

October 16, 2015

JBHM Architects, PA
105 Court Street
Tupelo, Mississippi 38804

662 844 1822
FAX 662 844 0971
EMAIL: info@jbhm.com

Dr. Gearl Loden, Superintendent
Tupelo Public School District
72 South Green Street
Tupelo, MS 38804

Re: Re-Roof of The Fillmore Center

Dear Owner Representative:

Attached are the close-out documents (as listed on the attached transmittal) on the above referenced project.

All punch list items have been completed on this project. I recommend final approval of this project and payment to the Contractor.

If you have any questions, please advise.

Sincerely,



William M. Lewis, AIA

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
GRAPHIC DESIGN
PROGRAM MANAGEMENT

Attachments

pc: JBHM File# 15013.00.15

Please acknowledge receipt of these documents by signing below and returning a copy for our files.

OFFICES
Bloom, (C.A.)
Columbus
Jackson
Tupelo

Received by: _____ Date: _____

PRINCIPALS
JOSEPH S. HENDERSON, AIA
WILLIAM M. LEWIS, AIA
RICHARD H. MCNEEL, AIA



CERTIFICATE OF
FINAL
COMPLETION

Distribution to:

OWNER	<u> X </u>
ARCHITECT	<u> X </u>
CONTRACTOR	<u> X </u>
FIELD	<u> </u>
OTHER	<u> </u>

PROJECT: Re-Roof of The Fillmore Center
(project name)

ARCHITECT: JBHM Architects, P.A.
105 Court Street
Tupelo, Mississippi 38804

ARCHITECT'S PROJECT NUMBER: 15013.00

TO: Tupelo Public School District
72 South Green Street
Tupelo, MS 38804

CONTRACTOR: 3G Industrial Roofing

CONTRACT FOR: Re-Roof

CONTRACT DATE: June 9, 2015

DATE OF ISSUANCE: October 16, 2015

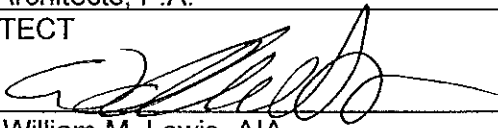
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The entire project is deemed to have reached a state of final completion.

DEFINITION OF DATE OF FINAL COMPLETION

The Date of Final Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is complete, in accordance with the Contract Documents.

JBHM Architects, P.A.
ARCHITECT

BY:  William M. Lewis, AIA


DATE

The responsibilities of the Owner and the Contractor for warranty shall be as follows:

When items covered by warranty are discovered, they shall be evaluated by the Owner to verify that the item is not a maintenance problem. If the Owner, in their opinion, confirms that the item should be a warranty item, they shall notify the contractor promptly. The contractor shall resolve the problem in an expeditious manner.



JBHM Architects, PA
105 Court Street
Tupelo, Mississippi 38804

662 844 1822
FAX 662 844 0971
EMAIL info@jbhm.com

October 16, 2015

Dr. Gearl Loden, Superintendent
Tupelo Public School District
72 South Green Street
Tupelo, MS 38804

Re: Re-Roof of The Fillmore Center, Tupelo, MS

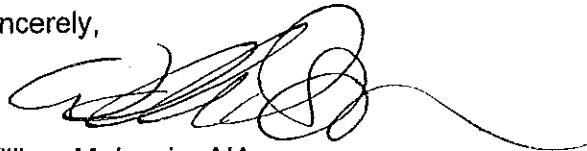
Dear Dr. Loden:

This is to advise that no asbestos containing materials were specified for the above captioned project. Accordingly, to the best of our knowledge no asbestos containing materials were used in the construction of this project.

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
GRAPHIC DESIGN
PROGRAM MANAGEMENT

Should you require additional information, please advise.

Sincerely,



William M. Lewis, AIA

pc: file - JBHM #15013.00.15

OFFICES
Bloomington, (C.A.)
Columbus
Jackson
Tupelo

PRINCIPALS
JOSEPH S. HENDERSON, AIA
WILLIAM M. LEWIS, AIA
RICHARD H. MCNEEL, AIA





3GRoofing.com

Guarantee of Work

8/11/2015

Project: Re-Roof of the Fillmore Center

3G Industrial Roofing and Nationwide Surety hereby guarantee that all Work performed on the Re-Roof of the Fillmore Center is free from defective and or nonconforming materials and workmanship and that for a period of three years from the date of substantial completion, 3G Industrial Roofing LLC or Nationwide Surety will repair and or replace any defective and or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.

Kind Regards,

A handwritten signature in black ink, appearing to read 'B. Brubacher'.

Ben Brubacher - CEO 3G Industrial Roofing

A handwritten signature in black ink, appearing to read 'Golden Rule Insurance Associates'.

Golden Rule Insurance Associates
Nationwide Surety



1465 Pipefitter Street
N. Charleston, SC 29405
Phone: 855-817-3082
Fax: 843-745-9602
www.quest-cp.com

**PREMIUMCOAT SYSTEM
TWENTY (20) - YEAR
LIMITED SYSTEM WARRANTY**

Whereas, Quest Construction Products, LLC ("QCP"), 1465 Pipefitter Street, N. Charleston, South Carolina, has sold the Fluid Applied Roofing System, which has been applied as a "Roof Membrane" on the building described as follows:

Name of Property: Fillmore Center
Owner: Tupelo Public School District
Location: 903 Fillmore Dr.
Tupelo Public School District MS 38804
Date of Completion: August 10, 2015
Products: PremiumCoat Foundation, Fabric, and Finish Coat
Job Type: Roof
Square Footage: 49,900
Contractor: 3G Industrial Roofing LLC
504 E. Hwy. 72
Fredericktown MO
63645
888.967.4442

Warranty #: H1500282

Now, therefore, QCP guarantees to each OWNER to whom has been issued a certificate of warranty, properly completed and duly signed by QCP, that subject to the terms and conditions hereinafter set forth, QCP will for the period of 20-years from said date of Inspector's final approval of said Roof Membrane, at its own expense, make such repairs as may become necessary to repair water leaks into the building.

As used herein, the term "Roof Membrane" constitutes a covering of the substrate with QCP's Fluid Applied Roofing System. The Roof Membrane may include the primer, caulk, butter grade and/or reinforcing fabric when supplied by QCP.

REMEDY:

- A. The Approved Contractor, solely at his expense, agrees to provide all labor and non-QCP materials to remedy deficiencies in the installed roof system, as provided for the Warranty, for the period of years one (1) through two (2) from the date of Warranty issuance. QCP agrees at its expense to provide QCP materials to effectuate these repairs. Deficiencies in the installed roof system resulting from proven product defects in the elastomeric roof coating are specifically excluded from this consideration. Additionally, color variances in the installed coating resulting from ordinary weathering, pollutants, etc., do not constitute a deficiency in the roof system nor do they qualify for the product defect waiver stated above.
- B. QCP agrees to provide all materials and labor needed to perform repairs which may become necessary under the warranty for water leaks occurring in years three (3) through twenty (20).
- C. QCP further agrees to reimburse the Approved Contractor for his direct cost for the aforementioned materials and labor inclusive of a 15% mark-up for overhead. It is further agreed that QCP must be provided notice of a potential claim as soon as received by the Approved Contractor and QCP agrees to provide notice to the Approved Contractor of a potential claim as soon as received. It is further agreed that the Approved Contractor must afford QCP the first right to provide the materials in suitable quantities to perform the repairs. The Approved Contractor agrees to provide QCP with a written summary of the repairs performed, separated in accordance with the following:
1. Materials (Non-QCP)
 2. QCP Product
 3. Labor
 4. Overhead at 15%

EXCLUSIONS:

This Roof Guarantee does not cover failure of the Roof Membrane due to:

- A. Damage to the Roof Membrane, substrate, property, building or contents caused by settlement, faulty construction or design, inadequate drainage, movement, misuse of structure, or other failure of the structure.
- B. Damage to the Roof Membrane or substrate due to natural causes, including but not limited to floods, lightning, hail, windstorms, cyclones, hurricanes, tornadoes, earthquakes or failures due to acts of God.
- C. Damage to the Roof Membrane caused by chemical attacks from strong solvents, acids or caustic materials.
- D. Defects in roof deck, insulation, vents, drains, parapets, or mechanical units which may have been installed by other contractors.
- E. Damage to Roof Membrane caused by vandalism, penetration or damage caused by third parties or foreign objects or agents, including plant or animal life.
- F. Movement or deterioration of material adjacent to or through the QCP system.
- G. Failures of the owner to provide reasonable care in the maintenance of the waterproofed areas.
- H. Excessive traffic over the Roof Membrane or its use as a storage area, walking or recreational surface, or for any similar purpose except for normal maintenance and cleanup purposes.
- I. Roof areas that are not in compliance with international and/or local building codes for positive slope and drainage.

CONDITIONS:

- A. The Roof Membrane must be installed as per QCP's printed application instructions and project specifications by a Approved Contractor of the Fluid Applied Roofing System. Contractor shall have a current certificate on file designating said firm as such.
- B. This Warranty only covers the roof repair only. QCP is not responsible for any other damages of any kind, including loss of rent, contents or profits, inconvenience or any other incidental or consequential damages.
- C. No subsequent alteration of, or addition to, the existing structure which affects or may affect the Roof Membrane in any way, shall be made unless QCP shall first be notified in writing and shall agree to such proposed alterations or conditions, nor unless such alterations and additions are made in accordance with such recommendations and conditions as QCP may prescribe.
- D. The Roof Guarantee is expressly conditioned upon QCP's liability to the Owner for any defects, failure, or deficiency, which are covered by this Guarantee, and are expressly conditioned upon Owner's obligation to notify QCP in writing within ten (10) working days of the date that Owner discovers defect. QCP shall then have the right to immediately inspect the defect, and if not given this right, this Roof Guarantee shall be terminated. No third parties shall be deemed an agent of QCP for purposes of notification.
- E. Neither the issuance of the Roof Guarantee, nor any examination or inspection of the building or the plans of specifications thereof by QCP representatives, before or after completion of the Roof Membrane, shall constitute a waiver of any of the exclusions and/or conditions set forth herein.
- F. QCP's obligation shall commence upon receipt by QCP of full payment of the System Warranty Premium. If such payment is not received within 90 days of the execution date hereof, all such obligations shall be permanently voided. No third party shall be deemed an agent of QCP for receipt of such payment.
- G. QCP will not be liable for any direct, indirect, special, or general damages of any kind from whatever cause which may arise as the result of defects in the Roof Membrane except as provided for in the Guarantee. It is expressly understood and agreed that QCP shall in no way be deemed or held to be obligated, liable, or accountable upon or under any guarantee or warranties, express or implied, including any implied warranty of merchantability of fitness for a particular use.

504 E. Hwy. 72
Fredericktown MO
63645
888.967.4442

Warranty #: H1500282

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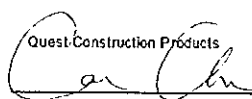
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- C. Damage to the Roof Membrane caused by chemical attacks from strong solvents, acids or caustic materials.
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- B. This Warranty only covers the roof repair only. QCP is not responsible for any other damages of any kind, including loss of rent, contents or profits, inconvenience or any other incidental or consequential damages.
- C. No subsequent alteration of, or addition to, the existing structure which affects or may affect the Roof Membrane in any way, shall be made unless QCP shall first be notified in writing and shall agree to such proposed alterations or conditions, nor unless such alterations and additions are made in accordance with such recommendations and conditions as QCP may prescribe.
- D. The Roof Guarantee is expressly conditioned upon QCP's liability to the Owner for any defects, failure, or deficiency, which are covered by this Guarantee, and are expressly conditioned upon Owner's obligation to notify QCP in writing within ten (10) working days of the date that Owner discovers defect. QCP shall then have the right to immediately inspect the defect, and if not given this right, this Roof Guarantee shall be terminated. No third parties shall be deemed an agent of QCP for purposes of notification.
- E. Neither the issuance of the Roof Guarantee, nor any examination or inspection of the building or the plans or specifications thereof by QCP representatives, before or after completion of the Roof Membrane, shall constitute a waiver of any of the exclusions and/or conditions set forth herein.
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- G. QCP will not be liable for any direct, indirect, special, or general damages of any kind from whatever cause which may arise as the result of defects in the Roof Membrane except as provided for in the Guarantee. It is expressly understood and agreed that QCP shall in no way be deemed or held to be obligated, liable, or accountable upon or under any guarantee or warranties, express or implied, including any implied warranty of merchantability of fitness for a particular use.

Quest Construction Products

Authorized Signature

Catherine Cheek
Printed Name

Warranty Administrator
Title

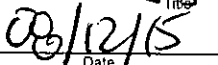



Approved Contractor

Authorized Signature

Ben Brubacher
Printed Name

Managing Member
Title


Date

Owner or Owner's Representative

Authorized Signature

Gerald Loder
Printed Name

Valid when copy of this Warranty, executed by all parties, is on file at QCP's Warranty Department, N. Charleston, South Carolina



Quality You Can
Trust... From
North America's
Largest Roofing
Manufacturer!

September 30, 2015

Otis R. Tims
Mitchell, McNutt & Sams, P.A.
105 South Front Street
Post Office Box 7120
Tupelo, MS 38802-7120
otims@mitchellmcnutt.com

**Re: HydroStop PremiumCoat System Twenty (20)-Year Limited System
Warranty No. H1500282**

Dear Mr. Tims:

Please allow the following to serve as clarification of the terms and conditions of HydroStop PremiumCoat System Twenty (20)-Year Limited System Warranty No. H1500282 issued to the Tupelo Public School District for the Filmore Center located at 903 Filmore Drive, Tupelo, MS 38804 (hereinafter referred to as the "Limited Warranty"):

Without regard to the terms and conditions set forth in the "Remedy" Section of the Limited Warranty, QCP guarantees to you, the original owner of the building described above, that QCP will repair leaks through the elastomeric roof coating (the "QCP Roofing Materials") resulting from a manufacturing defect or ordinary wear and tear occurring in years one (1) through twenty (20).

In the event of a leak through the QCP Roofing Materials, you must provide written notice in accordance with the terms and conditions of Paragraph D of the "Conditions" Section of the Limited Warranty, except that notice of the leak should be made, in writing, within 30 days by email (preferred) at guaranteeleak@gaf.com, or by postal mail to GAF Guarantee Services, 1 Campus Drive, Parsippany, New Jersey 07054, or QCP will have no responsibility for making repairs.

Paragraph G of the "Conditions" Section of the Limited Warranty shall be revised as follows: THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

1 Campus Drive
Parsippany, NJ 07054

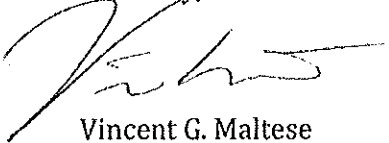


and of any other obligations or liability of QCP, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall QCP be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to interior or exterior damages and/or mold growth.

QCP has received full payment for Warranty No. H1500282.

I trust that this has addressed your concerns.

Sincerely,



Vincent G. Maltese
Technical Support Service Specialist



Leslie Pitts

From: Otis Tims <Otims@mitchellmcnutt.com>
Sent: Friday, October 02, 2015 8:33 AM
To: Leslie Pitts; acantrell@tupeloschools.com
Subject: TPSD: Fillmore Roof Warranty [3871-Tupelo.FID453677]
Attachments: 093015 Mitchell McNutt (HydroStop PremiumCoat 20-Year (V.Maltese Ltr).pdf

Leslie:

The attached letter takes care of my principal concerns about the roof warranty. Please place it in your files with the other warranty documents for this project. I am asking Mr. Cantrell to do the same.

By the way, GAF has decided to rewrite their warranty documents for this product.

Have a good weekend.

Otis R. Tims
Mitchell, McNutt & Sams, P.A.
105 South Front Street
Post Office Box 7120
Tupelo, MS 38802-7120
(662) 842-3871
(662) 842-8450 (fax)
otims@mitchellmcnutt.com

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Leslie Pitts

From: Otis Tims <Otims@mitchellmcnuttt.com>
Sent: Friday, October 02, 2015 4:43 PM
To: Leslie Pitts; acantrell@tupeloschools.com
Subject: FW: HydroStop PremiumCoat System Twenty (20)-Year Limited System Warranty No. H1500282 [3871-Tupelo.FID453677]

Leslie/Andy:

Please include the email string below with the Fillmore roof warranty documents in your files.

Thanks.

Otis R. Tims
Mitchell, McNutt & Sams, P.A.
105 South Front Street
Post Office Box 7120
Tupelo, MS 38802-7120
(662) 842-3871
(662) 842-8450 (fax)
otims@mitchellmcnuttt.com

From: Karamanol, Courtney [mailto:CKaramanol@gaf.com]
Sent: Friday, October 02, 2015 8:41 AM
To: Otis Tims
Subject: RE: HydroStop PremiumCoat System Twenty (20)-Year Limited System Warranty No. H1500282 [3871-Tupelo.FID453677]

Correct, "you" refers to the Tupelo Public School District.

From: Otis Tims [mailto:Otims@mitchellmcnuttt.com]
Sent: Friday, October 02, 2015 9:38 AM
To: Karamanol, Courtney
Subject: RE: HydroStop PremiumCoat System Twenty (20)-Year Limited System Warranty No. H1500282 [3871-Tupelo.FID453677]

Courtney,

Thank you for your help in this matter.

Please confirm to me that in the second paragraph of Mr. Maltese's letter, the word "you" refers to the Tupelo Public School district.

Thanks, again.

Otis R. Tims
Mitchell, McNutt & Sams, P.A.
105 South Front Street

Post Office Box 7120
Tupelo, MS 38802-7120
(662) 842-3871
(662) 842-8450 (fax)
tims@mitchellmcnut.com

From: Karamanol, Courtney [<mailto:CKaramanol@gaf.com>]
Sent: Thursday, October 01, 2015 7:47 AM
To: Otis Tims
Cc: acantrell@tupeloschools.com
Subject: RE: HydroStop PremiumCoat System Twenty (20)-Year Limited System Warranty No. H1500282 [3871-Tupelo.FID453677]

Mr. Tims,

The reason I asked Mr. Maltese to sign off on the letter instead of signing it myself is that he is the person who would sign off on a guarantee addendum in GAF's ordinary course of business. This letter has received necessary internal approval giving him authority to sign it.

Best-

Courtney S. Karamanol
Claims Counsel
JAF
1 Campus Drive
Parsippany, NJ 07054
Office: (973) 317-5869

From: Otis Tims [<mailto:Otims@mitchellmcnut.com>]
Sent: Wednesday, September 30, 2015 9:20 PM
To: Karamanol, Courtney
Cc: acantrell@tupeloschools.com
Subject: RE: HydroStop PremiumCoat System Twenty (20)-Year Limited System Warranty No. H1500282 [3871-Tupelo.FID453677]

Ms. Karamanol:

Thank you for your assistance.

I suppose the letter is acceptable, but I need some evidence that Mr. Maltese is authorized to modify the company's standard warranty.

I look forward to hearing from you.

Otis R. Tims
Mitchell, McNutt & Sams, P.A.
105 South Front Street
Post Office Box 7120
Tupelo, MS 38802-7120
(662) 842-3871

(662) 842-8450 (fax)
otims@mitchellmcnutt.com

From: Karamanol, Courtney [<mailto:CKaramanol@gaf.com>]
Sent: Wednesday, September 30, 2015 2:10 PM
To: Otis Tims
Cc: Maltese, Vincent
Subject: RE: HydroStop PremiumCoat System Twenty (20)-Year Limited System Warranty No. H1500282

Mr. Tims,

Please contact me if you'd like to discuss this at all. Otherwise, I hope this letter suffices to alleviate your concerns.

Best Regards,

Courtney S. Karamanol
Claims Counsel
GAF
1 Campus Drive
Parsippany, NJ 07054
Office: (973) 317-5869

From: Latiano, Barbara
Sent: Wednesday, September 30, 2015 3:08 PM
To: otims@mitchellmcnutt.com
Cc: Karamanol, Courtney; Maltese, Vincent
Subject: HydroStop PremiumCoat System Twenty (20)-Year Limited System Warranty No. H1500282

Dear Mr. Tims:

On behalf of Mr. Vincent G. Maltese, enclosed please find his letter to you.

The original will be mailed to you today.

Thank you,
Barbara

Barbara Latiano on behalf of Vincent G. Maltese,
Technical Support Service Specialist
GAF
1 Campus Drive, 3E-149
Parsippany, NJ 07054
Phone: 973.628.3552
blatiano@gaf.com



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3GRoofing.com

To whom it may concern,

8/17/2015

We did not use any asbestos containing material on the Fillmore roof project.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'B. Brubacher'.

Ben Brubacher - 3G Industrial Roofing

AIA Document G707™ – 1994

Consent of Surety to Final Payment

BDA 741374

PROJECT: *(Name and address)*
Fillmore Center Re-Roof
903 Fillmore Dr.
Tupelo, MS 38801

ARCHITECT'S PROJECT NUMBER: 15013.00

CONTRACT FOR:
Reroof

CONTRACT DATED:
June 09, 2015

OWNER

ARCHITECT

CONTRACTOR

SURETY

OTHER

TO OWNER: *(Name and address)*
Tupelo Public School Dist
72 South Green Street
Tupelo, MS 38801

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

AMCO Insurance Company
1100 Locust St.
Des Moines, IA 50391-2006

SURETY,

on behalf of
(Insert name and address of Contractor)

3G Industrial Roofing, LLC
504 E. Highway 72
Fredericktown, MO

CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety of any of its obligations to
(Insert name and address of Owner)

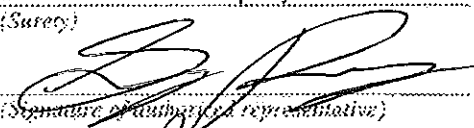
Tupelo Public School Dist
72 South Green Street
Tupelo, MS 38801

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 21, 2015
(Insert in writing the month followed by the numeric date and year.)

AMCO Insurance Company
(Surety)


(Signature of authorized representative)

Greg Rogers Agent
(Printed name and title)



Attest:
(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

GREGORY T. ROGERS

JAMES M. GAMBLE

JACKSON MO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

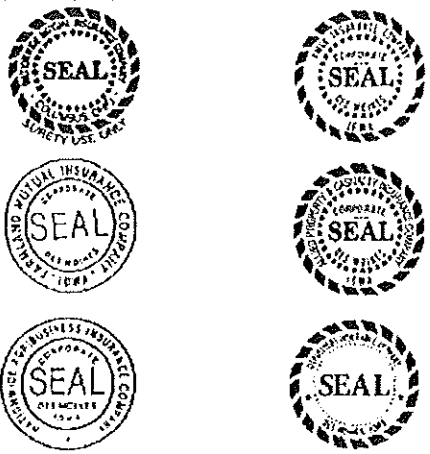
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

TNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the day of April, 2013.



Handwritten signature of Terrance Williams

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 30th day of April, 2013, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Handwritten signature of Sandy Alt

Notary Public
My Commission Expires March 24, 2014

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this _____ day of _____, 20_____.

Handwritten signature of Robert W Horner III

Secretary

This Power of Attorney Expires 02/28/17

AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Re-Roof of The Fillmore Center Tupelo, MS 903 Fillmore Drive Tupelo, MS 38801	ARCHITECT'S PROJECT NUMBER: 15013.00	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Tupelo Public School District 72 South Green Street Tupelo, MS 38804	CONTRACT FOR: General Construction CONTRACT DATED: 06/09/2015	

STATE OF: Missouri
COUNTY OF: Madison

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*


3G Industrial Roofing, LLC
504 E. Hwy 72
Fredericktown, MO 63645

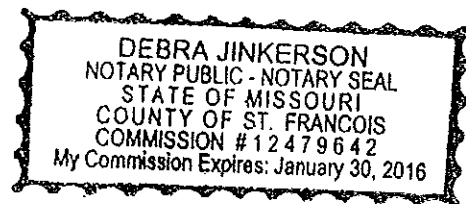
BY: 
(Signature of authorized representative)

Ben Brubacher managing member
(Printed name and title)

Subscribed and sworn to before me on this date: 8-14-15

Notary Public:
My Commission Expires:





AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input checked="" type="checkbox"/>
Re-Roof of The Fillmore Center, Tupelo, MS 903 Fillmore Drive Tupelo, MS 38801	15013.00	ARCHITECT: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/>
Tupelo Public School District 72 South Green Street Tupelo, MS 38804	CONTRACT DATED: 06/09/2015	SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: Missouri
 COUNTY OF: Madison

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

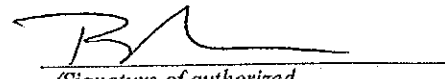
SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

3G Industrial Roofing, LLC
 504 E. Hwy 72
 Fredericktown, MO 63645

BY:

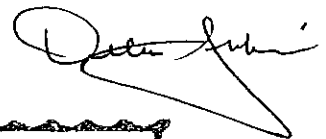


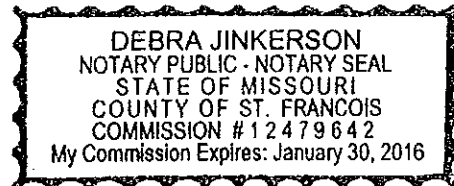
(Signature of authorized representative)

Ben Brubaker managing member
(Printed name and title)

Subscribed and sworn to before me on this date: 8-14-15

Notary Public:
 My Commission Expires:





Request for Substantial Completion Inspection

Date 8/7/2015

Project Name Re-Roof of the Fillmore Center

Project Number 15013

Contractor 3G Industrial Roofing LLC

As the Contractor's representative for the referenced project I certify that I have completed the following:

Item	Date Completed	Initials
1. Advised the Owner of pending insurance changeover requirements.	8/7/2015	BB
2. Obtained and submitted releases enabling the Owner unrestricted use of the Work.	8/7/2015	BB
3. Made final changeover of permanent locks and transmit keys to the Owner	8/7/2015	BB
4. Complete startup testing and instruct Owner's personnel on operation and maintenance of systems	8/7/2015	BB
5. Submitted to the Architect a comprehensive list of items completed or corrected by the Contractor (Contractor's Punch List completed)	8/7/2015	BB

As the Contractor's representative for the referenced project I certify that I **understand** the following:

1. Final completion must be reached within 30 days of substantial completion or the Owner has the option to have remaining Work completed and to deduct reasonable costs from the amount due. (Section 002213)
2. The Owner may deduct from the final pay application for payment to the Architect for additional services required due to the Contractor's failure to achieve final completion within 30 days.

Certified by BEN BRUBACHER

Request for Final Completion Inspection

Date
Project Name
Project Number
Contractor

As the Contractor's representative for the referenced project I certify that I have completed the following:		
Item	Date Completed	Initials
1. Submitted and received approval of warranties, maintenance agreements, final certifications and similar documents.	8/10/2015	BB
2. Received approval of record documents, maintenance manuals and similar final record information.	8/10/2015	BB
3. Delivered tools, spare parts, extra stock and similar items.	8/10/2015	BB
4. Removed temporary facilities, mockups, project sign, construction tools and similar elements.	8/10/2015	BB
5. Completed final clean up requirements, including touch up painting.	8/10/2015	BB
6. Touched up and otherwise repair and restore marred, exposed finishes.	8/10/2015	BB
7. Executed Certificate of Substantial Completion.	8/10/2015	BB
8. Completed or corrected all items identified at or since substantial completion. Submitted a copy of the list stating that each item has been completed indicating date completed and initialed.	8/10/2015	BB
9. Submitted and received approval of Guarantee of Work as per Section 002213, Paragraph 9.8.1.	8/17/2015	BB
10. Submit letter stating that no asbestos containing materials were used in this project.	8/17/2015	BB
11. Submitted reconciliation of allowances for inclusion in final change order.	8/17/2015	BB

As the Contractor's representative for the referenced project I certify that I understand the following:

1. Final completion is established as the date indicated on the Certificate of Final Completion.
2. As per Section 002213 all warranties commence at substantial completion.
3. Final pay application, Consent of Surety to Final Payment, the Release of Liens and certification of Payments of Debts and Claims cannot be submitted until all items listed above are complete.

Certified by Ben Brubacher Managing Member