

GEO-SURFACES

A Professional Engineering Firm

Global Synthetics Environmental, LLC

PROPOSAL FOR GEOGREEN™ GEOFLO™ INSTALLATION

Project Name: Eastern High School Baseball Booster Club, Attn: Kim Christiensen, 12400 Old Shelbyville Road, Louisville, KY 40243 Phone: 502.485.8243
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Global Synthetics Environmental, LLC, (herein called **GeoSurfaces**) will provide all materials, labor and equipment necessary to install a **GeoGreen™** infilled 'replicated grass' fields with 95' clay colored radius infield on a **GeoFlo™** drainage and shock attenuation blanket at Eastern High School, in an area approximately 28,400 square feet each (actual field dimensions, turf panel configuration and resulting square footage of purchase and/or amount of material shipped, to be determined). **GeoSurfaces** will install the replicated grass and drainage blanket on a base and perimeter anchor constructed by **GeoSurfaces** consistent with the requirements in the attached **GeoGreen™/GeoFlo™ Installation Guide Specifications** that is made part of this Proposal by reference. The field will be solid green with a clay colored infield and home plate circle, permanently inlaid white foul lines, coach's boxes and batters boxes. The field will have base pegs located at 90' per MLB requirements (bases not included). A permanent home plate will be installed. A rendering of the field is included on the last page of this proposal.

The physical performance criteria and replicated grass specifications are as stated in the **GeoGreen™/GeoFlo™ Installation Guide Specifications** referenced above. The warranty provided by **GeoSurfaces** is the attached **Geo-Surfaces Warranty**. The **Contract Agreement** under which **GeoSurfaces** will perform the Scope of Work is attached and made a part hereof by reference.

Commencement of work and shipment of materials shall be in conformance with project specifications and completion of installation shall be per the project schedule agreed to by the parties. Installation will commence following the availability and access to the site by Geo-Surfaces before November 1, 2014. Installation is estimated to be completed in approximately 25 good weather working days. Production of the materials must begin by November 1, 2014 or the terms of this offer will be renegotiated.

TOTAL COST for materials, labor, and equipment to be provided by **GeoSurfaces**..... **\$223,000.00**

Alternates:

Litterkat Groomer, delivered and assembled.....\$8,350.00

Bullpen area 41' X 45' with concrete slab and PEN turf.....\$11,880.00

Deducts:

Reduce field radius from 100' (as shown on drawing) to 90'.....\$8,870.00

TAXES: ___ Included ☒ Excluded (see **Terms** below)

TERMS:

- The cost of permits, city engineering fees, water management fees or other license fees, if applicable, will be provided by others.
- Surveying for field placement will be provided by others.
- Installation must commence on or before November 1, 2014 or the terms of the Contract will be renegotiated.
- Installation shall not be interrupted or delayed by Purchaser for any reason without prior written approval from GeoSurfaces.
- The reconstruction of the natural pitching mound is not included in this proposal.
- Installation will commence within 15 days of Purchaser's written notice. Completion will be within the agreed upon good weather working days. "Good weather working days" are defined in the Contract Agreement.
- Taxes will be excluded to Purchaser in accordance with the laws of the state of the project. Purchaser must provide Global with a valid tax exemption. Purchaser agrees that if the exemption provided is deemed invalid by the applicable state tax authorities, Purchaser will reimburse Geo-Surfaces for taxes Geo-Surfaces was required to remit.
- A certificate of insurance will be issued to Purchaser upon mobilization to the project site.
- A payment and performance bond can be added to this proposal for a cost of 3% of the proposed price.
- Core testing, density testing or geotechnical testing is not included as part of this proposal.

Acceptance of Offer to Sell: This offer to sell (Proposal and all attachments) is valid for acceptance by Purchaser by the execution of the Acceptance of Proposal below and return of an original to Geo-Surfaces. If the Acceptance of Proposal is not received by Geo-Surfaces on or before the Proposal expiration date, this offer to sell shall be deemed automatically cancelled and withdrawn.

Proposal tendered this 9th day of October 2014.

Proposal expires the 1st day of November 2014.

For: **GEO-SURFACES**

By:  _____

ACCEPTANCE OF PROPOSAL

By your signature below and the return of an originally executed Acceptance of Proposal within the time specified for acceptance of GeoSurfaces' offer to sell, you accept the terms and conditions contained in the Proposal; the Contract Agreement; the GeoGreen and GeoFlo Installation Guide Specifications; the Geo-Surfaces Warranty; the Maintenance Requirement Manual.

PURCHASER: _____

By: _____
(Name and Title)

Date: _____

Federal Tax ID # _____

CONTRACT AGREEMENT

PARTIES: THIS AGREEMENT (the "Agreement") is made and entered into between Global Synthetics Environmental, LLC ("d/b/a GeoSurfaces"), a Louisiana limited liability company, with its principal business office located at 6326 Highland Road, Baton Rouge, LA 70808; and the undersigned Purchaser ("Purchaser"), **Eastern High School Baseball Booster Club, located at 12400 Old Shelbyville Road, Louisville, KY 40243.** GeoSurfaces and Purchaser are sometimes herein jointly referred to as the "Parties". The effective date of this Agreement and all other Contract Documents will be the date upon which this Agreement is executed by the last party signing as noted in the signature section of this Agreement.

PURPOSE: Purchaser and GeoSurfaces hereby enter into this Agreement and all other Contract Documents for the purpose of authorizing and providing terms of performance by and compensation to GeoSurfaces or its authorized construction groups and subcontractors to provide the labor and materials necessary to construct an artificial sports field located at **Eastern High School** (the "Project"), all as more fully defined in the **GeoSurfaces Proposal dated October 9th, 2014,** and incorporated herein by reference as Exhibit A.

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The term "**CONTRACT DOCUMENTS**" refers to this Agreement, *Exhibit A*, GeoSurfaces Proposal; *Exhibit B*, GeoGreen and GeoFlo Installation Guide Specifications; *Exhibit C*, GeoSurfaces Warranty; and *Exhibit D*, GeoSurfaces Maintenance Requirement Manual, all of which are incorporated herein by reference and shall be construed together as the Contract Documents.

2. **GEOSURFACES SHALL FURNISH** all materials, labor, and supervision necessary for the construction and installation of the Project contemplated by this Agreement (along with the other Contract Documents) in a proper, efficient and workmanlike manner. GeoSurfaces shall make all reasonable efforts to perform work and materials on the Project in a timely and diligent manner within the delays and deadlines provided in this Agreement and the other Contract Documents.

GeoSurfaces and Purchaser shall maintain on the Project site from the effective date until completion of the Project, competent supervisors, who shall be the knowledgeable and authorized representatives of GeoSurfaces and Purchaser respectively; and the identity of those supervisors shall at all times during the Project be made known to the other Party. Directions and communications to the supervisor of Purchaser from GeoSurfaces or any third party in connection with the Project shall be treated as notice received by Purchaser for all purposes. The Purchaser shall maintain on the Project site during the progress of the Project, a competent representative authorized to act and make decisions on behalf of the Purchaser, including with the authority to execute binding Change Orders if applicable.

3. **PAYMENT SCHEDULE:** The payment due for this Project payable by Purchaser to GeoSurfaces shall be paid according to the following schedule:

- a. 50% of total cost upon ordering of materials
25% of total cost upon completion of base construction
15% of total cost due upon delivery of materials
Balance due on completion or first use.
- b. All change orders to be paid upon completion of change order work.

All payments shall be made by means of checks, wire transfers, or other instruments of payment with immediately available funds.

4. For the **WORK** described in the Contract Documents, the Purchaser will pay GeoSurfaces the total sum of money set forth

in the attached GeoSurfaces Proposal, which sum of money shall be paid in the manner and according to the schedule described in Section 3 hereinabove. Any payment not received when due shall bear interest at the rate of 1 1/2 percent per month on the unpaid balance until paid in full. GeoSurfaces shall additionally have the right to suspend or terminate all work on the Project in the event that any payment is not paid in full by Purchaser within 10 days of its due date, which suspension or termination shall be at the sole discretion of GeoSurfaces and shall not be considered to be a breach of this Agreement. In the event of any Work subsequently agreed to between the Parties beyond the original scope of work described in the Contract Documents ("extras"), payment for such extras shall either be due and payable before the extra work is commenced, unless otherwise mutually agreed to by the Parties.

5. ACCEPTANCE BY PURCHASER of the completed Project shall be deemed to have occurred and to be effective for all purposes, either upon execution by Purchaser of a written Act of Acceptance of the Project, or upon first use of the Project for any purpose by Purchaser or its authorized designee, whichever first occurs. Either manner of Acceptance shall be applicable to all payment obligations owed by Purchaser to GeoSurfaces. Upon either such means of acceptance, GeoSurfaces' obligations to satisfy warranty obligations arising out of its Work as specified in the Warranty Section of the Contract Documents shall promptly commence strictly in accordance with the terms of the express written Warranty. For the avoidance of doubt, the failure of GeoSurfaces to insert an effective date on the written Warranty for commencement of the term of the Warranty shall not invalidate or suspend commencement of the Warranty, which warranty period shall commence immediately upon Acceptance of the Project in either manner as defined above. There shall be no other Warranty of any nature or kind by GeoSurfaces arising from the Project except as expressly stated in the written Warranty of and signed by the authorized representative of GeoSurfaces; and any other warranties which would otherwise be provided or applicable by law are hereby expressly waived and acknowledged by the Parties not to exist, which are replaced entirely by the Written Warranty as part of the essential consideration for that Written Warranty. The one year limitation for claims found in, arising from, or associated with, any payment and performance bonds shall in no way shorten or limit the product warranty (if any) provided by any manufacturer.

6. COMPLETION: GeoSurfaces schedule, including time for completion for its Work under this Agreement, is based upon the herein defined "Good Weather Working Days". Good Weather Working Days means that none of the following conditions exist on the day(s) at issue: (i) no snow or rain that impacts the surface to the extent that the work is inhibited due to the instability of the prepared surface; (ii) no day wherein the rainfall within 24 hours exceeds one-eighth of an inch; (iii) no fog or other high humidity condition that results in deposits of water on the surface; (iv) no winds in excess of 25 miles per hour; or (v) no ambient air temperature below 50 degrees F.

7. EXCEPT TO THE EXTENT GeoSurfaces is required to purchase (and as expressly provided in) any policies of insurance as set forth herein, GeoSurfaces shall not be responsible for direct, indirect, or otherwise consequential (in any manner) damages of any nature or kind (including for alleged loss of revenues allegedly arising from inability to use the field), monetary or otherwise, for delays in completion of the Project caused by any reason or person, whether GeoSurfaces, the Purchaser, or the Purchaser's agents, acts of God, unavailability or shortages or delays of raw material, or finished materials/elements of the field, unavailability or shortage of carriers, acts of any governmental agency, unusual delays in transportation, abnormal weather conditions, labor disputes, or other causes, including as attributable wholly or partially to GeoSurfaces, its Members, Managers, agents, employees, subcontractors or suppliers, all of whom are hereby released from any and all such liability. Nevertheless, GeoSurfaces shall give the Purchaser good faith written notice of any foreseeable delay within a reasonable time of the occurrence or commencement of a cause of delay. Failure to give notice of delay within a reasonable time shall not create a claim whatsoever by Purchaser against GeoSurfaces. GeoSurfaces notice may include an estimate of the probable effect of the delay on the progress of the Work. GeoSurfaces shall, upon termination of the delay, continue its performance and completion of the Work, and the completion date of the Project shall be adjusted to reflect the delay.

8. The VALIDITY, INTERPRETATION, AND PERFORMANCE of this Agreement shall be governed by the substantive laws of the State of Louisiana. There are no understandings or representations of any kind whatsoever, either express or implied, except as expressly set forth in this Agreement. No modification or waiver of the terms and conditions of this Agreement shall be

binding on GeoSurfaces unless approved in writing by an authorized officer of GeoSurfaces. The terms and conditions of this Agreement and the other Contract documents shall not be altered by the terms and conditions contained in any acknowledgment or acceptance of any Purchase Order issued by the Purchaser. Both Parties have equally participated in the negotiation, preparation, and execution of this Agreement and other Contract Documents, and any ambiguity that may exist in this Agreement and other Contract Documents shall be construed and interpreted equally between the Parties.

9. IN THE EVENT OF LITIGATION arising from the subject matter of this Agreement and other Contract Documents, the prevailing party shall be entitled to recover all of its attorney fees and other litigation costs of any nature from the non-prevailing party in the form of a monetary Judgment.
10. The Parties’ DULY AUTHORIZED REPRESENTATIVES HEREBY EXECUTE this Agreement, effective on the date of execution by the party last signing. Execution of this Agreement may be evidenced by a facsimile or scanned signed email copy transmitted to the other party; and this Agreement may be executed by the respective Parties in one or more counterparts, each of which shall constitute valid execution, and all of which, when taken together, shall constitute and be construed as one instrument.

GLOBAL SYNTHETICS ENVIRONMENTAL, LLC

By: _____
Charles C. Dawson, Director of Operations

Address: 6326 Highland Road
Baton Rouge, LA 70808
Email: info@geosurfaces.com

Date: _____

PURCHASER: _____

By: _____

Print Name and Title: _____

Address: _____

Email: _____

Date: _____

GEOGREEN AND GEOFLO INSTALLATION GUIDE SPECIFICATIONS

I. SCOPE OF WORK

Geo-Surfaces will provide all labor, materials, equipment and tools necessary for the complete installation of a vertical-to-horizontal draining synthetic turf, in-filled with resilient materials.

The work shall include the following items:

- 1) Begin at existing grade and remove and dispose of unwanted materials to accommodate specified cross-section, slope and finished grades. This unwanted material shall be disposed of by the contractor on site.
- 2) Contour, slope, and compact remaining sub-base to specified grades.
- 3) Install a 4", 3500 psi concrete slab with wire to reach finish grade and ensure positive flow off of the perimeters of the artificial turf area.
- 4) Install GeoFlo drainage blanket over entire base.
- 5) Install a replicated grass, fiber will be a minimum 100 Micron, a maximum 2.0 mm width, 100% polyethylene fiber, measuring a maximum of 1.75 inches high, stitched in a maximum 3/8 inch gauge.
- 6) Install resilient infill system (including 1/4" ballast layer) consisting of a specifically formulated mixture of rubber. Infuse infill mixture into synthetic grass in multiple applications.
- 7) Install markings and colors as outlined in the agreed upon shop drawings.

II. REPLICATED GRASS

A. SPECIFICATIONS:

The GeoGreen replicated grass material and resilient infill shall be in accordance with the following:

- 1) The fiber will be a minimum 100 Micron, a maximum 2.0 mm width, non-abrasive, 100% polyethylene parallel fiber, measuring a maximum of 1.75 inches high, stitched in a maximum 3/8 inch gauge. The tufted weight shall not be less than 80 ounces per square yard. The fiber shall be 100% polyethylene, (no polypropylene blend permitted), treated with UV inhibitor and shall be tufted at a yarn weight of 60 ounces per square yard.
- 2) The fiber tufts shall be fanned or unfolded prior to installation and will not exhibit rolling or spiraling.
- 3) The turf backing shall be a dual layer primary coated with a 20 ounce urethane secondary backing, tufted with a 100% polyethylene yarn.
- 4) The replicated grass shall be delivered in 15 feet or 12 feet wide rolls.
- 5) Other markings may be permanently installed, in situ, at an additional cost clearly delineated under alternate cost options.
- 6) The infill material shall consist of a non-compacting specifically graded, granulated crumb rubber above a 1/4" ballast layer. These materials shall be as designated by GeoSurfaces and delivered to the job site in appropriate containers.
- 7) The GeoFlo drainage blanket shall be delivered in 4 feet or 8 feet wide rolls.

III. REPLICATED GRASS

B. SPECIFICATIONS:

If applicable, the GeoTrax replicated grass material and resilient infill shall be in accordance with the following:

- 1) The fiber will be a minimum 100 Micron, a maximum 2.0 mm width, non-abrasive, parallel, 100% polyethylene fiber, measuring a maximum of .75 inches high, stitched in a maximum 3/8 inch gauge. The tufted weight shall not be less than 50 ounces per square yard. The fiber shall be 100% polyethylene, (no polypropylene blend permitted), treated with UV inhibitor and shall be tufted at a minimum yarn weight of 40 ounces per square yard.
- 2) The fiber tufts shall be fanned or unfolded prior to installation and will not exhibit rolling or spiraling.
- 3) The turf backing shall be a dual layer primary coated with a 20 ounce urethane secondary backing, tufted with a 100% polyethylene yarn.

B. PHYSICAL PERFORMANCE CRITERIA:

The replicated grass surface shall demonstrate by independent, certified laboratory testing:

- A minimum average *Tuft-Bind* (ASTM D-1335) of 8 lbs/force.
- A minimum breaking strength (ASTM D-2256) of 420/250 (x and y direction) lbs/force.
- An initial G-Max (ASTM F-355-A) for the GeoGreen replicated grass of 135 in conjunction with GeoFlo drainage blanket and shock pad.
- An Ultimate G-max (TSI 128) for the GeoGreen replicated grass of 165 in conjunction with GeoFlo dynamic drainage blanket and shock pad.
- An initial G-Max (ASTM F-355-A) for the GeoTrax warning track surface of 165 in conjunction with GeoFlo dynamic drainage blanket and shock pad.
- An Ultimate G-max (TSI 128) for the GeoTrax warning track surface of 200 in conjunction with GeoFlo dynamic drainage blanket and shock pad.

IV. INSTALLATION

A. BASE CONSTRUCTION – TURF INSTALLATION:

Specific design criteria must include the following:

- 1) The sub-base must slope a minimum of 1/2% (to a maximum of 1%) to ensure positive drainage to the perimeters of the fields.
- 2) After sub-base has been properly graded, contoured and sloped as required, it shall be compacted using a three to ten ton vibratory roller, as close as possible to 95% Proctor Density.
- 3) Install a 4", 3000 psi concrete slab with 15' X 15' expansion joints over entire base to be covered with drainage blanket and turf.
- 4) On the outside of the 4" concrete slab, a 2" X 4" treated nailer will be attached by tap con or ramset. This anchor will act as the perimeter anchor and the artificial turf will be stapled to this anchor.

B. GEOFLO DRAINAGE BLANKET INSTALLATION:

- 1) Global will use an electronic or staked grade grid, of not more than 25 feet separation, to establish finished grade of stone base, before installing the GeoFlo blanket. Stone base should not deviate from specified finish grade by more than 1/4 inch under ten feet straight edge.
- 2) Blanket will be installed along full end-to-end length of the field, perpendicular to the direction of slope. The 4 feet or 8 feet wide rows should be installed starting at the crown (or highest grade elevation) and 'shingled' toward the lowest grade elevation (the protruding flange will be placed on the highest elevation side, and the flanged edge of the subsequent roll will be inserted completely under the un-flanged edge of the preceding row). The installation of the rows of GeoFlo will continue in this manner until over the open stone of the perimeter collector drains, where a 2' wide row of pervious (perforated) GeoFlo will be placed, in the same manner. The GeoFlo row nearest the collector drain will be trimmed in width (from the un-flanged edge) to allow precise fit of a 2 feet wide pervious GeoFlo, to anchorage line. The rows of GeoFlo will be bonded and moisture sealed, using a pressure-sensitive tape or Hot Melt Glue, as supplied by Global, on all seams. All seams will be sufficiently tight to leave no gaps or irregularities that could reflect through the synthetic grass surface, however, care should be taken to maintain a minimum 1/4 inch separation to allow for thermal expansion. The drainage blanket may be temporarily held in place by stapling to wood nailer, every few feet.
- 3) The flanged edge of a GeoFlo roll must always butt with an un-flanged edge. Where two flanged edges meet due to slope transitions, such as at the crown of the field, one flange edge must be trimmed and removed to prevent a gap in the plane of the GeoFlo surface.
- 4) The dynamic drainage blanket will consist of a high density, cupsated core, sandwiched between a needle punched non-woven geotextile on one side and a heat-bonded non-woven geotextile on the other side. Alternately, the fabric may be adhered to only one or none of the sides as determined by the manufacturer to be optimal configuration for prevailing soil and turf construction.
- 5) Total weight of blanket will be a minimum of 28 oz./sy and capable of accepting a compressive load of 20,000 psf, without crushing and while maintaining measurable flow.
- 6) The GeoFlo drainage blanket will have a core incorporating expansion joints every 4 feet. The drainage blanket so constructed, must provide a complete underlayment, over the entire field area, when mechanically bound with mechanical tape; and must not wrinkle, wave, float, buckle or otherwise disturb the planarity of the artificial turf surface, even under the most elevated conditions for thermal expansion to be experienced at the site.
- 7) The thickness of the blanket will be a minimum of 0.5 inch.

C. REPLICATED GRASS INSTALLATION:

- 1) The replicated grass will be installed along the length of the field and cover the full width as shown in the engineering drawings. The carpet rolls are to be installed directly over the properly prepared dynamic drainage blanket base. Extreme care should be taken to avoid disturbing the drainage blanket. The full width rolls shall be laid out across the field. Utilizing standard state-of-the-art bonding procedures, each roll shall be attached to the next. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing field turf. Turf shall be attached, by industrial rustproof staples directly to wood nailer, around perimeter of field at maximum three-inch (3 inch) intervals.
- 2) The replicated grass rolls shall be installed so that tufted lines are placed as shown on manufacturer's drawing, which drawing shall be pre-approved by Purchaser prior to manufacture of replicated grass. The same drawing shall also show location of all optional in situ permanent lines or markings.
- 3) Immediately after brushing with a motorized rotary nylon broom, the blended infill material shall be spread evenly by using a drop or broadcast spreader (minimum 5 foot wide), in multiple applications, each no more than 15% of the total application, at a uniform rate. Between applications, and just prior and subsequent to infilling the area shall be brushed with the motorized broom. Infill depth will be 1 inch (1.0" +/- 0.1"), infill material to be uniformly incorporated into the replicated grass system.

PROJECT CLOSEOUT/WARRANTY: Upon final acceptance or first use of the finished sports field (whichever occurs first) the attached Geo-Surfaces Warranty becomes effective, which warranty shall be the only warranty obligation by Geo-Surfaces to the Owner.

Geo-Surfaces Warranty

Global Synthetics Environmental, LLC herein Global, warrants to the Purchaser the GeoGreen ‘replicated grass’ surface at the address stated below for a period of eight (8) years (“Warranty Term”) on a pro rata basis (see **NOTE** for explanation) from the date of final completion against defects in materials provided, including excessive fading and premature wear, (stipulated as more than 35% decrease in pile height over more than 50% of the replicated grass surface). Global will, at its option, either repair or replace the affected GeoGreen ‘replicated grass’ surface to the extent required to meet the warranty period charging the Purchaser only for that portion of the warranted life which has elapsed since the purchase and installation of the ‘replicated grass’ surface.

Global also warrants proper drainage for a three (3) year warranty term. Proper drainage is defined as: there being no visible puddling or any accumulation of water in the infill materials sufficient to cause visible splashing from ball impacts, footfalls, or other bodily impacts, either during or after storm events, where the rate of rainfall does not exceed two inches per hour. Furthermore, under such conditions, the accumulation of water in the infill materials shall not cause such infill to float, move, dislodge or in any way redistribute within the field area or beyond, at any time during the full term of the guarantee. The artificial turf surface shall at all times, during or after the aforementioned weather events, remain functional and playable.

The owner will be responsible for the maintenance of the ‘replicated grass’ surface. Global shall provide, at a negotiated cost to the owner, annual inspections of the ‘replicated grass’ surface, if requested. Failure to properly maintain the GEO-SURFACES artificial turf will void this warranty. The requirements for maintenance are specified in the “Maintenance Requirements Manual” (acknowledged as received by you as part of the contract for the installation of the field).

Any warranty claim must be made in writing by certified mail or courier, addressed to the Director of Operations of Global within 30 days of Purchaser becoming aware of any alleged defects or warranty claim. Should the required notice not be given, the defects and all warranties related thereto are permanently waived and Global shall have no liability to the Purchaser therefore.

Plans or drawings in no way extend this warranty to materials or workmanship beyond those specifically supplied or controlled by Global. This warranty does not cover or extend to damage attributable to ordinary wear and tear, as determined by an independent testing laboratory specializing in artificial turf. Seam ruptures or tears not the result of faulty workmanship or defective materials are not covered by this warranty. Other items excluded are exposures to harmful chemicals, abuse by machinery, equipment or people, neglect, vandalism, floods, change in water table, catastrophic events, torrential rains and hurricanes, and Acts of God.

Global warrants the stone, concrete or stabilized base and drainage system against Defects in Workmanship for a period of 2 (two) years prorated, which warranty covers inadequate drainage and dimensional stability of the base. The warranty that the replicated grass surface will drain properly during the Warranty Term is applicable only if the replicated grass surface was installed in conjunction with the installation of the GeoFlo drainage blanket, which was installed on sub-base materials prepared by Global. The term “Drain Properly” is defined as: “There being no continuous puddling of storm water in the infill materials sufficient to cause visible splashing from ball impacts, footfalls, or other bodily impacts where the rate of rainfall does not exceed two inches per hour. “Drain Properly” further means that the accumulation of storm water in the infill material will not cause excessive infill to float, dislodge or unevenly redistribute within the sports field area or beyond.”

Purchaser and Global agree that this warranty does not extend to drainage defects or deficiencies, which are outside the footprint of the replicated grass surface as defined in the contract. Changes in water table or underground water occurrences are not covered by this warranty. Specifically, without limitation, the failure of the downstream storm water collection/detention system to adequately absorb or convey outflow.

The obligation of Global to perform under this warranty is subject to full payment under the attached contract for all labor and materials related to the subject matter of this warranty. The repair or replacement of the artificial turf by anyone other than a certified Global employee shall void this warranty.

This warranty constitutes Global entire obligation to the Purchaser. Any and all other prior written or oral agreements, drafts of agreements between the Purchaser and Global pertaining to the subject matter of this warranty are superseded by this document and of no force and effect and may not be used as evidence in the interpreting of the provisions of this warranty. This warranty is extended to the original Purchaser of the project and is non-transferable and non-assignable and there shall be no third-party beneficiaries in and to this warranty. This warranty is limited to the installation and sale for commercial, industrial or municipal uses at the location described below and does not apply to consumer uses as defined by the Magnuson-Moss Warranty Act, any similar federal statute, or any similar state consumer warranty statute.

Project Location and Description: Eastern High School, baseball infield

Name and Address of Purchaser: Eastern High School Baseball Booster Club
12400 Old Shelbyville Road
Louisville, KY 40243

NOTE:

The warranty above offered is prorated, after the FIRST year of use, with regard to the obligations of the guarantee (8 years). After the first year, Global’s liability shall be reduced by the period of time, in days, from date of first use to the date of written notice of warranty claim divided by 8 years (2920 days). For the purposes of establishing the cost of any such claim, the value of replacing or repairing the artificial turf, including infill and labor shall be set at \$5.00 per sq. ft. (Repairs not involving areas of replacement, such as seam rupture, shall be valued at \$1,000 per day, excluding all expenses. For any claim, the minimum value assigned to any repair or replacement shall be \$1,000 per day, expenses included.) The value of the aggregate base and/or drainage replacement or repair shall be determined by independent cost estimates agreeable to Global and the purchaser.

DATE OF COMPLETION OR FIRST USE: ____/____/____

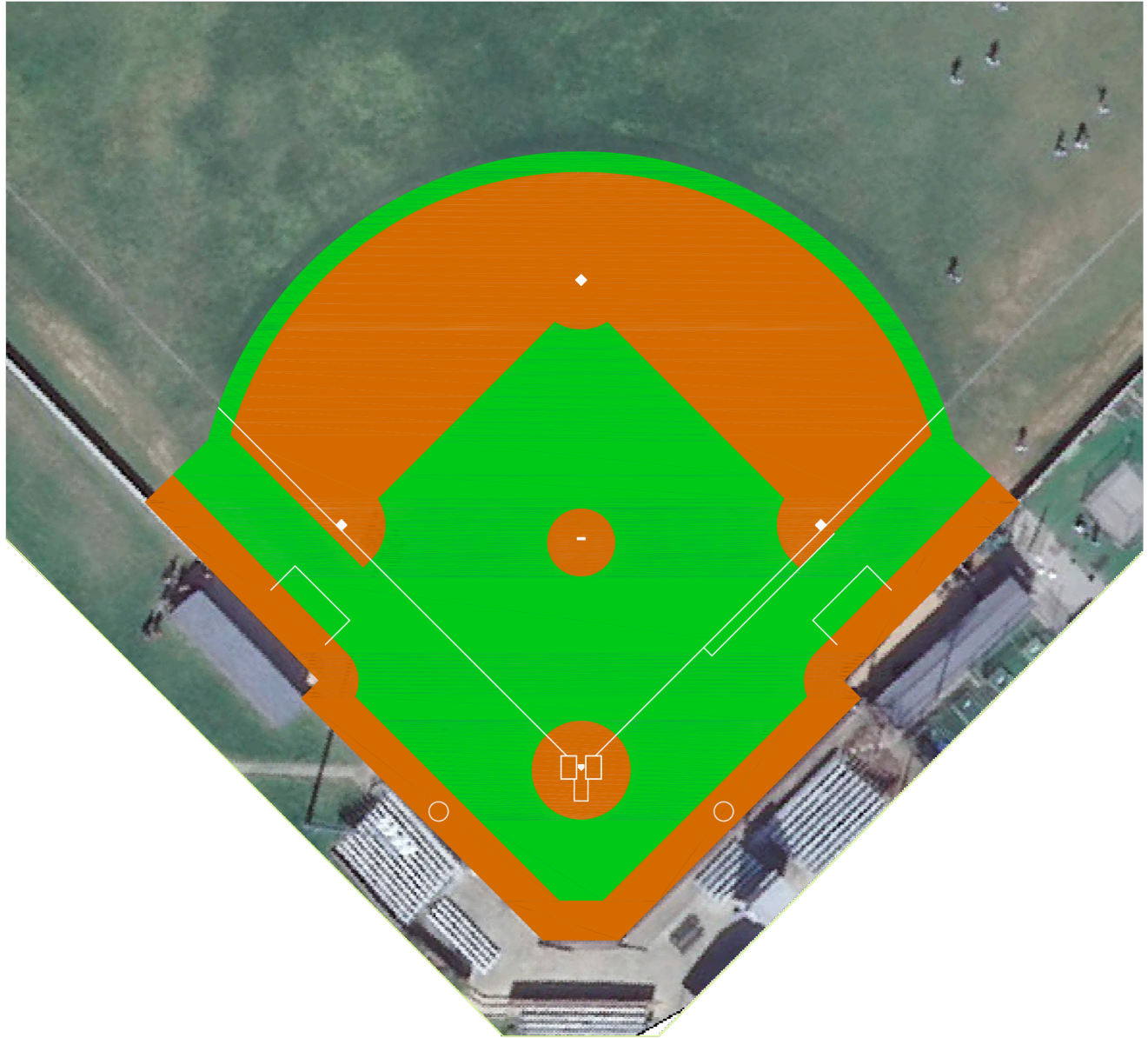
APPROVED FOR GLOBAL SYNTHETICS ENVIRONMENTAL, LLC:

BY: _____ DATE: _____

AUTHORIZED SIGNATORY

Eastern High School

Louisville, KY



Baseball Field Layout Plan #1

Scale: 1" = 40'

Date: April 11, 2014

GEO-SURFACES

A Professional Engineering Firm

Global Synthetics Environmental