

Cliff's Chrono file

September 13, 1989

Mr. Gaston Laflame
Laflame Trucking, Inc.
P.O. Box 42
West Stewartstown, NH 03597

Dear Mr. Laflame:

Re: Property on Wallace Road
Route 114
Canaan, Vermont

This is to confirm my telephone conversation with you on September 8, 1989 and with your secretary, Ann Thetonia, regarding the shingles on your roof located in Canaan, Vermont. The shingles in question were installed April of 1983 and carry a 25-year, pro-rated warranty.

The shingle samples taken from your roof on August 25, as well as those sent to us by Perras Lumber Company, have been analyzed by our laboratory. Our analysis indicates that all raw materials in their respective proportions, as called for in our specifications, are present in the finished product. The submitted shingles met our product weight, back coating weight, granule retention, and tensile strength requirements.

There are several problems which are as follows:

- The shingles were not installed in accordance with our application instructions--i.e., shingle underlayment felt was not used. This voids the warranty.
- Bird's August 25 inspection showed the shingles to be well sealed and to be applied directly to the plywood deck without shingle underlayment felt. The 4"/12" slope of the upper roof displays diagonal cracks through several scattered shingles over sections of the 15-square area. A lower roof of about 4"/12" or 5"/12" slope shows two to four cracked shingles.
- There is inadequate ventilation in the design of your roof to allow the proper ventilation of the underdeck for your building, which, in our opinion, has a direct bearing on the performance of the shingles.

and Mr Yard's letter dated
September 8, 1989.

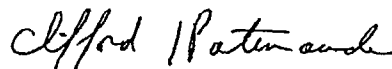
- The porch on your building has a slope of less than 4"/12" pitch. Our wrapper specifically limits the use of Architect 80 shingles to decks having a slope of greater than 4"/12" pitch. Again, the product was not installed in accordance with the application instructions on our wrapper, which voids the warranty.

Enclosed for your review is a copy of our wrapper instructions and pro-rated warranty. As I discussed with you on the phone, Mr. Maloof, our Division President, will not agree to any labor settlement because the shingles were misapplied. Bird does not pay for any application errors; only the shingles themselves are warranted (see attached warranty).

However, on a goodwill basis and without admitting any liability, Bird agrees to offer you 15 squares of Architect 90 shingles (Cypresswood color) at no charge delivered to Perras Lumber Company of Lancaster, New Hampshire. I suggest that you contact the people who designed your building and have them design the adequate ventilation required for your roof area which is spelled out in handbooks issued by the Asphalt Roofing Manufacturers Association and which is a part of the BOCA Code. In addition I suggest you contact the roofing contractor or the general contractor who built your building and have them reapply the shingles at their expense, since they misapplied them originally.

We regret that you are having problems with your roof; however, we feel we have done everything possible to help you solve them. If you have any questions, don't hesitate to call us. Thank you for your patience.

Sincerely,



Clifford J. Patenaude
Quality Control Manager

CJP:VC
Enclosures

copy: Perras Lumber Company
R.F.D. 2
Lancaster, NH 03584

Bruce W. Davol - Bird Sales Representative

Frank S. Anthony, Esq.
Vice President and General Counsel - Bird