

**STORM RESPONSE
ADDENDUM TO THE**

Certified Roofing Contractor Program Participation Agreement

This Storm Response Addendum (this “**Addendum**”) is made [REDACTED], 20__ (the "Starting Date"), between Building Materials Corporation of America (d/b/a GAF, f/k/a GAF-ELK Corporation), a Delaware corporation (“**GAF**”) and [REDACTED], whose address is [REDACTED] (“**you**” or “**Contractor**”).

1. Effect on Agreement. This Addendum shall become a part of your Certified Roofing Contractor Program Participation Agreement (the “**Agreement**”) and incorporates by reference the Agreement. Except as specifically set forth in this Addendum, the Agreement shall remain unmodified and in full force and effect.
2. Defined Terms. Capitalized terms used but not defined herein shall have the meanings specified in the Agreement.
3. Storm Response Program. Subject to the eligibility requirements and obligations set forth in Paragraphs 5, 6 and 7 of this Addendum, GAF authorizes you to participate in the Storm Response Program (the “**Storm Response Program**”), which includes the right to identify yourself as a “GAF Storm Response Contractor” and to be considered for opportunities to offer the Weather Stopper® System Plus Ltd. Warranty (the “**System Plus Warranty**”) on certain roofing projects in a storm area outside your Designated Territory. It is understood and agreed that references to the “Program” in the Agreement shall, effective during the term of this Addendum, be deemed to include references to the Storm Response Program, unless the context otherwise requires.
4. Term. The term of this Addendum will be the remaining term of the Agreement. The term of this Addendum will be renewable for successive additional periods of one (1) year each only upon mutual written agreement of the parties. Either you or GAF can terminate this Addendum at any time by providing at least sixty (60) days’ prior written notice to the other.
5. Storm Response Area. This Addendum authorizes you to offer the System Plus Warranty, and only the System Plus Warranty, to customers in a single storm area outside your Designated Territory (a “**Storm Response Area**”). Notwithstanding anything to the contrary contained in the Agreement, you are prohibited from offering any other Enhanced Warranties or identifying yourself as any GAF designation other than a GAF Storm Response Contractor in the Storm Response Area. The Storm Response Area to which this Addendum applies is: [REDACTED]. You may be authorized as a GAF Storm Response Contractor in multiple Storm Response areas provided that you execute a separate Storm Response Addendum and meet and fulfill the eligibility requirements and obligations thereunder for each Storm Response Area in which you intend to be authorized as a GAF Storm Response Contractor.
6. Eligibility Requirements. To be eligible to participate in the Storm Response Program, during the term of the Agreement, the following eligibility requirements will apply:
 - (a) you must be actively enrolled and in good standing in the GAF Certified Roofing Contractor Program;
 - (b) you must promote Enhanced Warranties in your Designated Territory;
 - (c) at least seventy percent (70%) of your annual sales in storm areas must be in products manufactured by GAF (with evidence of such provided to GAF upon its request);
 - (d) you must submit an annual service charge in the amount of \$495 (the “**Annual Service Charge**”); this Annual Service Charge represents GAF’s cost for the training services provided to you for the Storm Response Area in which you are approved under the Storm Response Program, as well as the administrative cost for GAF to administer this program. Payment of the Annual Service Charge is non-refundable, except where GAF terminates the Agreement or this Addendum for convenience or

GAF determines to modify the Storm Response Program, in which case, if you choose not to accept these modifications, you may terminate your inclusion in the Storm Response Program and you may receive a refund equal to the proportion of the twelve (12) month term remaining as of such termination; and

- (e) you must hold valid licenses in your name to act as a roofing contractor in the Storm Response Area to which this Addendum applies.

The requirements stated above are in addition to the requirements of the Program.

7. Storm Response Contractor Requirements.

- (a) **Sales Requirement.** You must register with GAF at least sixty (60) System Plus Warranties within the Storm Response Area. The System Plus Warranties registered under the Storm Response Program are exclusive of, and in addition to, any Enhanced Warranties required to be registered under the Program or any System Plus Warranties required to be registered in another Storm Response Area under another Addendum. You will pay the bona fide wholesale price for the System Plus Warranties. GAF's election to renew this Addendum in accordance with Paragraph 4 may be effected by your failure to achieve the sales requirement in this Paragraph 7a.
- (b) **Training.** You shall have a minimum of two 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 Storm Response Area 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 System Plus Warranty installation projects in the Storm Response Area must be supervised by a foreman who has passed the GAF Steep Slope Pro Field Guide test.
- (c) **Installation.** Subject to availability of materials and weather conditions, you must complete all roof installation projects performed under the QP Program within thirty (30) days of the execution of an installation contract with the customer.
- (d) **Purchase Commitment.** You must spend at least seventy-five percent (75%) of your total annual spend on steep-slope roofing materials on purchasing steep-slope roofing materials, which include shingles and accessories, manufactured by GAF.

8. Effectiveness of the System Plus Warranties Registered Under the Storm Response Program. The System Plus Warranties registered under the Storm Response Program will not be effective if you have failed to perform any of the requirements set forth in Paragraph 5, 6 or 7 hereof. Additional requirements for the effectiveness of the System Plus Warranty can be found in the System Plus Warranty documentation. All terms governing Enhanced Warranties set forth in the Agreement, including those terms governing obligations upon termination of the Agreement, shall likewise apply to the System Plus Warranties registered under the Storm Response Program, except as specifically set forth herein or unless the context otherwise requires. System Plus Warranties sold prior to the termination or expiration of this Addendum must be registered by you within thirty (30) days of the termination or expiration of this Addendum. Any unused prepaid System Plus Warranties for roofs installed after the termination or expiration of this Addendum will not be registered.

9. GAF Marks: Subject to Paragraph 15, the parties acknowledge that the limited license granted to you with respect to GAF Marks under the Agreement includes the right to identify yourself as a GAF Storm Response Contractor (and use the GAF Storm Response Contractor logo as provided by GAF from time to time) only in the Storm Response Area and the terms and restrictions applicable to such GAF Marks under the Agreement applies to the name "Storm Response Contractor" and the corresponding logo.

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

11. Non-Disparagement. During the term of Agreement and the term of the Addendum 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.

12. Covenant Not to Compete. Notwithstanding any right, power or authority to the contrary contained in the Agreement, you agree that you shall not, directly or indirectly within the Storm Response Area: (a) advertise yourself as a special class of contractor other than a GAF Storm Response Contractor (including but not limited to, any designations held by you under the Agreement, such as "Authorized", "Certified", or "Master Elite" Contractor) installing roofing products 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 other than the System Plus Warranty covering any roofing, whether such warranty is on products sold by GAF and/or its affiliates or by any other manufacturer and for which a separate charge is imposed.

13. Third Party Services. From time to time, under the Storm Response Program, third party vendors may provide programs that are available to GAF Storm Response Contractors that meet such third party vendors' eligibility requirements. Such third party vendors are independent from GAF and GAF is not responsible for the acts or omissions of such third party vendors, including such vendors' eligibility requirements, acceptance or approval of your eligibility into such programs and/or the terms and conditions of such programs.

14. Termination. This Addendum shall terminate upon the termination of the Agreement. Furthermore, GAF may terminate this Addendum (without terminating the Agreement) (a) if GAF would otherwise be permitted to terminate the Agreement, (b) upon ten (10) days' written notice if you fail to meet the eligibility requirements of Paragraph 5 or the obligations of Paragraph 6 of this Addendum, (c) if you have not, within ten (10) days following written notice of a default in a payment obligation to GAF, cured such default and (d) if you have not, within twenty (20) days following written notice of a default in any other obligation to GAF under this Addendum (other than those covered by (a), (b) or (c) above), cured such default and provided evidence of such cure to GAF satisfactory to GAF. Termination of this Addendum will operate as a cancellation of orders for System Plus Warranties to the extent such System Plus Warranties are intended to be registered under the Storm Response Program and in the Storm Response Area to which this Addendum applies. Termination of this Addendum will not affect any of your rights, powers, authority, duties or obligations under any other Addendums in effect pertaining to any other Storm Response Area.

15. Obligations Upon Termination. In addition, and without limiting your obligations in the event of a termination of the Agreement, upon termination or expiration of this Addendum for any reason, (i) all rights granted hereunder shall immediately terminate, (ii) you must permanently cease use of the GAF Storm Response Contractor and the other names and logos relating to the Storm Response Program and at GAF's request, return any materials relating to the Storm Response Program, (iii) you must pay any and all amounts due to GAF under the Storm Response Program, (iv) you must cease holding yourself out as a Storm Response Contractor in the Storm Response Area to which this Addendum applies, completely de-identify with the Storm Response Program in the Storm Response Area to which this Addendum applies, and comply with the non-competition, confidentiality, indemnification, warranty and other provisions of the Addendum and the Agreement which expressly or by implication are intended to survive the termination or expiration of the Addendum.

16. Injunctive Relief. You acknowledge that irreparable injury may result to GAF and its business upon a breach or threatened breach of Paragraphs 9, 11, 12 and 15 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 Paragraph, 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.

17. Amendment of Addendum by GAF. GAF retains the right to modify this Addendum at any time and make any changes that will further enhance and improve the Storm Response Program upon written notice to you (an “**Amendment Notice**”). Notwithstanding Paragraph 4, if you do not accept or agree to such changes, you may terminate this Addendum without penalty by giving written notice to GAF no later than thirty (30) days after receipt of the Amendment Notice. GAF may also modify the Program and the Tool Kit at any time upon written notice to you.

18. Counterparts. This Addendum may be executed in two counterparts, each of which shall be an original but both of which together shall constitute one and the same instrument.

19. Governing Law; Remedies. This Addendum shall not be effective until signed by you and accepted by GAF as evidenced by the signature of this Addendum by an authorized officer of GAF. This Addendum 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 Addendum and the Agreement shall be cumulative and not exclusive.

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

GAF

Company Name: _____

By: _____

Signature: _____

Name: _____

Print Name: _____

Title: Vice President, Certified Program & Services

Title: _____