

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

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<b>IN RE: ELECTRICAL CARBON PRODUCTS ANTITRUST LITIGATION</b>	:	<b>MDL NO. 1514</b>
	:	<b>MASTER CIVIL NO.</b>
	:	<b>03-2182 (JBS)</b>

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**AMENDMENT TO AUGUST 11, 2004 SETTLEMENT AGREEMENT BETWEEN  
CLASS PLAINTIFFS AND DEFENDANTS LE CARBONE LORRAINE, S.A.,  
CARBONE LORRAINE NORTH AMERICA CORPORATION AND CARBONE OF  
AMERICA INDUSTRIES CORPORATION**

This Amendment to the Settlement Agreement dated August 11, 2004, dated March 10, 2006 (the "Amendment"), is made and entered into by and among the Settling Parties: (a) the proposed class representative plaintiffs, on behalf of themselves and on behalf of the Class they seek to represent, by and through their respective counsel of record; and (b) Le Carbone Lorraine, S.A., Carbone Lorraine North America Corporation and Carbone of America Industries Corporation (collectively the "Carbone Defendants"), by and through their respective counsel of record.

This Amendment shall amend and affect only Paragraph 20(a) and Paragraph 20(a)(ii) of the Settlement Agreement dated August 11, 2004, a copy of which is attached hereto as an exhibit. All other parts of the Settlement Agreement, including Paragraph 20(a)(i), remain unchanged and unaffected by the Amendment. Paragraph 20(a) and Paragraph 20(a)(ii) are hereby amended as follows:

**Amendment**

20. (a) The Carbone Defendants agree that they will pay or cause to be paid into an escrow account ("Escrow Account") maintained by the Class Executive Committee at Wachovia Bank, Philadelphia, Pennsylvania as escrow agent ("Escrow Agent"), the sum of \$3.7 million dollars (\$3,700,000) (the "Settlement Sum") with accrued interest as set forth below, by funds wired or otherwise delivered, according to the following schedule:

\* \* \*

(ii) The second installment, in the amount of \$700,000 U.S. dollars, plus accrued interest, shall be paid within five (5) business days of the Final Approval of the Settlement Agreement. Interest on the second installment shall accrue at the fixed annual rate of 1.25% from May 11, 2005 through January 31, 2006, compounded daily, and at the fixed annual rate of 2.50% from February 1, 2006 through the date of payment of the second installment, compounded daily.

**End of Amendment**

This Amendment may be executed in several counterparts, including pages sent by facsimile, all of which shall constitute one and the same instrument. All other terms and conditions of the Settlement Agreement of August 11, 2004, remain in full force and effect.

EFFECTIVE THIS 10 DAY OF March, 2006

FOR DEFENDANTS LE CARBONE LORRAINE, S.A.,  
CARBONE LORRAINE NORTH AMERICA  
CORPORATION AND CARBONE OF AMERICA  
INDUSTRIES CORPORATION:

BY:

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**Class Plaintiffs' Executive Committee**