

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THE SECURITY HAS BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF A CURRENT AND EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT WITH RESPECT TO SUCH SECURITY, OR AN OPINION OF THE ISSUER'S COUNSEL TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

**COMMON MEMBERSHIP PURCHASE WARRANT**

of

**ArmorLite Roofing, LLC**  
(a California limited liability company)

THIS CERTIFIES THAT, for value received, \_\_\_\_\_ (the "**Holder**"), as registered owner of this Warrant, is entitled to at any time or from time to time before 5:00 p.m., California time, on \_\_\_\_\_, 2010 (the "**Expiration Time**") but not thereafter, to subscribe for, purchase and receive up to \_\_\_\_\_ fully paid and nonassessable shares of the Common Membership Interests of ArmorLite Roofing, LLC, a California limited liability company (the "**Company**"). The exercise price for such number of Common Membership Interests will be \$2.00 per interest. The number of shares of Common Membership Interests deliverable hereunder, and the price to be paid for a share of Common Membership Interests may be adjusted from time to time as hereinafter set forth. The shares of Common Membership Interests deliverable hereunder, as adjusted from time to time, are hereinafter sometimes referred to as "**Warrant Interests.**" The exercise price of a share of Warrant Interest in effect at any time, and as adjusted from time to time, is hereinafter sometimes referred to as the "**Exercise Price.**"

1. Exercise of Warrant. This Warrant may be exercised in whole or part at any time and from time to time after the date hereof and prior to the Expiration Time by presentation and surrender of this Warrant and payment by cashier's check of the Exercise Price for such shares of Warrant Interests to the Company at the principal office of the Company. If the subscription rights represented hereby are not exercised at or before the Expiration Time, this Warrant will become and be void without further force or effect, and all rights represented hereby will cease and expire. This Warrant may be exercised in accordance with its terms in whole or in part (payment of a portion of the Exercise Price will proportionately reduce the number of Warrant Interests to be issued to the Holder). In the event of the exercise in part only, the Company will cause to be delivered to the Holder a new Warrant of like tenor to this Warrant in the name of the Holder evidencing the right of the Holder to purchase the number of Warrant Interests purchasable hereunder as to which this Warrant has not been exercised or assigned.

2. Rights of the Holder. Holder will not be entitled to vote or receive dividends or be deemed the holder of Common Membership Interests or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose, nor will anything contained herein be construed to confer upon the Holder of this Warrant, as such, any of the rights of a member of the Company or any right to vote for the election of managers or upon any matters submitted to members at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issue of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive dividends or subscription rights or otherwise until this Warrant has been exercised and the Warrant Interests issuable upon the exercise hereof has become deliverable as provided herein.

3. Adjustments to Exercise Price and Number of Warrant Interests.

(a) Adjustment for Reclassifications. If at any time or from time to time after the issue date the holders of the Common Membership Interests of the Company (or any shares of membership interest or other securities at the time receivable upon the exercise of this Warrant) have received, or, on or after the record date fixed for the determination of eligible members, have become entitled to receive, without payment therefore, other or additional membership interests or other securities or property (including cash) by way of stock-split, spinoff, reclassification, combination of membership interests or similar corporate rearrangement (exclusive of any membership interests dividend of its or any subsidiary's capital stock), then and in each such case the Holder of this

Warrant, upon the exercise hereof as provided in Section 1, will be entitled to receive the amount of membership interests and other securities and property which such Holder would hold on the date of such exercise if on the issue date he had been the holder of record of the number of shares of Common Membership Interests of the Company called for on the face of this Warrant and had thereafter, during the period from the issue date, to and including the date of such exercise, retained such membership interests and/or all other or additional stock and other securities and property receivable by him as aforesaid during such period, giving effect to all adjustments called for during such period. In the event of any such adjustment, the Exercise Price will be adjusted proportionately.

(b) Adjustment for Reorganization, Consolidation, Merger. In the event of any reorganization of the Company (or any other corporation the stock or other securities of which are at the time receivable on the exercise of this Warrant) after the issue date, or in case, after such date, the Company (or any such other corporation) consolidates or merges with another corporation (including any merger in which the Company is the survivor) or conveys all or substantially all of its assets to another corporation, then and in each such case the Holder of this Warrant, upon the exercise hereof as provided in Section 1 at any time after the consummation of such reorganization, consolidation, merger or conveyance, will be entitled to receive, in lieu of the securities and property receivable upon the exercise of this Warrant prior to such consummation, the stock or other securities or property to which such Holder would be entitled had the Holder exercised this Warrant immediately prior thereto, all subject to further adjustment as provided herein; in each such case, the terms of this Warrant will be applicable to the shares of stock or other securities or property receivable upon the exercise of this Warrant after such consummation.

4. Transfer to Comply with the Securities Act of 1933.

This Warrant and the Warrant Interests or any other security issued or issuable upon exercise of this Warrant may not be sold, transferred or otherwise disposed of except to a person who, in the opinion of counsel for the Company, is a person to whom this Warrant or such Warrant Interests may legally be transferred without registration and without the delivery of a current prospectus under the Securities Act with respect thereto and then only against receipt of an agreement of such person to comply with the provisions of this Section 4 with respect to any resale or other disposition of such securities. The Company may cause the following legend to be set forth on each certificate representing Warrant Interests or any other security issued or issuable upon exercise of this Warrant, unless counsel for the Company is of the opinion as to any such certificate that such legend is unnecessary:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF A CURRENT AND EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT WITH RESPECT TO SUCH SHARES, OR AN OPINION OF THE ISSUER'S COUNSEL TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

5. Reservation of Common Membership Interests, Etc. There will be reserved, and the Company will at all times keep reserved, out of the authorized and unissued shares Common Membership Interests, a number of shares sufficient to provide for the exercise of this Warrant.

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer on this \_\_\_\_ day of \_\_\_\_\_, 2007.

ARMORLITE ROOFING, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Frank Lane, President and Chief Executive Officer