PLAINTIFF'S EXHIBIT

MET-942

PAL-375
AT
4/19/79

METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 8577-G bearing date of May 29, 1940 Rewritten December 1, 1956 and issued to

RAYBESTOS-MANHATTAN, INC.
(Herein called the Employer)

is hereby endorsed effective January 1, 1970 as to Hourly Employees of the Employer at the United States Asbestos Division at Marshville, North Carolina.

I. To substitute for Section 8 thereof, the following:

"Section 8.--Benefit in the event of Total and Permanent Disability.--

1. If any Employee, while insured hereunder and prior to his sixtieth birthday and after having been insured under the Group Policy for at least one year becomes totally and permanently disabled as a result of bodily injury or disease so as to be prevented thereby from engaging in any occupation and from performing any work for compensation or profit, and provided due proof, in writing, of such disability is submitted not more than one year after termination of the Employee's employment (as specified in Section 5 hereof), then three months after receipt of such proof, but not before such disability shall have existed for a period of six months the Insurance Company shall commence to pay to the Employee in lieu of the payment of the Life Insurance at his death, monthly instalments determined as to number and amount by the amount of Life Insurance in force on account of the Employee at the date of commencement of such disability in accordance with the table below. If such disability is due to or accompanied by mental incapacity such instalments may, at the option of the Insurance Company, be paid to the Beneficiary of record of the Employee.

Table of instalments illustrating the number of instalments and the amount of each instalment for certain amounts of insurance:

Amount of Insurance	Number of Instalments	Amount of Each Instalment
$1,000.00	20	$51.04
2,000.00	40	52.50
3,000.00	60	54.00

For amounts of insurance in excess of $3,000.00 the number of instalments shall be sixty and the amount of each instalment shall be $18.00 for each $1,000.00 of Life Insurance.

2. During the period of total and permanent disability the Employee shall not have the right to receive, in one lump sum, the commuted value of any unpaid instalments, but if the Employee dies during such period, any instalments remaining unpaid at the date of death shall be commuted at the rate of three and one-half per centum per annum, compound interest, and paid in one sum as a Death Benefit to the Beneficiary of record of the Employee.

3. Notwithstanding that proof of total and permanent disability may have been accepted by the Insurance Company as satisfactory, the Employee shall, at any time, on demand from the Insurance Company, furnish due proof of the continuance of such disability. If the Employee shall fail to furnish such proof, he shall be deemed to have recovered from such disability.

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4. In the event that the Employee recovers from such disability before all the instalments hereinbefore mentioned have been paid, or fails, on demand, to furnish due proof of the continuance of such disability, payment of such instalments shall cease, and, if the Employee returns to active work with the Employer, the Life Insurance will then be revived, limited in amount, however, to the commuted value at three and one-half per centum per annum, compound interest, of the instalments then remaining unpaid.

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

6. 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 Employee.

II. To substitute for item (iii) of subsection 1 of Section 9 thereof, the following:

"(iii) the date of the cessation pursuant to subsection 4 of the preceding Section of his rights under that Section, provided he does not return to active work with the Employer,"

III. To substitute for "an individual policy of Life Insurance only," in the tenth and eleventh lines of subsection 1 of said Section 9, the following:

"an individual policy of Life Insurance only, without Disability or Accidental Means Death Benefits,"

IV. To delete the last sentence of subsection 2 of said Section 9.

METROPOLITAN LIFE INSURANCE COMPANY

[signature]
Secretary

[signature]
Donald A. Odell
Vice-President and Secretary

(Registrar)

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August 1958