PLAINTIFF'S EXHIBIT

MET-768

METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. [illegible] bearing date of [illegible] 1943 and insuring the Employe[illegible]

RAYBESTOS-MANHATTAN, INC. (Name under the Insurance) is hereby amended as follows:

I. Effective January 26, 1948 as to Employees of The Raybestos Division of the Employer and Employees of the Bridgeport Brake Company, Inc., by adding to said Group Policy, the following:

"All Employees who are actively at work on January 27, 1948 and Employees employed subsequent to that date shall be excluded from eligibility for insurance hereunder and the insurance hereunder, if any, on all such Employees shall be automatically discontinued on January 26, 1948. Any Employee who is not actively at work on January 27, 1948 shall be excluded from eligibility for insurance hereunder and his insurance hereunder, if any, shall be automatically discontinued on the earlier of: (a) the thirtieth day following the date of his return to active work, provided he is actively at work on the next succeeding day; if not then actively at work, on the day immediately preceding the date of his subsequent return to active work, or (b) the day immediately preceding the effective date of his insurance under Group Policy No. 12512-G, to be issued to the Employer with date of issue January 27, 1948."

II. Effective February 1, 1948 as to Employees of The Manhattan Rubber Division, by adding to said Group Policy, the following:

"All Employees who are actively at work on February 2, 1948 and Employees employed subsequent to that date shall be excluded from eligibility for insurance hereunder and the insurance hereunder, if any, on all such Employees shall be automatically discontinued on February 1, 1948. Any Employee who is not actively at work on February 2, 1948 shall be excluded from eligibility for insurance hereunder and his insurance hereunder, if any, shall be automatically discontinued on the earlier of: (a) the thirtieth day following the date of his return to active work, provided he is actively at work on the next succeeding day; if not then actively at work, on the day immediately preceding the date of his subsequent return to active work, or (b) the day immediately preceding the effective date of his insurance under this Policy subsequent to February 2, 1948."

III. Effective February 2, 1948 as to Employees of The Manhattan Rubber Division, by substituting for Section 2, as amended, on Page 2 of said Group Policy, the following:

"Section 2. ELIGIBILITY OF EMPLOYEES.--All Employees who have completed three months of continuous service on February 2, 1948 shall be eligible for insurance hereunder on February 2, 1948. Employees who have not completed three months of continuous service on February 2, 1948 and Employees employed subsequent to that date shall be eligible for insurance hereunder on the day immediately following the date of completion of three months of continuous service."

IV. Effective

(i) February 2, 1948 as to Employees of The Manhattan Rubber Division actively at work on that date and such Employees employed subsequent to that date, and effective on the effective date of his insurance under said Group Policy subsequent to February 2, 1948 as to any such Employee not actively at work on February 2, 1948,

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(ii) January 27, 1946 as to Employees of the Asbestos Division of the Employer and Employees of the Bridgeport Brass Company, Inc. actively at work on that date and such Employees employed subsequent to that date, and effective on the day next following the date of his exclusion from eligibility in accordance with Part I above, as to any such Employee not actively at work on January 27, 1946, and

(iii) February 2, 1946 as to any other Employee,

A. By substituting for Section 1, as amended, on Page 2 of said Group Policy, the following:

"Section 1. DEFINITION OF THE WORD 'EMPLOYEE'-The word 'Employee' as used in this Policy means a full-time employee currently employed and compensated for services by The Manhattan Rubber Division, the United States Asbestos Division, or the General Asbestos and Rubber Division of the Employer."

B. By substituting for the Schedule of Insurance and Employees' Maximum Contributions, as amended, in Section 6 on Page 2a of said Group Policy, the following:

*Class	Life Insurance	Accident and Health Insurance (Weekly Benefit)	Maximum Amount Which the Employee May Contribute
Employees of The Manhattan Rubber Division:			
Salaried Employees	$1,000.00	No Insurance	00.2* semi-monthly
Hourly Employees	1,000.00	$10.00	0.24 weekly
All other Employees	1,000.00	10.00	0.24 weekly *

C. By substituting the words "or decrease", "date of change in the Employee's occupational class" and "day" for the typewritten symbols "x", as amended, appearing in the third line, sixth to ninth lines, and twelfth line, respectively, in said Section 6.

D. By substituting ", and" for the typewritten wording, as amended, after the word "disability" in item (i) of the first paragraph of subdivision (b) of Section 7 on Page 3 of said Group Policy.

E. By substituting for the third paragraph, as amended, of subdivision (B) of said Section 7, the following:

"For disability caused by any one pregnancy or resulting childbirth or complications, not more than six weeks' benefits shall be paid; provided, however, that no payment of any kind shall be made for such disability if the pregnancy existed on the effective date of the Employee's Accident and Health Insurance hereunder unless as to an Employee of The Manhattan Rubber Division such effective date is prior to March 5, 1948."

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It is understood and agreed that the foregoing amendment shall not become effective unless at least 75% of the total number of Employees of The Manhattan Rubber Division eligible for insurance under said Group Policy on February 2, 1948 shall have made written request for insurance in accordance with the foregoing schedule on or prior to that date.

JR
8/30/48

The foregoing amendment is to be attached to and made part of said Group Policy, and is subject to the agreements and covenants therein contained.

Dated at Passaic, New Jersey this twenty-third day of August 19[illegible]

[illegible] (Witness) RAYBESTOS MANHATTAN, INC. (Employer)

By [illegible] Treasurer

(SPACE BELOW FOR USE OF METROPOLITAN LIFE INSURANCE COMPANY ONLY)

Dated at New York, N. Y. this thirty-first day of August, 1948

[illegible] (Witness)

METROPOLITAN LIFE INSURANCE COMPANY,

James R. Hermann
Secretary

AMENDMENT NO. 10