



SYSTEM GUARANTEE FOR PROPERTIES AFFILIATED WITH BROOKFIELD PROPERTY REIT INC.

Guarantee No.: SAMPLE
 Building Owner: SAMPLE
 Building Identification: SAMPLE
 Building Address: SAMPLE Guarantee Period: 20 Year NDL
 SAMPLE Issue Date: SAMPLE
 Contractor: SAMPLE Contractor Address: SAMPLE

Building/Area Name	Roofing System	Square Footage
SAMPLE	SAMPLE	SAMPLE

GUARANTEE

Sika Corporation ("SIKA"), guarantees, subject to the terms, conditions, limitations, and definitions set forth herein (this "Guarantee"), that the SIKA roofing system (the "System") installed on the above-named building(s) will remain in a watertight condition, free from leaks and defects in materials or workmanship, for the duration of the Guarantee Period from the Issue Date, and that SIKA shall, at its expense, (i) make or cause to be made such repairs to the System as may be necessary to restore or replace the System in a watertight condition without such defects. All other components of the Owner's building are excluded from the terms of this Guarantee. This Guarantee shall be without any dollar limits (a "No Dollar Limit" guarantee).

TERMS, CONDITIONS, LIMITATIONS, AND DEFINITIONS

- The System is limited to mean the membranes, insulations, and other accessories produced, sold or distributed by SIKA and installed by an authorized SIKA applicator, contractor, subcontractor, agent or employee (each a "SIKA Party") above the structural roof deck, including the flashings, counter flashings, under-lay and roof system membrane.
- SIKA confirms that a representative of SIKA's Guarantee Services Group inspected the System, and as of the Issue Date, the System has been found to be acceptable for issuance of this Guarantee.
- In the event any leak should occur in the System:
 - Owner must provide notice to SIKA, either electronically or by overnight courier, within thirty (30) days of becoming aware thereof. By so notifying SIKA, the Owner authorizes SIKA or its designee to investigate the cause of the leak.
 - Within seventy-two (72) hours of notification by Owner, SIKA will investigate and, subject to the provisions in clause (c) below, repair or replace the System as required by this Guarantee. If permanent repairs are not initiated by SIKA within ten (10) days from the date of notice by Owner, Owner is authorized to have repairs made to the System as required without invalidating this Guarantee, and SIKA agrees to pay all reasonable costs for repair or replacement of leak(s) or defects in roofing system within thirty (30) days from the date of completion of such repair or replacement.
 - In the event the leak is excluded under this Guarantee, SIKA shall advise Owner of the type and/or extent of repairs required to be made at Owner's expense which, if Owner properly makes, will permit this System Guarantee to remain in effect for the unexpired portion of the Guarantee Period. Provided such repairs are completed by a SIKA Party, this Guarantee shall remain in effect for the unexpired portion of the Guarantee Period. Failure by Owner to have repairs made within a reasonable time following the discovery of any leak shall render this System Guarantee null and void. In the event SIKA investigates any leak that is excluded by this Guarantee, Owner agrees to be responsible for the reasonable investigation costs incurred by SIKA.
 - In the event Owner has notified SIKA of a leak(s) and, in the reasonable judgment of Owner, a condition exists which requires immediate repair to avoid substantial damage to persons or property, Owner may make such temporary repairs as may be necessary and such action shall not invalidate this Guarantee.
- (a) THIS GUARANTEE IS GIVEN IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND (b) THERE ARE NO WARRANTIES OR GUARANTEES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SIKA SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS. THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF SIKA UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF SIKA HEREUNDER.



5. SIKA shall have no obligation to repair or replace the affected portion of the System, or have any other liability under this Guarantee, if a leak or damage is caused by:
- a. Natural forces, disasters, or acts of God including, but not limited to earthquakes, hurricanes, tornadoes or other winds in excess of 70 mph or System design specifications (whichever is greater), lightning, hail, floods, fire, atomic radiation, insects, or animals;
 - b. Any act(s), conduct or omission(s) by any person who is not a SIKA Party, or act(s) of war, which damages the System or which impairs the membrane's ability to resist leaks;
 - c. Failure by Owner to maintain the System in a manner reasonably consistent with SIKA written requirements;
 - d. Deterioration or failure of non-System building components, including, but not limited to, the roof substrate, walls, mortar and HVAC units;
 - e. Condensation accumulates in the roof assembly, or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials;
 - f. Animal or vegetable fats and grease or any asphalt or petroleum-based product including lubricating oils or plastic roof cement;
 - g. Alterations or repairs to the System including photovoltaic (PV) systems, not approved in writing by SIKA or not made by SIKA-approved contractors;
 - h. The architecture, engineering, construction, or design of the System not approved by SIKA;
 - i. A significant change in the use of the building by Owner that affects the System as originally installed, or:
 - j. Loss of integrity of the building envelope and/or structure, including partial or complete loss of roof decking, wall siding, windows, doors, or other envelope components, or from roof damage by wind blown objects. The foregoing limitation shall apply only to the area of the System impacted by the activities and occurrences set forth in clauses a. through j. above and shall not be deemed to void or otherwise reduce the Guaranty applicable to any unaffected areas.
6. Provided all obligations of Owner under this Guarantee have been met, this System Guarantee shall be transferable at no cost to an affiliated entity of Owner or to an entity unaffiliated with Owner upon payment of a Guarantee transfer fee of \$750 to SIKA. In return for payment of this Guarantee transfer fee, SIKA will inspect the roof and provide the transferee a written report regarding the condition of the System at the time of the inspection. If necessary, all non-Guarantee work is to be paid by the present Owner. This transfer fee and inspection may be waived if the System has been under guarantee for a period of one (1) year or less and if no leaks have been reported or observed.
7. During the term of this System Guarantee, SIKA, its designated representative or employees, shall have free access to the roof during regular business hours upon prior approval by Owner's representative. In the event that the roof access is limited due to security or other restrictions, Owner shall reimburse SIKA for all the reasonable costs incurred during inspection and/or repair of the System which are due to delays associated with said restrictions. Owner shall be responsible for removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, such as removal and replacement of any photovoltaic (PV) systems excluding stone ballast, pavers, or IRMA system materials, as necessary to expose the System for inspection and/or repair. Owner is responsible for rendering any PV system inoperable and safe, prior to, and during, any investigation or repair.
8. SIKA will perform annual System site inspections for two (2) years from the Issue Date and will provide an electronic report using SIKA's software or online program indicating all deficiencies. Copies will be provided to Owner's designated representative. SIKA will, at its cost, repair/replace any deficiencies in the System in accordance with this Guarantee.
9. SIKA's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or any other terms and conditions of this System Guarantee.
10. SIKA shall have no obligation under this Guarantee until all of SIKA's invoices with respect to the Project or the System specified herein have been paid in full.
11. The Owner and SIKA hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Guarantee, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the System shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. Any such mediation shall take place in New York, New York. This Guarantee and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to its conflict of laws provisions thereof.

NO REPRESENTATIVE OF SIKA CORPORATION HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

SIKA CORPORATION:

OWNER:

SAMPLE

Authorized Signatory:

SAMPLE

Authorized Signature(1):

Title:

SAMPLE

Date: SAMPLE

Authorized Signature(2):