

Master Elite - 1 YR
PROGRAM PARTICIPATION AGREEMENT

This agreement (this "Agreement") is made 2/9/2021 (the "**Starting Date**"), between Building Materials Corporation of America d/b/a GAF, a Delaware corporation ("**GAF**"), and Good's Construction, a company organized under the laws of the State of VA whose address is 493 Crowell Ln, Lynchburg, VA, 24502 USA ("**you**").

BACKGROUND

GAF is North America's largest manufacturer of roofing products. You (or your current owners, directors or officers, if "you" are a business entity) are an experienced roofing contractor with at least seven years of roofing experience. Because of your experience and commitment to superior workmanship and customer satisfaction, and your meeting additional criteria, you are eligible to offer GAF Enhanced Warranties (as defined in Paragraph 4h) to your customers within the Designated Territory (as defined in Paragraph 13) in connection with your sale and installation of GAF roofing products that you purchase from authorized independent distributors and others. You desire to include the Enhanced Warranties in your customer product offerings and to become a participating member of the GAF Master Elite™ Roofing Contractor Program (the "**Program**"), as described below. You acknowledge and agree that participation in the Program is in connection with your long-standing established business, which has included the sale of GAF roofing products which carry with them certain GAF customer warranties, under your current business name and practices, and you are not entering into a new business. You also acknowledge and agree that (i) you and GAF anticipate that the incremental revenue you may receive from the sale of Enhanced Warranties are likely to represent less than 20% of your revenue and (ii) you have not relied on any promise, warranty or guaranty, as to the potential volume, profits, or success of your business or your sale of Enhanced Warranties, as a result of your membership in the Program.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Background and Enrollment Form is Part of Agreement. The BACKGROUND section at the beginning of this Agreement contains contractual terms that are not mere recitals and is incorporated into this Agreement as if fully set forth herein. Further, the Electronic Enrollment Form, which includes a program application and other additional requirements, is incorporated into this Agreement as if fully set forth herein.
2. Master Elite™ Roofing Contractor Program Membership. GAF hereby grants you membership in the Program, with all the rights, privileges and obligations of a participating member in the Program, as more fully described below, and subject to all the terms and conditions set forth in this Agreement.
3. Term. The initial term shall be one year from the Starting Date (the "**Initial Term**"), subject to earlier termination as provided in Paragraph 10 below. GAF shall have the right to renew this Agreement for successive additional one (1) year periods.
4. Commitments of GAF. GAF will provide, or offer to provide you the following services or materials that are designed to enhance your business.
 - a. Leads. Access to leads generated through advertising and marketing materials available from GAF, including, at your option, a hyperlink to your web page from GAF's web page and inclusion in GAF's Internet locator to identify you as a Master Elite™ Roofing Contractor when a potential customer types in a zip code in your Designated Territory.
 - b. Sales Tools. Tools and services, at GAF's cost (or less), that reinforce trust, help close sales, help reduce costs and increase capabilities ("**Sales Tools**").

c. Group Purchasing. Help you gain access to group buying programs for among other things, insurance and vehicle leasing, although GAF cannot guaranty that such buying programs will be available or advantageous to you and GAF does not make any representations or warranties with respect to any vendor or such vendor's products and/or services.

d. Installation and Safety Manuals and Examinations. Provide installation and safety training manuals and administer crew supervisor/foreman Installation and Safety Examination.

e. Marketing Tools. Special marketing materials, offered to you at GAF's out-of-pocket cost (or less), including customized Master Elite™ pitch books and DVDs ("**Marketing Tools**").

f. Advisory. General assistance and field support made available by GAF in its discretion to help you in the ongoing operation, advertising and promotion of the Program.

g. Additional Services. At your request, and at GAF's cost (or less), GAF will be reasonably available to provide on-site installation/safety training (which may include such topics as proper installation techniques and safety at the worksite), selling skills training (which may include topics such as generating leads, selling the Weather Stopper® 3-Part Roof Protection System and closing the sale) and general business management training (which may include such topics as the management and motivation of personnel).

h. Enhanced Warranty Products. Subject to the terms and conditions of this Agreement, GAF authorizes you to offer to your customers, in only your Designated Territory, certain enhanced product warranties covering GAF roofing systems, which currently include the Weather Stopper® Golden Pledge® Ltd. Warranty, the Weather Stopper® System Plus Ltd. Warranty, and the All-American Pledge™ Guarantee (which because of the workmanship levels required of the contractors for GAF to extend these warranties to customers, may only be offered by members of the Program and in some cases certain other authorized parties) (the "**Enhanced Warranties**").

i. Optional Services. If GAF offers other tools, programs and services, GAF may charge its costs for such other services to you. Your use of or participation in these activities will be optional and at your sole election.

5. Commitments of Contractor.

a. Operating Principles. You shall: (i) at all times be, and shall perform all work as a contractor, in compliance with all applicable laws and regulations, (ii) uphold operating principles designed to enhance trust and achieve property owner satisfaction, including a commitment to quality installation and professional business management practices (such practices to include, without limitation, operating in compliance with all applicable tax, corporate governance, employment, and business operations laws or regulations; maintaining a diligent process to screen, hire and evaluate employees or potential employees, including, where practicable, using background checks; and abstaining from deceptive or unfair trade practices), (iii) maintain all necessary or applicable licenses, insurances and permits, (iv) maintain a good credit history, and (v) maintain good standing with your local Better Business Bureau and your state's Consumer Affairs Office. You acknowledge that GAF may, from time to time and at its expense, contact such regulators, bureaus, agencies, services, brokers or third party references as GAF deems necessary to ensure compliance with the foregoing. You shall not use any subcontractor unless such subcontractor can comply with the foregoing terms of this Paragraph 5a and the other terms set forth herein which refer to subcontractors.

b. Workmanship Defect Coverage.

i. For all installations on which you have registered a Weather Stopper® System Plus Ltd. Warranty or Weather Stopper® Golden Pledge® Ltd. Warranty, you shall at your cost make all repairs if there is an application error in any installations of GAF products, which is discovered or discoverable within the first two years from the date of registration of each Enhanced Warranty, identified by GAF as deviating from GAF's requirements, regardless of whether your customer has made a claim with respect to such items ("**Punchlist Items**"). In addition, regardless of whether GAF conducts an inspection, you must perform repairs without charge with respect to any GAF products you install if required as a result of any misapplications of such GAF

products which are discovered or discoverable during the aforementioned period and are the subject of a claim made by your customer.

ii. You shall complete any Punchlist Items in accordance with GAF's requirements no later than thirty (30) days after notification from GAF and provide photographs if required by GAF. If Enhanced Warranty Punchlist Item repairs are required because of leaking you shall complete those repairs in accordance with GAF's requirements no later than 10 days after notification from GAF. If you need to make an emergency repair to a roofing system which is not performing, you must (a) stop the leak (GAF will reimburse you without prior approval up to \$100) and (b) call GAF to develop an action plan. If there is a Weather Stopper® 3-Part Roof Protection System not performing and it is not an emergency, you are required to call GAF's Certified Contractor Hotline to develop an action plan.

c. Enhanced Warranties; GAF Bucks.

i. General. During the term of this Agreement, including any renewal term, you will promote the sale of Enhanced Warranties to your customers in connection with your installation of GAF roofing products in your Designated Territory. GAF will periodically monitor your promotion and sale of Enhanced Warranties and may contact you to discuss your progress in meeting the 12 Month Point Threshold (as defined below), especially during the Initial Term. To offer Enhanced Warranties at any time, you must provide GAF's representatives safe access to the roof that will be covered by the Enhance Warranty and allow for interim inspection during the installation (and, in some cases, pre-inspection).

ii. Warranty Purchases During Each 12 Month Term. During the Initial Term and thereafter for each successive 12 month renewal period mutually agreed to by the parties in accordance with Paragraph 3, you are expected to purchase and register with GAF either (i) a quantity of Enhanced Warranties totaling at least 120 points or such other amount as determined for your Designated Territory by GAF in its sole discretion on at least 350 squares of residential roofing projects or (ii) if 80% or more of your annual revenue is derived from commercial low-slope roofing projects, Weather Stopper® Golden Pledge® Ltd. Warranties on at least 500 squares of roofing projects (the "**12 Month Point Threshold**"). With respect to clause (i) of the preceding sentence, each Weather Stopper® Golden Pledge® Ltd. Warranty counts as 12 points, each Weather Stopper® System Plus Ltd. Warranty counts as 2 points and you may achieve the 12 Month Point Threshold by sales of Weather Stopper® Golden Pledge® Ltd. Warranties and sales of Weather Stopper® System Plus Ltd. Warranties in any combination. You will pay the bona fide wholesale price for the Enhanced Warranties in effect at the time of purchase. GAF's election to renew this Agreement in accordance with Paragraph 3 may be affected by your failure to achieve the 12 Month Point Threshold; provided, however, that, with respect to your first failure to meet the 12 Month Point Threshold, GAF will consider any facts presented by you which demonstrate that the failure was not due to lack of effort on your part, including by showing that you have systematically and effectively been using Sales Tools and Marketing Tools. Your purchase of \$4,950 worth of GAF Bucks (as defined in Exhibit A), or a smaller amount of GAF Bucks in the same proportion to \$4,950 as the proportion of the point shortfall compared to the 12 Month Point Threshold ("**Shortfall Bucks**") (for example, if you achieved only 60 points of Enhanced Warranties, you could purchase 60/120, or ½ of \$4,950 worth of GAF Bucks, or \$2,475 worth of GAF Bucks), during the prior 12 month period and/or in the month following the close of a 12 month period would be considered in determining your level of effort to achieve the 12 Month Point Threshold in effect for the Initial Term (and only for the Initial Term and not for succeeding renewal periods) through the use of Sales Tools and Marketing Tools; provided that, to the extent that GAF elects not to renew this Agreement in accordance with paragraph 3, GAF will refund to you any unused GAF Bucks purchased by you in the twelve months prior to the effective date of such termination.

iii. GAF Bucks. You will earn GAF Bucks as described in the GAF Bucks Program Terms and Conditions (the "**GAF Bucks Program T&C**") and attached hereto as Exhibit A. GAF Bucks can be used to purchase Sales Tools, Marketing Tools and other items, subject to availability. The GAF Bucks Program T&C currently in effect are set forth at www.ccz.gaf.com. GAF reserves the right to modify the GAF Bucks Program T&C from time to time at its sole discretion.

iv. Payments Non-refundable. Payments for Enhanced Warranties are non-refundable, except where GAF terminates this Agreement for convenience or GAF determines to modify this Agreement to improve the Program, in which case, if you choose not to accept these modifications, you may terminate this Agreement and you may receive a refund equal to the amount of the purchase price paid for unused pre-paid Enhanced Warranties.

v. Taxes. You hereby acknowledge that any Enhanced Warranties you purchase from GAF are with the intent to resell such Enhanced Warranties to your customers and you shall provide GAF with all applicable resale certificates required by any state or local governmental body or agency. Further, you acknowledge that GAF will not collect, and will have no liability for collecting, any sales, use or other related tax, if applicable, from you in connection with the sale of any Enhanced Warranty. You agree to collect any sales, use or other related tax, if applicable, from your customers in connection with the resale of any Enhanced Warranty.

d. Warranty Administration. You must register with GAF all Enhanced Warranties you sell to customers no later than 30 days after installation. On Weather Stopper® Golden Pledge® Ltd. Warranty projects greater than 250 squares, GAF will not issue the warranty until any and all punchlist items are corrected and without a pre-inspection if GAF so requires. GAF reserves the right not to issue any Enhanced Warranty (i) that is not registered within 30 days after installation, (ii) for which GAF has not received the full Enhanced Warranty fee, or (iii) that does not meet the appropriate warranty eligibility requirements. If a property owner seeks a resolution directly from GAF, GAF reserves the right to seek indemnification from you pursuant to Paragraph 8d.

e. Training. You shall have a minimum of three employees per contract year pass the Steep Slope Pro Field Guide test. For each increment of \$1,000,000 of revenues generated by you in excess of \$1,000,000 (up to a maximum of \$5,000,000) in the calendar year immediately preceding the commencement of the relevant contract year, two additional employees or employees of subcontractors on your shingle installation crew shall also pass such test. Each of these persons must achieve four Continuing Education Units per year. All Enhanced Warranty installation projects must be supervised by a foreman who has passed the GAF Steep Slope Pro Field Guide test.

f. Inspection/Workmanship. You shall coordinate with GAF to allow GAF to inspect at least five of your installations during each contract year during the term of this Agreement, with at least two installations inspected every six months. You must achieve an average inspection score of at least 8.5 on each GAF inspection. If your inspection score on any Weather Stopper® Golden Pledge® Ltd. Warranty installation is below 7.0, you must submit photos of the installation with the punchlist completion form. You must maintain a customer satisfaction survey through our Market Pulse Survey rating of 90% or higher for the most recent three-year period. The survey size must represent the installation of a minimum of 500 squares annually.

g. Use of GAF Products. You agree that in each contract year of this Agreement, not less than 75% of the amount paid for all of your purchases of roofing products shall be for GAF roofing products you purchase from authorized independent distributors and other third parties (excluding purchases where an architect, specifier or builder requires that you use a product manufactured by someone other than GAF).

h. Advertising. GAF does not require that you advertise or that you contribute to any advertising programs. If you choose to advertise your business, you may use your own materials to do so. If you include the GAF Marks (as defined in Paragraph 7), in your advertising, you must follow GAF's guidelines for use of the GAF Marks contained in GAF's Tools for Success Guide (the "**Tool Kit**") or otherwise provided to you in writing, and you must immediately discontinue any advertisement if GAF directs you to do so. If you advertise using materials GAF provides which display the GAF Marks, you may not alter the material without GAF's prior written approval, except as described in the Tool Kit.

i. Non-Disparagement. During the term of this Agreement and after its expiration or termination for any reason, you will not make any false, misleading or disparaging statements about GAF or any of its competitors to any customers or consumers of GAF's products or potential customers or consumers of GAF's products, GAF's vendors or potential vendors or the media.

j. Late Payments. Amounts you owe with respect to any products or services you purchase from GAF or its affiliates which are not paid within ten days of the date payment was due will bear interest from the date due, until paid, at the rate of 18% per annum or the highest rate permitted by applicable state law, whichever is less. Interest will be calculated on a daily basis.

k. Insurance.

i. You, at your sole cost and expense, shall procure and maintain in full force and effect during the initial term and any renewal term of this Agreement and for longer if specified below, the following types of insurance and in the amounts indicated:

- (1) Commercial General Liability Insurance: written on an occurrence basis, including coverage for premises liability, contractual liability and completed operations liability, for bodily injury and property damage, with limits of at least \$1,000,000 per occurrence. Completed operations coverage shall be kept in force for at least one (1) year from the date of installation.
- (2) Worker's Compensation: statutory worker's compensation benefits or local equivalent covering you and all your employees (including principals), representatives and agents.

ii. All insurance required to be maintained under this Agreement and any amendments thereto shall be written with reputable insurers and such insurers shall endeavor to provide GAF with thirty (30) days written notice of cancellation, termination or adverse material change in such insurance.

iii. No less than five (5) business days prior to the effective date of this Agreement, you shall furnish GAF's representative with original certificates of insurance evidencing the above insurances. The certificates of insurance shall show GAF as a "certificate holder". No later than the renewal date of any insurance policies required by this Agreement, you shall supply GAF with new, original certificates of insurance in compliance with the terms of this Agreement.

iv. You shall not permit any subcontractor to perform the work or services, or any portion thereof, unless such subcontractor is and remains insured in accordance with the above requirements. You shall indemnify, defend and hold harmless GAF from and against the failure of any such subcontractor to be so insured. Prior to allowing any subcontractor onto the jobsite, you shall obtain from the subcontractor an original certificate of insurance evidencing all of the above insurance requirements. No later than the renewal date of any insurance policies required of a subcontractor by this Agreement, you shall obtain from such subcontractor new, original certificates of insurance evidencing such subcontractor's renewed insurance policies as required by the terms of this Agreement.

v. You agree that you and each of your employees (including principals), representatives, agents and subcontractors shall comply with all applicable Worker's Compensation (or local equivalent) laws and you shall, from time to time, at the request of GAF, furnish evidence satisfactory to GAF that all payments to be made by you and your employees (including principals), representatives, agents and subcontractors required by such laws have been and are being made.

vi. GAF shall not be liable for, nor have any obligation to insure against, any loss or damage to machinery, tools or any other non-expendable items or personal property owned or rented by you, your subcontractors and/or their employees, representatives or agents and GAF shall not be liable for any loss or damage thereto.

1. True and Correct Information. You represent, warrant and covenant that all information provided to GAF, either in your application for membership in the Program or otherwise, shall remain true and correct and, in the event any such information changes, you shall promptly notify GAF.

6. Confidentiality. During the term of this Agreement and after its expiration or termination, you shall keep confidential the confidential and proprietary information of GAF, including the contents of this Agreement, the Tool Kit and other details of the Program (other than details that are publicly available), and any other information about GAF's operations, marketing plans, and products, obtained as a result of your participation in the Program. Any such confidential information shall be used only for your operation of your business that is participating in the Program under this Agreement, and you shall divulge such confidential information and material only to your employees, subcontractors or agents (collectively, "**Representatives**") who need to know such information so that you may comply with the Program, provided that you shall be liable for any unauthorized disclosure by any of your Representatives.

7. Trademarks. GAF grants you a limited, non-exclusive, non-transferable license to use the name "GAF" and certain other trademarks, service marks, logos and slogans owned or licensed by GAF (the "**GAF Marks**") in connection with identifying yourself as a GAF Master Elite™ Roofing Contractor in your Designated Territory and selling any GAF products in connection therewith, so long as such use is in full compliance with the provisions of this Agreement and in accordance with the rules prescribed from time to time by GAF in the Tool Kit or elsewhere. You shall limit your use of all GAF Marks to such uses specifically authorized in the Tool Kit and you shall conduct your business in a manner that reflects favorably at all times on GAF, the Program and the GAF Marks. You shall at no time engage in deceptive, misleading or unethical practices or conduct or perform any other act that may have a negative impact on the reputation or goodwill of GAF, the GAF Marks or any other member of the Program. In the event of any infringement of, or challenge to, your use of any name, mark or symbol GAF licenses to you, you must immediately notify GAF, and GAF will have sole discretion to take any action deemed appropriate in order to preserve and protect the ownership, identity and validity of the GAF Marks, and if any administrative proceeding or litigation takes place concerning the GAF Marks, GAF will control that action. GAF is not required under this Agreement to protect your right to use the GAF Marks or to protect you against claims of infringement or unfair competition arising out of your use of the GAF Marks. If it becomes advisable at any time in the sole discretion of GAF to modify or discontinue the use of any name or mark and/or use one or more additional or substitute names or marks, you will be responsible for the tangible costs (such as replacing signs and materials). GAF is not required to participate in your defense or indemnify you for any expenses or damages if you are a party to a proceeding involving one or more GAF Marks, regardless of the outcome of that proceeding. You may not contest, directly or indirectly, GAF's ownership, title, right or interest in the GAF Marks, or the trade secrets, methods, procedures and advertising techniques which are part of the Program, or oppose, petition to cancel, challenge, or contest GAF's right to register, maintain, use or license others to use the GAF Marks, trade secrets, methods, procedures or techniques.

8. Independent Contractor.

a. Independent Contractor. The parties understand and agree that this Agreement does not create a fiduciary relationship between them, that you are and shall be an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. This Agreement is not a franchise agreement and does not create a franchisor-franchisee relationship.

b. Notice of License to Public. During the term of this Agreement and any extensions hereof, you shall hold yourself out to the public as an independent contractor, unaffiliated with GAF other than as a member of the GAF Master Elite™ Roofing Contractor Program, and you shall not identify yourself as an employee or agent of GAF.

c. Your Employees. You will be solely responsible for all employment decisions and functions, including hiring, firing, discipline, supervision, setting terms of employment and compensation and implementing a training program for employees of your business. You will never represent or imply to prospective employees and employees that they will be or are employed by GAF or any affiliate of GAF. GAF shall not control or have access to your funds or the expenditure thereof, or in any other way exercise dominion or control over your business or employees.

d. No Agency; Indemnification. The parties understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on GAF's behalf, to bind GAF, or to incur any debt or other obligation in GAF's name, and that GAF shall in no event assume liability for or be deemed liable hereunder as a result of any such action or by reason of any act or omission of yours in your conduct of your business or any claim or

judgment arising therefrom against GAF. You shall defend, indemnify and hold harmless GAF, its affiliates, and their respective directors, officers and employees, against any and all claims and damages (including reasonable attorneys' fees) arising directly or indirectly from or as a result of your operations or conduct.

9. Assignment. GAF may sell, assign or otherwise transfer all or any part of its rights or obligations under this Agreement to any other person or legal entity, including a competitor, provided the assignee assumes all of GAF's assigned obligations. The rights, privileges and obligations of membership in the Program are granted only to you as the contractor under this Agreement and are not assignable or transferable in any manner, to any other person or entity, without the prior express written consent of GAF, which may be given or withheld in GAF's sole discretion. GAF may require as a condition to any transfer that the new contractor qualifies and signs the current form of this Agreement and agrees to attend any training GAF requires, you sign a general release in favor of GAF and its affiliates, all of your outstanding accounts are paid, and other criteria determined by GAF in its sole discretion.

10. Default and Termination.

a. Default with No Opportunity to Cure. GAF may, at its option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon your receipt of GAF's written notice terminating this Agreement if any of the following events occur: (i) if you become legally insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you or such a petition is filed against and consented to by you, or if you are adjudicated bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; (ii) if you or any person with direct or indirect control over your management or policies engages in deceptive, misleading or unethical practices, is charged with or convicted of any crime or offense that GAF believes is likely to have an adverse effect on the Program, the GAF Marks, the goodwill associated therewith, or GAF's interest therein, or engages in behavior that, in the sole judgment of GAF, is in violation of your obligation to uphold the operating principles set forth in Paragraph 5a; (iii) if you attempt to transfer control of your business or any rights or obligations under this Agreement without GAF's prior written consent; (iv) if you fail to comply with any covenant not to compete contained in Paragraph 12; (v) if you receive three written notices of default hereunder during a 12-month period, whether or not such defaults are cured after notice; (vi) if you have made any material misrepresentation or omission in your application for membership in the Program; or (vii) if you do not comply with your warranty service and inspection score requirements in Paragraphs 5b and 5f.

b. Default with Opportunity to Cure. You shall have 10 days after receipt of written notice from GAF of a default in a payment obligation to GAF to cure such default. Other than a payment default or a default listed in Paragraph 10a, you shall have 20 days after receipt of written notice to cure a default hereunder and provide evidence thereof to GAF which is satisfactory to GAF. If any such default is not cured within the time specified, at GAF's option this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the applicable cure period.

c. Contractor Termination. You may terminate this Agreement at any time after the first anniversary of the Starting Date, provided that you shall give GAF at least 30 days' prior written notice of any such termination.

d. GAF Termination for Convenience. GAF may terminate this Agreement at any time upon at least 30 days' prior written notice.

11. Obligations upon Termination.

a. Obligations. Upon termination for any reason, expiration or a permitted transfer of this Agreement, all rights granted hereunder to you shall immediately terminate. You must permanently cease use of any GAF Marks and the Tool Kit and return the Tool Kit and return, at GAF's request, any other materials GAF provided to you, unless otherwise licensed to you under another program, and pay any and all amounts due to GAF and its affiliates. You must cease holding yourself out as a GAF Master Elite™ Roofing Contractor, completely de-identify with the Program, and comply with the non-competition, confidentiality and other provisions of this Agreement which expressly or by implication are

intended to survive the termination or expiration of this Agreement. Notwithstanding termination for any reason, expiration or a permitted transfer of this Agreement, you must continue to make repairs described in Paragraph 5b.

b. Warranty Registration After Termination. Whether this Agreement is terminated by you or GAF, for any Enhanced Warranties for roofs installed prior to the termination date to be effective, such Enhanced Warranties must be registered by you by no later than 30 days after such termination date. Unused prepaid Enhanced Warranties cannot be registered for roofs installed after the termination of this Agreement, whether by you or GAF for any reason.

12. Covenant Not to Compete. You agree that, during the term of this Agreement and for six months after the termination or expiration of this Agreement for any reason, you shall not, directly or indirectly within the Designated Territory: (a) advertise yourself as a special class of contractor (such as "Authorized", "Certified", or "Master Elite" Contractor) installing roofing products not sold by GAF or its affiliates in any mass media forum, including but not limited to, yellow pages, television, radio, internet website and social media; or (b) actively solicit sales of any warranty covering any roofing product not sold by GAF or its affiliates for which a separate charge is imposed.

13. Designated Territory; Satellite Territory.

a. Definitions. A "Designated Territory" shall be defined as the geographic area within a 100-mile radius of your principal business address. A "Satellite Territory" shall be defined as an area outside of your Designated Territory. Neither a Designated Territory nor a Satellite Territory shall be exclusive to you or any Program member, and nothing in this Agreement shall be construed as granting you a right or award of an exclusive territory.

b. Operation in Satellite Territory. If you desire to operate as a Master Elite™ Roofing Contractor in a Satellite Territory, you may do so but only if GAF agrees, in its sole discretion. To operate as a Master Elite™ Roofing Contractor in a Satellite Territory you shall: (i) notify GAF in writing of such desire; and (ii) sign and deliver to GAF a complete set of Master Elite™ Roofing Contractor agreement forms for the Satellite Territory setting forth the terms under which you shall operate. If GAF, in its sole discretion, agrees to permit you to operate in the requested Satellite Territory, then GAF shall sign and deliver to you the agreement for the Satellite Territory. The Satellite Territory will be considered a separate operating territory for the terms and purposes (including benefits) of the Master Elite™ Roofing Contractor Program, therefore you must operate under all of the applicable terms and conditions in the agreement related to such Satellite Territory.

14. Disputes Between the Parties.

a. Resolution. The parties agree to make a diligent, commercially reasonable attempt to resolve any disputes arising out of or concerning the provisions of this Agreement or the Program. If the parties are unable to resolve a dispute within 15 days after notice from one party to the other, except for your violation of the confidentiality provisions in this Agreement or any misuse of the GAF Marks, such dispute shall be settled by final and binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") at the offices of the AAA in the state nearest the location of your offices. Within thirty (30) days after an arbitrator has been selected, the parties shall provide all documents and electronically stored information ("ESI") related to or necessary to the prosecution or defense of any claim, defense or legal theory presented in the arbitration by either party. The parties shall only be required to produce ESI that is stored in a reasonably accessible medium. No other document requests, interrogatories or requests for admissions shall be permitted. If either party desires to file a dispositive motion, that party must first submit a letter to the arbitrator outlining the legal and factual issues that it contends are ripe for summary disposition. The opposing party shall have five (5) days to submit a letter detailing its position on the requested motion. Within two (2) weeks of submission of the opposing party's letter, the arbitrator shall determine whether the requesting party shall be permitted to file a dispositive motion. The decision of the arbitrator shall be final and binding upon the Parties and shall be set forth in a written reasoned opinion, and any award may be enforced by either party in any court of competent jurisdiction. Any award of the arbitrator shall include interest from the date of any damages incurred for breach or other violation of this Contract, and from the date of the award until paid in full, at the rate of one percent (1%) per month compounded monthly. Except as may be required by law, neither party may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other party.

(i) The Parties agree that any arbitration arising out of or relating to this Agreement may include by consolidation, joinder or joint filing, any additional person or entity not a party to this Agreement (including but not limited to your subcontractors and vendors) to the extent necessary to achieve an efficient and equitable resolution of the issues. You expressly agree to include in all of your subcontracts with your subcontractors and vendors relating to this Agreement, a clause providing that the subcontractor or vendor agrees and consents to being joined to any arbitration and/or proceeding between you and GAF.

(ii) Upon the request of GAF, you agree and consent to being joined to the extent necessary to achieve an efficient and equitable resolution of the issues, by consolidation, joinder, or joint filing to any dispute, lawsuit, arbitration and/or proceeding between you and/or any other entity or party arising out of or relating to this Agreement or any services performed hereunder.

b. Injunctive Relief. You acknowledge that irreparable injury may result to GAF and its business upon a breach or threatened breach of Paragraphs 5i, 6, 7, 11a and 12 and that money damages may not be a sufficient remedy for any such breach. You therefore agree that upon any act in violation or threatened violation of any such provision, GAF shall be entitled, in addition to such other remedies now or hereafter available at law, in equity, by statute or otherwise, to seek damages and relief as may be available under applicable law, including obtaining a temporary restraining order and/or a permanent injunction prohibiting you from engaging in any such act or specifically enforcing this Agreement, as the case may be, without proof of damages or posting a bond.

15. Communications and Website. You agree and acknowledge that through membership in the Program, you consent to receive marketing and commercial communications and messages from GAF and third parties in any form or channel of communication, including but not limited to mail, e-mail, fax, or text message. You fully and completely release any and all claims you may have had in the past or may have in the future based on your receipt of marketing communications from GAF or third parties. In addition, membership in the Program requires you to permit GAF (but not the obligation) to include your name, address and telephone number on any website owned by GAF or a third party at GAF's sole discretion. Any information collected in connection with this Program shall be governed by GAF's privacy policy, which can be located at http://www.gaf.com/About_GAF/Legal/Privacy_Policy.

16. Governing Law; Remedies. This Agreement shall not be effective until signed by you and accepted by GAF as evidenced by the signature of this Agreement by an authorized officer of GAF. This Agreement shall be interpreted and construed under the substantive laws of the State of Delaware without reference to its conflict of laws principles, except to the extent governed by the United States Trademark Act of 1946 or other superseding federal law. All remedies under this Agreement shall be cumulative and not exclusive.

17. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior agreements between the parties, whether written or oral. No amendment, change or variance from this Agreement shall be binding on the parties hereto unless mutually agreed to by the parties, and executed by the parties or their authorized officers or agents in writing.

b. Amendment of Agreement by GAF. GAF retains the right to modify this Agreement at any time and make any changes that will further enhance and improve the Program upon written notice to you (an "**Amendment Notice**"). Notwithstanding Paragraphs 3 and 10c, if you do not accept or agree to such changes, you may terminate this Agreement without penalty by giving written notice to GAF no later than 30 days after receipt of the Amendment Notice, and GAF shall then (i) refund to you an amount equal to the purchase price of any Enhanced Warranties which have not yet been sold to a customer and (ii) register Enhanced Warranties for any project that was bid prior to your notice of termination as long as you identify in your termination notice any project for which you may wish to register an Enhanced Warranty. GAF may also modify the Program and the Tool Kit at any time upon written notice to you.

c. Severability. Each provision of this Agreement shall be considered severable, and, if for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by

a court or agency having valid jurisdiction, such invalid provision shall not impair the operation of, or have any other effect upon, any other provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto.

d. Due Diligence. You acknowledge that you have conducted an independent investigation of all aspects relating to the Program and recognize that the benefits to participation in the Program as a member as contemplated by this Agreement will be largely dependent upon your skills and ability as an independent businessperson. You acknowledge that you have received, read and understand the terms and conditions of this Agreement, and that you have been afforded ample time and opportunity to consult with advisors of your own choosing about the benefits and obligations of membership in the Program pursuant to this Agreement.

e. Headings. All headings in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, effective as of the date first above written.

GAF

A handwritten signature in black ink, appearing to read "Bobby Fischer", written over a light gray rectangular background.

Bobby Fischer
VP, Contractor Programs, GAF

Company Name: Good's Construction
Signature: Ryan Thivierge
Print Name: Ryan Thivierge
Title: Director of Operations