

If enclosures are not as noted, please contact us immediately.



TWENTY-YEAR LIMITED WEATHERTIGHTNESS WARRANTY
SERIES 1300 1 1/2" MECHANICALLY SEAMED ROOFING SYSTEM
(Level 2)

MANUFACTURER:	ENGLERT, INC.
Address:	1200 Amboy Avenue Perth Amboy, New Jersey 08861
Telephone:	(732) 826-8614
INSTALLATION CONTRACTOR:	BURNS & SCALO ROOFING
Address:	22 Rutgers Road Pittsburgh, PA 15205
Telephone:	(412) 928-3060
OWNER:	KENDALL CAMP PROPERTY OWNERS ASSOCIATION
Building Location:	212 Marsh Hill Road McHenry, MD 21541
ARCHITECT:	COTTLE GRAYBEAL YAW ARCHITECTS
Address:	228 Midland Ave. Basalt, CO 81621
Telephone:	(970) 927-4925
GENERAL CONTRACTOR:	MBM CONTRACTING, INC.
Address:	4999 Old Clairton Road Pittsburgh, PA 15236
Telephone:	(412) 337-1002
PROJECT NAME:	KENDALL CAMP TOWN HOMES Phase I
Address:	McHenry, MD 21541 (Exhibit A)
Area of Metal Roof:	15,300 Square Feet
Type of Product Approved and Applied:	Series 1300 1 1/2" Mechanically Seamed Roofing

WARRANTY PROVISIONS FOR MATERIALS AND WORKMANSHIP

Englert, Inc., a New Jersey Cooperation (hereinafter "Englert"), and the Installation Contractor identified above, hereby warrant to the Owner listed above that for a period of twenty (20) years from the date of substantial completion of the Series 1300 Roofing System (the "Roofing System"), applied to the above described Building, should leaks develop in the Roofing System due solely to manufacturing defects, ordinary wear and tear by the elements or workmanship on the part of the Installation Contractor, then subject to each and every term, condition and limitation contained herein, they shall be responsible for completing such repairs to the Roofing System as are necessary to return it to watertight condition. Notwithstanding anything contained herein to the contrary, during the first five years of this Warranty, Englert shall only be responsible for water leaks caused by defects in material. The Installation Contractor shall be solely responsible for any and all cost to correct any roof water leak caused by defective workmanship or installation for the first five years after substantial completion. For the remaining fifteen years of this warranty, Englert will correct water leaks caused by defective material and will be jointly responsible with the Installation Contractor to correct leaks caused by defective workmanship.

EXCLUSIONS

This Limited Warranty shall apply only to Roofing Systems installed in areas of normal atmospheric exposure and specifically does not cover leaks caused, in whole or in part, by any one of the following:

1. Marine (salt water) atmosphere or regular spray of either salt or fresh water.
2. Heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing plant, paper plant or the like.
3. Any corrosive substance or condensate of any harmful substance contained, generated or released from inside the building; or condensation from the underside of the roof.
4. Worker traffic on the roof, other than traffic during the course of installation.
5. Hail, fire, lightning, wind damage, from wind pressures higher than the building was designed to accommodate, hurricane, tornado, earthquake, or any acts of God.
6. Alterations, such as, but not limited to, structures, fixtures, or utilities being place upon or attached to the roof without prior written authorization from Englert or repairs performed or materials furnished by entities other than Englert or the Installation Contractor.
7. Failure by the Owner or any lessee or other occupant or user of the Building to take reasonable care in maintaining the roof, such as cleaning the gutters, valleys, etc. so as to allow water to run off uninterruptedly.
8. Faulty building design or construction.
9. Birds, vermin, rodents, insects, or other animal or pests.
10. Settlement, failure or cracking of the roof deck, walls, or foundation of the building, or defects or failures of coping gravelstop due to cracking of walls or any part of the building structure.
11. Englert shall have no liability or responsibility under or in connection with this Warranty if the Installation Contractor failed to use all roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashings provided by Englert or approved by Englert, nor shall Englert have any liability or responsibility in connection with this Warranty if the Installation Contractor failed to follow Englert's standard recommended installation instructions for the layout, design and erection of the Roofing System, or if the Roofing System is constructed in such a manner as not to permit drainage of water from all surfaces and permit standing or ponding water.
12. Any other cause beyond the control of Englert and the Installation Contractor.

THE WARRANTY CONTAINED HEREIN EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY PROVIDED IN THIS WARRANTY. ENGLERT AND THE INSTALLATION CONTRACTOR SHALL NOT BE LIABLE TO THE OWNER FOR ANY CLAIM BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, TORT OR OTHER THEORY OR CAUSE OR ACTIONS, NOR SHALL THEY BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING OR BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS, OR OCCUPANTS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

NOTICE OF CLAIMS AND GENERAL PROVISIONS

All claims hereunder must be submitted, in writing, to Englert within the Warranty period and within thirty (30) days of the discovery of any leak in the Roofing System. Failure of the Owner to do so shall relieve Englert and the Installation Contractor of any and all responsibility and/or liability under the terms hereof. If, after inspection by Englert, it is determined that the leak is caused by defects in the Roofing System's material or workmanship in accordance with this Warranty, the Roofing System shall be repaired in accordance with this Warranty, the Roofing System shall be repaired in accordance herewith. Such work shall be completed within a reasonable period of time after notice to Englert of the weathertightness or watertightness failure. The Owner's exclusive remedy and Englert's and the Installation Contractor's liability shall be limited to repair of the Roofing System and their liability for the cost of said repairs shall not exceed the dollar amount paid by the Owner for the Roofing System, including the cost of installation. All notices given under or pursuant to this Warranty shall be in writing and sent by certified mail, return receipt requests, to Englert and the Installation Contractor to the following addresses:

Warranty Department **ENGLERT, INC.**
1200 Amboy Avenue
Perth Amboy, New Jersey 08862

BURNS & SCALO ROOFING
22 Rutgers Road
Pittsburgh, PA 15205

During the term of this Warranty, Englert and the Installation Contractor, their sales representatives, and employees, shall have free access to the roofing during regular business hours upon reasonable notice to the Building Owner.

This document constitutes the entire Warranty made by Englert and the Installation Contractor. No modification or amendment of this Warranty shall be binding on Englert or the Installation Contractor unless made in writing and signed by their authorized representatives. The terms, conditions, and provision contained in this Warranty may be waived only in writing signed by Englert. No oral statements, course of conduct or course of dealing shall be deemed or constitute a waiver.

The invalidity or unenforceability of any provisions of this Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

This Warranty shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Warranty is tendered for the sole benefit of the Owner as named above and is not transferable or assignable.

Neither Englert nor the Installation Contractor, shall have any obligation under this Warranty unless all invoices for materials and installation have been paid in full by or on behalf of the Building Owner.

EXECUTED AS OF THIS 6TH DAY OF December, 2007.

ATTEST:

MANUFACTURER:

ENGLERT, INC.
1200 Amboy Avenue
Perth Amboy, New Jersey 08862

BY: *Robert J. Scares*

TITLE: VP Finance

ATTEST:

INSTALLATION CONTRACTOR:

BURNS & SCALO ROOFING
22 Rutgers Road
Pittsburgh, PA 15205

BY: *[Signature]*

TITLE: President

ATTEST:

OWNER:

**KENDALL CAMP PROPERTY OWNERS
ASSOCIATION**
212 Marsh Hill Road
McHenry, MD 21541

BY: *Dee H. York*

TITLE: PRESIDENT FOA 9/19/08

Barbara Ann

Potencia [Signature]

Emily R. Roche



AGREEMENT REGARDING WEATHERTIGHTNESS WARRANTY

THE AGREEMENT REGARDING WEATHERTIGHTNESS ("Agreement") is entered into, by and between Englert, Inc., 1200 Amboy Avenue, Perth Amboy, New Jersey 08861, ("Englert") and Burns & Scalo Roofing, 22 Rutgers Road, Pittsburgh, PA 15205.

WITNESSETH;

WHEREAS, the Installer has been awarded a contract to contract to furnish and install an Englert Series 1300, 1 1/2" Mechanically Seamed Roofing System (the "Roofing System") at a building located at Kendall Camp Townhomes, Deep Creek Mountain Resort, McHenry, MD 21541, by the Owner, Lessee, or Occupant of said building ("Owner"); and

WHEREAS, the specifications for furnishing and installing the Roofing System on the Building require that Englert provide a warranty for weathertightness and watertightness for a period of twenty (20) years from the date of substantial completion (the "Warranty"); and

WHEREAS, Englert is not in the business of installing its products or providing supervision over installation, but only provides materials and equipment required in connection with the installation on the Roofing System by Installer; and

WHEREAS, Englert would not have provided the Warranty to the Owner without the Installer entering into this Agreement with Englert.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Installer certifies and warrants that it has fully read the scope of the project plans and specifications, will provide proper field supervision and perform all services and labor in full compliance with the project requirements, drawings and specifications and in accordance with SMACANA, NRCA and Englert standard installation procedures.
2. Installer represents and warrants that it shall utilize the highest quality of workmanship and skill in the installation of the Roofing System.
3. Englert hereby warrants and agrees that in the event the Warranty given to the Owner requires repairs or services due solely to defects in the metal panels supplied by Englert, Englert will repair or replace said metal panels. In such event, Installer agrees to install the repaired or replacement panels and charge Englert at a reasonable rate for such installation.
4. Installer hereby warrants and agrees that for five (5) years from the date of substantial completion and acceptance of the Roofing System by the Owner, in the event leaks should occur in the Roofing System resulting from defective workmanship, labor or material used by the Installer other than material provided by Englert, Installer shall replace the Roofing System or perform all repairs necessary to restore watertightness at Installer's sole expense and shall indemnify and hold Englert harmless from any expenses, costs, or liabilities associated with such replacement or repairs.

5. In the event a leaking problem is reported by the Owner during the term of the Warranty, Installer agrees to inspect and report the cause of the problem to Englert at no cost to Englert. If the problem is found to be caused by other than defects in the metal panels or workmanship, such as due to acts of God, etc., the Installer shall provide a reasonable cost estimate to weatherproof the roof to the Owner and work with the Owner and Englert in keeping the Owner satisfied regarding weathertightness for the balance of the period of the Warranty.
6. The Agreement shall be governed by the laws of the State of New Jersey.
7. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, representations or warranties, whether oral or written, between the parties relating to the subject matter contained herein.
8. To the extent any part of this Agreement shall be held to be invalid as a matter of law, this Agreement shall continue in effect, but shall be deemed amended to reflect the intent of the parties as expressed herein in compliance with applicable law.
9. This Agreement shall continue to be in effect until the termination of the Warranty.
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ATTEST:

ENGLERT, INC.

BY:



Barbara Evans

TITLE:

VP Finance

ATTEST:

BURNS & SCALO ROOFING

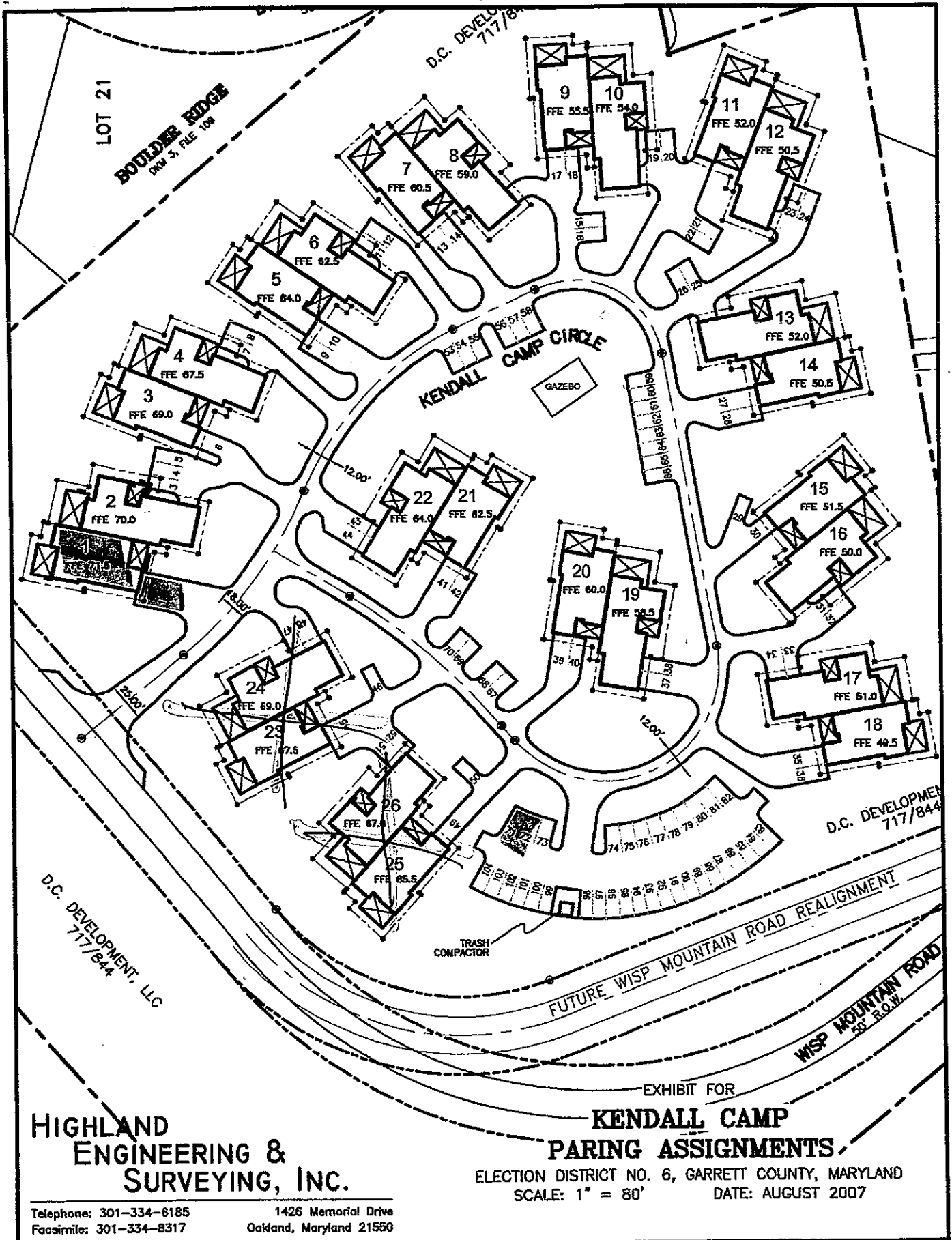
BY:



TITLE:


President

Exhibit A



**HIGHLAND
ENGINEERING &
SURVEYING, INC.**

Telephone: 301-334-6185
Facsimile: 301-334-8317

1426 Memorial Drive
Oakland, Maryland 21550

**KENDALL CAMP
PARING ASSIGNMENTS**

ELECTION DISTRICT NO. 6, GARRETT COUNTY, MARYLAND
SCALE: 1" = 80' DATE: AUGUST 2007

Phase I

Units 1, 2 - 5, 6 - 7, 8 - 11, 12 - 13, 14 - 15, 16