PLAINTIFF'S EXHIBIT

MET-778

METROPOLITAN LIFE INSURANCE COMPANY

May 29, 1940
rewritten

Group Policy No. 8577-G ..bearing date of December 1, 1956 and insuring the Employees of

RAYBESTOS-MANHATTAN, INC. is hereby amended
(Hereon called the Employer)

allows:

I. Effective June 25, 1968,

A. By substituting for paragraph "(C)" appearing in Section 2, as amended, on Page 2 of said Group Policy, the following:

"(C) Applicable to Employees of the Manhattan Rubber Division at Passaic, New Jersey.-- Each Employee eligible for insurance hereunder prior to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) is eligible for insurance hereunder in accordance with the provisions hereof as such provisions existed prior to that date. Each other Employee employed prior to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) shall be eligible for insurance hereunder on the day immediately following the date of completion of one month of continuous service. Each Employee employed on or subsequent to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) shall be eligible for insurance hereunder on the day immediately following the date of completion of three months of continuous service."

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

"(B) Applicable to Employees of the Manhattan Rubber Division at Passaic, New Jersey.-- Each Employee eligible for Personal Hospital Expense Insurance hereunder prior to June 25, 1968 (September 30, 1968 in the case of anEmployee who is a member of Manhattan Lodge 1679, International Association of Machinists) is eligible for Personal Hospital Expense Insurance hereunder in accordance with the provisions hereof as such provisions existed prior to that date. Each other Employee employed prior to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) shall be eligible for Personal Hospital Expense Insurance hereunder on the day immediately following the date of completion of one month of continuous service. Each Employee employed on or subsequent to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) shall be eligible for Personal Hospital Expense Insurance hereunder on the day immediately following the date of completion of three months of continuous service."

C. By substitutiting for paragraph "(C)" appearing in Section 2, as amended, of said Supplementary Agreement Form G.S.F.6303, the following:

"(C) Applicable to Employees of the Manhattan Rubber Division at Passaic, New Jersey.-- Each Employees eligible for Personal Surgical Operation Insurance hereunder prior to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) is eligible for Personal Surgical Operation Insurance hereunder in accordance with the provisions hereof as such provisions existed prior to that date. Each other Employee employed prior to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) shall be eligible for Personal Surgical Operation Insurance hereunder on the day immediately following the date of completion of one month of continuous service. Each Employee employed on or subsequent to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) shall be eligible for Personal Surgical Operation Insurance hereunder on the day immediately following the date of completion of three months of continuous service."

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Rev. 1931

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D. By substituting for paragraph "(C)" appearing in Section 2, as amended, of said Supplementary Agreement Form G.6391-I-P.&D., the following:

"(C) Applicable to Employees of the Manhattan Rubber Division at Passaic, New Jersey.-- Each Employee eligible for Personal Insurance hereunder prior to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) is eligible for Personal Insurance hereunder in accordance with the provisions hereof as such provisions existed prior to that date. Each other Employee employed prior to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) shall be eligible for Personal Insurance hereunder on the day immediately following the date of completion of one month of continuous service. Each Employee employed on or subsequent to June 25, 1968 (September 30, 1968 in the case of an Employee who is a member of Manhattan Lodge 1679, International Association of Machinists) shall be eligible for Personal Insurance hereunder on the day immediately following the date of completion of three months of continuous service."

II. Effective on the effective date applicable to his class as set forth in the following Table as to Employees actively at work on such applicable 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 effective date:

Table

Class	Date
Employees of Manhattan Rubber Division at Passaic, New Jersey	
(i) who are members of Manhattan Lodge 1679, International Association of Machinists	September 30, 1968
(ii) All other Employees	June 25, 1968
All other Employees	September 30, 1968

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

Class	Life Insurance	Insurance for Death or Dismemberment by Accidental Means	Accident and Health Insurance (Weekly Benefit)* Employees employed in New York State	Accident and Health Insurance (Weekly Benefit)* All other Employees
Employees of Manhattan Rubber Division				
Employees at Neenah, Wisconsin	$3,000.00	No Insurance	------	$55.00

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Schedule I. Basic Insurance - Continued

Class	Life Insurance	Insurance for Death or Dismemberment by Accidental Means	Accident and Health Insurance (Weekly Benefit)* Employees employed in New York State	Accident and Health Insurance (Weekly Benefit)* All other Employees
Employees at Passaic, New Jersey	$5,000.00	No Insurance	------	------
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
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*

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B. By substituting for the definition of the term "Dependent" applicable to Employees of Manhattan Rubber Division in Section 1, as amended, of said Supplementary Agreement Form G.B.P.6325, the following:

"Applicable to Employees of Manhattan Rubber Division at Passaic, New Jersey

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 22 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.

Any child 19 years of age or older who is not a full-time student.

Any child 19 years or older who is in full-time employment or who is covered under any other plan of hospital or surgical operation insurance (other than insurance on account of accident).

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.

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 all other 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 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 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 theEmployee 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."

C. 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:

"Schedule of Insurance and Employees' Maximum Contributions

Class	Daily Benefit (Employee and Each Dependent)
	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	$36.00*
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

*$38.00 commencing on June 25, 1969 provided the Employee is then actively at work, otherwise on the date of his return to active work.

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."

D. 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	Maximum Payment
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	(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.--$2,000.00 (c) Applicable to Employees of Manhattan Rubber Division at Neenah, Wisconsin and their Dependents.--$405.00 (d) Applicable to Employees of Raybestos Division and their Dependents.--$1,000.00"

E. By substituting for the fifth and sixth paragraphs (which paragraphs appear under the heading "Applicable to Employees of Manhattan Rubber employed in Passaic, New Jersey") of Section 7, as amended, of said Supplementary Agreement Form G.B.P.6325, the following:

"Applicable to Employees of Manhattan Rubber Division at 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 $180.00 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 $240.00** 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.

*$190.00 commencing on June 25, 1969 provided the pregnancy does not exist prior to that date.
**$250.00 commencing on June 25, 1969 provided the pregnancy does not exist prior to that date."

F. By deleting the seventh paragraph (which paragraph appears under the heading "Applicable to Employees of Manhattan Rubber Division at Passaic, New Jersey retired on or subsequent to January 1, 1962") of said Section 7 of said Supplementary Agreement Form G.B.P.6325.

G. 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 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.

The combined total payment of Hospital Expense Insurance benefit, 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

Unit	Amount Employee	Amount Each Dependent
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 seventh paragraph (which paragraph appears under the heading "Applicable to (i) Employees of the United States Asbestos Division retired on or subsequest 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.") of Section 7 of said Supplementary Agreement Form G.S.P.6303, the following:

"Applicable to 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.--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

Unit	Amount Employee	Amount Each Dependent
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"

I. By adding to said Group Policy, as parts thereof, the attached Supplementary Agreement Form G.8297 and Supplemental Rider Form G.9334.

J. By substituting for the table of Maximum Daily Benefit and Initial Monthly Premium rate appearing in Section B-1 of Group Supplemental Hospital Expense Insurance Rider Form G.9331, applicable to Employees of Manhattan Rubber Division at Passaic, New Jersey and Dependents of such Employees, the following:

"Class	Maximum Daily Benefit Employee	Maximum Daily Benefit or Dependent	Monthly Premium Rate as of June 25, 1968 Employee,	Dependent
All Employees	$36.00*	$36.00*		

*Increases to $38.00 on June 25, 1969 for Employees who are retired on and after that date.

K. By adding to the list of covered services in Section B-2 of said Rider Form G.9331, the following:

"4. Expenses for Blood Transfusions for the first three pints of blood"

L. By substituting for the definition of the term "Plan" in item (1) in subsection (A) of Endorsement Form G.9088-1, the following:

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"(1) 'Plan' means any plan providing benefits or services for or by reason of medical care or treatment, which benefits or services are provided by (i) any group, blanket, or franchise insurance plan, or any other plan covering individuals or members as a group; (ii) any group hospital service prepayment plan, group medical service prepayment plan, group practice, or other group prepayment coverage; (iii) any coverage under Governmental programs, or any coverage required or provided by any statute."

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.

ted at ..... this ..... day of ..... 19 .

RAYBESTOS-MANHATTAN, INC.

(Name)

By .....

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

ted at New York, N.Y. this 29th day of February 19 72

METROPOLITAN LIFE INSURANCE COMPANY,

(Signature)

Walter E. Hollenbeck
Secretary

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