General Contract for Products

This General Contract for Products (this "Contract") is made effective as of September 28, 2026, between Legefy Roofing LLC, of 382 CR 3696, Springtown, Texas 76082 ("Seller"), and Judge Milton Powers of Tyler County, 100 West Bluff, Rm 105, Woodville, Texas, 75979 ("Buyer").

1. ITEMS PURCHASED. Seller agrees to sell, and Buyer agrees to buy, the following products (the "Goods") in accordance with the terms and conditions of this Contract.

Description: Silicon roof restoration for identified buildings: Tyler County Clerk's Office Building, 116 S Charlton St., Woodville, TX 75979

Quantity: 1,800 square feet
Unit Price: $3.25 per sf
Total Price: $5,850.00

TOTAL: $5,850.00

2. PRODUCT STANDARDS. The Goods shall comply with industry standards.

3. PAYMENT. Payment shall be made to Legefy Roofing LLC, PO Box 806, Springtown, Texas 76082.

Tyler County agrees to pay Legefy Roofing LLC as follows:

Upon execution of contract, Legefy Roofing LLC will begin work on the agreed-upon date and send the final invoice upon completion of the work.

In addition to any other right or remedy provided by law, if Tyler County fails to pay for the Goods when due, Legefy Roofing LLC has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

4. DELIVERY. Time is of the essence in the performance of this Contract. Seller will arrange for delivery by carrier chosen by Seller. Delivery shall be completed by October 31, 2026.

Once contract is executed by both parties Legefy Roofing LLC will mobilize on the agreed-upon date and begin roof prep to a clean and dry surface, begin prep work for silicone application and apply the silicone in accordance with industry standards and Legefy Roofing LLC's scope of work outlined in Exhibit A. Work should be completed in approximately 1 week. Rain will delay the work schedule. If the Work is delayed due to weather, Seller shall provide Buyer's written notice of the same and a revised estimated day of substantial completion. Under no circumstances shall Legefy Roofing LLC's Work impact Buyer's operation as a business.

5. WARRANTIES. Legefy Roofing LLC warrants to Tyler County that the Goods will conform substantially to the applicable drawings or design standards. The scope of work will meet Progressive Materials Manufacturing application requirements upon PM final inspection.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

Once Progressive Materials completes the final inspection, Tyler County will be issued a 20-year NDL for all roofs under this contract.

6. INSPECTION. The Buyer, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Contract. If the Buyer, in good faith, determines that all or a portion of the Goods are non-conforming, the Buyer may return the Goods to the Seller at the Seller's expense. The Buyer must provide written notice to the Seller of the reason for rejecting the Goods. The Seller will have 10 days from the return of the Goods to remedy such defects under the terms of this Contract.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Goods in the time and manner provided for in this Contract.

8. REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 10 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. MEDIATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by nonbinding mediation. The parties shall select a mutually acceptable mediator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select a mediator and the two mediators in turn shall select a third mediator, all three of whom shall preside jointly over the matter. The mediation shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of mediation is served.

The mediator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The decision rendered by the mediator(s) shall be final and binding on the parties, only once memorialized and approved by Buyer's Board of Trustees and Seller's authorized officer.

11. CONFIDENTIALITY. Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Contract as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Upon request by an owner, all documents relating to the confidential information will be returned to such owner. Notwithstanding the above, the Parties acknowledge that the Buyer is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Seller waives any claim against and releases from liability Buyer and its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either Party and determined by Buyer the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

12. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

14. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

16. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Texas.

17. SIGNATURES. This Contract shall be signed on behalf of Tyler County by Milton Powers, Tyler County Judge, and on behalf of Legefy Roofing LLC, by Dana Ackley, President & CEO.

Buyer:
Tyler County

By: _____ Date: 09/28/2026

Milton Powers
Tyler County Judge

Seller:
Legefy Roofing LLC

By: _____ Date: _____

Dana Ackley
President & CEO

Silicone Roof Coating Restoration (RCR) System over PVC, TPO, and Hypalon Membranes

Installation Overview

Note: The following instructions are an overview of the Silicone Roof Coating Restoration installation process; they are not intended to replace the Recommended Design Specifications at PMsilicone.com.

Required:

1. **Moisture Survey.**
2. **Adhesion Test with a minimum of 2lbs per square inch..**

Cleaning:

3. Power wash the entire roof surface and all other areas to receive new coating.
4. Apply P-151 Single-Ply Primer at a rate of 1/4 - 1/3 per gallon. (Required)

Surface Prep:

5. Roof areas greater than 500 square feet containing moisture below the roof surface need to be replaced.
6. Isolated roof areas less than 500 square feet containing moisture below the roof surface need to have a moisture relief vent installed. (minimal wet areas)
7. Any flashings that do not provide a watertight condition receive 3-course method 15 mils of silicone coating, embed fabric in wet coating. After base coat has cured apply a generous coat silicone coating over fabric to ensure complete saturation.
8. All membrane seam failures receive 3-course method 15 mils of silicone coating, embed fabric in wet coating. After base coat has cured apply a generous coat silicone coating over fabric to ensure complete saturation.
9. Repair or replace any sheet metal that does not provide a watertight condition.
10. Replace all fasteners that are loose or backed out.
11. Membrane cuts should receive 3-course method 15 mils of silicone coating, embed fabric in wet coating. After base coat has cured apply a generous coat silicone coating over fabric to ensure complete saturation.

Coating Installation:

12. Ensure the surface is completely dry.

13. Install silicone at a rate of:
    a. 20 mils minimum for a 5 year warranty
    b. 25 mils minimum for a 10 year warranty
    c. 30 mils minimum for a 15 year warranty
    d. 35 mils minimum for a 20 year warranty