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September 28, 1981

GAF Corporation
140 West 51 Street
New York, N.Y. 10020

Re: Assets Purchase Agreement between GAF Corporation ("GAF") and Tarkett A.B ("Tarkett") dated as of September 2, 1981

Gentlemen:

Section 17(c)(ii) of the above-captioned Agreement provides for indemnification with respect to certain claims of third parties based upon exposure or alleged exposure to toxic or harmful substances and conditions.

The parties hereby agree to delete Section 17(c)(ii) in its entirety and to substitute in its place the following:

> "(ii) With respect to any loss or liability that Seller or Purchaser may incur arising out of or in connection with any claim of (or on behalf of the heirs, executors or beneficiaries of) any third party not an employee of Purchaser or Seller, which claim is based upon exposure or alleged exposure in connection with the Products, to toxic or harmful substances or conditions, Seller shall, notwithstanding any other provisions of this Agreement to the contrary, bear the loss or liability and shall indemnify, defend and hold harmless Purchaser from all loss or liability (including reasonable attorney's fees) with respect to Products manufacturered by Seller and Purchaser shall, notwithstanding any other provision of this Agreement to the contrary, bear the loss or liability and shall indemnify, defend and hold harmless Seller from all loss or liability (including reasonable attorney's fees) with respect to Products manufactured by Purchaser."

the warranties listed in Exhibit 32 hereto; (e) the collective bargaining agreements listed in Exhibit 33 hereto; (f) the obligations with respect to pensions required to be assumed by Purchaser pursuant to Section 19 hereof; (g) the governmental permits and authorizations listed in Exhibit 36 hereto, (h) the data processing agreements listed in Exhibit 37 hereto which are specifically stated to be assigned and (i) other liabilities and obligations specifically assumed by Purchaser pursuant to this Agreement, an Exhibit hereto or any document delivered pursuant hereto. Seller shall be responsible for all liabilities and obligations which are not assumed by Purchaser or its nominee pursuant to this Agreement if they relate to the operations of the Business up to the Closing Date and, except as set forth in the preceding sentence, Purchaser shall be responsible for all liabilities and obligations which are assumed by Purchaser or its nominee pursuant hereto if they relate to such operations on and after the Closing Date and all other obligations specifically assumed hereunder. Nothing herein shall be deemed to require Purchaser to assume any obligation of Seller which is required to be disclosed in this Agreement or in an Exhibit hereto or any document delivered pursuant hereto if such obligation is not so disclosed.

4. PURCHASE PRICE.

(a) In consideration for the sale of the Assets pursuant to Section 2 and the consummation of the transactions contemplated hereby, Purchaser shall pay or cause to be paid to Seller (which shall receive for its own account and the account of its Subsidiaries pursuant hereto) the sum of

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