CELANESE
ENGINEERING RESINS

PLAINTIFF'S
EXHIBIT
CEL-759a

December 13, 1984

Union Carbide Corporation
Metals Division
100 Oceangate, 10th Floor
Long Beach, Ca 90802

Attn: Mr. T. P. Norris
Manager, Marketing Development

RE: Refined Asbestos Contract
Bishop, Texas Plant

Gentlemen:

The referenced contract existing between us dated November 1, 1976 as variously amended and extended, will expire on December 31, 1984.

We hereby propose to extend the term of said contract for another year through December 31, 1985. All the terms and conditions therof as amended shall remain unchanged and of the same force and effect except as the same shall be further amended in the following respects:

1. QUANTITY shall be a minimum of 120,000 pounds and a maximum of 225,000 pounds.

2. PRICE in cents per pound for 35 pound bags in shrink-wrapped pallet loads shall be .50 cents for truckload shipments (17 pallets). There will be no additional charge for shrink-wrap. The price shall be F.O.B. shipping point, King City, CA.

3. Operation of that portion of Paragraph 1 of the Terms and Conditions which provides for price changes shall remain suspended during 1985, i.e., price for truckload quantities shall not be subject to increase by Seller during 1985.

If you are in agreement with the foregoing, please sign and return one copy of this letter to Mr. Joe Coufal.

Very truly yours,

CELANESE ENGINEERING RESINS
a division of Celanese Corporation

R. G. Brandt
Plant Manager

ACCEPTED AND AGREED TO:

UNION CARBIDE CORPORATION
By _____
Title _____
Date _____