

PLAINTIFF'S EXHIBIT

BIR-358

LAW OFFICES
STEPHEN B. HUGHES
TEN ELLICOTT STREET
BATAVIA, NY 14020-0566

ASSOCIATE
DEBRA L. BURHANS

TELEPHONE
AREA CODE 716
344-1087

September 22, 1987

Scott Ward
Quality Control Manager
Bird Incorporated
Pleasant Street
Norwood, MA 02062

RE: Five Star Roofing and St. Mary's Church
vs. Bird Incorporated

Dear Mr. Ward:

Thank you for your letter dated September 2, 1987 which has been reviewed by our client together with all the earlier supplemental information.

This matter has been most distressful. As you know, the situation has not improved at all over the two year period. If anything, the color contrast has become more discernible.

Quite frankly, both my client and St. Mary's Church would be well pleased if the existing roofing were replaced with shingles of the same color as originally ordered. My client would not, however, be interested in any way at all in performing the work.

So that you will understand the reasons for my client's reticence to perform any redeemal work on this project, you should understand that it is a very dangerous type of roof upon which to perform work. The pitch is 9/12 and the lowest edge of the roof is more than 40 feet above ground level. The peak of the roof extends to a height of approximately 90 feet. I am sure the pictures in your file will adequately demonstrate the situation. Additionally, when the existing roofing was installed more than two years ago, it did not require the removal of the then existing roof. Now, with the additional weight, a new roof cannot be installed without removing the existing roofing. This makes for an entirely different job than what was performed by my client on behalf of the church more than two years ago.

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My client has discussed the matter from time to time with St. Mary's Church. While the church joins with my client in desiring that the roof be replaced with one of the same color as originally contracted for, there is a recognition that the additional difficulties in removing the existing roofing and reinstalling a new roof as originally contracted for presents some practical problems. Both my client and St. Mary's Church agree that it would not be possible in any way to remove only the contrasting colors. As I hope your file will reflect, the contrasting color is in general throughout the entire roof and does not involve only a portion thereof.

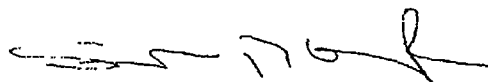
It has been suggested that both my client and St. Mary's Church would release Bird Incorporated from any further obligations in this matter upon payment of the sum of \$20,000. Quite frankly, this sum would not be used to replace or repair in any way whatever the existing roofing. It would be used to offset what we believe would be the actual damages sustained by both my client and St. Mary's Church. The roof would be left as is.

This suggestion is made, of course, without prejudice to any of the legal claims that may exist.

Appreciating the courtesy of your prompt response, I am

Very truly yours,

HUGHES AND BURHANS



STEPHEN B. HUGHES

SBH/pjm