



Building Owner:

ABC UNIFIED SCHOOL DISTRICT
CERRITOS CA 90703

913995

Building Name:

GAHR HIGH SCHOOL
11111 ARTESIA BLVD
CERRITOS CA 90703

Approved Roofing Contractor:

SAN MARINO ROOF CO., INC.
2187 N. BATAVIA STREET

Guarantee Number: ANB0978080

Term & Maximum Monetary Obligation to Maintain a Watertight Roofing System

ORANGE CA 92665

Date of Completion: 26 MAR 1999

Years 20 \$
NO DOLLAR LIMIT
TOTAL SQUARES 1500

COVERAGE

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

Membrane Spec. and Type	4GNG	BUR
Flashing Spec. and Type	DFE-2, DFE-3WL, DFE-4	5900 LINEAR FEET
Insulation Type		
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 International, Inc.* 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, (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 preapproved 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 (ponded water). 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.

JM shall have no obligation under this Guarantee until all bills for installation, materials and services have been paid in full to JM Roofing Systems and the Approved Roofing Contractor.

The parties agree that any controversy or claims relating to this Guarantee shall be settled exclusively by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, at the Denver, Colorado Office and judgement upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR 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 ITS 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. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR THE ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR PURPOSE.

No one is authorized to change, alter or modify the provisions of this Guarantee other than the Manager, Marketing and Technical Services 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 will be transferred by JM in its sole discretion only after receiving satisfactory information and payment of a transfer fee, which must be delivered to JM as soon as practical, but 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.

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

Accepted By Owner's Authorized Representative

Date of Signature

Bartley E. Roggensack
 By: Bartley E. Roggensack, Jr.
 Title: Vice President and General Manager
 Attorney-in-Fact