



2013 PRO-GRADE™ MASTER DISTRIBUTOR CONTRACT

A. Pro-Grade™ Master Distributor will be expected to meet either of the following criteria:

- 1. Branch Expectations:
 - Growth over Prior Year Winter Buy
 - Full Stocking Line
 - Strip Shingles
 - Timberline® Lifetime Shingles
 - 1 Value Collection or Ultra-Premium Line
 - 3 Categories of Lifetime Roofing System Accessories (Ex., Cobra®, Starter, Hip & Ridge)
 - Complete a Distributor Training Course
- 2. Exclusive or Strong Supporter
 - Exclusive: your only line of residential roofing is GAF.
 - Strong: on an annual basis, at least 45% of your residential roofing sales are GAF.



Pro-Grade™ Master Distributor: _____ Branch #: _____

Contact Name: _____ GAF Customer ID #: _____

Territory Number: _____ Dealer/Branch Name: _____

Address: _____ City, State, Zip: _____

Email: _____ Website: _____

Phone: _____ Fax: _____

In order to contact you with respect to offers from GAF and third parties that may be of interest to you, Distributor consents to receive faxes, emails, and phone calls from GAF and third parties.

I DO NOT wish to be contacted by GAF or any third parties.

Check here to receive a Pro-Grade™ Master Distributor Counter Stool.

Please choose one (1):
 Floormat or Pull-Up Banner
(subject to availability)



As a Pro-Grade™ Master Distributor, you will be eligible to receive co-operative marketing funds ("Co-op Dollars") equal to 1/2% of total purchases of GAF residential shingle purchases (excluding TruSlate®) for use in co-operative marketing programs approved in writing by GAF.

Co-op Dollars will be paid on a reimbursement basis at a rate of 50% of the qualifying expenditure (i.e., for every \$2 a distributor spends on a qualifying program, GAF will reimburse the distributor for \$1).

Co-operative marketing programs must take effect and be completed in 2013 and have at least one of the following goals:

- Grow unit volume of GAF products
- Communicate GAF value proposition as part of distributor value proposition

Please submit receipts for expenses incurred during the Term (as defined below) upon completion of a qualifying co-operating marketing program to your GAF Territory Manager. All expenses and corresponding receipts must be submitted to GAF by January 31, 2014. Any unclaimed Co-op Dollars shall expire and shall cease to be valid on and after such date. The "Term" of this Contract is from January 1, 2013 to December 31, 2013.