

Group Policy No. 8577-G bearing date of December 1, 1956 <sup>rewritten</sup> and insuring the Employees of  
RAYBESTOS-MANHATTAN, Inc. is hereby amended  
(Hereinafter called the Employer)

follows:

I. Effective May 1, 1968 by substituting for the definition of the word "Dependent", as amended, in Section 1 of Supplementary Agreement Form G.B.F.6301, attached to said Group Policy as a part thereof, the following:

"Applicable to Employees of Wabush Division.—

The term 'Dependent' means (1) an Employee's spouse, (2) any unmarried child of a male Employee, of a widowed female Employee, or of a female Employee whose husband is not eligible for insurance as an Employee, excluding in any case:

Any child under 15 days of age and any child 19 years of age or older.

Any person eligible for insurance as an Employee.

Any person residing outside the United States and Canada.

Any person whose evidence of good health, furnished in accordance with the provisions of Section 3 hereof, is not accepted by the Insurance Company as satisfactory.

Any person in the military or similar forces of any country or subdivision thereof.

The term 'child' includes any legally adopted child, any step-child who resides in the Employee's household, and any child supported solely by the Employee and permanently residing in the household of which the Employee is the head.

Applicable to Employee of United States Asbestos Division.—

The term 'Dependent' means (1) an Employee's wife, (2) any unmarried child of a male Employee, of a widowed female Employee, or of a female Employee whose husband is not eligible for insurance as an Employee, excluding in any case:

Any child under 15 days of age and any child 19 years of age or older.

Any person eligible for insurance as an Employee.

Any person residing outside the United States and Canada.

Any person whose evidence of good health, furnished in accordance with the provisions of Section 3 hereof, is not accepted by the Insurance Company as satisfactory.

After the date of an Employee's retirement, any person on whose account the Employee was not insured hereunder on the day preceding the date of his retirement.

PLAINTIFF'S EXHIBIT

MET-1009

Form 8911-G  
Rev. 11-56  
PRINTED IN U.S.A.

Amendment No. 44

The term 'child' includes any legally adopted child, any step-child who resides in the Employee's household, and any child supported solely by the Employee and permanently residing in the household of which the Employee is the head.

Applicable to All Employees

If an Employee is insured hereunder on account of a child prior to the child's nineteenth birthday and makes written request on or prior to such birthday for continuance of such insurance after such birthday, or if any child is nineteen years of age or over on the date the Employee becomes insured hereunder on account of his Dependents and the Employee makes written request for insurance on account of such child on or prior to such date, such child shall, for the purposes of insurance hereunder and subject to all terms and conditions hereof, other than the provision that the child be under nineteen years of age, be considered a Dependent of the Employee for a period prior to the earliest of the following dates:

- (a) The date of such child's 23rd birthday.
- (b) The date of expiration of the last period for which the Employee made a contribution required on account of the insurance with respect to such child.
- (c) The date such child enters the military or similar forces of any country or subdivision thereof.
- (d) The date such child enters full-time employment.
- (e) The date such child becomes covered under any other plan of hospital or surgical operation insurance (other than insurance on account of accident)."

II. Effective on the date applicable to his Division as set forth in the Table below, as to Employees, actively at work on that date and Employees employed subsequent to that date, and effective on the date of his return to active work as to any Employee not actively at work on such applicable date, by making the following changes, except that (a) with respect to all Employees, such changes shall not apply to (i) any period of hospital confinement commencing prior to, or (ii) any surgical operation performed prior to, the date such changes become effective with respect to the Employee and (b) with respect to Employees of Raybestos Division, such changes shall not apply to any pregnancy existing on the date such changes become effective with respect to the Employee:

Table

| <u>Division</u>                                           | <u>Date of Revision</u> |
|-----------------------------------------------------------|-------------------------|
| Raybestos Division                                        | November 1, 1967        |
| Wabash Division                                           | May 1, 1968             |
| Manhattan Rubber Div.<br>(Employees at Neenah, Wisconsin) | June 1, 1968            |
| All other Employees                                       | November 1, 1967        |

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A. By substituting for the table of amounts of insurance in Schedule I Basic Insurance in the Schedule of Insurance and Employees' Maximum Contributions, as amended, in Section 6 of said Group Policy, the following:

"Schedule I. Basic Insurance

| <u>Class</u>                                                                                                | <u>Life Insurance</u> | <u>Insurance for Death or Dismemberment by Accidental Means</u> | <u>Accident and Health Insurance (Weekly Benefit)*</u> |                            |
|-------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------------------|--------------------------------------------------------|----------------------------|
|                                                                                                             |                       |                                                                 | <u>Employee employed in New York State</u>             | <u>All other Employees</u> |
| Employees of a class or unit specified in Schedule A hereof, except such Employees at Neenah, Wisconsin     | \$4,000.00            | No Insurance                                                    | \$33.00                                                | \$28.00                    |
| Employees at Neenah, Wisconsin                                                                              | 3,000.00              | No Insurance                                                    | -----                                                  | 55.00                      |
| Employees of United States Asbestos Division with basic weekly earnings, as determined by the Employer, of: |                       |                                                                 |                                                        |                            |
| Less than \$50                                                                                              | 4,000.00              | No Insurance                                                    | -----                                                  | 40.00                      |
| \$50 but less than \$70                                                                                     | 4,000.00              | No Insurance                                                    | -----                                                  | 45.00                      |
| 70 or more                                                                                                  | 4,000.00              | No Insurance                                                    | -----                                                  | 55.00                      |
| Employees of General Asbestos & Rubber Division                                                             | 4,000.00              | No Insurance                                                    | -----                                                  | 40.00                      |
| Employees of Raybestos Division with basic weekly earnings, as determined by the Employer, of:              |                       |                                                                 |                                                        |                            |
| Less than \$80                                                                                              | No Insurance          | No Insurance                                                    | -----                                                  | 50.00                      |
| \$80 but less than \$88                                                                                     | No Insurance          | No Insurance                                                    | -----                                                  | 55.00                      |
| 88 but less than 96                                                                                         | No Insurance          | No Insurance                                                    | -----                                                  | 60.00                      |
| 96 but less than 104                                                                                        | No Insurance          | No Insurance                                                    | -----                                                  | 65.00                      |
| 104 but less than 112                                                                                       | No Insurance          | No Insurance                                                    | -----                                                  | 70.00                      |
| 112 but less than 120                                                                                       | No Insurance          | No Insurance                                                    | -----                                                  | 75.00                      |
| 120 or more                                                                                                 | No Insurance          | No Insurance                                                    | -----                                                  | 80.00                      |

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| <u>Class</u>                                                                                                   | <u>Life Insurance -</u> | <u>Insurance for Death or Dismemberment by Accidental Means</u> | <u>Accident and Health (Weekly Benefit)</u> |                   |
|----------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------------------------------------------|---------------------------------------------|-------------------|
|                                                                                                                |                         |                                                                 | <u>New York</u>                             | <u>All others</u> |
| Employees of Wabash Division:                                                                                  |                         |                                                                 | .                                           |                   |
| Employees subject to the bargaining agreement with the Allied Industrial Workers of America Local #164 AFL-CIO | \$3,000.00              | No Insurance                                                    | -----                                       | \$50.00           |
| All other Employees                                                                                            | 4,000.00                | No Insurance                                                    | -----                                       | 50.00             |
| All other Employees                                                                                            | 2,000.00                | No Insurance                                                    | \$33.00                                     | 28.00"            |

B. By substituting for the typewritten wording appearing in item (11), as amended of subsection (B) of Section 7 of said Group Policy, the following:

✓ "thirteen weeks in the case of an Employee of Manhattan Rubber Division at Neenah, Wisconsin, and in the case of any other Employee, twenty-six".

C. By substituting for the second paragraph, as amended, of subsection (B) of said Section 7, of said Group Policy, the following:

✓ "Applicable to Employees of Manhattan Rubber Division at Neenah, Wisconsin.--For all disabilities commencing on or after the Employee's 60th birthday and within any twelve consecutive months, a total of not more than thirteen weeks benefits shall be paid.

D. By substituting for the Schedule of Insurance and Employees' Maximum Contributions, as amended, in Section 6 of said Supplementary Agreement Form G.B.F.6301, the following:

"Schedule of Insurance and Employees' Maximum Contributions

| <u>Class</u>                                 | <u>Hospital Expense Insurance Maximum Daily Benefit</u> |                                             |
|----------------------------------------------|---------------------------------------------------------|---------------------------------------------|
|                                              | <u>Personal Insurance</u>                               | <u>Dependent Insurance (Each Dependent)</u> |
| Employees of United States Asbestos Division | \$26.00                                                 | \$26.00                                     |
| Employees of Wabash Division                 | 24.00*                                                  | 24.00*                                      |

\*\$26.00 commencing on May 1, 1969 provided the Employee is then actively at work, otherwise on the date of his return to active work.

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."

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E. By substituting for the Type of Service and Maximum Total Payment therefor, as amended, in the first paragraph of Section 7 of said Supplementary Agreement Form G.B.F.6301, the following:

| <u>Type of Service</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>Maximum Total Payment</u>                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Room and Board                                                                                                                                                                                                                                                                                                                                                                                                                                                              | An amount equal to the Maximum Daily Benefit for each day of such hospital confinement, but not to exceed seventy times the Maximum Daily Benefit                                                                                                                    |
| The following Special Hospital Services received prior to the date the Employee becomes entitled to the Maximum Total Payment specified above on account of expenses charged for Room and Board, namely, anesthesiatics (and the administration thereof) and all other special hospital services charged for by the hospital except services of physicians or special nurses and services and supplies not related to the medical care and treatment of the person confined. | <u>Applicable to Employees of the United States Ashbestos Division and their Dependents.--</u><br>Twenty times the Maximum Daily Benefit.<br><br><u>Applicable to Employees of the Wabash Division and their Dependents.--</u> Ten times the Maximum Daily Benefit." |

F. By substituting for the third through the last paragraphs of said Section 7 of said Supplementary Agreement Form G.B.F.6301, the following:

"Applicable to Employees of the Wabash Division.--For all hospital confinement of an Employee which is caused by any one pregnancy or resulting childbirth or complications, the total of the payments for expenses charged for Room and Board shall not exceed ten times the Maximum Daily Benefit in force on account of the Employee; and the total of the payments for expenses charged for all Special Hospital Services (including delivery room) shall not exceed \$100.00, provided, however, that 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.

Applicable to Dependents of Employees of the Wabash Division.--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 in force on account 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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Applicable to Employees of the United States Asbestos Division and Dependents of such Employees.--No payment of any kind shall be made hereunder for any hospital confinement which is caused by pregnancy or resulting childbirth or complications.

Applicable to Employees of the United States Asbestos Division retired on or subsequent to January 1, 1960 (i) under the Pension Plan of the Employer or (ii) at age 65 or older with at least 15 years of more of continuous service.--The combined total payment of Hospital Expense Insurance benefits, Supplementary Hospital Benefits for Physicians' Attendance, and Surgical Operation Insurance benefits on account of all periods of hospital confinement of the Employee or a Dependent commencing, and all surgical operations performed upon the Employee or upon a Dependent, on and after the date the Employee is retired, shall not, in the aggregate, exceed the amount specified for such class in the table below.

Table

| <u>Class</u>                                                  | <u>Amount</u>   |                       |
|---------------------------------------------------------------|-----------------|-----------------------|
|                                                               | <u>Employee</u> | <u>Each Dependent</u> |
| Employees retired prior to March 1, 1963                      | \$3,645.00      | \$3,645.00            |
| Employees retired on March 1, 1963 but prior to April 1, 1964 | 3,785.00        | 3,785.00              |
| Employees retired on or subsequent to April 1, 1964           | 2,145.00        | 2,145.00              |

Applicable to all Employees.--Benefits hereunder are not payable for any services which, in accordance with laws or regulations of any government, are or may be obtained without cost or at a reduced cost to a person covered hereunder, except as provided by the following sentence. If a charge is made to any such person which he is legally required to pay, any benefits hereunder will be computed in accordance with the provisions hereof, taking into account only such charge. 'Any government' includes the Federal, State, Provincial or local government or any political subdivision thereof, of the United States or Canada."

G. By substituting for the Schedule of Insurance and Employees' Maximum Contributions in Section 6, as amended, of Supplementary Agreement Form G.B.F.6325 attached to said Group Policy as a part thereof, the following:

AMENDMENT No. 44

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**"Schedule of Insurance and Employees' Maximum Contributions**

| <u>Class</u>                                                      | <u>Daily Benefit</u><br><u>(Employee and Each Dependent)</u>                                                                                                                           |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                   | For any day of hospital confinement, the actual amount charged by the hospital for room and board up to the hospital's charge for semi-private room accommodations, but not to exceed: |
| Employees of the Manhattan Rubber Division at Passaic, New Jersey | \$28.00 per day                                                                                                                                                                        |
| Employees of the Manhattan Rubber Division at Neenah, Wisconsin   | 27.00 per day                                                                                                                                                                          |
|                                                                   | For any day of hospital confinement, the actual amount charged by the hospital for room and board for such day, but not to exceed:                                                     |
| Employees of Raybestos Division                                   | \$30.00 per day                                                                                                                                                                        |
| Employees of the General Asbestos and Rubber Division             | 22.00 per day                                                                                                                                                                          |

No Employee of Manhattan Rubber Division other than a retired employee, shall be required to contribute to the cost of the insurance. The amount which any other Employee may contribute to the cost of the insurance shall not exceed the premium charged for the amounts of his insurance."

H. By substituting for item (2) in the first paragraph of Section 7, as amended, of said Supplementary Agreement Form G.B.F. 6325, the following:

"(2) for the expenses charged for the following Special Hospital Services received during such confinement prior to the expiration of the maximum period for which Daily Benefits may be paid, provided that the total payment for all such expenses shall not exceed the maximum payment specified:

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