PM-4 0000

METROPOLITAN LIFE INSURANCE COMPANY

PLAINTIFF'S EXHIBIT

MET-783

Group Policy No. 6577-G bearing date of May 29, 1950 and insuring the Employees of RAYBESTOS-MANHATTAN, INC. is hereby amended as follows:

Effective October 17, 1950 as to Employees employed in New Jersey who are actively at work on that date and such employees employed subsequent to that date and effective on the date of his return to active work as to any such Employee who is not actively at work on October 17, 1950, by substituting for the Schedule of Insurance and Employees' Maximum Contributions, as amended, in subsection (A) of Section 6 of Group Insurance for Temporary Disability Benefits, Supplementary Agreement Form G.M.6580 attached to said Group Policy as a part thereof, the following:

*Class	Weekly Benefit	Maximum Contribution of Employee Subject to Provisions of Section 4 hereof
All Employees	$28.00	3/4 of 1% of the Employee's first $3000.00 of annual earnings.*

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 N.J. this 6th day of December 1950

[signature] c.l.w.
Witness

RAYBESTOS-MANHATTAN, INC.
Employer

By W.W. Kent, Asst. Secy

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

Dated at New York, N. Y. this eighteenth day of December 1950

METROPOLITAN LIFE INSURANCE COMPANY,

[signature]
Registrar

AMENDMENT NO. 19

James R. H[signature]
Secretary.

PM4 PPP

METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 8577-G bearing date of May 29, 1940 and insuring the Employees of

RAYBESTOS-MANHATTAN, INC.,
(HEREIN CALLED THE EMPLOYER)

is hereby amended as follows:

Effective January 1, 1953 by adding to Section 19, as amended, on Page 6 thereof, the following:

"It is understood and agreed that the financial experience under this Policy shall be combined with the financial experience under Group Policy No. 15306-G issued to the Employer with date of issue January 1, 1953 for the purpose of determining any divisible surplus hereunder and under said Group Policy."

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 30th day of December, 1952.

(Witness) RAYBESTOS-MANHATTAN, INC.
(Employer)

By Controller

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

Dated at New York, N. Y. this 5th day of January, 1953

METROPOLITAN LIFE INSURANCE COMPANY,

(Registrar)

W. J. Barrett
Secretary

Form G. 6239
March 1941
PRINTED IN U.S.A.

AMENDMENT NO. 32

tion 6. AMOUNT OF INSURANCE (Continued).--

SCHEDULE OF INSURANCE AND EMPLOYEES' MAXIMUM CONTRIBUTIONS (Continued)

Schedule II. Additional Insurance

edule of Additional Life Insurance and Insurance for Death or Dismemberment by Accidental Means

NON-CONTRIBUTORY INSURANCE

Class	Additional Life Insurance*	Additional Insurance for Death or Dismemberment by Accidental Means*
Employees	No Insurance	No Insurance

CONTRIBUTORY INSURANCE

Class	Additional Life Insurance*	Additional Insurance for Death or Dismemberment by Accidental Means*
pt Salaried Employees	The amount of Additional Life Insurance, if any, shall be the smaller of (a) an amount equal to the amount of the Employee's Basic Life Insurance, and (b) the excess, if any, of $200,000 over the amount of the Employee's Basic Life Insurance.	The amount of Additional Incurance for Death or Dismemberment by Accidental Means, if any, shall be the smaller of (a) an amount equal to the amount of the Employee's Basic Insurance for Death or Dismemberment by Accidental Means, and (b) the excess, if any, of $200,000 over the amount of the Employee's Basic Insurance for Death or Dismemberment by Accidental Means.
other Employees	No Insurance	No Insurance

ditional Accident and Health Insurance is provided hereunder for any Employee.

SCHEDULE OF INSURANCE AND EMPLOYEES' MAXIMUM CONTRIBUTIONS (Continued)

he amount of Basic and Additional Life Insurance hereunder as to (i) any Salaried Employee at aybestos Division who was insured on December 31, 1968 under the Employer's group life nsurance plan in effect for him on December 31, 1968, and (ii) any other Salaried Employee ho was insured hereunder on December 31, 1968 for a greater total amount of Life Insurance han the total amount applicable to him in accordance with the foregoing Schedule I and chedule II shall be such greater total amount until such time as the amount of Basic and dditional Life Insurance applicable to him in accordance with said Schedule exceeds such reater total amount.

Provisions Applicable to Life Insurance and Insurance for Death or Dismemberment by Accidental eans in Amounts Greater Than $95,000 (Total Amount of Basic and Additional Insurance)

A) Amounts of Life Insurance and Insurance for Death or Dismemberment by Accidental Means reater Than $95,000 But Not Greater Than $145,000.

he following requirements must be satisfied by an Employee in order that he may become insured ereunder for an amount of Life Insurance or Insurance for Death or Dismemberment by Accidental eans greater than $95,000 but not greater than $145,000, or if he is already insured for an mount of Life Insurance or Insurance for Death or Dismemberment by Accidental Means greater han $95,000 but not greater than $145,000, in order that any increase in such amount of nsurance shall become effective:

a) The Employee must be actively at work and physically able to perform all the duties of his occupation.

b) The Employee must be regularly working at least the number of hours in his employer's work week, but not less than thirty hours per week, at his employer's business establishment or at some other location to which his employer's business requires him to travel.

c) The Employee must not have been absent from work on account of his own sickness or injury during the preceding three weeks.

uch amount of insurance, or the increase in the amount of insurance, shall become effective on he first day as of which the Employee satisfies the requirements in (a), (b) and (c) of the oregoing sentence, which is coincident with or following the date as of which the Employee's arnings are such as to entitle him to an amount of insurance greater than $95,000 but not reater than $145,000, or an increase in the amount of such insurance. If the Employee does ot satisfy such requirements, the amount of his Life Insurance and Insurance for Death or ismemberment by Accidental Means each shall not exceed $95,000, or the amount for which he as insured immediately before the change in his earnings, whichever amount is greater.

B) Amounts of Life Insurance and Insurance for Death or Dismemberment by Accidental Means reater Than $145,000.

n order that an Employee may become insured hereunder for an amount of Life Insurance or nsurance for Death or Dismemberment by Accidental Means greater than $145,000, or if the mployee is already insured hereunder for an amount of Life Insurance or Insurance for Death r Dismemberment by Accidental Means greater than $145,000, in order that any increase in such mount of insurance shall become effective, the Employee must satisfy the requirements of a), (b) and (c) of Paragraph (A) hereof and also submit evidence of his insurability satisfactory to the Insurance Company as of a date within thirty-one days of the date he satisfies

SCHEDULE OF INSURANCE AND EMPLOYEES' MAXIMUM CONTRIBUTIONS (Continued)

requirements of (a), (b) and (c). If such evidence of insurability is accepted by the surance Company as satisfactory, such amount of insurance or increase shall become effective the earliest date the Employee satisfies the requirements of Paragraph (A) hereof which is) on or subsequent to the date he would otherwise be entitled to such amount of insurance l (2) within a period of thirty-one days of the date as of which such evidence is submitted. any Employee fails to submit any evidence of insurability required by the Insurance Company accordance with this paragraph, or if any such evidence of insurability is not accepted as tisfactory by the Insurance Company, the amount of the Employee's Life Insurance and Insurance r Death or Dismemberment by Accidental means each shall not exceed the greater of (i) the ount of such insurance for which the Employee was insured immediately prior to the date on ich any such increase would otherwise have become effective, and (ii) $145,000, subject to provisions of this Policy other than this Paragraph (B).

) The Insurance Company reserves the right to change the foregoing provisions applicable to ounts of Life Insurance or Insurance for Death or Dismemberment by Accidental Means greater an $95,000 by giving written notice of such change to the Employer at least 60 days prior to e date such change is to become effective. The provisions so changed shall apply to each ployee whose earnings thereafter are such as to entitle him to an amount of Life Insurance Insurance for Death or Dismemberment by Accidental Means greater than $95,000 or, if he is sured for an amount of Life Insurance or Insurance for Death or Dismemberment by Accidental ans greater than $95,000 on the effective date of such change, to any increase in such ount of insurance.

e Insurance Company reserves the right, by giving written notice to the Employer, to reduce maximum amount of Life Insurance for which an Employee may be insured hereunder on and ter the effective date stated in such written notice to (i) the amount specified in such itten notice, or (ii) the amount for which the Employee was insured hereunder on the day mediately preceding such effective date, whichever amount is greater, provided that the duced maximum amount of Life Insurance shall not be less than $100,000 and that such fective date shall not be less than one year from the date of such written notice.

Salaried Employees Age 65 or Older or Retired, Except
Salaried Employees Retired On or Prior to January 1, 1969

e amounts of Basic and Additional Life Insurance and Insurance for Death or Dismemberment Accidental Means in accordance with the foregoing provisions of this Section 6 apply prior the earlier of an Employee's 65th birthday and the date of his retirement.

an Employee is age 65 or older or is retired, as determined by the Employer, the amount his Life Insurance shall be 50% of the amount of his Basic Life Insurance hereunder on the y preceding the earlier of his 65th birthday and the date of his retirement.

an Employee becomes insured hereunder on or subsequent to his 65th birthday, the percentage om the preceding paragraph shall be applied to the amount of Basic Life Insurance applicable his earnings or class in accordance with the foregoing provisions of this Section 6 on the fective date of the Basic Life Insurance hereunder on account of the Employee.

Additional Life Insurance or Basic and Additional Insurance for Death or Dismemberment by cidental Means is provided hereunder for the Employee on and after his 65th birthday.

ection 6. AMOUNT OF INSURANCE (Continued).--

SCHEDULE OF INSURANCE AND EMPLOYEES' MAXIMUM CONTRIBUTIONS (Continued)

All Other Retired Employees

e amount of Basic Life Insurance in accordance with the foregoing provisions of this Section 6 plies prior to the date of an Employee's retirement.

an Employee is retired, as determined by the Employer, the amount of his Life Insurance shall as follows:

As to any Employee of Manhattan Rubber Division retired on or subsequent to October 15, 1951 but prior to the date specified in the following item 4. - - $1,000.00

As to any Employee of Wabash Division retired on or subsequent to September 22, 1952. - - $1,000.00

As to any Employee of General Asbestos and Rubber Division retired on or subsequent to January 2, 1953. - - $1,000.00

As to any Employee of Manhattan Rubber Division who is (i) a Salaried Employee, other than a Salaried Employee on the Main Office Payroll, retired on or subsequent to October 28, 1955 but prior to January 2, 1969, (ii) subject to the Bargaining Agreement between Manhattan Rubber Works Independent Union, Inc. retired on or subsequent to October 28, 1955, (iii) a member of Manhattan Lodge 1679, International Association of Machinists retired on or subsequent to November 25, 1955, or (iv) a Main Office Payroll Employee retired on or subsequent to January 1, 1956 (but prior to January 2, 1969 in the case of a Salaried Employee on the Main Office Payroll). - - 50% of the amount of his Basic Life Insurance hereunder on the day preceding the date of his retirement.

As to any Employee of United States Asbestos Division retired on or subsequent to April 1, 1964. - - $3,000.00

As to any other Employee, except a Salaried Employee retired on or after January 2, 1969 - - the amount of his Basic Life Insurance hereunder on the day preceding the date of his retirement.

retired Employee may contribute to the cost of his insurance and no Employee may contribute the cost of the Non-Contributory Insurance. The amount which an Employee may contribute the cost of the Contributory Insurance shall not exceed $0.60 per month ($0.14 per week the case of any Employee who contributes weekly) per $1,000 of Life Insurance and the mium charged for the amount of his other insurance, subject to such further limitation erwise provided for Employees employed in the State of New York.

h Benefit: The amount of Death Benefit pursuant to Section 8 hereof shall be as follows:

With respect to a Salaried Employee - (1) an amount equal to the total amount of the Employee's Basic Life Insurance hereunder and Additional Life Insurance hereunder, if any, at the date of termination of his employment, if the Employee's death occurs prior to his 65th birthday, and (2) an amount equal to 50% of the amount of the Employee's Basic Life Insurance hereunder at the date of termination of his employment, if the Employee's death occurs on or after his 65th birthday..

ection 6. AMOUNT OF INSURANCE (Continued).--

SCHEDULE OF INSURANCE AND EMPLOYEES' MAXIMUM CONTRIBUTIONS (Continued)

With respect to any other Employee - an amount equal to the amount of the Employee's Life Insurance hereunder at the date of termination of his employment.

ch Employee whose Life Insurance hereunder is reduced on or after the date of his retirement all have the same privilege of obtaining an individual policy of Life Insurance on the te of such reduction, with respect to the excess of

) the amount of Life Insurance for which such Employee was insured hereunder on the day immediately prior to such reduction, over

) the amount of Life Insurance for which such Employee may be insured hereunder immediately after such reduction

is applicable upon termination of employment, as set forth in Section 9 hereof.