PLAINTIFF'S EXHIBIT

MET-784

GROUP INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS

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)

SECTION 1.—INSURING CLAUSE—IN CONSIDERATION of the application for the insurance provided by this Supplementary Agreement, and of the payment by the Employer of the additional premium hereafter as hereinafter described, such payment to be made at the same time and under the same conditions as the regular premium under the said Group Policy, except as hereinafter provided,

THE INSURANCE COMPANY HEREBY AGREES, upon receipt of notice and satisfactory proof, as required herein, that any Employee, while insured hereunder for insurance for Death or Dismemberment by Accidental Means, shall have sustained bodily injuries solely through violent, external and accidental means, and within ninety days thereafter shall have suffered any of the losses specified in Section 2 hereof as a direct result of such bodily injuries independently of all other causes,

TO PAY, subject to the terms and limitations hereof, the amount of insurance specified for such loss in said Section 2, 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 solely 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.

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

SECTION 2.—SCHEDULE OF LOSSES—The full amount of Insurance for Death or Dismemberment by Accidental Means in force on account of such Employee at the date of the accident, in accordance with Section 6 of the Group Policy, shall be payable as provided in Section 1 hereof if the Employee suffers 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
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 on account of such Employee at the date of the accident, in accordance with Section 6 of the Group Policy, shall be payable as provided in Section 1 hereof if the Employee suffers 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
Total and Irrecoverable Loss of Sight of One Eye

If an Employee shall suffer more than one of the losses set forth in this Section as a result of any one accident, no more than the full amount of Insurance for Death or Dismemberment by Accidental Means shall be payable.

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If any Employee insured hereunder has suffered prior to the date of issue 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 Insurance for Death or Dismemberment by Accidental Means hereunder on such Employee shall be issued or continued for the full amount applicable to him in accordance with the Group Policy, provided, however, that the amount of such insurance payable for the subsequent loss of one hand or of one foot or the sight of one eye as provided in Section 1 hereof shall be one-half of such full amount.

SECTION 3.—NOTICE AND PROOF OF CLAIMS—(A) 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 this Supplementary Agreement, 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 this Supplementary Agreement as to proof of claim upon submitting, within the time fixed in the Supplementary Agreement 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 this Supplementary Agreement 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.

(B) 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 hereunder, and also the right and opportunity to have an autopsy made in case of death, where it is not forbidden by law.

(C) No action at law or in equity shall be brought to recover on this Supplementary Agreement prior to the expiration of ....sixty..... days after proof of claim has been filed in accordance with the requirements of this Supplementary Agreement, nor shall such action be brought at all unless brought within .....three..... years from the expiration of the time within which proof of claim is required by the Supplementary Agreement.

SECTION 4.—BENEFICIARIES—Any Employee insured hereunder may, from time to time, change the Beneficiary designated in his certificate supplement by filing written notice thereof with the....Employer..... accompanied by such certificate supplement. Consent of the Beneficiary shall not be requisite to any change of beneficiary. Such change shall take effect upon endorsement thereof by the.....Employer..... on such certificate supplement and unless the certificate supplement is so endorsed, the change shall not take effect. After such endorsement, the change shall relate back to and take effect as of the date the Employee signed said written notice of change, whether or not the Employee is living at the time of such endorsement, but without prejudice to the Insurance Company on account of any payment made before receipt of such written notice.

SECTION 5.—CESSATION OF INSURANCE—(A) The Insurance for Death or Dismemberment by Accidental Means on any Employee insured under this Supplementary Agreement shall automatically cease on the date of the termination of his employment.

Termination of employment, for the purposes of Insurance for Death or Dismemberment by Accidental Means hereunder, means cessation of active work as an Employee as defined in the Group Policy, except that

(I) in case of the absence of an Employee from active work because of sickness or injury, ...X..... .....X....., his employment may, for the purposes of his Insurance for Death or Dismemberment by Accidental Means hereunder, be deemed to continue until terminated by the Employer, or

(II) in case of the absence of an Employee from active work because of temporary lay-off....or leave of absence....., his employment may, for the purposes of his Insurance for Death or Dismemberment by Accidental Means hereunder, be deemed to continue until terminated by the Employer but in no case beyond the...expiration of a period of two months following the date..... such lay-off...or leave of absence..... commenced.

In the case of either of the above exceptions, the Insurance for Death or Dismemberment by Accidental Means hereunder on such Employee shall automatically cease on the date of such termination of his employment by the Employer, as evidenced to the Insurance Company by the Employer, whether by notification or by cessation of premium payment on account of such Employee's insurance hereunder.

(B) If the Insurance for Death or Dismemberment by Accidental Means on any Employee insured hereunder is on a Contributory basis, such insurance on any such Employee who shall have notified the Employer that his insurance under this Supplementary Agreement is to be discontinued shall automatically cease on the .....date.....such notice of discontinuance is received by the Employer. If any such Employee fails to make any contribution when due, as

required by the Employer to the cost of his insurance hereunder, his insurance hereunder shall automatically cease on the date of the expiration of the last period for which he made such contribution.

(c) In any event all insurance under this Supplementary Agreement shall automatically cease upon the discontinuance of this Supplementary Agreement or of said Group Policy.

SECTION 6.—COMPUTATION OF ADDITIONAL PREMIUMS FOR INSURANCE FOR DEATH OR DISMEMBERMENT BY ACCIDENTAL MEANS—The initial additional premium for Insurance for Death or Dismemberment by Accidental Means due on the date of issue of this Supplementary Agreement and the additional premium for such Insurance due on any due date after the date of issue of this Supplementary Agreement shall be determined by applying the ....monthly..... premium rate for Insurance for Death or Dismemberment by Accidental Means then in effect to each $1,000 of such Insurance then in force on all Employees (subject, however, to premium adjustments, if any).

The initial ....monthly..... premium rate for Insurance for Death or Dismemberment by Accidental Means shall be ..... per $1,000 of the full amount of Insurance for Death or Dismemberment by Accidental Means, which rate shall be the .....monthly..... premium rate for Insurance for Death or Dismemberment by Accidental Means thereafter until such time as such rate is changed in accordance with the fourth paragraph of this Section.

Premium adjustments involving return of unearned additional premiums for Insurance for Death or Dismemberment by Accidental Means to the Employer shall be limited to the period of twelve months immediately preceding the date of receipt by the Insurance Company of evidence that such adjustments should be made.

Upon any renewal of said Group Policy and of this Supplementary Agreement, or whenever the terms of said Group Policy or of this Supplementary Agreement are changed, the Insurance Company may change the ....monthly..... premium rate for Insurance for Death or Dismemberment by Accidental Means per $1,000 of such insurance.

SECTION 7.—INCORPORATION IN GROUP POLICY AND RENEWAL—This Supplementary Agreement is attached to and made a part of said Group Policy for a period commencing with January 1, 1969 and ending with the day immediately preceding June 30, 1970 ..... , on which last date and on each anniversary of which last date this Supplementary Agreement may be renewed to continue in effect as a part of said Group Policy for a further term of one year, provided the number of Employees then insured under this Supplementary Agreement is, in the case of Contributory Insurance, not less than seventy-five per centum of the number of Employees eligible for insurance under this Supplementary Agreement, and, in the case of Non-Contributory Insurance, not less than the total number of such eligible Employees, and provided in either case the number of Employees then insured hereunder is not less than fifty. Such renewal is conditioned upon the renewal of said Group Policy and upon the payment of the additional premiums for Insurance for Death or Dismemberment by Accidental Means then due as computed in the manner set forth in Section 6 hereof and based upon such premium rate for Insurance for Death or Dismemberment by Accidental Means as may then be determined by the Insurance Company.

The Section of said Group Policy entitled "Incontestability" shall not preclude the Insurance Company from requiring as a condition to payment hereunder, satisfactory proof that death or dismemberment occurred through accidental means within the terms of this Supplementary Agreement.

SECTION 8.—ADDITIONAL PROVISIONS—

IN WITNESS WHEREOF, the Metropolitan Life Insurance Company has caused this Supplementary Agreement to be executed this _____ day of _____, to take effect as of the first day of January 1969, which last date is the date of issue of this Supplementary Agreement.

Richard R. Shinn
President

Marie E. Holbabeck
Secretary

Countersigned _____ 19 ... Richard P. Braun

By _____
LICENSED AGENT

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