PLAINTIFF'S EXHIBIT

MET-947

P-M-4-CC

METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 8577-G bearing date of May 29, 1940 and insuring the Employees of RAYBESTOS-MANHATTAN, INC. (Name called the Employer) is hereby amended follows:

I. Effective October 28, 1955, by adding to said Group Policy as a part thereof Hospital Expense Insurance Supplementary Agreement Form G.B.F.6325.

II. Effective on the date applicable to his Unit or Class as specified in the following table as to each Employee who is actively at work on such applicable date and to each Employee employed subsequent to such applicable date, effective on the date his return to active work as to each Employee who is actively at work on the date applicable to his Unit or Class as specified in the following table, and effective October 28, 1955 as to Employees not specified in the following table:

Unit or Class	Applicable Date
Manhattan Rubber Division	
Salaried Employees other than Employees on the Main Office Payroll	October 28, 1955
Employees subject to the Bargaining Agreement between Manhattan Rubber Workers Independent Union, Inc. and the Manhattan Rubber Division	October 28, 1955
Employees who are members of Manhattan Lodge 1679, International Association Of Machinists	November 25, 1955
Employees on the Main Office Payroll	January 1, 1956

A. By adding to Schedule A attached to said Group Policy as a part thereof, the following:

"Unit or Class	Applicable Date
Employees on the Main Office Payroll	January 1, 1956"

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)"
Employees of a class or unit specified in Schedule A hereof, except such Employees at Neenah, Wisconsin	$4,000.00	$28.00
Employees at Neenah, Wisconsin	3,000.00	28.00
Employees employed at Manheim, Pennsylvania with weekly earnings (as determined by the Employer) of:		
$50.00 or more	2,000.00	35.00
Less than $50.00	2,000.00	31.50

Amendment No. 42

Form [illegible]
[illegible]

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GROUP HOSPITAL EXPENSE INSURANCE

PERSONAL AND DEPENDENT BENEFITS

SUPPLEMENTARY AGREEMENT ATTACHED TO AND MADE PART OF GROUP POLICY

NO. 1577-G ISSUED TO [illegible]
(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 hereafter 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. [illegible] The term "Employee" means a full-time employee [illegible] for services by the Exhibition Rubber Division of the Employer.

The term "Dependent" means (1) an Employee's wife, (2) any unmarried child over fourteen days of age but under ninety years of age of any Employee, if a married man is an Employee or of a female Employee where the husband is not an Employee, the claim in any case, (3) any person who is eligible for insurance as an Employee, (4) any person residing in the United States at the time of (a) any person's evidence of good health, furnished in accordance with the provisions of Section 3 hereof, is not approved by the Insurance Company, or (b) any person's application is not received by the Insurance Company within thirty-one days after the date he becomes eligible, (5) any legally adopted child, any stepchild who resides in the Employee's household, and any child illegitimate solely by the Employee and permanently residing in the household of which the Employee is the head.

The term "Personal hospital expense insurance" means insurance providing for benefits payable to an Employee in the event of his own hospital confinement.

The term "Dependent hospital expense insurance" means insurance providing for benefits payable to an Employee in the event of the hospital confinement of any of his dependents.

The terms "Service", "Service", "Service", and "Service", as used in this Supplementary Agreement refer exclusively to this Supplementary Agreement and not to the Group Policy.

Section 2. [illegible] Each Employee who has completed three months of continuous service prior to the date of issue of this Supplementary Agreement is eligible for personal hospital expense insurance hereunder on the date of issue of this Supplementary Agreement. Each Employee who has not completed three months of continuous service prior to the date of issue of this Supplementary Agreement and each Employee who accepts the date of issue of this Supplementary Agreement shall be eligible for personal hospital expense insurance hereunder on the day immediately following the date of completion of three months of continuous service.

Each Employee shall be eligible for dependent hospital expense insurance hereunder on the date of his eligibility for personal hospital expense insurance or on the date the first person becomes a dependent of such Employee, whichever date is later.

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Section 3. EFFECTIVE DATES OF INSURANCE.—An Employee may become insured hereunder for Personal Hospital Expense Insurance only by making written request to the Employer for such insurance on forms furnished by the Insurance Company. The Personal Hospital Expense Insurance on any Employee who makes such request on or before the date of his eligibility for such insurance shall become effective on the date of his eligibility for such insurance, provided he is actively at work on the date of his eligibility. The Personal Hospital Expense Insurance on any Employee who makes such request after the date of his eligibility for such insurance and on or before the thirty-first day following the date of his eligibility for such insurance, or on or before the thirty-first day following the date of his return to active work if he is not actively at work on the date of his eligibility for such insurance, shall become effective, provided he is then actively at work, on the date of such request. Any Employee making such request for Personal Hospital Expense Insurance after such thirty-first day and any Employee requesting reinstatement of his Personal Hospital Expense Insurance after his Personal Hospital Expense Insurance hereunder has been discontinued in accordance with subdivision (c) of Section 5 hereof, must furnish at his own expense evidence of his insurability satisfactory to the Insurance Company before he may be insured hereunder. Any such insurance shall become effective, provided such Employee is then actively at work, on the date the Insurance Company accepts as satisfactory such evidence of insurability. The Personal Hospital Expense Insurance on any Employee not actively at work on the date when his Personal Hospital Expense Insurance hereunder would otherwise become effective shall become effective on the next following day on which he is actively at work.

An Employee may become insured hereunder for Dependent Hospital Expense Insurance only by making written request to the Employer for both Personal Hospital Expense Insurance and Dependent Hospital Expense Insurance hereunder on forms furnished by the Insurance Company. The Dependent Hospital Expense Insurance on any Employee who makes such request on or before the date of his eligibility for such insurance shall become effective with respect to those persons who are then Dependents of such Employee, on the date of his eligibility for such insurance or on the effective date of such Employee's Personal Hospital Expense Insurance hereunder, whichever date is later. The Dependent Hospital Expense Insurance on any Employee who makes such request after the date of his eligibility for such insurance and on or before the thirty-first day following the date of his eligibility for such insurance or on or before the thirty-first day following the date of his return to active work if he is not actively at work on the date of his eligibility for such insurance, shall become effective with respect to those persons who are then Dependents of such Employee, on the date of such request or on the effective date of the Employee's Personal Hospital Expense Insurance hereunder, whichever date is later. Any Employee making such request after such thirty-first day and any Employee requesting reinstatement of his Dependent Hospital Expense Insurance hereunder after his Dependent Hospital Expense Insurance hereunder has been discontinued in accordance with subdivision (c) of Section 5 hereof, must furnish at his own expense evidence satisfactory to the Insurance Company of the good health of each person who is a Dependent of such Employee on the date of such request before the Dependent Hospital Expense Insurance with respect to any such Dependent shall become effective. Such Dependent Hospital Expense Insurance shall become effective with respect to each such Dependent whose evidence of good health is accepted by the Insurance Company as satisfactory, on the date of such acceptance by the Insurance Company or on the effective date of the Employee's Personal Hospital Expense Insurance hereunder, whichever date is later. In the event that the evidence of good health of any such person is not accepted by the Insurance Company as satisfactory, such person shall not, for the purposes of insurance hereunder, be deemed a Dependent and no Dependent Hospital Expense Insurance shall be provided hereunder with respect to such person.

The Dependent Hospital Expense Insurance with respect to any person who becomes a Dependent of an Employee while such Employee is insured for Dependent Hospital Expense Insurance hereunder shall become effective on the date such person becomes a Dependent of such Employee.

Section 4. EMPLOYEES' CONTRIBUTIONS.—No Employee insured hereunder may contribute to the cost of his Hospital Expense Insurance more than the maximum amount specified in Section 6 hereof in accordance with the Personal Hospital Expense Insurance and Dependent Hospital Expense Insurance, if any, in force hereunder on his account.

Section 5. CESSATION OF INSURANCE.—(a) The Personal Hospital Expense Insurance and Dependent Hospital Expense Insurance on any Employee

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insured hereunder shall automatically cease on the date of the termination of his employment.

Termination of employment, for the purposes of the Hospital Expense Insurance hereunder, means cessation of active work as an Employee as defined in Section 1 hereof, except that

(i) in case of the absence of an Employee from active work because of sickness or injury, his employment may, for the purposes of his Hospital Expense Insurance 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, his employment may, for the purposes of his Hospital Expense Insurance hereunder, be deemed to continue until terminated by the Employer but in no case beyond the expiration of a period of thirty days following the date _____ such lay-off commenced.

In the case of either of the foregoing exceptions, the Personal Hospital Expense Insurance and Dependent Hospital Expense Insurance 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) The Personal Hospital Expense Insurance hereunder on any Employee shall automatically cease on the date he becomes entitled to the Maximum Total Payment for Room and Board on account of his own hospital confinement. The Personal Hospital Expense Insurance hereunder on any such Employee may be reinstated only if and when he returns to active work for the Employer on full time.

An Employee's Dependent Hospital Expense Insurance hereunder with respect to any Dependent shall automatically cease on the date the Employee becomes entitled to the Maximum Total Payment for Room and Board on account of such Dependent's hospital confinement. The Employee's Dependent Hospital Expense Insurance hereunder with respect to such Dependent may be reinstated only after the termination of such hospital confinement and upon recovery of the Dependent from the injury or sickness which caused such hospital confinement, and only provided the Personal Hospital Expense Insurance hereunder on such Employee is then in force.

(c) If any Employee insured hereunder for only Personal Hospital Expense Insurance shall notify the Employer that his Personal Hospital Expense Insurance hereunder is to be discontinued, such insurance shall automatically cease on the date _____ such notice of discontinuance is received by the Employer. If any Employee insured hereunder for both Personal Hospital Expense Insurance and Dependent Hospital Expense Insurance shall notify the Employer that either (i) his Personal Hospital Expense Insurance hereunder, or (ii) his Personal Hospital Expense Insurance and Dependent Hospital Expense Insurance hereunder is to be discontinued, then both his Personal Hospital Expense Insurance and Dependent Hospital Expense Insurance hereunder shall automatically cease on the date _____ such notice of discontinuance is received by the Employer. If any Employee insured hereunder for both Personal Hospital Expense Insurance and Dependent Hospital Expense Insurance shall notify the Employer that only his Dependent Hospital Expense Insurance hereunder is to be discontinued, his x x x x Dependent Hospital Expense Insurance hereunder shall automatically cease on the date _____ such notice of discontinuance is received by the Employer.

Failure of any Employee to make contribution when due, as required by the Employer, to the cost of either his Personal Hospital Expense Insurance hereunder or his Dependent Hospital Expense Insurance hereunder shall have the same effect as notice to the Employer, within the meaning of the preceding paragraph, that the insurance for which such Employee has failed to make contribution is to be discontinued.

(d) An Employee's Dependent Hospital Expense Insurance hereunder with respect to any Dependent shall automatically cease on the day immediately preceding the date such person ceases to be a Dependent of such Employee, as defined in Section 1 hereof.

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

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x x x

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SECTION 6. AMOUNT OF INSURANCE.—The amount of Personal Hospital Expense Insurance or Personal Hospital Expense Insurance and Dependent Hospital Expense Insurance applicable to any Employee shall be in accordance with the schedule set forth below and any increase ... x ... x ... in the amounts of such insurance, in accordance with said schedule, shall become effective, provided the Employee is then actively at work, on the ... x ... x ... x ...;

if such Employee is not then actively at work, such change in the amounts of insurance shall become effective on the next following ... x ... x ... on which he is actively at work

... x ... x ... x ...

... x ... x ... x ...

... x ... x ... x ...

SCHEDULE OF INSURANCE, EMPLOYEES' MAXIMUM CONTRIBUTIONS, AND PREMIUM RATES

SCHEDULE OF INSURANCE AND EMPLOYEES' MAXIMUM CONTRIBUTIONS

Class	Weekly Benefit: Personal Hospital Expense Insurance	Weekly Benefit: Dependent Hospital Expense Insurance Each Dependent
All Employees	$10.00	$10.00

The amount which an Employee may contribute to the cost of the insurance shall not exceed the premium charged for the amounts of his insurance.

SCHEDULE OF PREMIUM RATES

Class	Initial Monthly Premium Rate per Employee: Personal Hospital Expense Insurance	Initial Monthly Premium Rate per Employee: Dependent Hospital Expense Insurance
All Employees	$1.22	$2.07

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SECTION 7. INSURING CLAUSE.—Upon receipt of notice and satisfactory proof, as required herein, that any Employee, while insured for Personal Hospital Expense Insurance hereunder, or any Dependent of an Employee, while such Employee is insured for Dependent Hospital Expense Insurance hereunder, shall have become confined as a patient in a legally constituted hospital as a result of

(A) any injury not arising out of or in the course of his employment, or

(B) any sickness not entitling him to benefits under any workmen's compensation or occupational disease law,

and provided, in either case, such confinement continues for a period of at least eighteen consecutive hours, except as stated below,

the Insurance Company shall pay such Employee, subject to the terms and limitations hereof, for the expenses charged for any one or more of the following three types of service received during such confinement, provided (1) that the services received were recommended and approved by a physician or surgeon legally licensed to practice medicine, and (2) that the total payment for all expenses charged for each such type of service shall in no event exceed the maximum determined in accordance with the following table:

Type of Service	Maximum Total Payment for Any One Continuous Period of Hospital Confinement, Whether from One or More Causes, or for Successive Periods of Hospital Confinement From the Same or Related Cause or Causes
...om and board	An amount equal to the Maximum Daily Benefit for each day of such hospital confinement, but not to exceed thirty-one times the Maximum Daily Benefit
...nesthetics (and the administration thereof) and all other special hospital services charged for by the hospital except services of physicians or special nurses	Ten times the Maximum Daily Benefit

If the Employee or Dependent undergoes a surgical operation in the hospital or receives emergency care in the hospital on account of, and not later than the day following, an injury, the requirement that the period of hospital confinement of at least eighteen consecutive hours shall be waived.

The Maximum Daily Benefit referred to in the preceding table shall be taken as the Maximum Daily Benefit in force on account of the Employee or Dependent at the date of commencement of his hospital confinement.

For all hospital confinement of an Employee caused by any one pregnancy or resulting childbirth or complications, the total of the payments hereunder for expenses charged for room and board shall not exceed fourteen times the Maximum Daily Benefit, provided, however, no payment of any kind shall be made for such confinement if the pregnancy existed on the effective date of the Employee's Hospital Expense Insurance hereunder.

For all hospital confinement of a Dependent which is caused by any one pregnancy or resulting childbirth or complications, the total of the payments hereunder for expenses charged for all types of services (including delivery room) received during such confinement shall not exceed ten times the Maximum Daily Benefit inforce on account

(continued on reverse side)

Subject to due proof of claim, the Employee will be paid each week during any period of hospital confinement for which benefits are payable, and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

SECTION 8. HOSPITAL CONFINEMENT COMMENCING AFTER CESSATION OF INSURANCE.—If an Employee, or a Dependent of an Employee who is insured hereunder for Dependent Hospital Expense Insurance, at the date of the cessation of the Hospital Expense Insurance on his account, is totally disabled as a result of injury or sickness and, while still so totally disabled and within thirty-one days after such cessation, becomes confined as a patient in a legally constituted hospital, the Employee will be entitled to whatever benefits would have been payable in consequence of such hospital confinement had such Hospital Expense Insurance been in force on the date of commencement of such hospital confinement.

If a female Employee or Dependent is pregnant at the date of the cessation of the Hospital Expense Insurance hereunder on her account, and as a result of such pregnancy she thereafter becomes confined as a patient in a legally constituted hospital, the Employee shall be entitled to whatever benefits would have been payable hereunder in connection with such hospital confinement had such Hospital

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Section 7. INSURING CLAUSE CONTINUED

of such Dependent provided, however, that no payment of any kind shall be made for such confinement if the pregnancy existed on the effective date of the Hospital Expense Insurance hereunder on account of such Dependent.

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Expense Insurance been in force on the date of commencement of such hospital confinement.

SECTION 9. NOTICE AND PROOF OF CLAIMS.—(A) Written notice of hospital confinement on which claim may be based must be given to the Insurance Company within _____ days after the commencement of such hospital confinement. Proof of such hospital confinement and of the receipt of any of the specified services must be furnished to the Insurance Company not later than _____ days after the termination of the period of hospital confinement for which benefits are payable hereunder.

The Insurance Company, upon receipt of the notice required by this 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 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 hospital confinement 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) No action at law or in equity shall be brought to recover on this Supplementary Agreement prior to the expiration of _____ 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 _____ years from the expiration of the time within which proof of claim is required by the Supplementary Agreement.

SECTION 10. DUE DATE, COMPUTATION AND PAYMENT OF ADDITIONAL HOSPITAL EXPENSE INSURANCE PREMIUMS.—The additional premiums due on and after the date of issue of this Supplementary Agreement for the insurance provided hereunder shall be determined and shall be payable in accordance with the following paragraphs.

The initial additional Hospital Expense Insurance premium is due on the date of issue of this Supplementary Agreement and subsequent additional Hospital Expense Insurance premiums shall be due on the first day of each calendar month (herein called the due date) thereafter.

The initial additional Hospital Expense Insurance premium due on the date of issue of this Supplementary Agreement and the additional Hospital Expense Insurance premium due on any due date after the date of issue of this Supplementary Agreement shall be (a) the aggregate of the Personal Hospital Expense Insurance premiums determined as to each Employee then insured hereunder for Personal Hospital Expense Insurance from the monthly Personal Hospital Expense Insurance premium rate then applicable to such Employee in accordance with Section 6 hereof, plus (b) the aggregate of the Dependent Hospital Expense Insurance premiums determined as to each Employee then insured hereunder for Dependent Hospital Expense Insurance from the monthly Dependent Hospital Expense Insurance premium rate then applicable to such Employee in accordance with said Section 6, subject, however, to premium adjustments, if any.

Premium adjustments involving return of unearned additional premiums 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.

On written request of the Employer, approved by the Insurance Company, additional Hospital Expense Insurance premium payments may, if not then so payable, be changed at any due date of this Supplementary Agreement, so as to be payable annually, semi-annually, quarterly, or monthly, provided the frequency of premium payments selected applies also to the payment of all other premiums due under the Group Policy.

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 either the Personal Hospital Expense Insurance premium rates or the Dependent Hospital Expense Insurance premium rates or all of such premium rates.

In the computation of the aggregate additional Hospital Expense Insurance premium due under this Supplementary Agreement on any due date in the manner prescribed by this Section, the Insurance Company may use average premium rates based on the premium rates shown in Section 6, subject to any change in accordance with this Section 10.

All additional Hospital Expense Insurance premiums falling due under this Supplementary Agreement, including adjustments thereof, if any, are payable by the Employer, on or before their respective due dates, direct to the Insurance Company at its Home Office or one of its Head Offices. The payment of any additional Hospital Expense Insurance premium shall not maintain the insurance under this Supplementary Agreement in force beyond the day immediately preceding the next due date, except as provided in the next paragraph.

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A grace period of thirty-one days, without interest charge, shall be granted to the Employer for the payment of any additional Hospital Expense Insurance premium due after the initial additional Hospital Expense Insurance premium, provided the Employer has not previously given written notice to the Insurance Company that this Supplementary Agreement is to be discontinued as of the due date of such premium, and during any such grace period this Supplementary Agreement shall continue in force.

If the Employer fails to pay any additional Hospital Expense Insurance premium within the grace period, this Supplementary Agreement shall be discontinued on the last day of such grace period, but the Employer shall, nevertheless, be liable to the Insurance Company for the payment of all additional Hospital Expense Insurance premiums then due and unpaid, together with the additional Hospital Expense Insurance premiums for the grace period. If, however, written notice is given by the Employer to the Insurance Company, during the grace period, that this Supplementary Agreement is to be discontinued before the expiration of the grace period, this Supplementary Agreement shall be discontinued as of the date of receipt of such written notice by the Insurance Company or the date specified by the Employer for such discontinuance, whichever date is later, and the Employer shall be liable to the Insurance Company for the payment of the pro-rata additional Hospital Expense Insurance premium for the period commencing with the last due date and ending with such date of discontinuance.

SECTION 11. 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 October 15, 1951 and ending with the day immediately preceding July 1, 1952, 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 (1) the number of Employees then insured hereunder for Personal Hospital Expense Insurance is, in the case of Contributory Insurance, not less than seventy-five percent of the number of eligible Employees and, in the case of Non-Contributory Insurance, not less than the total number of eligible Employees, and provided, in either case, the number of Employees then insured hereunder for Personal Hospital Expense Insurance is not less than fifty and (2) the number of Employees insured hereunder for Dependent Hospital Expense Insurance is, in the case of Contributory Insurance, not less than seventy-five percent of the number of eligible Employees with Dependents and, in the case of Non-Contributory Insurance, not less than the total number of eligible Employees with Dependents. Such renewal is conditioned upon the renewal of said Group Policy and upon the payment of the additional Hospital Expense Insurance premium then due as computed in the manner set forth in Section 10 hereof and based upon such premium rates as may then be determined by the Insurance Company.

SECTION 12. AGENTS; ALTERATIONS.—No agent has authority to change this Supplementary Agreement or to waive any of its provisions.

No change in this Supplementary Agreement shall be valid unless approved by an executive officer of the Insurance Company and evidenced by endorsement hereon, or by amendment hereto signed by the Employer and by the Insurance Company.

SECTION 13. ADDITIONAL PROVISIONS.—

X X X

X X X

X X X

X X X

X X X

X X X

IN WITNESS WHEREOF, the Metropolitan Life Insurance Company has caused this Supplementary Agreement to be executed this twentieth day of January, 1951, to take effect as of the fifteenth day of October, 1951, which last date is the date of issue of this Supplementary Agreement.

W. J. Barrett
Secretary.

[signature]
President.

Countersigned _____ 19____

By _____
LICENSED AGENT

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