald, Jr.
2047 Kefauver Drive, Milan, TN 38358
Tel: 888/581-1783, Email: estimating@apexbuildingco.com

SPECIFICATION: See Apex Roof Installation Contract with Owner dated 3/25/15

AREA: 10,300 Square Feet

COMPLETION DATE OF GACOFLEX APPLICATION: June 29, 2015

Gaco Western warrants to Owner that the Urethane Foam/Gacoflex Coating System applied on the Structure by the Contractor will remain watertight for a period of 15 years from the completion date noted herein.

If, upon inspection, Gaco Western determines that water leaks into the structure are due to failure of the Gacoflex liquid coating system or any other failure due to the installation of the roofing system by the Contractor, during the first 7.5 years, the Gaco Western shall be responsible for supplying coating, applicator and any additional required materials and install repairs without cost to the Owner. If failure occurs in the succeeding 7.5 years, Gaco Western shall provide coating material and reimburse the original applicator for making repairs or replacements of defects 15 years from the date of completion, Gaco Western, at Gaco Western's sole cost and expense, shall provide coating material and reimburse the original applicator or a Gaco Western qualified applicator for making repairs of defects or replacement as may be needed. Any such repairs or replacements shall be at no cost to the Owner.

Gaco Western requires annual inspections of the installation of said fifteen year warranty roof herein which shall be made by Gaco Western's representative. Gaco Western shall provide Owner with thirty days written notice for each annual inspection visit and each inspection shall be documented by Gaco Western in writing thereafter. Owner shall cooperate and facilitate Gaco Western's inspection. Any repairs that are, in the opinion of Gaco Western, necessary to insure satisfactory performance of the installation will be made by Gaco Western or Gaco Western's qualified applicator under the terms of this warranty.

Gaco Western has the right to inspect the system when deemed necessary and make repairs due to physical damage caused by the exclusionary provisions of this Agreement as listed in Conditions, Section 1, below at the Owners authorized expense. If the Owner does not authorize such action in writing within 14 days of being requested, the warranty will be automatically terminated.

CONDITIONS:

1. This warranty does not apply to damage to the coating or foam substrate by structural movement, physical abuse, failure of the building structure, vandalism, modifications to the roof without prior written consent by Warrantor (not to be unreasonably withheld), windstorm, lightning, hail, plant life, animal life, or other casualty.

2. Liability ceases if mandatory inspections are not made or if any alterations, additions or repairs (excluding emergency repairs) are made except in accordance with specific written instructions from Gaco Western.

3. This warranty does not cover discoloration or dirt accumulation on the coating.

4. This warranty may only be transferred to a new owner by notifying Gaco Western in writing if use of the building is the same or if written approval of the new use is obtained from Gaco Western.

5. This warranty becomes effective as of the date of completion provided payment in full has been made to both applicator and manufacturer for all outstanding charges relating to this project.

6. The foregoing shall constitute Gaco Western's sole and exclusive liability in connection with the purchase or use of the system.

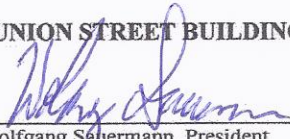
7. This warranty is void unless signed by an authorized representative of Gaco Western, applicator, and owner. Signatures constitute acceptance of all terms and conditions of the warranty that will be effective as of completion date.

8. If water leaks are detected, the Owner shall immediately verbally notify Gaco Western and the applicator and confirm it in writing within 7 days of the discovery. This warranty will be terminated automatically if the leaks are detected and Gaco Western is not notified and/or Gaco Western's instructions are not followed.

ACCEPTED:

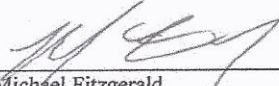
OWNER

501 UNION STREET BUILDING ASSOCIATION

by 
Wolfgang Sauerermann, President

GACO WESTERN'S INSTALLING APPLICATOR AS OF RECORD

APEX BUILDING COMPANY LLC

by 
Michael Fitzgerald
Title: Managing Member

MANUFACTURER/WARRANTOR:

GACO WESTERN CO.

by Brian J. Weimer
Name:
Title: Area Manager Gaco Western

DATED: 9.4.15