PLAINTIFF'S EXHIBIT

MET-945

METROPOLITAN LIFE INSURANCE COMPANY

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

hereby amended as follows:

Effective March 1, 1956 as to Employees at Manheim, Pennsylvania actively at work on that date and such Employees employed subsequent to that date, effective on the date of his return to active work as to any such Employee not actively at work on March 1, 1956, and effective March 1, 1956 as to all other Employees, 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	Accidental 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 at Manheim, Pennsylvania with weekly earnings (as determined by the Employer) of:		
$50.00 or more	3,000.00	35.00
Less than $50.00	3,000.00	31.50
Employees of General Asbestos and Rubber Division	2,000.00	20.00
All other Employees	2,000.00	28.00

*No Accident and Health Insurance is provided hereunder for any Employees employed in New Jersey.

Any Employee employed in New York State who does not make written request for Life Insurance hereunder shall be insured hereunder for Accident and Health Insurance only.

The amount of Life Insurance as to any Employee of (i) Manhattan Rubber Division, (ii) Wabash Division, or (iii) General Asbestos and Rubber Division retired on or subsequent to (i) October 15, 1951, but prior to the date specified in the next following sentence, (ii) September 22, 1952, or (iii) January 2, 1953, respectively, shall be $1,000.00. For the Manhattan Rubber Division, the amount of Life Insurance as to (i) Salaried Employees, other than Employees on the Main Office Payroll, and Employees subject to the Bargaining Agreement between Manhattan Rubber Workers Independent Union, Inc., (ii) Employees who are members of Manhattan Lodge 1679, International Association of Machinists, and (iii) Main Office Payroll Employees retired on or subsequent to (i) October 28, 1955, (ii) November 25, 1955, or (iii) January 1, 1956, respectively, shall be 50% of the amount

Amendment No. 37

1011-G

Application is hereby made to the METROPOLITAN LIFE INSURANCE COMPANY for a Group Policy covering the eligible Employees (as defined below) of

Raybestos-Manhattan, Inc.
(HEREIN CALLED THE EMPLOYER)

Main address of Employer 61 Willett St., Passaic, N. J.

(Where Policy is to be delivered and issue which address premiums are to be paid)

Nature of business
(If more than one business, state all)

DEFINITION OF TERM "EMPLOYEES"—The term "Employees," as used herein, shall be deemed to include only employees on the payrolls of the United States Asbestos Division and the General Asbestos and Rubber Division of the Employer.

ELIGIBILITY—All present Employees who have completed _____ months of continuous service shall be eligible for insurance on the date of issue of the Policy. All other present and new Employees shall be eligible for insurance upon the completion of three months of continuous service.

SCHEDULE OF BENEFITS AND EMPLOYEES' CONTRIBUTIONS

Class	Life Insurance	Temporary Disability Insurance (W'kly Benefits)	Accidental Death and Dismemberment Insurance	Employees' Contributions
General Asbestos & Rubber Division				
Factory Employees	2500	37.50	-	3.20 weekly
Executives, Foreman				
Supervisory & Office Employees	1000	10.00	-	.30 weekly
United States Asbestos Division				
Rank & File Employees	2500	37.50		.20 weekly
Foremen & Executives	1000	10.00		.30 weekly
Employees on Pension as of July 1, 1933	1000	-	-	

An employee not actively at work on account of sickness or injury (except an employee who is retired with or without pension) on the effective date of this policy, who was insured under policies 3481-G and 1441-GH bearing dates of June 3, 1927, policy 2045-G bearing date of December 31, 1922, or policy 1052-GH bearing date of August 11, 1926 on the day immediately preceding the effective date of this policy shall be eligible for insurance hereunder in an amount equal to the amount for which he was insured under such policies on such day and such insurance shall be discontinued upon his return to work or upon prior notice to the insurance company, by the employer, that such employee's employment has been terminated.

The insurance herein applied for is to be issued in lieu of the insurance previously inforce under policies 3[illegible]-G and 1441-GH bearing dates of June 3, 1927, policy 2045-G bearing date of December 31, 1922 and policy 1052-GH bearing date of August 11, 1926, which are to be cancelled [illegible] July [illegible] 1933 but the financial experience thereunder shall be combined with the financial experience under the policy herein applied for, for the purpose of determining any divisible surplus.

It is understood and agreed that, if Life Insurance is applied for, the Employee's contribution for such insurance shall not exceed [illegible] per [illegible] per $1,000 of Life Insurance.

It is understood and agreed that, if Temporary Disability Insurance is applied for, the benefits will begin on the eighth day of disability and will continue for a period of disability not exceeding thirteen weeks, for any one disability, and shall (Insert NOT or XX) be payable on account of disability from injury or occupational disease arising out of, or in the course of, any employment for wage or profit, except that for employees located in [illegible] the Temporary Disability Benefits shall not be payable on account of disability from injury or occupational disease arising out of, or in the course of any employment for wage or profit.

The insurance herein applied for is not to replace, nor is it in addition to, any Group Coverage or Wholesale Insurance now or previously in force in this or any other Company on any persons eligible for this insurance, except:

Name of Insurance Company [illegible] Life Insurance Co.

Coverage Life [illegible] Date of discontinuance July [illegible] 1932

It is agreed that if the Employees are to contribute toward the initial cost, the Policy will not become effective until at least 75 per cent. of all eligible Employees have made written application for insurance thereunder, but in no case shall the Policy, if issued, be effective prior to the [illegible] day of July 1933.

Premiums will be paid [illegible] (Annually, Semi-Annually, Quarterly, Monthly)

It is agreed that necessary particulars concerning Employees to be insured immediately or in the future, and Employees whose insurance is to be changed or discontinued, shall be furnished monthly to the Insurance Company on forms provided by it.

Dated at Passaic, N. J. this 26th day of June 19[illegible]

Helen L. Eichhoff (Witness)

[illegible] (Employee)

By [illegible] (Title)

Form G.4807—July, 1931—[illegible]