

COMPLAINT

NOW COME Plaintiffs, Westinghouse Electric Corporation and Thermo King Corporation, by and through their attorneys, Kirkpatrick & Lockhart of Pittsburgh, Pennsylvania and Lowenstein, Sandler, Kohl, Fisher & Boylan of Roseland, New Jersey, and file the within Complaint, alleging as follows:

Identity of Parties and Jurisdiction

1. Plaintiff Westinghouse Electric Corporation ("Westinghouse"), is a Pennsylvania corporation with its principal place of business in the County of Allegheny, Commonwealth of Pennsylvania.
2. Plaintiff Thermo King Corporation ("Thermo King"), is a Delaware corporation with its principal place of business at 314 West 90th Street, Minneapolis, Minnesota 55420.
3. Defendant Liberty Mutual Insurance Company is a Massachusetts corporation, authorized to do business in New Jersey, with its principal place of business at 175 Berkeley Street, Boston, Massachusetts 02117.
4. Defendant The Aetna Casualty and Surety Company is a Connecticut corporation, authorized to do business in New Jersey, with its principal place of business at 151 Farmington Avenue, Hartford, Connecticut 06156.

5. Defendant AIU Insurance Company is a New York corporation, authorized to do business in New Jersey, with its principal place of business at 70 Pine Street, New York, New York 10270.

6. Defendant Allianz Insurance Company is a California corporation, authorized to do business in New Jersey, with its principal place of business at 6435 Wilshire Boulevard, Los Angeles, California 90048.

7. Defendant Allianz Underwriters, Inc. is a California corporation, authorized to do business in New Jersey, with its principal place of business at 6435 Wilshire Boulevard, Los Angeles, California 90048.

8. Defendant Allstate Insurance Company, as successor-in-interest to Northbrook Excess and Surplus Insurance Company (formerly known as Northbrook Insurance Company), is an Illinois corporation, authorized to do business in New Jersey, with its principal place of business at Allstate Plaza, Northbrook, Illinois 60062.

9. Defendant American Centennial Insurance Company is a Delaware corporation, authorized to do business in New Jersey, with its principal place of business at 400 Beneficial Center, Peapack, New Jersey 07977.

10. Defendant American Home Assurance Company is a New York corporation, authorized to do business in New Jersey, with

its principal place of business at 70 Pine Street, New York, New York 10270.

11. Defendant The American Insurance Company is a New Jersey corporation, with its principal place of business at 777 San Marin Drive, Novato, California 94998.

12. Defendant Appalachian Insurance Company of Providence is a Rhode Island corporation, authorized to do business in New Jersey, with its principal place of business at Allendale Park, P. O. Box 7500, Johnstown, Rhode Island 02919.

13. Defendant Argonaut Northwest Insurance Company is an Idaho corporation, authorized to do business in New Jersey, with its principal place of business at 250 Middlefield Road, Menlo Park, California 94025.

14. Defendant Atlanta International Insurance Company, successor to The Drake Insurance Company of New York by change of name, is a New York corporation, authorized to do business in New Jersey, with its principal place of business at 1700-A Commerce Drive N.W., Suite 100, Atlanta, Georgia 30318.

15. Defendant Birmingham Fire Insurance Company of Pennsylvania is a Pennsylvania corporation, authorized to do business in New Jersey, with its principal place of business at 70 Pine Street, New York, New York 10270.

16. Defendant CNA Reinsurance of London Limited is an Illinois corporation with its principal place of business at CNA Plaza, Chicago, Illinois 60685.

17. Defendant California Union Insurance Company is a California corporation, authorized to do business in New Jersey, with its principal place of business at 3700 Wilshire Boulevard, Los Angeles, California 90010.

18. Defendant The Central National Insurance Company of Omaha, Nebraska is a Nebraska corporation, authorized to do business in New Jersey, with its principal place of business at 105 South 17th Street, Omaha, Nebraska 68102.

19. Defendant Columbia Casualty Company is an Illinois corporation, authorized to do business in New Jersey, with its principal place of business at CNA Plaza, Chicago, Illinois 60685.

20. Defendant Employers Insurance of Wausau, successor to Employers Mutual Liability Insurance Company of Wisconsin by change of name, is a Wisconsin corporation, authorized to do business in New Jersey, with its principal place of business at 2000 Westwood Drive, Wausau, Wisconsin 54401.

21. Defendant Employers Mutual Casualty Company is an Iowa corporation with its principal place of business at 717 Mulberry Street, Des Moines, Iowa 50309-3872.

22. Defendant Federal Insurance Company is a New Jersey corporation with its principal place of business at 15 Mountain View Road, P.O. Box 1615, Warren, New Jersey 07061-1615.

23. Defendant Fireman's Fund Insurance Company is a California corporation, authorized to do business in New Jersey, with its principal place of business at 777 San Marin Drive, Novato, California 94998.

24. Defendant First State Insurance Company is a Delaware corporation with its principal place of business at 60 Battery March Street, Boston, Massachusetts 02110.

25. Defendant General Reinsurance Corporation is a Delaware corporation, authorized to do business in New Jersey, with its principal place of business at 695 East Main Street, P. O. Box 10350, Stanford, Connecticut 06904-2350.

26. Defendant Gibraltar Casualty Company is a Delaware corporation, authorized to do business in New Jersey, with its principal place of business at 100 Mulberry Street, Newark, New Jersey 07101.

27. Defendant Granite State Insurance Company is a New Hampshire corporation, authorized to do business in New Jersey, with its principal place of business at 1750 Elm Street, P. O. Box 960, Manchester, New Hampshire 03107.

28. Defendant Great American Surplus Lines Insurance Company is a Delaware corporation, authorized to do business in New Jersey, with its principal place of business at 515 Main Street, Cincinnati, Ohio 45201-5370.

29. Defendant Hanover Insurance Company is a New Hampshire corporation, authorized to do business in New Jersey, with its principal place of business at 100 North Parkway, Worcester, Massachusetts 01605.

30. Defendant Harbor Insurance Company is a California corporation, authorized to do business in New Jersey, with its principal place of business at 4201 Wilshire Boulevard, Los Angeles, California 90010.

31. Defendant Hartford Accident and Indemnity Company is a Connecticut corporation, authorized to do business in New Jersey, with its principal place of business at Hartford Plaza, Hartford, Connecticut 06115.

32. Defendant Highlands Insurance Company is a Texas corporation, authorized to do business in New Jersey, with its principal place of business at 600 Jefferson Street, Houston, Texas 77020-8392.

33. Defendant The Home Insurance Company is a New Hampshire corporation, authorized to do business in New Jersey, with its principal place of business at 59 Maiden Lane, New York, New York 10038.

34. Defendant Insurance Company of North America is a Pennsylvania corporation, authorized to do business in New Jersey, with its principal place of business at 1600 Arch Street, Philadelphia, Pennsylvania 19103.

35. Defendant The Insurance Company of the State of Pennsylvania is a Pennsylvania corporation, authorized to do business in New Jersey, with its principal place of business at 70 Pine Street, New York, New York 10270.

36. Defendant Landmark Insurance Company is a California corporation with its principal place of business at 3699 Wilshire Boulevard, Los Angeles, California 90010.

37. Defendant Lexington Insurance Company is a Delaware corporation, authorized to do business in New Jersey, with its principal place of business at 100 Summer Street, Boston, Massachusetts 02110.

38. Defendant Lumbermens Mutual Casualty Company is an Illinois corporation, authorized to do business in New Jersey, with its principal place of business at Long Grove, Illinois 60049.

39. Defendant The Mercantile and General Reinsurance Company Limited is a New York corporation, authorized to do business in New Jersey, with its principal place of business at 310 Madison Avenue, CN 1930, Morristown, New Jersey 07960.

40. Defendant Mutual Fire, Marine and Inland Co. is a Pennsylvania corporation with its principal place of business at 1760 Market Street, Philadelphia, Pennsylvania 19103.

41. Defendant The National Casualty Company is a Michigan corporation, authorized to do business in New Jersey, with its principal place of business at 4242 Lindell Boulevard, St. Louis, MO 63108.

42. Defendant National Continental Insurance Company, successor to American Star Insurance Company by change of name, is a New York corporation, authorized to do business in New Jersey, with its principal place of business at 6300 Wilson Mills Road, Mayfield Village, Ohio 44143.

43. Defendant National Union Fire Insurance Company of Pittsburgh, PA is a New Jersey corporation with its principal place of business at 70 Pine Street, New York, New York 10270.

44. Defendant Nationwide General Insurance Company is an Ohio corporation, authorized to do business in New Jersey, with its principal place of business at One Nationwide Plaza, Columbus, Ohio 43216.

45. Defendant North Star Reinsurance Corporation is a Delaware corporation, authorized to do business in New Jersey, with its principal place of business at Ten Stamford Forum, P. O. Box 10009, Stamford, Connecticut 06904.

46. Defendant Northwestern National Insurance Company of Milwaukee is a Wisconsin corporation, authorized to do business in New Jersey, with its principal place of business at 731 N. Jackson Street, Milwaukee, Wisconsin 53202.

47. Defendant Old Republic Insurance Company is a Pennsylvania corporation, authorized to do business in New Jersey, with its principal place of business at 414 West Pittsburgh Street, P. O. Box 789, Greensburg, Pennsylvania 15601.

48. Defendant Prudential Reinsurance Company is a Delaware corporation, authorized to do business in New Jersey, with its principal place of business at 100 Mulberry Street, Newark, New Jersey 07102.

49. Defendant Puritan Insurance Company, successor to The Manhattan Fire and Marine Insurance Company by change of name, is a Connecticut corporation, authorized to do business in New Jersey, with its principal place of business at 5200 Metcalf, P. O. Box 2979, Overland Park, Kansas 66201.

50. Defendant Ranger Insurance Company is a Delaware corporation, authorized to do business in New Jersey, with its principal place of business at P.O. Box 2807, Houston, Texas 77252-2807.

51. Defendant Royal Exchange Assurance of America, Inc. is a New York corporation, authorized to do business in New

Jersey, with its principal place of business at 4 World Trade Center, New York, New York 10048.

52. Defendant Southern American Insurance Company is a Tennessee corporation, authorized to do business in New Jersey, with its principal place of business at 5350 Poplar Avenue, Memphis, Tennessee 38117.

53. Defendant Stonewall Insurance Company is an Alabama corporation with its principal place of business at P.O. Box C-189, Birmingham, Alabama 35283.

54. Defendant Unigard Security Insurance Company, as successor-in-interest to Unigard Mutual Insurance Company, is a Washington corporation with its principal place of business at 1215 Fourth Avenue, Seattle, Washington 98161-1096.

55. Defendant Zurich American Insurance Company of Illinois is an Illinois corporation with its principal place of business at 231 North Martingale Road, Schaumburg, Illinois 60196-9970.

56. Defendant Zurich Insurance Company is a New York corporation, authorized to do business in New Jersey, with its principal place of business at 231 Martingdale Road, Schaumburg, Illinois 60196-9970.

57. Defendants Underwriters at Lloyd's, London and
Accident and Casualty Insurance Company of Winterthur;
Agrippina Versicherungs Aktiengesellschaft;
Alba General Insurance Company Limited;
Allianz International Insurance Company, Limited;
Andrew Weir Insurance Company, Limited;
Anglo-French Insurance Company Limited;
Assurance Compagniet Baltica Aktieselskab;
Aviabel;
Aviafrance;
Aviation and General Insurance Company, Limited;
The Baloise Fire Insurance Company Limited;
Bellefonte Insurance Company;
Bermuda Fire & Marine Insurance Company, Ltd.;
Bishopsgate Insurance Company Limited;
The British Aviation Insurance Company Limited;
British Law Insurance Co. Ltd.;
British National Life Insurance Society Limited;
British Northwestern Insurance Company Limited;
British Traders Ins. Co. Ltd.;
Brittania Arrow Holdings, Ltd. as successor-in-interest
to Slater, Walker Insurance Company Limited;
Compagnie Belge D'Assurances Aviation, S.A.;
Compagnie D'Assurances Maritimes Aeriennes Et Terrestres
Societe Anonyme;
Cornhill Insurance Company Limited;
Delta-Lloyd Non-Life Insurance Company Limited;

The Dominion Insurance Company Limited;
 The Drake Insurance Company, Limited;
 Eagle Star Insurance Company of Canada;
 Eagle Star Insurance Co. Ltd.;
 Economic Insurance Co. Ltd. 'Norwich';
 Edinburgh Assurance Co. Ltd.;
 English and American Insurance Company Limited;
 European General Reinsurance Company of Zurich;
 Excess Insurance Company Limited;
 F. M. Insurance Company Limited;
 The Federal Insurance Company Limited;
 Fidelidade Insurance Company of Lisbon;
 Folksam International Insurance Company (U.K.) Limited;
 General Accident Fire & Life Assurance Corp. Ltd.;
 General Insurance Company Helvetia, Limited, St. Gall;
 Guardian Royal Exchange Assce. Ltd.;
 Guildhall Insurance Company Limited;
 Helvetia-Accident Swiss Insurance Company;
 The Hibernian Fire and General Insurance Company, Limited;
 Insurance Corporation of Ireland Ltd.;
 Interlloyd Insurance Company;
 The Israel Insurance Company Limited;
 La Concorde (Compagnie d'Assurance Contre Les Risques de
 Toute Nature), S.A.;

London & Edinburgh General Insurance Company Limited;
London & Hull Maritime Insurance Co. Ltd.;
The London & Overseas Insurance Company Limited;
Mentor Insurance Company, Limited;
Minster Insurance Company Limited;
Motor Union Insurance Co. Ltd.;
Motor Union Insce Socty Ltd.;
Mutual Reinsurance Company, Limited;
National Casualty Company of America Limited;
The New India Assurance Company Limited;
North Atlantic Insurance Company Limited;
The Oriental Fire and General Insurance Company, Limited;
The Orion Insurance Company Limited;
Pacific and General Insurance Company Limited;
Phoenix Assurance Company, Limited;
Pine Top Insurance Co., Ltd.;
Provincial Insurance Co. Ltd.;
Reliance Marine Insurance Co. Ltd.;
River Thames Insurance Company Limited;
Scottish Lion Insurance Co. Ltd.;
Skandia Insurance Company Ltd.;
Sovereign Marine & General Insurance Company Limited;
Sphere Insurance Company Limited;
St. Helen's Insurance Company Limited;
St. Katherine Insurance Company Limited;
Storebrand Insurance Company (U.K.) Limited;

Stronghold Insurance Company Limited;
Swiss National Insurance Company Limited, Basle;
Swiss Union General Insurance Company Limited;
The Taisho Marine & Fire Insurance Company (U.K.) Limited;
Terra Nova Insurance Company Limited;
The Threadneedle Insurance Co. Ltd.;
The Tokio Marine & Fire Insurance Company (U.K.) Limited;
The Trident Insurance Company;
Turegum Insurance Company;
Unionamerica Insurance Company Limited;
The Victoria Insurance Company Limited;
The Victory Insurance Company Limited;
Walbrook Insurance Company Limited;
Winterthur Swiss Insurance Company;
The World Auxiliary Insurance Corporation Limited;
Yasuda Fire and Marine Insurance Company (U.K.) Ltd.;

and other insurance companies at London, England, are corporations or other business entities existing under one of the United States or some sovereign power or are individual underwriters at Lloyd's, London, each of which has consented to the jurisdiction of this Court and has designated Messrs. Mendes and Mount, 3 Park Avenue, New York, New York 10016, as its agent for purposes of receiving service of process issued by this Court. Such defendants will hereinafter collectively be referred to as "Lloyd's Entities."

58. The Court has jurisdiction over this action because each named Defendant, in addition to being authorized to do business

in the State of New Jersey, within the time period relevant to the causes of action stated herein, has transacted business within New Jersey by, inter alia, doing a series of acts in New Jersey for the purpose thereby of realizing pecuniary benefit; contracting to supply services in New Jersey; and contracting to insure persons, property or risks located within New Jersey.

59. At all times material hereto, Westinghouse has owned and operated two facilities in New Jersey, the Hillside facility in Union County and the Bloomfield facility in Essex County, that are the subjects of investigations pursuant to the New Jersey Environmental Clean-Up Responsibility Act ("ECRA"). In addition, the United States Environmental Protection Agency (the "EPA") has identified Westinghouse as a "potentially responsible party" in connection with the investigation and cleanup of six non-owned sites located in New Jersey. These non-owned sites are (1) Evor Phillips in Old Bridge, Middlesex County, (2) Kin-Buc Landfill in Edison, Middlesex County, (3) Lone Pine Landfill in Freehold, Monmouth County, (4) Renora, Inc. in Bangamton, Middlesex County, (5) Scientific Chemical Processing, Inc. in Bergen County, and (6) King of Prussia in Charlestadt, Camden County.

Nature of the Causes of Action

60. This Complaint alleges that pursuant to the terms of its respective insurance policies, each defendant insurer agreed to defend and to indemnify Plaintiffs against certain liabilities and risk of loss arising out of various risks, including liabilities and

loss or property damage incurred in connection with proceedings commenced and claims made by the EPA, other state environmental regulatory agencies and private parties relating to alleged groundwater, surface water and soil contamination existing at various sites throughout the United States (including eight sites located in New Jersey).

61. Westinghouse, including its subsidiaries and divisions, is a diversified corporation with business operations throughout the United States, including production and service facilities located in New Jersey. In addition to products and services relating to the generation and control of electricity, Westinghouse also is engaged in a variety of other businesses including, inter alia, the development, manufacture, sale and service of electrical and electronic products, elevators, office furniture, advanced manufacturing systems and electrical equipment, the processing and sale of industrial materials, broadcasting and cable television. Thermo King is engaged in the manufacture of commercial refrigeration products.

62. Westinghouse's industrial and manufacturing processes include or in the past have included, inter alia, electro-plating operations, metal cleaning and finishing operations, diverse manufacturing processes (i.e. lighting fixtures, electrodes, flashcubes), the manufacture, repair, reconditioning and disposal of capacitors and transformers, the processing of industrial materials (i.e. brazing filler metals), the processing of nuclear fuel, and analytical and research laboratory operations.

63. As a result of these and other industrial operations, Plaintiffs have utilized various organic and inorganic substances and have generated or produced waste products including spent solvents and degreasing agents, waste oil, paint wastes, radioactive materials, acids, bases, polychlorinated biphenyls and related compounds ("PCBs"), trichloroethylene ("TCE"), xylene, benzene, phenols, toluene, alcohol, heavy metals and other organic and inorganic compounds. Over the course of years, Plaintiffs have disposed of these waste products in a variety of ways.

64. The EPA has commenced actions and notified Plaintiffs that they may be liable as a potentially responsible parties under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), for the groundwater, surface water and soil contamination of various sites (i.e., disposal pits, lagoons, landfills) located throughout the United States, including six (6) sites located in New Jersey. In addition, similar actions have been commenced and/or claims made against Plaintiffs by state environmental regulatory agencies and/or private parties under state and federal law. Actions have been commenced and/or claims made against Westinghouse in connection with over 90 locations and against Thermo King in connection with two locations.

65. These environmental claims and liabilities (the "Underlying Environmental Claims") arise out of (1) damages and liabilities relating to properties owned, previously owned or leased

by Westinghouse; and (2) damages and liabilities relating to properties not owned by Plaintiffs.

66. As a result of the Underlying Environmental Claims, Plaintiffs have incurred damages and have expended and most likely will expend in the future substantial amounts because of property damage to third parties. These amounts have been expended to remediate Westinghouse's property and to protect the property and lives of third parties.

67. In addition, claims by individuals have been made against Westinghouse alleging death and/or bodily injury and/or property damage resulting from exposure to toxic substances at or emanating from properties owned, previously owned or leased or from properties owned by others, and it is likely that such claims will continue to be made against Westinghouse in the future. Westinghouse has incurred substantial expenses in connection with its defense of these bodily injury and property damage claims.

68. Each named Defendant is and was at all times relevant hereto engaged in the business of issuing liability and/or property insurance.

69. At various times during the period from 1948 to the present, the Defendants, in consideration of premiums paid by or on behalf of Plaintiffs, issued liability and/or property insurance policies to Plaintiffs. A list of said liability policies issued by Defendants to Plaintiffs, the effective dates of said policies, and

the corresponding policy numbers is attached hereto as Attachment "A". A list of said property policies issued by Defendants to Plaintiffs, the effective dates of said policies, and the corresponding policy numbers is attached hereto as Attachment "B".

70. Each of the insurance policies identified on Attachment "A" insured, inter alia, against certain liabilities for personal and/or bodily injury, death and/or property damage, for which Plaintiffs are and/or were responsible, occurring in whole or in part during the respective policy periods.

71. Each of the insurance policies identified on Attachment "B" insured against all risk of physical loss or damage to the leased and/or owned property of Plaintiffs occurring during the respective policy periods.

The Underlying Environmental Claims

Apparatus Service Plant (Hillside, New Jersey)

72. Westinghouse, through its Industry Services Divisions, owned and operated an Apparatus Service Plant in Hillside, New Jersey (the "Hillside Facility"). Westinghouse acquired the Hillside property in 1948.

73. Westinghouse operated the Hillside Facility as an electrical apparatus repair facility. During its operation of this facility, Westinghouse utilized PCBs, xylene, benzene and other hazardous substances.

74. Westinghouse executed an Asset Purchase Agreement dated March 20, 1986 with respect to the Hillside Facility with Eastern Electric Apparatus Repair Company, Inc. Upon execution of the Asset Purchase Agreement, Westinghouse became obligated to comply with the reporting and cleanup requirements of ECRA.

75. On or about May 16, 1986, Westinghouse, pursuant to ECRA, filed a Site Evaluation Submission with the New Jersey Department of Environmental Protection (the "NJDEP"), Division of Hazardous Waste Management with regard to the Hillside Facility.

76. As required pursuant to ECRA, Westinghouse has undertaken extensive and costly on-site investigatory and remedial action, including, inter alia, the preparation of reports, the removal of underground tanks and the excavation of contaminated soil at the Hillside Facility.

77. In compliance with the statutory requirements of ECRA and at the direction of the NJDEP, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Hillside Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations.

Lamp Plant
(Bloomfield, New Jersey)

78. Westinghouse, through its Lighting Division, owns and operates a Lamp Plant in Bloomfield, New Jersey (the "Bloomfield Facility"). Westinghouse acquired the Bloomfield property in 1907. Westinghouse leased the Bloomfield property to North American Phillips Lighting Corp. from 1982 to October 1986. There have been no operations at the facility since October 1986.

79. Westinghouse was engaged principally in the development and manufacture of electrical equipment at the Bloomfield Facility. Westinghouse utilized thorium, mercury, phosphorus, and cyanide in the electrical equipment manufacturing processes implemented at the facility.

80. On or about January 24, 1986, Westinghouse executed a Contract of Sale with three individuals for the sale of the Bloomfield Facility. Upon execution of the Contract of Sale, Westinghouse was required, pursuant to ECRA, to notify the NJDEP of its intent to sell the property. ECRA also requires that Westinghouse supply information concerning the facility and that it cleanup any hazardous waste located at the facility.

81. In response to the requirements of ECRA, Westinghouse has undertaken extensive on-site investigatory and remedial action, including, inter alia, the submission of a Site Evaluation Submission and some amount of cleanup at the Bloomfield Facility.

82. In compliance with the statutory requirements of ECRA and at the direction of the NJDEP, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Bloomfield Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations.

Apparatus Service Plant
(Baldwin, Florida)

83. Westinghouse, through its Industry Services Divisions, owns and operated an Apparatus Service Plant in Baldwin, Florida (the "Baldwin Facility"). Westinghouse acquired the Baldwin property in 1958 and began conducting operations there in 1960.

84. Westinghouse is engaged in the repair and refurbishing of various types of electrical apparatus at the Baldwin Facility. During operations prior to 1977, Westinghouse utilized PCBs-containing fluids in the electrical component manufacturing processes at the facility.

85. In November 1985, the EPA investigated the Baldwin Facility and, specifically, tested soil samples taken from the property. The EPA found unacceptable levels of PCBs in some of the samples and determined that such contamination posed a threat to groundwater.

86. On or about June 9, 1986, the EPA initiated an action and issued an Administrative Order directing that Westinghouse, inter alia, sample and analyze soil and sediment at the Baldwin Facility, install and operate three monitoring wells, remove contaminated soil sediment, conduct post-excavation sampling and backfill excavated areas.

87. In response to the EPA's Administrative Order, Westinghouse has undertaken extensive on-site investigatory and remedial action, including, inter alia, soil and groundwater sampling and testing.

88. In compliance with the requests of the EPA, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Baldwin Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Baldwin Facility.

Apparatus Service Plant
(Baton Rouge, Louisiana)

89. Westinghouse, through its Industry Services Divisions, owns and operates an Apparatus Service Plant in Baton

Rouge, Louisiana (the "Baton Rouge Facility"). Westinghouse acquired the Baton Rouge property in 1952.

90. Westinghouse is engaged in the service and repair of commercial electrical equipment at the Baton Rouge Facility. Westinghouse utilized PCBs-containing fluids in the repair processes at the Baton Rouge Facility prior to 1978.

91. On or about September 20, 1983, the Louisiana Department of Environmental Quality (the "LaDEQ") initiated an action and issued a Compliance Order directing that Westinghouse conduct an investigation at the Baton Rouge Facility, submit a report of its findings, and recommend remedial measures to be taken to cease the discharge of and to eliminate the presence of PCBs-contaminated soil at the Baton Rouge Facility. In response to the LaDEQ's Compliance Order, Westinghouse undertook extensive on-site investigatory and remedial action, including, inter alia, sampling and analytical studies and the preparation of reports.

92. On or about January 27, 1986, Westinghouse and the State of Louisiana entered into a Settlement Agreement relative to the PCBs contamination present at the Baton Rouge Facility. Pursuant to the Settlement Agreement, Westinghouse is required to undertake certain remedial measures designed to contain the threatened release of PCBs from the Baton Rouge Facility. Specifically, Westinghouse is required (1) to retrofit the stream that leads from the facility to Capitol Lake, (2) to install recovery wells, (3) to install an on-site treatment system, (4) to

treat and dispose of contaminated materials, and (5) to continually monitor the site.

93. In compliance with the requirements of the LaDEQ and the terms of the Settlement Agreement, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Baton Rouge Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage commenced by area residents or property owners relating to releases or threatened releases of contaminants from the Baton Rouge Facility.

Beaver Facility
(Beaver, Pennsylvania)

94. Westinghouse, through its Distribution & Control Business Unit, owns and operates a facility in Beaver, Pennsylvania (the "Beaver Facility"). Westinghouse acquired the Beaver property in 1947. Prior to Westinghouse's acquiring the facility, it was operated by Curtis Wright to manufacture airplane propellers during World War II.

95. Westinghouse is engaged in electroplating operations at the Beaver Facility that involve a series of dip tanks that contain a variety of chemicals, including cyanide, in both acid and basic solutions. Wastes from the tanks and spillage which occurs

during operations are collected in troughs and pumps and piped to an on-site treatment facility. Prior to 1984, wastes from the treatment facility were stored in five concrete holding tanks.

96. In 1983, Westinghouse detected a fluid seep near the outside storage tanks. Westinghouse notified the Pennsylvania Department of Environmental Resources (the "PaDER") that a spill had occurred. Westinghouse installed monitoring wells that revealed the presence of both acid and basic chemicals in the groundwater. Westinghouse ceased using the outside storage tanks in January 1984.

97. In May 1984, in response to the facility's submission of a closure plan, the PaDER investigated the Beaver Facility and recommended that Westinghouse undertake further remedial measures to eliminate the presence of acid, cyanide and other contaminants found at the Beaver Facility.

98. In response to the PaDER's requests, Westinghouse has undertaken extensive on-site investigatory and remedial action, including, inter alia, the removal of the storage tanks and the replacement of pipelines leading to the treatment facility at the Beaver Facility.

99. In compliance with the requirements of the PaDER, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Beaver Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be

incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage commenced by area residents or property owners relating to releases or threatened releases of contaminants from the Beaver Facility.

Capacitor Plant
(Bloomington, Indiana)

100. Westinghouse, through its Transmission & Distribution Components Division, owns and operates a plant in Bloomington, Indiana (the "Bloomington Facility"). Westinghouse began operation of its Bloomington Facility in 1958. The facility manufactures electrical equipment, including capacitors. Westinghouse utilized PCBs as a dielectric fluid in the manufacturing processes at its Bloomington Facility from 1958 to October 1977.

101. In January 1976, the EPA and the Indiana State Board of Health (the "ISBH") inspected the Bloomington Facility to determine possible sources of effluent contamination. Following their inspection, the EPA issued a report recommending that Westinghouse install some form of device designed to reduce the PCBs level of the plant's effluent, and the ISBH ordered that Westinghouse submit plans for reducing PCBs discharges to a minimal level. The ISBH's order specifically called for structural modifications to the Bloomington Facility.

102. In order to satisfy the requirements of both the ISBH and the USB, Westinghouse took the following action: (a) constructed isolation sheds for PCBs unloading and storage areas; (b) installed a solvent degreaser system; (c) installed a recirculating water system for its vacuum purge pumps; (d) instituted a system to incinerate PCBs vapors coming from the vacuum pumps in the plant boilers; and (e) first cleaned and ultimately replaced Westinghouse's internal sewer lines.

103. In April 1976, the Indiana State Environmental Management Board (the "EMB") commenced an action against Westinghouse regarding the presence of PCBs at the Bloomington Facility. The purpose of the action was to determine whether Westinghouse had violated any state statutes or regulations in its discharge of PCBs into the environment.

104. In addition, Westinghouse has undertaken extensive on-site investigatory and remedial action to eliminate the presence of PCBs contamination at the Bloomington Facility.

105. In compliance with regulatory requirements, Westinghouse has incurred damages in containing the release and/or threatened release of PCBs and other hazardous substances from the Bloomington Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations.

Advanced Industrial Systems Business Unit Plant
(Buffalo, New York)

106. Westinghouse, through its Advanced Industrial Systems Business Unit, owned and operates a plant in Buffalo, New York (the "Buffalo Facility"). Westinghouse acquired the Buffalo property in 1946 and sold the plant to Snyder Corporation in 1985.

107. Westinghouse was engaged in the manufacture of electrical motors and electrical subassemblies at the Buffalo Facility. Westinghouse utilized TCE, 1,1,1-trichloroethane toluene, and benzene in the manufacturing processes at the Buffalo Facility.

108. On or about September 19, 1984, the New York State Department of Environmental Conservation (the "NYDEC") issued a notice of proposed order that Westinghouse was not in compliance with its modified National Pollution Discharge Elimination System ("NPDES") permit and directed that Westinghouse take measures to bring itself into compliance within a specified period of time. One area of non-compliance addressed by the NYDEC was the detection of elevated levels of TCE at Outfall 003.

109. In cooperation with the NYDEC, Westinghouse has undertaken extensive on-site investigatory and remedial action to eliminate TCE contamination at Outfall 003, including, inter alia, the cleaning of a 36" sewer line at the Buffalo Facility.

110. In compliance with the requirements of the NYDEC, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Buffalo Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations.

Commercial Nuclear Fuel Division Plant
(Columbia, South Carolina)

111. Westinghouse, through its Commercial Nuclear Fuel Division, owns and operates a plant in Columbia, South Carolina (the "Columbia Facility"). Westinghouse acquired the Columbia property in 1967.

112. Westinghouse is engaged in the manufacture of nuclear fuel components at the Columbia Facility. During the manufacturing processes implemented at the Columbia Facility, ammonia and fluoride are generated as waste products and are present in the process wastewater. The facility's waste treatment system removes 99% of these waste components prior to discharge into storage tanks and lagoons.

113. In April 1980, Westinghouse discovered dead fish in a pond on the Columbia property. Westinghouse reported this incident to the South Carolina Department of Health and Environmental Control ("SCDHEC"). Working with the SCDHEC, Westinghouse conducted investigations at the Columbia Facility that

revealed groundwater contamination in a number of areas. These investigations also revealed evidence of prior spill incidents in the storage tank area of the facility.

114. In compliance with the requirements of the SCDHEC, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Columbia Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Columbia Facility.

Edgewood Storage Site
(Edgewood, Pennsylvania)

115. In 1949, Westinghouse acquired property located in Edgewood, Pennsylvania from the Edgewood Country Club (the "Edgewood Site"). The Edgewood Site currently is used mainly to store surplus laboratory equipment and out-of-season groundskeeping equipment used at Westinghouse's Research and Development Center located in Churchill, Pennsylvania. In the past, Westinghouse has operated various research laboratories at the Edgewood Site.

116. From approximately 1950 to 1970, Westinghouse utilized solvents, including acetone, methanol, TCE, carbon

tetrachloride, xylene, and toluene, in the experimental activities carried out at the Edgewood Site. It is suspected that some of these solvents may have been disposed of at the site by pouring them into a fill area where they were allowed to evaporate.

117. On or about December 7, 1982, Westinghouse, pursuant to Section 103(c) of CERCLA, filed a Notification of Hazardous Waste Site with the EPA with regard to the Edgewood Site.

118. Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain threatened releases of contaminants from the Edgewood Site into the adjacent properties and the environment and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Edgewood Site.

Apparatus Service Plant
(Emeryville, California)

119. Westinghouse, through its Industry Services Divisions, owns and operated an Apparatus Service Plant in Emeryville, California (the "Emeryville Facility"). Westinghouse acquired the Emeryville property in 1921. Westinghouse continues to own the Emeryville property and leased portions of the premises to Williams-Sonoma, Inc.

120. Westinghouse operated the Emeryville Facility as a transformer distribution center and an electrical apparatus repair facility. During operations, Westinghouse utilized PCBs-containing dielectric fluids in the repair processes implemented at the Emeryville Facility. Westinghouse ceased using the facility for on-site repair of electrical apparatus in 1982.

121. On or about October 17, 1984, Westinghouse and the EPA executed a Consent Agreement in which Westinghouse agreed, inter alia, to remove PCBs-contaminated materials from the Emeryville Facility.

122. Pursuant to the Consent Agreement, Westinghouse has undertaken extensive on-site investigatory and remedial action at the Emeryville Facility, including, inter alia, capping of PCBs-contaminated soil and continual monitoring.

123. In compliance with the terms of the Consent Agreement, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Emeryville Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Emeryville Facility.

Westinghouse Elevator Company
(Gettysburg, Pennsylvania)

124. Westinghouse, through its Elevator Division, owns and operates an elevator plant in Gettysburg, Pennsylvania (the "Gettysburg Facility"). Westinghouse acquired the Gettysburg property in 1962 and built its plant there in 1968.

125. Westinghouse is engaged in the manufacture of elevators at the Gettysburg Facility. From 1968 to 1975, Westinghouse utilized TCE and 1,1,1-trichloroethane as a degreaser in the manufacturing processes at the Gettysburg Facility.

126. In the Fall of 1983, the PaDER inspected the Gettysburg Facility and took samples. The EPA initiated an action and conducted its own investigation of the facility in January 1984. Soil samples taken at this time revealed the presence of TCE. In addition, analyses of well water used by residences adjacent to the facility revealed the presence of TCE.

127. In response to the PaDER's investigation and CERCLA notices by residents that they intended to file suit, Westinghouse has undertaken extensive on-site investigatory and remedial action, including, inter alia, the extension of town waterlines to a number of residences. In addition, the Gettysburg Facility has been placed on the EPA's Superfund National Priorities List (the "NPL").

128. On March 10, 1987, the EPA entered a Consent Order previously executed by Westinghouse pursuant to which Westinghouse

agreed to prepare and execute a work plan designed to eliminate the presence of hazardous wastes and contamination at the Gettysburg Facility.

129. In compliance with the requirements of the PaDER and the EPA, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Gettysburg Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also has been subject to claims for bodily injury and/or property damage by area residents and property owners relating to releases or threatened releases of contaminants from the Gettysburg Facility.

Micarta Division
(Hampton, South Carolina)

130. Westinghouse, through its Materials Division, owns and operates a plant in Hampton, South Carolina (the "Hampton Facility"). Westinghouse acquired the Hampton property in 1951.

131. Westinghouse is engaged in the manufacture of high pressure plastic laminate at the Hampton Facility. Westinghouse utilizes phenols in the manufacturing processes at the Hampton Facility.

132. In the spring of 1980, the South Carolina Department of Health and Environmental Control (the "SCDHEC") conducted a groundwater study at the Hampton Facility. Pursuant to this study, the SCDHEC concluded that elevated phenol concentrations were present in shallow groundwater. Consequently, the SCDHEC requested that Westinghouse retain a consultant to determine the extent of phenol contamination present and to provide recommendations for any necessary remedial action.

133. At the direction of the SCDHEC, Westinghouse retained a consultant and performed an investigation of the Hampton Facility. Westinghouse's investigation concluded that there were elevated phenol levels present in the soil and groundwater in the general area of the abandoned waste lagoons located on the property. The source of these elevated phenol levels was determined to be the pump house and tank farm area. Again, at the direction of the SCDHEC, Westinghouse installed a groundwater treatment system and began operating that system in December 1983.

134. In compliance with the requirements of the SCDHEC, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Hampton Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or

property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Hampton Facility.

Horseheads Facility
(Horseheads, New York)

135. Westinghouse, through its Industrial and Government Tube Division, owns and operates a plant in Horseheads, New York (the "Horseheads Facility"). Westinghouse acquired the Horseheads property in 1951 and began operations in 1952.

136. Westinghouse is engaged in the development and manufacture of a diverse line of electronic and electrical components, assemblies and systems at the Horseheads Facility. The manufacturing processes at the facility include, inter alia, machining parts; electroplating; chemical cleaning of metals, glass and ceramics; finishing, e.g., painting; vacuum-type joining; and wastewater treatment. Hazardous substances utilized in these processes include TCE, trichloroethane, dichloroethane, toluene, polyvinyl alcohol, benzene, tetrachloroethylene, chloroform and fluoride.

137. On or about October 13, 1982, Westinghouse, pursuant to Section 103(c) of CERCLA, filed a Notification of Hazardous Waste Site with the EPA with regard to the Horseheads Facility.

138. On or about May 8, 1986, Westinghouse executed an Administrative Order on Consent issued by the EPA. The

Administrative Order requires that Westinghouse undertake an investigation of the Horseheads Facility to determine the extent of contamination present.

139. In response to the EPA's directives and the Administrative Order, Westinghouse has undertaken extensive on-site investigatory and remedial action.

140. In compliance with the requirements of the EPA as well as the New York State Department of Environmental Conservation (the "NYDEC"), Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Horseheads Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Horseheads Facility.

Lester Facility
(Lester, Pennsylvania)

141. Westinghouse, through its Power Generation Division, owned and operated a facility in Lester, Pennsylvania (the "Lester Facility"). Westinghouse acquired the Lester property in 1917. Westinghouse sold the Lester property on or about July 2, 1986.

142. Westinghouse was engaged in the manufacture of large and small turbines, steam and gas turbines and heat transfer systems at the Lester Facility. From 1930 to 1973, Westinghouse utilized sulfuric and hydrochloric acids and salt baths in the heat treating and cleaning processes at the Lester Facility. Westinghouse disposed of these spent solvents in a lagoon located on the Lester property.

143. On or about June 23, 1982, Westinghouse, pursuant to Section 103(c) of CERCLA, filed a Notification of Hazardous Waste Site with the United States Environmental Protection Agency (the "EPA") with regard to the Lester Facility.

144. At the direction of the PaDER, Westinghouse installed three monitoring wells around the lagoon. The soil surrounding the lagoon is monitored on a regular basis and annual chemical analyses are submitted to the PaDER.

145. In compliance with the requirements of the PaDER, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Lester Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to

releases or threatened releases of contaminants from the Lester Facility.

Transformer Plant
(Muncie, Indiana)

146. Westinghouse, through its Power Equipment Division, owns and operates a transformer plant in Muncie, Indiana (the "Muncie Facility"). Westinghouse acquired the Muncie property in 1959.

147. Westinghouse is engaged in the manufacture of medium and large electrical power transformers at the Muncie Facility. From 1959 to 1972, Westinghouse maintained a vaportherm process tank system and a tank farm for the treatment and storage of solvents and heat exchange fluids, including PCBs-containing fluids, used in routine operations. Westinghouse replaced the vaportherm system in the early 1980s.

148. In early 1981, there occurred a spill of PCBs-containing materials at the Muncie Facility. As a result of the spill, Westinghouse conducted an investigation at the Muncie Facility and discovered evidence of previous solvent spills.

149. In order to prevent further releases of contaminants into the environment at the Muncie Facility, Westinghouse has undertaken extensive on-site investigatory and remedial action, including, inter alia, site sampling and excavation, and removal and disposal of PCBs-contaminated soils.

150. In compliance with regulatory requirements, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Muncie Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Muncie Facility.

Raleigh Facility
(Raleigh, North Carolina)

151. Westinghouse, through its Energy Metering and Control Business Unit owns and operates a facility in Raleigh, North Carolina (the "Raleigh Facility"). Westinghouse acquired the Raleigh property in 1952.

152. Westinghouse is engaged in the manufacture of metering devices at the Raleigh Facility. From 1955 to 1973, Westinghouse utilized an area of the Raleigh property as a disposal area for sludge generated by the electro-plating wastewater operation at the Raleigh Facility. The disposal site is impounded by means of an earthen dam and is overgrown with vegetation.

153. On or about May 12, 1982, Westinghouse, pursuant to Section 103(c) of CERCLA, filed a Notification of Hazardous Waste Site with the EPA with regard to the Raleigh Facility.

154. In 1985, the North Carolina Department of Natural Resources and Community Development (the "NCDNRCD") initiated an action and issued an order directing that Westinghouse conduct an investigation at the Raleigh Facility and recommend remedial measures to be taken to eliminate the presence of contaminants at the Raleigh Facility.

155. In response to the NCDNRCD's order, Westinghouse has undertaken extensive on-site investigatory and remedial action, including the cleanup of the disposal site.

156. In compliance with the requirements of the NCDNRCD, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Raleigh Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations.

Transformer Plant
(Sharon, Pennsylvania)

157. Westinghouse owns and operated a Transformer Plant in Sharon, Pennsylvania (the "Sharon Facility"). Westinghouse acquired the Sharon property in 1922 and operated the facility from 1922 to 1984.

158. Westinghouse was engaged in the manufacture of electrical transformers and related electrical apparatus at the Sharon Facility. Until 1976, Westinghouse utilized Inerteen coolant, an Arochlor product containing PCBs, in the manufacturing process at the Sharon Facility.

159. In May 1979, the Pennsylvania Bureau of Water Quality Management (the "PaBWQM") conducted an investigation of the "moat" area west of the Sharon Facility. PCBs-containing runoff and flyash were found to have collected in the moat. The moat was utilized to collect drainage from the plant.

160. The PaBWQM also alleged that the general plant vicinity is contaminated with PCBs. Other contaminants identified in the groundwater include TCE, trichlorobenzene and oil.

161. On or about April 15, 1985, the PaDER initiated an action and issued an order directing that Westinghouse perform a comprehensive subsurface study at the Sharon Facility and submit a plan for remedial measures to be taken to eliminate the presence of contaminants in the moat. Westinghouse filed a Notice of Appeal from the PaDER's Order on or about May 15, 1985.

162. At the direction of the PaDER, Westinghouse has undertaken extensive on-site investigatory and remedial action at the Sharon Facility, including, inter alia, a subsurface study of soil and groundwater and the preparation of a work plan.

163. In compliance with the requirements of the PaDER, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Sharon Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Sharon Facility.

Transformer Plant
(South Boston, Virginia)

164. Westinghouse, through its Small Power Transformer Division, owns and operates a transformer plant in South Boston, Virginia (the "South Boston Facility"). Westinghouse built its South Boston Facility in 1968.

165. Westinghouse is engaged in the manufacture of small electrical transformers at the South Boston Facility. From 1968 to 1977, Westinghouse utilized PCBs-containing dielectric fluids in the manufacturing processes at the South Boston Facility.

166. In late 1986 and early 1987, the Commonwealth of Virginia, Department of Waste Management (the "VaDWM") conducted an investigation of the South Boston Facility in response to its receipt of information regarding the burial of PCBs-contaminated

wastes in and about the plant and the releases of contaminants into the environment.

167. Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain the releases and/or threatened releases into adjacent properties and the environment of PCBs-contaminated wastes from the South Boston Facility and to satisfy continuing regulatory obligations.

Apparatus Service Plant
(Spokane, Washington)

168. Westinghouse, through its Industry Services Divisions, owned and operated an Apparatus Service Plant in Spokane, Washington (the "Spokane Facility"). Westinghouse acquired the Spokane property in 1962. On or about June 30, 1986, Westinghouse sold the Spokane Facility and property to Eastern Electric Apparatus Repair Company, Inc.

169. Westinghouse was engaged in the repair and remanufacture of electrical apparatus at the Spokane Facility. From approximately 1980 to 1986, Westinghouse used a dry well located on the property to dispose of waste water generated by the plant. The Washington Department of Ecology (the "WaDEC") has determined that the dry well is contaminated by the presence of solvents.

170. In or about January 1987, the WaDEC initiated an action and issued an Administrative Order directing that Westinghouse conduct an investigation at the Spokane Facility and

recommend remedial measures to be taken to eliminate the presence of solvents in the dry well located at the facility.

171. In response to the WaDEC's Administrative Order requiring containment of the release and/or the threatened release of contaminants into adjacent properties and the environment from the Spokane Facility, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Spokane Facility.

Sunnyvale Facility
(Sunnyvale, California)

172. Westinghouse, through its Marine Division, owns and operates a plant in Sunnyvale, California (the "Sunnyvale Facility"). Westinghouse acquired the Sunnyvale property in 1946.

173. Westinghouse initially was engaged in the manufacture and repair of electrical apparatus, including electrical motors, circuit breakers, generators, regulators and transformers, at the Sunnyvale Facility. In 1964, the Marine Division was established at the site and the production and repair of electrical apparatus ceased. Prior to 1964, Westinghouse utilized PCBs-containing fluids in the manufacturing and repair processes at the Sunnyvale Facility.

174. The presence of PCBs and trichlorobenzene was discovered in shallow soils in limited areas of the Sunnyvale Facility in 1981. Since 1981, Westinghouse has performed periodic sampling and testing and prepared a series of reports at the direction of the California Department of Health Services and the California Regional Water Quality Control Board ("CRWQCB"). Soil contamination, consisting mainly of the presence of PCBs, has been found in four areas of the Sunnyvale Facility and in residential backyards adjoining the western fence line of the property. In addition, groundwater contamination has been found under a former PCBs storage area.

175. On or about September 19, 1984, the CRWQCB initiated an action and issued an order directing that Westinghouse cleanup two of the contaminated areas at the Sunnyvale Facility. On or about July 17, 1985, the CRWQCB issued a second order directing that Westinghouse cleanup additional contaminated areas at the Sunnyvale Facility.

176. In May 1986, the EPA placed the Sunnyvale Facility on the NPL.

177. In response to the CRWQCB's orders, Westinghouse has undertaken extensive on-site investigatory and remedial actions at the Sunnyvale Facility.

178. In compliance with the requirements of the CRWQCB, Westinghouse has incurred damages in containing the release and/or

the threatened release of contaminants from the Sunnyvale Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Sunnyvale Facility.

Sykesville Facility
(Sykesville, Maryland)

179. Westinghouse owns and operates a facility in Sykesville, Maryland (the "Sykesville Facility"). Westinghouse acquired the Sykesville property in 1966.

180. Westinghouse has engaged in the manufacture of induction heating equipment, welding equipment and ultrasonic cleaning equipment at the Sykesville Facility. As a result of the manufacturing processes at the Sykesville Facility, Westinghouse generates hazardous wastes including metal sludge, paint solids, waste oil and scrap metal.

181. On or about January 29, 1980, following its investigation of the Sykesville Facility, the Maryland Secretary of Health and Mental Hygiene (the "MdSHMH") initiated an action and issued an order directing that Westinghouse submit plans regarding its waste disposal methods at the Sykesville Facility.

182. In response to the MdSHMH's order and subsequent directives, Westinghouse has undertaken extensive on-site investigatory and remedial action, including, inter alia, the submission of reports, evaluation of wastewater, and the removal of on-site storage drums.

183. In compliance with the requirements of the MdSHMH, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Sykesville Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Sykesville Facility.

Power Circuit Breaker Plant
(Trafford, Pennsylvania)

184. Westinghouse, through its Power Circuit Breaker Division, owns and operated a Power Circuit Breaker Plant in Trafford, Pennsylvania (the "Trafford Facility"). Westinghouse acquired the Trafford property in 1917.

185. Westinghouse utilized the Trafford Facility for many purposes in that a number of manufacturing operations were located there from 1917 to 1985. In addition, Westinghouse utilized the

Trafford Facility as a disposal site for ash generated by its East Pittsburgh plant.

186. In July 1983, Westinghouse, at the direction of the PaDER, investigated a number of waste disposal sites at the Trafford Facility and confirmed the presence of surface PCBs contamination in four areas: (1) the Ball Field Site, (2) the Test Center Site, (3) the Forbes Road Site and (4) the Parking Area Site.

187. In addition, in October 1985, Westinghouse, pursuant to regulatory requirements, conducted an investigation at the Trafford Facility specifically to identify the number, location and contents of underground storage tanks known to be generally located in a "chemical tank" area. The tanks were excavated in May and June 1986 and found to contain a variety of hazardous wastes, including ethanol, methanol, phenols, cresols, formaldehyde, petroleum ether and benzene.

188. In compliance with the requirements of the PaDER, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Trafford Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to

releases or threatened releases of contaminants from the Trafford Facility.

Small Motor Manufacturing Facility
(Union City, Indiana)

189. Westinghouse, through its Small Motor Division, owns and operated a small motor manufacturing facility in Union City, Indiana (the "Union City Facility"). Westinghouse acquired the Union City property in 1951 and currently leases it to A.O. Smith Corporation.

190. Westinghouse was engaged in the manufacture of small motors at the Union City Facility. Prior to 1972, Westinghouse utilized PCBs-containing fluids in the hydraulic equipment used in the manufacturing process. Xylene and other hazardous substances also were utilized in the manufacturing processes at the Union City Facility.

191. On or about August 27, 1986, Westinghouse, pursuant to Section 103(c) of CERCLA, filed a Notification of Hazardous Waste Site with the EPA with regard to the Union City Facility.

192. In December 1984, Westinghouse learned that an underground xylene tank was leaking. As a result, Westinghouse conducted an investigation and commenced cleanup of the xylene-contaminated area.

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193. In July 1985, the City of Union City, Indiana conducted an investigation of its wastewater treatment facility and discovered PCBs contamination in two areas of that facility.

194. In compliance with regulatory requirements, Westinghouse has incurred damages in containing the release and/or the threatened release of contaminants from the Union City Facility into the adjacent properties and the environment. In addition, Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain such threatened releases and to satisfy regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Union City Facility.

Apparatus Service Plant
(Utica, New York)

195. Westinghouse, through its Industry Services Divisions, owned and operated an Apparatus Service Plant in Utica, New York (the "Utica Facility"). Westinghouse operated the Utica Facility until 1958. Westinghouse still owns the property but no longer conducts operations there.

196. Westinghouse was engaged in the repair of electrical apparatus at the Utica Facility. Westinghouse utilized PCBs- containing fluids in the manufacturing processes at the Utica Facility.

197. On or about December 6, 1983, the New York Department of Environmental Conservation (the "NYDEC") initiated an action and notified Westinghouse that it was a potentially responsible party in connection with PCBs contamination alleged to be present at the Utica Facility.

198. Westinghouse reasonably anticipates that expenditures will be incurred in the future to monitor and contain releases and/or threatened releases of contaminants from the Utica Facility into adjacent properties and the environment and to satisfy continuing regulatory obligations. Westinghouse also may be subject to claims for bodily injury and/or property damage by area residents or property owners relating to releases or threatened releases of contaminants from the Utica Facility.

Chemical Control Corporation Site
(Elizabeth, New Jersey)

199. In 1980, there was a fire and explosion at the Chemical Control Corporation Site located at Elizabeth, New Jersey. Approximately 30,000 drums of chemical waste were stored on the site at the time of the fire. The NJDEP performed the site cleanup with a contribution of funds from the federal government.

200. In 1987, Westinghouse received a request from the EPA under Section 104(e) of CERCLA for information concerning any shipments by Westinghouse to the site during the time period from 1970 through 1980. Westinghouse has obtained an extension of time

from the EPA to respond to the request because Westinghouse has not completed its review of records.

Evor Phillips Site
(Old Bridge, New Jersey)

201. In October 1985, the NJDEP advised Westinghouse that it is a potentially responsible party for the soil and groundwater contamination on and/or adjacent to the Evor Phillips Site located in Old Bridge, New Jersey. The NJDEP commenced its action under the provisions of the New Jersey Spill Compensation and Control Act.

202. The NJDEP alleges that its information indicates that Westinghouse's Lester, Pennsylvania facility (involved in the manufacture of large and small turbines, steam and gas turbines and heat transferors) utilized the waste disposal services of firms (Phillips Leasing Co., Inc. and King of Prussia Technical Services Co.) who dumped or disposed of waste containing hazardous substances at the Evor Phillips Site. These alleged wastes include up to 5,000 drums buried at the site and bulk waste discharged onto the ground.

Lone Pine Landfill Site
(Freehold, New Jersey)

203. The Lone Pine Landfill Site is located in Freehold Township, New Jersey and has been listed by the EPA on the NPL. The EPA has alleged that drummed and bulk hazardous materials were deposited at the site. The results of a Remedial Investigation and Feasibility Study (a "RI/FS") conducted pursuant to CERCLA indicated on-site soil contamination and off-site migration of contaminated

leachate and groundwater. In September 1984, the EPA decided to implement a remedy to contain these hazardous waste substances, which remedy includes the installation of a cap over the landfill and the construction of a sub-surface cut-off wall to contain contaminated groundwater.

204. In September 1985, the EPA notified Westinghouse that it is a potentially responsible party in its action seeking cleanup of the contamination of the Lone Pine Landfill Site under CERCLA and, hence, is responsible for cleanup costs.

Kin-Buc Landfill Site
(Edison, New Jersey)

205. The Kin-Buc Landfill Site is a flat, low marshland through which flow several tributaries of the Raritan River. The Kin-Buc Landfill Site (immediately adjacent to Edison Township Landfill) was used as a dump as early as the 1940s when it accepted municipal waste from Edison Township, New Jersey. Since the mid 1960s, the Kin-Buc Landfill Site has been owned by Scientific, Inc. and affiliated entities. It is estimated that over one (1) million tons of solid waste and over seventy (70) million gallons of liquid waste (including semi-solid industrial sludge, sewage sludge and septic waste) were accepted at the site between 1973 through 1976. In July 1976, the NJDEP issued an administrative order terminating disposal operations. Initially, with the NJDEP's consent and later by court order, the Kin-Buc Landfill Site was allowed to continue to accept solid waste through November, 1977.

206. In 1979, the EPA initiated an action against the owners of the Kin-Buc Landfill Site and other responsible parties in connection with the on-site and off-site contamination seeking equitable relief, reimbursement of costs and penalties under the Clean Water Act.

207. In January 1984, the EPA advised Westinghouse, at its Bloomfield, New Jersey facility, that it is a potentially responsible party in its action seeking the cleanup of the contamination emanating from the Kin-Buc Landfill Site and liable for cleanup costs.

208. Also in January 1984, SCA Chemical Services, Inc. advised all potentially responsible parties, including Westinghouse, that its records reflect that waste generated by potentially responsible parties was transported by Earthline Co. (a partnership of Scientific, Inc. and SCA Chemical Services, Inc.) to the Kin-Buc Landfill Site for disposal.

Renora Site
(Bangamton, New Jersey)

209. The Renora Site is located on a parcel of land which was leased to Renora Inc. for the storage, transfer and blending of chemical wastes and oils during the period from 1978 through 1982. Between 1978 and 1980, Renora Inc. operated as a transporter of hazardous waste and stored such waste at the Renora Site. In 1980, it ceased operation, leaving behind over 1,000 drums and other containers together with 16 tanks and tank trucks of waste.

Hazardous wastes including arsenic, cadmium, lead, toluene, PCBs, TCE, ethylbenzene, zylene and chloroform have been released into the environment from the abandoned site. The soil, contaminated with hazardous wastes, threatens to contaminate the adjacent surface water and groundwater.

210. In April 1984, Westinghouse's Elevator Division, located at Randolph, New Jersey, was advised by the NJDEP that a review of the records of Renora Inc. indicated that Westinghouse was a customer of Renora Inc. and that some of its waste may have been deposited at the site. In September 1984, the EPA advised Westinghouse that, on the basis of the records of Renora Inc., hazardous waste manifests and information generated in court proceedings, it is a potentially responsible party in the EPA action commenced under CERCLA.

211. In October 1984, Westinghouse was compelled to pay \$22,500 to the EPA for the surface cleanup of the Renora Site. The RI/FS for the Renora Site has not been completed and Westinghouse may be liable for additional damages under CERCLA.

Scientific Chemical Site
(Charlstadt, New Jersey)

212. In May of 1985, Westinghouse was notified by the EPA that it is a potentially responsible party in an EPA action commenced under CERCLA in connection with the release and/or threatened release of hazardous substances at the Scientific Chemical Site located in Charlstadt, New Jersey. The Scientific

Chemical Site was owned and/or operated by Scientific Chemical Processing, Inc. and accepted various waste products for processing and disposal. The EPA notice to Westinghouse stated that, based upon information in the possession of the EPA and/or information submitted by Westinghouse, including but not limited to New Jersey Special Waste Manifests, Westinghouse's Newark-Relay Instrument Division shipped hazardous waste to the site. These wastes are alleged to include a shipment in 1978 of drums of lacquer thinner and ferric chloride.

King of Prussia Site
(Winslow, New Jersey)

213. The King of Prussia Site is owned by Winslow Township, New Jersey and is listed on the NPL. In October 1979 and April 1980, the EPA conducted sampling activities at and adjacent to the site. An analysis of the samples taken from the site revealed the presence of toluene, xylene, lead, chromium, copper, zinc and beryllium. The analyses also revealed that hazardous substances had been released into the groundwaters and surface waters of the Great Egg Harbor River.

214. The EPA has identified a number of potentially responsible parties in its action commenced under CERCLA in connection with the King of Prussia Site. In September 1985, one of these parties, in turn, notified Westinghouse that, under CERCLA, it is a potentially responsible party and liable for cleanup costs to the EPA and/or contribution to other potentially responsible parties.

The Alburn Waste Site
(Chicago, Illinois)

215. The Alburn Waste Site is an 8 acre tract located at 119th Street, Chicago, Illinois. Alburn, Inc. leased the site from late 1978 through to 1982 during which time the site received both drummed and bulk waste.

216. In July 1982, the State of Illinois sued Alburn Inc. to enjoin further incineration activities and to require Alburn Inc. to cleanup the site. In July 1983, an explosion occurred at the site and the EPA thereafter arranged for an immediate cleanup of the site.

217. In June 1985, Westinghouse was notified by the EPA that Westinghouse is a potentially responsible party in an EPA action commenced under CERCLA and that the EPA was seeking recovery of the public funds expended to cleanup the Alburn Site. Westinghouse was required to contribute approximately \$900 in settlement with the EPA, and in July 1986, the EPA and Westinghouse executed a covenant not to sue and mutual release for the surface cleanup in connection with the Alburn Site.

American Chemical Service Site
(Griffith, Indiana)

218. American Chemical Service was a solvent recovery and chemical manufacturing firm which commenced operations at the American Chemical Service Site located at Griffith, Indiana in 1955 and continued to dispose of hazardous substances at the site from

1955 through 1975. The American Chemical Service Site is comprised of both a landfill or waste disposal lagoon and a recycling facility. Approximately 10,000 to 20,000 abandoned drums have been located at the site.

219. The EPA has conducted an RI/FS and has identified acetone and benzene contamination of the groundwater southeast of the site, including possible contamination of private water supplies located near the site. Low level acetone and benzene contamination has been identified in at least one home near the site.

220. In February 1986, the EPA notified Westinghouse that it is a potentially responsible party in an EPA action commenced under CERCLA with respect to the American Chemical Service Site. The EPA alleges that Westinghouse disposed of hazardous substances at the site during the period from 1955 through 1975.

Anderson Road Landfill
Bennett's Dump
Fell Iron and Metal
Lemon Lane Landfill
Neal's Landfill
Neal's Dump
Winston-Thomas Sewage Treatment Plant
(Bloomington, Indiana)

221. Westinghouse, through its Utility Delivery Systems Business Unit, owns and operates a plant in Bloomington, Indiana (the "Bloomington Facility"). Westinghouse began operation of its Bloomington Facility in 1958. The facility manufactures electrical equipment, including capacitors. Westinghouse utilized PCBs as a dielectric fluid in the

manufacturing processes at its Bloomington Facility from 1958 to October 1977.

222. On or about April 28, 1981, the City of Bloomington (the "City") and the City's Utilities Service Board (the "USB") instituted an action against Westinghouse in the United States District Court for the Southern District of Indiana alleging PCBs contamination of the City's sewer system, the Winston-Thomas Sewage Treatment Plant and the Lemon Lane Landfill. The City's complaint alleged Westinghouse liability for such contamination based upon theories of public nuisance, private nuisance, trespass, strict liability, and willful and wanton negligence.

223. On or about January 4, 1983, the EPA instituted an action against Westinghouse in the United States District Court for the Southern District of Indiana seeking injunctive relief and recovery of investigative costs in connection with the presence of hazardous substances, including PCBs, at Neal's Landfill in Monroe County, Indiana and Neal's Dump in Owen County, Indiana. The EPA complaint alleged that Westinghouse generated and caused to be transported waste materials, including capacitors filled with PCBs, to Neal's Landfill from approximately 1966 to 1968 and to Neal's Dump from approximately 1969 to 1971. The complaint alleged Westinghouse's liability for the presence of hazardous substances by virtue of its violation of various sections of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901-6986 ("RCRA") and CERCLA.

224. In an effort to settle and thereby avoid further liabilities in this matter, Westinghouse was constrained to enter into negotiations with the City, the USB, the EPA, the State of Indiana, the Indiana State Environmental Management Board (the "EMB"), and Monroe County, Indiana, which negotiations culminated, on or about August 22, 1985, in the entry of a Consent Decree.

225. Under the terms and conditions of the Consent Decree, Westinghouse is obligated, inter alia:

- (1) to excavate and remove quantities of soils, solid waste and other materials contaminated with PCBs and other associated materials from six sites in the Bloomington, Indiana area;
- (2) to remove contaminated sediment from identified streams or stream banks;
- (3) to construct a federal, state and city approved high temperature incinerator to incinerate PCBs, associated hazardous wastes and solid waste in accordance with the requirements of federal, state and local law;
- (4) to transport to the incinerator and to incinerate the materials contaminated with PCBs and other materials excavated and removed at the six sites;
- (5) to dispose of the ash and other by-products of incineration in accordance with the requirements of law;
- (6) to perform interim remedial measures, including monitoring, at each of the six sites prior to excavation and removal;
- (7) to close and maintain each site once removal of materials contaminated with PCBs and other materials has been accomplished; and

(8) to monitor each of the sites after closure.

226. In accordance with the terms of the Consent Decree, Westinghouse has undertaken and/or will undertake extensive and costly on-site cleanup action, including, inter alia, maintenance of security fences; posting of warning signs; removal of exposed capacitors; capture and treatment of water flow; site maintenance including drainage, backfilling, and maintenance of clay cap; construction of an interim storage facility; transportation of sediments to an interim storage facility; receipt, storage and monitoring of contaminated materials acquired through interim site maintenance; inspection and monitoring of sites; quarterly reporting to the EPA, the City, the County, and the State; the preservation and maintenance of records; and permit preparation and submission.

227. Despite the substantial sums expended and the significant efforts undertaken to date to cleanup and/or contain the release or threatened release of PCBs and other hazardous substances at the six sites that are the subject of the Consent Order, Westinghouse has just begun to satisfy the requirements of the Consent Order. Westinghouse will incur additional damages in the future, inter alia, to construct the incineration facilities and incinerate the contaminated materials designated in the Consent Order.

Waste Disposal Engineering Site
(Andover, Minnesota)

228. The Waste Disposal Engineering Site was established in 1963 as a hazardous waste landfill and was subsequently permitted as a solid waste site by the Minnesota Pollution Control Agency (the "MPCA") in 1971. In 1968, the site was purchased by Waste Disposal Engineering, Inc. At that time, the MPCA approved the construction of a lined pit for the disposal of hazardous waste, including, solvents, oils, paint sludges, caustics and acids. In 1974, the MPCA ordered the pit at the site closed. In 1983, the site was listed by the EPA on the NPL.

229. In July 1983, the MPCA requested information under Minnesota's Environmental Response and Liability Act from Thermo King. The MPCA advised Thermo King that it was conducting an investigation of the waste disposal activities of Waste Control, Inc. and Waste Disposal Engineering, Inc.

230. Preliminary testing and investigation by the MPCA detected toxic substances in groundwater and surface water adjacent to the site. The MPCA has requested the EPA to undertake and fund an RI/FS.

231. During the relevant period, Thermo King utilized a manufacturing process that involved metal pre-treatment and finishing operations for pre-assembled internal combustion components. The EPA and/or the MPCA has alleged in the pending

action that paint sludge, waste oil and waste solvents, including trichloroethane and methylene chloride generated in the Thermo King manufacturing process, were disposed of at the site.

232. In March 1984, the EPA, the MPCA and nine purported generators of toxic substances, including Thermo King, entered into an Administrative Order and Response Order by Consent wherein participating companies agreed to conduct an RI/FS to assess the extent of hazardous waste contamination in the soil and groundwater and in the adjacent Coon Creek. The parties, including Thermo King, have committed to fund the RI/FS up to the amount of \$500,000. The parties have further agreed to reimburse the MPCA and the EPA for past expenses and to cleanup the site or fund the cleanup of the site with a \$1 million trust fund. As of August 1986, this trust fund was exhausted and in need of replenishment with additional monies.

Bay Drums Site
(Tampa, Florida)

233. In March 1986, the EPA notified Westinghouse that, on the basis of shipping records gathered by the EPA, it has reason to believe that Westinghouse may have disposed of hazardous substances at the Bay Drums Site located at Tampa, Florida and, therefore, is a potentially responsible party in the EPA action commenced under CERCLA and liable for cleanup costs. Westinghouse allegedly shipped approximately 76 scrap drums to the Bay Drums Site in 1980. These shipments allegedly were made by a former

manufacturing facility of Westinghouse located at 6001 Westshore, Tampa, Florida, which facility closed in 1981.

234. The EPA has determined that a release of hazardous substances, as defined by Section 101 of CERCLA, has occurred at the Bay Drums Site. Specifically, it alleges that chlordane, 1,1-dichloroethane, 1,1-dichlorethylene, toluene, lead and chromium have been released into the environment. As a result, the EPA alleges that there has been contamination of the surficial aquifer and that groundwater wells may be threatened with contamination.

Bengart, Memel & Company
(Buffalo, New York)

235. In December 1985, Westinghouse was advised by legal counsel for Bengart, Memel & Company and Electric Dismantlers, Inc. of Buffalo, New York that Westinghouse had allegedly sold these firms a number of transformers and voltage regulators during the period from 1960 through 1980 which equipment contained PCBs. The transformers and voltage regulators were allegedly sold through Westinghouse's Apparatus Repair Plant located at 1132 Seneca Street, Buffalo, New York.

236. Bengart, Memel & Company and its owners have alleged a claim of contribution against Westinghouse purportedly under the joint and several liability provisions of CERCLA and, in May 1986, initiated suit in New York state court requesting pre-action discovery from Westinghouse. In October 1986, the court denied said request.

Berks Associates Site
(Douglasville, Pennsylvania)

237. The Berks Associates Site is a privately owned parcel of about 50 acres located in Berks County, Pennsylvania. During the period from about 1941 to 1983, the site was operated by Berks Associates, Inc. as a waste processing facility. On the basis of business records found at the site, it is estimated that over 100 million gallons of liquid waste were sent to the site, including used oil and solvents. In June 1983, on the basis of a completed RI/FS, the EPA determined that there had been a release and/or threatened release of contamination under CERCLA and RCRA. In September 1983, the Berks Associates Site was placed on the NPL.

238. In June 1985, Westinghouse received a request for information under Section 104 of CERCLA relating to any hazardous substances that Westinghouse shipped, stored or disposed of at the Berks Associates Site. The EPA specifically requested information regarding waste generated by Westinghouse's Lester, Pennsylvania plant.

239. As it has not been clearly established what, if any, substances Westinghouse may have contributed to the site, Westinghouse has declined to actively participate in a proposed Consent Order that has been drafted by potentially responsible parties.

**ATTACHMENT B
PROPERTY INSURANCE**

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
The Manhattan Fire and Marine Insurance Company (Now Known As: Puritan Insurance Company)	FI503325 FI503073	06/04/77 06/04/76 - 06/04/77
Midland Insurance Company	IMPR520162 IMPR520067	08/01/78 - 08/01/81 02/01/77 - 03/01/81
Mutual Fire, Marine and Inland Co.	IM2774 IM2247	11/01/80 - 01/01/82 08/01/78 - 08/01/81
National Union Fire Insurance Company of Pittsburgh, PA	IMB4558653 IMB4512475 IMB4511004 D4525378	11/01/80 - 11/01/83 08/01/78 - 08/01/81 08/01/80 - 08/01/81 02/01/77 - 02/01/81
Northbrook Insurance Company (Name changed to Northbrook Excess and Surplus Insurance Company. Merged with Allstate Insurance Company effective 1/1/85)	63506864 63504564 63503091 63504326	11/01/80 - 11/01/82 08/01/78 - 08/01/81 03/01/77 - 03/01/81 06/04/78 - 08/01/81
Proprietors Insurance Company	PIF000100 PIF000039	11/01/80 - 08/20/81 03/15/79 - 03/15/82
Puritan Insurance Company (Formerly Known As: The Manhattan Fire and Marine Insurance Company)	SP660831 SP660832 SP660466 SP660817	11/01/80 - 05/01/81 11/01/80 - 05/01/81 03/15/80 - 03/15/81 08/01/80 - 08/01/81
Ranger Insurance Company	81A6085	08/20/81 - 11/01/82
Royal Exchange Assurance of America, Inc.	NMFG63501 NMFG567513	11/01/80 - 11/01/83 08/01/78 - 08/01/81
Stonewall Insurance Company	"Binder"	11/01/80 - 07/30/81
Zurich American Insurance Company of Illinois	IF7038761 IF7038679	06/04/78 - 03/01/79 02/01/77 - 02/01/79

Big John Salvage Site
(Fairmont, West Virginia)

240. The Big John Salvage Site is comprised of two related locations; one site located near Route 250 and the other near Hoult Road, Fairmont, West Virginia. The EPA has commenced an action against Westinghouse under CERCLA in federal court in the Northern District of West Virginia to recover the costs incurred by the EPA in the cleanup of the PCBs and hazardous substances found at the Route 250 site.

241. The second location, the Hoult Road site was owned and operated by The Riley Tar and Chemical Company from 1932 through January 1973. During this time, the EPA has reason to believe that the owner disposed of hazardous substances at the site. In January 1973, Big John's Salvage Company, Inc. became the owner and operator of the site and additional wastes are alleged to have been deposited at the site.

242. In July and August 1983, the EPA conducted a multi-media sampling program which apparently demonstrated soil and water contamination at the site and off-site migration of contamination which was a threat to or had caused soil, groundwater and surface water contamination. On the basis of its tests, the EPA concluded that there was acute and toxic soil and water contamination at the Hoult Road location which presented a serious and imminent threat of human illness, disease or death.

243. The EPA investigation indicated considerable off-site migration of hazardous substances, including known carcinogenic substances (benzo(k) fluorantene and benz(a) and anthracen), organics (benzene, chloroform, toluene, trichloroethane) and metals (lead, mercury, cadmium, chromium). In the fall of 1983, in response to a perceived emergency situation, the EPA took immediate action to prevent further off-site migration of contaminants and expended substantial public funds in connection with the investigation, containment and cleanup of the Big John Salvage Site.

244. In October 1983, the EPA notified Westinghouse that it is a potentially responsible party in the EPA action commenced under CERCLA for the contamination relating to the Big John Salvage Site and, as such, may be liable for the cleanup costs incurred by the EPA. The EPA subsequently initiated suit under CERCLA against Westinghouse in federal court in the Northern District of West Virginia. By Amended Order and Consent Decree dated September 11, 1986, the EPA settled its claims against Westinghouse relating to the surface cleanup costs for \$175,000.

Buckingham County Landfill Site
(Dillwyn, Virginia)

245. In June 1986, the EPA requested that Westinghouse furnish information pursuant to Section 3007(a) of RCRA and Section 104(e) of CERCLA regarding the transport, treatment, storage or disposal of hazardous substances at the Buckingham County Landfill Site (formerly Love's Container Service Landfill).

246. Westinghouse subsequently advised the EPA that the only records that it could locate in response to its request reflected shipments from Westinghouse's South Boston, Virginia facility to the site in 1980. These documents reflect the shipment of approximately 53 drums of paint and solvent liquid waste.

Chem Dyne Site
(Hamilton, Ohio)

247. The Chem Dyne Site, located at Hamilton, Ohio, operated as a waste recycle station. The EPA has investigated and identified the presence of hazardous wastes, including PCBs, at the site. In March 1982, the EPA notified Westinghouse that it was a potentially responsible party under CERCLA and requested that it participate in the cleanup of the site. Without further information substantiating this claim, Westinghouse has declined to participate in the cleanup.

248. Other generators who have entered into settlements with the EPA have alleged that Westinghouse shipped hazardous solvents to the site and have threatened to seek contribution from Westinghouse.

Chandonnet Site
(Lowell, Massachusetts)

249. Since 1952, a scrap metal reclamation facility has been operated at the Chandonnet Site in Lowell, Massachusetts. During the period from 1962 through 1984, electrical equipment, including transformers obtained from a number of companies, were

brought to the site by scrap metal brokers. An investigation conducted by the Commonwealth of Massachusetts, Department of Environmental Quality Engineering ("MDEQE") has concluded that the soil at the site is contaminated with PCBs and that there is evidence of groundwater contamination by volatile organics, including benzene, toluene, ethylbenzene and chlorobenzene. The MDEQE report, issued in January 1985, indicates that soil and groundwater contamination at the site may be migrating off-site towards the Pawtucket Canal. The report further indicates the presence of surficial soil "hot spots" of PCBs concentrations.

250. In October 1985, the MDEQE notified Westinghouse that it is a potentially responsible party in the MDEQE action commenced under Massachusetts General Law, Chapter 21, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, and is potentially liable for all costs of assessment, containment and removal of hazardous materials from the Chandonnet Site. The MDEQE further alleged that Westinghouse's Industry Service Division located at Needham, Massachusetts had been a source of the transformers which were recycled and/or stored at the subject site and which contained the PCBs which are alleged to have contaminated the site. The MDEQE also has filed an information request with Westinghouse under the Massachusetts Oil and Hazardous Material Release Prevention and Response Act.

City Chemical Site
(Orlando, Florida)

251. The City Chemical Site, located at 3920 Forsyth Road, Orlando, Florida, was operated by City Chemical Company during the period from approximately 1971 through August 1983. During this period the site received, handled, stored, reclaimed and disposed of hazardous waste chemicals including chlorinated and non-chlorinated organic solvents, paint and varnish wastes, acid/alkaline plating waste, waste ink and other solvents. In August 1983, City Chemical Company abandoned the site leaving approximately 1,200 drums of hazardous waste and thousands of gallons of flammable liquids and sludges in large holding tanks on the site. In September 1984, the EPA included the City Chemical Site on the NPL.

252. Shortly following the abandonment of the site, the Florida Department of Environmental Regulation (the "FDER") determined that the site posed an unacceptable risk to the public and environment and initiated an immediate state funded cleanup of the site. The FDER supervised the removal of hazardous waste sludge and liquids and the decontamination of on-site holding tanks and of soil. Environmental sampling has established the presence of groundwater contamination at and/or adjacent to the site and high levels of volatile organic contamination of the soil.

253. In April 1985, the FDER notified Westinghouse that it is a potentially responsible party in the action commenced under CERCLA and may be responsible for the investigation and cleanup of

the City Chemical Site. The Westinghouse facility that is the subject of EPA investigation is the former Oldsmar Plant located in Oldsmar, Florida. (Prior to its acquisition by Westinghouse, the Oldsmar Plant was owned by Bectral Electronics, Inc.) In July 1984, Bectral Electronics, Inc. also had been notified by the FDER that it may be a potentially responsible party under CERCLA for the contamination at the City Chemical Site.

Combustion, Inc. Site
(Livingston Parish, Louisiana)

254. DuBose, an individual, constructed an oil reclamation facility on a 1 1/2 acre site at the back of his house in Livingston Parish, Louisiana. During this same period, DuBose also commenced digging pits on the land adjacent to the oil reclamation plant. In the mid 1960's, DuBose installed a pipeline from the oil reclamation plant to the disposal pits. The overflow from the disposal pits ran into drainage ditches that emptied into a canal and ultimately into the Beaver branch of the West Calyell Creek.

255. In May 1976, DuBois Oil Co. was incorporated and granted a permit to discharge treated waste from the waste oil reclamation facility via the natural drainage ditch. In September 1983, Combustion, Inc. was incorporated and thereafter operated the Combustion, Inc. Site.

256. In January 1986, the State of Louisiana, Department of Justice, advised Westinghouse that it is a potentially

responsible party in connection with the Combustion, Inc. Site. The State of Louisiana contends that Westinghouse's Baton Rouge Apparatus Repair Plant shipped waste oil, including used transformer oil, to the Combustion, Inc. Site. Westinghouse subsequently has become involved as a member of the potentially responsible parties' steering committee.

257. In July 1986, four lawsuits, including a class action, were commenced against a number of parties, including Westinghouse, in Livingston Parish, Louisiana in connection with the Combustion, Inc. Site. These complaints allege both bodily injury and property damage.

Edward Allen Landfill Site
(Corning, New York)

258. The Edward Allen Landfill Site, located at Corning, New York, was a privately owned landfill which received industrial and municipal wastes from various generators (including the City of Corning) during the period from 1953 to 1978. Heavy metals (such as lead, arsenic, selenium, etc.), epoxy resins and organics have been identified at the site. During site inspections, leachate streams have been observed at various locations around the entire landfill and flow in close proximity to private residences. Black and orange streams containing noxious smelling liquids also have been observed at both the north and south drainage routes and may be entering state watercourses. The site has been placed on the NPL, and it is

estimated that substantial public funds will be necessary to cleanup the site.

259. In May 1986, the New York State Department of Environmental Conservation (the "NYSDEC") advised Westinghouse (the Horseheads, New York facility) that it is a potentially responsible party in the action commenced with respect to the Edward Allen Landfill Site. Westinghouse is alleged to have disposed of industrial liquid, sludge, slurry and powder waste during a period including 1975 through 1979. Westinghouse and Corning Glass have agreed to contribute to and fund the cost of the RI/FS to be performed in connection with the site.

Electric Power Board of Chattanooga
(Chattanooga, Tennessee)

260. On or about August 23, 1985, the Electric Power Board of Chattanooga and the Huntsville Electric Utilities Board (hereinafter collectively referred to as the "EPB"), commenced an action (the "EPB Action") against Westinghouse and seven other defendants in the Circuit Court of Hamilton County, Tennessee. Subsequently, the EPB Action was removed to the United States District Court for the Eastern District of Tennessee, Southern Division, Civil Action No. 1-85-634, where it is currently pending.

261. The EPB alleges in its complaint that the defendants, including Westinghouse, sold electrical equipment, including transformers and capacitors, to EPB that contain dielectric fluids with PCBs.

The EPB also alleges that this PCBs-containing equipment poses a significant danger to human health and to the environment. As a result, the EPB alleges, the EPB has been compelled to test, inspect, remove and dispose of PCBs-containing equipment utilized on its property.

262. The EPB's complaint purports to allege fifteen causes of action based upon various theories, including strict liability and breach of warranty, and seeks compensatory damages, restitution, indemnification, costs of suit and attorneys' fees. The EPB specifically alleges in its complaint that it has incurred property damage as well as financial loss.

263. In response to the Complaint, Westinghouse filed its Answer on or about December 11, 1985. Discovery has commenced among the parties in the form of interrogatories and the exchange of documents.

264. In addition to the sums expended and the efforts undertaken to date to defend the EPB Action, Westinghouse reasonably anticipates that expenditures will be incurred in the future to defend said action and to satisfy any award or judgment that may be entered against Westinghouse.

Enviro Chem Site
(Zionsville, Indiana)

265. In March 1983, the EPA notified Westinghouse's Control Equipment Division located in Beaver, Pennsylvania that,

based upon site research, manifests and other documents, Westinghouse is responsible for the deposit of nine drums of waste at the Enviro Chem Site located in Zionsville, Indiana and is a potentially responsible party in the action commenced under CERCLA. The EPA estimates that the site contains approximately 23,000 drums of liquid and solid waste, 300,000 gallons of bulk storage liquid and 1,000,000 gallons of contaminated cooling pond liquids. The site has been placed on the NPL, and over 240 possible generators of waste deposited at the site have been identified.

266. In 1983, the EPA initiated suit in the United States District Court for the Southern District of Indiana against the site owner/operator and other potentially responsible parties, including Westinghouse. In 1983, pursuant to a Consent Decree, Westinghouse paid the EPA \$155 in settlement of the surface cleanup of the site. In 1984, Westinghouse paid an additional \$150 as its pro-rata share of the groundwater cleanup costs. The EPA subsequently has reopened its investigation of the site.

267. A facility of Thermo King located at Bloomington, Minnesota also has been identified as having shipped 248 drums of waste paint and sludge, thinner, paint enamel, xylol and toluene to the site in 1978 and 1979.

J. V. Peters Site
(Middlefield, Ohio)

268. From 1981 to 1983, J. V. Peters and Co., Inc. operated a waste disposal and recovery facility located at

Middlefield, Ohio. Prior to 1981, a partnership operated the facility at the same location. The EPA has determined that, pursuant to CERCLA, there has been a release or threatened release of hazardous substances at the site, including paint wastes, halogenated solvents, chlorinated fluorocarbons, sludges from solvent recovery and various plating wastes. The EPA has undertaken response actions at the site using public funds, which actions include securing the site, soil sampling and the removal and disposal of contaminated tanks, drums, water and debris.

269. The EPA subsequently has notified Westinghouse, at its Sharon, Pennsylvania Plant, that it is a potentially responsible party in the action commenced under CERCLA for the contamination at the J. V. Peters Site.

270. In July 1985, the EPA commenced suit against various parties, including Westinghouse, in the United States District Court for the Northern District of Ohio, pursuant to Section 107 of CERCLA, for recovery of costs incurred by the United States in responding to the releases or threatened releases of hazardous substances at the J. V. Peters Site. In its suit, the EPA alleges that Westinghouse arranged for the disposal, treatment or transport of hazardous substances delivered and deposited at the site.

Kentucky Avenue Well Site
(Horseheads, New York)

271. The Kentucky Avenue Well Site is located in the town of Horseheads, New York. The well, owned by the Elmira Water Board,

was constructed in 1964 to provide drinking water for the public. In May 1980, contamination in excess of New York State's permissible drinking water guidelines was detected during an inspection of wells near an abandoned landfill (the alleged landfill is located on Westinghouse property approximately 1 1/4 miles northwest of the Kentucky Avenue well). The New York State Department of Health inspection also showed excessive levels of TCE in the Kentucky Avenue Well and high levels at two private wells located nearby. Following this discovery, the Kentucky Avenue Well was closed

272. In November 1982, the EPA notified Westinghouse that it is a potentially responsible party in the EPA action commenced under CERCLA for the contamination of the Kentucky Avenue Well Site. In April 1983, the EPA advised Westinghouse that it intended to conduct an RI/FS, including a comprehensive hydrogeologic investigation, of suspected sources of contamination at the Newton Creek Aquifer (which encompasses the Kentucky Avenue Well Site). The New York State Department of Environmental Conservation (the "NYSDEC") conducted such a study under funding from the EPA.

273. In September 1986, the EPA signed a record of decision relating to the Kentucky Avenue Well Site which decision was concurred with by the NYSDEC. The Record of Decision entered in September 1986 by the EPA and NYSDEC adopts the findings of the RI/FS study which recommends that an investigation be conducted of all residences using private wells and that all private well users in the vicinity of the Kentucky Avenue Well Site be connected to

public water supplies. The report also recommends the installation of monitoring wells and that a supplemental study be performed to identify the sources of contamination and the cost effective and feasible measures available to control such contamination.

Keystone Sanitation Landfill Site
(Hanover, Pennsylvania)

274. The Keystone Sanitation Landfill Site is a privately owned and operated landfill located in the southeast corner of Adams County, Pennsylvania.

275. In March 1986, the EPA served Westinghouse's Gettysburg, Pennsylvania facility with a request, under Section 104(e) of CERCLA, for information relating to any shipment of hazardous wastes from Westinghouse to the Keystone Sanitation Landfill Site. Westinghouse manufactures elevator and escalator components at its Gettysburg, Pennsylvania facility, specifically sheet metal fabrication, electrical assembly and wiring.

276. In its April 1986 response to the EPA request for information, Westinghouse stated that its Gettysburg facility produces waste paint, xylene liquids and solids, waste oil and trichloroethane liquid.

Laurel County Landfill
(Laurel County, Kentucky)

277. The Laurel County Landfill, located in Laurel County, Kentucky, was a privately operated landfill that disposed of

waste from 1966 through 1984. The Commonwealth of Kentucky alleges that there has been soil and groundwater contamination from the site.

278. In August 1984, the Commonwealth of Kentucky, Natural Resources and Environmental Protection Cabinet, filed an administrative complaint under Kentucky law against a number of allegedly responsible parties, including Westinghouse. The complaint alleges that Westinghouse's London, Kentucky plant (which assembles breakers for emergency power plants) generated hazardous wastes, including paint residues, which were unlawfully transported to and deposited at the Laurel Landfill Site.

279. In December 1985, a private action was commenced in Kentucky federal court under CERCLA by current and former property owners near the site. The complaint alleges that off-site migration of contamination has caused plaintiffs' physical injuries and property damage. The plaintiffs have alleged claims against various defendants, including Westinghouse. Specifically, it is alleged that Westinghouse deposited toxic wastes from 1980 to 1983 at the site.

Liquid Disposal Inc. Site
(Shelby Township, Michigan)

280. The Liquid Disposal Inc. Site is located on Ryan Road, City of Utica, Shelby Township, Michigan. The 6.8 acre site is bordered by the Clinton River to the north and by wetlands to the south. Liquid Disposal Inc. operated at the site as a commercial

incinerator of liquid industrial wastes from the late 1960's until bankruptcy in April 1982.

281. Following the site's closing in 1982, the EPA undertook emergency actions at the site to stabilize conditions through the removal of hazardous substances. The EPA improved the security of the site, constructed a leachate collection system and undertook extensive surface cleanup, all at public expense. The waste liquid and scrubber lagoons were drained, capped and sealed and all drums containing waste were removed for off-site disposal.

282. In September 1983, the Michigan Department of Natural Resources (the "MDNR") instituted an RI/FS funded through a co-operative agreement with the EPA. A remedial investigation report was subsequently issued.

283. In July 1984, the EPA notified Westinghouse at its 615 Griswold Street, Detroit, Michigan facility that, on the basis of state records, site investigation reports and other documents, it is a potentially responsible party in the EPA action commenced under CERCLA for the investigation and cleanup of the Liquid Disposal Inc. Site. Under Section 104(e) of CERCLA, the EPA has requested that Westinghouse provide information for the period from January 1968 through May 7, 1982 regarding its delivery of hazardous waste to the site.

Lowry Landfill Site
(Arapahoe County, Colorado)

284. The Lowry Landfill Site, owned by the City of Denver, was operated as an industrial and municipal landfill during the period from approximately 1965 through 1980. Based on preliminary studies, the alluvial and bedrock aquifers (groundwater sources) beneath and adjacent to the site have been contaminated with hazardous waste. A complete RI/FS is proceeding and is expected to be concluded in 1987.

285. In March 1983, Western Zirconium Division of Westinghouse (formerly a Westinghouse subsidiary, Western Zirconium, Inc.) and Wyoming Mineral Division of Westinghouse (formerly a Westinghouse subsidiary, Wyoming Mineral Corporation) received letters from the EPA requesting information relating to the generation, transport or deposit of hazardous wastes at the Lowry Landfill Site.

286. The Wyoming Mineral Division - Central Laboratory, was established in 1975 and was operated as an analytical and metallurgical laboratory through October 1981. From 1978 until October 1981, approximately 50,000 gallons of waste water were analyzed at the laboratory and subsequently disposed of. Laboratory notebooks contain notations reflecting six shipments in 1978 "to Lowry" with no indication of the content of the shipments. In June 1986, Western Zirconium Division advised the EPA that in November

1981 a single shipment of 52 drums of waste was sent to Denver - Arapahoe waste processing facility.

Maryland Sand, Gravel and Stone Site
(Elkton, Maryland)

287. The Maryland Sand, Gravel and Stone Site is a former waste disposal site situated within an old sand quarry located in Elkton, Maryland. The 200 acre site consists of several unlined lagoons which were formerly used to store various industrial and chemical wastes. The Maryland Sand, Gravel and Stone Company owned and operated the site at the time of the alleged disposal operations (during the period 1969 through 1974). The site was used primarily for the disposal of waste processing water, sludge, still bottoms, and solid and semi-solid waste. The site has been placed by the EPA on the NPL.

288. During 1984 and 1985, the EPA conducted an extensive RI/FS at the site. As a result of its investigation, the EPA concluded that surface soils were contaminated with organic compounds and that sediment and water samples from groundwater and pond areas downgrade from the site also contained organic compounds from the site. There is evidence of on-site shallow groundwater contamination with metals, volatile organic compounds and semi-volatile organic compounds. The Maryland Office of Environmental Programs, Department of Health and Mental Hygiene has been involved with the EPA in the investigation and cleanup of the site.

289. On the basis of the EPA investigation, only two parties have been identified as having sent waste directly to the site, Airco and Galaxy. Galaxy, a reprocessor and recycler of waste, received waste which was eventually shipped to the site from many sources. Marisal was Galaxy's primary waste broker during this period.

290. The EPA has alleged that Westinghouse's then Edison Products Facility (a manufacturer of air conditioners) sent hazardous waste to Marisal, which waste eventually was deposited at the Maryland Sand, Gravel and Stone Site. Specifically, the EPA contends that during 1974 Westinghouse shipped waste containing TCE to Marisal which waste was later deposited at the site.

Maxey Flat Nuclear Disposal Site
(Morehead, Fleming County, Kentucky)

291. In 1963, the Commonwealth of Kentucky commenced operation of a low-level radioactive disposal site located at Maxey Flat, Fleming County, Kentucky. Kentucky had previously entered into a licensing agreement with the United States Atomic Energy Commission to assume regulatory powers for the management of the low-level radioactive materials received at the site. As part of the licensing agreement, title to the Maxey Flat Disposal Site was transferred to Kentucky and the operation of the site was contracted to a private corporation, the Nuclear Engineering Company.

292. During the period from the commencement of site operations in 1963 to the termination of site disposal activities in

1977, the EPA estimates that 4.75 million cubic feet of waste were deposited at the 25 acre active disposal area of the Maxey Flat Disposal Site. In addition to atomic by-product material, atomic source material and special nuclear material, it is alleged that hazardous organic materials and chemicals also were deposited at the site.

293. The EPA has determined that a release of hazardous substances, as defined by CERCLA, has occurred at the Maxey Flat Disposal Site.

294. In November 1986, the EPA notified Westinghouse that, on the basis of shipping records gathered by the EPA, it has reason to believe that Westinghouse may have shipped hazardous contaminants to the site during its period of operation and is a potentially responsible party in the EPA action commenced under CERCLA with respect to the Maxey Flat Disposal Site. As such, Westinghouse may be liable for the costs incurred by the United States in taking corrective actions at the site, including, but not limited to, expenditures of public funds for investigation, planning and cleanup of the site and the cost of enforcement activities.

North Hempstead Landfill Site
(North Hempstead, New York)

295. In September 1985, Westinghouse received a request from the EPA under Section 104(e) of CERCLA for information regarding the shipping of hazardous substances to the North Hempstead Landfill Site. This request was directed to

Westinghouse's facility located at 805 Third Avenue, New York, New York.

296. On September 25, 1985, Westinghouse responded to the EPA request stating that the facility to which the EPA addressed its request is solely an office facility and is not involved in the manufacture and/or processing of chemicals. Westinghouse further stated that unless the EPA identifies a specific facility, it cannot respond to the request for information.

Northside Sanitary Landfill Site
(Zionsville, Indiana)

297. On September 21, 1984, the Northside Sanitary Landfill Site located at Zionsville, Indiana was placed on the NPL as a result of the detection of soil and groundwater contamination. The EPA has already expended substantial public funds for an RI/FS of the site.

298. In September 1985, the EPA notified Westinghouse that, based upon its investigation, it is a potentially responsible party in the EPA action commenced under CERCLA with respect to the Northside Sanitary Landfill Site and, as such, may be liable for the cleanup costs incurred by the United States. Specifically, the EPA alleges that Westinghouse's Bloomington, Indiana plant utilized the services of the Jones Chemical Company, a waste transporter, during the period from 1976 through 1982, which transporter may have shipped chromate sludge, paint sludge, solvents, paints and

varnishes, sulfuric acid, paint thinner and isopropylbiphenyl to the site.

Old Forge Landfill Site
(Lakawanna County, Pennsylvania)

299. In December 1985, the EPA requested information from Westinghouse relating to its generation, transport or deposit of hazardous waste at the Old Forge Landfill Site located at Lackawanna County, Pennsylvania.

300. It is alleged that during 1978, Westinghouse shipped spent solvents and liquid waste to Simon Wrecking Co., a waste transporter that has been identified by the EPA as a potentially responsible party in connection with the Old Forge Landfill Site. Simon Wrecking is attempting to join Westinghouse and assert a claim against Westinghouse for contribution in the pending EPA action. Additionally, property owners in the vicinity of the site have commenced actions to recover for property damage and personal injuries as a result of off-site migration of contaminants.

Pfohl Brothers Landfill Site
(Cheektowaga, New York)

301. The Pfohl Brothers Landfill Site is approximately 120 acres and is located in Cheektowaga, Erie County, New York. The site was allegedly used as a landfill, possibly as early as the 1930s through 1971. Wastes received at the site include phenol tars, waste solvents, paint thinners, pine tar, pitch, rubber, scrap metals and miscellaneous solid waste. It is alleged that

Westinghouse shipped general refuse materials to the site during the period from 1946 to 1966.

302. Past inspections of the site have revealed leachate outbreaks along ditches which drain into the Ellicott Creek and leachate flowing into adjacent wetlands. In March 1986, Westinghouse received notice from the NYSDEC that it is a potentially responsible party in an action commenced under CERCLA in connection with the Pfohl Brothers Landfill Site. The NYSDEC contends that Westinghouse's Medium Motor Division located in Buffalo, New York shipped refuse to the site from 1964 through 1966.

Pottstown Abandoned Trailer Site
(Cleveland, Ohio)

303. By letter dated March 19, 1986, the EPA, pursuant to Section 104(e) of CERCLA, requested information from Westinghouse regarding the generation, shipment or deposit of waste by Westinghouse in connection with an abandoned trailer, the exact location of which is unclear from the record. The Westinghouse facility under investigation is the Combustion Control Division of Westinghouse.

Precision Media Site
(Sunnyvale, California)

304. The Precision Media Site is located at 1262 North Lawrence Station Road, Sunnyvale, Santa Clara County, California. The site has been owned since 1966 by Walter and Lois Ricci and Joseph and Carmenina Stefani. Precision Media Corporation leased

the site from 1983 to 1984. WIC USA (d/b/a Allied Media) leased the site from 1979 through 1983. During the period from 1979 through 1984 recording tape and magnetic tape coatings were manufactured at the site.

305. Karex, Inc. (owned by Rohm & Haas Co.) leased the site from 1971 through 1978 and, during that time, manufactured floppy discs and digital equipment at the site. TSC Corporation purchased Karex, Inc. from Rohm & Haas Co. in 1976. In August of 1985, Westinghouse purchased TSC Corporation.

306. In August 1986, the California Department of Health Services (the "CDHS") issued its remedial order to Westinghouse pursuant to the California Health & Safety Code. The CDHS identified Westinghouse as a potentially responsible party as a result of its purchase of Karex, Inc.

307. In its remedial action order, the CDHS found that Allied Media used five underground storage tanks located at the site to store methyl ethyl ketone ("MEK") and cyclohexanone products used in its manufacturing process. In addition, a sixth tank was used to store waste solvents, a by-product of the manufacturing process. Soil samples taken at the site in 1984 revealed contamination of MEK and other substances. In July 1985, the underground storage tanks were removed. The CDHS contends that investigations conducted at the site demonstrate groundwater contamination by various chlorinated and non-chlorinated solvents.

Pristine, Inc. Site
(Reading, Ohio)

308. In June 1985, the EPA advised Westinghouse that, based upon its review of state records, investigation reports and other documents, it is a potentially responsible party in the EPA action commenced under CERCLA in connection with a release or threatened release of hazardous substances that has occurred at the Pristine, Inc. Site, Reading, County of Hamilton, Ohio. Under Section 104(e) of CERCLA, the EPA also requested that Westinghouse provide information with respect to any hazardous substances that it may have produced, generated, transported or disposed of at the Pristine, Inc. Site.

309. In June 1985, in response to the EPA's request for information, Westinghouse advised the EPA that it owns an Assemblies Division plant (which produces electrical distribution equipment) and an Apparatus Repair plant (which repairs transformers, generators and motors), both located in Cincinnati, Ohio, and that its response is based upon its review of the records of these facilities. Westinghouse then advised the EPA that its records indicate that its Assemblies Division plant sent ten drums containing paint sludge and solvents to the Pristine, Inc. Site in 1980 and 1981.

Revere Chemical Site
(Nockamixon, Pennsylvania)

310. In April 1986, pursuant to Section 104(e) of CERCLA, the EPA requested that Westinghouse provide information regarding its generation, transport or storage of hazardous substances at the Revere Chemical Site located at Nockamixon Township, Bucks County, Pennsylvania. (Westinghouse was contacted by the EPA as a result of the testimony of a past president of ECCO, Inc. in an unrelated proceeding.) The EPA advised Westinghouse that hazardous substances including chromium and copper were transported to and/or stored at the site and that the site had apparently been operated by two companies, Ecco, Inc. and Revere Chemical Co. Apparently, Ecco, Inc. manufactured chemicals from industrial wastes, etching solutions and waste plating solutions, that it obtained from the electronics industry.

311. In September 1986, Westinghouse responded to the EPA that it cannot locate any records or information regarding any shipments of hazardous waste to the Revere Chemical Site and that it has no record of having conducted business with either Revere Chemical Co. or Ecco, Inc.

River Road Landfill
(Hermitage, Pennsylvania)

312. In April 1987, Westinghouse received a request from the EPA under Section 104(e) of CERCLA for information relating to alleged contamination at a site located on River Road, Hermitage,

Mercer County, Pennsylvania near the Shenango River. The site is upstream of Westinghouse's facility located at Sharon, Pennsylvania. The site is currently under investigation.

The Royal Hardage Site
(Criner, Oklahoma)

313. The Royal Hardage Site located near Criner, McClain County, Oklahoma was used for the disposal of solid and liquid wastes from 1972 to 1980. The site was permitted by the Oklahoma State Department of Health to accept all types of industrial and hazardous materials except radioactive waste. Many of the wastes disposed of at the site were "hazardous" under RCRA including, chlorinated solvents, styrene tars, acids, caustics, paint sludges, heavy metals, pesticides, inks, PCBs and large quantities of other unknown hazardous wastes. In September 1980, the EPA filed suit against the site under Section 7003 of RCRA, and disposal operations subsequently ceased at the site in November 1980. It is estimated that approximately 18 to 20 million gallons of waste were disposed at the Royal Hardage Site.

314. In September 1980, the EPA commenced suit against Royal Hardage Industrial, Inc., the operators of the site, under Section 7003 of RCRA. Royal Hardage Industrial, Inc. undertook site decontamination and enclosure efforts subsequent to the EPA action, which efforts extended into 1982.

315. Subsequent investigations have revealed extensive surface contamination of the soil at the Royal Hardage Site. The

groundwater beneath and adjacent to the site also has been contaminated by volatile organic substances.

316.. In December 1984, the EPA advised Westinghouse that it is a potentially responsible party in the EPA action commenced under CERCLA for the contamination of the Royal Hardage Site. Westinghouse's Norman Oklahoma manufacturing facility was identified by the EPA as the possible generator of these wastes. Westinghouse sold this facility in 1981 to Borg-Warner. Based upon the records of the contractor who transported Westinghouse's wastes from the Norman, Oklahoma facility, Westinghouse shipped solvents, paint sludge, oil emulsion, waste oil, waste drums, water based coolants, sludge and trichloroethane to the Royal Hardage Site during the period from 1976 through 1980.

317. On June 26, 1986, the EPA commenced suit pursuant to Section 7003 of RCRA and Sections 104, 106 and 107 of CERCLA against thirty-six (36) potentially responsible parties identified in connection with the Royal Hardage Site, including Westinghouse.

Sandonelle, Inc. Site
(Findley Township, Pennsylvania)

318. In October 1985, the EPA, pursuant to Section 104(e) of CERCLA, requested that Westinghouse provide information regarding its generation, transport or disposal of hazardous substances at the Sandonelle, Inc. Site located at Findley Township, Pennsylvania. It is believed that Sandonell, Inc. reprocessed transformer oils, repaired epoxy kits and transferred bulk substances at the Findley

Township location. Preliminary soil samples indicated the presence of PCBs. The EPA alleges that PCBs may have been transported to or disposed of at the site.

319. In November 1985, in response to the EPA's request for information, Westinghouse advised the EPA that it did not transport, store or dispose of hazardous substances at the Sandonelle, Inc. Site. Westinghouse further indicated that during the period from approximately 1974 through 1977 Sandonelle, Inc. received only mineral oil from the Westinghouse plant located in Sharon, Pennsylvania. Sandonelle, Inc. then added a corrosion inhibitor to the oil and returned it to Westinghouse's Sharon Plant (now closed) for use at the facility.

SED, Inc. Site
(Greensboro, North Carolina)

320. In early 1982, SED, Inc. leased a warehouse on Radar Road in Greensboro, North Carolina to operate a facility to process PCBs. This process involved obtaining PCBs-containing capacitors, draining the fluids, decontaminating the capacitors and reclaiming the metals and extracting the PCBs from the draft paper and other materials inside the capacitors. SED, Inc. subsequently moved its processing operations to another abandoned warehouse located at Irving Court, Greensboro, North Carolina.

321. In 1985, SED, Inc. abandoned both locations. At the time of abandonment, the facilities contained several thousand

drums, crates and other containers containing PCBs as well as capacitors, capacitor carcasses and paper saturated with PCBs.

322. In July 1985, the EPA advised Westinghouse that it is a potentially responsible party for the contamination of the SED, Inc. Site. The EPA also requested information from Westinghouse pursuant to Section 104(e) of CERCLA. This notice was directed to Westinghouse's facility located in Sykesville, Maryland.

323. In August 1985, Westinghouse responded to the EPA request for information stating that, based upon its investigation and documents, it can identify only one drum containing three PCBs capacitors, absorbent and cleanup materials that was shipped to SED, Inc. in 1983 via Ecoflo, Inc. of Tuxedo, Maryland, a waste transporter. Ecoflo has assumed responsibility for immediate response costs for its customers, including Westinghouse.

The Seymour Site
(Seymour, Indiana)

324. The Seymour Site (the former Freeman Field Industrial Park), located in Seymour, Indiana, accepted for disposal various industrial wastes, including industrial solvents, phenols, benzene, toluene and PCBs. It is estimated that there are at least 60,000 drums and 98 bulk storage silos at the Site. Based upon the investigations of the EPA, there is extensive soil and groundwater contamination.

325. In May 1980, the EPA initiated an action in federal district court in Indiana under Section 7003 of RCRA and Section 311 of the Clean Water Act against numerous alleged generators of waste, including Westinghouse.

326. The EPA alleged that Westinghouse contributed 110.08 tons of resins and industrial and process wastes to the Seymour Site of a total of 79,250.29 estimated tons of waste received at the Site. In April 1983, the EPA; the State of Indiana; County of Jackson, Indiana; City of Seymour, Indiana; Board of Aviation Commissioners, City of Seymour, Indiana; and Westinghouse entered into a covenant not to sue and settlement of claims whereby Westinghouse paid the EPA \$41,665 in settlement of claims arising out of the Seymour Site.

The Shealer and Culp Disposal Site
(Straban Township, Pennsylvania)

327. During the period from approximately 1969 to 1980, Frederick M. Shealer, a waste disposal contractor, disposed of waste materials, including hazardous wastes, at four locations in Adams County near Harrisburg, Pennsylvania. Mr. Shealer disposed of waste on property that he owned located at 510 Huntertown Road, Adams County, Pennsylvania and at a waste lagoon on Shealer property across the street. Mr. Shealer also disposed of hazardous waste on Shealer property located off Route 394 near Culp Road and on property owned by William Culp on Culp Road, Adams County, Pennsylvania. In addition to solid waste, it is estimated that:

approximately 1200 drums were disposed at the sites during a ten year period of operation.

328. The PaDER initiated an investigation of the Shealer and Culp Site in response to a complaint from the Adams County Community Environmental Control Office. In January 1984, the PaDER, with the assistance of the EPA, inspected the Shealer and Culp Site. At the time of the inspection, a large number of drums were observed on the Culp property unsecured and leaking, and extensive soil contamination also was noted. The lagoon on Shealer property was observed to contain sludge and liquid by-products which had discharged into an adjacent stream. A private well located across the road from the Shealer property was contaminated with TCE and 1,1,1-Trichloroethane. High levels of contamination were noted at various points on the Shealer and Culp Site and the site was subsequently placed on the NPL.

329. On March 22, 1984, the EPA issued a letter to Westinghouse stating that there had been a release and threatened release of hazardous waste at the Shealer and Culp Site and that Westinghouse is a potentially responsible party in the EPA action commenced under CERCLA for this contamination.

330. Documents supplied to the EPA by Westinghouse in response to a Section 104(e) request under CERCLA indicate that during the period from 1969 to 1980, Westinghouse's elevator manufacturing plant in Gettysburg, Pennsylvania arranged with

Shealer for the transport and disposal of hazardous waste including, paint, paint solvents, industrial solvents and oils.

331. Between March 22, 1984 and March 1987, the EPA, pursuant to Section 106 of CERCLA, has issued several Administrative Orders directing that Westinghouse supply sufficient temporary potable water to households affected by the contamination, to remove the contaminated drums from the Culp property, to remove asbestos from the property and to remove the sludges and liquids from the lagoon on the Shealer property.

332. On March 4, 1987 the EPA entered a Consent Order pursuant to Section 106(a) of CERCLA directing that Westinghouse submit a Site Operation Plan ("SOP") and perform an RI/FS in connection with the Shealer and Culp Site.

333. Private parties residing near the Shealer and Culp Site and the Gettysburg Westinghouse plant (which is also subject to the EPA investigation) have commenced lawsuits (in both state and federal court) alleging damages relating to the contamination of their drinking water. These damages include, inter alia, the cost of obtaining alternate water supplies, damages relating to testing and monitoring private wells and future damages relating to the filtration and monitoring of water, soil tests, medical tests, possible relocation costs and the possibility of future medical problems. Westinghouse has reached settlements with some of these plaintiffs.

Sheridan Disposal Site
(Hempstead, Texas)

334. The Sheridan Disposal Site is an approximate 14 acre surface impoundment pond that was used for chemical waste disposal from at least the late 1950s until the mid 1970s. The closure of the lagoon was ordered by the State of Texas in 1975. Complete closure of the entire site was ordered in 1979. There is evidence of a wide variety of organic contamination at the site, including contamination detected in the groundwater, in sediments of the Brazos River and in the air, as well as a previous fish kill in nearby Clark Lake.

335. In June 1986, Westinghouse was notified by the EPA that it is a potentially responsible party in the EPA action commenced under CERCLA in connection with the site. The EPA contends that Westinghouse's mechanical repair plant and engineering service facility located in Houston, Texas contributed approximately 3,000 gallons of contaminated materials to the site. It is estimated that approximately 80 million gallons of liquid waste was disposed at the site. Other than the records provided to Westinghouse by the EPA, Westinghouse has no record of any waste shipment to the Sheridan Disposal Site.

Shore Realty Site
(Glenwood Landing, New York)

336. The Shore Realty Site, a 13 acre peninsula on Long Island, New York, had been a pre-World War II oil tank farm. In

1978, the site was owned by Phillips Petroleum Co. and was leased to a hazardous waste disposal firm. The site was subsequently sold and leased to Hazardous Waste Disposal Inc. and Applied Environmental Services, hazardous waste transporters who operated a hazardous waste disposal facility at the site from 1980 through 1984. In October 1983, Shore Realty Corp. purchased the site for the development of waterfront condominiums.

337. The State of New York, Department of Law, notified Shore Realty Corp. that the site was contaminated by acids, waste oil, PCBs, alkalines, toluene, TCE, MEK, ethyl benzene, xylene, acetone and other hazardous substances and directed that it cleanup the site. It is estimated that the tenants in possession at the time of purchase by Shore Realty Corp. left behind over 625,000 gallons of toxic waste.

338. In February 1984, the State of New York commenced an action in New York federal district court against Shore Realty Corp., pursuant to CERCLA and New York statutory and common law, to compel cleanup of the site and the recovery of alleged cleanup costs. In July 1985, Shore Realty Corp. initiated a third-party action for contribution under CERCLA and state law against other alleged responsible parties, including Westinghouse. It is alleged that Westinghouse contracted with waste disposal firms for the disposal of waste solvents at the Shore Realty Site.

Swissvale Auto Surplus Parts Co. Site
(Swissvale, Pennsylvania)

339. The Swissvale Auto Surplus Parts Co. Site is located in Swissvale, Pennsylvania. High concentrations of PCBs have been detected in soils at the site, in an off-site drainage ditch, and in the soil system of nearby residential properties. These PCBs appear to have originated from the handling and disposal of PCBs contaminated liquids from used transformers and other electrical equipment. The presence of TCDD has been detected in a small incinerator building at the site and in the soil of some of the neighboring residential properties. (TCDD is a by-product of the incineration of PCBs contaminated liquid.)

340. In August 1984, the EPA advised Westinghouse of the site and requested information from Westinghouse pursuant to Section 104(e) of CERCLA. The records indicate that Westinghouse's Trafford Power Circuit Division (which manufactures power circuit breakers) shipped and sold various scrap materials to Swissvale Auto Surplus Parts Co. during the period from 1978 through 1981. These scrap materials included, inter alia, surplus paint, non-magnetic alloy steel plate scrap, obsolete hardware, lamp assemblies, lead shielded copper cable, ballasts and other miscellaneous items. There is no record of Westinghouse shipping any transformers to the site. The owner of the site has commenced suit under CERCLA and common law in the United States District Court for the Western District of Pennsylvania against some of the potentially responsible parties to recover his cleanup costs and damages.

341. In addition to site cleanup costs, additional costs and damages may be incurred in connection with the possible decontamination and cleanup of various neighboring residences which allegedly have been contaminated with PCBs or dioxins from the Swissvale Auto Surplus Parts Co. Site.

Klovanich and McCue Site
(Trafford, Pennsylvania)

342. Sometime after 1978, fill material was taken from the property of Westinghouse's Power Circuit Breaker plant located in Trafford, Pennsylvania (see discussion, supra, pp. 54-56) and used as fill on private residences located in Trafford, Pennsylvania, including the Klovanich and McCue residences.

343. On the basis of an investigation conducted in August 1984 by IT Corporation on behalf of Westinghouse, it appears that this fill material is contaminated with PCBs.

344. The PaDER has conducted its own investigation of the site and, as a result, Westinghouse has removed the contaminated fill from the private residences incurring substantial expenses in the process.

WedZeb Warehouse Site
(Lebanon, Indiana)

345. WedZeb Enterprises, Inc. owns two warehouses in Lebanon, Indiana which were used to store capacitors for subsequent distribution and resale. In May 1981, a fire occurred at the

warehouse located at 415 West Pearl Street, Lebanon, Indiana. The fire destroyed the warehouse which contained approximately 50,000 capacitors and caused the release of PCBs and low levels of tetrachlorodizeno-p-dioxin (TCDD) and tetrachlorodibenzofuran (TCDF) into the immediate environment. PCBs contaminated warehouse debris remains at the site. There is evidence of PCBs contamination in nearby Prairie Creek, and there is a serious threat of groundwater contamination.

346. In February 1984, Westinghouse was advised by the Attorney General of Indiana that there is an actual or threatened release of PCBs at the WedZeb Warehouse Site and that Westinghouse's Oklahoma facility is one of 45 parties who transported PCBs to the site. The records reflect that Westinghouse sold and shipped obsolete inventory, including PCBs-containing capacitors to WedZeb during 1979.

COUNT ONE

(Declaratory Judgment)

347. The averments of paragraphs 1 through 346 hereof are incorporated herein by reference as if here set forth at length.

348. With respect to the alleged contamination, an accident or occurrence resulting in property damage, only within the meaning of the Liberty Mutual Insurance Company ("Liberty") primary insurance policies effective on and after January 1, 1958, is

"deemed to occur" on the last day of Liberty's coverage on which property was exposed to the aforesaid alleged contamination.

349. With respect to the alleged contamination, an accident or occurrence, within the meaning of all policies identified on Attachment "A" other than those identified in paragraph 348 above, and the property insurance policies identified on Attachment "B", includes the period of time beginning when the toxic substance was first released or deposited at the site and continuing progressively through and until the removal, repair or containment of such substance.

350. All conditions precedent to recovery under the policies referenced on Attachments "A" and "B" have been satisfied or waived.

351. In breach of their respective liability insurance policies, Defendants have failed and/or refused to acknowledge their duty to defend and to indemnify Plaintiffs with respect to the Underlying Environmental Claims.

352. In breach of their respective property insurance policies, Defendants have failed and/or refused to acknowledge their duty to reimburse and compensate Plaintiffs for all physical loss or property damage to the leased or owned property of Plaintiffs.

353. The alleged contamination constitutes property damage under the liability policies.

354. It is alleged in the Underlying Environmental Claims that such accident or occurrence as hereinabove described occurred during some part of the policy years during which said insurance policies were in effect.

355. An actual controversy currently exists among Plaintiffs and all Defendants with respect to their duties and obligations under their insurance policies in that Plaintiffs contend:

(a) With respect to the policies identified in paragraph 348 hereof, Liberty has an indivisible duty to provide Plaintiffs a full defense and to pay all such defense costs and in addition to pay all sums by way of indemnification which Plaintiffs are obligated to pay by reason of the claims hereinabove described in which property was exposed to contamination at any time during the period of Liberty's coverage; said duties being expressly provided under the policy in effect on the last day of Liberty's coverage on which the property was exposed to the aforesaid alleged contamination;

(b) Liberty, with respect to the policies it issued prior to January 1, 1958, and each of the Defendants which is an excess or umbrella

insurer has a duty to provide Plaintiffs with full defense and to pay all such defense costs and, in addition, to pay all sums by way of indemnification which Plaintiffs are obligated to pay by reason of the claims hereinabove described in which property damage (from release through removal, repair or containment) is alleged to have occurred during its respective policy period;

(c) In the event that more than one of the Defendants owes Plaintiffs defense and/or indemnity, Plaintiffs are entitled to select the insurance policy and policy years which will be accessed to provide such defense and/or indemnity payments;

(d) Each of the Defendants which issued property policies to Plaintiffs has a duty to fully reimburse and compensate Plaintiffs for all physical loss or damage (from release through removal, repair or containment) to the leased or owned property of Plaintiffs which has occurred during its respective policy period; and

(e) In the event that more than one of the Defendant property insurers has a duty to

reimburse and compensate Plaintiffs for all physical loss or damage, Plaintiffs are entitled to select the insurance policy and policy years which will be accessed to provide such reimbursement and compensation.

356. Upon information and belief, each of the Defendants disputes one or more of Plaintiffs' contentions set forth in the immediately preceding paragraph.

357. Declaratory relief from this Court will terminate some or all of said disputes and controversies.

358. A judicial declaration is necessary as to Plaintiffs' rights and the Defendants' duties regarding the claims hereinabove described as well as similar claims that may arise in the future.

WHEREFORE, Plaintiffs demand judgment in their favor against all Defendants:

(1) requiring each Defendant liability insurer to defend and to indemnify Plaintiffs against all liability, loss or expense caused by reason of the claims hereinabove described;

(2) requiring each Defendant property insurer to fully reimburse and compensate Plaintiffs for all physical loss or damage to the leased or owned property of Plaintiffs as hereinabove described;

(3) enjoining the Defendants from failing and refusing

(a) to defend Plaintiffs in all claims
allegedly arising from the events hereinabove
described, and

(b) to indemnify against all liabilities
and expenses which have been and will be
incurred with respect to any such claim;

(c) to reimburse and compensate
Plaintiffs for all physical loss or damage to
their leased or owned property;

(4) granting Plaintiffs specific performance of the
contracts of insurance issued by Defendants;

(5) declaring and adjudging the rights and obligations
of the parties under the respective insurance policies issued to
Plaintiffs with respect to past and future liabilities of
Plaintiffs arising from claims allegedly based upon the events
hereinabove described;

(6) for money damages, together with pre-judgment and
post-judgment interest;

(7) for costs of suit;

(8) for counsel fees; and

(9) for such other and further relief as the Court may
deem just and proper.

COUNT TWO

(Breach of Contract)

359. The averments of paragraphs 1 through 358 hereof are incorporated herein by reference as if here set forth at length.

360. Plaintiffs have incurred and will incur in the future financial loss arising out of the claims hereinabove described.

361. All conditions precedent to recovery under the policies referenced on Attachment "A" have been satisfied or waived.

362. Plaintiffs have incurred physical loss and/or damage to their leased or owned property as hereinabove described including, inter alia, costs associated with on-site remedial action, continuing monitoring responsibilities and diminution of market value.

363. All conditions precedent to recovery under the policies referenced on Attachment "B" have been satisfied or waived.

364. In breach of their respective insurance policies, Defendant liability insurers have failed and/or refused to provide Plaintiffs with full defense and indemnification as required pursuant to the terms of their respective policies.

365. In breach of their respective insurance policies, Defendant property insurers have failed and/or refused to reimburse and compensate Plaintiffs for the physical loss and damage to Plaintiffs' leased or owned property as required pursuant to the terms of their respective policies.

366. As a result of the aforesaid breaches, the Defendants are liable to Plaintiffs for damages in an amount yet to be ascertained for all damages, costs and payments (whether by judgment, settlement or otherwise) and all other sums incurred to date by Plaintiffs or which may be incurred, together with the costs and disbursements of this action, including but not limited to, reasonable attorneys' fees and pre- and post-judgment interest.

WHEREFORE, Plaintiffs demand judgment in their favor against the Defendants:

(1) requiring the Defendant liability insurers to defend and to indemnify Plaintiffs against all liability, loss or expense caused by reason of the claims hereinabove described;

(2) requiring the Defendant property insurers to fully reimburse and compensate Plaintiffs for all physical loss or damage to the leased or owned property of Plaintiffs as hereinabove described;

(3) enjoining the Defendants from failing and refusing

(a) to defend Plaintiffs in all claims
allegedly arising from the events hereinabove
described;

(b) to indemnify against all liabilities
and expenses which have been and will be
incurred with respect to any such claim; and

(c) to reimburse and compensate
Plaintiffs for all physical loss or damage to
their leased or owned property;

(4) granting Plaintiffs specific performance of the
contracts of insurance issued by the Defendants;

(5) for money damages in an amount to be determined at
trial, together with pre-judgment and post-judgment interest;

(6) for costs of suit;

(7) for counsel fees; and

(8) for such other and further relief as the Court may
deem just and proper.

JURY TRIAL DEMANDED

A jury trial is demanded as to all Counts.

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CORPORATION

Rule 4:5-1 Certificate

The undersigned hereby certifies that the matter in controversy is not the subject of any other action pending in any court or any arbitration proceeding, nor is any such action or proceeding contemplated, with the following exceptions:

(a) Certain of the underlying claims with respect to which insurance coverage is sought by the within Complaint are the subject of other civil actions pending in various jurisdictions; and

(b) A civil action involving related but independent issues has been filed in this Court, styled Westinghouse Electric Corporation, et al. v. Liberty Mutual Insurance Company, et al.

Further, the undersigned knows of no other persons who should be joined as parties to this action.

Robert D. Chesler

Dated: May 8, 1987

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Accident and Casualty Insurance Company of Winterthur	K 21003 LL50145XW CX 0867 LL60133X 112/133691.b.LL5405495X 881/VF1091 LG5407387	01/01/70 - 01/01/72 01/01/71 - 01/01/72 04/25/73 - 01/01/74 01/01/74 - 01/01/76
The Aetna Casualty and Surety Company	01XN 2013 WCA 01XN 2507 WCA 03XN 55 WCA	01/01/79 - 01/01/80 01/01/80 - 01/01/81 01/01/81 - 01/01/82
Agrippina Versicherungs Aktiengesellschaft	K10674 65/0553	02/15/65 - 01/01/69
AIU Insurance Company	75 - 100023 75 - 100024 75 - 100025 75 - 100976 75 - 100977 75 - 100978 75 - 100979 75 - 101784 75 - 101785 75 - 101786 75 - 102502 75 - 102503 75 - 102504	01/01/78 - 01/01/79 01/01/78 - 01/01/79 01/01/78 - 01/01/79 01/01/79 - 01/01/80 01/01/79 - 01/01/80 01/01/79 - 01/01/80 01/01/79 - 01/01/80 01/01/80 - 01/01/81 01/01/80 - 01/01/81 01/01/80 - 01/01/81 01/01/81 - 01/01/82 01/01/81 - 01/01/82 01/01/81 - 01/01/82
Alba General Insurance Company Limited	CX2084 D15S/3068571 K76354 C18/0283631/11 K76355 C13/0284031/11 K76356 C/1101631/11 K77652 A/6047631/11 CU6409 A/6243661/11	12/01/56 - 01/01/60 01/01/63 - 01/01/66 01/01/63 - 01/01/66 01/01/63 - 01/01/66 10/22/63 - 01/01/66 01/01/66 - 01/01/69
Allianz Insurance Company	UMB 599662	01/01/80 - 01/01/81
Allianz International Insurance Company, Limited	551/UMA0032 5208080 551/UMA0033 5208180	01/01/80 - 01/01/81 01/01/80 - 01/01/81
Allianz Underwriters, Inc.	AUX 5201145	01/01/81 - 01/01/82
American Centennial Insurance Company	CC-00-00-22 CC-00-03-73 CC-00-10-12 CC-00-12-22 CC-00-13-88	01/01/78 - 01/01/79 01/01/79 - 01/01/80 01/01/79 - 01/01/80 01/01/80 - 01/01/81 01/01/81 - 01/01/82

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
American Home Assurance Company	CE355907	08/06/69 - 08/06/72
	CE2692348	01/01/72 - 01/01/75
	CE357438	08/06/72 - 01/01/76
	CE3380942	04/01/73 - 01/01/77
	881/UGL0023 SH802D 2664A	01/01/75 - 01/01/78
	CE3591085	01/01/75 - 01/01/78
	CE359-2120	1976
	1229448	1978 - 1979
The American Insurance Company	XLX 1369931	01/01/80 - 01/01/81
	XLX 1369933	01/01/80 - 01/01/81
	XLX 71193	01/01/80 - 01/01/81
	XLX 1369932	01/01/80 - 01/01/81
	XLX 1369969	01/01/81 - 01/01/82
	XLX 1369971	01/01/81 - 01/01/82
	XLX 1369970	01/01/81 - 01/01/82
The American Star Insurance Company (Now Known As: National Continental Insurance Company)	K24924	01/01/72 - 01/01/75
	881/UGL0023 99395	01/01/75 - 01/01/78
Andrew Weir Insurance Company, Limited	CK2084 56/4973	12/01/56 - 01/01/60
	CK2084 58M331609/68S	12/01/56 - 01/01/60
	CU2599 62/4973	01/01/63 - 01/01/66
	K76354 17 12 62	01/01/63 - 01/01/66
	K76355 17 12 62	01/01/63 - 01/01/66
	K76356 7 1 63	01/01/63 - 01/01/66
	K77652 28 10 63	10/22/63 - 01/01/66
	K10674 MF22165	02/15/65 - 01/01/69
	CU6407 MP9969X5054	01/01/66 - 01/01/69
	CU6409 MP8782X5068	01/01/66 - 01/01/69
	CX0865 68/9969	01/01/69 - 01/01/72
	CX0867 MP8782X8129	01/01/69 - 01/01/72
	K24924	01/01/72 - 01/01/75
	112/133691.a.A3F41701679	04/25/73 - 01/01/74
	881/VF1091 A4F4170167	01/01/74 - 01/01/77
Anglo-French Insurance Company Limited	K76354 68/802362	01/01/63 - 01/01/66
Appalachian Insurance Company of Providence	XL70237	08/06/69 - 08/06/72
	XL71209	08/06/72 - 01/01/76
Argonaut Northwest Insurance Company	112/133691.b.LL5405495X	04/25/73 - 01/01/74
	881/VF1091 LG5407387	01/01/74 - 01/01/76

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Aviabel	112/133691.c.731019 881/VF1091 740643	04/25/73 - 01/01/74 01/01/74 - 01/01/77
Aviafrance	112/133691.e.A.V.F.3 881/VF1091 A.V.F.3	04/25/73 - 01/01/74 01/01/74 - 01/01/77
Aviation and General Insurance Company, Limited	CK2084 C5/56/29683 CK2084 C5/57/29684 112/133691.a.73-1134-7 112/133691.b.73-1134-7	12/01/56 - 01/01/60 01/01/57 - 01/01/60 04/25/73 - 01/01/74 04/25/73 - 01/01/74
The Baloise Fire Insurance Company, Limited	K77652 LL2461X CU6408 LL7878/5502X CU6409 LL11178/24X	10/22/63 - 01/01/66 01/01/66 - 01/01/69 01/01/66 - 01/01/69
Bellefonte Insurance Company	K24924 A790 UGL0023 LDDG05310N614 881/UKL0177	01/01/72 - 01/01/75 01/01/75 - 01/01/78 1978 - 1979
Bercanus Insurance Company Ltd.	BX-4002-78	01/01/78 - 01/01/79
Bermuda Fire & Marine Insurance Company, Ltd.	K21003 LL50145XW 112/133691.b.LL5405495X 881/VF1091 LG5407387 UGL0023 DM020 KJ 10016	01/01/70 - 01/01/72 04/25/73 - 01/01/74 01/01/74 - 01/01/77 1976 - 1977 01/01/79 - 01/01/80 01/01/80 - 01/01/81
Bishopsgate Insurance Company Limited	112/133691.a.732024AVN 112/133691.b.LL5405495X 881/VF1091 LG5407387 881/VF1091 741227AVN	04/25/73 - 01/01/74 04/25/73 - 01/01/74 01/01/74 - 01/01/76 01/01/74 - 01/01/77
The British Aviation Insurance Company Limited	CK2084 56/2948 CK2084 57/266 K76356 63/408 K10674 65/990 K21003 69/114 112/133691.a.731704	12/01/56 - 01/01/60 01/01/57 - 01/01/60 01/01/63 - 01/01/66 02/15/65 - 01/01/69 01/01/69 - 01/01/72 04/25/73 - 01/01/74
British Law Insurance Co. Ltd.	K76356 45563TP 112/133691.a.AVC72X84A 881/VF1091 A74PRD245X	01/01/63 - 01/01/66 04/25/73 - 01/01/74 01/01/74 - 01/01/77
British National Life Insurance Society Limited	K21003 69/030/232453	01/01/69 - 01/01/72

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
British Northwestern Insurance Company Limited	CXC867 9401350/68/25	01/01/69 - 01/01/72
British Traders Ins. Co. Ltd.	K77652 AV63/13965	10/22/63 - 01/01/66
CNA Reinsurance of London Limited	UJL0478 UKL0179 881/ULL0413 351190B76 551/UMA0031 D351190B76 509/PY002681/E351190 B06/S01 509/PY002781/E353558 B06/S01 509/PY002981/E353559 B06/S01	1977 1978 01/01/79 - 01/01/80 01/01/80 - 01/01/81 01/01/81 - 01/01/82 01/01/81 - 01/01/82 01/01/81 - 01/01/82
Compagnie Belge D'Assurances Aviation, S.A.	881/VF1091	01/01/74 - 01/01/77
Compagnie D'Assurances Maritimes Aeriennes Et Terrestres Societe Anonyme	112/133691.b.731228 881/VF1091 740243 881/0416 B1120DAF3489 551/UMA0034 C1192DAF3519 509/PY002981/1170DAB3519	04/25/73 - 01/01/74 01/01/74 - 01/01/77 01/01/79 - 01/01/80 01/01/80 - 01/01/81 01/01/81 - 01/01/82
Cornhill Insurance Company Limited	CK2084 AV14475 K76354 122669 K76355 122670 K76356 123222 K77652 128637 K10674 137030 K21003 166755 112/133691.a.207456 881/VF1091/211438	01/01/57 - 01/01/60 01/01/63 - 01/01/66 01/01/63 - 01/01/66 01/01/63 - 01/01/66 10/22/63 - 01/01/66 02/15/65 - 01/01/69 01/01/69 - 01/01/72 04/25/73 - 01/01/74 01/01/74 - 01/01/77
Delta-Lloyd Non-Life Insurance Company Limited	112/133691.b.LL5405495X 881/VF1091 LG5407387	04/25/73 - 01/01/74 01/01/74 - 01/01/76
The Dominion Insurance Company Limited	K25266 29426634 K26003 29977634 UHL0026 32683634 UJL0478 881/UKL0181 W34439 634 881/ULL0415 W35822 634 551/UMA0033 W36784 634	08/06/72 - 01/01/76 04/01/73 - 01/01/77 01/01/76 - 01/01/79 1977 01/01/78 - 01/01/79 01/01/79 - 01/01/80 01/01/80 - 01/01/81
The Drake Insurance Company, Limited	CK2084 CA571736 112/133691.a.207456 881/VF1091/211438	01/01/57 - 01/01/60 04/25/73 - 01/01/74 01/01/74 - 01/01/77

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
The Drake Insurance Company of New York (Now Known As: Atlanta International Insurance Company)	XL 01470	01/01/77 - 01/01/78
Eagle Star Insurance Company of Canada	CX0867	01/01/69 - 01/01/72
Eagle Star Insurance Co. Ltd.	K77652 AV/41679	10/22/63 - 01/01/66
Economic Insurance Co. Ltd. 'Norwich'	112/133691.a.L1482EX4XX3 881/VF1091 L415ZEX12X	04/25/73 - 01/01/74 01/01/74 - 01/01/77
Edinburgh Assurance Co. Ltd.	CK2084 NCADF3594 K76354 F1927218122 K76355 F1527318122 K76356 F1978316013 K77652 F2471905113 CU6409 FT27183108 CU6409 2ERH1214 112/133691.a.AF341339 881/VF1091 AF3D3903	1956 - 1960 01/01/63 - 01/01/66 01/01/63 - 01/01/66 01/01/63 - 01/01/66 01/01/63 - 01/01/66 01/01/66 - 01/01/69 01/01/66 - 01/01/69 04/25/73 - 01/01/74 01/01/74 - 01/01/77
Employers Mutual Casualty Company	MM070026 MM070560 MM070561 MM071193 MM071194 MM071648 MM071649	01/01/78 - 01/01/79 01/01/79 - 01/01/80 01/01/79 - 01/01/80 01/01/80 - 01/01/81 01/01/80 - 01/01/81 01/01/81 - 01/01/82 01/01/81 - 01/01/82
English and American Insurance Company Limited	K76354 68/202368 K77652 63/312070 CU6409 44N1079 CU6409 361261 CX0867 367014 112/133691.a.237563 112/133691.a.237564 881/VF 1091 239093 881/VF 1091 239094	01/01/63 - 01/01/66 10/22/63 - 01/01/66 01/01/66 - 01/01/69 01/01/66 - 01/01/69 01/01/69 - 01/01/72 04/25/73 - 01/01/74 04/25/73 - 01/01/74 01/01/74 - 01/01/77 01/01/74 - 01/01/77
European General Reinsurance Company of Zurich	K77652 D64205 FU-79-8076/108-79	10/22/63 - 01/01/66 01/01/79 - 01/01/80
Excess Insurance Company Limited	CK2084 56LTC/5894 CK2084 56LTC/8895 C56/927 CU2599 63LTC 4045 K76354 68LTC 469562/927 K76355 63LTC 407262/927 K76356 63LTC 4101 K77652 63LTC 530663/938	12/01/56 - 01/01/60 12/01/56 - 10/01/60 01/01/63 - 01/01/66 01/01/63 - 01/01/66 01/01/63 - 01/01/66 01/01/63 - 01/01/66 10/22/63 - 01/01/66

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Excess Insurance Company Limited (cont.)	CU6407 66LT 197465/928/320	01/01/66 - 01/01/69
	CU6407 66LT 197065/928/309	01/01/66 - 01/01/69
	CU6407 66LT 196965/938/309	01/01/66 - 01/01/69
	CX0865 69/117887/68/980/30	01/01/69 - 01/01/72
	CX0866 69/117882/309	01/01/69 - 01/01/72
	CX0867 69/122777/68/980/321	01/01/69 - 01/01/72
	CX0867 69/122776/321	01/01/69 - 01/01/72
	K24924	01/01/72 - 01/01/75
	112/133691.a.72022730836	04/25/73 - 01/01/74
	881/VF1091/760122	01/01/76 - 01/01/77
	UGL0024 75/471635	01/01/75 - 01/01/78
F.M. Insurance Company Limited	K77652 500619	10/22/63 - 01/01/66
Federal Insurance Company	K76355 L13/0284631	1963 - 1966
	7932-98-48	01/01/77 - 01/01/78
The Federal Insurance Company Limited	112/133691.b.731228	04/25/73 - 01/01/77
	881/VF1091 740243	01/01/74 - 01/01/76
Fidelidade Insurance Company of Lisbon	K76354 C18/0283631/11	01/01/63 - 01/01/66
	K76355 C13/0284031/11	01/01/63 - 01/01/66
	K77652 LL2461X	10/22/63 - 01/01/66
	CU6408 LL7878/5502X	01/01/66 - 01/01/69
	CU6409 LL11178/24X	01/01/66 - 01/01/69
Fireman's Fund Insurance Company	XLX-126 71 86	01/01/77 - 01/01/78
	XLX-1269431	01/01/78 - 01/01/79
	XLX-1269430	01/01/78 - 01/01/79
	XLX-1369294	01/01/79 - 01/01/80
	XLX-1369295	01/01/79 - 01/01/80
First State Insurance Company	920379	01/01/72 - 01/01/75
	920858	04/01/73 - 01/01/77
	921525	01/01/75 - 01/01/78
	924128	01/01/77 - 01/01/78
	926038	01/01/78 - 01/01/79
	927643	01/01/79 - 01/01/80
	929680	01/01/80 - 01/01/81
	931682	01/01/81 - 01/01/82
Folksam International Insurance Company, (U.K.) Limited	PY002981/C00573	01/01/81 - 01/01/82
General Accident Fire & Life Assurance Corp'n. Ltd.	K77652 30 10 63	10/22/63 - 01/01/66

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
General Insurance Company Helvetia, Limited, St. Gall	CK2084 D15S/3068571	12/01/56 - 01/01/60
General Reinsurance Corporation	X2938 X3391 X3772	04/08/60 - 04/08/63 04/08/63 - 04/08/66 04/08/66 - 04/08/69
Gibraltar Casualty Company	GMX 00371 GMX 00372 GMX 00850 GMX 00851	01/01/80 - 01/01/81 01/01/80 - 01/01/81 01/01/81 - 01/01/82 01/01/81 - 01/01/82
Granite State Insurance Company	6179-0928 6179-0929 6179-0930 6180-1865 6180-1866 6180-1867 6181-2702 6181-2703 6181-2704	01/01/79 - 01/01/80 01/01/79 - 01/01/80 01/01/79 - 01/01/80 01/01/80 - 01/01/81 01/01/80 - 01/01/81 01/01/80 - 01/01/81 01/01/81 - 01/01/82 01/01/81 - 01/01/82 01/01/81 - 01/01/82
Guardian Royal Exchange Assce. Ltd.	112/133691.a.560173G1AJ3 881/VF1091 560173G0AH4	04/25/73 - 01/01/74 01/01/74 - 01/01/77
Guildhall Insurance Company Limited	K77652 D64205	10/22/63 - 01/01/66
Hanover Insurance Company	112/133691.a.073032552PE 881/VF1091 G74000952PE	04/25/73 - 01/01/74 01/01/74 - 01/01/77
Harbor Insurance Company	121633	01/01/75 - 01/01/78
Hartford Accident and Indemnity Company	SR 10320 SD 1017 10 XS 100095 10 XS 100566 10 XS 100766 40 XS 102000 40 XS 102285	1975 1976 01/01/77 - 01/01/78 01/01/78 - 01/01/79 01/01/79 - 01/01/80 01/01/80 - 01/01/81 01/01/81 - 01/01/82
Helvetia-Accident Swiss Insurance Company	K 76354 C18/0283631/11 K 76355 C13/0284031/11 K 21003 E/0228691/11 K 24924 E/0188721/11 K 25266 E/2017721/11	01/01/63 - 01/01/66 01/01/63 - 01/01/66 01/01/69 - 01/01/72 01/01/72 - 01/01/75 08/06/72 - 01/01/76

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
The Hibernian Fire and General Insurance Company, Limited	CK 2084 AV14475	01/01/57 - 01/01/60
Highlands Insurance Company	K 24924 H2N003701A R 24924 2H801N0031A SR 10320 K 26003 3H001C0513A SR 10616 881/UGL0023 SH802D2664A 881/UGL0023 SH802C2664A SR 10617 SR 20203 SR 20500 SR 20499 SR 20782 SR 20781 SR 20974 SR 20973 SR 21185 SR 21186	01/01/72 - 01/01/75 01/01/72 - 01/01/75 04/01/73 - 01/01/77 04/01/73 - 01/01/77 01/01/75 - 01/01/78 01/01/75 - 01/01/78 01/01/75 - 01/01/78 01/01/77 - 01/01/79 01/01/78 - 01/01/79 01/01/78 - 01/01/79 01/01/79 - 01/01/80 01/01/79 - 01/01/80 01/01/80 - 01/01/81 01/01/80 - 01/01/81 01/01/81 - 01/01/82 01/01/81 - 01/01/82
The Home Insurance Company	HEC 9006786	01/01/76 - 01/01/78
Insurance Company of North America	112/133691.a.A731104274X 881/VF1091 A7402202112	04/25/73 - 01/01/74 01/01/74 - 01/01/77
The Insurance Company of the State of Pennsylvania	4172-5236 4173-5566 4174-5762 4175-6237 4177-7399 4178-8519 4178-8520	01/01/72 - 01/01/75 04/01/73 - 01/01/74 01/01/74 - 01/01/77 01/01/75 - 01/01/78 01/01/77 - 01/01/78 01/01/78 - 01/01/79 01/01/78 - 01/01/79
Insurance Corporation of Ireland Ltd.	112/133691.a.L1337F 112/133691.a.P1120E 881/VF1091 L1387F 881/VF1091 P1194B	04/25/73 - 01/01/74 04/25/73 - 01/01/74 01/01/74 - 01/01/77 01/01/74 - 01/01/77
La Concorde (Compagnie d'Assurance Contre Les Risques de Toute Nature), S.A.	CX 0867 5/0011/69 K 21003 5/0157/69 112/133691.b.5-1648-73 881/VF1091 5-0234-74	01/01/69 - 01/01/72 01/01/69 - 01/01/72 04/25/73 - 01/01/74 01/01/74 - 01/01/77
Landmark Insurance Company	FE 4000110	01/01/79 - 01/01/80

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Lexington Insurance Company	SD6006C/K 24926	01/01/72 - 01/01/73
	GC 403244	01/01/72 - 01/01/75
	GC 403490	04/01/73 - 01/01/77
	CE5504742	01/01/75 - 01/01/78
	GC 5501065	02/10/76 - 01/01/77
	GC 5501902	01/01/77 - 01/01/78
	UG40478	1977
	5510068	01/01/78 - 01/01/79
	5511252	01/01/78 - 01/01/79
	551370	01/01/79 - 01/01/80
	5511360	01/01/79 - 01/01/80
Liberty Mutual Insurance Company	CGL-03-04115-PA	10/01/48 - 10/01/49
	CGL-03-05299-PA	10/01/49 - 10/01/50
		extended to 01/01/51
	CGL-03-914080-51-PA	01/01/51 - 01/01/52
	CGL-3-914808-52-PA	01/01/52 - 01/01/53
	CGL-8-690120-53-PA	01/01/53 - 01/01/54
	CGL-8-690120-54-PA	01/01/54 - 01/01/55
	LB-8-690120-55-PA	01/01/55 - 01/01/56
	LB-8-690120-56-PA	01/01/56 - 01/01/57
	LP-6081-900418-37	01/01/57 - 01/01/58
	LP-6081-900418-38	01/01/58 - 01/01/59
	LP-6081-900418-39	01/01/59 - 01/01/60
	LP1-681-004264-080TD93	01/01/60 - 01/01/61
	LP1-681-004264-081TD93	01/01/61 - 01/01/62
	RG1-681-004264-08	01/01/62 - 01/01/66
	RG1-681-004264-44	01/01/66 - 01/01/70
	RG1-681-004264-58	01/01/70 - 01/01/77
	RK1-300-007527-019-TD92	04/09/69 - 01/01/72
Lloyd's of London	CK 2084(III)	12/01/56 - 01/01/60
	CK 2084(IV)	12/01/56 - 01/01/60
	CK 2084(V)	01/01/57 - 01/01/60
	K 60085	01/01/60 - 01/01/63
	K 60086	01/01/60 - 01/01/63
	K 60087	01/01/60 - 01/01/63
	CU 2599	01/01/63 - 01/01/66
	K 76354	01/01/63 - 01/01/66
	K 76355	01/01/63 - 01/01/66
	K 76356	01/01/63 - 01/01/66
	K 77652	10/22/63 - 01/01/66
	K 10674	02/15/65 - 01/01/69
	CU 6407	01/01/66 - 01/01/69
	CU 6408	01/01/66 - 01/01/69
	CU 6409	01/01/66 - 01/01/69
	CX 0865	01/01/69 - 01/01/72
	CX 1356	01/01/69 - 01/01/72
	CX 0867	01/01/69 - 01/01/72
	K 21003	01/01/69 - 01/01/72

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Lloyd's of London (cont.)	K 24924	01/01/72 - 01/01/75
	K 25266	08/06/72 - 01/01/76
	K 26003	04/01/73 - 01/01/77
	112/133691	04/25/73 - 01/01/74
	881/VF1091	01/01/74 - 01/01/77
	881/UGzL 0023	01/01/75 - 01/01/78
	881/UGL 0024	01/01/75 - 01/01/78
	881/UHL 0026	01/01/76 - 01/01/79
	UJL 0478	01/01/77 - 01/01/78
	881/UKL 0177	01/01/78 - 01/01/79
	UKL 0178	1978
	881/UKL 0179	01/01/78 - 01/01/79
	881/UKL 0180	01/01/78 - 01/01/79
	881/UKL 0181	01/01/78 - 01/01/79
	881/ULL0411	01/01/79 - 01/01/80
	881/ULL0412	01/01/79 - 01/01/80
	881/ULL0413	01/01/79 - 01/01/80
	881/ULL0414	01/01/79 - 01/01/80
	881/ULL0415	01/01/79 - 01/01/80
	881/ULL0416	01/01/79 - 01/01/80
	551/UMA0031	01/01/80 - 01/01/81
	551/UMA0032	01/01/80 - 01/01/81
	551/UMA0033	01/01/80 - 01/01/81
	551/UMA0034	01/01/80 - 01/01/81
	509/PY002681	01/01/81 - 01/01/82
	509/PY002781	01/01/81 - 01/01/82
	509/PY002881	01/01/81 - 01/01/82
	PY002981	01/01/81 - 01/01/82
London & Edinburgh General Insurance Company Limited	CX0866 M8P00331111	01/01/69 - 01/01/72
	CX0867 M8P00761111	01/01/69 - 01/01/72
	K21003 M9A27891111	01/01/69 - 01/01/72
	K24924 82A8047B01X	01/01/72 - 01/01/75
	K25266 2HB01B9075A	08/06/72 - 01/01/76
	112/133691.b.731228	04/25/73 - 01/01/74
	112/133691.b.LL5405495X	04/25/73 - 01/01/74
	112/133691.b.3D845D0686A	04/25/73 - 01/01/74
	881/VF1091 4D871D0686A	01/01/74 - 01/01/77
	881/VF1091 LG5407387	01/01/74 - 01/01/77
	881/VF1091 740243	01/01/74 - 01/01/77
	881/UGL0023 SH802D2664A	01/01/75 - 01/01/78
	K25266 2HB01B9075A	08/06/72 - 01/01/76
London & Hull Maritime Insurance Co. Ltd.	112/133691.a.732024AVN	04/25/73 - 01/01/74
	881/VF1091 741227AVN	01/01/74 - 01/01/77

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
The London & Overseas Insurance Company Limited	CK 2084 VRP9932	12/01/56 - 01/01/60
	CK 2084 YR57662162	12/01/56 - 01/01/60
	CK 2084 1540	1959
	CU 2599 VRP9932	01/01/63 - 01/01/66
	K 76354 VR6312162	01/01/63 - 01/01/66
	K 76356 VR6318998	01/01/63 - 01/01/66
	K 77652 VR5320085	10/22/63 - 01/01/66
	CU 6407 VRP9932	01/01/66 - 01/01/69
	CU 6409 VRP19832	01/01/66 - 01/01/69
The Manhattan Fire and Marine Insurance Company (Now Known As: Puritan Insurance Company)	ML 65 01 92	01/01/77 - 01/01/79
	ML 65 04 50	01/01/78 - 01/01/79
	ML 65 15 54	01/01/79 - 01/01/80
	ML 65 24 35	01/01/80 - 01/01/81
Lumbermens Mutual Casualty Company	2SX 2 051	01/01/72 - 01/01/75
	3SX 2 231	04/01/73 - 01/01/77
	5SX 2 051	01/01/75 - 01/01/78
Mentor Insurance Company, Limited	881/UGL0023	01/01/75 - 01/01/78
	881/ULL0412 9TQ71486164	01/01/79 - 01/01/80
The Mercantile and General Reinsurance Company Limited	K 77652 D64205	10/22/63 - 01/01/66
Midland Insurance Company	XL-1533	03/01/71 - 01/01/72
	XL-1532	03/01/71 - 01/01/72
	XL2041	01/01/72 - 01/01/75
	XL2040	01/01/72 - 01/01/75
	XL145442	01/01/75 - 01/01/78
	XL145403	01/01/75 - 01/01/78
	XL152150	01/01/77 - 01/01/78
	XL148313	01/01/78 - 01/01/79
	XL148382	01/01/78 - 01/01/79
	XL160372	01/01/79 - 01/01/80
	XL160373	01/01/79 - 01/01/80
	XL706590	01/01/80 - 01/01/81
	XL706591	01/01/80 - 01/01/81
	XL723767	01/01/81 - 01/01/82
	XL723770	01/01/81 - 01/01/82
Minster Insurance Company Limited	K 77652 301081	10/22/63 - 01/01/66
	CU 6409 312473/28	01/01/66 - 01/01/69
	112/133691.a.AV2056173	04/25/73 - 01/01/74
	112/133691.a.AV176773	04/25/73 - 01/01/74
	881/VF1091 31074	01/01/74 - 01/01/77
	881/VF1091 2014474	01/01/74 - 01/01/77

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Metropolitan Union Insurance Co. Ltd.	K 76354 28D62C	01/01/63 - 01/01/66
	K 76355 28D620	01/01/63 - 01/01/66
	K 77652 29T63	10/22/63 - 01/01/66
	K21003 529D68	01/01/69 - 01/01/72
Metropolitan Union Insurance Society Ltd.	CX0867 240N68	01/01/69 - 01/01/72
Mutual Reinsurance Company Limited	881/VF1091/LG9714446D	01/01/76 - 01/01/77
The National Casualty Company	K 76354 LL 630010	01/01/63 - 01/01/66
	K 76356 LL 630011	01/01/63 - 01/01/66
	K 76356 C/1101631/11	01/01/63 - 01/01/66
	K 77652 LL2461X	10/22/63 - 01/01/66
	CU 6408 LL7878/5502X	01/01/66 - 01/01/69
	CU 6409 LL11178/24X	01/01/66 - 01/01/69
	CX 0865 LL31585/49X	01/01/69 - 01/01/72
	CX 0866 LL30109/77N	01/01/69 - 01/01/72
	CX 0867 LL32710/2N	01/01/69 - 01/01/72
	K 21003 LL50145XW	01/01/70 - 01/01/72
	112/133691.b.LL5405495X	04/25/73 - 01/01/74
	881/VF1091 LG5407387	01/01/74 - 01/01/76
National Casualty Company of America Limited	CU 6409 LL11178/24X	01/01/66 - 01/01/69
	112/133691.b.LL5405495X	04/25/73 - 01/01/74
	881/VF1091 LG5407387	01/01/74 - 01/01/76
	K 21003 LL50145XW	01/01/70 - 01/01/72
National Union Fire Insurance Company of Pittsburgh, PA	118 93 50	01/01/77 - 01/01/78
	118 93 51	01/01/77 - 01/01/78
	1229448	01/01/78 - 01/01/79
	1232961	01/01/79 - 01/01/80
	1224788	01/01/80 - 01/01/81
	6524950	01/01/80 - 01/01/81
	1185701	01/01/81 - 01/01/82
	6525036	01/01/81 - 01/01/82
Nationwide General Insurance Company	K 10674 65/0553	02/15/65 - 01/01/69
The New India Assurance Company Limited	CK 2084 CA571736	01/01/56 - 01/01/60
North Atlantic Insurance Company Limited	881/UGL0023/412587	01/01/75 - 01/01/78
	881/UKL0177 412587	01/01/78 - 01/01/79
	881/ULL0411 412587	01/01/79 - 01/01/80
	881/ULL0416 415155	01/01/79 - 01/01/80
	551/UMA0031 412587	01/01/80 - 01/01/81
	551/UMA0034 415155	01/01/80 - 01/01/81

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
North Star Reinsurance Corporation	NSX-7993	09/06/69 - 08/06/72
	NSX-10623	08/06/72 - 01/01/76
Northbrook Excess and Surplus Insurance Company (Formerly known as Northbrook Insurance Company. Merged with Allstate Insurance Company effective 1/1/85)	63-002-603	01/01/77 - 01/01/78
	63-004-101	01/01/78 - 01/01/79
	63-004-102	01/01/78 - 01/01/79
	63-004-103	01/01/78 - 01/01/79
	63-004-104	01/01/78 - 01/01/79
	63-005-416	01/01/79 - 01/01/80
	63-005-417	01/01/79 - 01/01/80
	63-005-418	01/01/79 - 01/01/80
	63-005-419	01/01/79 - 01/01/80
	63-006-307	01/01/80 - 01/01/81
	63-007-570	01/01/81 - 01/01/84
	63-007-571	01/01/81 - 01/01/82
	Northwestern National Insurance Company of Milwaukee	XLP401419
Old Republic Insurance Company	OZX 11802	01/01/81 - 01/01/82
The Oriental Fire and General Insurance Company, Limited	112/133691.b.19776-2730427	04/25/73 - 01/01/74
The Orion Insurance Company Limited	CK 2084 8000	12/01/56 - 01/01/60
	CK 2084 56/1500/1086	12/01/56 - 01/01/60
	CK 2084 CAS60060	12/01/56 - 01/01/60
	CK 2084 GC 102882L	12/01/56 - 01/01/60
	CK 2084 8000	12/01/56 - 01/01/60
	CK 2084 1540	12/01/56 - 01/01/60
	CK 2084 CA571736	01/01/57 - 01/01/60
	CU 2599 Z2108624042	01/01/63 - 01/01/66
	CU 2599 W2108624042	01/01/63 - 01/01/66
	K 76354 PXX318D2	01/01/63 - 01/01/66
	K 76354 N05318D2	01/01/63 - 01/01/66
	K 76354 8CI70212(74180)	01/01/63 - 01/01/66
	K 76354 AV24281	01/01/63 - 01/01/66
	K 76355 AV24282	01/01/63 - 01/01/66
	K 76356 N05316	01/01/63 - 01/01/66
	CU 6407 PXX5387619M	01/01/66 - 01/01/69
	CU 6407 N555387619M	01/01/66 - 01/01/69
	CU 6408 PXX5285516T	01/01/66 - 01/01/69
	CU 6408 M555285516T	01/01/66 - 01/01/69
	CU 6409 RXX5289506G	01/01/66 - 01/01/69
	CU 6409 N555289506G	01/01/66 - 01/01/69
	CX 0866 X558285520N	01/01/69 - 01/01/72

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Pacific and General Insurance Company Limited	881/ULL0412 466000011400	01/01/79 - 01/01/80
	881/ULL0416 46600001011500	01/01/79 - 01/01/80
	551/UMA0034 46360011487	01/01/80 - 01/01/81
Phoenix Assurance Company, Limited	K 76356 G1630255	01/01/63 - 01/01/66
	112/133691.a.G30206717L	04/25/73 - 01/01/74
	881/VF1091 G40033017L8	01/01/74 - 01/01/77
	881/VF1091 P40033017L8	01/01/74 - 01/01/77
Pine Top Insurance Co., Ltd.	UGL0023	1976 - 1978
Provincial Insurance Co. Ltd.	112/133691.a.F736685G599	04/25/73 - 01/01/74
	881/VF1091 F746685G599	01/01/74 - 01/01/77
Prudential Reinsurance Company	DXCDX 0559	01/01/78 - 01/01/79
	DXCDX 0560	01/01/78 - 01/01/79
	DXCDX 1258	01/01/79 - 01/01/80
	DXCDX 1259	01/01/79 - 01/01/80
Reliance Marine Insurance Co. Ltd.	K 76356 12172	01/01/63 - 01/01/66
River Thames Insurance Company Limited	K 76354 140935/63	01/01/63 - 01/01/66
	K 76355 140934/63	01/01/63 - 01/01/66
	K 76356 B00070/64	01/01/63 - 01/01/66
	CU 6409 62546/66/2603	01/01/66 - 01/01/69
Scottish Lion Insurance Co. Ltd.	K 76354 A 2721	01/01/63 - 01/01/66
	K 76355 A 2722	01/01/63 - 01/01/66
	K 76356 A 2965	01/01/63 - 01/01/66
	112/133691.a.A51793	04/25/73 - 01/01/74
	881/VF1091 A53950	01/01/74 - 01/01/77
Skandia Insurance Company Ltd.	112/133691.d.WEC73LM11M	04/23/73 - 01/01/74
Slater, Walker Insurance Company Limited	K 24924 800007	01/01/73 - 01/01/75
	881/UGL0023 800007	01/01/75 - 01/01/78
Southern American Insurance Company	CX0867 LL60133X	01/01/71 - 01/01/72
	112/133691.b.LL5405495X	04/25/73 - 01/01/74
	881/VF1091 LG5407387	01/01/74 - 01/01/76
	XX800035	01/01/78 - 01/01/79
	XX800148	01/01/79 - 01/01/80
Sovereign Marine & General Insurance Company Limited	CK 2084 AV14475	01/01/57 - 01/01/60
	K 76354 122669	01/01/63 - 01/01/66
	K 76355 122670	01/01/63 - 01/01/66
	K 77652 535306/44823	10/22/63 - 01/01/66
	K 77652 128637	10/22/63 - 01/01/66
	CX 0867 LLG0133X9	1971

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Sovereign Marine & General Insurance Company Limited (cont.)	112/13369.a.207456	04/25/73 - 01/01/74
	881/VF1091 211438	01/01/74 - 01/01/77
	551/UMA0032 5208080	01/01/80 - 01/01/81
	551/UMA0033 S208180	01/01/80 - 01/01/81
Sphere Insurance Company Limited	CX 2084 CA571736	01/01/57 - 01/01/60
	112/133691.a.207456	04/25/73 - 01/01/74
St. Helen's Insurance Company Limited	K 77652 M22738	10/22/63 - 01/01/66
St. Katherine Insurance Company Limited	112/133691.b LL5405	04/25/73 - 01/01/74
	881/VF1091 LG5407387	01/01/74 - 01/01/77
	881/UGL0023	1976 - 1978
	881/UGL0023	1976 - 1978
Storebrand Insurance Company (U.K.) Limited	551/UMA0032 5208080	01/01/80 - 01/01/81
	551/UMA0033 S208180	01/01/80 - 01/01/81
Stronghold Insurance Company Limited	K 77652 S02246	10/22/63 - 01/01/66
	CX 0867 S24557/69	01/01/69 - 01/01/72
	K 21003 S23897/69	01/01/69 - 01/01/72
	K 26003 54232773	04/01/73 - 01/01/77
	881/UGL0023 200436	01/01/75 - 01/01/78
	881/UGL0024 200357	01/01/75 - 01/01/78
	881/UHL0026 203223	01/01/76 - 01/01/79
	UGL 0478	1977 - 1978
	881/UKL0180 213011	01/01/78 - 01/01/79
	881/ULL0414 217704	01/01/79 - 01/01/80
	881/ULL0416 217705	01/01/79 - 01/01/80
	551/UMA0032 221678	01/01/80 - 01/01/81
	551/UMA0034 221934	01/01/80 - 01/01/81
	Swiss National Insurance Company Limited, Basle	CX 2084 D15S/3068571
K 77652 301081		1963, 1965
Swiss Union General Insurance Company Limited	CU 2599 K3243	01/01/63 - 01/01/66
	K 76354 L1555	01/01/63 - 01/01/66
	K 76356 L1556	01/01/63 - 01/01/66
	K 77652 301081	10/22/63 - 01/01/66
	CU 6409 312473/28	01/01/66 - 01/01/69
	CX 0867 321947/9	01/01/69 - 01/01/72
The Taisho Marine & Fire Insurance Company (U.K.) Limited	551/UMA0032 5208080	01/01/80 - 01/01/81
	551/UMA0033 S208180	01/01/80 - 01/01/81
Terra Nova Insurance Company Limited	112/133691.b.73TA76857WA	04/25/73 - 01/01/74
	881/VF1091 74TA768571WA	01/01/74 - 01/01/77

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
The Threadneedle Insurance Co. Ltd.	112/133691.a.AV56382 881/VF1091 57578	04/25/73 - 01/01/74 01/01/74 - 01/01/77
The Tokio Marine & Fire Insurance Company (U.K.) Limited	551/UMA0032 5208080 551/UMA0033 5208180	01/01/80 - 01/01/81 01/01/80 - 01/01/81
Transit Casualty Company	MUX 967 019 MUX 967 049	01/01/80 - 01/01/81 01/01/81 - 01/01/82
The Trident Insurance Company	881/VF1091 A3810740167	01/01/74 - 01/01/77
Turegum Insurance Company	CX 0865 1/7/31/06759 CX 0867 1/5/31/08247 K 21003 403353/387 K 24924 435382/382 K 25266 435841/382 881/VF1091 444511890 881/UGL0023 435382/382 UHL0026 435841/387 UKL0180 881/ULL0414/473616387	01/01/69 - 01/01/72 01/01/69 - 01/01/72 01/01/69 - 01/01/72 01/01/72 - 01/01/75 08/06/72 - 01/01/76 01/01/74 - 01/01/77 01/01/75 - 01/01/78 01/01/76 - 01/01/79 1978 01/01/79 - 01/01/80
Unigard Mutual Insurance Company (Now Known As: Unigard Security Insurance Company)	1-0871 884/ULL0414 473616	04/01/73 - 02/10/76 1979
Unionamerica Insurance Company Limited	K 24924 600282 881/ULL0414 79/603327X 551/UMA0032 80/603327X	01/01/72 - 01/01/75 01/01/79 - 01/01/80 01/01/80 - 01/01/81
The Victoria Insurance Company Limited	CK 2084 PA 7155 K 76355 AV 24282	01/01/57 - 01/01/60 01/01/63 - 01/01/66
The Victory Insurance Company Limited	K 77652 D64205 K 21003 529068	10/22/63 - 01/01/66 1969 - 1971
Walbrook Insurance Company Limited	112/133691.b.LL5405495X 881/VF1091 LG5407387 881/VF1091 LG9714446D	04/25/73 - 01/01/74 01/01/74 - 01/01/77 01/01/76 - 01/01/77
Winterthur Swiss Insurance Company	UGL0023	1976 - 1977
The World Auxiliary Insurance Corporation Limited	CK 2084 31/44027 CU 6409 22/124828/22	12/01/56 - 01/01/60 01/01/66 - 01/01/69
Yasuda Fire and Marine Insurance Company (U.K.) Ltd.	881/VF1091/LG9714446D 881/UGL 0023 881/ULL0411 048088LP99/178 881/ULL0411 077774LP99/178	01/01/76 - 01/01/77 1976 - 1978 01/01/79 - 01/01/80 01/01/79 - 01/01/80

ATTACHMENT A
PRIMARY AND EXCESS LIABILITY INSURANCE

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Lloyds Insurance Company	GA 86-45-625	09/06/69 - 08/06/72
	GA 87-18-270	08/06/72 - 01/01/76
	88-13-599	01/01/76 - 01/01/77
	1RD SR 4052	01/01/77 - 01/01/78

**ATTACHMENT B
PROPERTY INSURANCE**

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
Allianz Underwriters, Inc.	IM5011250	11/01/80 - 11/01/82
	IM5011258	11/01/80 - 01/01/82
Assurance Compagniet Baltica Aktieselskab	PP145979	03/15/79 - 03/15/80
The Baloise Insurance Company Limited	PP145979	03/15/79 - 03/15/80
Bermuda Fire & Marine Insurance Company, Ltd.	BFM00036	11/01/80 - 11/01/83
Birmingham Fire Insurance Company of Pennsylvania	"Binder"	11/01/80 - 11/01/83
	IF1483569	07/30/81 - 11/01/82
	IF1438015	03/15/79 - 03/15/82
	IF1482810	03/01/78 - 03/01/81
	IF1482817	03/06/78 - 08/01/81
	IMB4512744	02/01/77 - 02/01/79
California Union Insurance Company	ZPF041009	11/01/80 - 11/01/83
The Central National Insurance Company of Omaha, Nebraska	I5230845	06/04/77 - 08/01/80
	I2373996	02/01/77 - 03/01/78
	I2373909	06/04/76 - 06/04/77
Columbia Casualty Company	FSC 7976 573	11/01/80 - 11/01/83
	FS3651284	03/01/77 - 03/01/81
	FS4005449	06/04/77 - 08/01/81
	FS1865116	06/04/76 - 06/04/77
Employers Insurance of Wausau (Formerly Known As: Employers Mutual Liability Insurance Company of Wisconsin)	056802 089681	03/01/77 - 03/01/81
	056802 08968100	02/01/77 - 02/01/78
	0567000 89681	06/04/76 - 08/01/77
Employers Mutual Casualty Company	MIM23265	11/01/80 - 11/01/82
	MIM23266	11/01/80 - 11/01/82
	MIM23267	11/01/80 - 11/01/82
	MIM22733	03/15/79 - 03/15/81
	MIM21924	03/01/78 - 03/01/81
	MIM21562	06/04/76 - 06/04/77
Employers Mutual Insurance Company	MIM22536	08/01/78 - 08/01/81
	MIM21781	06/04/77 - 08/01/81

**ATTACHMENT B
PROPERTY INSURANCE**

<u>Insurer</u>	<u>Policy Number</u>	<u>Policy Period</u>
First State Insurance Company	GC811191	11/01/80 - 11/01/82
	GC808093	03/15/79 - 03/01/81
	GC806986	06/04/77 - 08/01/80
Gibraltar Casualty Company	IMB0010	11/01/80 - 11/01/83
Great American Surplus Lines Insurance Company	OSF10214	11/01/80 - 11/01/83
The Home Insurance Company	HEC9531583	06/04/77 - 08/01/80
	HEC9329034	02/01/77 - 02/01/81
	HEC9007407	06/04/76 - 06/04/77
INA Special Risks	CRX10X573	11/01/80 - 11/01/82
Insurance Corporation of Ireland Ltd.	PP145979	03/15/79 - 03/15/80
Ideal Mutual Insurance Company	UF5043	11/01/80 - 11/01/83
	UF5044	11/01/80 - 01/01/82
Interlloyd Insurance Company	T643946	11/01/80 - 11/01/82
	"Binder"	08/01/78 - 08/01/81
	T639821	06/04/78 - 08/01/81
The Israel Insurance Company Limited	PP145979	03/15/79 - 03/15/80
Lexington Insurance Company	IF8623211	02/01/80 - 02/01/81
	IF8610398	02/01/79 - 02/01/81
	IF8616872	02/01/79 - 02/01/80
	CN8616872	02/01/79 - 02/01/80
	8616891	03/15/79 - 03/01/80
	8617657	08/01/78 - 08/01/80
	and	
	CN: 8623	
	953	
	IF8611683	02/01/77 - 02/01/80
Lloyd's Underwriters and Various London Companies	73219	11/01/80 - 01/01/82
	CN: 80NOV701	
	CN: 80NOV0702	
	81M0880	11/01/80 - 11/01/83
	80NOV0703	05/01/81 - 05/01/83
	81M0881	11/01/80 - 11/01/82
	PP145979	05/01/81 - 01/01/82
	PP145980	03/15/79 - 03/15/80
	1625	03/15/80 - 03/15/82
	1625	03/01/77 - 03/01/78
	6715051	06/04/77
		06/04/76 - 04/01/79