



PLAINTIFF'S EXHIBIT

BIR-366

Frank S. Anthony
Vice President, General Counsel
and Secretary

February 24, 1991

Mr. Gary W. Farneti
Ball, McDonough & Johnson P.C.
The Professional Building
117 Hawley Street
P.O. Box 1740
Binghamton, NY 13902-1740

Re: Joseph Gagnon, RD #1 Box 242, Chenango Forks, NY 13746
File No. 10-171-89-01HO

Dear Mr. Farneti:

Please be advised that the shingles covering Mr. Gagnon's roof met our manufacturing specifications and, according to our records, your client's roof is still in a watertight condition.

We also understand that he arranged to have 23 squares of Mark 80 L/S, Cinnamon installed on his roof during July of 1983, thereby invalidating any applicable warranty. Notwithstanding that the Bird shingles met warranty and that his actions invalidate the warranty, Bird and Wilson & Fritz, Inc. agree to resolve your client's claim according to the terms and conditions of Bird's pro-rated shingle warranty.

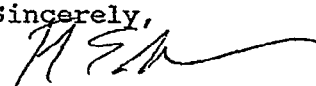
The warranty settlement computes as follows:

$\$90 \times 23 \text{ squares} \times 258 \text{ months divided by } 360 \text{ months} = \$1,483.50$

A copy of this warranty is already in your possession. Please advise us of your decision in this matter.

Obviously, this offer is made in the spirit of good will and to avoid time consumption and is made without admission of any liability on the part of Bird or Wilson & Fritz, Inc.

Sincerely,


Frank S. Anthony
Vice President and
General Counsel

cc: Keith O'Neill
Clifford Patenaude
03-720.3

One Dedham Place, Dedham, MA 02026 Tel: (617) 461-1414 Fax: (617) 461-1618

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