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METROPOLITAN LIFE INSURANCE COMPANY

PLAINTIFF'S EXHIBIT

MET-767

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

RAYBESTOS COMPANY, INC.
(herein called the Employer)

is hereby amended as follows:

I. Effective March 9, 1945 as to Employees of The Raybestos
Division of the Employer, by adding to said Group Policy, the following:

2
5-14-45
"Employees who are actively at work on March 9, 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 March 6, 1945. Any Employee who is not actively
at work on March 9, 1945 shall be excluded from eligibility for
insurance hereunder and his insurance hereunder, if any, shall
be automatically discontinued on 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,
he shall be excluded from eligibility for insurance hereunder
and his insurance hereunder, if any, shall be automatically
discontinued on the day immediately preceding the date of his
return to active work."

II. Effective March 9, 1945 as to Employees of The Raybestos
Division of the Employer, by substituting for Section 2, as amended,
appearing on Page 2 of said Group Policy, the following:

"Section 2. ELIGIBILITY OF EMPLOYEES.—Employees who
have completed three months of continuous service on March 9,
1945 and who are actively at work on that date shall be
eligible for insurance hereunder on March 9, 1945. Any
Employee who has completed three months of continuous service
on March 9, 1945 and who is not actively at work on that date
shall be eligible for insurance hereunder on the thirty-first
day following the date of his return to active work provided
he is actively at work on such thirty-first day; if not then
actively at work, he shall be eligible for insurance hereunder
on the date of his subsequent return to active work. Employees
who have not completed three months of continuous service on
March 9, 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."

Raybestos

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III. Effective March 9, 1945 as to Employees of The Raybestos Division of the Employer who are actively at work on that date and such Employees employed subsequent to that date; effective on the date of his eligibility in accordance with Part II of this Amendment as to any Employee of The Raybestos Division who is not actively at work on March 9, 1945

A. By inserting the words "or decrease" immediately after the word "increase" appearing in the third line of Section 6 of Page 1a of said Group Policy.

B. By inserting immediately after the words "on the" appearing in the sixth line of said Section 6, the following:

"date of change in the Employee's earnings class".

C. By inserting "day" immediately after the word "following" in the twelfth line of said Section 6.

D. By substituting for the schedule, as attached, appearing under the heading "Schedule of Insurance and Employees' Maximum Contributions", on Page 1a of said Group Policy, the following:

<u>"Class"</u>	<u>Life Insurance</u>	<u>Accident and Health Insurance (Weekly Benefit)</u>	<u>Maximum Amount Paid to Employee & May Contribute</u>
Employees of The Raybestos Division			
Employees with Weekly Earnings (Exclusive of Overtime) of:			
\$35.00 or more	No Insurance	\$21.00	\$0.20 weekly
20.00 but less than \$35.00	No Insurance	14.00	0.12 weekly
Less than \$20.00	No Insurance	10.50	0.10 weekly

IV. Effective March 9, 1945, by substituting "8577-G" for "8577-GLC" as the number of said Group Policy, it being understood and agreed that said Group Policy shall continue in full force and that the certificates issued thereunder shall have the same force and effect as if "8577-G" were designated as the Group Policy number in such certificates.

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 Raybestos Division of the Employer eligible for insurance under said Group Policy on March 9, 1945 shall have made written request for insurance in accordance with the schedule appearing in Part III of the foregoing amendment, 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.

Dated at Passaic, New Jersey this 10th day of May, 1945

Charles J. Gorman (Witness) RAYBESTON-UNITAR, INC. (Employer)

By John J. Gorman

Dated at New York this 10th day of May, 1945 Metropolitan Life Insurance Company,

For Metropolitan Life Insurance Company (Agent) J. P. Gorman ATTENDANT NO. 6

METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 8577-GL bearing date of June 23, 1945 and insuring the Employee:

James P. Gohar is hereby amended as follows:

Effective September 22, 1945, the certificate of insurance issued to the Employee under the Group Policy No. 8577-GL is amended to read as follows:

"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 unless such effective date is prior to September 24, 1944 in the case of Employees of the United States Assistant Division of the Employer, April 1, 1945 in the case of Employees of The Raybestos Division of the Employer, October 3, 1944 in the case of Employees of the General Electric and Rubber Division of the Employer, or November 15, 1944 in the case of Employees of The Manhattan Division of the Employer."

It is understood and agreed that the certificate designation "8661-GL" is the Group Policy number issued to Employees of The Assistant Division of the Employer insured under said Group Policy No. 8577-GL on June 23, 1945 and the certificate designation subsequent to June 23, 1945 and prior to January 1, 1946 shall have the same force and effect as if "8577-GL" were designated as the Group Policy number.

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 6th day of March, 1945

James P. Gohar
(Name)

By W. D. Jones
Secretary & Cashier

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

Dated at New York, N. Y. this sixteenth day of March, 1945

[Signature]
Secretary

METROPOLITAN LIFE INSURANCE COMPANY,

J. P. Buckley
Secretary

Form 612-1
Jan 1945
Revised 10-2-44

RECEIVED NO. 1

PM-V HHHHHH

MANHATTAN LIFE INSURANCE COMPANY

Group Policy No. 9577-GR bearing date of May 23, 1940 and insuring the Employees of

MANHATTAN RUBBER MFG. CO.
(Herein called the Employer)

is hereby amended as follows:

I. Effective June 23, 1944; June 27, 1944; and July 7, 1944, by extending the definition of the word "Employee" to include employees of the United States Asbestos Division; employees of The Raybestos Division; and employees of the General Asbestos and Rubber Division, of the Employer, respectively, and by substituting for Section 1 on Page 1 of said Group Policy, the following:

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

II. Effective June 23, 1944, by substituting for the schedule which appears under SCHEDULE OF INSURANCE AND EMPLOYEES' DEDUCTIONS CONTRIBUTIONS 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 Mfg. Division:				
Salaried Employees	\$1,000.00	No Insurance	\$.26	semi-monthly
Hourly Employees	1,000.00	\$10.00	.45	bi-weekly
Employees of The Raybestos Division--				
No Insurance		10.00	.10	weekly
All Other Employees	1,000.00	10.00	.25	weekly *

III. Effective June 29, 1944, by substituting for the typewriter "and" which appears in item (1) of the first paragraph of subdivision (B) of Section 7 on Page 3 of said Group Policy, as amended, the following:

"due to sickness as to Employees of The Raybestos Division of the Employer, or for the first seven days of disability as to all other Employees, and"

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IV. Effective June 23, 1944, by substituting for the third paragraph of subdivision (B) of said Section 7, the following:

"For disability caused by any one or more of the following conditions 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 preexisting condition existed on the effective date of the Employee's Accident and Health Insurance hereunder unless such effective date is prior to September 24, 1944 in the case of Employees of the United States Asbestos Division of the Employer, September 30, 1944 in the case of Employees of The Raybestos Division of the Employer, October 6, 1944 in the case of Employees of the General Asbestos and Rubber Division of the Employer, or October 18, 1944 in the case of Employees of the Manhattan Rubber Corp. Division of the Employer."

V. Effective July 1, 1945, by substituting for the typewritten wording which appears in the second and third lines of the second paragraph of Section 17 on Page 5 of said Group Policy, the following:

"on the twenty-ninth day of each calendar month to and including June 29, 1945 on June 29, 1945, and on the first day of each calendar month."

VI. Effective July 1, 1945, by substituting for the typewritten date which appears in the third line of Section 20 on Page 6 of said Group Policy, the following:

"July 1, 1945"

It is understood and agreed that:

1. Notwithstanding anything in said Group Policy to the contrary,

- A. Employees of the United States Asbestos Division of the Employer who have completed three months of continuous service on June 23, 1944 and who are actively at work on that date shall be eligible for insurance under said Group Policy on June 23, 1944; any such Employee who has completed three months of continuous service on June 23, 1944 but who is not actively at work on that date shall be eligible for insurance under said Group Policy on the thirty-first day following the date of his return to active work;
- B. Employees of The Raybestos Division of the Employer who have completed three months of continuous service on June 29, 1944 shall be eligible for insurance under said Group Policy on June 29, 1944;
- C. Employees of the General Asbestos and Rubber Division of the Employer who have completed three months of continuous service on July 7, 1944 and who are actively at work on that date shall be eligible for insurance under said Group Policy on July 7, 1944; any such Employee who has completed three months of continuous service on July 7, 1944 but who is not actively at work on that date shall be eligible for insurance under said Group Policy on the thirty-first day following the date of his return to active work.

2. For the purpose of determining effective date of insurance under said Group Policy, written requests for insurance made by Employees of the Asbestos Division of the Employer who were insured on June 17, 1944 under Group Policy No. 2666-CH, issued to the Employer with date of issue October 23, 1940, shall be deemed to be written requests for insurance under said Group Policy No. 8577-GLH and such Employees shall be deemed to be actively at work on June 27, 1944.
3. The foregoing amendment shall not become effective unless
 - A. At least 75% of the total number of Employees of the United States Asbestos Division of the Employer who are eligible for insurance under said Group Policy on June 23, 1944 shall have made written request therefor on or prior to June 23, 1944;
 - B. At least 75% of the total number of Employees of the General Asbestos and Rubber Division of the Employer who are eligible for insurance under said Group Policy on July 7, 1944 shall have made written request therefor on or prior to July 7, 1944.

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 Pasadena this 10th day of September, 1944

Elmer J. Gorman
(Witness)

INTERPOLITAN LIFE INSURANCE CO.
(Employer)

By J. P. Bradley

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

Dated at New York, N.Y. this eleventh day of August, 1944

Hamilton
(Registrar)

INTERPOLITAN LIFE INSURANCE COMPANY

J. P. Bradley
(Secretary)

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AMENDMENT NO. 4 C

PM-4 KKKKK

METROPOLITAN LIFE INSURANCE COMPANY

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

PAYESTON-MINNEAPOLIS, INC.
(Herein called the Employer)

is hereby amended as follows:

Effect - June 23, 1944, by adding to Section 19 on Page 6
thereof, the following:

16-17-44
"It is understood and agreed that the financial
experience under this Policy shall be combined with the
financial experience under Group Policy No. 8577-GLH and No.
9677-G issued to the Employer with PAYESTON-MINNEAPOLIS, INC.
July 29, 1940, for the purpose of determining any divisible surplus hereunder
and under said Group Policy."

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 this 30th day of September, 1944

John D. Golan
(Witness)

PAYESTON-MINNEAPOLIS, INC.
(Employer)

BY

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

Dated at New York, N.Y. this sixteenth day of November, 1944

Alma Schmitt
(Registrar)

METROPOLITAN LIFE INSURANCE COMPANY,

J. P. Bradley
Secretary

Form 10-220
March 1941

AMENDMENT NO. 2

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METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 8577-GLH bearing date of May 23, 1940 and insuring the Employees

RAYMONDSON-MANHATTAN, INC.

as follows:

is hereby amended

Effective August 1, 1941 by substituting for Section 2 appearing on Page 2 thereof, the following:

"Section 2. ELIGIBILITY OF EMPLOYEES.- All Employees employed on or prior to the date of issue of this Policy are eligible for insurance hereunder on the date of issue of this Policy. Employees employed subsequent to the date of issue of this Policy shall be eligible for insurance hereunder on the day immediately following the date of completion of three months of continuous service, subject to the provision that continuous service as an Employee as defined in Group Policy No. 6663-GLH or Group Policy No. 6663-GH, issued to the Employer with date of issue July 3, 1933 and October 23, 1940 respectively, shall be deemed to be continuous service, to a maximum of two months, with the Employer."

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, N. J. this 18th day of September, 1941

Chas. J. G. Kane
(Signature)

RAYMONDSON-MANHATTAN, INC.

By J. P. Buell
(Signature)

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

Dated at NEW YORK, NEW YORK this eighteenth day of September, 1941

[Signature]
(Signature)

METROPOLITAN LIFE INSURANCE COMPANY,

J. P. Buell
(Signature)

Form 6663-GLH
1-10-40
Revised 10-1-40

AMENDMENT NO. 2

RM-4 M M M M M
METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 777 777 bearing date of 20. 1940 and insuring the Employee
JAN. 1945 - 1. 1946 is hereby amended
(Must name the Employee)
as follows:

SECTION #1

Effective October 25, 1940, by adding to said policy the following:

"The financial experience under Group Policy No. 123456 issued to the Employer with date of issue October 25, 1940, shall be combined with the financial experience hereunder for the purpose of determining any divisible surplus under said Policies."

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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, N. J. this 17th day of December 1940

A. J. G. By [Signature]
(Agent) (Agent)

SPACE BELOW FOR USE OF METROPOLITAN LIFE INSURANCE COMPANY ONLY

Dated at NEW YORK, N. Y. this third day of JANUARY 1941

18 [Signature] METROPOLITAN LIFE INSURANCE COMPANY
(Agent)

Form 100-10
Rev. 10-30
Printed in U.S.A.

J. P. [Signature]

PM-4 0000
METROPOLITAN LIFE INSURANCE COMPANY

Group Policy No. 8577-1 bearing date of NOV 29, 1949 and insuring the Employees of

RAYBISTOS - MANHATTAN, INC.

is hereby amended

as follows:

Effective January 1, 1949, by substituting for the Schedule of Employee Contributions in Part 2 of the Amendment dated January 3, 1949 at Passaic, New Jersey and May 3, 1949 at New York, New York, the following:

<u>Class</u>	<u>Maximum Amount Which the Employee May Contribute</u>
Salaried Employees	\$0.26 semi-monthly
Hourly Employees	0.13 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 at Passaic, N. J. this 30th day of SEPTEMBER 1949

Raybistos - Manhattan, Inc. RAYBISTOS - MANHATTAN, INC.

By [Signature] Treasurer

(SPACE BELOW FOR USE OF METROPOLITAN LIFE INSURANCE COMPANY ONLY)
Witness my hand and seal at New York, New York this fourteenth day of October 1949

[Signature] METROPOLITAN LIFE INSURANCE COMPANY,
[Signature]

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AMENDMENT NO. 22

17M-7 WWWW
METRO LITAN LIFE INSURANCE CO. PAANY

Group Policy No. 2577-99 bearing date of 12/22/49 and insuring the Employees

PAID TO THE BENEFIT OF THE EMPLOYEES

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 S.L. 9500.
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 Employee May Contribute (1949)
Salaried Employees	\$5.00
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

W. W. Hunt
Secretary

By *W. W. Hunt*
President of

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

Witness my hand and seal at New York, N. Y. this 3rd day of May 1949

W. W. Hunt
Secretary

METROPOLITAN LIFE INSURANCE COMPANY.

By *James R. Hunt*
Secretary

RECEIVED NO. 11