



ROOF SYSTEM GUARANTEE

Guarantee No.: 38763

Guarantee Date: November 5, 2009

SIPLAST, INC. has sold materials which have been used in applying a Roof System (composed solely of the SIPLAST, INC. Roof Membrane, SIPLAST, INC. Roof Insulation designated as ZIC, Insulpeim®, NVS® Insulcel®, or Zonoce® and Zono-lite®, Insulcel®-RT or NVS® fasteners) to a building owned and described as follows:

OWNER:	NASA Johnson Space Center	ROOF MEMBRANE:	Paradiene 20 EG/Paradiene 30 MW FR
ADDRESS OF OWNER:	2101 Nasa Parkway Houston, TX 77058	ROOF DECK:	Metal
		ROOF INSULATION:	Insulcel
		ROOF AREA:	268 Squares
JOB NAME & AREA:	NASA Building 24	ROOFING CONTRACTOR:	Marton Roofing Industries Ltd.
ADDRESS OF BUILDING:	2101 Nasa Parkway Houston, TX 77058	INSULATION APPLICATOR:	Marton Roofing Inc.
USE OF BUILDING:	Government Facilities	COMPLETION DATE:	November 5, 2009

SIPLAST, INC. HEREBY GUARANTEES TO THE ABOVE OWNER, subject to the terms, conditions and limitations stated herein, that the Roof System (composed solely of the SIPLAST, INC., Roof Membrane, SIPLAST, INC. Roof Insulation, Zono-lite or NVS fasteners) at the above building will remain in a watertight condition for a period of twenty (20) years, commencing with the date hereof, or SIPLAST, INC. will repair the Roof System at its own expense.

A. ROOF INSULATION PERFORMANCE

- The actual resistance to heat flow through the Roof Insulation will be at least 80% of design thermal resistance, provided that the Roof Membrane is maintained free of leaks.
- Should a roof leak occur, the insulating performance of the Roof Insulation will be equal to that described in Paragraph 1 of this Section A within a two (2) year period following repair of the leak.
- The Roof Insulation will remain in a re-roofable condition should the Roof Membrane require replacement. Damage to the Roof Insulation caused by fastener pulled during removal of the old membrane is excluded.
- The Roof Insulation will not cause structural damage to the building as a result of its expansion from thermal or chemical action.

If said Roof Insulation fails to perform as guaranteed above, SIPLAST, INC. shall, at its own expense, make or cause to be made repairs or modifications to said Roof Insulation as SIPLAST, INC. deems appropriate so as to enable said Roof Insulation to perform as guaranteed herein.

B. TERMS AND CONDITIONS

This Guarantee shall be subject to the following additional terms and conditions:

- SIPLAST, INC. shall be liable under this Guarantee only if:
 - The Roof Membrane is installed according to SIPLAST, INC. specifications.
 - The Roof Insulation is installed according to SIPLAST, INC. specifications.
 - The installation of the Roof Membrane is by a roofing contractor approved in advance by SIPLAST, INC.
 - The installation of the Roof Insulation is by an applicator approved in advance by SIPLAST, INC.
 - The use of SIPLAST, INC. materials has been approved in advance by SIPLAST, INC.
- No claim may be made under this Guarantee in respect to thermal performance as described in Paragraph 1 of Section A above unless based on tests carried out at Owner's expense by a qualified laboratory using tests and procedures satisfactory to SIPLAST, INC. SIPLAST, INC. reserves the right to perform thermal testing of the Roof Insulation, to be carried out at the discretion of SIPLAST, INC. and at SIPLAST, INC.'s expense.
- This agreement is assignable subject to the following conditions:
 - SIPLAST, INC. is given not less than thirty (30) days written notice prior to transfer and the intended building use is stated.
 - An inspection of the Roof System is made by SIPLAST, INC.
 - Any repairs to the Roof System that may be deemed necessary by SIPLAST, INC. are made at the Owner's expense.
 - The inspection and processing fee is paid to SIPLAST, INC.

- In no event shall any agreement varying or extending the agreement be binding upon either party unless it is in writing specifically referring to this document, signed by a duly authorized representative of both parties.

C. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the Owner shall have given SIPLAST, INC. written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

D. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks or failure of the Roof System to perform as guaranteed herein resulting from occurrences beyond the control of SIPLAST, INC. including but not limited to:

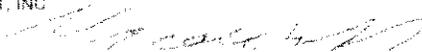
- Damage to the Roof System caused by lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, chemical or organic deposits or other unusual occurrences.
- Damage to the Roof System caused by (i) abuse or abnormal use of the roof or (ii) any deliberate or negligent act in maintaining the roof.
- Damage to the Roof System caused by unauthorized repairs, alterations or modifications, or subsequent work on or through the roof done without prior written approval by SIPLAST, INC. of the methods and materials to be used.
- Damage to the Roof System caused by structural defects or failures (including, but not limited to, settling or shifting of the building and cracking or movement of girders, beams, partitions or foundations) or defects or failure of any substrate component, including defects in application of any substrate component.
- Damage to the Roof System caused by falling objects.
- Damage to the Roof System caused by movement of metal work used in conjunction with the Roof System.
- Damage to the Roof System caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof System without a prior written approval by SIPLAST, INC. of the methods and materials to be used.
- Damage to the Roof System resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
- Damage to the Roof System caused by a change in use of the building without prior written approval of SIPLAST, INC.
- Damage to the Roof Membrane caused by pouring of water or other conditions resulting from improper drainage.

E. LIMITATION OF LIABILITY

SIPLAST, INC. shall be liable only for the cost of repair of such existing Roof System by a SIPLAST, INC. approved contractor and will not be liable for damages to other components of the roof assembly or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces built over the roof shall be borne by the Owner. It shall be a condition to the liability of SIPLAST, INC. hereunder that SIPLAST, INC. have access to the roof during business hours throughout the term of the Guarantee. This Guarantee will be subject to all costs of installation being paid, including those of the roofing contractor and insulation applicator.

THIS GUARANTEE, AND THE STATEMENTS, OBLIGATIONS AND REPRESENTATIONS HEREIN CONTAINED, SHALL BE IN LIEU OF ANY AND ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SIPLAST, INC. SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE BUILDING OR CONTENTS THEREOF, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PENAL DAMAGES. SIPLAST, INC. AGENTS HAVE NO AUTHORITY TO GIVE GUARANTEES BEYOND THOSE PROVIDED IN THIS GUARANTEE.

SIPLAST, INC.

By: 

MARTON ROOFING INDUSTRIES, LTD LABOR GUARANTEE

Project Name: NASA Building 24 Central Heating and Cooling Plant Roof Replacement

Project Location: NASA Johnson Space Center
2101 NASA Parkway
Houston, Texas 77058

Completion Date: November 5, 2009

For a period of two (2) years from the Completion Date referenced above (the "Guarantee Period"), Marton Roofing Industries, Ltd ("MRI") guaranties to NASA Johnson Space Center (the "Building Owner") that MRI will undertake all reasonable actions necessary to keep the areas of the roof which were replaced by MRI under the scope of work described in the MRI Proposal dated January 19, 2009, and subsequent Purchase Orders dated February 3, 2009 and April 27, 2009, copies of which are attached hereto as Exhibit "A" (collectively the "Work"), in a watertight condition and will repair leaks and deficiencies in the Work during the Guarantee Period (the "Guarantee").

If leaks or deficiencies occur in the Work during the Guarantee Period, MRI shall promptly repair the same. If such leaks or deficiencies are the responsibility of MRI, there shall be no charge to the Building Owner. The Building Owner shall be responsible for all repair costs for repairs to any other building component not included in the Work. The effects of ordinary wear and tear, unusual abuse, or the Building Owner's neglect of normal maintenance which may endanger the watertight condition of the Work, or cause deficiencies in the Work, are not covered under this Guarantee.

In the event of an emergency situation to which MRI cannot promptly respond, the Building Owner may make reasonable and necessary temporary repairs to the Work. Upon investigation by a representative of MRI, and if the leak or deficiency is the responsibility of MRI under the terms of this Guarantee, the Building Owner shall be reimbursed for all direct and reasonable emergency repair costs associated with such emergency situation.

MRI's liability under the terms and conditions of this Guarantee is limited to the repair or replacement of any portion of the Work damaged by leaks or deficiencies, which are a result of MRI's improper installation of the Work, during the Guarantee Period, ordinary wear and tear excepted. Leaks and/or deficiencies in the areas in which the Work was performed, which are caused by other building components, trades, or the expansion or contraction of roofing materials, or neglect by the Building Owner, shall not be covered, and the Building Owner shall in such cases be responsible for all costs to repair such damage to any building component. In the event MRI must make repairs to the Work, the Building Owner shall provide MRI with access to the Work during normal business hours and a clean roof surface such that repairs can be made. This shall include, but not be limited to, the Building Owner's removal of water, ice, snow, dirt and debris, as well as pavers, prior to MRI making permanent repairs.

This Guarantee is not a maintenance agreement or an insurance policy; routine inspections and maintenance of the roof must be completed by the Building Owner on a regular basis and is the Building Owner's sole responsibility. The Building Owner's lack of regular and routine roof maintenance may void this Guarantee.

This Guarantee does not obligate MRI to repair leaks, damage or repairs which occur, directly or indirectly, as a result of (a) natural disasters, tornadoes, hurricanes, micro-bursts, hail, wind damage, and other acts of God, situations beyond the control of MRI, and acts of war, riots, strikes and terrorism; (b) misuse, abuse or negligence on the part of the Building Owner or other trades; (c) failure of roofing and building components not provided by MRI and other than those described as included in this Guarantee; (d) changes in building usage which add different stress to the building structure than anticipated; (e) mold, chemical attack, exposure to oil, grease, food fat, corrosives, solvents, vermin, etc.; (f) failure or movement of the substrate or roof insulation or deck, underlying materials; (g) ponding water which results from lack of proper positive drainage; (h) moisture migration either through or around the building structure such as expansion joints, area dividers, roof top equipment, walls, copings, pitch pans, metal flashings and low profile details that fall outside of the scope of the Work.

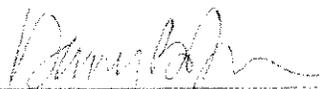
TO THE EXTENT PERMITTED BY APPLICABLE LAW, MRI DISCLAIMS ANY WARRANTY OTHER THAN THAT SPECIFICALLY DESCRIBED IN THIS GUARANTEE, INCLUDING ANY IMPLIED WARRANTY, I. E. THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY FOR A PARTICULAR PURPOSE.

MRI'S EXCLUSIVE RESPONSIBILITY AND LIABILITY UNDER THIS GUARANTEE IS TO MAKE REPAIRS THAT MAY BE NECESSARY TO MAINTAIN THE WORK IN A WATERTIGHT CONDITION FOR THE DURATION AND IN ACCORDANCE WITH MRI'S OBLIGATION UNDER THIS GUARANTEE.

MRI SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING OR ITS CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE. MRI SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE.

THIS GUARANTEE IS NOT TRANSFERABLE WITHOUT THE EXPRESS WRITTEN CONSENT OF MRI AND SHALL NOT BECOME EFFECTIVE UNTIL ALL FUNDS FOR ALL LABOR AND MATERIALS IN CONNECTION WITH THE WORK HAVE BEEN PAID TO MRI.

Marton Roofing Industries, Ltd



Harry B. Dollar
Vice President, General Counsel

Date: December 2, 2009