MANDATORY BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH AN “ACTION”) BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO’S EMPLOYEES AND AGENTS), RELATING TO OR ARISING OUT OF THE SHINGLES OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT www.adr.com OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879) AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL, AT P.O. BOX 1404, JOPLIN, MISSOURI 64802 WITHIN THE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW.

Legal Remedies: EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TAMKO BUILDING PRODUCTS, INC. IN NO EVENT SHALL TAMKO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. NO ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST TAMKO RELATING TO OR ARISING OUT OF THE SHINGLES, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAW) AFTER THE DATE OF PURCHASE. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO’S PRESIDENT, HAS AUTHORITY TO ASSUME FOR TAMKO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE SHINGLES EXCEPT AS DESCRIBED ABOVE. THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER.

This Limited Warranty is valid only in the United States, (excluding Hawaii and Alaska) and Canada (excluding Quebec and New Brunswick). All sales into jurisdictions where this limited warranty does not apply are “as is” and without warranty of any kind. This limited warranty applies to TAMKO FIBERGLASS SHINGLES SOLD ON OR AFTER JANUARY 25, 2008 and supersedes all previously published warranties.
The Owner may transfer this Limited Warranty one time only during the first two years of the Term to a Purchaser. No other transfers are permitted.

TABLE 1

<table>
<thead>
<tr>
<th>SHINGLE</th>
<th>FULL START PERIOD</th>
<th>AFTER THE FULL START PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glass Seal</td>
<td>240 months</td>
<td>120 months</td>
</tr>
<tr>
<td>AR Glass Seal</td>
<td>240 months</td>
<td>120 months</td>
</tr>
<tr>
<td>Elite Glass Seal</td>
<td>300 months</td>
<td>120 months</td>
</tr>
<tr>
<td>Heritage 30AR</td>
<td>360 months</td>
<td>120 months</td>
</tr>
<tr>
<td>Heritage XL 480</td>
<td>480 months</td>
<td>120 months</td>
</tr>
<tr>
<td>Heritage 50 AR</td>
<td>600 months</td>
<td>120 months</td>
</tr>
</tbody>
</table>

Right of Inspection and Time for Payment: TAMKO shall have a reasonable time after notification of Shingles to determine if there are manufacturing defects which have directly caused leaks. TAMKO will provide the Owner with a Material Certificate for replacement Shingles and/or a Labor Payment Certificate that may be used to pay the reasonable cost of installing replacement Shingles to the owner of the Limited Warranty. This is TAMKO’s Maximum Liability during the Full Start Period.

After the Full Start Period: If, after the end of the Full Start Period, Shingles that have been installed in strict accordance with the instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO’s obligation is limited to providing the Owner with a Material Certificate for replacement Shingles or, at TAMKO’s option, the Dollar Limit Per Square identified in Table 1. The Dollar Limit Per Square and the liability of replacement Shingles will be prorated over the life of the Limited Warranty. This is TAMKO’s Maximum Liability after the Full Start Period. TAMKO is not responsible for the cost of labor for installing replacement Shingles during the Full Start Period. Payment shall be made by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a warranty claim at a time when 100 months remain in the Full Start Period, TAMKO’s Maximum Liability is to provide a Material Certificate for the number of shingles that have blown off. Shingles that are installed in cool seasons may not seal until weather conditions are conducive for Shingle sealing to activate. If conditions (a) and (b) have been met and during the first 60 months of the Term the Shingles are damaged or blown off by wind up to the designated wind velocity per product identified in Table 1 this Limited Wind Warranty applies only if: (a) the Shingles were installed in strict accordance with the instructions printed on the wrapper and (b) the Shingles have had the opportunity to seal down. Shingles that are installed in cool seasons may not seal until weather conditions are conducive for Shingle sealing to activate. If conditions (a) and (b) have been met and during the first 60 months of the Term the Shingles are damaged or blown off by wind up to the designated wind velocity per product identified in Table 1, TAMKO will process the Owner’s claim in accordance with the sections titled “TAMKO Full Start Period” or “After the Full Start Period,” whichever is applicable. Alternatively, TAMKO may, at its option, provide the Owner with a Labor Payment Certificate that may be used to pay the reasonable cost of manually sealing unsealed Shingles and replacing Shingles that have been blown off and a Material Certificate for the number of shingles that have blown off. Shingles will be conclusively deemed to have been exposed to winds in excess of the designated wind velocity for the product that the Shingles are installed in or for injuries or damages of any kind whatsoever. Therefore, the Owner shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

Exclusions from Coverage: TAMKO shall not be liable under any circumstances for:

1. Faulty or improper application of the Shingles, inadequate ventilation of the Shingles or Shingles not installed or applied in accordance with TAMKO written instructions to the installer on the packaging or leaks or stains resulting from any one or more of such conditions.
2. Damage to any building, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
3. Tear-off, removal, or disposal of any Shingles, or for any costs related to such tear-off, removal, or disposal.
4. Removal or abatement of any asbestos present in the roof to which the Shingles are applied, or for any costs related to such removal or abatement.
5. Shading or discoloration from any cause whatsoever, including, but not limited to, algae, moss or staining from unfavorable trees, except as listed in the Algae Cleaning Limited Warranty set forth above.
6. Damage caused by Algae, fungus, or other biological growth.
7. Leaks or damages resulting from Acts of God (including, but without limitation, lightning, wind (except as set forth in the Limited Wind Warranty), hurricane, tornado, hail, or other violent storm or casualty), impact of objects or damage to a roof due to settlement, distortion, failure or cracking of the roof deck, voids or faulty building or any material or failure of material used as a roof base over which the Shingles are applied, or for damage by traffic on the roof.
8. Chemical attack on the Shingles as a result of exposure to chemicals including, but not limited to, alkaline or aliphatic solvents, chlorinated hydrocarbons, tarpentines, oils or inorganic pigments.
9. Leaks or damage to the Shingles from any cause other than inherent manufacturing defect in the Shingle.

Transferability: The Owner may transfer this Limited Warranty one (1) time during the first two (2) years of the Term to a purchaser of the building upon which the Shingles are installed (a "Purchaser"). The transfer must occur simultaneously with the sale of the building or the sale of ownership interests in the building. The Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include the names of the Owner and Purchaser, the address of the building upon which the Shingles are installed, the date the Shingles were installed, and the date of the transfer. The Owner may transfer this Limited Warranty only once (1) time. Except for one transfer to a Purchaser during the first two (2) years of the Term, this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Upon transfer of this Limited Warranty, the new Owner may not be sold, assigned or transferred in any manner whatsoever.

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