PERSONAL AND DEPENDENT BENEFITS

SUPPLEMENTARY AGREEMENT ATTACHED TO AND MADE PART OF GROUP POLICY

NO. 8577-G ISSUED TO RAYBESTOS-MANHATTAN, INC.

(HEREIN CALLED THE EMPLOYER)

METROPOLITAN LIFE INSURANCE COMPANY
(Herein called the Insurance Company)

IN CONSIDERATION of the application for the insurance provided by this Supplementary Agreement, and of the payment by the Employer of the additional premium herefor as hereinafter provided,

HEREBY AGREES, to make the payments herein provided, with respect to the several Employees insured hereunder, in accordance with and subject to the provisions of this Supplementary Agreement.

Section 1. DEFINITION OF CERTAIN TERMS USED IN THIS SUPPLEMENTARY AGREEMENT.--

The term "Employee" means a full-time Employee who is directly employed and compensated for services by the Employer at the United States Asbestos Division and at the Wabash Division.

Applicable to Employees at the United States Asbestos Division.--

The term "Dependent" means (1) an Employee's spouse, (2) any unmarried child of a male Employee, of a widowed female Employee, or of a female Employee whose husband is not eligible for insurance as an Employee, excluding in any case:

Any child under 15 days of age and any child 22 years of age or older.
Any person eligible for insurance as an Employee.
Any person residing outside the United States and Canada.
Any person in the military or similar forces of any country or subdivision thereof.
Any person whose evidence of good health, furnished in accordance with the provisions of Section 3 hereof, is not accepted by the Insurance Company as satisfactory.
After the date of an Employee's retirement any person on whose account the Employee was not insured hereunder on the day preceding the date of his retirement.
Any child 19 years of age or older who
(a) is not a full-time student at an approved school, as determined by the Employer, or
(b) is in full-time employment.

The term 'child' includes any legally adopted child, any stepchild who resides in the Employee's household, and any child supported solely by the Employee and permanently residing in the household of which the Employee is the head.

If an Employee is insured hereunder on account of a child on the day immediately preceding such child's 19th birthday (herein referred to as the Limiting Age) and if such child is then incapable of self-sustaining employment by reason of mental retardation or physical handicap and is chiefly dependent upon such Employee for support and maintenance, the requirement that the child be under such Limiting Age to qualify as a Dependent will not apply to such child while he remains so incapacitated and dependent upon the Employee, provided that, upon request from the Insurance Company, due proof of such incapacity and dependency and that such incapacity and dependency have been continuous since the child's attainment of such Limiting Age is submitted by the Employee to the Insurance Company and further provided the Employee makes any contribution required by the Employer on account of the insurance with respect to such child. The Insurance Company may require the Employee to furnish proof at any time that any such Dependent remains so incapacitated and dependent.

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The term "Dependent" means (1) an Employee's spouse, (2) any unmarried child of a male Employee, of a widowed female Employee, or of a female Employee whose husband is not eligible for insurance as an Employee, excluding in any case:

Any child under 15 days of age and any child 19 years of age or older.
Any person eligible for insurance as an Employee.
Any person residing outside the United States and Canada.
Any person whose evidence of good health, furnished in accordance with the provisions of Section 3 hereof, is not accepted by the Insurance Company as satisfactory.
Any person in the military or similar forces of any country or subdivision thereof.

The term 'child' includes any legally adopted child, any stepchild who resides in the Employee's household, and any child supported solely by the Employee and permanently residing in the household of which the Employee is the head.

If an Employee is insured hereunder on account of a child prior to the child's nineteenth birthday and makes written request on or prior to such birthday for continuance of such insurance after such birthday, or if any child is nineteen years of age or over on the date the Employee becomes insured hereunder on account of his Dependents and the Employee makes written request for insurance on account of such child on or prior to such date, such child shall for the purposes of insurance hereunder and subject to all terms and conditions hereof, other than the provision that the child be under nineteen years of age, be considered a Dependent of the Employee for a period prior to the earliest of the following dates:

(a) The date of such child's 23rd birthday.

(b) The date of expiration of the last period for which the Employee made a contribution required on account of the insurance with respect to such child.

(c) The date such child enters the military or similar forces of any country or subdivision thereof.

(d) The date such child enters full-time employment.

(e) The date such child becomes covered under any other plan of hospital or surgical operation insurance (other than insurance on account of accident).

The terms "Personal Hospital Expense Insurance" and "Personal Insurance" mean insurance providing benefits payable to an Employee in the event of his hospital confinement, subject to the terms and limitations hereof.

The terms "Dependent Hospital Expense Insurance" and "Dependent Insurance" mean insurance providing benefits payable to an Employee in the event of the hospital confinement of any of his Dependents, subject to the terms and limitations hereof.

The terms "hereof", "herein", "herefor", and "hereunder", as used in the Supplementary Agreement refer exclusively to this Supplementary Agreement and not to said Group Policy.

Section 2. ELIGIBILITY OF EMPLOYEES.—Each Employee shall be eligible for Personal Insurance hereunder on the later of (i) the date of his eligibility for insurance under the Group Policy to which this Supplementary Agreement is attached and (ii) the date of issue hereof.

Each Employee shall be eligible for Dependent Insurance hereunder on the date of his eligibility for Personal Insurance hereunder or the date the first person becomes a Dependent of such Employee, whichever date is later.

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