

PHY 333

PLAINTIFF'S EXHIBIT

MET-950

METROPOLITAN LIFE INSURANCE COMPANY

May 27, 1940
revision

(Group Policy No. 8577-6 bearing date of December 1, 1956 and insuring the Employees of
KENTON-MAHATTAN, INC.
(Name added per Exemption)

rely amended as follows:

I. Effective November 30, 1956, by adding to said Group Policy, the following:

"Applicable to Employees of General Asbestos and Rubber Division.-
All Employees who are actively at work on December 1, 1956 and Employees employed subsequent to that date shall be excluded from eligibility for insurance hereunder and the insurance hereunder, if any, on all such Employees shall be automatically discontinued on November 30, 1956. Each Employee who is not actively at work on December 1, 1956 shall be excluded from eligibility for insurance hereunder and his insurance hereunder, if any, shall be automatically discontinued on the earlier of: (a) the thirtieth day following the date of his return to active work, provided he is actively at work on the next succeeding day; if not then actively at work, on the day immediately preceding the date of his subsequent return to active work, or (b) the day immediately preceding the effective date of his insurance hereunder subsequent to December 1, 1956."

II. Effective December 1, 1956, by substituting for the second paragraph of Section 2 on Page 2 of said Group Policy, the following:

"(B) Applicable to Employees of General Asbestos and Rubber Division.-
Each Employee who has completed three months of continuous service prior to December 1, 1956 is eligible for insurance hereunder on December 1, 1956. Each Employee who has not completed three months of continuous service prior to December 1, 1956 and each Employee employed subsequent to that date shall be eligible for insurance hereunder on the day immediately following the date of completion of three months of continuous service."

"(C) Applicable to all other Employees.-Each Employee who has completed three months of continuous service prior to December 1, 1956 is eligible for insurance hereunder on December 1, 1956. Each Employee who has not completed three months of continuous service prior to December 1, 1956 and each Employee employed subsequent to that date shall be eligible for insurance hereunder on the day immediately following the date of completion of three months of continuous service."

III. Effective December 1, 1956 as to Employees of General Asbestos and Rubber Division actively at work on that date and such Employees employed subsequent to that date, effective on the effective date of his insurance under said Group Policy subsequent to December 1, 1956, and effective December 1, 1956 as to all other Employees, by substituting for the schedule of amounts of insurance in the Schedule of Insurance and Employees' Maximum Contributions in Section 6 on Page 2a of said Group Policy, the following:

Amendment No. 46

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- 2 -

<u>"Class"</u>	<u>Life Insurance</u>	<u>Accident and Health Insurance (Weekly Benefit)*</u>
Employees of a class or unit specified in Schedule A hereof, except such Employees at Heenah, Wisconsin	\$4,000.00	\$28.00
Employees at Heenah, Wisconsin	3,000.00	28.00
Employees employed at Manheim, Pennsylvania with weekly earnings (as determined by the Employer) of:		
\$50.00 or more	2,000.00	35.00
Less than \$50.00	2,000.00	31.00
Employees of General Asbestos and Rubber Division	2,000.00	30.00
All other Employees	2,000.00	28.00*

It is understood and agreed that the foregoing amendment shall not become effective unless at least 75% of the total number of Employees eligible for insurance under said Group Policy on December 1, 1956 shall have made written request therefor in accordance with the Schedule as set forth above on or prior to that date.

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.

Witness my hand and seal this 7 day of June 1957
William H. Egan SECRETARY-TREASURER, INC.

By W. J. Bane
 (SPACE BELOW FOR USE OF METROPOLITAN LIFE INSURANCE COMPANY ONLY)
 at New York, N.Y. this 24 day of June 1957
W. J. Bane METROPOLITAN LIFE INSURANCE COMPANY.

AMENDMENT NO. 46

W. J. Bane
 Secretary

PM 4 DDD

-2-

<u>Class</u>	<u>Life Insurance</u>	<u>Accident and Health Insurance (Weekly Benefit)</u>
Employees of General Asbestos and Rubber Division	\$1,000.00	\$20.00
All other Employees	4,000.00	22.00

*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) Hoboken Division, or (iii) General Asbestos and Rubber Division retired on or subsequent to (i) October 25, 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 25, 1951, (ii) November 25, 1952, or (iii) January 1, 1953, respectively, shall be 50% of the amount for which such Employee was insured hereunder on the day immediately preceding the date of his retirement. The amount of Life Insurance as to any other retired Employee shall be the amount of Life Insurance in force on his account hereunder on the day immediately preceding the date of his retirement.

No retired Employee and no Employee of a class or unit specified in Schedule A hereof shall be required to contribute to the cost of the Life Insurance. The amount which any other Employee may contribute to the cost of the Life Insurance shall not exceed \$0.60 per month (\$0.14 per week in the case of any Employee who contributes weekly) per \$1,000 of Life Insurance and the amount which any Employee may contribute to the cost of the Accident and Health Insurance shall not exceed the premium charged for the amount of his Accident and Health Insurance, subject to such further limitation otherwise provided for Employees employed in the state of New York.

Each Employee whose Life Insurance hereunder is reduced because of his retirement, shall have the same privilege, on the date of such reduction with respect to the excess of,

- (a) the amount of Life Insurance for which such Employee was insured hereunder on the day immediately prior to the date of such reduction, over
- (b) the amount of Life Insurance for which such Employee may be insured hereunder on and after the date of such reduction

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

AMERICAN NO. 2.

PM4-EEE

METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 5577-5 bearing date of May 29, 1940 and insuring the Employees of

RAYSTON-SMITH, INC.
(Herein called the Employer)

is hereby amended as follows:

Effective February 1, 1956, by adding to Group Hospital Expense Insurance G.S.F. 6391 and G.S.F. 6392, attached to said Group Policy, the following Section:

"Section 14. PRIVILEGE OF OBTAINING AN INDIVIDUAL POLICY OF INSURANCE.-- In the event of the cessation of the Hospital Expense Insurance hereunder of an Employee of the Rayston-Smith Corporation because of discharge

the Employee may obtain from the Insurance Company, without furnishing evidence of insurability, an individual policy of Hospital Expense Insurance or Hospital Expense and Surgical Operation Insurance

subject to the following conditions and provisions:

- (1) Written application for such individual policy and the payment of the first premium therefor must be made to the Insurance Company at its Home Office or one of its Head Offices within thirty-one days after such cessation of insurance.
- (2) Such individual policy shall be effective on the day immediately following the date of such cessation of insurance.
- (3) Such individual policy shall be renewable at the option of the Insurance Company.
- (4) Such individual policy shall be upon one of the forms then being issued by the Insurance Company to Employees whose insurance hereunder has ceased as specified above and who apply for such individual policy pursuant to the provisions of this Section, which form shall specify the nature and extent of the coverage afforded, the person or persons covered, the initial premium payable, and all terms and conditions pertaining thereto."

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 Panama City this 2 day of Aug 19 56
Attest
(Witness) RAYSTON-SMITH, INC.
(Employer)

By W. J. Barrett

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

Dated at New York, N.Y. this 1st day of August 19 56
W. J. Barrett
(Registrar) W. J. Barrett
Secretary

Form G.8586
July 1954

AMENDMENT NO. 39

P44 FTT

METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 8577-G bearing date of May 29, 1940 and insuring the Employees of
RAYBESTOS - MANHATTAN, INC.
(Notion called 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 Employees 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:

<u>Class</u>	<u>Life Insurance</u>	<u>Accidental and Health Insurance (Weekly Benefit)*</u>
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

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METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 2577-4 bearing date of 12/22/40 and insuring the Employees.

METROPOLITAN LIFE INSURANCE COMPANY, INC. is hereby amended
as follows:

Effective January 1, 1949 as to Employees employed in New Jersey:

1. By adding to the said Group Policy as a part thereof Supplementary Agreement Form No. 5500.
2. By cancelling all the provisions in the said Group Policy applicable to Accident and Sickness Insurance and by substituting for the Schedule of Employee Contributions, the following:

Class	Maximum Amount Which the Employees May Contribute (1949)
Salaried Employees	\$2.52
Hourly employees	\$0.50

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.

Witness my hand and seal at Passaic, N. J. this 3rd day of January, 1949.
Secretary

METROPOLITAN LIFE INSURANCE COMPANY, INC.
By *[Signature]* President

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

Witness my hand and seal at New York, N. Y. this 13th day of May, 1949.

[Signature] Secretary
METROPOLITAN LIFE INSURANCE COMPANY.
[Signature] Secretary
RECEIVED NO. 11

Group Policy No. 12511-G bearing date of January 27, 1945 and insuring the Employees

MANHATTAN RUBBER DIVISION, INC.
(Name of the Employer)

is hereby amended

as follows:

I. Effective January 26, 1945 as to Employees of The Raybestos Division of the Employer and Employees of The Bridgeport Brake Company, Inc., by adding to said Group Policy, the following:

"All Employees who are actively at work on January 27, 1945 and Employees employed subsequent to that date shall be excluded from eligibility for insurance hereunder and the insurance hereunder, if any, on all such Employees shall be automatically discontinued on January 26, 1945. Any Employee who is not actively at work on January 27, 1945 shall be excluded from eligibility for insurance hereunder and his insurance hereunder, if any, shall be automatically discontinued on the earlier of: (a) the thirtieth day following the date of his return to active work, provided he is actively at work on the next succeeding day; if not then actively at work, on the day immediately preceding the date of his subsequent return to active work, or (b) the day immediately preceding the effective date of his insurance under Group Policy No. 12511-G, to be issued to the Employer with date of issue January 27, 1945."

II. Effective February 1, 1945 as to Employees of The Manhattan Rubber Division, by adding to said Group Policy, the following:

"All Employees who are actively at work on February 1, 1945 and Employees employed subsequent to that date shall be excluded from eligibility for insurance hereunder and the insurance hereunder, if any, on all such Employees shall be automatically discontinued on February 1, 1945. Any Employee who is not actively at work on February 1, 1945 shall be excluded from eligibility for insurance hereunder and his insurance hereunder, if any, shall be automatically discontinued on the earlier of: (a) the thirtieth day following the date of his return to active work, provided he is actively at work on the next succeeding day; if not then actively at work, on the day immediately preceding the date of his subsequent return to active work, or (b) the day immediately preceding the effective date of his insurance under this Policy subsequent to February 1, 1945."

III. Effective February 2, 1945 as to Employees of The Manhattan Rubber Division, by substituting for Section 2, as amended, on Page 2 of said Group Policy, the following:

"Section 2. ELIGIBILITY OF EMPLOYEES.-All Employees who have completed three months of continuous service on February 2, 1945 shall be eligible for insurance hereunder on February 2, 1945. Employees who have not completed three months of continuous service on February 2, 1945 and Employees employed subsequent to that date shall be eligible for insurance hereunder on the day immediately following the date of completion of three months of continuous service."

IV. Effective

(1) February 2, 1945 as to Employees of The Manhattan Rubber Division actively at work on that date and such Employees employed subsequent to that date, and effective on the effective date of his insurance under said Group Policy subsequent to February 2, 1945 as to any such Employees not actively at work on February 2, 1945,

(ii) January 27, 1946 as to Employees of the Raybestos Division of the Employer and Employees of the Bridgeport Brake Company, Inc. actively at work on that date and such Employees employed subsequent to that date, and effective on the day next following the date of his exclusion from eligibility in accordance with Part I above, as to any such Employee not actively at work on January 27, 1946, and

(iii) February 2, 1946 as to any other Employees,

A. By substituting for Section 1, as amended, on Page 2 of said Group Policy, the following:

"Section 1. DEFINITION OF THE WORD 'EMPLOYEE'—The word 'Employee' as used in this Policy means a full-time employee directly employed and compensated for services by The Manhattan Rubber Division, the United States Asbestos Division, or the General Asbestos and Rubber Division of the Employer."

B. 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:

<u>Class</u>	<u>Life Insurance</u>	<u>Accident and Health Insurance (Weekly Premium)</u>	<u>Maximum Amount Which the Employee May Contribute</u>
Employees of The Manhattan Rubber Division:			
Salaried Employees	\$1,000.00	No Insurance	0.24 semi-monthly
Hourly Employees	1,000.00	\$10.00	0.24 weekly
All other Employees	1,000.00	10.00	0.24 weekly "

C. By substituting the words "or decrease", "rate of change in the Employee's occupational class" and "day" for the typewritten symbols "x", as amended, appearing in the third line, sixth to ninth lines, and twelfth line, respectively, in said Section 6.

D. By substituting ", and" for the typewritten wording, as amended, after the word "disability" in item (1) of the first paragraph of subdivision (b) of Section 7 on Page 3 of said Group Policy.

E. By substituting for the third paragraph, as amended, of subdivision (B) of said Section 7, the following:

"For disability caused by any one pregnancy or resulting childbirth or complications, not more than six weeks' benefits shall be paid; provided, however, that no payment of any kind shall be made for such disability if the pregnancy existed on the effective date of the Employee's Accident and Health Insurance hereunder unless as to an Employee of The Manhattan Rubber Division such effective date is prior to March 5, 1948."

It is understood and agreed that the foregoing amendment shall not become effective unless at least 75% of the total number of Employees of The Manhattan Rubber Division eligible for insurance under said Group Policy on February 2, 1948 shall have made written request for insurance in accordance with the foregoing schedule on or prior to that date.

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The foregoing amendment is to be attached to and made part of said Group Policy, and is subject to the terms and covenants therein contained.

Dated at Passaic, New Jersey this twenty-third day of August, 1948.

Chas. P. Polk
(Name)
By Wm. D. [Signature]
RAYMOND C. WHITTIER, INC.
(Name)

(SPACE BELOW FOR USE OF METROPOLITAN LIFE INSURANCE COMPANY ONLY)
Dated at New York, N. Y. this thirty-first day of August, 1948.

[Signature]
METROPOLITAN LIFE INSURANCE COMPANY
James R. [Signature]
AMENDMENT NO. 10

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- 2 -

for which such Employee was insured hereunder on the day immediately preceding the date of his retirement. The amount of Life Insurance as to any other retired Employee shall be the amount of Life Insurance in force on his account hereunder on the day immediately preceding the date of his retirement.

No retired Employee and no Employee of a class or unit specified in Schedule A hereof shall be required to contribute to the cost of the Life Insurance. The amount which any other Employee may contribute to the cost of the Life Insurance shall not exceed \$0.60 per month (\$0.14 per week in the case of any Employee who contributes weekly) per \$1,000 of Life Insurance and the amount which any Employee may contribute to the cost of the Accident and Health Insurance shall not exceed the premium charged for the amount of his Accident and Health Insurance, subject to such further limitation otherwise provided for Employees employed in the State of New York.

Each Employee whose Life Insurance hereunder is reduced because of his retirement, shall have the same privilege, on the date of such reduction with respect to the excess of,

- (a) the amount of Life Insurance for which such Employee was insured hereunder on the day immediately prior to the date of such reduction, over
- (b) the amount of Life Insurance for which such Employee may be insured hereunder on and after the date of such reduction

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

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.

Witness my hand and seal this 1st day of June 1955
James H. Johnston SECRETARY - MANHATTAN, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of June 1955
P. H. Johnston METROPOLITAN LIFE INSURANCE COMPANY.

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AMENDMENT NO. 37

W. J. Baner
Secretary

METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 8577-2 bearing date of May 29, 1940 and insuring the Employees of

RAIBESTOS-MANHEIM, INC.

is hereby amended

as follows:

Effective May 1, 1954 as to Employees at Manheim, Pennsylvania actively at work on April 30, 1954 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 April 30, 1954 and effective May 1, 1954 as to all other Employees,

A. By substituting, for "date of change in the Employee's occupational class" appearing in the sixth through ninth lines in Section 6 on Page 2a of said Group Policy, the following:

"February 1st, May 1st, August 1st and November 1st of each year, based upon the Employee's earnings in each preceding calendar quarter as to Employees at Manheim, Pennsylvania, and in the case of any other Employee on the date of change in the Employee's occupational class"

B. By substituting for the Schedule of Insurance and Employees' Maximum Contributions, as annexed, in said Section 6, the following:

<u>"Class</u>	<u>Life Insurance</u>	<u>Accident and Health Insurance (Weekly Benefit)*</u>
Employees employed at Manheim, Pennsylvania with weekly earnings (as determined by the Employer) of:		
\$50.00 or more.....	\$2,000.00	\$35.00
Less than \$50.00.....	2,000.00	31.50
Employees of a class or unit specified in Schedule A hereof.....	3,000.00	28.00
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 Employee 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) Valmar Division or (iii) General Asbestos and Rubber Division retired on or subsequent to (i) October 15, 1951, (ii) September 22, 1952, or (iii) January 2, 1953, respectively, shall be \$1,000. The amount of Life Insurance as to any other retired Employee shall be the amount of Life Insurance in force on his account hereunder on the day immediately preceding the date of his retirement.

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- 2 -

No retired Employee and no Employee of a class or unit specified in Schedule A hereof shall be required to contribute to the cost of the Life Insurance. The amount which any other Employee may contribute to the cost of the Life Insurance shall not exceed \$0.00 per month (\$0.12 per week in the case of any Employee who contributes weekly) per \$1,000 of Life Insurance and the amount which any Employee may contribute to the cost of the Accident and Health Insurance shall not exceed the premium charged for the amount of his Accident and Health Insurance, subject to such further limitation otherwise provided for Employees employed in the State of New York.

Each Employee whose Life Insurance hereunder is reduced because of his retirement, shall have the same privilege, on the date of such reduction, with respect to the excess of,

- (a) the amount of Life Insurance for which such Employee was insured hereunder on the day immediately prior to the date of such reduction, over
- (b) the amount of Life Insurance for which such Employee may be insured hereunder on and after the date of such reduction

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

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 PASSIC, NEW JERSEY this THIRTIETH day of SEPTEMBER 1954

[Signature] PATENTOS-MARRATTIS, INC.

By *[Signature]*

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

Dated at New York, N. Y. this TWENTY-FOURth day of September 1954

METROPOLITAN LIFE INSURANCE COMPANY

[Signature] AMENDMENT NO. 36

[Signature]

44-38861-101
METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 9577-G bearing date of May 29, 1942 and insuring the Employees of
RAYTESTOS - MANHATTAN, INC. is hereby amended

as follows:

Effective,

- (i) as to Salaried Employees of Manhattan Rubber Division other than Employees on the Main Office Payroll, and as to all Employees at Neenah, Wisconsin, on January 5, 1954 as to such Employees 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 not actively at work on January 5, 1954,
- (ii) as to Employees subject to the Bargaining Agreement between Manhattan Rubber Division and Manhattan Rubber Workers Independent Union, Inc., on February 11, 1954 as to such Employees 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 not actively at work on February 11, 1954,
- (iii) as to Employees who are members of Manhattan Lodge 1679, International Association of Machinists, on April 1, 1954 as to such Employees 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 not actively at work on April 1, 1954, and
- (iv) January 5, 1954 as to all other Employees,

A. By adding to said Group Policy as a part thereof the attached Schedule A.

B. By adding immediately prior to Section 3 on Page 2 of said Group Policy, the following:

"Applicable to Employees of the units and classes specified in Schedule A hereof.- Notwithstanding anything in Section 3 hereof to the contrary, the Life Insurance hereunder on any Employee who was not insured hereunder on the date applicable to his unit or class as specified in Schedule A hereof shall become effective on the later of (a) the date applicable to his unit or class as specified in Schedule A hereof and (b) the date of his eligibility for such insurance hereunder, provided he is actively at work on such later date and if not then actively at work, on the date of his return to active work."

C. By adding immediately prior to Section 3 of Group Hospital Expense Insurance Supplementary Agreement Form G.S.F.6301, Group Surgical Operation Insurance Supplementary Agreement Form G.S.F.6303 and Supplementary Hospital Benefits for Physicians' Attendance Supplementary Agreement Form G.6392-I-P & D., attached to said Group Policy as parts thereof, the following:

"Applicable to Employees of the units and classes specified in Schedule A hereof.- Notwithstanding anything in Section 3 hereof to the contrary:

(a) The insurance hereunder on his own account of any Employee who was not so insured hereunder on the date applicable to his unit or class as specified in Schedule A, attached to said Group Policy as a part thereof, shall become effective on the later of (a) the date applicable to his unit or class as specified in said Schedule A and (b) the date of his eligibility for such insurance hereunder provided he is actively at work on such later date and if not then actively at work, on the date of his return to active work, and

(b) The insurance hereunder on account of his Dependents of any Employee who was not so insured on the date applicable to his unit or class as specified in said Schedule A shall become effective on the latest of (i) the date applicable to his unit or class as specified in said Schedule A, (ii) the date of his eligibility for such insurance hereunder or (iii) the effective date of the insurance hereunder on his own account."

D. 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:

<u>"Class</u>	<u>Life Insurance</u>	<u>Accident and Health Insurance (Weekly Benefit)*</u>
Employees of a class or unit specified in Schedule A hereof	\$3000.00	\$28.00
Employees of General Asbestos and Rubber Division	2000.00	20.00
All other Employees	2000.00	28.00

*No Accident and Health Insurance is provided hereunder for any Employee 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, (ii) September 22, 1952, or (iii) January 2, 1953, respectively, shall be \$1000. The amount of Life Insurance as to any other retired Employee shall be the amount of Life Insurance in force on his account hereunder on the day immediately preceding the date of his retirement.

No retired Employee and no Employee of a class or unit specified in Schedule A hereof shall be required to contribute to the cost of the Life Insurance. The amount which any other Employee may contribute to the cost of the Life Insurance shall not exceed \$0.60 per month (\$0.11 per week in the case of any Employee who contributes weekly) per \$1000 of Life Insurance and the amount which any Employee may contribute to the cost of the Accident and Health Insurance shall not exceed the premium charged for the amount of his Accident and Health Insurance, subject to such further limitation otherwise provided for Employees employed in the State of New York.

Each Employee whose Life Insurance hereunder is reduced because of his retirement, shall have the same privilege, on the date of such reduction, with respect to the excess of,

- (a) the amount of Life Insurance for which such Employee was insured hereunder on the day immediately prior to the date of such reduction, over
- (b) the amount of Life Insurance for which such Employee may be insured hereunder on and after the date of such reduction

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

AMENDMENT NO. 16

METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. **8077-G** bearing date of **May 29, 1940** and insuring the Employees of
RAYBESTOS-MANHATTAN, INC.
(Successor to the Insured) is hereby amended
as follows:

I. Effective February 1, 1951 by deleting Parts II, III and IV of the amendment on Form 5955-G dated at Passaic, N. J. on the 11th day of September 1951 and at New York, N. Y. on the second day of October 1951.

II. Effective February 1, 1951 as to the Accident and Health Insurance with respect to Employees employed in New York State, by substituting for Section 2, as amended, on Page 2 of said Group Policy, the following:

"Section 2. **ELIGIBILITY OF EMPLOYEES.**- All Employees who have completed three months of continuous service on February 1, 1951 are eligible for insurance hereunder on February 1, 1951. Employees who have not completed three months of continuous service on February 1, 1951 and Employees employed subsequent to that date shall be eligible for insurance hereunder on the day immediately following the date of completion of three months of continuous service.

For the purposes of determining effective dates of the Accident and Health Insurance in accordance with Section 3 hereof,

- (1) each Employee employed in New York State who is eligible for Accident and Health Insurance hereunder on February 1, 1951 shall be deemed to be actively at work on February 1, 1951 unless he is absent from work on February 1, 1951 because of a disability commencing prior to February 1, 1951, and
- (2) all Employees employed in New York State shall be deemed to have made written request for Accident and Health Insurance hereunder prior to the date of their eligibility therefor."

III. Effective January 24, 1951 as to Employees of the General Asbestos Division who are 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 Employee not actively at work on February 1, 1951, and effective February 1, 1951 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	Accident and Health Insurance (Weekly Benefit)	Maximum Amount Which the Employee May Contribute	
			Hourly Employees	Salaried Employees
Employees of the Manhattan Rubber Division:				
Hourly Employees at Mesmah, Wisconsin	\$1000.00	\$10.00	00.24 weekly	
All Employees employed in New York State	1000.00	28.00	0.13 weekly*	\$0.26 semi-monthly*
All other Employees	1000.00	No Insurance	0.13 weekly	0.26 semi-monthly
Employees of the United States Asbestos Division:				
Employed in New York State	1000.00	28.00	0.13 weekly*	0.13 weekly
Employed elsewhere	1000.00	21.00	0.16 weekly	0.16 weekly
Employees of the General As- bestos and Rubber Division				
	1000.00	20.00	0.15 weekly	0.15 weekly

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.

*plus contribution for Accident and Health Insurance of one-half of 1% of normal earnings to a maximum of \$0.30 weekly or \$0.65 semi-monthly."

IV. Effective February 1, 1951, by substituting for the fourth paragraph of Section 7, as amended, on Page 3 of said Group Policy, the following:

"For disability caused by any one pregnancy or resulting childbirth or complications, not more than six weeks' benefits shall be paid; provided, however, that no payment of any kind shall be made for such disability if the pregnancy existed on the effective date of the Employee's Accident and Health Insurance hereunder unless, in the case of an Employee employed in New York State, such effective date is prior to March 5, 1951."

V. Effective September 14, 1951, by deleting Part II of the amendment dated at Passaic on the seventh day of November 1951 and at New York, N. Y. on the fourteenth day of November 1951.

VI. Effective September 14, 1951, by adding the following classification, amounts of insurance, and Employee's Maximum Contribution to the Schedule of Insurance and Employee's Maximum Contributions, as amended, in said Section 6, the following:

Class	Life Insurance	Accident and Health Insurance (Weekly Benefits)	Maximum Amount Which The Employee May Contribute	
			Hourly Employees	Salaries Employees
Employees of the Nabash Division	\$1000.00	\$28.00	\$0.15 weekly	\$0.15 weekly

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.

Witness my hand and seal this 15th day of March 1952

Blaise A. Toranzo Cashier RAYBROS-METROPOLITAN, INC.

By W. W. Kent Comptroller

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

Witness my hand and seal this twenty-sixth day of March 1952

Eugene T. Fiorino METROPOLITAN LIFE INSURANCE COMPANY
AMENDMENT NO. 26 John R. Hume

PM 4 CCCC
METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 8577-G bearing date of May 29, 1940 and insuring the Employees of
RAYBESTOS-MANHATTAN, INC.
(Name and the Address)
 as follows: is hereby amended

I. Effective September 14, 1951, by extending the meaning of the word "Employee" to include certain employees of the Wabash Division of the Employer and by substituting for Section 1, as amended, on Page 2 of said Group Policy, the following:

"Section 1. DEFINITION OF THE WORD 'EMPLOYEE'. - The word 'Employee' as used in this Policy means a full-time employee directly employed and compensated for services by the Manhattan Rubber Division, the United States Asbestos Division, the General Asbestos and Rubber Division, or the Wabash Division of the Employer."

II. Effective September 14, 1951, 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:

<u>"Class"</u>	<u>Life Insurance</u>	<u>Accident and Health Insurance (Weekly Benefit)</u>	<u>Maximum Amount Which the Employee May Contribute</u>
Employees of the Manhattan Rubber Division:			
Employees employed in New York State:			
Salaried Employees.....	\$1000.00	\$25.00	\$0.26 semi-monthly
Hourly Employees.....	1000.00	25.00	0.13 weekly
Hourly Employees at Neenah, Wisconsin.....	1000.00	10.00	0.24 weekly
All other Employees of the Manhattan Rubber Division:			
Salaried Employees.....	1000.00	No Insurance	0.26 semi-monthly
Hourly Employees.....	1000.00	No Insurance	0.13 weekly
Employees of the United States Asbestos Division.....	1000.00	21.00	0.16 weekly
Employees of the General Asbestos and Rubber Division.....	1000.00	20.00	0.15 weekly
Employees of the Wabash Division..	1000.00	28.00	0.15 weekly

*Plus contribution for Accident and Health Insurance of $\frac{1}{2}$ of 1% of normal earnings to a maximum of \$0.30 weekly or \$0.65 monthly.

Note: Notwithstanding anything in Section 1 hereof to the contrary, no Employee employed in the State of New York shall be required to make written request in order to be insured hereunder for Accident and Health Insurance."

It is understood and agreed that:

1. Notwithstanding anything in said Group Policy to the contrary, all Employees of the Wabash Division who have completed three months of continuous service on September 14, 1951 shall be eligible for insurance under said Group Policy on September 14, 1951.
2. The foregoing amendment shall not become effective unless at least 75% of the total number of Employees at the Wabash Division eligible for insurance under said Group Policy on September 14, 1951 shall have made written request therefor in accordance with the schedule as set forth above on or prior to September 14, 1951.

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.

Witness my hand and seal this fourteenth day of November, 1951

John P. Goff
(Name)

METROPOLITAN LIFE INSURANCE COMPANY, INC.
(Company)

By William T. Hamner Controller

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

Witness my hand and seal this fourteenth day of November, 1951

William T. Hamner
(Name)

METROPOLITAN LIFE INSURANCE COMPANY,
(Company)

John P. Goff
(Signature)

AMENDMENT NO. 25

PMY EEEE

METROPOLITAN LIFE INSURANCE COMPANY

Effective January 22, 1951, Group Policy No. 2-77-1 bearing
date of _____ and insuring the Employees of _____

RAYLSTUS - MECHANICAL, INC.
(Herein called the Employer)

is hereby amended by substituting for "an individual policy of Life Insurance only," in
the tenth and eleventh lines of subsection 1 of Section 9, entitled "PRIVILEGE OF
OBTAINING AN INDIVIDUAL POLICY OF LIFE INSURANCE", of said Group Policy, the following:

"an individual policy of Life Insurance only, without Disability or
Accidental Means Death Benefits,".

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 11th day of September 19 51
[Signature] RAYLSTUS - MECHANICAL, INC.
(Witness) (Employer)

By [Signature] Ass't Treas.

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

Dated at New York, N.Y. this second day of October 19 51

METROPOLITAN LIFE INSURANCE COMPANY,

[Signature]
(Registrar)

[Signature]
Secretary

Form 1-5027
April 1949

AMENDMENT NO. 21

METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 8577-G bearing date of May 29, 1943 and insuring the Employees of
 RAIDFSTOS-MANHATTAN, INC.
 is hereby amended
 as follows:

I. Effective June 30, 1950,

A. By deleting from said Group Policy the amendment appearing on Form 5955-G dated at Passaic, New Jersey on June 6, 1950 and at New York, N. Y. on August 15, 1950.

B. By adding to said Group Policy, the following:

"All present and new Employees employed in New York State shall be excluded from eligibility for Accident and Health Insurance hereunder and the Accident and Health Insurance hereunder, if any, on all such Employees shall be automatically discontinued on June 30, 1950."

II. Effective February 1, 1951, by extending the meaning of the word "Employee" to include certain employees of The Manhattan Rubber Division employed in the State of New York.

III. Effective January 22, 1951 as to Employees of the General Asbestos Division who are 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 January 22, 1951, effective February 1, 1951 as to periods of disability commencing on or after that date in the case of an Employee employed in the State of New York, and effective January 22, 1951 as to any other Employee, 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:

<u>Class</u>	<u>Life Insurance</u>	<u>Accident and Health Insurance (Weekly Benefit)</u>	<u>Maximum Amount Which the Employee May Contribute</u>
Employees of the Manhattan Rubber Division employed in the State of New York:			
Salaried Employees.....	\$1000.00	\$28.00	\$0.26 semi-monthly *
Hourly Employees.....	1000.00	28.00	0.13 weekly *
Hourly Employees at Heenah, Wis.	1000.00	10.00	0.24 weekly
All other Employees of the Manhattan Rubber Division:			
Salaried Employees.....	1000.00	No Insurance	0.26 semi-monthly
Hourly Employees.....	1000.00	No Insurance	0.13 weekly
Employees of the United States Asbestos Division.....	1000.00	21.00	0.16 weekly
Employees of the General Asbestos and Rubber Division.....	1000.00	20.00	0.15 weekly

*plus contribution for Accident and Health Insurance of 1/2 of 1% of normal earnings to a maximum of \$0.30 weekly or \$0.45 semi-monthly

Notwithstanding anything in Section 3 hereof to the contrary, no Employee employed in the State of New York shall be required to make written request in order to be insured hereunder for Accident and Health Insurance."

IV. Effective February 1, 1951, by substituting for the fourth paragraph of Section 7, as amended, on Page 3 of said Group Policy, the following:

"For disability caused by any one pregnancy or resulting childbirth or complications, not more than six weeks' benefits shall be paid; provided, however, that no payment of any kind shall be made for such disability if the pregnancy existed on the effective date of the Employee's Accident and Health Insurance hereunder unless, in the case of an Employee of the Manhattan Rubber Division employed in New York State, such effective date is prior to March 5, 1951."

It is understood and agreed that notwithstanding anything in said Group Policy to the contrary, each Employee employed in the State of New York who has completed three months of continuous service on February 1, 1951 shall be eligible for insurance under said Group Policy on February 1, 1951.

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.

Witness my hand and seal this 11th day of September 1951.

Charles A. P. [Signature] MANHATTAN, INC.

By [Signature] Asst. Treas.

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

Witness my hand and seal this 22nd day of October 1951.

[Signature] METROPOLITAN LIFE INSURANCE COMPANY,

[Signature] [Signature]

EXHIBIT NO. 23