



2013 PREMIER TWO-STEP DISTRIBUTOR CONTRACT

Requirements

- A. Premier Two-Step Distributor will be expected to meet all of the following criteria:
1. GAF is the distributor's #1 roofing line
 2. The distributor shall carry no more than two (2) roofing shingle lines
 3. The distributor must stock all of the following GAF lines:
 - a. Royal Sovereign®
 - b. Timberline® HD™, Natural Shadow™, or American Harvest™
 - c. Three Designer Ultra-Premium or Value Collection Shingle Lines
 - d. Five Categories of Residential Accessories
 4. Ten Premier Roofing Dealer™ sign-ups

Sign-Up Information

Contact Name: _____

Premier Two-Step Distributor: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

GAF Customer ID #: _____

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.

As a Premier Two-Step 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 \$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.