E-FILED
Monday, 03 May, 2010 08:48:14 PM
Clerk, U.S. District Court, ILCD

Exhibit 9

3. All shingles which contain a factory applied self sealing strip must be subjected to direct sunlight for several days before full sealing will occur. Shingles installed in the fall or winter may not seal until the following spring. Shingles which do not receive direct sunlight or which are not exposed to adequate surface temperatures may never seal. Damage to the factory applied self sealing strip by dust, sand, or foreign matter will prevent the sealing strip from activating. This is the nature of shingles and failure to seal down under such circumstances is not a manufacturing defect. If any shingles which have been exposed to adequate temperatures and direct sunlight contain heat activated self sealing strips which fail to activate during the first year after application, IKO will have no liability under this limited warranty for such defects unless proper written notification has been made and IKO has been allowed the opportunity to hand seal any non-sealed shingles at its own expense.

4. IKO does not provide any warranty coverage to its shingles when they are installed over insulated roof deck panels. IKO will not be liable for damage caused by insufficient attic ventilation or roof drainage. Ventilation must meet building code requirements. Also, IKO is not liable for damage caused to products installed over a roof deck that is not properly ventilated with an air space between the roof deck and the insulation. Approximately half of the ventilation must be at the eaves, with the remaining half at the top, or ridge, of the roof.

5. In all cases, replacement shingles are warranted only for the remainder of the original shingles' limited warranty.

6. IKO reserves the right to discontinue or modify any of its products, including the color blend of said shingles, without notice to the original consumer-purchaser and shall not be liable to the original consumer-purchaser as a result of this modification or discontinuance. IKO will have no liability in the event that replacement material may vary in color in comparison to the original product as a result of product changes or normal weathering.

7. This limited warranty which is effective as of January 1, 2003, is transferrable only as described under TRANSFERABILITY. It is extended to and may be enforced by the original consumer - purchaser (original owner of the building to which the IKO shingles are applied) or by a subsequent property owner upon transfer, as described under TRANSFERABILITY.

8. **NO ACTION FOR BREACH OF THIS LIMITED WARRANTY SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED.**

9. **THIS LIMITED WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

10. The unenforceability of any provision stated herein will not affect the enforceability of any other provision which will remain in full effect.

11. The installation of asphalt shingles on dimensional lumber (including shiplap or board decks) is not recommended as it may potentially cause buckling problems. Buckling is not covered by this limited warranty.

12. With Renaissance XL shingles, the base shingle has "patches" of asphalt coating and granules which help give the shingle its unique appearance. During exposure on the roof it is possible for these patches to show small fissures.

These fissures can develop within the first few years depending on roof exposure, climate, roof pitch, and attic ventilation efficiency and are not the result of a manufacturing defect. They do not detract from the long term watershedding performance of the asphalt shingle roof system. (Beneath the patches, there is the shingle's base layer of asphalt and granules, and the asphalt-saturated felt reinforcement. Below this is the overlapped unexposed portion of the underlying shingle.)

THIS LIMITED WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF IKO. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE LIMITED WARRANTY DESCRIBED IN THIS DOCUMENT. IKO WILL NOT BE LIABLE FOR ANY ORAL STATEMENT OR OTHER WRITTEN STATEMENT ABOUT THE SHINGLE, WHETHER SUCH STATEMENTS ARE MADE BY AN AGENT OR EMPLOYEE OF IKO OR BY ANY OTHER PERSON. IKO DOES NOT AUTHORIZE ITS REPRESENTATIVES, DISTRIBUTORS, CONTRACTORS OR DEALERS TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS LIMITED WARRANTY.

Date of Installation _____

EFFECTIVE 10/1/03
Printed 09/03
10M - Ultimate
MR1L020

IKO

IKO Manufacturing Inc.

Asphalt Shingles

LIMITED WARRANTY

IKO IRON-CLAD WARRANTY

WARRANTY INFORMATION BOOKLET

United States

Owner's Name:

Address:

Contractor's Name:

Address:

Phone #:

Signature:

Date of Application:

Product Applied:

Color:

Contract Price:

Number of Bundles:

Complete and retain for your records - do not send to IKO.

Pride of Ownership... Peace of Mind are now yours.

Congratulations on your purchase of IKO asphalt roof shingles. Your purchase has truly enhanced the stature of your home while providing long term, worry-free protection from nature's nasty elements.

The information contained in this booklet details how IKO supports you after the sale of our roofing shingles. IKO extends this limited warranty coverage together with our unique "IRON CLAD" PROTECTION coverage.

Please read and retain this copy of the IKO Asphalt Shingle Limited Warranty, which is printed in its entirety on pages 2-6 of this booklet.

SPECIMEN

IKO,... Setting the Standard!

IMPORTANT INFORMATION

The start date for this limited warranty is the date the application of our shingles to your home is completed. Your "IRON CLAD" PROTECTION begins at this point.

The proper application instructions for your shingles can be found on each and every bundle wrapper. To ensure that your shingles perform as expected and provide the intended protection, these application instructions must be strictly adhered to. Failure to follow instructions may void the limited warranty. Prior to the application of fibreglass shingles on roof slopes below 8:12, cover the entire deck with one ply of asphalt saturated felt or asphalt saturated sheathing paper, laid parallel to the eaves with 2" horizontal laps and 4" end laps. See the bundle wrapper for complete installation requirements. Do not apply shingles to roof slopes below 2:12.

ASSISTANCE AND NOTIFICATION

1) Product information, sales literature and product color samples are available from your local IKO roofing distributor or on the web at www.iko.com.

2) Technical assistance on product specifications, application recommendations, or expanded information on the entire IKO product line is available by calling the IKO Technical Hotline at 1-800-387-2318, extension 403, or e-mail us at residential.technical@iko.com.

3) Should the need arise to contact IKO concerning a question on product quality, warranty coverage, or a claim, call IKO Quality Services at 1-800-433-2811 or e-mail us at productconcerns.us@iko.com.

IKO IRON CLAD PROTECTION

IKO has been producing high quality roofing products, world-wide, for over three generations. We put this reputation for quality to the test each time our shingles are installed. Experience has shown that the early years following installation are the most critical ones to you. That is why we offer the unique initial limited warranty coverage we call "IRON CLAD" PROTECTION, which, depending on the product purchased, can cover up to the first five (5) years after installation.

In plain English, during the "IRON CLAD" PROTECTION period, IKO will have the shingles repaired or replaced *free of charge (exclusive* of costs for tear-off of shingles and flashings and metal work), should our shingles contain a manufacturing defect which results in leaks.

To ensure that you have the warranty coverage that best suits your needs, IKO allows you to extend the "IRON CLAD" PROTECTION period for up to an additional 2 years on all IKO roofing products.

IKO limited warranties are also transferrable only as described on page 4 under TRANSFERABILITY..

ASPHALT SHINGLE LIMITED WARRANTY

INFORMATION TABLE

Type of Shingle (check one)	Warranty Period Yrs	Warranty Period Mths	IKO IRON CLAD PROTECTION Period Years	Reduction Figure for First 180 Months (n*)	Reduction Figure for Balance of Period (m*)
CAMBRIDGE 50 AR	50	600	5	n/225	m/2100
CAMBRIDGE 50	50	600	5	n/225	m/2100
REGENCY	50	600	5	n/225	m/2100
CAMBRIDGE 40	40	480	5	n/225	m/1500
CHATEAU	35	420	5	n/225	m/1200
CROWNE 30	30	360	5	n/225	m/900
CAMBRIDGE 30	30	360	5	n/225	m/900
CAMBRIDGE 30 AR	30	360	5	n/225	m/900
IMPERIAL GENTRY 30	30	360	5	n/225	m/900
MARATHON 30	30	360	5	n/225	m/900
IMPERIAL GENTRY 25	25	300	5	n/225	m/600
IMPERIAL GENTRY 25 AR	25	300	5	n/225	m/600
RENAISSANCE XL	25	300	5	n/225	m/600
CATHEDRAL XL	25	300	5	n/225	m/600
ARISTOCRAT 25	25	300	5	n/225	m/600
ULTRALOCK 25	25	300	5	n/225	m/600
ROYAL VICTORIAN	25	300	5	n/225	m/600
SKYLINE 25	25	300	5	n/225	m/600
MARATHON 25	25	300	5	n/225	m/600
ARMOUR PLUS 20	20	240	3	n/225	m/300
ARMOUR LOCK 20	20	240	3	n/225	m/300
MARATHON 20	20	240	3	n/225	m/300

* n - number of months since installation, m - number of months beyond 180 months

ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS, ARE HEREBY EXCLUDED. TO THE EXTENT THAT ANY IMPLIED WARRANTY MAY NOT BE EXCLUDED AS A MATTER OF LAW, ANY SUCH IMPLIED WARRANTY, INCLUDING MERCHANTABILITY AND FITNESS, IS LIMITED TO THE DURATION OF THIS WARRANTY.
Some states may not allow exclusions of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This limited warranty covers IKO asphalt shingles sold by IKO Manufacturing Inc. that are applied to buildings domiciled within the United States. (Please refer to the following pages for the remainder of warranty and limitations.)

ASPHALT SHINGLE LIMITED WARRANTY

IKO Manufacturing Inc., subject to the conditions and limitations listed herein, warrants to the original consumer-purchaser that the shingles listed above are free from manufacturing defects that result in leaks. This limited warranty begins at the time of completion of installation, and shall run for the length of time specified above, for the particular shingle. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

IRON CLAD PROTECTION 5

During the first five (5) years after completion of installation of IKO Cambridge 50 AR, Cambridge 50, Regency, Cambridge 40, Chateau, Crowne 30, Cambridge 30, Cambridge 30 AR, Imperial Gentry 30, Marathon 30, Renaissance XL, Cathedral XL, Aristocrat 25, UltraLock 25, Royal Victorian, Skyline 25, Imperial Gentry 25, Imperial Gentry 25 AR, and Marathon 25 shingles only, IKO will at its option have the shingles repaired or replaced free of charge, if the shingles are proven to contain a manufacturing defect which has resulted in leaks. IKO's maximum liability shall be equal to the reasonable replacement cost of the defective shingles and IKO will not pay for, nor be responsible for roof tear-off, flashing, and metal work or required repairs to associated defects or damage.

BEYOND IRON CLAD PROTECTION

After the first five (5) years from completion of installation, IKO's maximum liability toward repairs or replacement shall be a prorated amount of the current value of the shingles only (exclusive of labor, disposal and tear-off, except where Tear-off Protection has been purchased). This prorated amount is calculated by reducing the reasonable replacement material cost by the monthly reduction figures for the specific shingles for each month the shingles have been installed.

IRON CLAD PROTECTION 3

During the first three (3) years after completion of installation of IKO Armour Plus 20, Armour Lock 20, or Marathon 20 shingles only, IKO will at its option have the shingles repaired or replaced free of charge, if the shingles are proven to exhibit a manufacturing defect which has resulted in leaks. IKO's maximum liability shall be equal to the reasonable replacement cost of the defective shingles and IKO will not pay for, nor be responsible for roof tear-off, flashing, and metal work or required repairs to associated defects or damage.

BEYOND IRON CLAD PROTECTION

After the first three (3) years from completion of installation, IKO's maximum liability toward repairs or replacement shall be a prorated amount of the current value of the shingles only (exclusive of labor, disposal and tear-off). This prorated amount is calculated by reducing the reasonable replacement material cost by the monthly reduction figures for the specific shingles for each month the shingles have been installed.

WARRANTY COVERAGE PRORATION EXAMPLE

A manufacturing defect resulting in leaks is found in Aristocrat 25 shingles in October 2022. The shingles were purchased in October 2004; 18 years, or a total of 216 months have elapsed since installation. IKO's liability will be reduced by (180/225 = .80) + (36/600 = .06) = .86. So IKO's maximum liability would be 14% (100 - 86) towards the replacement material cost.

EXTENDING THE IKO IRON CLAD PROTECTION PERIOD

At the option of the original consumer - purchaser, up to two (2) years of additional "IRON CLAD" PROTECTION may be purchased on all IKO roofing shingles. This optional purchase must take place during the first year of warranty coverage only. IKO will charge a nominal, one time fee of $5.00/100 sq. ft. of roofing per year of additional coverage for this extension. To purchase this additional coverage, please call the IKO Quality Services Department at 1-800-433-2811.

LIMITED WIND RESISTANCE WARRANTY

IKO warrants its Cambridge 50 AR, Cambridge 50, UltraLock 25 and Regency shingles for the initial five (5) years after the date of installation against wind blow-off damage due to wind velocities, including "gusts" up to a maximum of ninety (90) MPH. In the event that it is proven that there has been wind damage from winds up to ninety (90) MPH to these shingles, IKO will furnish similar replacement shingles for the damaged shingles.

IKO warrants its Cambridge 40, Chateau and Armour Lock 20 shingles for the initial five (5) years after the date of installation against wind blow-off damage due to wind velocities, including "gusts" up to a maximum of eighty (80) MPH. In the event that it is proven that there has been wind damage from winds up to eighty (80) MPH to these shingles, IKO will furnish similar replacement shingles for the damaged shingles.

IKO warrants its Cambridge 30 and Cambridge 30 AR shingles for the initial five (5) years after the date of installation against wind blow-off damage due to wind velocities, including "gusts" up to a maximum of seventy (70) MPH. In the event that it is proven that there has been wind damage from winds up to seventy (70) MPH to these shingles, IKO will furnish similar replacement shingles for the damaged shingles. For all other shingles listed in this limited warranty, IKO warrants its shingles for the initial five (5) years after the date of installation against wind blowoff damage due to wind velocities, including "gusts", up to a maximum of sixty (60) MPH. In the event that it is proven that there has been wind damage from winds up to sixty (60) MPH to such shingles, IKO will furnish similar shingles necessary for replacement for damaged shingles. Our five (5) years limited wind warranty does not cover the labor costs for the removal of damaged shingles or the application of the replacement shingles. See EXCLUSIONS AND LIMITATIONS, page #5.

Any costs in excess of IKO's liability shall be the consumer's - purchaser's liability. Homeowners should pursue such claims through their homeowner's insurance.

LIMITED ALGAE RESISTANCE WARRANTY
(Cambridge 50 AR only)

In the event that within the initial ten (10) year period, algae does develop (causing discoloration) on these shingles, IKO will at its option clean, repair, or replace (including installation labor costs where necessary) only those shingles which have developed the algae growth that cause discoloration up to the following limits: A.) In the first 12 months from the date of installation, the maximum liability to IKO will be the original cost of the shingles exhibiting the discoloration due to algae, including replacement installation labor. B.) During the remaining nine (9) year warranty period, the maximum liability to IKO will be the original cost of the shingles exhibiting the discoloration, excluding all installation costs, less a percentage which is based upon the number of months elapsed in the warranty period divided by the 120 month (10 year) warranty period. IKO Algae Resistant shingles must be used for hip and ridge areas for Limited Algae Resistance Warranty coverage.

(Cambridge 30 AR and Imperial Gentry 25 AR only)

In the event that within the initial five (5) year period, algae does develop (causing discoloration) on these shingles, IKO will at its option clean, repair, or replace (including installation labor costs where necessary) only those shingles which have developed the algae growth that cause discoloration up to the following limits: A.) In the first 12 months from the date of installation, the maximum liability to IKO will be the original cost of the shingles exhibiting the discoloration due to algae, including replacement installation labor. B.) During the remaining four (4) year warranty period, the maximum liability to IKO will be the original cost of the shingles exhibiting the discoloration, excluding all installation costs, less a percentage which is based upon the number of months elapsed in the warranty period divided by the 60 month (5 year) warranty period. IKO Algae Resistant shingles must be used for hip and ridge areas for Limited Algae Resistance Warranty coverage.

TRANSFERABILITY

The limited warranty for all IKO shingle products may only be transferred by the original consumer - purchaser, to the subsequent property owner within the ten (10) year period following shingle installation. When a limited warranty is transferred, the "IRON CLAD" PROTECTION shall automatically terminate, and the duration of the limited warranty, measured from the date of real estate transfer, shall be two (2) years of pro-rated material-only.

In all of the above cases, the limited warranty will only be transferable, subject to the above terms, under the following conditions:

1) Notification of a request for transfer must be received in writing by IKO at 6600 S. Central Avenue, Chicago, IL, 60638, Attn: Quality Services, from the original consumer - purchaser within thirty (30) days after the date of the real estate transfer. Such requests must include a copy of the original invoice showing proof of purchase of the IKO product and a copy of the real estate transfer.
2) Repair or replacement will be calculated using the reduction formula cited in the individual product warranties, using the date of installation as the start date.
3) A transfer fee of $100.00 must accompany all requests for warranty transfer.

NOTIFICATION

Claims pursuant to this Limited Warranty must be filed within thirty (30) days of discovery of the alleged defect in the following manner:

a. Contact IKO Quality Services toll-free at the numbers shown below.
b. Provide the information as requested by the Quality Service representative.
c. Complete and sign the Homeowner Inquiry Survey including all of the following:
   1. **Proof of Purchase indicating the IKO product involved.**
   2. The required number of pictures.
   3. Two full sample shingles.
   4. The completed and signed forms.
d. Provide access to the IKO products in question for the purpose of investigation if required.

IKO will, within approximately sixty (60) days of receipt of the completed Homeowner Inquiry Survey, evaluate the claim and respond accordingly to any obligations as may be imposed by the Limited Warranty as a result of such an evaluation. Any claimed defect for which notice is not received by IKO within the applicable warranty period is not covered by this warranty. Failure to provide requested information may cause the claim not to be considered.

IKO Quality Services
6600 South Central Ave.,
Chicago, Illinois
60638
Tel: 1-800-433-2811

EXCLUSIONS AND LIMITATIONS

1. IKO will have no liability under this limited warranty for:

A) Any damage to the shingles caused by improper application of the shingles or the shingles not applied according to IKO printed application instructions.
B) Any variation in color or shading.
C) Any damage to the interior or exterior of any building or any property contained therein.
D) Any damage caused by Acts of God, including lightning, gale or "gusts" (except of the extent listed in the Limited Wind Resistance Warranty), hailstones, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the roof or any other causes except ordinary wear and tear by the elements.
E) Any damage caused by settlement, distortion or cracking of the roof deck, walls or foundation of a building or failure in the materials used as a roof base or by traffic on the roof.
F) Any damage if the roof is altered after initial installation of the shingles, whether any such alteration is by structural additions, changes, or replacement or equipment installations (including without limitations, aerials, signs, water towers, fan housings, air conditioning equipment, solar heaters, water heaters, television antennas and skylights).
G) Any costs incurred for repair or replacement not authorized in writing by IKO.
H) Any damage caused by any cause other than a manufacturing defect.
I) Any discoloration due to the presence of mold, mildew, fungus, algae or pollutant (excluding Cambridge 50 AR, Cambridge 30 AR, or Imperial Gentry 25 AR when IKO Algae Resistant shingles are used for hip and ridge areas also).
J) Any damage or distortion caused by inadequate ventilation.
K) Any backsurfacing transfer or asphalt staining.
L) Any costs related to disposal.
M) Any costs related to the removal of any asbestos present in the roof to which IKO shingles are installed.
N) Any damage due to the effects of resins/drippings from nearby trees contacting the shingles. Such damage may include blisters on the shingle surface.
O) IKO will not pay for, nor be responsible for flashings, metal work or required repairs to associated defects or damage, or roof tear-off.
P) Any color fading of the blue granules used in any shingle blends.

2. The limited warranty terms listed in this document apply to shingles installed on roof slopes of 4 in 12 (1:3) and steeper. The limited warranty period for shingles installed on roof slopes of less than 4 in 12 (1:3) and down to 2 in 12 (1:6) is 12 years (If certain application procedures are followed), and will be pro-rated for material only, exclusive of labor, etc., at an annual reduction of 8.33%. (If certain application procedures are followed, a full limited warranty will be in effect for slopes between 3:12 to 4:12. See shingle product wrapper for details). Regency, UltraLock 25, and Armour Lock 20 will only be warranted when applied to roof slopes 4 in 12 (1:3) or steeper. Underlayment is required beneath all Cambridge 50/50AR, Regency, Cambridge 40, Cambridge 30/30 AR, Imperial Gentry 30, Marathon 30, Royal Victorian, Imperial Gentry 25/25AR, Marathon 25 and Marathon 20 applications below 8:12, and beneath Chateau and Crowne 30 when applied on roof slopes 6:12 to 4:12.