UNION CARBIDE CORPORATION
METALS DIVISION
270 PARK AVENUE, NEW YORK, N. Y. 10017

PLAINTIFF'S EXHIBIT
Union Carbide 572

J. F. COLLINS
VICE PRESIDENT

October 24, 1980

Mr. P. J. Fournier
Union Carbide Corporation
Highway 100
Morrisville, Vermont 05661

Dear Mr. Fournier:

Enclosed for filing in Corporate Records is the fully executed document as shown below:

TYPE OF CONTRACT:	Amendment Letter dated 9/12/80 to Distributor Contract, Re: Sylodex Asbestos Products
CONTRACTING PARTY:	W. R. Grace & Co.
AGREEMENT DATE:	July 23, 1980
EXPIRATION DATE:	June 30, 1985

Please acknowledge receipt of this document on the duplicate copy of this letter.

Very truly yours,

J. F. Collins

JFC:myh
Enclosure
cc: G. R. Adams
J. L. Myers
F. J. Shortsleeve
J. J. Sibley

UNION CARBIDE CORPORATION
METALS DIVISION
270 PARK AVENUE, NEW YORK, N.Y. 10017

September 12, 1980

W.R. Grace & Co.
1114 Avenue of the Americas
New York, New York 10036

Gentlemen:

Pursuant to recent discussions between Union Carbide Corporation ("Union Carbide") and W.R. Grace & Co. ("Grace") concerning the sale of Sylodex asbestos in Europe and other areas under the Agreement made as of July 1, 1980 (the "Agreement"), Union Carbide and Grace hereby amend the Agreement as follows:

1. The following provision shall be added to Article 3(a):

"If, due to the uniqueness of its market for Products, Grace determines that a price increase for which it has received notice pursuant to this Article 3(a) would adversely affect the sales volume of such Products, then it shall notify Union Carbide of such matter and the parties shall discuss in good faith the need for an adjustment of such price increase. In the event that during the aforesaid forty-five (45) day notice period, the parties cannot reach agreement upon a mutually acceptable level of pricing, then the price increase as announced by Union Carbi shall become effective pursuant to Article 3(b)."

2. Grace hereby waives the forty-five (45) day notice perio as set forth in Article 3(a) with respect to the price increase for Sylodex 24 as set forth in Exhibit B attached hereto and pursuant to Article 3(b), Union Carbide and Grace hereby adopt as of October 1980 the purchase price for Sylodex 24 as set forth in Exhibit B attached hereto.

If the foregoing correctly sets forth the understanding and agreement of the parties as to the amendment of the Agreement, kindly sign the duplicate of this letter agreement in the space provided below and return the same to the undersigned.

UNION CARBIDE CORPORATION
Metals Division

By _____
Vice President

Agreed to and Accepted:

W.R. GRACE & CO.

By _____
SR Vice President

Copies to: Mr. W.A. Guenther (Grace Industrial Chemicals Inc. -Lausanne)
Mr. J.L. Myers
Dr. F.J. Shortsleeve

EXHIBIT B

(Effective October 1, 1980)

PRICING INFORMATION (FOB King City, CA)

Product	Full 20' Container lbs.	Full 20' Container $/lb.	Partial Container Minimum, lbs.	Partial Container $/lb.
SX-14	16500	0.195	8250	0.25
SX-24	5280	0.850	2640	1.05

PRICING INFORMATION

	SX-14	SX-24
Net Weight/Package, lb.	33 (15 Kg.)	11 (5 Kg.)
Gross Weight/Package, lb.	34.5	12.5
Package Dimensions, In.	28x19x6	28x17x7
Package Volume, $ft.^3$	1.847	1.928
Density, $ft.^3$/2000 lb.	112	350
20' Container Caps., Pkgs.	500	480
, Net lb.	16500	5280

Note: SX-14 is "Calidria" asbestos RG-144.
SX-24 is "Calidria" asbestos RG-244.
40' containers will be used and loaded to full volume capacity on request. Pricing includes shrink-filming of individual bags, which are loose-loaded in containers, not palletized.