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METROPOLITAN LIFE INSURANCE COMPANY

May 29, 1940
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4/19/79

Group Policy No. 8577-C hearing date of December 1, 1956 and insuring the Employee:

RAYBESTOS-MANHATTAN, INC.

(Herein called the Employer)

is hereby amended

as follows:

I. Effective May 31, 1967, by adding to Supplementary Agreement Form G.B.P.630 attached to said Group Policy as a part thereof, the following:

"Applicable to Employees of Manhattan Rubber Division at Neenah, Wisconsin.-- Each Employee who is actively at work on June 1, 1967 and each Employee employed subsequent to that date shall be excluded from eligibility for insurance hereunder and the insurance hereunder, if any, on each such Employee shall be automatically discontinued on May 31, 1967."

II. Effective June 1, 1967, by extending the meaning of the term "Employee" in Supplementary Agreement Form G.B.P.6325, attached to said Group Policy as a part thereof, to include certain employees of Manhattan Rubber Division at Neenah, Wisconsin.

III. Effective on the date applicable to his Division set forth in the following table as to each Employee on any such Division actively at work on such date and Employee employed subsequent to such applicable date, and effective on the date of his return to active work as to any such applicable date, by making the following changes, except that such change shall not apply to any period of hospital confinement commencing or any surgical operation performed prior to the date such changes become effective with respect to an Employee:

<u>Employees of</u>	<u>Table</u>	<u>Effective Date</u>
Raybestos Division	PLAINTIFF'S EXHIBIT MET-775	October 10, 1966
Manhattan Rubber Division Employees at Passaic, New Jersey, Employees who are not members of Manhattan Lodge 1679 International Association of Machinists		June 24, 1966
Employees who are members of Manhattan Lodge 1679 International Association of Machinists		September 29, 1966
Employees at Neenah, Wisconsin		June 1, 1967
General Asbestos and Rubber Division		February 13, 1967
United States Asbestos Division		June 1, 1967
Wabash Division		October 10, 1966

(1)

100-10145

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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>Employees 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	No Insurance	No Insurance	50.00	50.00
Employees of Mabash Division:				
Employees subject to the bargaining agreement with the Allied Industrial Workers of American Local #164 AFL-CIO	2,000.00	No Insurance	-----	43.00
All other Employees	4,000.00	No Insurance	-----	43.00
All other Employees	2,000.00	No Insurance	33.00	28.00"

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

"Applicable to all Employees except Employees of the United States Asbestos Division.--For all disabilities commencing on or after the Employee's 60th birthday and within any twelve consecutive months, a total of not more than twenty-six weeks benefits shall be paid in the case of an Employee employed in New York State or at Wabash Division and in the case of any other Employee, a total of not more than thirteen weeks benefits shall be paid."

C. 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</u> <u>Maximum Daily Benefit</u>	
	<u>Personal Insurance</u>	<u>Dependent Insurance (Each Dependent)</u>
Employees of United States Asbestos Division	\$24.00*	\$24.00*
All other Employees	14.00	14.00

*\$26.00 commencing on April 1, 1968 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."

D. By substituting for the sixth paragraph of Section 7, as amended, of said Supplementary Agreement Form G.B.F.6301, the following:

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 or 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 but prior to April 1, 1967	2,145.00	2,145.00
Employees retired on or subsequent to April 1, 1967 but prior to April 1, 1968	4,325.00 4.25	4,325.00
Employees retired on or subsequent to April 1, 1968	4,505.00 4.34	4,505.00

E. By substituting for the definition of the term "Employee" in Section 1 of said Supplementary Agreement Form G.B.F.6325, the following:

"The term 'Employee' means a full-time employee who is directly employed and compensated for services by the Manhattan Rubber Division, the General Asbestos and Rubber Division or the Raybestos Division of the Employer."

F. By substituting for the definition of the term "Dependent" in Section 1 of said Supplementary Agreement Form G.B.F.6325, the following:

"Applicable to Employees of Manhattan Rubber 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.

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.

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.

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 22nd 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 ceases to be a full-time student at an approved school, as determined by the Employer.
- (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).

If an Employee is insured hereunder on account of a child on the day immediately preceding such child's limiting age and if such child is then incapable of self-sustaining employment by reason of mental retardation or physical handicap and is chiefly dependent upon such Employee for support and maintenance, the requirement that the child be under his limiting age to qualify as a Dependent will not apply to such child while he remains so incapacitated and dependent upon the Employee, provided that, upon request from the Insurance Company, due proof of such incapacity and dependency and that such incapacity and dependency have been continuous since the child's attainment of such limiting age is submitted by the Employee to the Insurance Company and further provided the Employee makes any contribution required by the Employer on account of the insurance with respect to such child. The Insurance Company may require the Employee to furnish proof at any time that any such Dependent remains so incapacitated and dependent."

Applicable to Employees of General Asbestos and Rubber 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 stepchild 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.

If an Employee is insured hereunder on account of a child on the day immediately preceding such child's limiting age and if such child is then incapable of self-sustaining employment by reason of mental retardation or physical handicap and is chiefly dependent upon such Employee for support and maintenance, the requirement that the child be under his limiting age to qualify as a Dependent will not apply to such child while he remains so incapacitated and dependent upon the Employee, provided that, upon request from the Insurance Company, due proof of such incapacity and dependency and that such incapacity and dependency have been continuous since the child's attainment of such limiting age is submitted by the Employee to the Insurance Company and further provided the Employee makes any contribution required by the Employer on account of the insurance with respect to such child. The Insurance Company may require the Employee to furnish proof at any time that any such Dependent remains so incapacitated and dependent.

Applicable to Employees of Raybestos 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 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.

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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.

The term "child" includes any legally adopted child, any stepchild 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.

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 is no longer principally dependent upon the Employee for support.
- (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).

G. By substituting for the definition of the term "Dependent" in Section 1, as amended, of Supplementary Agreement Forms G.B.F.6303 and G.6391-I-P.&D., attached to said Group Policy as parts thereof, the following:

"The term 'Dependent' has the same meaning in this Supplementary Agreement as such term has in the applicable Hospital Expense Insurance provisions of the Group Policy."

H. By substituting for the Schedule of Insurance and Employees' Maximum Contributions in Section 6, as amended, of said Supplementary Agreement Form G.B.F.6325, the following:

AMENDMENT NO. 43

"SCHEDULE OF INSURANCE AND EMPLOYEES' MAXIMUM CONTRIBUTIONS"

<u>Class</u>	<u>Daily Benefit</u> <u>(Employee and Each Dependent)</u>
Employees of the Manhattan Rubber Division at Passaic, New Jersey	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 \$25 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 the Raybestos Division of the Manhattan Rubber Division at Neenah, Wisconsin	\$25
Employees of the General Asbestos and Rubber Division	22

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."

I. By substituting for "120c", as amended, appearing in item (1) in the first paragraph of Section 7 of said Supplementary Agreement Form G.B.F.6325, the following:

(1) 70 days in the case of an Employee of (a) General Asbestos and Rubber Division (b) Raybestos Division and (c) Manhattan Rubber Division employees at Neenah, Wisconsin, and (ii) 150 days in the case of any other Employee of Manhattan Rubber Division"

J. 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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**Special
Hospital Services**

Anesthetics (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 or treatment of the person confined

Maximum Payment

- (a) Applicable to Employees of General Asbestos and Rubber Division and their Dependents.--Twenty times the maximum Daily Benefit.
- (b) Applicable to Employees of Manhattan Rubber Division at Passaic, New Jersey and their Dependents.--\$400 plus 75% of the excess of the expenses charged for such services over \$400, but the Maximum payment not to exceed \$2,200.
- (c) Applicable to Employees of Manhattan Rubber Division at Neenah, Wisconsin and their Dependents.--Fifteen times the maximum Daily Benefit.
- (d) Applicable to Employees of Raybestos Division and their Dependents.--\$200 plus 75% of the excess of the expenses charged for such services over \$200, but the Maximum Total Payment not to exceed \$2000.

(3) Applicable to Employees of Manhattan Rubber Division.-- For Consultation Services, except staff consultations required by hospital rules or regulations, but only while the Employee or Dependent is a hospitalized bed-patient, for a condition requiring special skill or knowledge, as assistance in diagnosis or treatment to the physician in charge of the case. Payment shall be limited to \$50 for medical, surgical or obstetrical bedside consultation during each period of continuous hospitalization.

K. By substituting for the third, fourth, fifth and sixth paragraphs of Section 7, as amended, of said Supplementary Agreement Form G.B.F.6325, the following:

"Applicable to Employees of General Asbestos and Rubber Division and Dependents of such Employees.--For all hospital confinement which is caused by pregnancy or resulting childbirth or complications, the total of the payments for room and board and all Special Hospital Services combined shall not exceed \$330 provided, however that no payment of any kind shall be made for such hospital confinement if the pregnancy existed on the effective date of the Hospital Expense Insurance hereunder on account of the person so confined.

Applicable to Employees of Raybestos Division.--

For all hospital confinement of an Employee which is caused by pregnancy or resulting childbirth or complications the sum of the payments for Daily Benefits shall not exceed \$175 and the total of the payments for Special Hospital Services (including delivery room) shall not exceed \$100.

For all hospital confinement of a Dependent which is caused by pregnancy or resulting childbirth or complications, the total of the payments for room and board and all Special Hospital Services combined shall not exceed \$250.

AMENDMENT NO. 43

No payment of any kind shall be made for any hospital confinement caused by pregnancy or resulting childbirth or complications if the pregnancy existed on the effective date of the Hospital Expense Insurance on account of the person so confined.

Applicable to Employees of Manhattan Rubber Division employed in Passaic, New Jersey.

For all hospital confinement of an Employee caused by any one pregnancy or resulting childbirth or complications, the Daily Benefits shall not exceed \$140.00 and the sum of the payments on account of 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 hospital confinement if the pregnancy existed on the effective date of the Employee's Hospital Expense Insurance.

For all hospital confinement of a Dependent caused by any one pregnancy or resulting childbirth or complications, the total of payments for both Daily Benefit and all Special Hospital Services combined shall not exceed \$200.00 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 Employee's Hospital Expense Insurance on account of such Dependent.

Applicable to Employees of Manhattan Rubber Division at Neenah, Wisconsin.-

No payment of any kind shall be made for hospital confinement of an Employee or a Dependent which is caused by pregnancy or resulting childbirth or complications.

Applicable to Employees of Manhattan Rubber Division at Passaic, New Jersey retired on or subsequent to January 1, 1962.--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 unit in the table below.

Table

<u>Unit</u>	<u>Amount</u>	
	<u>Employee</u>	<u>Each Dependent</u>
Employees retired on or subsequent to January 1, 1962 but prior to December 23, 1963	\$5,180	\$5,180
Employees retired on or subsequent to December 23, 1963 but prior to July 1, 1966	5,740	5,740
Employees retired on or subsequent to July 1, 1966	8,250	8,250"

L. By substituting for item (1) of Section 6, as amended, of said Supplementary Agreement Form G.6391-I-P.&D., the following:

- "(1) The amount of such supplementary benefits shall not exceed the greater of
- (a) the applicable amount set forth in the schedule below times the number of days for which Hospital Expense Insurance Daily Benefits are paid for such hospital confinement, excluding any days on or after the day on which any surgical operation is performed for which surgical benefits are payable under the Group Policy and which are due to the bodily injury or disease which resulted in the operation, up to the applicable maximum set forth in said schedule, or
 - (b) the applicable amount set forth in the schedule below times the number of days for which Hospital Expense Insurance Daily Benefits are paid for such hospital confinement, up to the applicable maximum set forth in said schedule, less the amount of any surgical benefits payable under the Group Policy on account of a surgical operation performed during such period of hospital confinement."

M. By substituting for item (3), as amended, of Section 6 of said Supplementary Agreement Form G.6391-I-P.&D., the following:

- "(3) Applicable to (i) Employees of the United States Asbestos Division retired on or subsequent to January 1, 1960 (a) under the Pension Plan of the Employer or (b) at age 65 or older with at least 15 years or more of continuous service, and (ii) Employees of Manhattan Rubber Division at Passaic, New Jersey retired on or subsequent to January 1, 1962

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 unit in the table below.

Table

<u>Unit</u>	<u>Amount</u>	
	<u>Employee</u>	<u>Each Dependent</u>
Manhattan Rubber Division		
Employees retired on or subsequent to January 1, 1962 but prior to December 23, 1963	\$5,180.00	\$5,180.00
Employees retired on or subsequent to December 23, 1963 but prior to July 1, 1966	5,740.00	5,740.00
Employees retired on or subsequent to July 1, 1966	8,520.00	8,520.00
United States Asbestos Division		
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 but prior to April 1, 1967	2,145.00	2,145.00
Employees retired on or subsequent to April 1, 1967 but prior to April 1, 1968	4,325.00	4,325.00
Employees retired on or subsequent to April 1, 1968	4,505.00	4,505.00

B. By substituting for the Schedule of Benefits in Section 6 of said Supplementary Agreement Form G.6391-I-P.&D., the following:

AMENDMENT NO. 4.7

"Schedule of Benefits and Employees' Maximum Contributions"

<u>Class</u>	<u>Supplementary Hospital Benefits for Physicians' Attendance</u>	
	<u>Daily Benefit (Employee and each Dependent)</u>	<u>Maximum Daily Benefit (Employee and each Dependent)</u>
Employees of Manhattan Rubber Division at:		
Passaic, New Jersey	\$8.00	\$1200.00
Neenah, Wisconsin	5.00	350.00
Employees of General Asbestos and Rubber Division	5.00	350.00
Employees of Raybestos Division	4.00	280.00
Employees of United States Asbestos Division	4.00	280.00
All other Employees	4.00	124.00

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 amount of his insurance."

0. By substituting for the Schedule of Insurance and Employees' Maximum Contributions in Section 6, as amended, of said Supplementary Agreement Form G.S.F.6303, the following:

"SCHEDULE OF INSURANCE AND EMPLOYEES' MAXIMUM CONTRIBUTIONS"

<u>Class</u>	<u>Maximum Benefit</u>	
	<u>Personal Surgical Operation Insurance</u>	<u>Dependent Surgical Operation Insured (Each Dependent)</u>
Employees of the Manhattan Rubber Division at:		
Passaic, New Jersey	\$600.00	\$600.00
Neenah, Wisconsin	500.00	500.00
Employees of United States Asbestos Division	500.00	500.00
All other Employees	245.00	245.00

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<u>Unit</u>	<u>Amount</u>	
	<u>Employee</u>	<u>Each Dependent</u>
Manhattan Rubber Division		
Employees retired on or subsequent to January 1, 1962 but prior to December 23, 1963	\$5,180.00	\$5,180.00
Employees retired on or subsequent to December 23, 1963 but prior to July 1, 1966	5,740.00	5,740.00
Employees retired on or subsequent to July 1, 1966	8,250.00	8,250.00
United States Asbestos Division		
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 but prior to April 1, 1967	2,145.00	2,145.00
Employees retired on or subsequent to April 1, 1967 but prior to April 1, 1968	4,325.00	4,325.00
Employees retired on or subsequent to April 1, 1968	4,505.00	4,505.00

B. By adding to Section 9 the attached Sections 9 setting forth the schedules of surgical operations and maximum payments therefor based on a Maximum Surgical Operation Expense Benefit of (i) \$600 on account of certain Employees and Dependents and (ii) \$500 on account of certain other Employees and Dependents.

AMENDMENT NO. 43

8. By adding as a heading to Supplementary Agreement Form G.6552-16, attached to said Group Policy as a part thereof, the following:

"Applicable to Employees of United States Asbestos Division"

T. By substituting for the definition of the term "Dependent" in Supplementary Agreement Form G.8297, attached to said Group Policy as a part thereof, the following:

"The term 'Dependent' has the same meaning in this Supplementary Agreement as such term has in the applicable Health Expense Insurance provisions of the Group Policy."

U. By adding to said Group Policy as parts thereof the attached Supplementary Agreement Forms G.6552-16, G.8065-7, G.8297 and Endorsement Form G.9088-1.

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.

at Passaic, N.J. this 20th day of September 1968
Walter F. Aschew RAYSTOS-MANHATTAN, INC.
(Signature) (Company)

By W H White

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

at New York City this 15th day of October 1968

Metropolitan Life Insurance Company

Walter E. Holmbeck
 Secretary

Amendment No. 43

(16)