PLAINTIFF'S EXHIBIT

MET-1014

METROPOLITAN LIFE
INSURANCE COMPANY

CERTIFIES THAT, subject to the terms and conditions of Group Policy No. **8577-G**, insuring Employees of

RAYBESTOS-MANHATTAN, INC.

the certificate issued to _____ is hereby amended effective _____, by substituting for the schedule of amounts of insurance appearing in said certificate, the following:

"SCHEDULE OF INSURANCE

Class	Life Insurance*	Insurance for Death or Dismemberment by Accidental Means*	Additional Life Insurance and Insurance for Death or Dismemberment by Accidental Means* (See Note below)
Exempt salaried employees	The Amount of Life Insurance shall be an amount equal to the Employee's basic annual earnings, as determined by the Employer, subject to a maximum amount of Life Insurance of $200,000. If such amount of Life Insurance is not a multiple of $1,000, it shall be adjusted to the next higher multiple of $1,000.	The amount of Insurance for Death or Dismemberment by Accidental Means shall be an amount equal to the Employee's basic annual earnings, as determined by the Employer, subject to a maximum amount of Insurance for Death or Dismemberment by Accidental Means of $200,000. If such amount of Insurance for Death or Dismemberment by Accidental Means is not a multiple of $1,000, it shall be adjusted to the next higher multiple of $1,000.	The amount of Additional Insurance, if any, shall be the smaller of (a) an amount equal to two times the amount of the Employee's Basic Insurance, and (b) the excess, if any, of $200,000 over the amount of the Employee's Basic Insurance.

Note: The additional Life Insurance and Additional Insurance for Death or Dismemberment by Accidental Means specified above, is applicable only if the Employee is eligible, has requested, is insured and is making the required contribution for such insurance.

The amounts of insurance on the effective date hereof are determined by the Employee's earnings or class on that date. Any increase in such amounts of insurance in accordance with the Schedule of Insurance in the Group Policy, as summarized above, shall be effective on the date of change in the Employee's earnings or class entitling him to a higher amount of insurance provided the Employee is actively at work on that date, and if not then actively at work on the date of his return to active work subject, in the case of any amount of Life Insurance or Insurance for Death or Dismemberment by Accidental Means greater than $95,000, to the additional provisions set forth herein under the heading "Provisions Applicable to Life Insurance and Insurance for Death or Dismemberment by Accidental Means in Amounts Greater than $95,000 (Total Amount of Basic and Additional Insurance)."

This rider is to be attached to your certificate. 2X

Employees Age 61 or Older (Applicable to Additional Amounts of Insurance Only)

The amounts of Additional Life Insurance and Insurance for Death or Dismemberment by Accidental Means in accordance with the foregoing schedule apply prior to the Employee's 61st birthday.

If the Employee is age 61 or older, the amount of his Additional Life Insurance and Insurance for Death or Dismemberment by Accidental Means shall be determined by applying the appropriate percentage from the following table to the amount of such insurance on the day immediately preceding his 61st birthday.

Age of Employee	Percentage
Less than 61	100%
61 but less than 62	80%
62 but less than 63	60%
63 but less than 64	40%
64 but less than 65	20%
65 or over	0

If, however, the Employee is age 61 or older on the effective date hereof, the appropriate percentage from the foregoing table shall be applied to the amount of Additional Life Insurance and Insurance for Death or Dismemberment by Accidental Means applicable to his earnings or class on such effective date.

No Additional Life Insurance and Additional Insurance for Death or Dismemberment by Accidental Means is provided under the Group Policy for the Employee on and after the earlier of his 65th birthday or the date of his retirement, as determined by the Employer.

Death Benefit: If the Employee's death occurs prior to his 65th birthday, the amount of the Employee's Death Benefit pursuant to Section B of the provisions hereof entitled Life Insurance shall be the total amount of the Employee's Life Insurance under the Group Policy at the date of termination of his employment. If the Employee's death occurs on or after his 61st birthday, but prior to his 65th birthday, the amount of the Employee's Death Benefit shall be determined by applying the appropriate percentage from the following table to the amount of his Additional Life Insurance and adding such amount to the amount of his Basic Life Insurance under the Group Policy at the date of termination of his employment.

Age of Employee at Death	Percentage of Additional Life Insurance
Less than 61	100%
61 but less than 62	80%
62 but less than 63	60%
63 but less than 64	40%
64 but less than 65	20%
65 or over	0

If the Employee's death occurs on or after his 65th birthday, the amount of the Employee's Death Benefit shall be 50% of the amount of his Basic Life Insurance under the Group Policy at the date of termination of his employment.

METROPOLITAN LIFE INSURANCE COMPANY,

Richard R. Shinn

President.

TH - 1E 10.
10.26.53

477

Metropolitan Life Insurance Company

A Mutual Company Incorporated in New York State

(Herein called the Insurance Company)

Group Insurance Certificate

The Insurance Company certifies that, under and subject to the terms and conditions of Group Policy No(s) 8577-G. the provisions of which are summarized on this and the following pages, the Employee named herein, an Employee of

Raybestos—Manhattan, Inc.

(Herein called the Employer)

is insured on the effective date of this certificate for insurance determined in accordance with the Schedule of Insurance herein. The insurance shown in such Schedule of Insurance is subject to change in accordance with the provisions of the Group Policy Number(s) given above.

Serial Number	Name of Employee	Effective Date

Beneficiary

No agent has authority to accept or waive the required notice or proof of a claim, nor to extend the time within which such notice or proof must be given.

This certificate is non-assignable and the insurance and benefits are non-assignable prior to a loss. The insurance does not at any time provide paid-up insurance, or loan or cash values.

Metropolitan Life Insurance Company,

Richard R. Shinn

Richard R. Shinn
President and Chief Executive Officer

Life Insurance
Insurance for Death or Dismemberment by Accidental Means

Form G.3306—17,3C
Aug. 1949
Printed in U.S.A.
(1 74)

If any prior certificate relating to the insurance referred to herein has been delivered to the employee referred to herein such certificate is void.

SUMMARY OF PROVISIONS OF THE GROUP POLICY PRINCIPALLY AFFECTING THE EMPLOYEE

LIFE INSURANCE

Section A.

LIFE INSURANCE BENEFIT

If the Employee dies while insured for Life Insurance under the Group Policy, the amount of Life Insurance in force on account of the Employee at the date of his death shall be paid to the Beneficiary of record.

Section B.

DEATH BENEFIT IN THE EVENT OF TOTAL DISABILITY

1. If the Employee, while insured under the Group Policy and prior to his sixtieth birthday, becomes totally disabled as a result of bodily injury or disease so as to be wholly prevented thereby from engaging in any and every business or occupation and from performing any work for compensation or profit, and continues to be so totally disabled uninterruptedly beyond the cessation of his insurance and until the date of his death, then upon receipt of satisfactory proof of such death (and provided no Death Benefit is payable under the provisions of subsection 2 of Section C hereof), the Insurance Company shall pay to the Beneficiary of record the amount of the Employee's Death Benefit at the date of his death in accordance with the Schedule of Insurance hereof, provided

   (A) that initial satisfactory proof that such total disability exists and has continued uninterruptedly for at least nine months is submitted either before the cessation of the Employee's insurance (as set forth in subsection 1 of Section F hereof) or within one year thereafter, and

   (B) that acknowledgment of the receipt of such initial satisfactory proof is endorsed on the Employee's certificate by the Insurance Company, and

   (C) that each year, within the three months preceding the anniversary of such endorsement, during the entire remainder of the Employee's lifetime, further satisfactory proof is submitted that such total disability continues, and

   (D) that upon the death of the Employee, satisfactory proof is submitted that such total disability continued to the date of his death

   If, however, the Employee's death occurs within one year after the cessation of his insurance and before any such proofs have been submitted, then satisfactory proof that the Employee was totally disabled uninterruptedly from the date of the cessation of his insurance to the date of his death must be submitted within one year after the date of his death.

2. All such proofs of total disability and of death must be submitted in writing to the Insurance Company at its Home Office or at one of its Head Offices on the initiative of the disabled Employee or by someone on his behalf, without any obligation on the part of the Insurance Company to request any such proof.

3. Whenever proof of the Employee's total disability is submitted, the Insurance Company shall have the right and opportunity to have him examined by physicians designated by it.

4. If the Employee ceases to be so totally disabled or fails to submit any required proof within the time prescribed therefor, his rights under this Section shall automatically and immediately cease.

5. If an individual policy of Life Insurance has been issued in accordance with the provisions of the following Section, payment may be made under the provisions of this Section only if such individual policy is surrendered to the Insurance Company without claim thereunder. In such case, any premiums paid on such individual policy shall be refunded by the Insurance Company to the Beneficiary of record of the Employee.

Section C.

PRIVILEGE OF OBTAINING AN INDIVIDUAL POLICY OF LIFE INSURANCE

1. Upon written application made to the Insurance Company within thirty-one days after either

   (i) the last day of the calendar month in which termination of the Employee's employment occurs, or

   (ii) the date of the discontinuance of the Group Policy, provided such date is five years or more after the effective date of the Employee's insurance under such Policy, or

   (iii) the date of the cessation pursuant to subsection 4 of the preceding Section, of the Employee's rights under that Section,

   the Employee shall be entitled to have issued to him by the Insurance Company, without evidence of insurability, an individual policy of Life Insurance only, without Disability or Accidental Means Death Benefits, subject to the following conditions and provisions:

   (A) such individual policy shall be upon one of the forms then customarily issued by the Insurance Company, except Term Insurance, and

   (B) the premium for such individual policy shall be the premium applicable to the class of risk to which the Employee belongs and to the form and amount of the individual policy at the Employee's attained age (nearest birthday) at the date of issue of such individual policy, and

   (C) the amount of such individual policy shall be equal to (or at the option of the Employee less than) the amount of the Employee's Life Insurance or Death Benefit under the Group Policy, as the case may be, on whichever of the dates specified in paragraphs (i), (ii) and (iii) above is applicable, except that if the Employee's Life Insurance under the Group Policy ceases because of the discontinuance of the Group Policy five years or more after the effective date of his insurance thereunder, the amount of such individual policy shall not exceed the lesser of

   (a) the amount of the Employee's Life Insurance thereunder at the date of the cessation of such insurance, reduced by any amount of Life Insurance for which he may be or may become eligible under any Group Policy issued

SCHEDULE OF INSURANCE—*Continued*

However, no change in the Employee's earnings or class occurring on or after his 65th birthday shall affect the amount of his Life Insurance.

Employees Age 65 or Older or Retired

The amounts of Life Insurance and Insurance for Death or Dismemberment by Accidental Means in accordance with the foregoing apply prior to the earlier of the Employee's 65th birthday and the date of his retirement.

If the Employee is age 65 or older or is retired, as determined by the Employer, the amount of his Life Insurance shall be 50% of the amount of his Life Insurance under the Group Policy on the day preceding the earlier of his 65th birthday and the date of his retirement.

If, however, the Employee is age 65 or older on the effective date hereof, the percentage from the foregoing paragraph shall be applied to the amount of Life Insurance applicable to his earnings or class on such effective date.

No Insurance for Death or Dismemberment by Accidental Means is provided under the Group Policy on and after the Employee's 65th birthday.

Except as specified above with respect to Life Insurance, no insurance is provided under the Group Policy on or after the date of the Employee's retirement.

Death Benefit: The amount of Death Benefit pursuant to Section B of the provisions hereof entitled Life Insurance shall be determined by applying the appropriate percentage from the following table to the amount of the Employee's Life Insurance under the Group Policy at the date of cessation of his Life Insurance due to termination of his employment.

Age of Employee at Death	Percentage
Less than 65	100%
65 or more	50%

REGISTER OF CHANGE OF BENEFICIARY

Note—Entries in this register are to be made only by the Employer. No other entries shall be recognized.

DATE EFFECTIVE	BENEFICIARY	ENDORSED BY

NOTICES TO EMPLOYEE

This certificate is valuable to you and should be kept in a safe place known to you and to your Beneficiary.

If you should cease active work for any reason, you should find out immediately from your Employer what arrangements, if any, can be made to continue your Insurance Benefits in force, so that you will be able to exercise any rights you may then have under the Group Policy, as outlined in this certificate.

The Home Office of the Insurance Company is located at 1 Madison Avenue, New York, New York 10010.

Form G.2[illegible]
8577-G. (1972)

INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS

Section A.

BENEFIT PROVISIONS

If, while insured under the Group Policy for Insurance for Death or Dismemberment by Accidental Means, the Employee sustains bodily injuries solely through violent, external and accidental means, and within ninety days thereafter suffers any of the losses specified in Section C hereof as a direct result of such bodily injuries independently of all other causes, the Insurance Company shall pay the amount of insurance specified for such loss in Section C hereof, **provided, however, that in no case shall any payment be made for death or any other loss which is:**

(A) caused wholly or partly, directly or indirectly, by disease or bodily or mental infirmity, or by medical or surgical treatment or diagnosis thereof, or

(B) caused wholly or partly, directly or indirectly, by ptomaine or by bacterial infection, except only septic infection of and through a visible wound sustained soley through violent, external and accidental means, or

(C) caused wholly or partly, directly or indirectly, by hernia, no matter how or when sustained, or

(D) caused directly or indirectly by insurrection, war or any act of war, or

(E) caused by or resulting from intentional self-destruction or intentionally self-inflicted injury, while sane or insane.

Section B.

BENEFICIARIES

All benefits provided under the Group Policy will be paid immediately after receipt of due proof. Benefits for loss of life are payable to the Beneficiary of record, if surviving the Employee, and otherwise to the estate of the Employee. All other benefits provided under the Group Policy are payable to the Employee.

The Employee may change his Beneficiary at any time upon written request accompanied by this certificate for endorsement. Consent of the Beneficiary shall not be requisite to any change of beneficiary.

Section C.

SCHEDULE OF LOSSES

1. The full amount of Insurance for Death or Dismemberment by Accidental Means in force under the Group Policy on account of the Employee at the date of the accident is payable for any of the following losses: loss of life, total and irrecoverable loss of sight of both eyes, loss of both hands by severance at or above wrist-joints, loss of both feet by severance at or above ankle-joints, loss of one hand and of one foot by severance at or above wrist- and ankle-joints respectively, or such loss of one hand or of one foot together with total and irrecoverable loss of sight of one eye.

   One-half the amount of Insurance for Death or Dismemberment by Accidental Means in force under the Group Policy on account of the Employee at the date of the accident is payable for any of the following losses: loss of one hand by severance at or above wrist joint, loss of one foot by severance at or above ankle-joint, or total and irrecoverable loss of sight of one eye.

2. **If the Employee suffers more than one of the losses set forth above as a result of any one accident, no more than the full amount of Insurance for Death or Dismemberment by Accidental Means in force under the Group Policy on his account at the date of the accident is payable.**

3. **If the Employee has suffered prior to the effective date hereof, or does thereafter suffer, the loss of one hand by severance at or above the wrist-joint, or of one foot by severance at or above the ankle-joint, or the total and irrecoverable loss of sight of one eye, the amount of his Insurance for Death or Dismemberment by Accidental Means shall be the full amount in accordance with the provisions of the Group Policy, provided, however, that the amount of such insurance payable for the subsequent loss of one hand or of one foot or of the sight of one eye, as specified, shall be one-half of such full amount.**

Section D.

NOTICE AND PROOF OF LOSS

1. Written notice of loss on which claim may be based must be given to the Insurance Company within twenty days after the date of the accident causing such loss. Proof of such loss must be furnished to the Insurance Company not later than ninety days after the date of such loss.

   The Insurance Company, upon receipt of the notice required by the Group Policy, will furnish such forms as are usually furnished by it for filing proofs of claim. If such forms are not received by the claimant within fifteen days after the Insurance Company receives such notice, the claimant shall be deemed to have complied with the requirements of the Group Policy as to proof of claim upon submitting, within the time fixed in the Policy for filing proofs of claim, written proof covering the occurrence, character and extent of the loss for which claim is made.

   Failure to furnish notice or proof within the time provided in the Group Policy shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such notice or proof and that such notice or proof was furnished as soon as was reasonably possible.

2. The Insurance Company shall have the right and opportunity to have a physician designated by it examine the person of the Employee when and so often as it may reasonably require during the pendency of claim under the Group Policy, and also