

Interrogatory No. 126, do there exist any agreements providing for the benefit of Defendant, any predecessor or any related company, 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?

SECOND AMENDED ANSWER TO INTERROGATORY NO. 128:

Abex objects to this interrogatory on the grounds that it is overly broad and unduly burdensome.

Abex also objects to this interrogatory on the grounds that the information or materials it purports to seek lack relevance to the issues arising in these cases and are not calculated to lead to the discovery of admissible evidence.

Abex further objects to this interrogatory to the extent to which it purports to seek information or materials that have been gathered, received, or prepared in the course of litigation, or which are otherwise subject to the attorney-client privilege, protected by the attorney work-product doctrine, the rule protecting materials prepared in anticipation of and/or in connection with litigation, or any other applicable privilege.

Subject to and without waiving these objections, Abex is currently involved in litigation with various insurance companies concerning the coverage available to Abex in asbestos personal injury actions. Various confidentiality agreements and protective orders are in effect in that litigation. To the extent to which information subject to this interrogatory exists and is covered by such agreements or orders, Abex objects to the production of such information.

Subject to and without waiving these objections:

November 24, 1994 Asset Purchase Agreement between Pneumo Abex Corporation and Wagner Electric Corporation, and associated Mutual Guaranty Agreement.