including, if applicable, the "per person" limitations and "per occurrence" limitation;

(f) the dollar amount of coverage which remains unexpended; and

(g) whether any dispute exists between insurer and insured with respect to coverage.

ANSWER: - Gleason objects to this Interrogatory as overly broad, burdensome, harassing, excessive in scope and time and incorrectly implying that its products were a health hazard. Without waiving its objections, answering defendant responds that it is insured and policies will vary from claim to claim.

INTERROGATORY NO. 64:

Other than the policies of insurance described in response to Interrogatory No. 63, do there exist any agreements providing for the benefit of any predecessor/related entity complete or partial indemnification for any or all expenses incurred with respect to any or all of these cases, including, but not limited to, judgments, settlements, costs, experts' fees and/or attorneys' fees? If so:

(a) Identify all parties to the agreement and state the capacity of each such party (i.e. indemnitor, indemnitee, etc.);

(b) State the terms of the agreement, including the nature of the expenses covered and, if applicable, any limitations on payment, reimbursement or indemnification; and

(c) Identify any and all documents referring to, relating to or reflecting said agreement.

ANSWER: - Not to answering defendant's knowledge.

INTERROGATORY NO. 65:

From 1940 to present, state whether defendant and/or any predecessor/related entity ever provided workers'