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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

OBJECTIONS OF THE TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY, AND ST. PAUL FIRE AND MARINE INSURANCE COMPANY TO (I) AMENDED PLAN OF REORGANIZATION OF HOPEMAN BROTHERS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE [Dkt. 766] AND (II) THE DISCLOSURE STATEMENT WITH RESPECT TO THE AMENDED PLAN OF REORGANIZATION OF HOPEMAN BROTHERS, INC. UNDER CHAPTER 11 OF THE BANKRUPTCY CODE [Dkt. 767]



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The Travelers Indemnity Company (“Travelers Indemnity”), Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company (“Travelers Casualty”), and St. Paul Fire and Marine Insurance Company (“St. Paul,” and collectively with Travelers Indemnity and Travelers Casualty, “Travelers”), parties in interest, hereby object to Hopeman Brothers, Inc.’s (“Hopeman” or “Debtor”) (i) confirmation of *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Dkt. 766] (“Plan”) and (ii) final approval of the *Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Dkt. 767] (“Disclosure Statement”). For the reasons set forth below, the Disclosure Statement does not provide adequate information and cannot be finally approved, and the Plan fails to satisfy the requirements of 11 U.S.C. §§ 524(g), 1123, 1129, and other provisions of the Bankruptcy Code and cannot be confirmed. Travelers further joins in the objections of other parties in interest to the extent they are or may be relevant to Travelers.

In support therefore, Travelers respectfully states as follows:¹

I. PRELIMINARY STATEMENT

1. The Plan treats Travelers unfairly and otherwise violates the Bankruptcy Code. As discussed further below, the Plan is impermissibly vague and ambiguous, including with respect to the treatment of Travelers CIP Agreements (defined below) and various other provisions. Further, the Plan impermissibly seeks to transfer Hopeman’s rights under the Asbestos Insurance

¹ Travelers respectfully requests that the Court regard the facts, arguments, and citations set forth herein as a written memorandum of facts, reasons, and authorities that has been combined with the response herein, as permitted by Local Bankruptcy Rule 9013-1(G)(2).

Policies² and Asbestos CIP Agreements to the Asbestos Trust without transferring the corresponding obligations to the Asbestos Trust.

2. Moreover, notwithstanding multiple representations by Hopeman that the Plan does not alter or impair any rights or defenses of insurers, the Plan: (i) does not adequately protect and preserve insurer rights, (ii) contains impermissible and prejudicial insurance findings; and (iii) eliminates Hopeman's obligations and impairs Travelers' rights. Additionally, the Plan contains overbroad, impermissible releases and may seek to transfer rights to the Asbestos Trust that Hopeman does not have.

3. Further, Hopeman is not entitled to the discharges and injunctions in the Plan because, *inter alia*: (i) the Plan does not satisfy the requirements of section 524(g), and (ii) the proposed discharge and discharge injunction are impermissibly broad.

4. For these reasons and the reasons set forth herein in more detail below, final approval of the Disclosure Statement and confirmation of the Plan must be denied.³

² Capitalized terms used, but not defined herein, have the meanings ascribed to them in the Plan.

³ Travelers reserves the right to amend these Objections, including to add additional objections based on new information received through discovery (which remains ongoing) or otherwise. This confirmation process—involving a Debtor that has not operated in decades—has proceeded at lightning speed. The Amended Plan and Disclosure Statement were filed on May 21, 2025. Dkt. 766, 767. The Plan Supplement, which included the first information on Reorganized Hopeman's purported business, was not filed until June 6. Dkt. 853. The confirmation hearing is set for July 14. Parties have had very limited time for discovery. Further, the Debtor and Committee, both Plan proponents, produced witnesses who were unable to answer questions about the Plan and its impact on Travelers (*see, e.g.*, Taylor Dec., Ex AF, Lascell Dep. Tr. 158:14-159:14) and also raised potentially dubious privilege objections, *see, e.g.*, Taylor Dec., Ex AF, Lascell Dep. Tr. 172:22-176:10. Given the complex nature of this case, there has been inadequate time for discovery and to prepare objections and for the confirmation hearing. *See, e.g., In re Lloyd E. Mitchell, Inc.*, 373 B.R. 416, 428 (Bankr. D. Md. 2007) (confirmation schedule, which set a confirmation hearing for 90 days after approval of the disclosure statement, did not allow “sufficient opportunity to take discovery, draft and respond to confirmation objections and prepare for a contested confirmation hearing”); *see generally Truck Ins. Exch. v. Kaiser Gypsum Co.*, 602 U.S. 268, 282 (2024) (insurers have the right to be “fully heard” and to “have their legitimate objections addressed”).

II. JURISDICTION & VENUE

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference from the United States District Court for the Eastern District of Virginia, dated August 15, 1984. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

III. INSURANCE BACKGROUND

6. Hopeman's liability insurance program that is potentially applicable to asbestos-related claims consists of primary layer insurance policies issued by Liberty Mutual Insurance Company ("LMIC") from 1937 through 1984 and multiple layers of umbrella and excess policies issued by LMIC and other insurers from 1965 through 1984. Dkt. 767, Disclosure Statement at 9. Travelers issued certain umbrella and excess liability policies to Hopeman prior to 1984. While two policies are exhausted and released, Hopeman contends that thirteen policies issued by Travelers potentially may provide coverage for asbestos-related claims in the future (the "Travelers Policies"). Dkt. 766; Plan § 1.12; Dkt. 853, Plan Supplement, Ex. H. None of these Travelers Policies requires Travelers to defend asbestos-related claims or pay defense costs. *See, e.g.,* Johnson Dec., Travelers Ex. D, Travelers Casualty Policy No. 01 XN 542 WCA at 3; *see also id.*, Travelers Exs. C, F, H, I, K, L, N, O, Q, R, T, U; *see also, id.*, Ex. A (2005 Agreement) §§ C-E. Each of these Travelers Policies sits above other policies that have not exhausted their limits of liability. *See, e.g.,* Taylor Dec., Ex AF, Lascell Dep. Tr. 146:13-147:7. In addition to assistance and cooperation, inspection and audit, and notice conditions that must be satisfied, *see, e.g.,* Dkt. 766, Plan § 1.10, the Travelers Policies impose various other important obligations on the insured. *See, e.g.,* Johnson Dec., Travelers Ex. C, St. Paul Policy No. 590XA6116 at 8 (requiring, *inter alia*, the insured to maintain underlying insurance coverage "except for any reduction or exhaustion of the aggregate limit contained therein solely by reason of losses that arise out of

occurrences which take place during” the operative policy period); Travelers Ex. D, Travelers Casualty Policy No. 01 XN 542 WCA at 8 (requiring, *inter alia*, that the insured obtain insurer consent to an assignment of the contract); *see generally id.*, Travelers Exs. C-V.

7. In June 1985, Travelers Casualty and Hopeman (and other insurance companies) entered into an Agreement Concerning Asbestos Claims (the “Wellington Agreement”). Among other things, the Wellington Agreement establishes a framework for the payment of indemnity and defense costs regarding asbestos-related claims against Hopeman and provides rights in favor of Hopeman to payment of insurance proceeds under the framework. Dkt. 767, Disclosure Statement at 9. Subject to all of its terms and conditions, “[p]ursuant to the Wellington Agreement, participating insurers’ obligations for asbestos-related claims, including for payment of defense costs and indemnification of liability payments incurred by Hopeman in connection with Asbestos Claims, [are] from a claimant’s date of first exposure across a ‘coverage block’ which, in Hopeman’s case, extend[s] to 1984.” *Id.* The Wellington Agreement requires Hopeman to pay allocated expenses “if no part of the exposure period is covered by insurance policies in the coverage block paying allocated expenses[.]” *See* Johnson Dec., Travelers Ex. B, § XI.2. Hopeman is required to resolve any disputes within the scope of the agreement through alternative dispute resolution. *Id.* § VIII.6.

8. In 2005, Travelers and Hopeman entered into a confidential agreement, the Agreement Among Hopeman Brothers, Inc. The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (the “2005 Agreement” and collectively with the Wellington Agreement, the “Travelers CIP Agreements”). Among other terms, the 2005 Agreement requires Travelers to [REDACTED]. *See* Johnson Dec., Travelers Ex.

A. Hopeman provided [REDACTED].
[REDACTED]. *See, e.g., id.* §§ VII, VIII. Travelers has various other rights under the agreement, including, [REDACTED]. *E.g., id.* § V.

IV. OBJECTIONS

9. To be confirmed, a plan proponent must establish compliance with all the requirements of section 1129(a). The plan proponent bears the burden of proof with respect to each and every element of section 1129(a). *See, e.g., In re Garlock Sealing Techs., LLC*, No. 17-CV-00275, 2017 WL 2539412, at *15 (W.D.N.C. June 12, 2017); *In re Guilford Telecasters, Inc.*, 128 B.R. 622, 625 (Bankr. M.D.N.C. 1991). Among other things, section 1129(a)(3) provides that a court should confirm a chapter 11 plan only if the “plan has been proposed in good faith and not by any means forbidden by law.” This rule prohibits confirmation of any chapter 11 plan that fails to comply with contracts validly formed under state law. *See In re SPM Mfg. Corp.*, 984 F.2d 1305, 1311 (1st Cir. 1993) (noting bankruptcy courts lack authority to enter orders that “expand the contractual obligations of the parties”). A plan is not proposed in good faith, and therefore cannot be confirmed, if the plan does not “provide adequate means for the plan’s implementation.” 11 U.S.C. § 1123(a)(5); *In re Fed.-Mogul Glob. Inc.*, 684 F.3d 355, 368 (3d Cir. 2012) (citation omitted) (clarifying that the examples listed in section 1123(a)(5) are illustrative and not exhaustive).

10. To be finally approved, the Disclosure Statement must provide “adequate information,” which is defined under section 1125 of the Bankruptcy Code as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed

judgment about the plan, but adequate information need not include such information about any other possible or proposed plan

11 U.S.C. § 1125(a)(1). The determination of what constitutes adequate information is within the discretion of the bankruptcy court. *See In the Matter of Tex. Extrusion Corp.*, 844 F.2d 1142, 1156-57 (5th Cir. 1988). It has been repeatedly held that, “[t]he importance of full disclosure is underlaid by the reliance placed upon the disclosure statement by the creditors and the court. Given this reliance, we cannot overemphasize the debtor’s obligation to provide sufficient data to satisfy the Code standard of ‘adequate information.’” *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988).⁴ A disclosure statement should contain “[a]ll factors presently known to the plan proponent that bear upon the success or failure of the proposals contained in the plan.” *In re Microwave Prods. of Am., Inc.*, 100 B.R. 376, 377 (Bankr. W.D. Tenn. 1989) (internal quotations omitted); *see also In re Cardinal Congregate I*, 121 B.R. 760, 765 (Bankr. S.D. Ohio 1990). Because creditors must rely on the disclosure statement in formulating a decision on whether to approve or reject a proposed plan, debtors have an affirmative duty to provide a disclosure statement that contains complete and accurate information. *See Krystal Cadillac-Oldsmobile Freight, Inc. v. Gen. Motors Corp.*, 337 F.3d 314, 324 (3d Cir. 2003); *see also Oneida*, 848 F.2d at 417.⁵

⁴ *See also In re Momentum Mfg. Corp.*, 25 F.3d 1132, 1136 (2d Cir. 1994) (“Of prime importance in the reorganization process is the principle of disclosure.”); *In re Unichem*, 72 B.R. 95, 97 (Bankr. N.D. Ill. 1987) (A disclosure statement must contain all material information relating to the risks posed to creditors and equity holders under the proposed plan of reorganization).

⁵ *See also Momentum Mfg. Corp. v. Emp. Creditors Comm. (In re Momentum Mfg. Corp.)*, 25 F.3d 1132, 1136 (2d Cir. 1994) (“Of prime importance in the reorganization process is the principle of disclosure.”); *In re Scioto Valley Mortg. Co.*, 88 B.R. 168, 170 (Bankr. S.D. Ohio 1988) (“The disclosure statement was intended by Congress to be the primary source of information upon which creditors and shareholders could rely in making an informed judgment about a plan”).

A. Travelers Has Standing Pursuant to Section 1109 of the Bankruptcy Code.

11. Travelers, an insurer of the Debtor, is a “party in interest” and has standing to be heard on any issue. The Supreme Court unanimously held in *Truck Insurance* that, notwithstanding any purported “insurance neutrality” provisions in a chapter 11 plan, insurers are parties in interest under section 1109(b) of the Bankruptcy Code with broad standing to object to plan confirmation. *Truck Ins. Exch. v. Kaiser Gypsum Co.*, 602 U.S. 268, 283-84 (2024) (citing 11 U.S.C. § 1109(b)).⁶ As discussed below, the Plan negatively affects Travelers’ rights.

B. The Definition of “Asbestos CIP Agreement” Should be Clarified.

1. The Plan is Impermissibly Vague and Uncertain as to Which Agreements are “Asbestos CIP Agreements”

12. The treatment of the Travelers CIP Agreements under the Plan depends on whether each is an “Asbestos CIP Agreement.” *See, e.g.*, Dkt. 766, Plan § 6.2 (providing that “none of the ... Asbestos CIP Agreements are being rejected, altered, or otherwise modified pursuant to this Plan.... To the extent any of the ... Asbestos CIP Agreements are Executory Contracts, then, notwithstanding anything contained in the Plan to the contrary, the Plan will constitute a motion to assume any such Asbestos Insurance Policy or Asbestos CIP Agreement”). The Plan defines “Asbestos CIP Agreement” as follows:

1.7. Asbestos CIP Agreement means an agreement between Hopeman and an Asbestos Insurer that (a) is based on, arises from, or is attributable to an Asbestos Insurance Policy and (b), among other things, establishes a framework or formula for the Asbestos Insurer’s payment of indemnity, liability, or defense costs to Hopeman with respect to Asbestos Personal Injury Claims. The term “Asbestos CIP Agreement” includes that certain Settlement Agreement, dated December 18, 2009, between Hopeman and Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America. Notwithstanding any of the foregoing, **“Asbestos CIP Agreement” does not include any prepetition settlement agreement (or any related indemnity**

⁶ *See also In re AIO US, Inc.*, No. 24-11836, 2025 WL 1617477, at *1 (Bankr. D. Del. June 6, 2025) (finding insurers had standing and observing that the “only standing question the Court needs to confront is whether the [insurers] have statutory standing to object to confirmation under § 1109(b)”).

obligations thereunder) that does not currently provide rights in favor of Hopeman to continuing coverage or to payment of insurance proceeds.”

Dkt. 766, Plan § 1.7 (italicized-bold emphasis added).

13. While Travelers believes that the Travelers CIP Agreements are “Asbestos CIP Agreements,” the definition includes a vague carve-out (also emphasized above), that it “does not include any prepetition settlement agreement (or any related indemnity obligations thereunder) that does not currently provide rights in favor of Hopeman to continue coverage or to payment of insurance proceeds.” *Id.* Further, except for one agreement between Hopeman and Century Indemnity Company, the Debtor fails to identify which of its numerous agreements with insurers⁷ are “Asbestos CIP Agreements” and which agreements fall within the definition’s carveout. The carveout, coupled with the identification of one agreement as an “Asbestos CIP Agreement,” results in ambiguity as to how the Plan treats agreements between insurers and Hopeman, including the Travelers CIP Agreements. The ambiguity is heightened because the Debtor and Committee have provided unsupported and contradictory interpretations of the Plan, as discussed below.

14. The Plan cannot be confirmed to the extent it continues to include these vague and uncertain provisions. The Plan should explicitly identify the Travelers CIP Agreements as “Asbestos CIP Agreements” so that it is clear how they are treated under the Plan.

2. *The Travelers CIP Agreements Fit the Definition of “Asbestos CIP Agreements”*

15. Travelers believe the Travelers CIP Agreements are included in the definition of “Asbestos CIP Agreements.” Both agreements are agreements between Hopeman and an Asbestos Insurer (*i.e.*, Travelers Casualty or Travelers) that are based on, arise from, or are attributable to

⁷ See, e.g., Dkt. 767, Disclosure Statement at 9 (referencing the Wellington Agreement and various “coverage-in-place agreements,” which are collectively defined as “Asbestos CIP Agreements”); Dkt. 225, Debtor’s Mot. for a Protective Order, Ex. A (listing various confidential agreements).

Asbestos Insurance Policies issued by Travelers. *See, e.g.*, Dkt. 767, Disclosure Statement Art. IV.F; *see also, e.g.*, Johnson Dec., Travelers Ex. A, 2005 Agreement. Further, both the Wellington Agreement and the 2005 Agreement establish “a framework or formula” for Travelers or Travelers Casualty’s payment of “indemnity, liability, or defense costs to Hopeman” with respect to Asbestos Personal Injury Claims. As explained by the Plan Proponents (Hopeman and the Committee) in the Disclosure Statement, under the Wellington Agreement, *e.g.*, “liability payments incurred by Hopeman in connection with Asbestos Claims, [are] spread pro-rata across all insurance policies from a claimant’s date of first exposure across a ‘coverage’ block’ which, in Hopeman’s case, eventually extended to 1984.” Dkt. 767, Disclosure Statement Art. IV.F.

16. Further, the Disclosure Statement advises that in addition to the Wellington Agreement, other insurers (including Travelers) “entered into bilateral insurance settlement agreements, called ‘*coverage-in-place*’ agreements, with Hopeman (collectively, the ‘Asbestos CIP Agreements’).” *Id.* (emphasis added). It also explains that “[p]ursuant to each Asbestos CIP Agreement, the applicable insurance policy remained in place and the agreements obligated those insurers to pay portions of Hopeman’s ... liability indemnification amounts for Asbestos Claims on terms identical to or substantially similar to those in the Wellington Agreement.” *Id.*; *see also, e.g.*, Johnson Dec., Travelers Ex. A, 2005 Agreement § IV.C.

17. The Wellington Agreement and 2005 Agreement remain in place and continue to provide coverage rights under policies that have not been released and/or exhausted (subject to all applicable terms and conditions of the policies and agreements), and thus “currently provide rights in favor of Hopeman to continuing coverage or to payment of insurance proceeds.” *See* Dkt. 766, Plan § 1.7. Thus, Travelers does not believe the Travelers CIP Agreements fall within the carve-out in the “Asbestos CIP Agreement” definition in the Plan.

3. *The Debtor and Committee Offer Confusing and Contradictory Interpretations of the Plan*

18. Although Travelers believes the Wellington Agreement and 2005 Agreement are within the definition of Asbestos CIP Agreements, Hopeman and the Committee “contend” in interrogatory responses that they are not Asbestos CIP Agreements. Taylor Dec., Travelers Ex. X, Committee’s Responses to Travelers’ Interrogs. at Nos. 17, 18; Travelers Ex. W, Debtor’s Responses to Travelers’ Interrogs. at Nos. 17, 18. Although Travelers’ interrogatories required Hopeman and the Committee to state “all facts and legal theories” supporting their contentions, both failed to do so. Instead, without explanation, the Committee simply recited the vague carveout language. Taylor Dec., Travelers Ex. X, at Nos. 17, 18.⁸ Similarly, as to its contention that the Wellington Agreement is not an “Asbestos CIP Agreement,” Hopeman merely “refer[red] Travelers . . . to [sic] definition of ‘Asbestos CIP Agreement’ set forth in section 1.7 of the 524(g) Plan.” Taylor Dec., Travelers Ex. W at No. 18. Thus, it is unclear why Hopeman and the Committee assert the Wellington Agreement is not an “Asbestos CIP Agreement.” As noted above, the Wellington Agreement currently provides rights to Hopeman, including by requiring signatory insurers, once implicated, to pay Hopeman’s covered asbestos liabilities based on a pro-rata allocation across the coverage block.

19. As to the 2005 Agreement, the Hopeman states that it:

⁸ For example, the Committee responded to Interrogatory No. 17 as follows (Taylor Dec., Travelers Ex. X):

INTERROGATORY NO. 17: *Do You contend that the 2005 Agreement is an Asbestos CIP Agreement? If Your answer is anything other than an unqualified “yes,” please state Your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: ... Subject to and without waiving the foregoing objections, the Committee contends that the 2005 Agreement is not an Asbestos CIP Agreement. A prepetition settlement agreement “that does not currently provide rights in favor of Hopeman to continuing coverage or to payment of insurance proceeds” is not an Asbestos CIP Agreement under section 1.7 of the Plan.

contends that the 2005 Agreement is full release of some of the Travelers Casualty Policies but a coverage-in-place agreement as to other Travelers Casualty Policies that were not implicated in 2005 and have not been since. As a result, the 2005 Agreement “does not currently provide rights in favor of Hopeman to continuing coverage or to payment of insurance proceeds” and, therefore, does not meet the definition of Asbestos CIP Agreement set forth in section 1.7 of the 524(g) Plan.

Id. at No. 17. But as noted above, the 2005 Agreement does currently provide rights to Hopeman to potential future coverage. Additionally, Hopeman’s response acknowledges that the 2005 Agreement is a “coverage-in-place” agreement, the exact type of agreement that the Disclosure Statement describes as being an “Asbestos CIP Agreement.”

20. Hopeman adds to the confusion of whether the Travelers CIP Agreements are “Asbestos CIP Agreements” in its response to Travelers’ Interrogatory No. 6:

INTERROGATORY NO. 6: Do You contend that the Asbestos Trust will be bound by, and obligated to honor, all of the terms, conditions, and provisions of the Travelers’ CIP Agreements? If Your answer is anything other than an unqualified “yes,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that, under the proposed 524(g) Plan, all of the Debtor’s rights under Asbestos CIP Agreements will be transferred to, and vested in, the Asbestos Trust. *See* Plan at §§ 1.7, 1.17, and 8.3(b). In addition, all of the parties’ respective rights, duties, defenses, obligations, and liabilities under the Travelers Insurers’ CIP Agreements are being preserved, and to the extent those agreements constitute executory contracts, are being assumed by the Reorganized Debtor. *See* Plan at § 6.2.

Taylor Dec., Travelers Ex. W, at No. 6. As an initial matter, the first sentence in Hopeman’s response is relevant only if the Travelers CIP Agreements *are* Asbestos CIP Agreements since the response and the cited Plan provisions address only Hopeman’s rights under Asbestos CIP Agreements (and Asbestos Insurance Policies). The provisions do not address obligations under agreements that are not Asbestos CIP Agreements.

21. Further, the second sentence in Hopeman’s response creates further ambiguity. Hopeman contends that under Section 6.2 of the Plan, all rights and obligations under the Travelers CIP Agreements “are being preserved,” and the Travelers CIP Agreements are being assumed to the extent they are executory contracts. *Id.* But Section 6.2 applies to Asbestos Insurance Policies and Asbestos CIP Agreements. Dkt. 766, Plan § 6.2. That is, while Section 6.2 purports to preserve “all parties’ respective rights, duties, defenses, obligations, and liabilities[,]” it does so only with respect to Asbestos Insurance Policies and Asbestos CIP Agreements. *Id.*

22. Nor does Section 6.2 address assumption of the Travelers CIP Agreements if they are not Asbestos CIP Agreements. *Id.* Rather, Section 6.2 provides that “[t]o the extent any of the Asbestos Insurance Policies or *Asbestos CIP Agreements* are Executory Contracts, then notwithstanding anything contained in the Plan to the contrary, the Plan will constitute a motion to assume any such Asbestos Insurance Policy or *Asbestos CIP Agreement*.” *Id.* (emphasis added). Nothing in Section 6.2 addresses assumption of executory contracts that are not Asbestos CIP Agreements.⁹ In short, Hopeman’s contention in Interrogatory No. 6 that Plan § 6.2 provides for assumption of the Travelers CIP Agreements and preserves all of Travelers’ rights under the Travelers CIP Agreements **makes sense only if the Travelers CIP Agreements are Asbestos CIP Agreements**. Yet, Hopeman’s subsequent interrogatory responses deny that the Travelers CIP Agreements are Asbestos CIP Agreements. *See supra*.¹⁰

⁹ In fact, Section 6.1 of the Plan provides that all Executory Contracts, other than “an asbestosis or Asbestos CIP Agreement” (and some other exceptions that do not apply) are rejected.

¹⁰ Notably, Hopeman’s Rule 30(b)(6) designee could not explain these inconsistencies, and testified the Debtor intends for the Plan to preserve parties’ rights and obligations under the Travelers CIP Agreements under Plan §6.2, per Debtor’s interrogatory response. *See, e.g.*, Taylor Dec., Ex AF, Lascell Dep. Tr. 159:4:7 (designee does not know why the 2005 CIP Agreement is not identified as an “Asbestos CIP Agreement”); 166:5-19 (confirming interrogatory response).

23. The Plan must be revised to provide clear definitions and treatment of Hopeman's agreements with insurers so there is no question as to how the Plan treats those agreements. The Plan should identify which agreements are "Asbestos CIP Agreements," including the Travelers CIP Agreements.

C. The Plan Improperly Purports to Transfer to the Asbestos Trust Only Hopeman's Rights With Respect to the Asbestos Insurance Policies and Asbestos CIP Agreements Without Transferring Hopeman's Obligations.

24. The Plan improperly provides that Hopeman's rights under the Asbestos Insurance Policies and Asbestos CIP Agreements will be transferred to, and vested in, the Asbestos Trust, but does not provide for the transfer to the Asbestos Trust of Hopeman's corresponding obligations under the Asbestos Insurance Policies and Asbestos CIP Agreements. Specifically, Section 8.3(b) of the Plan provides that the "the Asbestos Trust Assets, and any proceeds thereof, will be transferred to, and indefeasibly vested in, the Asbestos Trust, free and clear of all Claims, Demands, Equity Interests, Encumbrances, and other interests of any Entity." Dkt. 766, Plan § 8.3(b). Although "Asbestos Trust Assets"¹¹ includes "Asbestos Insurance Rights" and certain other assets, it does not include the Asbestos Insurance Policies or Asbestos CIP Agreements themselves, or the obligations under them. *Id.* § 1.22. "Asbestos Insurance Rights" include only Hopeman's *rights* with respect to Asbestos Insurance Policies and Asbestos CIP Agreements. *Id.* § 1.13.¹²

¹¹ "1.22. **Asbestos Trust Assets** means, collectively: (a) the Asbestos Trust Contribution; (b) the Asbestos Insurance Rights; (c) all other assets, rights (including Causes of Action), and benefits assigned, transferred or conveyed to the Asbestos Trust in connection with the Plan or any Plan Documents; and (d) all proceeds of the foregoing." Dkt. 766, Plan § 1.22.

¹² "1.13. **Asbestos Insurance Rights** means any and all of Hopeman's rights, title, privileges, interests, claims, demands, or entitlements in or to any insurance coverage, defense, indemnity, proceeds, payments, escrowed funds, initial or supplemental dividends, scheme payments, supplemental scheme payments, state guaranty fund payments, causes of action, and choses in action under, for, or related to (i) the Asbestos Insurance Settlements, (ii) the Asbestos Insurance Policies, or (iii) the Asbestos CIP

25. In short, it appears the Plan seeks to have the Asbestos Trust obtain the rights and benefits of the Travelers Policies and Travelers CIP Agreements (assuming they are Asbestos CIP Agreements) without also taking the obligations and burdens under those policies and agreements. The Committee, in response to interrogatories, confirmed this intent to split rights and obligations: “[u]nder the Plan, all of Hopeman’s rights under Asbestos CIP Agreements will be transferred to, and vested in, the Asbestos Trust. *See* Plan §§ 1.7, 1.13, and 8.3(b). Any of Hopeman’s duties or obligations under Asbestos CIP Agreements will be retained by Reorganized Hopeman. *See also* Plan § 6.2.” *See* Taylor Dec., Travelers Ex. X, at No. 6.¹³ The Plan cannot split the rights and obligations; any transfer of contractual rights under the Travelers Policies and Travelers CIP Agreements to the Trust must also transfer the contractual obligations.

Agreements, whether now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent, including:

(a) any and all rights of Hopeman to pursue or receive payment, reimbursement, or proceeds under any Asbestos Insurance Policy or any Asbestos CIP Agreement, whether for indemnity, liability, defense costs, or otherwise;

(b) the remaining balance of any proceeds of any and all payments received by Hopeman on account of an Asbestos Insurance Policy or Asbestos CIP Agreement at any time on, before, or after the Effective Date, together with all interest earned on such proceeds;

(c) any and all rights of Hopeman to pursue or receive payments from any insolvent Asbestos Insurer, whether in receivership, liquidation, rehabilitation, runoff, or scheme of arrangement, or any other form of proceeding, or from any insolvent Asbestos Insurer’s estate, and the remaining balance of any proceeds of all payments received by Hopeman from any such Asbestos Insurer or such insolvent insurer’s estate, at any time on, before, or after the Effective Date, together with all interest earned on such proceeds;

(d) any and all rights of Hopeman to pursue or receive payments with respect to Asbestos Personal Injury Claims from any insurance guaranty association;

(e) any and all rights of Hopeman to pursue or receive payment to any exception to a workers’ compensation exclusion in any Asbestos Insurance Policy; provided, however, that Asbestos Insurance Rights shall not include any rights or obligations under any insurance policy, settlement agreement, or coverage in-place agreement to which any Asbestos Insurer is a party to the extent, but only to the extent, that such rights or obligations pertain solely to coverage for Worker Compensation Claims, and

(f) any and all Extracontractual Claims, and any and all rights of Hopeman to pursue or receive payments or recoveries on account thereof.” Dkt. 766, Plan § 1.13.

¹³ Adding to the confusion with this Plan, the Debtor’s 30(b)(6) witness testified that the Debtor intends the Plan to transfer the Travelers Policies and the obligations thereunder to the Trust. *See* Taylor Dec., Ex AF, Lascell Dep. Tr. 147:12-148:6.

26. Debtor's rights and obligations are defined under state law: non-bankruptcy law generally defines parties' property rights. *See Butner v. United States*, 440 U.S. 48, 55 (1979). The estate is comprised of "all legal or equitable interests of the debtor in property" "wherever located." 11 U.S.C. § 541(a)(1). It is a bedrock principle of bankruptcy law that a debtor's rights neither expand nor contract by "happenstance" of bankruptcy. *See Mission Prod. Holdings v. Tempnology, LLC*, 587 U.S. 370, 381 (2019). The Debtor "cannot possess anything more than the debtor itself did outside bankruptcy." *Id.*

27. Contracts, including insurance policies and coverage-in-place agreements, are property of the estate, and bankruptcy law does not generally alter rights under those contracts. *See, e.g., NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 531–32 (1984); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989). It is axiomatic that a debtor has the same "rights and defenses" under an insurance policy or coverage-in-place agreement as those held prior to bankruptcy. *In re Combustion Eng'g, Inc.*, 391 F.3d 190, 245 n.66 (3d Cir. 2004). "The filing of a bankruptcy petition does not alter the scope or terms of a debtor's insurance policy." *In re MF Glob. Holdings Ltd.*, 469 B.R. 177, 194 (Bankr. S.D.N.Y. 2012). Nor does it permit an insured to "obtain greater rights to the proceeds of [an insurance] policy." *In re Denario*, 267 B.R. 496, 499 (Bankr. N.D.N.Y. 2001).

28. "Bankruptcy law generally does not permit a debtor or an estate to assume the benefits of a contract and reject the unfavorable aspects of the same contract." *Folger Adam Sec., Inc. v. DeMatteis/MacGregor JV*, 209 F.3d 252, 264 (3d Cir. 2000). For this reason, the Bankruptcy Code requires that the assignment of any contract be made "*cum onere*" – with both its rights and obligations thereunder. *See Century Indem. Co. v. NGC Settlement Tr. (In re Nat'l*

Gypsum Co.), 208 F.3d 498, 506-07 (5th Cir. 2000).¹⁴ The *cum onere* principle dictates that a debtor can only assign and/or transfer a contract if it transfers both its rights and obligations thereunder that were present prior to the bankruptcy. *In re Tex. Rangers Baseball Partners*, 521 B.R. 134, 180 (Bankr. N.D. Tex. 2014) (“A debtor may not merely accept the benefits of a contract and reject the burdens to the detriment of the other party”).

29. Although the *cum onere* principle appears most frequently in the context of assumption and assignment under section 365, the *cum onere* principle applies equally to assignments made under section 365 (for executory contracts) as it does to assignments made under section 363 (for non-executory contracts). See *In re Boy Scouts of Am.*, 137 F.4th 126, 164-65 (3d Cir. 2025) (A plan cannot be confirmed if “it incorporates provisions that impermissibly impair counterparts’ rights,” but where the plan transferred all rights and obligations, it did not violate that requirement); *In re Pin Oaks Apartments*, 7 B.R. 364, 372 (Bankr. S.D.Tex. 1980) (“Sections 365 and 363(b) of the Code do not give the trustee the power to assume [a contract] and then change its provisions”); *Folger Adam Sec., Inc.*, 209 F.3d at 252; *In re Stewart Foods, Inc.*, 64 F.3d 141, 145 (4th Cir. 1995) (holding that a debtor “remains bound by the debtor’s obligations under [non-executory] contracts after the bankruptcy filing.”); *In re Am. Home Mortg. Holdings, Inc.*, 402 B.R. 87, 98 (Bankr. D. Del. 2009) (“[T]he *cum onere* principle applies equally to the transfer of rights and obligations under a non-executory contract”); *In re Superior Air Parts, Inc.*, 486 B.R. 728, 738 (Bankr. N.D. Tex. 2012) (“[W]hen a contract is non-executory, the debtor remains bound to its obligations under that contract after the bankruptcy filing.”); *In re Badlands*

¹⁴ Under this well-recognized principle a debtor cannot rewrite the contract to create a different deal. See, e.g., *In re Thornhill Bros. Fitness, L.L.C.*, 85 F.4th 321, 326 (5th Cir. 2023) (“[A] debtor assuming an executory contract cannot separate the wheat from the chaff . . . [and] must assign the contract in whole, not in part”).

Energy, Inc., 608 B.R. 854, 875 (Bankr. D. Colo. 2019) (requiring Section 363 purchaser of contracts to comply with obligations); *Meiburger v. Endeka Enters., L.L.C. (In re Tsiaoushis)*, 383 B.R. 616, 621 (Bankr. E.D. Va. 2007) (“The court concludes that the Endeka operating agreement is not an executory contract. Thus, § 365(e)(1) of the Bankruptcy Code is not applicable and PP9.1 and 9.2 of the operating agreement are valid and fully enforceable”); *In re Spyglass Media Grp., LLC v. Bruce Cohen Prods. (In re Weinstein Co. Holdings, LLC)*, 997 F.3d 497 (3d Cir. 2021) (“if the contract is not executory, it can be sold to a § 363 buyer like any other liability or asset. ... Under the terms of the sale, the buyer must typically fulfill obligations under the contract it bought after the sale closes, just as it would with any other asset or liability.”) (citation omitted); *In re BearingPoint, Inc.*, No. 09-10691 (REG), 2009 WL 8519983, at *1 (Bankr. S.D.N.Y. Feb. 18, 2009) (“Any Purchaser of a Legacy Contract purchases same *cum onere*.”).

30. Because the Plan proposes to transfer only the Asbestos Insurance Rights without transferring or assigning all of the corresponding obligations, the Plan violates the *cum onere* rule and cannot be confirmed. To be confirmable, the Plan would need to provide for the transfer to the Asbestos Trust of not only the Asbestos Insurance Rights, but also the associated obligations, including all of Hopeman’s obligations under the Travelers Policies and Travelers CIP Agreements. The Trust must also have the authority to perform, including paying, any such obligations.

31. There is no provision in the Plan or the Hopeman Asbestos Trust Distribution Procedures (“TDPs”), *see* Dkt. 766, Ex. B, for the performance of obligations owed to Travelers or for the potential payment of any such obligations by the Asbestos Trust, including Hopeman’s potential [REDACTED] under the 2005 Agreement or potential obligations to pay allocated expenses under the Wellington Agreement. In fact, the Plan provides for no payment of

such obligations. *See* Dkt. 766, Plan § 8.3(h) (providing the Asbestos Trust “shall have no liability for any Claims other than Channeled Asbestos Claims and Asbestos Trust Expenses, and no Claims other than Channeled Asbestos Claims and Asbestos Trust Expenses¹⁵ shall be transferred and channeled to, or assumed by, the Asbestos Trust”). Thus, to be confirmable, the Plan and Asbestos Trust documents would also need to be revised to (i) allow Travelers to enforce those obligations against the Asbestos Trust, including by allowing the filing of a claim against the Asbestos Trust, and (ii) authorize the Asbestos Trust to pay such claims. *See generally In re Keaton*, 88 B.R. 154, 156 (Bankr. S.D. Ohio 1988) (finding that plan was not confirmable as it failed to provide for treatment of a creditor’s claim).

D. The Plan is Ambiguous Regarding the Performance of Obligations in Connection with the Travelers Policies and Travelers CIP Agreements.

32. Additionally, the Disclosure Statement lacks adequate information because it, and the Plan Documents, are ambiguous as to the performance of Hopeman’s obligations in connection with the Travelers Policies and Travelers CIP Agreements and the purported preservation of Travelers’ rights and defenses. The Plan is not proposed in good faith because of those ambiguities. *See In re Quigley Co.*, 391 B.R. 695, 699-701 (Bankr. S.D.N.Y. 2008); *In re Pittsburgh Corning Corp.*, 453 B.R. 570, 587 (Bankr. W.D. Pa. 2011) (holding ambiguous plan wording sufficient to find a lack of good faith).

33. Even if the Debtor could transfer rights to the Asbestos Trust while leaving corresponding obligations with Reorganized Hopeman, the Plan does not address the performance of all obligations under the Travelers Policies and Travelers CIP Agreements. Although Hopeman

¹⁵ “1.26. **Asbestos Trust Expenses** means any of the liabilities, costs, or expenses incurred by or on behalf of the Asbestos Trust (other than liabilities to holders of Asbestos Personal Injury Claims in respect of such Claims), in carrying out the terms of the Asbestos Trust Agreement.” Dkt. 766, Plan § 1.26.

has multiple obligations under the Travelers Policies and the Travelers CIP Agreements (*see supra*, § II), the Plan identifies and addresses only a subset of Hopeman’s obligations: the Plan limits “Asbestos Insurance Cooperation Obligations,” to only “the assistance and cooperation, inspection and audit, and notice of occurrence provisions set forth in the Asbestos Insurance Policies and any other provisions purporting to require the cooperation of the insured party.” Dkt. 766, Plan § 1.10. In other words, the term “Asbestos Insurance Coverage Obligations” extend only to a *subset* of Hopeman’s obligation under the Travelers Policies, and it does not include any obligations under the Travelers CIP Agreements.

34. Further, other Plan Documents indicate that Reorganized Hopeman is obligated only to comply with, and will have funding only to comply with, “Asbestos Insurance Cooperation Obligations” and not Hopeman’s other obligations under the Travelers Policies and Travelers CIP Agreements.¹⁶ *See* Dkt. 853, Plan Supplement, Ex. C, Amended By-Laws of Reorganized Hopeman, § 7.3 (“The Corporation shall take actions as may be necessary to comply with, or effectuate, the applicable Asbestos Insurance Cooperation Obligations[.]”); Plan Supplement, Ex. F, Restructuring Transaction (“Reorganized Hopeman may periodically set aside and reserve any dividends or distributions from the Property that are or will be sufficient ... to fulfill the Asbestos Insurance Cooperation Obligations.”). Such provisions requiring compliance with only a subset of Hopeman’s obligations conflict with Plan § 6.2, which provides that “all parties’ respective ... duties, ... obligations, and liabilities [under the Asbestos Insurance Policies and Asbestos CIP Agreements] are hereby preserved[.]” Dkt. 766, Plan § 6.2. The Plan should not be approved

¹⁶ For example, the obligations addressed in the Plan do not cover Hopeman’s obligations under the Wellington Agreement to pay defense costs in certain circumstances. The Plan eliminates that obligation by providing that Reorganized Hopeman, the Asbestos Trust, and Wayne have no obligation to answer, appear, or otherwise participate in actions except as provided in the Plan and as necessary to comply with Asbestos Insurance Cooperation Obligations. Dkt. 766, Plan § 8.12(b).

because it fails to address all of Hopeman's obligations under the Travelers Policies and Travelers CIP Agreements.

E. The Plan and Plan Documents Impair Travelers' Rights Notwithstanding Purporting to be Insurance Neutral.

35. As discussed herein, the Plan is not insurance neutral because the insurance neutrality provisions are insufficient, proposed findings of fact alter insurer rights, and other provisions impair Travelers' rights and interests. Although Travelers proposes language to address some of the insurance neutrality problems, revised language alone cannot remedy the Plan's numerous other infirmities that make the Plan unconfirmable.

1. The Insurance Neutrality Provisions are Too Narrow

36. The Debtor has unequivocally represented to the Court that the Plan will not alter *any* rights or defenses of non-settling insurers, including Travelers, stating: "[the] proposed Plan will not alter any rights or defenses of any liability insurers of Hopeman who are 'Non-Settling Asbestos Insurers.'" *See* Dkt. 759, Debtor's Omnibus Reply in Supp. of Solicitation Procedures Mot. ¶ 4. Per the Debtor, "[t]he Plan is not designed to impair the rights of any insurers who did not settle with Court approval, only to make clear that the Non-Settling Asbestos Insurers' rights and defenses are not affected." *Id.* ¶ 24. Further, in responding to interrogatories, Hopeman asserts that "all of the parties' respective rights, duties, defenses, obligations, and liabilities under the Travelers Insurers' CIP Agreements are being preserved." *See* Taylor Dec., Travelers Ex. W, Hopeman Response to Interrog. No. 6. Similarly, Debtor's designated 30(b)(6) witness confirmed that Debtor does not intend to alter or modify any rights, duties, obligations, or liabilities under the Travelers Policies and Travelers CIP Agreements, nor to limit or impair Travelers' rights, defenses, or claims under the Travelers Policies and Travelers CIP Agreements. *See, e.g.,* Taylor Dec., Ex AF, Lascell Dep. Tr. 148:23-149:10; Tr. 156:4-157:13.

37. In light of these statements, Travelers expected the Plan to include unequivocal language preserving all of Travelers' rights and defenses. However, although the Plan purports to be "insurance neutral," the Plan and Plan Documents are not, in fact, "insurance neutral" and impair Travelers' rights.¹⁷

38. A chapter 11 plan may not be confirmed if it would give the debtor's estate greater rights under its insurance contracts than it held prepetition or materially alter a counterparty's obligations under the contracts. *Cf., In re Pittsburgh Corning Corp.*, 453 B.R. 570, 605 (Bankr. W.D. Pa. 2011) (finding a proposed section 524(g) plan "unconfirmable" due to "the lack of clarity regarding insurance neutrality"); *In re Crippin*, 877 F.2d 594, 598 (7th Cir. 1989) ("[B]ankruptcy courts do not have the power to rewrite contracts to allow debtors to continue to perform on more favorable terms."); *see also Moody v. Amoco Oil Co.*, 734 F.2d 1200, 1213 (7th Cir. 1984); *In re Cajun Elec. Power Coop., Inc.*, 230 B.R. 715, 737 (Bankr. M.D. La. 1999). Here, notwithstanding the purported insurance neutrality language, the Plan impairs Travelers' rights.

39. As noted above, the Plan provides that "none of the Asbestos Insurance Policies or Asbestos CIP Agreements are being rejected, altered, or otherwise modified pursuant to this Plan, and all parties' respective rights, duties, defenses, obligations, and liabilities thereunder are hereby preserved. . . ." Dkt. 766, Plan § 6.2 (further providing that if any of the Asbestos Insurance Policies or Asbestos CIP Agreements constitute Executory Contracts, they will be assumed by Hopeman). Initially, to the extent that the Travelers CIP Agreements are not Asbestos CIP Agreements (which, as discussed above, Travelers disputes, but at a minimum, is ambiguous in

¹⁷ A plan is insurance neutral if "all contractual rights and coverage defenses [are] fully preserved." *In re Flintkote Co.*, 486 B.R. 99, 117 (Bankr. D. Del. 2012), *aff'd* 526 B.R. 515 (D. Del. 2014). If a plan increases insurance exposure and the likelihood of liability of carriers, it is not insurance neutral. *See In re Thorpe Insulation Co.*, 677 F.3d 869, 885 (9th Cir. 2012); *accord In re Glob. Indus. Techs. Inc.*, 645 F.3d 201, 212 (3d Cir. 2011) (en banc).

light of the Plan language and Plan Proponents' interrogatory responses), this provision is too narrow because it does not also preserve "rights, duties, defenses, obligations, and liabilities" under the Travelers CIP Agreements. Moreover, Section 6.2 is limited to the effect of "this Plan," and does not address the impact of the Confirmation Order or other Plan Documents on Travelers' rights. It should be expanded to reference "this Plan, Plan Documents or Confirmation Order, and any findings of fact and/or conclusions of law with respect to the confirmation of the Plan."¹⁸

40. Although the first paragraph in Section 6.2 broadly states that nothing in the Plan modifies or alters rights or defenses under the Asbestos Insurance Policies, the last paragraph in the same section could be interpreted to narrow this initial provision. It preserves Travelers' right "to assert any insurance coverage defense" under an "Asbestos Insurance Policy," when it should include additional language making clear that the Plan does not alter, modify, or amend *any* of Travelers' rights or defenses under applicable law. This last paragraph reads:

[N]othing in this Plan, any Plan Supplement, or any other document related to or made as an exhibit to the Plan is intended to or shall limit the right of any Asbestos Insurer or Non-Asbestos Insurer to assert any insurance coverage defense available under the applicable Asbestos Insurance Policy to any Channeled Asbestos Claim, or the applicable Non-Asbestos Insurance Policy to any Non-Channeled Asbestos Claim, as appropriate, asserted against Hopeman or administered by the Asbestos Trust.

Dkt. 766, Plan § 6.2. Additionally, while this language is not limited to only the impact of the Plan, but also the Plan Supplement, it needs to also include the Confirmation Order and other Plan Documents.

¹⁸ The definition of "**Confirmation Order**" should be revised to include any findings of fact or conclusions of law entered by the Bankruptcy Court or the District Court in connection with confirmation of the Plan. To the extent that the order confirming the Plan is a separate document from the Court's findings of fact and conclusions of law, both documents should be included in the definition of Confirmation Order to avoid covering only one part of the Court's ruling.

41. Further, Section 8.18,¹⁹ entitled “Insurance Neutrality” is too narrow. While this provision properly extends to other documents beyond the Plan, it preserves only “the right of any insurer to assert any coverage defense. . . .” *Id.* § 8.18. In short, the Plan needs to be modified to comport with the Debtors’ statements that “[the] proposed Plan will not alter any rights or defenses of any liability insurers of Hopeman who are ‘Non-Settling Asbestos Insurers.’” *See* Dkt. 759 ¶ 4. The following italicized language could be added to the “insurance neutrality” section to remedy the deficiencies:

Notwithstanding anything to the contrary therein, nothing in the Plan, Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the confirmation of the Plan, or any order or opinion entered on appeal from the Confirmation Order shall in any way operate to, or have the effect of: (i) impairing any insurer’s legal, equitable, contractual, or other rights, claims, or defenses in any respect; (ii) limiting the right of any insurer to assert any defense at law or in equity under applicable non-bankruptcy law to provide insurance coverage; (iii) modifying, amending, changing, or supplementing the terms of any Asbestos Insurance Policy, Asbestos CIP Agreement, or any other agreement between Hopeman and any insurer; or (iv) impairing, altering, modifying, amending, changing, or supplementing the rights, duties, defenses, obligations, and liabilities, if any, under any Asbestos Insurance Policy, Asbestos CIP Agreement, or any other agreement between Hopeman and any insurer.

¹⁹ “8.18. **Insurance Neutrality.** Nothing in the Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the confirmation of the Plan, or any order or opinion entered on appeal from the Confirmation Order shall limit the right of any insurer to assert any coverage defense; provided, however, that (a) the transfer of rights in and under the Asbestos Insurance Rights to the Asbestos Trust is valid and enforceable and transfers such rights under the Asbestos Insurance Rights as Hopeman or Reorganized Hopeman may have, and that such transfer shall not affect the liability of any insurer, and (b) the discharge and release of Hopeman and Reorganized Hopeman from all Claims and the injunctive protection provided to Hopeman, Reorganized Hopeman, and the Protected Parties with respect to Claims as provided herein shall not affect the liability of any insurer, except to the extent that any such insurer is a Settled Asbestos Insurer. Notwithstanding anything in this Section 8.18 to the contrary, nothing in this Section 8.18 shall affect or limit, or be construed as affecting or limiting, (1) the binding effect of the Plan and the Confirmation Order on Hopeman, Reorganized Hopeman, the Asbestos Trust, or the beneficiaries of the Asbestos Trust or (2) the protection afforded to any Settled Asbestos Insurer by the Asbestos Permanent Channeling Injunction. Further, nothing in this Section 8.18 is intended or shall be construed to preclude otherwise applicable principles of res judicata or collateral estoppel from being applied against any insurer with respect to any issue that is actually litigated by such insurer as part of its objections to confirmation of the Plan.” Dkt. 766, Plan § 8.18

42. Finally, the “Insurance Neutrality” Section in section 8.18 contains improper carve-outs. Specifically, Section 8.18 impairs Travelers’ right to assert defenses that it may have to provide insurance coverage for a Channeled Asbestos Claim by providing that (i) the transfer of Asbestos Insurance Rights under the Plan “shall not affect the liability of any insurer” and (ii) the discharge and release of Hopeman and Reorganized Hopeman and the injunctive provisions in the Plan, “shall not affect the liability of an any insurer.” Dkt. 766, Plan § 8.18. There is no basis for the Court to determine what, if any, impact the transfer, discharge, release, or injunction, has on Travelers’ coverage defenses. As explained in Section F below, such declaratory relief is inappropriate in the context of a plan confirmation and should be decided in a coverage action, if necessary.

2. *The Plan Impairs Travelers’ Rights to Settlement Proceeds and Eliminates Insurer Rights Without Adequate Protection*

a. *Travelers Has Interests in Other Insurers’ Policies*

43. Prior to the petition date, Hopeman funded its defense from coverage under other insurance policies that require the applicable insurer to provide defenses and/or reimburse Hopeman for defense costs and through Hopeman’s cash on hand. Dkt. 767, Disclosure Statement pp. 10-11. Prior to these bankruptcy proceedings, Hopeman was defending claims and paid approximately 57.33% of the defense costs with the remaining amount reimbursed by insurers with defense obligations. *Id.* (also explaining that Hopeman was paying 35.12% of claim payments). The Plan, however, absolves Hopeman from its responsibilities to defend and pay defense and indemnity costs. *See* Dkt. 766, Plan § 8.12(b) (providing that Reorganized Hopeman nor the Asbestos Trust will have any obligation to answer, appear or otherwise participate in actions brought by asbestos claimants).

44. Travelers does not have any contractual obligation to provide a defense or pay defense costs under the Travelers Policies. *See supra* § II. In contrast, various other insurers are obligated to defend Hopeman and/or pay defense costs under their policies, and/or agreements with Hopeman, such as the Wellington Agreement and bilateral agreements with Hopeman. Dkt. 767, Disclosure Statement at 9. For example, Travelers Casualty, along with Hopeman and various other Hopeman insurers, are signatories to the Wellington Agreement. *See, e.g., id.*; Johnson Dec. ¶ 4. Under the agreement, signatory insurers that issued excess policies may, under some circumstances, have a duty to pay Hopeman's defense costs. Johnson Dec., Travelers Ex. B, Wellington Agreement, ¶ XI.1. But the agreement also states that those carriers – like Travelers Casualty, whose excess policies exclude a defense obligation - are not required to pay defense costs. *Id.*

45. To the extent insurers with a defense obligation settle with Hopeman, other insurers may be forced to assume responsibility for defending claims to avoid entry of default judgments. To the extent Travelers provides a defense to Hopeman to avoid entry of default judgments, it would be incurring costs that are other insurers' responsibility. Under state law, Travelers would have breach of contract claims or equitable claims, such as contribution claims, against such insurers. *See, e.g., Hartford Acc. & Indem. Co. v. Mich. Mut. Ins. Co.*, 61 N.Y.2d 569, 573-74 (1984) (excess carrier may bring breach of good faith claims against primary insurers for failing to mount a competent defense); *Md. Cas. Co. v. W.R. Grace & Co.*, 218 F.3d 204, 210-13 (2d Cir. 2000) (an insurer's settlement with insured does not immunize that insurer from claims by other insurers, including equitable contribution claims). The same would be true with respect to any indemnity paid by Travelers that is the legal responsibility of another insurer. *See, e.g., Danaher*

Corp. v. Travelers Indem. Co., 414 F. Supp.3d 436, 452 (S.D.N.Y. 2019) (contribution action permitted when an insurer pays “more than its fair share for a loss covered by multiple insurers”).

46. However, as discussed more fully below, the Plan strips Travelers of these rights without adequate protection or compensation by not preserving Travelers’ rights to proceeds of a settlement, including by removing such protections that were previously granted.

b. *The Plan Eliminates Travelers’ Interest in Settlement Proceeds*

47. Earlier in these proceedings, the Court entered a Settlement Order [Dkt. 442] approving the Certain Settling Insurers Agreement. Pursuant to the Settlement Order, the Court entered an injunction preventing certain claims against the Settling Insurer Persons (as defined in the Settlement Order) and channeling all claims related to the settled policies, including claims for contribution, indemnity, reimbursement, or otherwise to the settlement proceeds. *See* Dkt. 442, Settlement Order ¶¶ 7-8, 14-15; Dkt. 53, Settlement Motion, Ex. A (Settlement Agreement) § 1.3. However, the Plan transfers the proceeds of that settlement to the Asbestos Trust “free and clear of all Claims, Demands, Equity Interests, Encumbrances, and other interests of any Entity.” *See* Dkt. 766, Plan § 8.3. Thus, the channeling of all claims to the settlement proceeds will be undone by the Plan. Therefore, the Plan fails to adequately protect and preserve Travelers’ potential rights and interests in those proceeds because nothing in the Plan permits Travelers to assert claims, including contribution, indemnity, reimbursement and other claims, against the Asbestos Trust.

48. A plan of reorganization can only be confirmed if it “complies with the applicable provisions of” the Bankruptcy Code. 11 U.S.C. § 1129(a)(1). Under the Bankruptcy Code, property of the estate may not be used or sold without providing adequate protection to entities with an

interest in the property. *See* 11 U.S.C. § 363(e).²⁰ The adequate protection requirement is generally satisfied if an entity’s interest in estate property attaches to the proceeds from the sale or use of the property. *See MacArthur Co. v. Johns-Manville Corp.*, 837 F.2d 89, 94 (2d Cir. 1988) (“It has long been recognized that when a debtor’s assets are disposed of free and clear of third-party interests, the third party is adequately protected if his interest is assertable against the proceeds of the disposition.”). “So, under § 363(b), a debtor may not sell property of the estate, such as insurance policies, with greater or fewer rights or obligations than it possessed outside of bankruptcy, and ***a plan cannot be confirmed when it incorporates provisions that impermissibly impair counterparts’ rights.***” *In re Boy Scouts of Am.*, 137 F.4th at 164-65 (emphasis added).

49. Similarly, when property of the estate is transferred to an asbestos trust pursuant to section 524(g), claims and interests against property of the estate can only be enjoined if they have recourse against the trust: “An injunction may be issued under subparagraph (A) to enjoin entities from taking legal action for the purpose of directly or indirectly collecting, recovering, or receiving payment or recovery with respect to any claim or demand that, under a plan of reorganization, *is to be paid in whole or in part by a trust ...*” 11 U.S.C. §524(g)(1)(B) (emphasis added); *see MacArthur Co.*, 837 F.2d at 94 (“Even if we assume that MacArthur could show that it has a valid claim against the insurers, MacArthur is not left without a remedy: It may proceed in the Bankruptcy Court against the \$770 million settlement fund. It has long been recognized that when a debtor’s assets are disposed of free and clear of third-party interests, the third party is adequately protected if his interest is assertable against the proceeds of the disposition.”); *In re W.R. Grace &*

²⁰ Settlements of insurance policies in bankruptcy are often resolved through a “buy-back” or sale of the policies under 11 U.S.C. § 363 as was done in the previously approved Settlement Order [Dkt. 442].

Co., 729 F.3d 311 (3d Cir. 2013) (injunction of indemnity and contribution claims proper where claims were to be paid from trust).

50. Where a debtor settles with an insurer and a non-settling excess insurer's claims against the settling insurer are enjoined, the rights of non-settling excess insurers can be adequately protected only if non-settling excess insurers have the right to reimbursement from the Trust for the excess insurers' incurrence of obligations that would otherwise have been borne by a settling insurer—*i.e.*, a lien on the proceeds paid by the settling insurer to the Trust. *See In re SportStuff, Inc.*, 430 B.R. 170, 179 (B.A.P. 8th Cir. 2010) (holding that bankruptcy court erred in extinguishing contribution claims of additional insureds in connection with settlement under Rule 9019 but suggesting that such relief would be permissible under section 363 if the additional insureds had the right to seek contribution from the sale proceeds).

51. Although the Settlement Order previously channeled all contribution, indemnity, reimbursement, and other claims to the Proceeds, the Plan strips those rights, without protection, by transferring the proceeds²¹ free and clear to the Asbestos Trust.

c. *Judgment Reduction Is Insufficient*

52. The Plan provides for potential judgment reduction by an insurer, but the provision is inadequate for multiple reasons. The Plan provides:

If any Non-Settling Asbestos Insurer against whom an Insurance Policy Action²² is brought asserts as a defense that it would have a claim *as a result of contribution*

²¹ Travelers further notes that the Plan appears to contemplate that a significant portion of the settlement proceeds will be used to pay administrative expenses, including professionals fees and the new investments of Reorganized Hopeman, rather than insured claims, defense costs, or other costs related to asbestos claims.

²² Plan § 8.13(c) provides: “Any Channeled Asbestos Claimant who (1) has obtained a judgment against Reorganized Hopeman or Wayne in accordance with Section 8.12 hereof, or (2) has the right under applicable nonbankruptcy law to name, join, or substitute as a defendant an Asbestos Insurer, may, to obtain the benefits of Asbestos Insurance Coverage, commence a judgment-enforcement action or a direct action against the relevant Non-Settling Asbestos Insurer (‘Insurance Policy Action’).”

rights against one or more Settled Asbestos Insurers with respect to the Channeled Asbestos Claimant's claim that it could have asserted but for the Asbestos Permanent Channeling Injunction (“**Contribution Claim**”), the liability, if any, of the Non-Settling Asbestos Insurer to the Channeled Asbestos Claimant shall be reduced dollar-for-dollar by the amount, if any, of *any judgment* establishing the Contribution Claim in accordance with this Section 8.13.

Dkt. 766, Plan § 8.13(c)(i) (italicized emphasis added). First, the judgment reduction only permits a reduction of liability in an Insurance Policy Action if Travelers would have had a contribution claim against a Settled Asbestos Insurer “that it could have asserted *but for* the Asbestos Permanent Channeling Injunction.” Dkt. 766, Plan § 8.13(c)(i) (emphasis added). But to cover the prior injunction under the Settlement Order, the provision should also extend to the Settlement Order because that Settlement Order bars contribution claims against Certain Settling Insurers. Accordingly, the provision in Section 8.13(c)(i) should be broadened to include the following bolded language: “that it could have asserted but for the Asbestos Permanent Channeling Injunction **or any other injunction entered by a court in connection with this bankruptcy proceeding.**” Section 8.13(c)(ii), which addresses other mechanics of the reduction, should also be broadened to include similar language (as noted in bold below):

...the Channeled Asbestos Claimant shall not be permitted to argue that any Contribution Claims are not properly asserted against the Channeled Asbestos Claimant or that the Asbestos Permanent Channeling Injunction **or any other injunction entered by a court in connection with this bankruptcy proceeding** bars or affects in any way such Contribution Claims in connection with the Channeled Asbestos Claimant's claim against the Non-Settling Asbestos Insurer.²³

53. Further, the provision is too narrow because it only applies to “contribution” rights and does not extend to rights, claims, or causes of action by an insurer against a Settling Asbestos Insurer under other potentially applicable theories of recovery, such as subrogation, equitable

²³ Conforming edits to the TDPs and Trust Agreement are required with respect to similar provisions in those documents as to these and all other changes requested in these Objections.

subrogation, indemnification, allocation, reimbursement, offset, or other similar claims. Moreover, the provision only applies where there is a judgment; it does not apply where the defense prevails or there is a settlement. And even with respect to a judgment, if the defense costs exceed the amount of the judgment, the reduction is insufficient to cover all defense costs incurred.

d. *Future Settlements Could Impair Travelers' Rights*

54. The Travelers Policies provide that Hopeman is required to maintain in full effect the underlying coverage, which would include obligations to pay indemnity and defense costs. *See, e.g., Johnson Dec., Travelers Ex. C at p. 8 § 7.* The Plan makes no provision for compliance with those obligations.²⁴ Further, the Plan allows for settlements with any Asbestos Insurer after plan confirmation, entitling such insurers to § 524(g) protection and any “applicable Plan Injunction,”²⁵ if certain requirements are satisfied. Dkt. 766, Plan § 8.17. Travelers assumes that future settlements may be on similar terms to the Certain Settling Insurer Agreement. The Plan should clearly preserve all of Travelers’ rights to object to any such settlement and provide for the Travelers’ rights and interests to attach to the proceeds of any such settlement.

e. *Notice to Non-Settling Insurers of Any Future Settlements Should Be Required*

55. As noted, the Plan provides that the Asbestos Trust has authority to enter into settlements with insurers after the Effective Date. Dkt. 766, Plan § 8.17. Such settlements are

²⁴ If a future settlement between Hopeman and an insurer lessens the full effect of the underlying policy by, for example, relieving the insurer in whole or in part of a duty to defend and/or pay defense costs, Travelers can be liable under its policies only to the extent it otherwise would have been. *See, e.g., Johnson Dec., Travelers Ex. C at 8 § 7* (to the extent underlying coverage is not maintained “in full effect,” Travelers “shall be liable ... only to the extent that it would have been liable had the Insured complied” with this requirement). Thus, for example, in the absence of a defense that is required under the policies, Travelers would owe nothing under its policies or agreements.

²⁵ Travelers notes that Plan Injunction is not defined, leaving this provision unclear as to the scope of protections to future settling insurers.

subject to Bankruptcy Court approval “after notice to all parties directly affected by such Asbestos Insurance Settlement[.]” *Id.* It is unclear what is meant by, and who will determine which parties are, “directly affected” by any such settlement. Travelers has various rights under the Travelers Policies and Travelers CIP Agreements that could potentially be affected, directly or indirectly, by a settlement, depending on its terms. The Plan should require notice to all Non-Settling Asbestos Insurers, including Travelers, as interested parties whose rights might be affected, so that an insurer can determine whether it is appropriate to object to a settlement motion.

56. Notice, and an opportunity to object is also important because a settlement may prompt a material revision of the TDPs. The TDPs provide that they may be amended upon consultation and consent of the TAC and the FCR. Dkt. 853, TDPs §§ 3.1, 3.2, 8.1(a) and 8.1(b). However, there are no limits on the ability to amend or change the TDPs: “The Administrative Trustee may amend, modify, delete, or add to any provisions of this TDP.” Dkt. 853, TDP § 8.1(a). “To the extent [a settlement with an Asbestos Insurer], or any other development materially impacting the availability of Asbestos Insurance Coverage, requires a revision of this TDP, such revision shall require the consent of the TAC and the FCR.” *Id.* § 8.1(b). As noted above, section 8.18 of the Plan purports that nothing in the Plan, Confirmation Order, or Plan Documents²⁶ (which includes the TDPs) impairs Travelers’ rights to assert coverage defenses. To the extent that a settlement along with amendments to the TDPs impair Travelers’ rights, such amendments would violate the Plan. There is no basis to grant the Administrative Trustee, TAC, or FCR, the authority to amend, modify, delete, or add provisions to the TDP that impair Travelers’ rights under the policies or increase the burdens on Travelers. Therefore, any proposed material amendment that

²⁶ “1.84. **Plan Documents** means, collectively, (a) the Plan and all exhibits thereto, (b) the Disclosure Statement and all exhibits thereto, (c) the Plan Supplement, and (d) any other document necessary to implement the Plan.” Plan § 1.84.

could directly or indirectly impair Travelers' rights, should require notice to Travelers, with an opportunity to raise objections to this Court that the amendments should not be permitted.

3. *Plan Documents Impair Travelers' Rights to Information*

57. The TDPs provide that "with the consent of the TAC and the FCR, the Asbestos Trust may, in specific limited circumstances, disclose information, documents, or other materials reasonably necessary in the Asbestos Trust's judgment to preserve, litigate, resolve, or settle insurance coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement within the Asbestos Insurance Rights . . ." Dkt. 853, TDPs § 6.5. This provision appears to authorize the Asbestos Trust's non-compliance with obligations under Travelers Policies and Travelers CIP Agreements, including, *e.g.*, cooperation obligations and audit rights, so long as the TAC or FCR does not consent to the Trust's compliance with such obligations. The provision, thus, impairs Travelers' rights and should not be approved.

4. *The Plan Should Not Expand Channeled Asbestos Claimants' Rights*

58. First, the Plan and TDPs provide that Channeled Asbestos Claimants can file an action "in any court where Hopeman was subject to *in personam* jurisdiction as of the Petition Date or any other court of competent jurisdiction." Dkt. 766, Plan § 8.12(b); Dkt. 853, TDPs § 5.2(a)(ii). To the extent this provision seeks to expand a court's jurisdiction over Reorganized Hopeman by, *e.g.*, allowing a claimant to establish *in personam* jurisdiction based on other claimants' contacts with a particular state and not their own, it is overbroad and could increase the risks Travelers and other insurers face from such claims. The Plan should be clarified to ensure the provision does not expand a court's jurisdiction or grant a right to pursue an action in an inappropriate venue. Travelers suggests the provision be revised to include the bold language: "in any court where Hopeman **would have been** subject to *in personam* jurisdiction **with respect to**

the Channeled Asbestos Claimant's action had it been filed against Hopeman before the Petition Date or any other court of competent jurisdiction."

59. Second, the Plan and TDPs allow the Asbestos Trust to authorize a Channeled Asbestos Claimant to pursue Extracontractual Claims (bad faith claims)²⁷ against a Non-Settling Asbestos Insurer, provided that the Asbestos Trust can deny leave upon one of three circumstances. Dkt. 766, Plan § 8.13(e); Dkt. 853, TDPs § 5.2(a)(x). Pursuant to the Travelers CIP Agreements, Hopeman [REDACTED]. See Johnson Dec., Travelers Ex. B, Wellington Agreement § VIII(3); Ex. A, 2005 Agreement § VII.A. Hopeman's rights are no greater than existed prepetition. See 11 U.S.C. § 541; *Mission Prod. Holdings*, 587 U.S. at 381 ("Whatever limitations on the debtor's property apply outside of bankruptcy apply inside of bankruptcy as well"). Therefore, the Asbestos Trust cannot authorize pursuit of claims already waived or released by Hopeman. To the extent the Plan purports to revive those claims, the Plan improperly alters Travelers' rights and cannot be approved.

F. The Plan Contains Impermissible Findings of Fact Impairing Travelers' Rights.

60. The Plan requires the Court to make impermissible findings of fact that impair Travelers' rights. The proposed findings of fact are tantamount to a declaration concerning the rights and obligations of the parties with respect to insurance policies in the context of a confirmation hearing. Bankruptcy courts have consistently recognized that a state court coverage action, or minimally an adversary proceeding, is the appropriate forum for resolution of declaratory claims. See, e.g., *In re Congoleum*, No. 03-51524-KCF, Dkt. 497 (Bankr. D.N.J. 2004); *In re Conxus Commc'ns, Inc.*, 262 B.R. 893, 900 (D. Del. 2001) (bankruptcy court lacks authority to

²⁷ "Extracontractual Claim means any claim against an Asbestos Insurer for 'bad faith,' extracontractual, or tort liability that is based on, arises from, or is attributable to an Asbestos Insurance Policy or Asbestos CIP Agreement." Dkt. 766, Plan § 1.65.

enjoin contract counterparty from exercising rights after post-confirmation breach); *In re Sunflower Racing*, 226 B.R. 673, 694 (D. Kan. 1998) (bankruptcy courts lack equitable power to determine contract rights in context of confirmation hearing). Rule 7001(9) requires that requests for declaratory relief be made in an adversary proceeding. Fed. R. Bankr. P. 7001; *Feld v. Zale Corp. (Matter of Zale Corp.)*, 62 F.3d 746 (5th Cir. 1995), citing *Lyons v. Lyons (In re Lyons)*, 995 F.2d 923, 924 (9th Cir. 1993) (holding that, when a Rule 7001 category was at issue, the movant “may obtain the authority he seeks only through an adversary proceeding”). The determination of coverage issues is not a core matter, even if it might be “important” to Hopeman. *See In re U.S. Brass Corp.*, 110 F.3d 1261, 1268 (7th Cir. 1997) (“Eljer’s claimed right to insurance coverage is a creation of state contract law and one that could be vindicated in an ordinary breach of contract suit if Eljer were not a bankrupt. The fact that it is an important right to the bankrupt—Eljer claims to be seeking \$500 million in insurance coverage—is irrelevant.”); *In re Longview Power, LLC*, 515 B.R. 107, 114 (Bankr. D. Del. 2014) (claim seeking declaratory judgment regarding availability of coverage under policy was non-core); *see also In re PRS Ins. Grp., Inc.*, 445 B.R. 402, 404 (Bankr. D. Del. 2011) (citing cases).

61. Nor can the bankruptcy court dictate the prospective and preclusive effect that its findings will have to bind future courts in ruling on coverage issues. *See, e.g., In re Boy Scouts of Am.*, 642 B.R. 504, 631-32 (Bankr. D. Del. 2022) (“the *res judicata* or collateral estoppel effect of any Order I issue confirming the Plan is for a future court to decide in the context of specific litigation. . . . What insurers are obligated to pay under their policies is an insurance coverage issue that is not before the court.”); *Covanta Onondaga Ltd. v. Onondaga Cnty. Res.*, 318 F.3d 392, 397-98 (2d Cir. 2003) (“the first court does not get to dictate to other courts the preclusion consequences of its own judgment”); *Midway Motor Lodge v. Innkeepers’ Telemangement & Equip. Co.*, 54

F.3d 406, 409 (7th Cir. 1995); *Blankenship v. Chamberlain*, 695 F. Supp. 2d 966, 974 (E.D. Mo. 2010). The Court should refuse to confirm a plan that purports to dictate the effect of confirmation on the rights of insurers to assert claims and/or defenses under their respective policies and other agreements. Such issues are properly heard in a state court coverage action, not in this Court.

62. First, as noted above, Section 8.18 of the Plan provides for improper findings regarding the impact of the transfer of the Asbestos Insurance Rights and the discharge, release, and injunction in these proceedings in an attempt to limit Travelers' future rights to assert defenses. Dkt. 766, Plan § 8.18. No authority permits the inclusion of such language in the Plan, and these findings are in direct conflict with the insurance neutrality language. They impermissibly seek to have this Court make a coverage determination and predetermine whether Hopeman's conduct and actions violate the terms and conditions of Travelers Policies and Travelers CIP Agreements.

63. Second, Section 10.6 of the Plan contains an improper proposed finding/advisory ruling that "no release of the Released Parties shall diminish, reduce, or eliminate the duties of any Asbestos Insurer under any Asbestos Insurance Policy or any Asbestos CIP Agreement." *Id.* § 10.6.

64. Third, confirmation of the Plan is contingent upon an improper declaratory judgment disguised as a finding of fact by this Court, subject to *res judicata effect*, that:

Hopeman's conduct in connection with and throughout the Chapter 11 Case, including its negotiations with the Committee and the Future Claimants' Representative, Hopeman's commencement of this Chapter 11 Case, and the drafting, negotiation, proposing, confirmation, and consummation of the Plan, does not and has not violated any Asbestos Insurance Cooperation Obligations, nor were such events or conduct a breach of any express or implied covenant of good faith and fair dealing.

Id. § 11.1(g)(xxvii).

65. Fourth, the Plan requires an improper finding that "(viii) the assignment of the Asbestos Insurance Rights is valid and enforceable under sections 524(g), 541(e), 1123(a)(5)(B),

and 1129(a)(1) of the Bankruptcy Code, and the Bankruptcy Code preempts any anti-assignment contractual provisions and applicable state law.” Dkt. 766 Plan § 11.1(g). As an initial matter, section 541(e) has nothing to do with assignment or transfer of property – it addresses the “relationship” of adopted and foster children to the debtor. *See* 11 U.S.C. § 541(e). Further, although the Bankruptcy Code does permit assignment notwithstanding certain anti-assignment provisions, it does not preempt all such provisions. *See* 11 U.S.C. § 365(c) (requiring consent of the counterparty with respect to certain contracts); *see also* 11 U.S.C. § 365(e) (permitting termination of certain contracts following assignment). To the extent a finding on assignment is even required in connection with confirmation, the Court should find only that the assignment of Asbestos Insurance Rights is permitted under the Bankruptcy Code. The finding should not go further by determining future rights of the parties as a result of the assignment.

66. Fifth, the Plan requires improper proposed findings of facts regarding Protected Parties and the application of the Asbestos Permanent Channeling Injunction to the Protected Parties. Specifically, it requires findings that:

(xx) each Protected Party is identifiable from the terms of the Asbestos Permanent Channeling Injunction by name or as part of an identifiable group;

(xxi) applying the Asbestos Permanent Channeling Injunction to each Protected Party is fair and equitable with respect to persons that might subsequently assert Demands against each such Protected Party, in light of the benefits provided, or to be provided, to the Asbestos Trust, including the Asbestos Trust Contribution, by or on behalf of any such Protected Party;

(xxii) the Asbestos Trust Contribution constitutes a sufficient basis upon which to provide the Protected Parties with the protections afforded to them under the Plan, the Plan Documents, and the Confirmation Order;

Dkt. 766, Plan §11.1(g). However, Protected Party includes “any Settled Asbestos Insurer” which includes “any Asbestos Insurer that is a party to an Asbestos Insurance Settlement.” *Id.* §§ 1.95 & 1.104. “Asbestos Insurance Settlement” includes not only the Certain Settling Insurers Agreement

and agreements (if any) entered into prior to the Effective Date between an Asbestos Insurer and Hopeman that is, *inter alia*, approved by Final Order of the Bankruptcy Court, but also “any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17.” *Id.* § 1.14.²⁸ Section 8.17 provides for settlements that will be entered into in the future, after confirmation. *Id.* § 8.17.²⁹ There is no basis for any findings with respect to any such future Asbestos Insurance Settlement or any party thereto that does not yet exist. Such findings cannot be made at this time.

67. The Court should refrain from making any of the foregoing findings of fact. Travelers reserves the right to object to any other proposed findings of fact in the proposed Confirmation Order, which has not yet been made available to Travelers.

G. The Plan Cannot Transfer Rights the Debtor Does Not Have

68. Although two of Travelers policies were exhausted and released by Hopeman prior to the bankruptcy, the Committee apparently interprets the Plan to transfer rights under those

²⁸ “1.14. **Asbestos Insurance Settlement** means (a) the Certain Settling Insurers Agreement; (b), with the exception of the Certain Settling Insurers Agreement, each agreement that, prior to the Effective Date, has been entered into by an Asbestos Insurer and Hopeman with consent of the Committee and approved by Final Order of the Bankruptcy Court; or (c) any agreement that satisfies the requirements of clauses (a) through (c) of Section 8.17.” Dkt. 766, Plan § 1.14.

²⁹ “8.17. **Settlements with Non-Settling Asbestos Insurers After the Effective Date.** The Asbestos Trust shall have authority to enter into an Asbestos Insurance Settlement with any Asbestos Insurer on or after the Effective Date, but such Asbestos Insurance Settlement shall not be valid or enforceable unless and until (a) the Asbestos Trust Advisory Committee and the Future Claimants’ Representative have consented to such Asbestos Insurance Settlement and determined in writing that such Asbestos Insurance Settlement is fair, reasonable, and sufficiently comprehensive to warrant that such Asbestos Insurer receive the protections of a Settled Asbestos Insurer under the Asbestos Permanent Channeling Injunction, any other applicable Plan Injunction, and section 524(g) of the Bankruptcy Code; (b) the Asbestos Trust has consulted with HII about the terms of such Asbestos Insurance Settlement prior to its submission to the Bankruptcy Court for approval, as provided herein; and (c) the Bankruptcy Court approves such Asbestos Insurance Settlement after notice to all parties directly affected by such Asbestos Insurance Settlement and a hearing thereon. To the extent necessary, the Asbestos Trust shall be allowed to seek to reopen the Chapter 11 Case to obtain the Bankruptcy Court’s approval of any such settlement for good cause shown in accordance with section 350(b) of the Bankruptcy Code.” Dkt. 766, Plan § 8.17.

released policies to the Asbestos Trust. To the extent the Committee's interpretation is correct, the Plan cannot be confirmed.

69. The Plan provides that the Asbestos Trust Assets and the Asbestos Insurance Rights will be transferred to the Asbestos Trust. Dkt. 766, Plan §§ 8.3(a) & 8.3(b). The Plan further provides that the "Asbestos Trust shall have the exclusive right to pursue, monetize, settle, or otherwise obtain the benefits of the Asbestos Insurance Rights . . ." *Id.* § 8.13(a). The Trust Agreement and TDPs provide for similar rights to the Trust. Dkt. 853, Ex. A (Trust Agreement) § 2.1(c)(xviii), Dkt. 853, Ex. B (TDPs), § 5.2(a)(iv). The Asbestos Insurance Rights to be transferred include:

any and all of Hopeman's rights, title, privileges, interests, claims, demands, or entitlements in or to any insurance coverage, defense, indemnity, proceeds, payments, escrowed funds, initial or supplemental dividends, scheme payments, supplemental scheme payments, state guaranty fund payments, causes of action, and choses in action under, for, or related to . . . Asbestos Insurance Policies.

Dkt. 766, Plan § 1.13.

70. Asbestos Insurance Policies means "the insurance policies identified on Exhibit H of the Plan," as well as "any other insurance policy of Hopeman, whether known or unknown, that provides or potentially provides coverage for any Channeled Asbestos Claim. Dkt. 766, Plan § 1.12. Exhibit H to the Plan lists the thirteen Travelers Policies. Dkt. 853, Plan Supplement, Ex. H. The Exhibit, however, properly does not list the other two Travelers policies, given that they were released by agreement, which Hopeman acknowledges: "the 2005 Agreement is a full release of some of the Travelers Casualty Policies. . ." Taylor Dec., Travelers Ex. W, at Interrog. No. 17; *see also* Taylor Dec., Ex AF, Lascell Dep. Tr. 180:11-22 (confirming the two Travelers policies omitted from Exhibit H are released, and Debtor has no rights under them). And, the Debtor testified it does not intend to transfer rights that do not exist. *Id.* at 181:16-18.

71. Nevertheless, the Committee appears to assert that rights in a much larger list of policies will be transferred to the Asbestos Trust than those listed on Exhibit H to the Plan. *See* Taylor Dec., Travelers Ex. X, at Interrog. No. 13 & Exhibit A thereto. The Committee’s list of policies includes the two Travelers policies that were exhausted and released before the bankruptcy proceeding: (i) Travelers Indemnity Policy No. CUP 2669174 and (ii) Aetna Policy No. 01 XN 541 WCA. *Id.* at Exhibit A.

72. As noted above, the estate is comprised of “all legal or equitable interests of the debtor in property” “wherever located,” 11 U.S.C. § 541(a)(1). The Debtor’s rights are defined under state law and are not expanded by the filing of a bankruptcy. *See Mission Prod. Holdings v. Tempnology, LLC*, 587 U.S. 370, 381 (2019). The Debtor “cannot possess anything more than the debtor itself did outside bankruptcy.” *Id.* Hopeman has no rights with respect to the two released Travelers policies. Therefore, Hopeman cannot transfer any rights to the Asbestos Trust with respect to those policies.

73. The Plan must be modified to clarify that “Asbestos Insurance Rights” do not include any rights, title, privileges, interests, claims, demands, or entitlements that Hopeman does not have as of the Effective Date, whether due to release, waiver, agreement, applicable law, or otherwise.

H. The Plan Cannot Be Confirmed Because the Plan Documents are Impermissibly Vague and Uncertain Regarding the Determination of Uninsured Asbestos Claims and Increase Burdens on Insurers.

74. The Plan provides for Channeled Asbestos Claimants to file suit in the tort system under vague and ambiguous terms. Where the Plan is ambiguous, it cannot be confirmed. *In re Pittsburgh Corning Corp*, 453 B.R. 570, 604-05 (Bankr. W.D. Pa. 2011) (ambiguous language relating to treatment of insurance provided basis for denial of plan confirmation).

75. Pursuant to the Plan, on the Effective Date, “all Channeled Asbestos Claims shall be transferred and channeled to, and assumed by, the Asbestos Trust pursuant to the Asbestos Permanent Channeling Injunction, and shall be resolved, liquidated, and (if eligible for payment) paid in accordance with the Asbestos Trust Agreement, the Asbestos Trust Distribution Procedures, and any other Asbestos Trust Document.” Dkt. 766, Plan §§ 8.3(h) & 10.3 (emphasis omitted).

76. The TDPs provide that “Pursuant to Plan Section 8.12(a), Channeled Asbestos Claimants holding unliquidated Insured Asbestos Claims” can initiate an action against Reorganized Hopeman. Dkt. 853, TDPs § 5.2(a)(i). However, claimants holding “Uninsured Asbestos Claims” must submit their claims directly to the Asbestos Trust. *Id.* § 5.3(a). Insured Asbestos Claims are any Channeled Asbestos Claims that are not “Uninsured Asbestos Claims.” Dkt. 766, Plan § 1.74. “Uninsured Asbestos Claims” means:

a Channeled Asbestos Claim (a) with a date of first exposure to asbestos or asbestos-containing products or things falling after January 1, 1985, or (b) for which no coverage under any Asbestos Insurance Policy is available due to settlement (including an Asbestos Insurance Settlement), exhaustion, or a final and non-appealable ruling on a coverage issue or defense.

Id. § 1.108.

77. These definitions are impermissibly vague. None of the Plan Documents explains what is meant by “no coverage under any Asbestos Insurance Policy is available due to settlement,” including whether a “settlement” includes Asbestos CIP Agreements or other coverage-in-place agreements and who must be a party to the “settlement.” Section 8.16 adds additional confusion, because it provides that “A Channeled Asbestos Claim shall become an Uninsured Asbestos Claim when (i) the Asbestos Trust has settled, in accordance with an Asbestos Insurance Settlement, all rights to the Asbestos Insurance Coverage applicable to the Channeled Asbestos Claim...” Dkt. 766, Plan § 8.16. It is unclear how Section 8.16 (referencing a settlement by the Asbestos Trust

pursuant to an Asbestos Insurance Settlement) interacts with the definition of Uninsured Asbestos Claim, which requires merely a “settlement,” including *but not limited to* an Asbestos Insurance Settlement.

78. Moreover, none of the Plan Document explains who determines whether a claim is an Insured Asbestos Claim or Uninsured Asbestos Claim, and on what basis.³⁰ Insured Asbestos Claims do not appear to have to submit claim materials to the Trust; only “Uninsured Asbestos Claims” are required to do so. Dkt. 853, Ex. B (TDPs) §§ 5.2 & 5.3. However, this presumes a classification for the claim before it is determined.

79. Further, although the claim materials required for the submission of an Uninsured Asbestos Claim are not yet created, the TDPs state that, at a minimum, each claimant “must submit” documents evidencing “a first exposure date that falls outside the Asbestos Insurer coverage periods.” Dkt. 853, Ex. B (TDPs) § 5.3(a). The TDPs do not appear to allow a claimant to submit information that meets the second (b) prong of the definition, much less provide any information from which a party could determine whether a claim meets the second (b) prong of the “Uninsured Asbestos Claim” definition. *Id.*

80. Without clear provisions regarding how claims will be determined to be Uninsured Asbestos Claims and Insured Asbestos Claims, the Plan is ambiguous and should not be confirmed. *See In re Claar Cellars LLC*, 623 B.R. 578, 593 (Bankr. E.D. Wash. 2021) (finding that a plan failed to satisfy Section 1123(a)(3) by “ignor[ing] details” and “promis[ing] an outcome but [leaving] in the dark” how that outcome will be achieved); *see also Pittsburgh Corning*, 453 B.R. at 604-05.

³⁰ The Plan Proponents assert that “it will be the responsibility of each Channeled Asbestos Claimant ... to determine whether the Channeled Asbestos Claim satisfies the definition of ‘Insured Asbestos Claim,’” but do not explain. *See Taylor Dec., Travelers Ex. W at Hopeman Interrog. Response No. 2; see also Travelers Ex. X at Committee Interrog. Response No. 2.*

81. Further, the Disclosure Statement does not clearly inform claimants that Channeled Asbestos Claims apparently will be treated as “Insured Asbestos Claims” where there is no coverage under Asbestos Insurance Policies for reasons *other* than the narrow reasons listed in the definition of “Uninsured Asbestos Claim.” For example, to the extent that there is “no coverage under any Asbestos Insurance Policy” due to an applicable coverage defense, such as lack of underlying exhaustion, a claimant is nonetheless required to file suit in the tort system, rather than with the Asbestos Trust. Allowing claims to proceed in the tort system where no coverage exists imposes unnecessary costs and burdens on claimants and insurers alike.

82. Additionally, even if the claimant proceeds in the tort system and is informed by insurers that no coverage exists for a reason other than “settlement” or “exhaustion,” the Plan effectively forces the claimant to continue pursuing that claim as if it were insured. Although a claim is an “Uninsured Asbestos Claim” if there is no coverage due to “settlement” or “exhaustion,” with nothing more required by the claimant, where no coverage exists due to other applicable reasons or coverage defenses, the claim remains an Insured Asbestos Claim until there is a “final and non-appealable ruling on a coverage issue or defense.” Dkt. 766, Plan § 1.108. Thus, even if presented with clear evidence of the lack of insurance coverage, the Plan requires a claimant to continue pursuing its claim against an insurer until it obtains a “final and non-appealable ruling.” Failure to do so could result in the Asbestos Trust denying the claimant’s claim. Similarly, settlements whereby claims against an insurer are dismissed without payment based on agreement of a valid coverage defense apparently will not be possible (unless the “settlement” provision is clarified) because the claimant would not obtain the “final and non-appealable” ruling needed to pursue their claim against the Asbestos Trust. This will result in claimants expending resources to pursue claims against insurers who will be required to defend at their own cost even though the

claimant agrees that the insurer has a valid defense. There is no basis for requiring this and imposing such burdens and costs on insurers and claimants. Moreover, the Disclosure Statement fails to disclose these risks and thus fails to provide adequate information. *See, e.g., In re Radco Props., Inc.*, 402 B.R. 666, 683 (Bankr. E.D.N.C. 2009) (disclosure statement must inform average creditor “what it is going to get” and “what contingencies there are to getting” it) (internal citations omitted).

I. The Plan Improperly Provides Third-Party Releases.

83. The Wellington Agreement was entered into not only by Hopeman and Travelers Casualty, but by many other insurers and parties. *See, e.g.*, Dkt. 767, Disclosure Statement at 9; Taylor Dec., Ex AF, Lascell Dep. Tr. 172:3-18. With multiple parties to the Wellington Agreement, Travelers Casualty may have claims against parties other than Hopeman. However, the Plan could be read to eliminate those claims by Travelers, a third-party, against parties other than Hopeman, *i.e.*, other third-parties.

84. Travelers understands that the Wellington Agreement will be transferred to and vest in the Reorganized Debtor. The Plan provides that “the property of the Estate of Hopeman (except for the Asbestos Trust Contribution and any other property of Hopeman distributed pursuant to the Plan) shall vest in Reorganized Hopeman on the Effective Date free and clear of any and all Liens, Claims, Encumbrances and other interests of any Entity.” Dkt. 766, Plan § 9.2. The Plan further provides that the Confirmation Order will provide that all of Hopeman’s assets are transferred free and clear of all Claims. *Id.* § 11.1(f)(vii) (Confirmation Order to “provide that all transfers of assets of Hopeman contemplated under the Plan shall be free and clear of all Claims and Encumbrances against or on such Assets”); *id.* § 11.1(f)(viii) (Confirmation Order to provide “except as otherwise provided in the Plan or Confirmation Order, provide that the assets revesting in Reorganized

Hopeman shall be free and clear of all Claims and Encumbrances”).³¹ However, these provisions are not limited to claims against the property being transferred (including the Wellington Agreement) or claims against Hopeman. “Claim” is broadly defined under the Plan and is not limited to Claims against Hopeman. *See* Dkt. 766, Plan § 1.39 (defining “Claim” to mean “a claim, as defined in section 101(5) of the Bankruptcy Code”).

85. As noted above, the Wellington Agreement is an agreement between many parties, including Hopeman. While a release of claims against Hopeman may be appropriate, there is no basis for a release of all Claims in connection with or under the Wellington Agreement between two (or more) non-Debtor parties to the Wellington Agreement. Claims that Travelers, a third-party, might have against other signatories to the Wellington Agreement, other third-parties, cannot be released. The Bankruptcy Code does not generally authorize the Court “to extinguish without their consent claims held by nondebtors . . . against other nondebtors. . . .” *Harrington v. Purdue Pharma L. P.*, 603 U.S. 204, 220 (2024).

86. The one exception where the Bankruptcy Code does permit injunctions barring actions against non-debtors is asbestos cases, if all requirements are met. *Id.* at 223 (explaining that the code does permit “courts to enjoin claims against third parties without their consent, but does so in only one context.”). However, section 524(g) is not applicable to the at-issue provision because it only permits an injunction with “respect to any claim or demand that, under a plan of reorganization, is to be paid in whole or in part by a trust described in paragraph (2)(B)(i).” 11 U.S.C. § 524(g)(1)(B). Claims that Travelers may have under the Wellington Agreement are not

³¹ To the extent that the Wellington Agreement is an Asbestos CIP Agreement, then Travelers objects to similar provisions regarding the transfer of rights under the Asbestos CIP Agreements for the same reasons. *See* Dkt. 766, Plan §§ 8.3(a), 8.3(b), 11.1(f) and Dkt. 853, Plan Supplement, Ex. A (Trust Agreement) § 1.3.

being paid by the trust. The Plan should be modified to provide that notwithstanding the vesting (or transfer) of assets in the Reorganized Debtor (or Asbestos Trust) the transfer shall be free and clear of claims only against Hopeman and shall not release or discharge any claims a non-Debtor third-party, including Travelers, may have against another non-Debtor third-party with respect to any transferred property, including agreements.

J. The Plan Does Not Satisfy Section 524(g)(2)(B)(i)(II)

87. Hopeman does not satisfy the requirements for a 524(g) injunction. Section 524(g) authorizes the court to enter an injunction only if certain requirements are satisfied. One requirement is that the Asbestos Trust “is to be funded in whole or in part by the securities of 1 or more debtors involved in such plan ***and by the obligation of such debtor or debtors to make future payments, including dividends.***” 11 U.S.C. § 524(g)(2)(B)(i)(II) (emphasis added). Here, nothing in the Plan or Plan Documents requires or obligates Reorganized Hopeman to make future payments to the Asbestos Trust.

88. “Aside from its remaining cash and business records, Hopeman’s only other assets are its interests in the remaining limits of its insurance policies.” Dkt. 767, Disclosure Statement at 6. However, Hopeman proposes to provide Reorganized Hopeman with a Net Reserve Fund, \$350,000 of which will be used for the Restructuring Transactions.³² See Dkt. 853 (Plan Supplement), Ex. F (Restructuring Transaction) & Dkt. 766, Plan § 8.5. The Asbestos Trust will provide an additional \$150,000 contribution. See Dkt. 853, Ex. A (Revised Asbestos Trust Agreement) § 3.2(k). “Following confirmation of the Plan,” Reorganized Hopeman will (i) purchase an approximately 1.7% membership interest in a 330-unit multifamily community for

³² It is unclear what the source of funding for this investment is because, as of May 30, 2025, the Debtor had only \$694,345 in cash with total assets valued at \$1,125,575. Monthly Operating Report [Dkt. 910] at 2. Debtor has over \$8.8 million in post-petition payables. *Id.*

\$350,000 (“Property”) and (ii) invest \$150,000 in “high quality fixed income securities, anticipated to earn a market rate of interest of approximately 4.0%.” *See* Dkt. 853, Ex. F (Restructuring Transaction).

89. These passive investments are projected to provide minimal returns. *See, e.g.*, Dkt. 853, Ex. I (Revised Reorganized Hopeman Projections) (reflecting net cash flow of \$12,799 for 2026, \$5,774 for 2027, \$102,551 for 2028, \$11,782 for 2029, and \$16,400 for 2030), & Ex. F (Restructuring Transaction). Further, Hopeman will use the “dividends and distributions from the Property” to satisfy “all franchise taxes and other expenditures necessary to maintain Reorganized Hopeman’s corporate existence in good standing under applicable law and to fulfill the Asbestos Insurance Cooperation Obligations and conduct other [undefined] business.” *See* Dkt. 853, Ex. F (Restructuring Transaction). Reorganized Hopeman “may sell its membership interest(s) in the Property” at any time. *See* Dkt. 853, Ex. F (Restructuring Transaction).

90. Critically, Reorganized Hopeman has no obligation to distribute remaining amounts (if any) to the Asbestos Trust; any possible distributions are entirely discretionary. *See, e.g.*, Dkt. 853, Ex. F (Restructuring Transaction) (“The balance of any dividends or distributions that remain after the Net Reserve Fund is funded *may* be transferred by Reorganized Hopeman to the Asbestos Trust,” but there is no obligation to do so) (emphasis added); *see* Dkt. 853, Ex. C (Amended By-Laws of Reorganized Hopeman) at § 6.1 & 6.2 (“The Board of Directors, *in its sole discretion, may* declare dividends on the shares of the Corporation” but only after setting aside amounts it deems proper as a reserve) (emphasis added).

91. Indeed, the Plan *reverses* the funding structure required by section 524(g), placing no obligation on Reorganized Hopeman to make future payments to the Asbestos Trust, while mandating that the Asbestos Trust *fund the Reorganized Debtor*. The Trust Agreement provides

that the Asbestos Trust “shall make additional contributions to the Reorganized Debtor in the future as necessary to ensure the Reorganized Debtor maintains sufficient working capital.” Dkt. 853, Ex. A (Revised Asbestos Trust Agreement) § 3.2(k). Because the Plan does not obligate Reorganized Hopeman to make the future payments required by section 524(g), it cannot be confirmed.

K. The Discharge and Discharge Injunction in Section 10.2 Are Overly Broad.

92. The discharge and discharge injunction provisions in the Plan are overly broad. Section 10.1³³ of the Plan provides a broad discharge of not only Hopeman, but also Reorganized Hopeman, with respect to “all Claims and Demands of any nature whatsoever, including, without limitation, all Claims, including, to the fullest extent permitted by law, Channeled Asbestos Claims, and liabilities that arose before the Confirmation Date.” Reorganized Hopeman is not entitled to a discharge; it is not a debtor in this proceeding and does not even exist at this time.

93. Further, although the discharge in Section 10.1 is limited to discharging Claims, Demands, and liabilities “*that arose before the Confirmation Date,*” which would include all

³³ “10.1. **Discharge of Hopeman and Reorganized Hopeman.** Except as specifically provided in the Plan, any of the other Plan Documents, or the Confirmation Order, pursuant to sections 524 and 1141(d)(1)(A) of the Bankruptcy Code, confirmation of the Plan shall discharge Hopeman and Reorganized Hopeman on the Effective Date from any and all Claims and Demands of any nature whatsoever, including, without limitation, all Claims, including, to the fullest extent permitted by law, Channeled Asbestos Claims, and liabilities that arose before the Confirmation Date and all debts of the kind specified in sections 502(g), 502(h) and 502(i) of the Bankruptcy Code whether or not: (a) a Proof of Claim based on such Claim was filed under section 501 of the Bankruptcy Code, or such Claim was listed on any of Hopeman’s Schedules; (b) such Claim is or was allowed under section 502 of the Bankruptcy Code; or (c) the holder of such Claim has voted on or accepted the Plan. Except as otherwise specifically provided for in the Plan, as of the Effective Date, the rights provided in the Plan to holders of Claims, Demands and Equity Interests shall be in exchange for and in complete satisfaction, settlement and discharge of all Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against, Liens on, and Equity Interests in Hopeman, Reorganized Hopeman, and all of their respective assets and properties.” Dkt. 766, Plan § 10.1.

Asbestos Claims,³⁴ the discharge injunction in Section 10.2³⁵ is broader and is not limited to Claims that “arose before the Confirmation Date.” The discharge injunction should mirror the discharge and enjoin claims that are discharged. However, the discharge injunction enjoins claims that entities may hold at some point in the future. The discharge injunction provides that “all Entities who have held, hold, or may hold Claims . . . against Hopeman are permanently enjoined, on and after the Effective Date,” from asserting Claims against Hopeman or Reorganized Hopeman. Dkt. 766, Plan § 10.2 Nothing in the discharge injunction limits the injunction to the claims discharged: those that arose before the Confirmation Date. To the extent that a new claim arises after the Confirmation Date, and thus is not discharged, Travelers should not be enjoined from pursuing that claim against Reorganized Hopeman. The discharge injunction should be limited to enjoining only claims that were discharged – those that arose prior to the Confirmation Date.

³⁴ Travelers does not dispute that any asbestos claim based, in whole or in part, on exposure to asbestos prior to the Confirmation Date, arose prior to the Confirmation Date.

³⁵ “**10.2. Hopeman Discharge Injunction.** Except as specifically provided in the Plan (including Section 8.12, Section 8.13, Section 8.15, and Section 8.16 hereof), any of the other Plan Documents, or the Confirmation Order, all Entities who have held, hold, or may hold Claims (including, to the fullest extent permitted by law, Asbestos Claims and Demands) against Hopeman are permanently enjoined, on and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand, other than to enforce any right to a Distribution pursuant to the Plan or any other right provided under this Plan; (b) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (c) creating, perfecting, or enforcing any Encumbrance of any kind against Hopeman, Reorganized Hopeman, or their respective property with respect to such Claim or Demand; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due to Hopeman or against the property or interests in property of Hopeman, with respect to such Claim or Demand; and/or (e) commencing or continuing any action, in any manner, against Hopeman, Reorganized Hopeman, or their respective property that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The foregoing injunction shall extend to the successors of Hopeman (including, without limitation, Reorganized Hopeman) and their respective properties and interests in property. The discharge provided in this provision shall void any judgment obtained against Hopeman at any time, to the extent that such judgment relates to a discharged Claim or Demand.” Dkt. 766, Plan § 10.2.

94. Additionally, the Plan’s “Reservations” with respect to the Asbestos Permanent Channeling Injunction are ambiguous in its use of the undefined term “Claimant Action.” Dkt. 766, Plan § 10.3(b)(vi). The Plan provides that the Asbestos Permanent Channeling Injunction shall not stay, restrain, bar or enjoin “any action, suit or Claimant Action permitted or authorized under Section 8.13 hereof against any Non-Settling Asbestos Insurer.” *Id.* Without a definition of Claimant Action, Travelers cannot determine if its rights are being impaired or altered.

L. The Asbestos Trust Should Not Have Unfettered Access to Hopeman’s Books and Records.

95. The Plan should limit the access the Asbestos Trust has to the books and records of Hopeman and preclude access by the TAC and FCR. The Plan provides that all of Hopeman’s books and records will be transferred to Reorganized Hopeman. Dkt. 766, Plan § 8.3(1). However, it also appears to provide the Trust with unfettered “access to the books and records.” *Id.* (also purporting to provide that the Asbestos Trust’s access to such books and records shall not result in the destruction or waiver of any applicable privileges). Allowing the Asbestos Trust, which is controlled by the TAC and FCR, unfettered access to the books and records could harm the defense of Channeled Asbestos Claims if plaintiffs’ counsel gains access to defense strategies and other privileged documents. The Asbestos Trust’s access should be limited “only to the extent it is defending or processing an Uninsured Asbestos Claim.” The Asbestos Trust should not be allowed access to the books and records with respect to any Insured Asbestos Claim since the Asbestos Trust does not resolve or pay such claims under the Plan (Dkt 766, Plan § 8.16), and the Asbestos Trust should be precluded from sharing the books and records with the TAC and FCR. Any disputes over whether the Asbestos Trust should have access to the books and records should be resolved by this Bankruptcy Court.

M. The Plan is Unconfirmable Because it Lacks Safeguards to Prevent Fraud and Abuse.

96. The proposed TDPs do not adequately ensure that only legitimate claims are paid. A central finding in the seminal *Garlock* case was that many asbestos claimants have not provided complete and honest disclosure of their historical claims. Indeed, the *Garlock* court discussed numerous examples of tort plaintiffs affirmatively representing in one forum that they had not been exposed to asbestos by certain manufacturers, but later asserting claims against asbestos trusts created in those manufacturers' bankruptcy cases. *In re Garlock Sealing Techs., LLC*, 504 B.R. 71, 84-86 (Bankr. W.D.N.C 2014).

97. To address those concerns, the *Garlock* claims resolution procedures required claimants submitting claims for review to submit information about other claims they had previously made against other trusts or solvent defendants, the date of such claim, the amounts received or to be received, as well as all documents submitted to or served on the individual containing information regarding the individual's asbestos exposure. *See In re Garlock Sealing Techs., LLC*, No. 17-CV-00275 (W.D.N.C. June 9, 2017), ECF No. 13-1, Claims Resolution Procedures, Section 6.8(a)-(b).

98. *Garlock* also required the development of audit procedures and required the implementation of audits. *See In re Garlock Sealing Techs., LLC*, No. 17-CV-00275 (W.D.N.C. June 9, 2017), ECF No. 13-1, Claims Resolution Procedures, Section 11.1 ("The Trustee . . . shall develop methods for auditing the claims process, including, but not limited to, the evaluation, ordering, processing, and payment of Claims.") (emphasis added). Under the *Garlock* procedures, in the event that such audits uncovered evidence of inconsistent medical and exposure evidence by a claimant, "the Trustee shall decline to accept additional evidence from such provider." *Id.*, Section 11.2 (emphasis added). Additionally, in the event fraud was uncovered in the audit, "the

Trustee *shall* penalize any Claimant or Claimant’s attorney by rejecting the Claim or by other means including” seeking criminal prosecution. *Id.*, Section 11.3 (emphasis added).

99. By contrast, the TDPs here contain no analogous obligation to inform the Asbestos Trust about other exposure evidence with respect to Uninsured Asbestos Claims, *i.e.*, the claims that will be made directly against the Asbestos Trust. Claimants with Uninsured Asbestos Claims must submit evidence of exposure to the Debtor’s products or operations, but are under no obligation to reveal their historical asbestos-related claims against trusts or other entities. Dkt 853, TDPs § 5.3. There is no reason not to include these protections, which are now standard in 524(g) plans.

100. Further, the establishment of audit procedures, audits, and penalties is entirely optional under the TDPs. “The Asbestos Trust, with the consent of the TAC and the FCR, *may* develop methods for auditing the reliability of medical evidence . . . as well as the reliability of evidence of exposure to asbestos, including exposure to asbestos, asbestos-containing products, or conduct for which the Asbestos Trust has legal responsibility.” Dkt 853, TDPs § 5.8 (emphasis added). Thus, there is no obligation to establish audit procedures and audit claims. Moreover, even if the Asbestos Trust determines there is a problem, “it *may* decline to accept additional evidence from such provider in the future” and it “*may* penalize any claimant or claimant’s attorney by rejecting the Asbestos Claim or by other means” *Id.* (emphasis added). Thus, even if problems with claims are established, the Asbestos Trust can simply ignore the problems and pay potentially fraudulent claims. The Court should require adequate anti-fraud protections, including the disclosure of other exposure evidence and sufficient audit procedures, with any fraud resulting in penalties. A voluntary, optional program is not sufficient.

101. Additionally, the Asbestos Trust appears committed to secrecy with respect to claims. The TDPs appear to authorize the Asbestos Trust to ignore valid subpoenas unless issued by certain courts:

The Asbestos Trust will preserve the confidentiality of such claimant submissions, and shall disclose the contents thereof only, with the permission of the holder, to another trust established for the benefit of asbestos personal injury claimants pursuant to section 524(g) of the Bankruptcy Code or other applicable law, to such other persons as authorized by the holder, or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware State Court, or the United States District Court for the District of Delaware.

Dkt. 853, TDPs § 6.5. There is no authority for this Court to preemptively determine the validity of a subpoena issued by other courts or to limit the subpoena authority of other courts. The Court should strike “issued by the Bankruptcy Court, a Delaware State Court, or the United States District Court for the District of Delaware.”

N. The Plan Treats Insured Asbestos Claims Differently From Uninsured Asbestos Claims.

102. The Plan improperly treats Insured Asbestos Claims differently from Uninsured Asbestos Claims. Class 4 of the Plan is comprised of all Channeled Asbestos Claims, which includes the Asbestos Claims and Demands. Dkt. 766, Plan §§ 4.4 & 1.37. Asbestos Claims includes both Insured Asbestos Claims and Uninsured Asbestos Claims. Dkt. 766, Plan §§ 1.8, 1.74, & 1.108.

103. “Equality of distribution among creditors is a central policy of the Bankruptcy Code.” *Begier v. I.R.S.*, 496 U.S. 53, 58 (1990); *see also In re W.R. Grace & Co.*, 729 F.3d 311, 327 (3d Cir. 2013); *In re Combustion Eng’g, Inc.*, 391 F.3d 190, 239 (3d Cir. 2004), *as amended* (Feb. 23, 2005). A number of different code provisions further this policy, including Section 1123(a)(4) which requires that a plan “provide the same treatment for each claim or interest of a particular class,” 11 U.S.C. § 1123(a)(4). Section 524(g) requires that “present claims and future

demands that involve similar claims [be paid] in substantially the same manner,” 11 U.S.C. § 524(g)(2)(B)(ii)(V). “Together, the two provisions ensure that claims in a class that will be channeled to a § 524(g) trust receive the same treatment, regardless of when they are brought. *In re W.R. Grace & Co.*, 729 F.3d 311.

104. The TDPs provide that Uninsured Asbestos Claims are limited to only compensatory damages and cannot recover punitive or exemplary damages. Dkt. 853, Ex. B (TDPs) § 7.2 (“Punitive or exemplary damages, i.e., damages other than compensatory damages, shall not be considered or paid by the Asbestos Trust on any Uninsured Asbestos Claim, notwithstanding their availability, or award, in the tort system.”). However, there is no similar limitation on Insured Asbestos Claims. Thus, the Plan does not provide equal treatment because Insured Asbestos Claims are permitted to pursue punitive and exemplary damages while Uninsured Asbestos Claims are limited to only compensatory damages.

V. JOINDER AND RESERVATION

105. In addition to the objections set forth above, Travelers reserves the right to adopt as its own any objections to the Plan or Disclosure Statement asserted by any person or entity.

106. Travelers further joins the objections of other parties in interest, to the extent that such objections are or may be relevant to Travelers.

WHEREFORE, Travelers respectfully requests that the Court deny confirmation of the Plan, deny final approval of the Disclosure Statement, and grant such other and further relief as the Court deems just and proper.

Dated: July 7, 2025

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*Counsel for The Travelers Indemnity Company,
Travelers Casualty and Surety Company, formerly known
as The Aetna Casualty and Surety Company, and St. Paul
Fire and Marine Insurance Company*

CERTIFICATE OF SERVICE

I hereby certify that on this date I submitted the foregoing through the Court's CM/ECF system, causing a true and correct copy thereof to be electronically delivered and served via that system on all parties receiving electronic notices in these Chapter 11 cases.

Dated: July 7, 2025

STEPTOE LLP

/s/ Joshua Taylor

Joshua R. Taylor (VSB No. 45919)
1330 Connecticut Avenue, N.W.
Washington, D.C. 20036
Telephone: (202) 429-3000
jrtaylor@steptoe.com

*Counsel for The Travelers Indemnity Company,
Travelers Casualty and Surety Company, formerly
known as The Aetna Casualty and Surety Company,
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ccockerham@steptoe.com
jklocke@steptoe.com

*Counsel for The Travelers Indemnity Company,
Travelers Casualty and Surety Company, formerly
known as The Aetna Casualty and Surety Company,
and St. Paul Fire and Marine Insurance Company*

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**DECLARATION OF CRAIG JOHNSON IN SUPPORT OF OBJECTIONS OF THE
TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY AND SURETY
COMPANY, AND ST. PAUL FIRE AND MARINE INSURANCE COMPANY TO
(I) AMENDED PLAN OF REORGANIZATION OF HOPEMAN BROTHERS, INC.
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE [Dkt. 766]
AND (II) THE DISCLOSURE STATEMENT WITH RESPECT TO THE AMENDED
PLAN OF REORGANIZATION OF HOPEMAN BROTHERS, INC.
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE [Dkt. 767]**

I, Craig Johnson, declare under 28 U.S.C. § 1746 that the following statements are true and correct to the best of my knowledge and belief after due inquiry described here.

1. I am an Assistant Vice President, Strategic Resolution Group at The Travelers Indemnity Company. In that role, I am duly authorized to make this declaration on behalf of The Travelers Indemnity Company (“Travelers Indemnity”; Travelers Casualty and Surety Company,

formerly known as The Aetna Casualty and Surety Company (“Travelers Casualty”); and St. Paul Fire and Marine Insurance Company (“St. Paul”) (together, “Travelers”).

2. I submit this declaration (the “Declaration”) in support of Travelers’ Objections to (I) Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code [Dkt. 766] and (II) the Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code [Dkt. 767]. Unless otherwise stated in this Declaration, I base this affidavit on my personal knowledge of the facts contained herein and on my review of the company’s business records, and if called as a witness, I would testify consistently with the statements in this Declaration.

3. Travelers Exhibit A to this Declaration is a true and correct copy of the Agreement Among Hopeman Brothers, Inc., The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, dated July 22, 2005, and stamped TRAV0000050-TRAV0000086.

4. Travelers Exhibit B to this Declaration is a true and correct copy of the Agreement Concerning Asbestos-Related Claims, dated June 19, 1985 (commonly referred to as the “Wellington Agreement”), and stamped TRAV00000001-TRAV0000049. Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company, is a signatory to the Wellington Agreement.

5. Travelers Exhibit C to this Declaration is a true and correct copy of the best and most complete policy documentation from the company’s business records for Policy No. 0590XA6116, issued by St. Paul.

6. Travelers Exhibit D to this Declaration is a true and correct copy of the best and most complete policy documentation from the company's business records for Policy No. 01 XN 542 WCA, issued by Travelers Casualty.

7. Travelers Exhibit E to this Declaration is complete copy of the policy documentation from the company's business records for Liberty Mutual Insurance Company ("Liberty Mutual") policy no. LE1-121-010461-314R, which policy is identified as the "Controlling Insurance" in the "Schedule of Underlying Insurance" in Travelers Exhibit D.

8. Travelers Exhibit F to this Declaration is a true and correct copy of the best and most complete policy documentation from the company's business records for Policy No. 01 XN 1320 WCA, issued by Travelers Casualty.

9. Travelers Exhibit G to this Declaration is a complete copy of the policy documentation from the company's business records for Liberty Mutual policy no. LE1-121-010461-317, which policy is identified as the "Controlling Insurance" in the "Schedule of Underlying Insurance" in Travelers Exhibit F.

10. Travelers Exhibit H to this Declaration is a true and correct copy from the company's business records of Policy No. 01 XN 1621 WCA, issued by Travelers Casualty.

11. Travelers Exhibit I to this Declaration is a true and correct copy of the best and most complete policy documentation from the company's business records for Policy No. 01 XN 1622 WCA, issued by Travelers Casualty.

12. Travelers Exhibit J to this Declaration is a complete copy of the policy documentation from the company's business records for Liberty Mutual policy no. LE1-121-010461-318, which policy is identified as the "Controlling Insurance" in the "Schedule of Underlying Insurance" in Travelers Exhibits H and I.

13. Travelers Exhibit K to this Declaration is a true and correct copy of the best and most complete policy documentation from the company's business records for Policy No. 01 XN 2077 WCA, issued by Travelers Casualty.

14. Travelers Exhibit L to this Declaration is a true and correct copy of the best and most complete policy documentation from the company's business records for Policy No. 01 XN 2096 WCA, issued by Travelers Casualty.

15. Travelers Exhibit M to this Declaration is a complete copy of the policy documentation from the company's business records for Liberty Mutual policy no. LE1-121-010461-319, which policy is identified as the "Controlling Insurance" in the "Schedule of Underlying Insurance" in Travelers Exhibits K and L.

16. Travelers Exhibit N to this Declaration is a true and correct copy of the best and most complete policy documentation from the company's business records for Policy No. 01 XN 2459 WCA, issued by Travelers Casualty.

17. Travelers Exhibit O to this Declaration is a true and correct copy from the company's business records of Policy No. 01 XN 2460 WCA, issued by Travelers Casualty.

18. Travelers Exhibit P to this Declaration is a complete copy of the policy documentation from the company's business records for Liberty Mutual policy no. LE1-121-010461-310, which policy is identified as the "Controlling Insurance" in the "Schedule of Underlying Insurance" in Travelers Exhibits N and O.

19. Travelers Exhibit Q to this Declaration is a true and correct copy from the company's business records of Policy No. 01 XN 2866 WCA, issued by Travelers Casualty.

20. Travelers Exhibit R to this Declaration is a true and correct copy from the company's business records of Policy No. 01 XN 2867 WCA, issued by Travelers Casualty.

21. Travelers Exhibit S to this Declaration is a complete copy of the policy documentation from the company's business records for Liberty Mutual policy no. LE1-121-010461-311, which policy is identified as the "Controlling Insurance" in the "Schedule of Underlying Insurance" in Travelers Exhibits Q and R.

22. Travelers Exhibit T to this Declaration is a true and correct copy of the best and most complete policy documentation from the company's business records for Policy No. 01 XN 3236 WCA, issued by Travelers Casualty.

23. Travelers Exhibit U to this Declaration is a true and correct copy of the best and most complete policy documentation from the company's business records for Policy No. 01 XN 3237 WCA, issued by Travelers Casualty.

24. Travelers Exhibit V to this Declaration is a complete copy of the policy documentation from the company's business records for Liberty Mutual policy no. LE1-121-010461-312, which policy is identified as the "Controlling Insurance" in the "Schedule of Underlying Insurance" in Travelers Exhibits T and U.

I declare under penalty of perjury that the foregoing is true and correct.

Executed: June 24, 2025 in Hartford, CT



Craig Johnson

Travelers Exhibit A

[Filed under Seal]

Travelers Exhibit B

[Filed under Seal]

Travelers Exhibit C

INCOMPLETE POLICY

This notification is affixed to a policy that is missing forms and/or endorsements, including the one(s) listed below, which may have been included in the originally-issued policy. After a diligent search of company records available as of this date, we could not locate these forms and/or endorsements.

Forms listing is missing.

No additional insurance is afforded by this copy.

St. Paul Fire and Marine Insurance Company

Name of Insuring Company(ies)

0590XA6116

03/14/1974 - 03/14/1977

06/18/2025

Policy Number(s)

Policy Period(s)

Date



Peter J. Michalik, Director, Operations
BI Document Management

EXCESS THIRD PARTY(S) ABILITY CLAIM DECLARATIONS

NEW
Former Policy No.

THE ST. PAUL
COMPANIES



Serving you around the world... around the clock

ITEM 1. INSURED'S NAME AND MAILING ADDRESS

HOPEMAN BROTHERS, INC. et al
(& AS PER ENDORSEMENT #1)
156 EAST 46th STREET
NEW YORK, NEW YORK 10017

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW:

St. Paul Fire and Marine Insurance Company
St. Paul, Minnesota

The St. Paul Insurance Company
Houston, Texas

The St. Paul Insurance Company of Illinois
Chicago, Illinois

A CAPITAL STOCK COMPANY,
HEREIN CALLED THE COMPANY.

ITEM 2. POLICY PERIOD: *		AUDIT PERIOD: (If applicable)	
From	To	Annual unless otherwise stated.	
3/16/74	3/16/77	N/A	
* 12:01 A.M. Standard Time at the address of the Insured as stated herein.			

ITEM 3. PREMIUM COMPUTATION:				
Premium Basis	Estimated Exposure	Rate	Minimum Premium	Total Advance Premium
FLAT CHARGE		N/A	\$ 6,750.00	\$ 6,750.00

ITEM 4. UNDERLYING INSURANCE:		Policy No's. (Including Renewals or Replacements)	Description of Coverage
Insurer's Name			

SEE ENDORSEMENT # 2

ITEM 5. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all the terms of this Policy having reference thereto.

SECTION I		in excess of		SECTION II		COVERAGE
COMPANY LIMITS		UNDERLYING LIMITS				
\$	Each person	\$	Each person			AUTOMOBILE
\$	Each occurrence	\$	Each occurrence			
\$	Each occurrence	\$	Each occurrence			Bodily Injury
\$	Each occurrence	\$	Each occurrence			Property Damage
\$	Each occurrence	\$	Each occurrence			Combined Single Limit
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate			LIABILITY OTHER THAN AUTO
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate			Bodily Injury
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate			Property Damage
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate			Combined Single Limit
\$	Each claim and Aggregate	\$	Each claim and Aggregate			PHYSICIANS' MALPRACTICE
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate			COMPREHENSIVE CATASTROPHE OR UMBRELLA LIABILITY

8/8/74cc
COUNTERSIGNATURE DATE

NEW YORK, N.Y.
COUNTERSIGNED AT

E. Conroy
AUTHORIZED REPRESENTATIVE

590XA6116

New York City Service Center

NEW

Former Policy No.

THE ST. PAUL COMPANIES



Serving you around the world... around the clock

ITEM 1: INSURED'S NAME AND MAILING ADDRESS

**HOPEMAN BROTHERS, INC. et al
(& AS PER ENDORSEMENT #1)
156 EAST 46th STREET
NEW YORK, NEW YORK 10017**

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW:

- St. Paul Fire and Marine Insurance Company
St. Paul, Minnesota
- The St. Paul Insurance Company
Houston, Texas
- The St. Paul Insurance Company of Illinois
Chicago, Illinois

A CAPITAL STOCK COMPANY,
HEREIN CALLED THE COMPANY.

ITEM 2. POLICY PERIOD:		* 12:01 A.M. Standard Time at the address of the Insured as stated herein.	AUDIT PERIOD: (If applicable)
From	To		Annual unless otherwise stated.
3/14/74	3/14/77		N/A

ITEM 3. PREMIUM COMPUTATION:				
Premium Basis	Estimated Exposure	Rate	Minimum Premium	Total Advance Premium
FLAT CHARGE		N/A	\$ 6,750.00	\$ 6,750.00

ITEM 4. UNDERLYING INSURANCE:		Policy No's. (Including Renewals or Replacements)	Description of Coverage
Insurer's Name			

SEE ENDORSEMENT # 2

ITEM 5. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all the terms of this Policy having reference thereto.

SECTION I		in excess of		SECTION II		COVERAGE
COMPANY LIMITS		UNDERLYING LIMITS				
\$	Each person	\$	Each person			AUTOMOBILE Bodily Injury
\$	Each occurrence	\$	Each occurrence			
\$	Each occurrence	\$	Each occurrence			
\$	Each occurrence	\$	Each occurrence			Property Damage
\$	Each occurrence	\$	Each occurrence			Combined Single Limit
\$	Each occurrence and Aggregate	\$	Each occurrence			LIABILITY OTHER THAN AUTO Bodily Injury
\$	Each occurrence and Aggregate	\$	Aggregate			
\$	Each occurrence and Aggregate	\$	Each occurrence			Property Damage
\$	Each occurrence and Aggregate	\$	Aggregate			Combined Single Limit
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate			PHYSICIANS' MALPRACTICE
\$	Each claim and Aggregate	\$	Each claim			COMPREHENSIVE CATASTROPHE OR UMBRELLA LIABILITY
\$	Each claim and Aggregate	\$	Aggregate			
\$	Each occurrence and Aggregate	\$	Each occurrence			COMPREHENSIVE CATASTROPHE OR UMBRELLA LIABILITY
\$	Each occurrence and Aggregate	\$	Aggregate			

8/8/74cc NEW YORK, N.Y. [Signature]

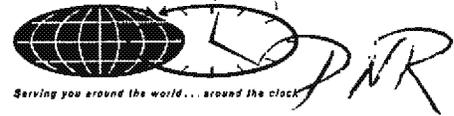
COUNTERSIGNATURE DATE COUNTERSIGNED AT AUTHORIZED REPRESENTATIVE

590XAS6116 New York City Service Center

NEW

Former Policy No.

THE ST. PAUL COMPANIES



ITEM 1. INSURED'S NAME AND MAILING ADDRESS

**HOPEMAN BROTHERS, INC. etal
(& AS PER ENDORSEMENT #1)
156 EAST 46th STREET
NEW YORK, NEW YORK 10017**

31-5686

**FRED S. JAMES & CO. OF NEW YORK, INC.
55 WATER STREET
NEW YORK, NEW YORK 10041**

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW:

- St. Paul Fire and Marine Insurance Company
St. Paul, Minnesota
- The St. Paul Insurance Company
Houston, Texas
- The St. Paul Insurance Company of Illinois
Chicago, Illinois

A CAPITAL STOCK COMPANY,
HEREIN CALLED THE COMPANY.

ITEM 2. POLICY PERIOD:		AUDIT PERIOD: (If applicable)	
From	To	Annual unless otherwise stated.	
3/14/74	3/14/77	N/A	
* 12:01 A.M. Standard Time at the address of the Insured as stated herein.			

ITEM 3. PREMIUM COMPUTATION:				
Premium Basis	Estimated Exposure	Rate	Minimum Premium	Total Advance Premium
FLAT CHARGE		N/A	\$ 6,750.00	\$ 6,750.00

ITEM 4. UNDERLYING INSURANCE:		Policy No's. (Including Renewals or Replacements)	Description of Coverage
Insurer's Name			

SEE ENDORSEMENT # 2

ITEM 5. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all the terms of this Policy having reference thereto.

SECTION I		in excess of	SECTION II		COVERAGE
COMPANY LIMITS			UNDERLYING LIMITS		
\$	Each person	\$	Each person		AUTOMOBILE Bodily Injury
\$	Each occurrence	\$	Each occurrence		
\$	Each occurrence	\$	Each occurrence		Property Damage
\$	Each occurrence	\$	Each occurrence		Combined Single Limit
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate		LIABILITY OTHER THAN AUTO Bodily Injury
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate		Property Damage
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate		Combined Single Limit
\$	Each claim and Aggregate	\$	Each claim and Aggregate		PHYSICIANS' MALPRACTICE
\$ 10,000,000 P/O 40,000,000	QUOTASHARE Each occurrence and Aggregate	\$ 40,000,000	Each occurrence and Aggregate		COMPREHENSIVE CATASTROPHE OR UMBRELLA LIABILITY

8/8/74ec COUNTERSIGNATURE DATE NEW YORK, N.Y. COUNTERSIGNED AT *E. Cerny* AUTHORIZED REPRESENTATIVE

590XAS6116 New York City Service Center

EXCESS THIRD PARTY LIABILITY POLICY



In consideration of the payment of the Premium, in reliance upon the statements made to the Company by application and subject to the terms set forth herein, the Company designated on the Declarations page, herein called the Company, A Capital Stock Company, AGREES with the Insured:

INSURING AGREEMENTS

I. COVERAGE

To indemnify the Insured, in accordance with the applicable provisions of the "immediate underlying policy" for the amount of "loss" which is in excess of the applicable Limits of the "underlying insurance" described in Item 4 of the Declarations.

The provisions of the "immediate underlying policy" are incorporated as part of this Policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this Policy.

This Policy shall apply only to coverages for which an amount is indicated in Section I of Item 5 of the Declarations and then only in excess of the corresponding amount shown in Section II of Item 5 of the Declarations.

II. POLICY PERIOD

This Policy applies only to "loss" arising out of injury, damage or destruction which occurs during the policy period stated in the Declarations.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this Policy, or (2) persons or organizations to whom the Insured may be liable for loss, the Company's liability shall not exceed the amounts stated in Section I of Item 5 of the Declarations.

A. With respect to coverages for which an aggregate limit is shown in Section I of Item 5 of the Declarations, "aggregate" means the total limit of the Company's liability during any one "aggregate period" either (1) with respect to any cause of loss for which the "underlying insurance" has an aggregate limit, or (2) with respect to the "products hazard" or the "completed operations hazard" (as defined herein) if the "underlying insurance" does not contain an aggregate limit with respect to these hazards.

B. Reduction Of The Aggregate

This provision applies only if this Policy contains an aggregate limit of liability which applies to the occurrence.

If the limit of liability of the "underlying insurance" is less than as stated in Section II of Item 5 of the Declarations because the aggregate limits of liability of the "underlying insurance" have been reduced, this Policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this Policy and not before. Nothing contained herein shall operate to increase the limit of the Company's liability.

C. Application Of The Aggregate To Periods Of Time

The aggregate limits of liability of this Policy apply separately to each aggregate period. The first aggregate period of this Policy begins on the effective date of this Policy and ends on the next termination date of the aggregate period of the "immediate underlying policy". Any succeeding aggregate period of this Policy is concurrent with the aggregate period of the "immediate underlying policy" unless it is the final aggregate period. The final aggregate period of this Policy begins on the termination date of the aggregate period of the "immediate underlying policy" immediately preceding the expiration date of this Policy and ends on the expiration date of this Policy.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

**This policy is not complete unless
a Declarations Page is attached.**

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this Policy:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means source material, special nuclear material or byproduct material;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"**waste**" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"**nuclear facility**" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

DEFINITIONS

1. Immediate Underlying Policy

"**Immediate underlying policy**" means the policy of the "underlying insurance" which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this Policy.

2. Loss

"**Loss**" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the Insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether recoverable or not) other than the "underlying insurance" and excess insurance purchased specifically to be in excess of this Policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses incident to any of the same, notwithstanding that the "underlying insurance" may provide insurance for such costs and expenses.

3. Underlying Insurance

"**Underlying insurance**" means the insurance policies described in item 4 of the Declarations and includes any renewal or replacement of such policies.

4. Completed Operations Hazard

The term "**completed operations hazard**" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. "Operations" include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

(a) when all operations to be performed by or on behalf of the Insured under the contract have been completed,

(b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed, or

(c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

(1) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition on or on a vehicle created by the loading or unloading thereof,

(2) the existence of tools, uninstalled equipment or abandoned or unused materials.

5. Products Hazard

The term "**products hazard**" includes bodily injury and property damage arising out of the Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Insured and after physical possession of such products has been relinquished to others.

CONDITIONS

1. Underlying Insurance -- Changes During this Policy Period

Any change in coverage or premium in the "underlying insurance" shall be promptly reported to the Company and the Insured shall upon request, furnish the Company with copies of such changes. Any change in the premium for the "underlying insurance" shall be promptly reported to the Company and the premium for this Policy, subject to the minimum premium, may be adjusted accordingly.

2. Notice of Loss; Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this Policy shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. The Company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the Insured.

In the event expenses in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or the Underlying Insurer, the Company, in addition to its limits of liability as expressed in Item 5 of the Declarations shall be liable for no greater proportion of such expenses and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.

3. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Policy.

Any person or organization or the legal representative thereof who has secured a judgment against the Insured shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Any payments by the Company under this Condition 3 shall discharge the Company's obligation to the Insured to the extent of such payments.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

4. Subrogation and Other Recoveries

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the occurrence to prejudice such rights.

Because this Policy affords excess coverage, the Insured's right of recovery cannot always be exclusively subrogated to the Company. It is, therefore, agreed that the Company shall act in concert with all other interests concerned, including the Insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the Insured, that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by such interest; the Company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this Policy; and lastly, the interests, including the Insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expense and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the Insured, in the ratio of their respective recoveries or in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

5. Other Insurance

This Condition does not apply with respect to the "underlying insurance" or excess insurance purchased specifically to be in excess of this Policy.

If, with respect to a loss covered hereunder, the Insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this Policy is greater than the applicable limit of liability provided by the other insurance, this Policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the Insured, as respects the layer of coverage afforded by this Policy, a total limit of liability equal to the applicable limit of liability afforded by this Policy.

6. Cancellation

This Policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Named Insured at the address shown in the Declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum premium, whichever is greater, shall be computed, pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

7. Maintenance of Underlying Insurance

It is a condition of this Policy that the policy or policies referred to in Item 4 of the Declarations, including renewal or replacements thereof, shall be maintained, without alteration of terms or conditions, in full effect during the currency of this Policy except for any reduction or exhaustion of the aggregate limit contained therein solely by reason of losses that arise out of occurrences which take place during the period of this Policy. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the Company shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY ONLY:
PROVISIONS REQUIRED BY LAW TO BE STATED IN THIS POLICY:—"This policy is issued under and in pursuance of the laws of the State of Minnesota, relating to Guaranty Surplus and Special Reserve Funds," Chapter 437, General Laws of 1909.

IN WITNESS WHEREOF, The Company designated on the Declarations page has caused this Policy to be signed by its President and Secretary and countersigned on the Declarations page by a duly authorized representative of the Company.

J. J. Lenth
Secretary

Waverly P. Smith
President

THE ST. PAUL
COMPANIES



Serving you around the world... around the clock.

ENDORSEMENT

1

The following spaces preceded by an asterisk (*) need not be completed if this endorsement and the policy have same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
590XA6116		

ITEM # 1 NAMED INSURED TO READ:

HOPEMAN BROTHERS, INC.

HOPEMAN BROTHERS, CANADA LTD.

HOPEMAN MANUFACTURING CORPORATION

WAYNE MANUFACTURING CORPORATION

ROYSTON MANUFACTURING CORPORATION

WAYNE DATA CORPORATIONS

HOPEMAN MEMORIAL FUND, INC.

A.W. HOPEMAN AND SONS COMPANY

HOPEKO SUPPLY CORPORATION

ALBERT A. HOPEMAN, JR.

^{ALBERT}
~~ALBERT~~ A. HOPEMAN III

BERTRAM C. HOPEMAN

HENRY W. HOPEMAN

BRUCE M. GELSER

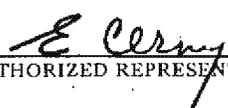
MRS. ANNA M. HOPEMAN

AND/OR SUBSIDIARY, OWNED, FINANCIALLY CONTROLLED, AFFILIATED AND MANAGED COMPANIES AND/OR CORPORATIONS AS NOW OR HEREAFTER CONSTITUTED, AND/OR ASSOCIATIONS OR TRUSTESHIPS SPONSORED BY THE INSURED IN THE CONDUCT OF ITS BUSINESS

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

*Agency Name and Address

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company



AUTHORIZED REPRESENTATIVE

THE ST. PAUL
COMPANIES



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ENDORSEMENT

0 2

The following spaces preceded by an asterisk (*) need not be completed if this endorsement and the policy have same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
590XA6116		

ITEM 4, UNDERLYING INSURANCE TO READ:

INSURER'S NAME	POLICY NO'S INCLUDING RENEWAL OR REPLACEMENTS	DESCRIPTION OF COVERAGE
LIBERTY MUTUAL	TO BE ADVISED	UMBRELLA LIABILITY
AETNA C. & S.	" " "	" "
LEXINGTON INS.	" " "	" "
NORTH STAR INS.	" " "	" "
C.N.A. INS.	" " "	" "
INSURANCE COMPANY OF NORTH AMERICA	" " "	" "

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

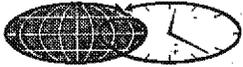
*Agency Name and Address

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company

E. Army

AUTHORIZED REPRESENTATIVE

THE ST. PAUL
COMPANIES



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ENDORSEMENT #3

The following spaces preceded by an asterisk (*) need not be completed if this endorsement and the policy have same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
590XA6116	9/27/74 3/14/74	HOPEMAN BROTHERS, INC. ETAL

IT IS HEREBY UNDERSTOOD AND AGREED THAT ITEM #1 OF THE DECLARATIONS IS AMENDED AS FOLLOWS:

NAMED INSURED: ALBERT A. HOPEMAN III *in lieu of Arndt A. Hoeman III*

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

9/27/74 jm

*Agency Name and Address

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company

AUTHORIZED REPRESENTATIVE

THE ST. PAUL
COMPANIES



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ENDORSEMENT

The following spaces preceded by an asterisk (*) need not be completed if this endorsement and the policy have same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
590XA6116	1-2-75	Hopeman Brothers, Inc., etal

It is agreed that item #1 of the declaration is amended to include the following:

Gerda H. Gelser

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

1-23-75 mb

*Agency Name and Address

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company

AUTHORIZED REPRESENTATIVE

Travelers Exhibit D

INCOMPLETE POLICY

This notification is affixed to a policy in which certain pages of the policy are illegible, including the one(s) listed below. After a diligent search of company records available as of this date, we could not locate a more legible record.

Portions of the policy are illegible: Pages(s): 2, 6, 13 and 14.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 542 WCA

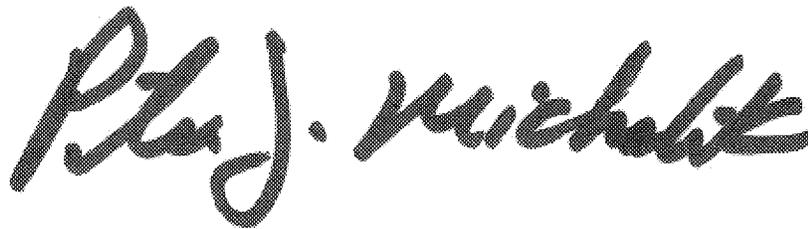
03/28/74 - 03/14/77

06/19/2025

Policy Number(s)

Policy Period(s)

Date



Peter J. Michalik, Director, Operations
BI Document Management

AGENCY BOOKED	CODE 4924	NAME FRED S. JAMES & CO. OF	CLASS 100	TAX DISTRICT 6679	TRANSACTION TYPE NEW <input type="checkbox"/> RENEWAL	LINE OF BUSINESS KY	CAP 9	ID	DATE TYPED AND INVOICED 30 4/18
CONTINUING CODES		OFFICE CODE N.Y.	C S CODE INC.						
STATE PLANS	VEHICULAR STATE	CLASS	TERMS						

97776

EXCESS OVERLAYER INDEMNITY POLICY
THE AETNA CASUALTY AND SURETY COMPANY
 Hartford, Connecticut 06115

(a stock insurance company, herein called "Aetna Casualty")

EXCESS DEPT
 D. COSTELLO
 APR 15 1974
 CONTROL

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agrees with the Insured named in the declarations as follows:

POLICY NO. 012122 N.Y.

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

ROPSMAN BROTHERS INC. ETAL (SEE ENDT.)
195 EAST 46TH ST.
NY, NY 10017

POLICY PERIOD:
 From 3/22/74 To 3/14/77
 12:01 A.M. standard time at
 the address of Insured

PREMIUM:

Flat charge
 Adjustable at a rate of _____ per \$1000 of _____
 Minimum Premium 2,667.
 Total Advance Premium _____
 3 Year Policy Installments
 1st Anniversary _____
 2nd Anniversary _____

LIMITS OF LIABILITY:

12.5% (\$5,000,000. MAXIMUM) QUOTA SHARE OF \$10,000,000. EACH OCCURRENCE
12.5% (\$5,000,000 MAXIMUM) QUOTA SHARE OF \$10,000,000. ANNUAL AGGREGATE

- ENDORSEMENTS:** 1. Broad Form Nuclear Energy Exclusion, Form No. 13113-A
 2. EXCLUSION - CONTAMINATION OR POLLUTION
 3. EXCLUSION - ENGINEERS, ARCHITECT. OR SURVEYORS
 4. NAMED INSURED

Section 2. INDEMNITY AGREEMENT

AETNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an Insured under the terms of the Controlling Underlying Insurance.

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"EXCESS NET LOSS" means that part of

the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages,

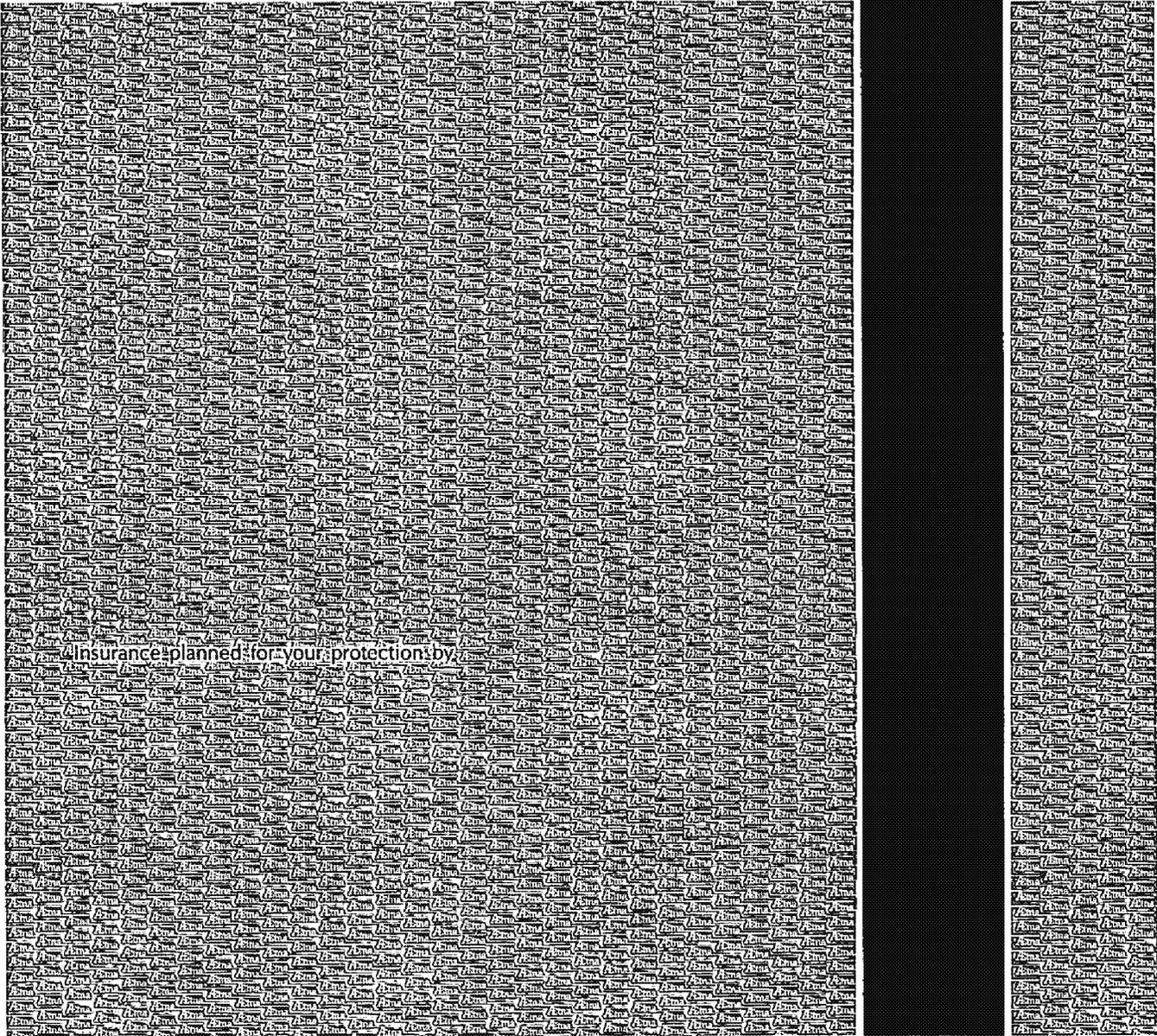
which is in excess of

any self-insured retention and the total of the applicable limits of liability of all policies described in Section 3. Schedule of Underlying Insurance; whether or not such policies are in force.

Less shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

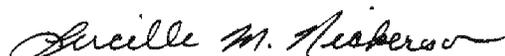


(90985) 3-70

Cat. 821829
Printed in U.S.A.

*Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

POLICY NUMBER	INSURER	COVERAGE	LIMITS OF LIABILITY		
			EACH PERSON	EACH OCCURRENCE	AGGREGATE
	ST. PAUL, UNION KEMP & HOLLAND	EXCESS LIABILITY		40,000,000.	40,000,000.
	INA	EXCESS LIABILITY		20,000,000.	20,000,000.
	LEXINGTON, CNA & NORTH STAR	EXCESS LIABILITY		10,000,000.	10,000,000.
	ATNA C & S	EXCESS LIABILITY		5,000,000.	5,000,000.
	LICHTY MUTUAL	EXCESS LIABILITY		5,000,000.	5,000,000.

CONTROLLING INSURANCE

LICHTY MUTUAL	EXCESS LIABILITY	5,000,000.	5,000,000.
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This schedule applies to the above policies and any renewals or replacements thereof.

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1. with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Atna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Atna Casualty's liability, hereunder; then to reimburse Atna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Atna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Atna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Atna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1. by mailing to Atna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Atna Casualty by mailing to the INSURED first named in Section 1. at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Atna Casualty cancels, earned premium shall be computed prorata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

Donald M. Johnson
President

Howard G. Moore
Secretary

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties.

"nuclear material" means source material, special nuclear material or byproduct material.

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aina Casualty and Surety Company
Hartford, Connecticut

John A. Rice
President

ENDORSEMENT NO. 1

(13113-A)

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

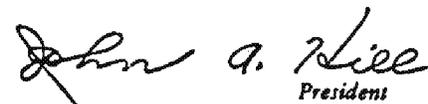
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut


John A. Rice
President

For attachment to the following policy forms:
(CA, JS, AL, SJ, MP, JP, SK, GS, PS, DR, DP, DG, DB, DH, DO)

(13113-A)

**EXCESS OVERLAYED INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	FD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
 Hartford, Connecticut

Counterigned by _____
 (Authorized Representative)

(10035-1-8) 7-69

Page 11 of 15 A

AGENCY/COMPANY		CODE	NAME			REGISTRATION	PAYMENT	TAX DISTRICT	TRANSACTION TYPE	LINE OF BUSINESS	CLASS	POLICY EFF. DATE	DATE (AMOUNT)
COUNTERSIGNING CODES		OFFICE CODE	C S CODE						E			POLICY EXPIRY DATE	
STATE FLA	TERRITORY		LIGHTS OF LIABILITY			DR REC	FORM OR CLASS	DISC	PREMIUM	EXPOSURE			
	STATE	RATE	DI	PD	MED								END'T FORM NO.

EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF ANY PROFESSIONAL SERVICES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, INCLUDING

- (1) THE PREPARATION OR APPROVAL OF MAPS, PLANS, REPORTS, SURVEYS, DESIGNS OR SPECIFICATIONS, AND**
- (2) SUPERVISORY, INSPECTION OR ENGINEERING SERVICES**

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			3
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

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AGENCY / BROKER		CODE	NAME		C O M M I S S I O N	PAYMENT	TAX DISTRICT	TRANSACTION TYPE	LINE OF BUSINESS	C A F	POLICY EFF. DATE	DATE OF CANCELLATION
COUNTERSIGNING CODES		OFFICE CODE	C S CODE					E				POLICY EXPIRY DATE
STAT PLAN	TERRITORY	LIMITS OF LIABILITY			OR REC	FORM OR CLASS	DISC	PREMIUM	EXPOSURE			
STATE	RATE	DE	FD	MED						ENDY FORM NO.		

NAMED INSURED

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO READ AS FOLLOWS:

HOPEMAN BROTHERS, INC.
 HOPEMAN BROTHERS CANADA, LTD
 HOPEMAN MANUFACTURING CORPORATION
 WAYNE MANUFACTURING CORPORATION
 ROYSTON MANUFACTURING CORPORATION
 WAYNE DATA CORPORATIONS
 HOPEMAN MEMORIAL FUND, INC.
 A.M. HOPEMAN AND SONS COMPANY
 HOPEKO SUPPLY CORPORATION
 ALBERT A. HOPEMAN, JR.
 ARENUT A. HOPEMAN III
 BERTRAM C. HOPEMAN
 HENRY W. HOPEMAN
 BRUCE M. GELSER
 MRS. ANNA M. HOPEMAN
 AND/OR SUBSIDIARY, OWNED, FINANCIALLY CONTROLLED, AFFILIATED AND
 MANAGED COMPANIES AND/OR CORPORATIONS AS NOW OR HEREAFTER CONSTITUTED,
 AND/OR ASSOCIATIONS OR TRUSTEESHIPS SPONSORED BY THE INSURED IN THE
 CONDUCT OF ITS BUSINESS

This endorsement forms a part of the policy to which it is attached, effective on the date of date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is amended subsequent to preparation of policy.)

Endorsement effective	Policy No.	Exposurement No.
Named Insured		
Additional Premium \$	Return Premium \$	\$ PD
		In Advance \$
		1st Anniv. \$
		2nd Anniv. \$

HOME OFFICE COPY

Printed in U.S.A.

AGENCY / DIVISION		CROSS		NAME		PAYMENT		TAX DISTRICT		TRANSACTION TYPE		LINE OF BUSINESS		POLICY EXP. DATE		DATE TO BE MAILED	
COUNTERSIGNING CODES				OFFICE CODE		C S CODE				E		E		3/28/74		3/28/77	
STAT PLAN	ID	TERRITORY STATE RATE		LIMITS OF LIABILITY BI PD MEC			DR REC	FORM OR CLASS	DISC	PREMIUM	EXPOSURE	E					
															END'T FORM		

IT IS AGREED THAT ENDORSEMENT NUMBER 4, BOND INSURED, IS AMENDED TO SHOW ALBERT A. HOPEMAN III IN LIEU OF ALBERT A. HOPEMAN III

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective **3/28/74** Policy No. **01 2N E' WEA** Endorsement No. **5**
 Named Insured **HOPEMAN BROTHERS INC.**
 Additional Premium \$
 Return Premium \$
 In Advance \$
 1st Anniv. \$
 2nd Anniv. \$

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____
 (Authorized Representative)

AGENCY CODE		CODE	NAME		PAYMENT		TAX DISTRICT	TRANSACTION TYPE	DATE OF REVISION	CLASS	POLICY EFF. DATE	DATE OF INTL.
4324			FRED S. JAMES & CO. OF N.Y., INC.					E	NY		3/15/77	
COUNTERSIGNING CODES			OFFICE CODE	C S CODE	POLICY NO.						POLICY EXPIRY DATE	LO
											3/15/77	
STAT PLAN	ID	TERMINAL STATE	RATE	LIMITS OF LIABILITY			DR. REC.	FORM OR CLASS	DISC	PREMIUM	EXPOSURE	
				BI	PC	MFD						
2		31	02					523				
												END'T FORM

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO INCLUDE THE FOLLOWING:

GERDA H. GELSER

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective **1/2/75** Policy No. **01 X1 542 WCA** Endorsement No. **6**
 Named Insured **HOPEWELL BROTHERS INC.**
 Additional Premium \$ _____ Return Premium \$ _____ BI _____ PD _____
 In Advance \$ _____ \$ _____
 1st Anniv. \$ _____ \$ _____
 2nd Anniv. \$ _____ \$ _____

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____
 (Authorized Representative)

Travelers Exhibit E

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UMBRELLA EXCESS LIABILITY POLICY

DECLARATIONS

POLICY NO.	TD CODE	SALES OFFICE	CODE	SALESMAN	CODE	N/R	1ST YEAR
LE1-121-010461-314R	33	NY	202	Sullivan	7531	1	74

Item 1 Named Insured Hopeman Brothers, Inc. and as per Endorsement No. 1
Address c/o Fred S. James & Co. of New York, Inc., 55 Water St., New York, NY 10041

Additional Named Insureds:

and: Any other business organization while any of the foregoing named insureds owns an interest therein of more than fifty percent (50%) during the policy period.

Item 2 Policy Period: From

MO.	DAY	YR.	MO.	DAY	YR.
3	14	74	to 3	14	77

 12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3 Limits of Liability: The limits of the company's liability under this policy are as stated herein, subject to all of the terms of this policy having reference thereto.

Each occurrence	\$ 5,000,000
Aggregate products — completed operations	\$ 5,000,000
Aggregate property damage	\$ 5,000,000
Aggregate advertising injury or damage	\$ 5,000,000
Aggregate occupational disease	\$ 5,000,000

Item 4 The insured's retention is \$ 25,000

Item 5 Computation of Premium

EXPOSURE BASIS	CODE NO.	ESTIMATED ANNUAL EXPOSURE	RATE	ESTIMATED ANNUAL PREMIUM (324)
Per \$1,000 Sales	99935	21,000,000	.2083	4,375.

Annual Minimum Premium 4,375. Premium

The premium for this policy is payable \$ 4,375. in advance, \$ 4,375. on first anniversary and \$ 4,375. on second anniversary.

Audit Basis: At Expiration Annual Semi-Annual Quarterly Monthly Flat Charge

Item 6 Underlying Insurers	Underlying Policies	Limits of Liability (000's)		
		Each Person	Each Occurrence	Aggregate
	Policy Number and Type	BI		
	See Schedule	PD		
		BI		
		PD		
BI				
		PD		

This policy, including all endorsements issued therewith, is hereby countersigned by *R. D. Herman*

Authorized Representative

Work Units	Typed	Audit Basis	Periodic Payment	Pol. H. G.	Home State	Renewal of
1	1c	1-AD		<input type="checkbox"/> S	Confidential	NEW

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UMBRELLA EXCESS LIABILITY POLICY



FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE — EXCESS LIABILITY

The company will pay on behalf of the insured all sums in excess of the retained limit which the insured shall become legally obligated to pay, or with the consent of the company, agrees to pay, as damages, direct or consequential, because of:

- (a) personal injury,
- (b) property damage, or
- (c) advertising injury or damage

with respect to which this policy applies and caused by an occurrence.

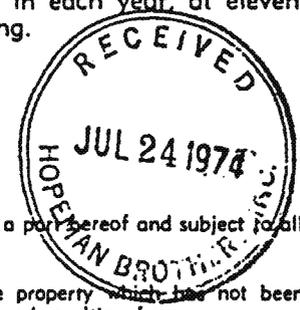
This policy does not apply:

- (a) to personal injury or property damage occurring away from premises owned, rented or controlled by the named insured and arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft or watercraft owned by the named insured or hired by or on behalf of the named insured for a period of thirty days or more;
- (b) to personal injury or property damage for which liability is assumed under any contract or agreement, if such injury or damage is due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) to (1) any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation, or disability benefits law, or under any similar law, (2) any employee, as an insured, with respect to personal injury to another employee of the same employer, or (3) any liability with respect to bodily injury of any employee of the insured arising out of and in the course of his employment by the insured, if such liability is assumed by the insured under a contract or agreement made with or for the benefit of such employee;
- (d) to (1) property damage to property of any kind owned, or to aircraft hired for a period of thirty days or more, by the insured or by any named insured, or (2) liability for property damage to other property rented to, used by or in the care, custody or control of the insured or any named insured, or as to which either of such insureds is exercising physical control, if such liability is in excess of the insured's common law or statutory liability therefor and is assumed under any contract or agreement other than a sidetrack agreement or agreement relating to the use of elevators or escalators;
- (e) with respect to premises alienated by the named insured, work performed by or on behalf of the named insured or the insured's products,
 - (1) to any property damage to such premises, work or products which arises out of any part or portion thereof or out of any materials, parts or equipment furnished in connection therewith;

THIS POLICY CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.



- (2) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (i) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (ii) the failure of the insured's products or such work to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;
 but part (2) of exclusion (e) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or such work after such products or work have been put to use by any person or organization other than an insured;
- (3) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of such products or work or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (f) to advertising injury or damage claimed for failure to perform any contract or by reason of a mistake in the advertised price or an incorrect description of any article or commodity;
- (g) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is both sudden and accidental.

INVESTIGATION, DEFENSE, SETTLEMENT, ASSISTANCE AND COOPERATION

II

With respect to personal injury, property damage or advertising injury or damage covered under this policy (or which would be covered but for the insured's retention as stated in the declarations), but not covered under any underlying policy or any other insurance, the company will

- (1) defend any suit against the insured seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;
- (2) pay all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (3) pay all premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit

for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of any vehicle to which this policy applies, but the company shall have no obligation to apply for or furnish any such bonds;

- (4) pay all reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day;

and the amounts so incurred, except settlement of claims and suits, are not subject to the insured's retention as stated in the declarations and are payable by the company in addition to the applicable limit of liability of this policy.

The insured agrees to reimburse the company promptly for amounts paid in settlement of claims or suits to the extent that such amounts are within the insured's retention as stated in the declarations.

The named insured agrees to arrange for the investigation, defense or settlement of any such claim or suit in any country where the company may be prevented by law from carrying out this agreement. The company will pay defense expenses incurred with its written consent in addition to its applicable limit of liability under this policy and will promptly reimburse the named insured for its proper share, subject to its applicable limit of liability under this policy, of any settlement above the retained limit made with the company's written consent.

The company shall have the right to associate at its own expense with the insured or any underlying insurer in the investigation, defense or settlement of any claim or suit which in the company's opinion may require payment hereunder. The insured, at the company's request shall assist and cooperate in every way with respect to the handling of all claims or suits and the enforcement of all rights of salvage, contribution or indemnity, that may affect the company's obligations under this policy.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (1) The named insured and any executive officer, director, stockholder, partner or employee of the named insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the named insured, but not with respect to the operation of any vehicle owned by such person or organization;
- (2) with respect to premises of the named insured or operations by or on behalf of the named insured, any person, organization, trustee or estate for whom the named insured must, by written agreement, provide liability insurance, but not for more or broader insurance than such agreement requires;
- (3) any additional insured (not a named insured under this policy) included in an underlying policy, but not for broader coverage than is available to such additional insured under the underlying policy;
- (4) any person while using with the named insured's permission any vehicle for which insurance is provided to the named insured hereunder, and any person or organization legally responsible for the use thereof, except:
 - (a) a person or organization, or an agent or employee thereof, operating a vehicle manufacturing or repair shop, hangar, public garage, shipyard, livery, sales agency, service station, public airport, public parking place, marina or boat yard, with respect to any occurrence arising out of the operation thereof;
 - (b) the owner of any such vehicle or any employee of such owner. This subdivision (b) shall not apply if it restricts the insurance granted under subdivision (3) above.

This policy applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

LIMITS OF LIABILITY

Regardless of the number of insureds under this policy or the number of persons or organizations who sustain personal injury property damage or advertising injury or damage, the company's liability is limited as follows:

Each Occurrence — The limit of liability stated in the declarations as applicable to "each occurrence" is the limit of the company's liability for all damages, direct and consequential, because of all personal injury, property damage and advertising injury or damage sustained by one or more persons or organizations as the result of any one occurrence.

Aggregates — The limits of liability stated in the declarations as (a) "aggregate products-completed operations", (b) "aggregate property damage", (c) "aggregate advertising injury or damage" and (d) "aggregate occupational disease" are, respectively, the total limits of the company's liability for all damages, direct and consequential, because of the following occurring during any one annual period during which this policy is in force: (a) all personal injury arising out of the products-completed operations hazard, (b) all property damage, (c) all advertising injury or damage and (d) all occupational disease sustained by employees of the named insured.

For the purpose of determining the limits of the company's liability:

- (1) all personal injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions; or
- (2) all advertising injury or damage involving one or more causes of injury, including all reproductions or repetitions thereof, regardless of the number and kind of media used;

shall be considered as the result of one and the same occurrence.

Non-Cumulation of Liability — Same Occurrence — If the same occurrence gives rise to personal injury, property damage or advertising injury or damage which occurs partly before and partly within any annual period of this policy, the each occurrence limit and the applicable aggregate limit or limits of this policy shall be reduced by the amount of each payment made by the company with respect to such occurrence, either under a previous policy or policies of which this is a replacement, or under this policy with respect to previous annual periods thereof.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"advertising injury or damage" means personal injury (other than bodily injury) and injury to intangible property sustained by a person or organization arising out of causes of injury first published in connection with the named insured's advertising activities during the policy period as the result of libel, slander, defamation, piracy, infringement of copyrights, invasion of the right of privacy or any negligent act, error or omission in the use of advertising or merchandising ideas.

"annual period" means the twelve month period following the effective date or any anniversary thereof falling within the policy period, or if the time between any such date and the termination of this policy is less than twelve months, such lesser period.

"bodily injury" includes sickness or disease and death resulting at any time therefrom.

"defense expenses" means all reasonable expenses (other than the amount of any settlement) incurred by the named insured in discharging the named insured's obligations under Section II with respect to the investigation, defense or settlement of claims or suits, except (1) salaries of salaried employees of the named insured, and (2) any such expenses payable under an underlying policy or any other valid and collectible insurance.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage.

"insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name.

"named insured" means the person or organization named in Item 1 of the declarations of this policy.

"occurrence" means injurious exposure to conditions, which results in personal injury, property damage or advertising injury or damage neither expected nor intended from the standpoint of the insured.

"personal injury" means personal injury or bodily injury which occurs during the policy period sustained by a natural person, but excluding any such injury included within the definition of advertising injury or damage.

"products-completed operations hazard" means (1) the insured's products, if the personal injury or property damage occurs after possession thereof has been relinquished to others, and (2) operations performed by or on behalf of the named insured (wherever performed and whether or not involving the insured's products), if the personal injury or property damage occurs after such operations have been completed or abandoned. Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period, or (3) injury to intangible property which occurs during the policy period sustained by an organization as a result of false eviction, malicious prosecution, libel, slander or defamation, but excluding any such damage included within the definition of advertising injury or damage.

"retained limit" means as to each occurrence with respect to which insurance is afforded under this policy:

- (1) if an underlying policy is also applicable or would be applicable but for breach of policy conditions; the relevant "each person", "each accident", "each occurrence" or similar limit of liability stated therein (less any reduction thereof by reason of an over-riding aggregate limit of liability) plus all amounts payable under other insurance, if any;
- (2) if any underlying policy otherwise applicable is inapplicable by reason of exhaustion of an aggregate limit of liability; all amounts payable under other insurance, if any; or
- (3) if neither paragraphs (1) or (2) above apply and
 - (a) the insured has other insurance: all amounts payable under such other insurance, but in no event less than the amount stated in the declarations as the insured's retention, or
 - (b) the insured has no other insurance; the amount stated in the declarations as the insured's retention.

For the purpose of determining the retained limit, "other insurance" means any other valid and collectible insurance (except under an underlying policy) which is available to the insured, or would be available to the insured in the absence of this policy, it being the intention that this policy shall not apply under or contribute with such other insurance unless the company's agreement thereto is endorsed hereon.

"underlying policy" } mean, respectively, a policy listed as an "underlying insurer" } underlying policy in the declarations and the insurer or insurers subscribing such a policy.

CONDITIONS

1 Premium The premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the premium rate and exposure basis stated in the declarations.

2 Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Notice of Occurrence Whenever the insured has information from which it may reasonably conclude that an occurrence has taken place which might involve this policy, notice shall be sent to the company or any of its authorized agents as soon as practicable.

Appeals In the event the insured or the insured's underlying insurers elect not to appeal a judgment which appears to the company as likely to involve payment under this policy, the company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs, disbursements and interest incidental to the appeal, but in no event shall the liability of the company for any one occurrence exceed the limit of liability set forth in Section IV plus such incidental costs, disbursements and interest.

Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. Any amounts so recovered shall be apportioned as follows:

Any interest (including the insured) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Maintenance of Underlying Policies The named insured shall maintain the underlying policies with limits of liability as stated in Item 6 of the declarations and renewals thereof in full effect during this policy period, except for any reduction or exhaustion of

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the aggregate limit or limits contained in such policies solely by payment of claims arising out of occurrences which happen during this policy period. Failure of the named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the named insured complied therewith.

The named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying policy, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

10 **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the

company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

First Named Insured The first insured named in Item 1 of the declarations shall be responsible for payment of all premiums, and is authorized to act on behalf of all other insureds and named insureds with respect to giving and receiving notice of cancellation and to receiving any return premium or dividends that may become payable under this policy.

Declarations By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman

SECRETARY

Frank L. Sawell

PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

- I. The policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

- II. As used in this endorsement:
 - "hazardous properties" include radioactive, toxic or explosive properties;
 - "nuclear material" means source material, special nuclear material or byproduct material;
 - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
 - "nuclear facility" means
 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
 and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - "property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

Bruce E. Boorman
SECRETARY

Frank L. Lowell
PRESIDENT

A0009
G320
10/1/66

H78940000-ICAD-000041.011

Page 11

Name of Insured Endorsement - Item 1

Hopeman Brothers, Inc., Hopeman Brothers Canada (Ltd.), Hopeman Manufacturing Corp., Wayne Manufacturing Corp., Royston Manufacturing Corp., Wayne Data Corporations and Hopeman Memorial Fund, Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____

Countersigned by _____

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Effective Date

Expiration Date

Audit Basis

Premium \$

For attachment to Policy or Bond No. LE1-121-010461-314R

Issued to

Endorsement Serial No. 1

Work Units 1-

Issued

Sales Office & No.

Confidential

AMENDATORY ENDORSEMENT - OTHER INSURANCE

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LE1-121-010461-314R

Issued to _____

Endorsement Serial No. 2

Amendatory Endorsement

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date _____ Expiration Date _____

Audit Basis _____

Premium \$ _____

For attachment to Policy or Bond No. LE1-121-010461-314R

Issued to _____

Endorsement Serial No. 3

Work Units 1 -

Issued

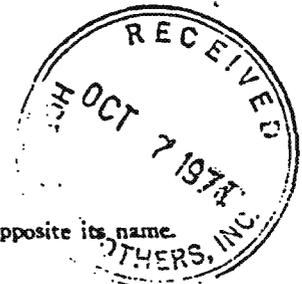
Sales Office & No.

Confidential

NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 30 days after written notice of such cancellation or reduction has been mailed to

<u>Name</u>	<u>Address</u>
Hankison Corporation	738 Lucy Drive Pittsburgh, PA 15236



This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Bruce E. Doorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by *R. D. Harmon*
AUTHORIZED REPRESENTATIVE

Countersigned by _____
AUTHORIZED REPRESENTATIVE

For attachment to Policy No. LE1-121-010461-314R TD 33
 Effective date 4-1-74
 Audit Basis 1-AD

Issued to Hopeman Brothers, Inc.

Issued 1c 6-13-74 Endorsement Serial No. 6
 S.O. 202

Amendatory Endorsement

It is agreed that Name of Insured Endorsement No. 1
is amended to include the following:

Carteret Manufacturing Corporation



This endorsement is executed by the company below designated by an entry in the box opposite its name.

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT
R. D. Harmon

Oliver E. Boorman *Frank L. Sawell*
SECRETARY PRESIDENT

Countersigned by.....

Countersigned by.....

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Effective Date 4-1-74

Expiration Date 3-14-77

Audit Basis 1-AD

Premium \$

For attachment to Policy or Bond No. LE1-121-010461-314R TD 33

Issued to Hopeman Brothers, Inc.

Endorsement Serial No. 7

H78940000-ICAD-000041.018
Page 18



Amendatory Endorsement

It is agreed Notice of Cancellation, Endorsement No. 6, is eliminated from the policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date 10-7-74

Expiration Date 3-14-77

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

For attachment to Policy or Bond No. LE1-121-010461-314R TD33

Audit Basis 1-AD

Issued to Hopeman Brothers, Inc.

Oliver E. Doorman SECRETARY *Melvin S. Goodwin* PRESIDENT

Work Units 1 -

Countersigned by

R. D. Harmon

Authorized Representative

Issued ch 10-30-74 Sales Office and No. 202

End. Serial No. 8

Amendatory Endorsement

It is agreed Page 1 (Item 6) is amended as follows:

- 1) Add Eff. 5-23-75 to 5-23-78

<u>Underlying Insurers</u>	<u>Underlying Policies</u>	<u>Limits of Liability (000's)</u>		
		<u>Each Person</u>	<u>Each Occ.</u>	<u>Aggregate</u>
<u>Liberty Mutual Ins. Co.</u>	Owners' & Contractors' Protective Liability LX1-121-010461-385 in name Of: Kaiser Aluminum & Chemical Sales, Inc. Avondale Shipyards, Inc. El Paso Columbia Tanker Company El Paso Savannah Tanker Company El Paso Cove Point Tanker Company	BI 500,000. PD 250,000.	250,000.	500,000. 250,000.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
 Effective Date 5-23-75 Expiration Date 3-14-77
 For attachment to Policy or Bond No. LE1-121-010461-314 TD 33
 Audit Basis 1
 Issued to Hopeman Brothers, Inc.

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Robert E. Doorman *Malvin S. Goldstein*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued PB 6-9-75 Sales Office and No. 220 End. Serial No. 11

H78940000-ICAD-000041.021
Page 21

NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 30 days after written notice of such cancelation or reduction has been mailed to *

<u>Name</u>	<u>Address</u>
Kaiser Aluminum & Chemical Sales, Inc. Avondale Shipyards, Inc. El Paso Columbia Tanker Company El Paso Savannah Tanker Company El Paso Cove Point Tanker Company	300 Lakeside Drive, Oakland, California 94604
Hopeman Brothers, Inc.	Box 550, Waynesboro, Virginia 22980

* by registered mail

(This endorsement is executed by the company below designated by an entry in the box opposite its name.)

Premium \$		<input checked="" type="checkbox"/> LIBERTY MUTUAL INSURANCE COMPANY
Effective Date	5-23-75	Expiration Date 3-14-77
For attachment to Policy or Bond No.	LE1-121-010461-314 TD 33	
Audit Basis	1	
Issued to	Hopeman Brothers, Inc.	
	<i>Oliver E. Doonan</i> <small>SECRETARY</small>	<i>Malcolm B. Badtler</i> <small>PRESIDENT</small>

Work Units 1

Countersigned by ...

Authorized Representative

Issued PB 6-9-75 Sales Office and No. 220 End. Serial No. 12

2252 ED. 1
Printed in U.S.A.

Confidential

AMENDATORY ENDORSEMENT

It is agreed that the Policy is amended as indicated by typed entries hereunder:

Policy Number to read:

Name:

Address:

Legal Status: Individual Partnership Corporation
(Other)

Policy Period: From 3-14-74 to 1-1-77 12:01 A.M. Standard Time.

Occupation or Business of Insured:

Loss Payee: The interest of the following Loss Payee has ceased:

Locations:

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ Adjust on Audit (Formerly 3-14-77)

LIBERTY MUTUAL INSURANCE COMPANY

Effective Date 3-14-74 Expiration Date 1-1-77

LIBERTY MUTUAL FIRE INSURANCE COMPANY

For attachment to Policy or Bond No. LE1-121-010461-314 TD33

Audit Basis 1

Issued to Hopeman Brothers, Inc.

Alvin E. Doorman SECRETARY *Malcolm B. Goodwin* PRESIDENT

Work Units 1 -

Countersigned by

R. D. Harmon
Authorized Representative

Issued 1c 11-12-76 Sales Office and No. 220

End. Serial No. 14

H78940000-ICAD-000041.023
Page 23

CO-SIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LE1-121-010461-314R

Name of Policyholder:

Address:

Countersigned by Mercer H. Seay
(Resident Agent of Liberty Mutual Insurance Company)

Virginia
(State)

Sales Office _____

1710

Printed
in
USA

Confidential

TRAV0000388

SHORT RATE CANCELLATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

UMBRELLA EXCESS LIABILITY POLICY

LIBERTY MUTUAL INSURANCE COMPANY
 Home Office: Boston



THIS POLICY IS NONASSESSABLE

**OFFICES
 IN
 PRINCIPAL CITIES
 THROUGHOUT
 THE
 UNITED STATES
 AND
 CANADA**

Confidential

Travelers Exhibit F

INCOMPLETE POLICY

This notification is affixed to a policy that is missing forms and/or endorsements, including the one(s) listed below, which may have been included in the originally-issued policy. After a diligent search of company records available as of this date, we could not locate these forms and/or endorsements.

Endorsement numbering discrepancies.

Portions of the policy are illegible.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 1320 WCA

03/14/77 - 01/01/78

06/19/2025

Policy Number(s)

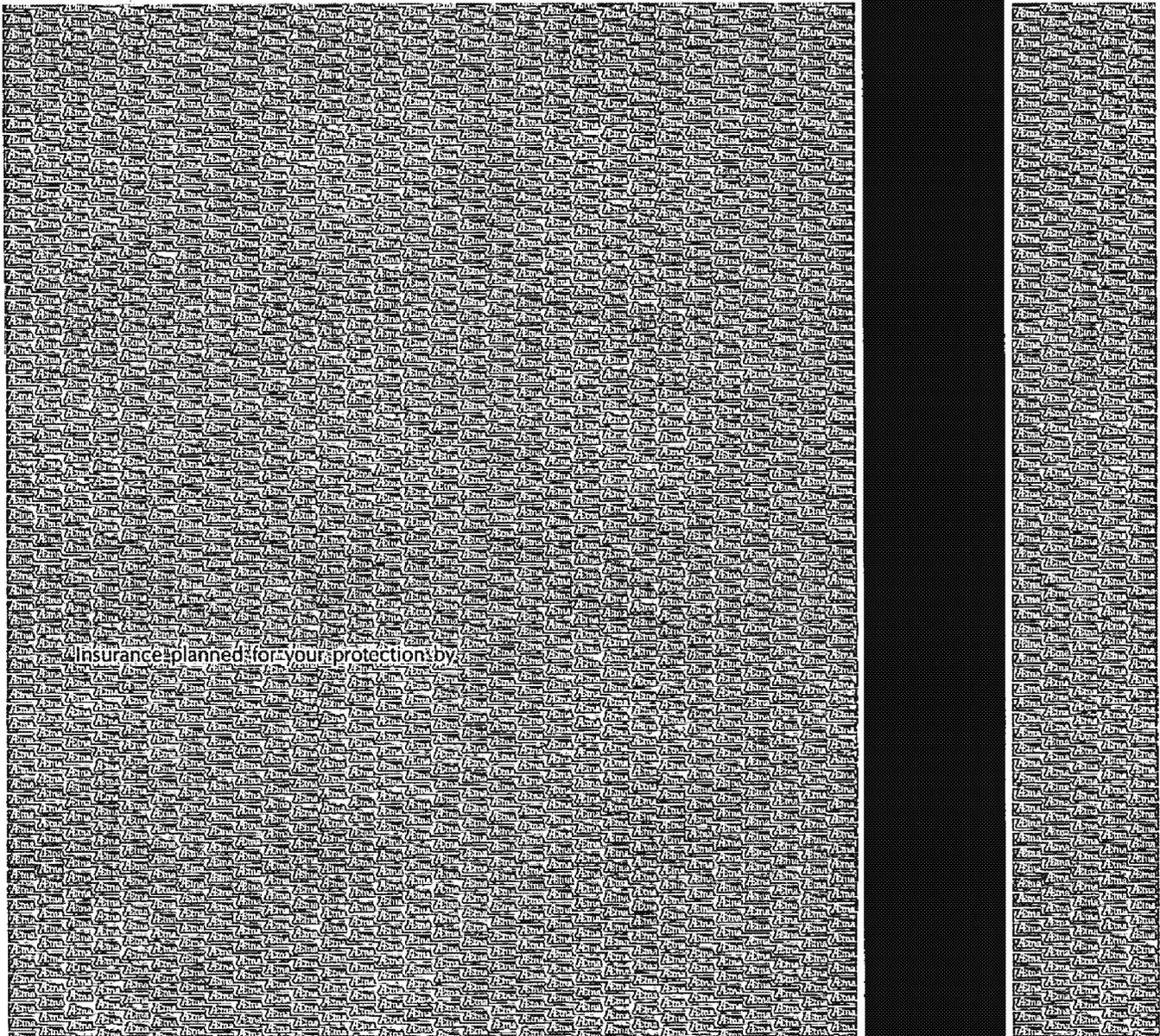
Policy Period(s)

Date



Peter J. Michalik, Director, Operations
BI Document Management

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115



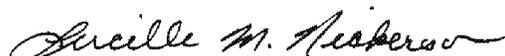
Insurance planned for your protection by

(90985) 3-70

Cat. 821829
Printed in U.S.A.

*Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Lucille M. Neabrown
Secretary


Donald E. Smyth
President

Section 2. INDEMNITY AGREEMENT

AETNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an Insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all self-insurance and all policies described in Section 3. Schedule of Underlying Self-Insurance and Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

(XN-13106-2) (1)

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it)

<u>POLICY NUMBER</u>	<u>INSURER</u>	<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>	
			<u>EACH PERSON</u>	<u>AGGREGATE</u>
	<u>LONDON & AMER. UNB.</u>	<u>EXCESS INSURANCE</u>		
	<u>MUTUAL MARINE & LONDON</u>	<u>EXCESS INSURANCE</u>	<u>\$,000,000.</u>	<u>\$,000,000.</u>
	<u>LIBERTY MUTUAL</u>	<u>EXCESS INSURANCE</u>	<u>\$,000,000.</u>	<u>\$,000,000.</u>
	<u>LIBERTY MUTUAL</u>	<u>CONTROLLING INSURANCE EXCESS INSURANCE</u>	<u>\$,000,000.</u>	<u>\$,000,000.</u>

This schedule applies to the above policies and any renewals or replacements thereof.

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1, with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. M. ...
Secretary

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aina Casualty and Surety Company
Hartford, Connecticut

Donald M Johnson
President

For attachment to the following policy forms:

(CA, JS, AI, CS, MP, JP, SK, GS, PS, DR, DP, DG, DB, DH, DO)

(13113 A) **NEW YORK EXCEPTION** - This endorsement does not apply under any Automobile Liability coverage, to injury, sickness, disease, death or destruction arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile principally garaged in the state of New York.

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Countersigned by _____
(Authorized Representative)

**EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)**

It is agreed that such insurance as is afforded by the PERSONAL INJURY LIABILITY coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	SI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Countersigned by _____
(Authorized Representative)

(XN-13105-6)

AGENCY/ BROKER		CODE	OFFICE CODE		C/S CODE		TYPE		BUSINESS		POLICY EXPIRY DATE			
STAT PLAN	TERRITORY	STATE	RATE	UH	PC	MED	DR REC	LINE DESIG	FORM OR CLASS	DISC	PREMIUM	EXPOSURE	CABS ID	ACCOUNT NUMBER
														END OF FORM

NAMED INSURED

IT IS AGREED THAT DECLARATION I NAMED INSURED IS TO READ AS FOLLOWS:

HOPEMAN BROTHERS, INC.,
 HOPEMAN BROTHERS (CANADA) LTD.,
 WAYNE DATA CORP.,
 HOPEMAN MEMORIAL FUND, INC.,
 WAYNE MANUFACTURING CORP.,
 HOPEMAN MANUFACTURING CORP.,
 ROYSTON MANUFACTURING CORP.,
 CARTERET MANUFACTURING CORP.,
 A.W. HOPEMAN & SONS, CO.,
 AND/OR SUBSIDIARY, BRANCH, FINANCIALLY CONTROLLED, AFFILIATED AND
 MANAGED COMPANIES AND/OR CORPORATIONS AS NOW OR HEREAFTER
 CONSTITUTED, AND/OR ASSOCIATIONS OR TRUSTEESHIPS SPONSORED BY
 THE INSURED IN THE CONDUCT OF ITS BUSINESS.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	FD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____
 (Authorized Representative)

AGENCY/BROKER		CODE	NAME		C	PAYMENT	TAX	TYPE	LINE	FORM	CLASS	DISC	PREMIUM	EXPOSURE	CABS ID	ACCOUNT NUMBER	POLICY EXPIRY DATE	
COUNTERSIGNING CODES		OFFICE CODE	C S CODE															
STAT PLAN	TERRITORY	STATE	RATE	LI	PD	MED	DR REC	LINE DESIG	FORM OR CLASS	DISC	PREMIUM	EXPOSURE	CABS ID	ACCOUNT NUMBER				

EXCLUSION - ENGINEERS, ARCHITECT OR SURVEYORS PROFESSIONAL LIABILITY

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS ARISING OUT OF ANY PROFESSIONAL SERVICES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, INCLUDING

- (1) THE PREPARATION OR APPROVAL OF MAPS, PLANS, OPINIONS, REPORTS, SURVEYS, DESIGNS, OR SPECIFICATIONS, AND
- (2) SUPERVISORY, INSPECTION OR ENGINEERING SERVICE.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	2
Named Insured			
Additional Premium \$	Return Premium \$	BI	PO
		in Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
 Hartford, Connecticut

Counterigned by _____
 (Authorized Representative)

AGENCY / BROKER		CODE		NAME		C/C/MS		PAYMENT		TAX/DIST.		TRANSACTION TYPE		LIFE OF BUSINESS		POLICY NO.		INITIALS	
COUNTERSIGNING CODES		C/S OFFICE		C/S CODE		C/S COMM.				E		BY		9		POLICY DATE		LIVE DATE	
STAY PLAN	TERRITORY	LIMITS OF LIABILITY			DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL ID	ACCOUNT NUMBER					
9	45	00					3778												
																	END'T FORM NO.		

NAMED INSURED AMENDED

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO INCLUDE THE FOLLOWING:

NAME INSURED
HOPKIN MEMORIAL FUND INC.
HOPKIN SUPPLY CORP.

CONTROL

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective **3/14/77** Policy No **0128 1320 WCA** Endorsement No. **9**
 Named Insured **HOPKIN BROTHERS INC.**
 Additional Premium \$ _____ Return Premium \$ _____
 In Advance \$ _____
 1st Anniv \$ _____
 2nd Anniv \$ _____

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____
 (Authorized Representative)

AGENCY / BROKER	CODE	NAME	COMM.	PAYMENT	TAX DIST.	REINSTATEMENT	LINE OF BUSINESS	CAP	IN	POLICY DT.	DATE	CLASS		
	1000	F.S. JAMES					E	ET		3/14/77				
COUNTERSIGNING CODES	C'S OFFICE	C'S CODE	C'S COMM.							POLICY DT.	DATE	CLASS		
										3/14/77				
STAT. PLAN	TERRITORY	LIMITS OF LIABILITY			DR. REC.	LINE DESIG.	FORM OR CLASS	COMB.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL TO	ACCOUNT NUMBER
9	NC	BI	PD	MED			9778							
														END'T FORM NO.

ADDRESS AMENDED

IT IS AGREED THAT THE MAILING ADDRESS OF THE NAMED INSURED IS AMENDED TO READ AS FOLLOWS:

F. O. BOX 820
WAYNES BORO, VIRGINIA 22986

RECEIVED
DEC 1977
CONTROL

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective **3/14/77** Policy No. **0126 1320 WCA** Endorsement No. _____
 Named Insured **HOPEMAN BROTHERS INC.**
 Additional Premium \$ _____ Return Premium \$ _____ BI _____ PD _____
 In Advance \$ _____
 1st Anniv. \$ _____
 2nd Anniv. \$ _____

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____
 (Authorized Representative)

Travelers Exhibit G

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Page 1



UMBRELLA EXCESS
LIABILITY POLICY

DECLARATIONS

POLICY NO	TD/CD	SALES OFFICE	CODE	SALES REPRESENTATIVE	CODE	R/R	1ST YEAR
LEI- 121-010461-317	33/3	Lynbrook	220	Champagne	7541	2	74

Item 1 Named Insured Hopeman Brothers, Inc. and as per Endorsement No. 1

Address c/o Fred S. James & Co., 1000 Sibley Tower, Rochester, NY 14604

Additional Named Insureds:

and: Any other business organization while any of the foregoing named insureds owns an interest therein of more than fifty percent (50%) during the policy period.

Item 2 Policy Period: From MO. DAY YR. to MO. DAY YR.
1 1 77 to 1 1 78
12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3 Limits of Liability: The limits of the company's liability under this policy are as stated herein, subject to all of the terms of this policy having reference thereto.

Each occurrence	\$ 5,000,000
Aggregate products — completed operations	\$ 5,000,000
Aggregate property damage	\$ 5,000,000
Aggregate advertising injury or damage	\$ 5,000,000
Aggregate occupational disease	\$ 5,000,000

Item 4 The insured's retention is \$ 25,000

Item 5 Computation of Premium

EXPOSURE BASIS	CODE NO.	ESTIMATED ANNUAL EXPOSURE	RATE	ESTIMATED ANNUAL PREMIUM (\$24)
Per \$100 Unlimited Payroll	99935	825,000 (GA) 8,175,000 (A/O)	.50 3.53	4,125 288,578
Minimum Premium	293,036	Minimum	Premium	293,036
The premium for this policy is payable \$		in advance, \$		on first anniversary and
\$		on second anniversary.		

Audit Basis: At Expiration Annual Semi-Annual Quarterly Monthly Flat Charge

Item 6 Underlying Insurers	Underlying Policies	Limits of Liability		
		Each Person	Each Occurrence	Aggregate
	Policy Number and Type			
	See Schedule			
	BI PD			
	BI PD			

This policy, including all endorsements issued therewith, is hereby countersigned by _____
Authorized Representative

Work Units	Type	CP	Audit Basis	Periodic Payment	Pol. H. G.	Home State	Renewal of
1 2	2-18-77	1	1	5	<input type="checkbox"/> - 5	VA	LEI- 314

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ITEM 6 EXTENSION SCHEDULE

Underlying Insurers	Underlying Policies	Limits of Liability		
		Each Person	Each Occurrence	Aggregate
Liberty Mutual	Workmen's Compensation WC1-121-010461-177	BI PD	Cov. B	500,000
	Workmen's Compensation WC2-121-010461-307	BI PD	Cov. B	500,000
	General Liability LG1-121-010461-187	BI PD	500,000	500,000 250,000
	General Liability LG1-121-010461-157	BI PD	500,000	500,000 250,000
	Automobile AE1-121-010461-167	BI PD	200,000	500,000 100,000
		BI PD		
	Owners' & Contractors' Protective Liability LX1-121-010461-387	BI PD		
	in name of:	BI PD		
	Kaiser Aluminum & Chemical Sales, Inc.	BI PD		
	Avondale Shipyards, Inc.	BI PD		
	El Paso Columbia Tanker Company	BI PD		
	El Paso Savannah Tanker Company	BI PD	500,000	250,000
	El Paso Cove Point Tanker Company	BI PD		
		BI PD		
	Travelers Ins. Co.,	Automobile #650-119B079-3IND-74 (Wayne Mfg. Corp.)	BI PD	200,000
		BI PD		

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Page 3 UMBRELLA EXCESS LIABILITY

JCY

THIS POLICY

CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE — EXCESS LIABILITY

The company will pay on behalf of the insured all sums in excess of the retained limit which the insured shall become legally obligated to pay, or with the consent of the company, agrees to pay, as damages, direct or consequential, because of:

- (a) personal injury,
- (b) property damage, or
- (c) advertising injury or damage

with respect to which this policy applies and caused by an occurrence.

This policy does not apply:

- (a) to personal injury or property damage occurring away from premises owned, rented or controlled by the named insured and arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft or watercraft owned by the named insured or hired by or on behalf of the named insured for a period of thirty days or more;
- (b) to personal injury or property damage for which liability is assumed under any contract or agreement, if such injury or damage is due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) to (1) any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation, or disability benefits law, or under any similar law, (2) any employee, as an insured, with respect to personal injury to another employee of the same employer, or (3) any liability with respect to bodily injury of any employee of the insured arising out of and in the course of his employment by the insured, if such liability is assumed by the insured under a contract or agreement made with or for the benefit of such employee;
- (d) to (1) property damage to property of any kind owned, or to aircraft hired for a period of thirty days or more, by the insured or by any named insured, or (2) liability for property damage to other property rented to, used by or in the care, custody or control of the insured or any named insured, or as to which either of such insureds is exercising physical control, if such liability is in excess of the insured's common law or statutory liability therefor and is assumed under any contract or agreement other than a sidetrack agreement or agreement relating to the use of elevators or escalators;
- (e) with respect to premises alienated by the named insured, work performed by or on behalf of the named insured or the insured's products,
 - (1) to any property damage to such premises, work or products which arises out of any part or portion thereof or out of any materials, parts or equipment furnished in connection therewith;

- (2) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (i) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (ii) the failure of the insured's products or such work to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but part (2) of exclusion (e) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or such work after such products or work have been put to use by any person or organization other than an insured;

- (3) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of such products or work or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (f) to advertising injury or damage claimed for failure to perform any contract or by reason of a mistake in the advertised price or an incorrect description of any article or commodity;
- (g) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is both sudden and accidental.

INVESTIGATION, DEFENSE, SETTLEMENT, ASSISTANCE AND COOPERATION

H

With respect to personal injury, property damage or advertising injury or damage covered under this policy (or which would be covered but for the insured's retention as stated in the declarations), but not covered under any underlying policy or any other insurance, the company will

- (1) defend any suit against the insured seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;
- (2) pay all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (3) pay all premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit

for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of any vehicle to which this policy applies, but the company shall have no obligation to apply for or furnish any such bonds;

- (4) pay all reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day;

and the amounts so incurred, except settlement of claims and suits, are not subject to the insured's retention as stated in the declarations and are payable by the company in addition to the applicable limit of liability of this policy.

The insured agrees to reimburse the company promptly for amounts paid in settlement of claims or suits to the extent that such amounts are within the insured's retention as stated in the declarations.

The named insured agrees to arrange for the investigation, defense or settlement of any such claim or suit in any country where the company may be prevented by law from carrying out this agreement. The company will pay defense expenses incurred with its written consent in addition to its applicable limit of liability under this policy and will promptly reimburse the named insured for its proper share, subject to its applicable limit of liability under this policy, of any settlement above the retained limit made with the company's written consent.

The company shall have the right to associate at its own expense with the insured or any underlying insurer in the investigation, defense or settlement of any claim or suit which in the company's opinion may require payment hereunder. The insured, at the company's request shall assist and cooperate in every way with respect to the handling of all claims or suits and the enforcement of all rights of salvage, contribution or indemnity that may affect the company's obligations under this policy.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (1) The named insured and any executive officer, director, stockholder, partner or employee of the named insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the named insured, but not with respect to the operation of any vehicle owned by such person or organization;
- (2) with respect to premises of the named insured or operations by or on behalf of the named insured, any person, organization, trustee or estate for whom the named insured must, by written agreement, provide liability insurance, but not for more or broader insurance than such agreement requires;
- (3) any additional insured (not a named insured under this policy) included in an underlying policy, but not for broader coverage than is available to such additional insured under the underlying policy;
- (4) any person while using with the named insured's permission any vehicle for which insurance is provided to the named insured hereunder, and any person or organization legally responsible for the use thereof, except:
(a) a person or organization, or an agent or employee thereof, operating a vehicle manufacturing or repair shop, hangar, public garage, shipyard, livery, sales agency, service station, public airport, public parking place, marina or boat yard, with respect to any occurrence arising out of the operation thereof;
(b) the owner of any such vehicle or any employee of such owner. This subdivision (b) shall not apply if it restricts the insurance granted under subdivision (3) above.

This policy applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

LIMITS OF LIABILITY

IV

Regardless of the number of insureds under this policy or the number of persons or organizations who sustain personal injury, property damage or advertising injury or damage, the company's liability is limited as follows:

Each Occurrence — The limit of liability stated in the declarations as applicable to "each occurrence" is the limit of the company's liability for all damages, direct and consequential, because of all personal injury, property damage and advertising injury or damage sustained by one or more persons or organizations as the result of any one occurrence.

Aggregates — The limits of liability stated in the declarations as (a) "aggregate products-completed operations", (b) "aggregate property damage", (c) "aggregate advertising injury or damage" and (d) "aggregate occupational disease" are, respectively, the total limits of the company's liability for all damages, direct and consequential, because of the following occurring during any one annual period during which this policy is in force: (a) all personal injury arising out of the products-completed operations hazard, (b) all property damage, (c) all advertising injury or damage and (d) all occupational disease sustained by employees of the named insured.

For the purpose of determining the limits of the company's liability:

- (1) all personal injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions; or
- (2) all advertising injury or damage involving one or more causes of injury, including all reproductions or repetitions thereof, regardless of the number and kind of media used;

shall be considered as the result of one and the same occurrence.

Non-Cumulation of Liability — Same Occurrence — If the same occurrence gives rise to personal injury, property damage or advertising injury or damage which occurs partly before and partly within any annual period of this policy, the each occurrence limit and the applicable aggregate limit or limits of this policy shall be reduced by the amount of each payment made by the company with respect to such occurrence, either under a previous policy or policies of which this is a replacement, or under this policy with respect to previous annual periods thereof.

DEFINITIONS

V

When used in this policy (including endorsements forming a part hereof):

"advertising injury or damage" means personal injury (other than bodily injury) and injury to intangible property sustained by a person or organization arising out of causes of injury first published in connection with the named insured's advertising activities during the policy period as the result of libel, slander, defamation, piracy, infringement of copyrights, invasion of the right of privacy or any negligent act, error or omission in the use of advertising or merchandising ideas.

"annual period" means the twelve month period following the effective date or any anniversary thereof falling within the policy period, or if the time between any such date and the termination of this policy is less than twelve months, such lesser period.

"bodily injury" includes sickness or disease and death resulting at any time therefrom.

"defense expenses" means all reasonable expenses (other than the amount of any settlement) incurred by the named insured in discharging the named insured's obligations under Section II with respect to the investigation, defense or settlement of claims or suits, except (1) salaries of salaried employees of the named insured, and (2) any such expenses payable under an underlying policy or any other valid and collectible insurance.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage.

"insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name.

"named insured" means the person or organization named in Item 1 of the declarations of this policy.

"occurrence" means injurious exposure to conditions, which results in personal injury, property damage or advertising injury or damage neither expected nor intended from the standpoint of the insured.

"personal injury" means personal injury or bodily injury which occurs during the policy period sustained by a natural person, but excluding any such injury included within the definition of advertising injury or damage.

"products-completed operations hazard" means (1) the insured's products, if the personal injury or property damage occurs after possession thereof has been relinquished to others, and (2) operations performed by or on behalf of the named insured (wherever performed and whether or not involving the insured's products), if the personal injury or property damage occurs after such operations have been completed or abandoned. Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period, or (3) injury to intangible property which occurs during the policy period sustained by an organization as a result of false eviction, malicious prosecution, libel, slander or defamation, but excluding any such damage included within the definition of advertising injury or damage.

"retained limit" means as to each occurrence with respect to which insurance is afforded under this policy:

- (1) if an underlying policy is also applicable or would be applicable but for breach of policy conditions; the relevant "each person", "each accident", "each occurrence" or similar limit of liability stated therein (less any reduction thereof by reason of an over-riding aggregate limit of liability) plus all amounts payable under other insurance, if any;
- (2) if any underlying policy otherwise applicable is inapplicable by reason of exhaustion of an aggregate limit of liability: all amounts payable under other insurance, if any; or
- (3) if neither paragraphs (1) or (2) above apply and
 - (a) the insured has other insurance: all amounts payable under such other insurance, but in no event less than the amount stated in the declarations as the insured's retention, or
 - (b) the insured has no other insurance; the amount stated in the declarations as the insured's retention.

For the purpose of determining the retained limit, "other insurance" means any other valid and collectible insurance (except under an underlying policy) which is available to the insured, or would be available to the insured in the absence of this policy, it being the intention that this policy shall not apply under or contribute with such other insurance unless the company's agreement thereto is endorsed hereon.

"underlying policy" } mean, respectively, a policy listed as an
"underlying insurer" } underlying policy in the declarations and the insurer or insurers subscribing such a policy.

CONDITIONS

1 Premium The premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the premium rate and exposure basis stated in the declarations.

2 Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Notice of Occurrence Whenever the insured has information from which it may reasonably conclude that an occurrence has taken place which might involve this policy, notice shall be sent to the company or any of its authorized agents as soon as practicable.

Appeals In the event the insured or the insured's underlying insurers elect not to appeal a judgment which appears to the company as likely to involve payment under this policy, the company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs, disbursements and interest incidental to the appeal, but in no event shall the liability of the company for any one occurrence exceed the limit of liability set forth in Section IV plus such incidental costs, disbursements and interest.

Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. Any amounts so recovered shall be apportioned as follows:

Any interest (including the insured) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Maintenance of Underlying Policies The named insured shall maintain the underlying policies with limits of liability as stated in Item 6 of the declarations and renewals thereof in full effect during this policy period, except for any reduction or exhaustion of

the aggregate limit or limits contained in such policies solely by payment of claims arising out of occurrences which happen during this policy period. Failure of the named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the named insured complied therewith.

The named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying policy, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

10 **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the

company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

11 **First Named Insured** The first insured named in Item 1 of the declarations shall be responsible for payment of all premiums, and is authorized to act on behalf of all other insureds and named insureds with respect to giving and receiving notice of cancellation and to receiving any return premium or dividends that may become payable under this policy.

12 **Declarations** By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

13 **Mutual Policy Conditions** This policy is nonassessable. The policyholder is a member of the company and shall participate to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman
SECRETARY

Melvin B. Bradshaw
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;
"nuclear material" means source material, special nuclear material or byproduct material;
"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
"nuclear facility" means
(a) any nuclear reactor,
(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

Bruce E. Doorman SECRETARY

Melvin B. Bradshaw PRESIDENT

A0009 G320 10/1/66

H78940000-ICAD-000107.008

Page 8

Name of Insured Endorsement - Item 1

Hopeman Brothers, Inc., Hopeman Brothers Canada (Ltd.), Hopeman Manufacturing Corp., Wayne Manufacturing Corp., Royston Manufacturing Corp., Wayne Data Corporations, Hopeman Memorial Fund, Inc. and Carteret Manufacturing Corporation

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-317
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Bowman Secretary *Malcolm S. Goodwin* President

Work Units 1 -

Countersigned by Authorized Representative

Issued Sales Office and No. End. Serial No. 1

Confidential

AMENDATORY ENDORSEMENT - OTHER INSURANCE

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

For attachment to Policy or Bond No. LE1-121-010461-317

Audit Basis

Issued to

Expiration Date

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Blair E. Doorman
SECRETARY

Malcolm B. Goodwin
PRESIDENT

Work Units 1 -

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End Serial No 2

Confidential

Amendatory Endorsement

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-317
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Doorman *Malcolm S. Goodwin*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 3

NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 60 days after written notice of such cancelation or reduction has been mailed to

<u>Name</u>	<u>Address</u>
Hopeman Brothers	c/o Fred S. James & Company 1000 Sibley Tower Rochester, NY 14604

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
 Effective Date
 Expiration Date
 For attachment to Policy or Bond No. LE1-121-010461-317
 Audit Basis
 Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Rosa E. Bowman SECRETARY *Malvin B. Goldstein* PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 4

2252 ED. 1
Printed in U.S.A.

Confidential

AMENDATORY ENDORSEMENT
(Umbrella Excess Policy)

It is agreed that none of the exclusions of the policy apply to personal injury, property damage or advertising injury or damage with respect to which insurance is afforded on a primary basis by an underlying policy, or would be furnished thereunder except for the sole reason that its applicable aggregate limit of liability has been exhausted.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
For attachment to Policy or Bond No. LE1-121-010461-317
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Doonan *Melvin S. Bradshaw*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

L-G 3017

Issued

Sales Office and No.

End. Serial No. 8

Confidential

Travelers Exhibit H

CERTIFIED POLICY

This certification is affixed to a policy which is a true and accurate copy of the document in the company's business records as of the date shown below.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 1621 WCA

01/01/78 - 01/01/79

06/19/2025

Policy Number(s)

Policy Period(s)

Date



Peter J. Michalik, Director, Operations
BI Document Management

EXCESS OVERLAYER INDEMNITY POLICY

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115
(a stock insurance company, herein called "Aetna Casualty")

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agrees with the Insured named in the declarations as follows:

POLICY NO. _____

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

POLICY PERIOD:

From _____ To _____
12:01 A.M. standard time at the address of Insured

PREMIUM:

Flat charge

Adjustable at a rate of

_____ per \$ _____ of _____

Minimum Premium _____

Total Advance Premium _____

3 Year Policy Installments

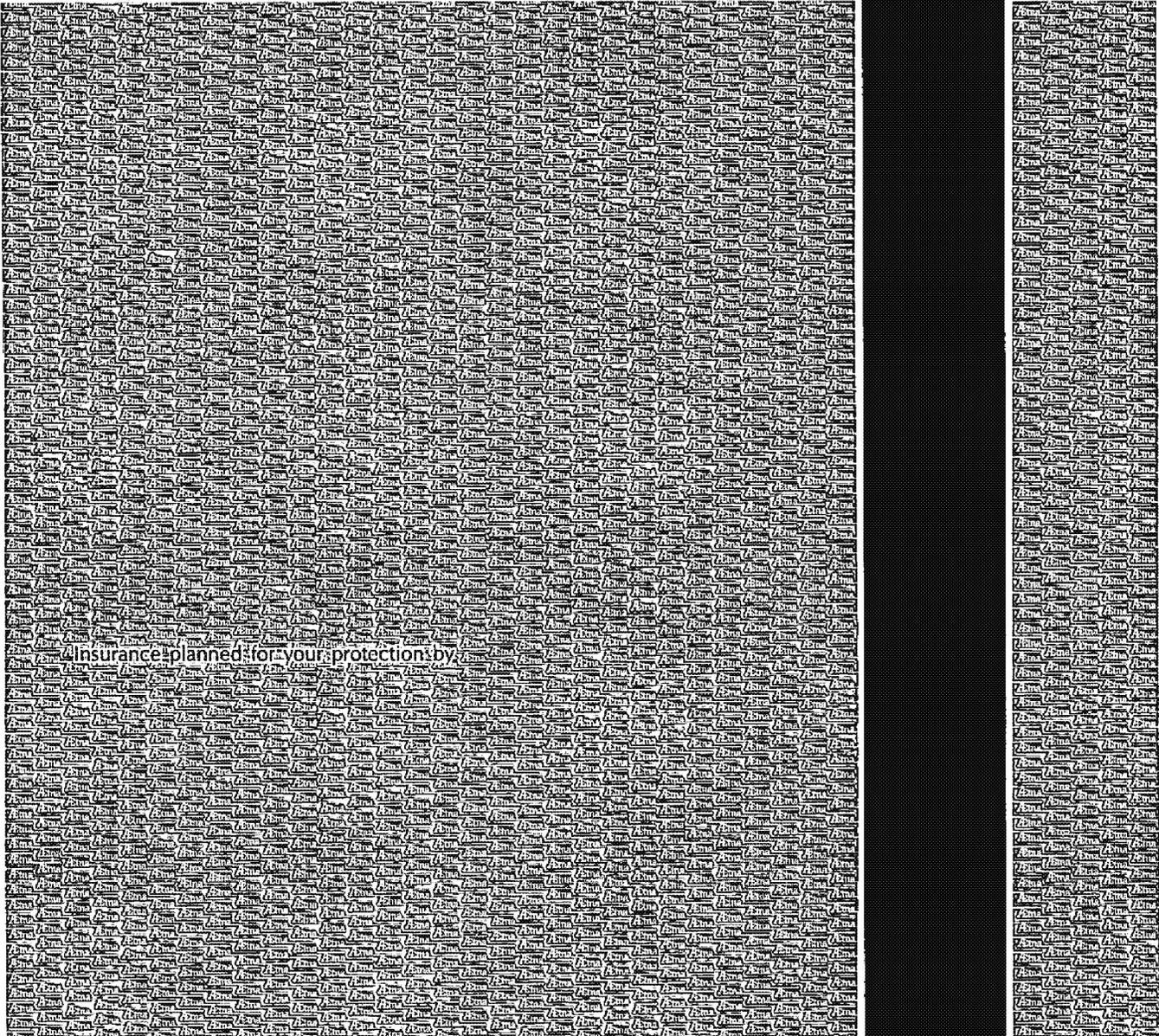
1st Anniversary _____

2nd Anniversary _____

LIMITS OF LIABILITY:

ENDORSEMENTS: 1. Broad Form Nuclear Energy Exclusion, Form No. 13113-A

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

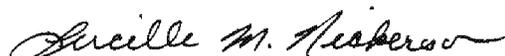


(90985) 3-70

Cat. 821829
Printed in U.S.A.

*Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Lucille M. Neabrown
Secretary


Donald E. Smyth
President

Section 2. INDEMNITY AGREEMENT

AETNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an Insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all self-insurance and all policies described in Section 3. Schedule of Underlying Self-Insurance and Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of policies listed is excess of all policies listed below.)

POLICY NUMBER	INSURER	COVERAGE	LIMITS OF LIABILITY		
			EACH PERSON	EACH OCCURRENCE	AGGREGATE
		<u>EXCESS</u>			
TED	LONDON	EXCESS INDEMNITY	---	15,000,000	15,000,000
TED	MUTUAL MARINE & LONDON	EXCESS INDEMNITY	---	5,000,000	5,000,000
TED	LIBERTY MUTUAL	UMBRELLA LIABILITY	---	5,000,000	5,000,000

PRIMARY

PER SCHEDULE OF UNDERLYING INSURANCE AS SHOWN IN POLICY NO. TED ISSUED BY LIBERTY MUTUAL

TED LIBERTY MUTUAL CONTROLLING INSURANCE UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof.

(24-13106-2) (2)

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

<u>POLICY NUMBER</u>	<u>INSURER</u>	<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>		
			<u>EACH PERSON</u>	<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
TED	GRANITE STATE & HIGHLANDS	EXCESS INDEMNITY	-	5,000,000	5,000,000
TED	LONDON	EXCESS INDEMNITY	-	25,000,000	25,000,000
TED	NORTHBROOK	EXCESS INDEMNITY	-	5,000,000	5,000,000
TED	GRANITE STATE	EXCESS INDEMNITY	-	5,000,000	5,000,000
TED	VARIOUS	EXCESS INDEMNITY	-	5,000,000	5,000,000
TED	VARIOUS	EXCESS INDEMNITY	-	4,000,000	4,000,000
TED	NORTHBROOK	UMBRELLA LIABILITY	-	1,000,000	1,000,000

PRIMARY

AS PER SCHEDULE OF UNDERLYING INSURANCE AS SHOWN IN POLICY NO. TED ISSUED BY NORTHBROOK.

TED NORTHBROOK **CONTROLLING INSURANCE
UMBRELLA LIABILITY**

This schedule applies to the above policies and any renewals or replacements thereof

(04-13105-2) (2)

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1, with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. M. ...
Secretary

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

Donald M. Johnson
President.

For attachment to the following policy forms:

(CA, JS, AL, CS, MP, JP, SK, GS, PS, DR, DP, DG, DB, DH, DO)

(13113-A)

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$
The Aetna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut		Countersigned by _____ (Authorized Representative)	

KX-13106-4

PRINTED IN U.S.A.

**EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)**

It is agreed that such insurance as is afforded by the PERSONAL INJURY LIABILITY coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	3
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv \$	\$
		2nd Anniv \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

(08-13106-6)

EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)

It is agreed that such insurance as is afforded by the personal injury liability coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

The endorsements, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.
Personal Injured	Personal Protection 3	BI
Additional Personal 1		PD
		In Advance \$
		1st Annu. \$
		2nd Annu. \$

The Ethna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

10-12106-6

Continued by _____
Authorized Representative

AGENCY		OFFICE		NAME		COMM		PAYMENT		TABLE		TRANSACTIONS		LINE OF BUSINESS		POLICY TYPE	
PERSONAL CODES		EFFECTIVE DATE		EFFECTIVE DATE		EFFECTIVE DATE		EFFECTIVE DATE		EFFECTIVE DATE		EFFECTIVE DATE		EFFECTIVE DATE		EFFECTIVE DATE	
STATE	TERRITORY	CLASSIFICATION	LIABILITY	INSURANCE	LINE	NUMBER	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS
PLAN	STATE	STATE	STATE	STATE	STATE	STATE	STATE	STATE	STATE	STATE	STATE	STATE	STATE	STATE	STATE	STATE	STATE

EXCESS OVERLAYER-INDEMNITY POLICY

(AIRCRAFT PRODUCTS LIABILITY EXCLUSION)

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS AS RESPECTS AIRCRAFT PRODUCTS. AIRCRAFT PRODUCTS MEANS AIRCRAFT (INCLUDING MISSILES, SPACECRAFT AND/OR ANY GROUND SUPPORT OR CONTROL EQUIPMENT USED THEREWITH) AND/OR ANY ARTICLE FURNISHED BY THE INSURED, INSTALLED IN AIRCRAFT AND/OR SPARE PARTS FOR AIRCRAFT INCLUDING GROUND HANDLING TOOLS AND EQUIPMENT AND ALSO MEANS TRAINING AIDS, INSTRUCTIONS, MANUAL BLUE PRINTS, ENGINEERING OR OTHER ADVICE.

This endorsement issued to one of the below named companies is this part of the policy which is attached hereto and is to be read in conjunction with the policy and any other endorsement attached hereto.

The information below is required only when this endorsement is used subsequent to the original policy.

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Retain Premium \$	BI	PS
SPECIAL NO. 4		In Advance \$	\$
		1st Anniversary \$	\$
		2nd Anniversary \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____
 (Authorized Representative)

AGENCY BROKER	CODE	NAME	COMM	PAYMENT	TAXES	TRANSACT TYPE	DATE	STATUS	CLASS	FORM NO.	ENDORSEMENT NO.
						E					
STAT PLAN	TERRITORY STATE	LIMITS RATE	LIABILITY BI PD MED	OR REF	LINE DESIGN	FORM OR CLASS	COMP	CELL	DESK	PREM	NO.

EXCESS OVERLAYED INDEMNITY POLICY

(EXCLUSION-ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY)

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS ARISING OUT OF ANY PROFESSIONAL SERVICES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, INCLUDING

- (1) THE PREPARATION OR APPROVAL OF MAPS, PLANS, OPINIONS, REPORTS, SURVEYS, DESIGNS OR SPECIFICATIONS, AND
- (2) SUPERVISORY, INSPECTION OR ENGINEERING SERVICES.

This endorsement, issued by one of the below named companies, forms a part of the policy to which it is attached, and is subject to the terms, coverages, conditions, exclusions, and limitations of the policy unless otherwise stated herein.

(The information below is required only when the endorsement is used for requirements specified in the policy.)

Endorsement effective Policy No. Endorsement No. **5**
 Named Insured
 Additional Premium \$ Retain Premium \$ BI PD
Per Month \$ \$
Per Year \$ \$

SPECIAL NO. 5

**The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut**

Counter-signed by Authorized Representative

AGENCY BROKER	CODE	NAME	COMM	PAYMENT	TAX DIST	TRANSACTION TYPE	LINE NO.	DATE TYPED AND INITIALS				
EXCESS OVERLAYER POLICY		P.O. OFFICE	C.S. CODE	COMM		E						
STATE PLANS	TERRITORY STATE	LIMITS OF LIABILITY BI PD MED.			DR. REC.	LINE DESCR.	FORM OR CLASS	COMP. DED.	USE	PREM. M.	EXPIRES	EX. NO.

**EXCESS OVERLAYER INDEMNITY POLICY
(LIMITATION OF COVERAGE - FINANCIAL INSTITUTIONS)**

IT IS AGREED THAT THE POLICY DOES NOT APPLY:

- A. WITH RESPECT TO PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL, TO PROPERTY DAMAGE TO MONEY, CURRENCY, COIN, BULLION, PRECIOUS METALS OF ALL KINDS AND IN WHATSOEVER FORM AND ARTICLES MADE THEREFROM, GEMS, PRECIOUS AND SEMI-PRECIOUS STONES, CERTIFICATES OF STOCK, BONDS, COUPONS AND ALL OTHER FORMS OF SECURITIES, BILLS OF LADING, WAREHOUSE RECEIPTS, CHEQUES, DRAFTS, MONEY ORDERS, STAMPS, INSURANCE POLICIES AND OTHER NEGOTIABLE (REAL OR PERSONAL) OR INTERESTS THEREIN, AND ALL OTHER DOCUMENTS, VALUABLES AND THE LIKE, IN WHICH THE INSURED IS INTERESTED OR THE CUSTODY OF WHICH THE INSURED HAS UNDERTAKEN EITHER GRATUITOUSLY OR OTHERWISE AND WHETHER LEGALLY LIABLE THEREFOR OR NOT;
- B. TO PROPERTY DAMAGE TO ANY PROPERTY IN WHICH THE INSURED IS INTERESTED IN HIS CAPACITY AS TRUSTEE, EXECUTOR, ADMINISTRATOR, RECEIVER OR OTHER FIDUCIARY;
- C. TO DAMAGES BECAUSE OF ERROR OR ACCIDENTAL OMISSION OF THE INSURED OR OF ANY PERSON FOR WHOSE ACTS THE INSURED IS LEGALLY LIABLE WHILE ACTING AS A MANAGER OF REAL PROPERTY, A MORTGAGEE, OR IN THE CAPACITY OF A TRUSTEE, EXECUTOR, ADMINISTRATOR, GUARDIAN OR IN ANY OTHER REPRESENTATIVE OR FIDUCIARY CAPACITY;
- D. TO PROPERTY DAMAGE TO OR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF ANY BUILDING:
 - (1) IN WHICH THE INSURED HOLDS A SECURITY INTEREST BECAUSE OF LOANS MADE IN CONNECTION WITH THE CONSTRUCTION THEREOF, OR
 - (2) THE CONSTRUCTION OF WHICH THE INSURED HAS OTHERWISE FINANCED.

This endorsement, issued by one of the below named companies, forms a part of the policy which it is attached to, and is subject to the terms, conditions and exclusions of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is used on a separate prepared policy.)

Endorsement effective	Policy No.	Endorsement No.	6
Named Insured			
Additional Premium \$	Return Premium \$	BI	PP
		In Advance \$	\$
		1st Annu. \$	\$
		2nd Annu. \$	\$

SPECIAL NO. 6

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Countersigned by _____
Authorized Representative

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AGENCY	CODE	NAME	CLASS	PAYMENT	TAX DIST	TRANSACTION	LINE	DATE	DESCRIPTION	STATE	TYPE	
						E						
STATE	TERRITORY	LIMITS OF LIABILITY			DR. REC.	LINE DESIGN.	FORM OR CLASS	COMP.	CELL.	INDIC.	PREMIUM	TAX IS. R.
		B	PO	MED.								

**EXCESS OVERLAYER INDEMNITY POLICY
(LIMITATION OF COVERAGE - INSURANCE COMPANY)**

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS:

- (1) TO ANY OBLIGATION ASSUMED BY AN INSURED OR ANY EMPLOYEE OR AGENT OF AN INSURED UNDER ANY INSURANCE BINDER OR CONTRACT OF INSURANCE, SURETYSHIP, OR REINSURANCE;
- (2) TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF ERRORS OR OMISSIONS IN WRITING OR FAILING TO WRITE, CONTINUE OR RENEW ANY CONTRACT OF INSURANCE, SURETYSHIP OR REINSURANCE;
- (3) TO DAMAGES ARISING OUT OF THE SETTLEMENT OF OR FAILURE TO SETTLE ANY CLAIMS MADE UNDER ANY CONTRACT OF INSURANCE, SURETYSHIP OR REINSURANCE.
- (4) TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RESULTING FROM THE NEGLIGENT, INADEQUATE OR INCOMPLETE PERFORMANCE OF OR FAILURE TO PERFORM INSPECTION AND ENGINEERING SERVICES INCLUDING THE MAKING OF REPORTS.

IT IS ALSO AGREED THAT ANY AGENT, BROKER OR EMPLOYEE OF THE INSURED IS NOT AN INSURED UNDER THIS POLICY UNLESS COVERAGE THEREFOR IS AVAILABLE UNDER A POLICY OF UNDERLYING INSURANCE LISTED IN SECTION I.

This endorsement, issued by one of the below named companies, forms a part of the policy to which it is attached, and is subject to the terms, coverages, conditions and exclusions of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to the preparation of policy.

Endorsement effective	Policy No.	Endorsement No.	7
Name of Insured			
Additional Premium \$	Return Premium \$	B	PI
		In Advance \$	\$
		1st Annu. \$	\$
		2nd Annu. \$	\$

SPECIAL NO. 7

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Counter-signed by _____
Authorized Representative

AGENCY		NAME		PAYMENT		TRANSACTION		LINE OF BUSINESS		DATE		TYPE	
COUNTY		CITY		AMOUNT		TYPE		CLASS		DATE		TYPE	

EXCESS OVERLAYER INDEMNITY POLICY

-CONTINUED-

"COLLAPSE HAZARD" INCLUDES "STRUCTURAL PROPERTY DAMAGE" AS DEFINED HEREIN AND PROPERTY DAMAGE TO ANY OTHER PROPERTY AT ANY TIME RESULTING THEREFROM. "STRUCTURAL PROPERTY DAMAGE" MEANS THE COLLAPSE OF OR STRUCTURAL INJURY TO ANY BUILDING OR STRUCTURE DUE TO (1) GRADING OF LAND, EXCAVATING, BORROWING, FILLING, BACKFILLING, TUNNELLING, PILE DRIVING, COFFERDAM WORK OR CAISSON WORK, (2) MOVING, SHORING, UNDERPINNING, RAISING OR DEMOLITION OF ANY BUILDING OR STRUCTURE OR REMOVAL OR REBUILDING OF ANY STRUCTURAL SUPPORT THEREOF. THE COLLAPSE HAZARD DOES NOT INCLUDE PROPERTY DAMAGE (1) ARISING OUT OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS, OR (2) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD OR THE UNDERGROUND PROPERTY DAMAGE HAZARD, OR (3) FOR WHICH LIABILITY IS ASSUMED BY THE INSURED UNDER ANY CONTRACT;

"UNDERGROUND PROPERTY DAMAGE HAZARD" INCLUDES "UNDERGROUND PROPERTY DAMAGE" AS DEFINED HEREIN AND PROPERTY DAMAGE TO ANY OTHER PROPERTY AT ANY TIME RESULTING THEREFROM. "UNDERGROUND PROPERTY DAMAGE" MEANS PROPERTY DAMAGE TO WIRES, CONDUITS, PIPES, MAINS, SEWERS, TANKS, TUNNELS, ANY SIMILAR PROPERTY, AND ANY APPARATUS IN CONNECTION THEREWITH, BENEATH THE SURFACE OF THE GROUND OR WATER, CAUSED BY AND OCCURRING DURING THE USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF GRADING LAND, PAVING, EXCAVATING, DRILLING, BORROWING, FILLING, BACKFILLING OR PILE DRIVING. THE UNDERGROUND PROPERTY DAMAGE HAZARD DOES NOT INCLUDE PROPERTY DAMAGE (1) ARISING OUT OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS, OR (2) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD, OR (3) FOR WHICH LIABILITY IS ASSUMED BY THE INSURED UNDER ANY CONTRACT.

This endorsement issued by one of the below named companies forms a part of the policy to which it is attached. It is subject to the terms, coverages, conditions, exclusions, and amounts of the policy and as otherwise stated herein.

(The information below is required only when this endorsement is attached to a separate policy.)

Enforcement effective	Policy No.	Endorsement No.	8
Name of Insured		PAGE 2 OF 2	
Additional Premium \$	Return Premium \$	BI	PD
SPECIAL NO. 8		In Advance \$	\$
		1st Annu \$	\$
		Ind Annu \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____
 (Authorized Representative)

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AGENT	TYPE	NAME	MM	PREMIUM	TAX	TRANSACTION	LINE OF	DATE	AMOUNT	IN	PAID
						E					
STATE	TERRITORY	DATE OF BIRTH	SEX	HAIR	EYES	FORM OF DEATH	PREMIUM	EXP. DATE	POLICY NO.		

EXCLUSION OF SPECIFIED INSUREDS

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS ARISING OUT OF THE FOLLOWING:

- A) THE OPERATIONS OF THE LACALLE NATIONAL BANK, EXCEPT THIS EXCLUSION SHALL NOT APPLY TO OWNERSHIP AND OPERATION OF LASALLE NATIONAL BANK BUILDING AND B.M. PALMER INC. AS BUILDING MANAGEMENT AGENTS
- B) THE OPERATIONS OF MARINE TRANSPORT LINES
- C) THE OPERATIONS OF AMERICAN STEAMSHIP COMPANY

This endorsement, issued by one of the below named companies, forms a part of the policy, which is attached, effective at the time of its issue, unless otherwise stated herein.

The information below is required only when this endorsement is used in connection with a policy of insurance.

Endorsement effective: Policy No. Indorsement No. **10**
 Named Insured: Return Premium \$ BI PI
 Additional Premium \$
 In Advance \$ \$
 For Annual \$ \$
 For Semi-Annual \$ \$

SPECIAL NO. 10

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____
 (Authorized Representative)

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Travelers Exhibit I

INCOMPLETE POLICY

This notification is affixed to a policy that is missing forms and/or endorsements, including the one(s) listed below, which may have been included in the originally-issued policy. After a diligent search of company records available as of this date, we could not locate these forms and/or endorsements.

Endorsement List is missing.

Portions of the policy are illegible.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 1622 WCA

01/01/78 - 01/01/79

06/19/2025

Policy Number(s)

Policy Period(s)

Date



Peter J. Michalik, Director, Operations
BI Document Management

EXCESS OVERLAYER INDEMNITY POLICY

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115
(a stock insurance company, herein called "Aetna Casualty")

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agrees with the Insured named in the declarations as follows:

POLICY NO. _____

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

POLICY PERIOD:

From _____ To _____
12:01 A.M. standard time at the address of Insured

PREMIUM:

Flat charge

Adjustable at a rate of

_____ per \$_____ of _____

Minimum Premium _____

Total Advance Premium _____

3 Year Policy Installments

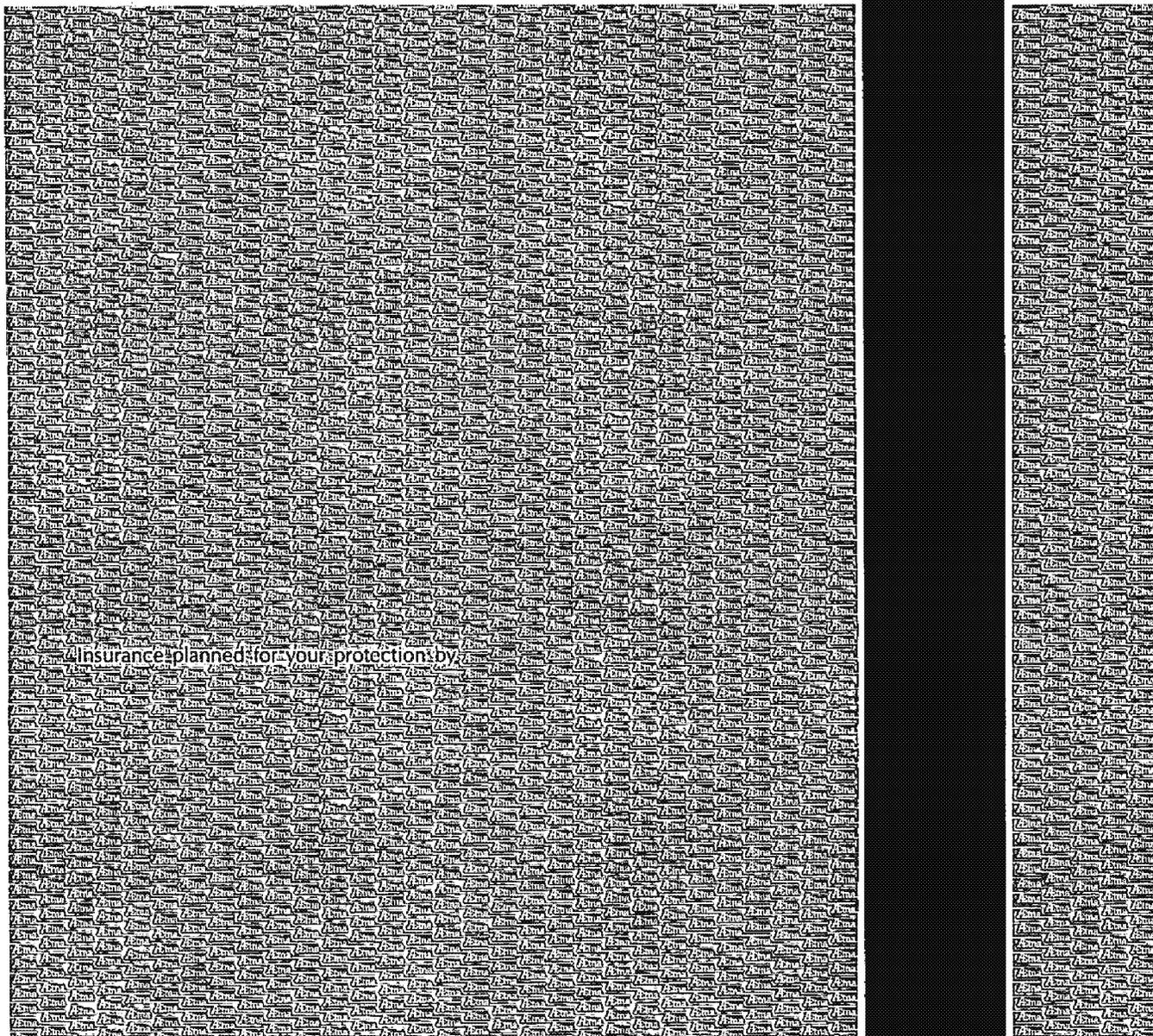
1st Anniversary _____

2nd Anniversary _____

LIMITS OF LIABILITY:

ENDORSEMENTS: 1. Broad Form Nuclear Energy Exclusion, Form No. 13113-A

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

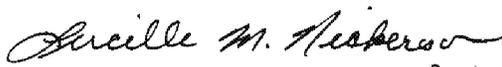


(90985) 3-70

Cat. 821829
Printed in U.S.A.

*Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

Section 2. INDEMNITY AGREEMENT

AETNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an Insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all self-insurance and all policies described in Section 3. Schedule of Underlying Self-Insurance and Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

(XN-13106-2) (1)

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1, with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. M. ...
Secretary

PLANS	TERMS	NO.	DATE	DESCRIPTION	APPLICABLE	PERMITS	LINE	FORM OR	CLASS	DESCRIPTION	PREM.	NO.	EXPIRES	NO.

UNDER ANY CONTRACT;

"COLLAPSE HAZARD" INCLUDES "STRUCTURAL PROPERTY DAMAGE" AS DEFINED HEREIN AND PROPERTY DAMAGE TO ANY OTHER PROPERTY AT ANY TIME RESULTING THEREFROM. "STRUCTURAL PROPERTY DAMAGE" MEANS THE COLLAPSE OF OR STRUCTURAL INJURY TO ANY BUILDING OR STRUCTURE DUE TO (1) GRADING OF LAND, EXCAVATING, BURROWING, FILLING, BACKFILLING, TUNNELLING, PILE DRIVING, CONCRETE WORK OR CAISSON WORK, (2) MOVING, SHORING, UNDERPINNING, RAISING OR DEMOLITION OF ANY BUILDING OR STRUCTURE OR REMOVAL OR REBUILDING OF ANY STRUCTURAL SUPPORT THEREOF. THE COLLAPSE HAZARD DOES NOT INCLUDE PROPERTY DAMAGE (1) ARISING OUT OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS, OR (2) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD OR THE UNDERGROUND PROPERTY DAMAGE HAZARD, OR (3) FOR WHICH LIABILITY IS ASSUMED BY THE INSURED UNDER ANY CONTRACT;

This endorsement issued by one of the below named companies is subject to the policy and any other policy, unless otherwise stated herein.

The information below is required information for this endorsement.

Endorsement effective
 Named Insured
 Additional Premium \$

Policy No.
 Return Premium \$

PAGE 2 OF 2

5

SPECIAL NO. 5

**The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut**

Authorized by

Authorized Representative

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Travelers Exhibit J

DECLARATIONS

**LIBERTY
MUTUAL**



**UMBRELLA EXCESS
LIABILITY POLICY**

POLICY NO	ID-CD	SALES OFFICE	CODE	SALES REPRESENTATIVE	CODE	R/R	1ST YEAR
LE1 121-010461-318	33/1	Lynbrook	220	Champagne	7541	2	74

Item 1 **Named Insured** Hopeman Brothers, Inc. and as per Endorsement No. 1

Address c/o Fred S. James & Co., 1000 Sibley Tower, Rochester, NY 14604

Additional Named Insureds:

and: Any other business organization while any of the foregoing named insureds owns an interest therein of more than fifty percent (50%) during the policy period.

Item 2 **Policy Period:** From

MO.	DAY	YR.	MO.	DAY	YR.
1	1	78	to 1	1	79

 12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3 **Limits of Liability:** The limits of the company's liability under this policy are as stated herein, subject to all of the terms of this policy having reference thereto.

Each occurrence	\$ 5,000,000
Aggregate products — completed operations	\$ 5,000,000
Aggregate property damage	\$ 5,000,000
Aggregate advertising injury or damage	\$ 5,000,000
Aggregate occupational disease	\$ 5,000,000

Item 4 The insured's retention is \$ 25,000

Item 5 **Computation of Premium**

EXPOSURE BASIS	CODE NO.	ESTIMATED ANNUAL EXPOSURE	RATE	ESTIMATED ANNUAL PREMIUM (3)
Per \$100 Unlimited Payroll	99935	1,500,000 (GA)	.50	7,500
		7,500,000 (A/O)	1.234	\$ 92,550

Annual Minimum Premium \$ 100,000 Premium Deposit \$ 100,050
25,013

The premium for this policy is payable \$ in advance, \$ on first anniversary and \$ on second anniversary.

Audit Basis: At Expiration Annual Semi Annual Quarterly Monthly Flat Charge

Item 6 Underlying Insurers	Underlying Policies	Limits of Liability		
		Each Person	Each Occurrence	Aggregate
See	Schedule	BI		
		PD		
		BI		
		PD		

This policy, including all endorsements issued therewith, is hereby countersigned by..... *R. D. Williams*.....
Authorized Representative

Work Units 1 2	Typed lc 1-10-78	Audit Basis 9	Periodic Payment \$	Pol. H. G. <input type="checkbox"/> s	Home State VA	Renewal of LE1 317
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ITEM 6 EXTENSION SCHEDULE

Underlying Insurers	Underlying Policies Policy Number and Type	Limits of Liability			
		Each Person	Each Occurrence	Aggregate	
Liberty Mutual	Workmen's Compensation WC1-121-010461-178	BI PD	Cov. B	500,000	
	Workmen's Compensation WC2-121-010461-308	BI PD	Cov. B	500,000	
	General Liability LG1-121-010461-188	BI PD	500,000 250,000	500,000 250,000	
	General Liability LG1-121-010461-158	BI PD	500,000 250,000	500,000 250,000	
	Automobile AE1-121-010461-168	BI PD	200,000 100,000	500,000	
		BI PD			
	Owners' & Contractors' Protective Liability LX1-121-010461-388	BI PD			
	in name of: Kaiser Aluminum & Chemical Sales, Inc. Avondale Shipyards, Inc.	BI PD			
	El Paso Columbia Tanker Company	BI PD			
	El Paso Savannah Tanker Company	BI	500,000		
	El Paso Cove Point Tanker Company	PD	250,000	250,000	
		BI PD			
	Travelers Ins. Co.	Automobile #650-119B079-3IND-74 (Wayne Mfg. Corp.)	BI PD	200,000 500,000 100,000	
			BI PD		
			BI PD		
		BI PD			
		BI PD			

LE1-121-010461-318

GPO 2937

UMBRELLA EXCESS LIABILITY POLICY

THIS POLICY CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE — EXCESS LIABILITY

The company will pay on behalf of the insured all sums in excess of the retained limit which the insured shall become legally obligated to pay, or with the consent of the company, agrees to pay, as damages, direct or consequential, because of:

- (a) personal injury,
(b) property damage, or
(c) advertising injury or damage

with respect to which this policy applies and caused by an occurrence.

This policy does not apply:

- (a) to personal injury or property damage occurring away from premises owned, rented or controlled by the named insured...
(b) to personal injury or property damage for which liability is assumed under any contract or agreement...
(c) to (1) any obligation for which the insured or any carrier as his insurer may be held liable...
(d) to (1) property damage to property of any kind owned, or to aircraft hired...
(e) with respect to premises alienated by the named insured, work performed by or on behalf of the named insured or the insured's products,
(1) to any property damage to such premises, work or products which arises out of any part or portion thereof...

- (2) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(i) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
(ii) the failure of the insured's products or such work to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but part (2) of exclusion (e) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or such work after such products or work have been put to use by any person or organization other than an insured;

- (3) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of such products or work or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

- (f) to advertising injury or damage claimed for failure to perform any contract or by reason of a mistake in the advertised price or an incorrect description of any article or commodity;

- (g) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is both sudden and accidental.

II INVESTIGATION, DEFENSE, SETTLEMENT, ASSISTANCE AND COOPERATION

With respect to personal injury, property damage or advertising injury or damage covered under this policy (or which would be covered but for the insured's retention as stated in the declarations), but not covered under any underlying policy or any other insurance, the company will

- (1) defend any suit against the insured seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;
(2) pay all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
(3) pay all premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit

for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of any vehicle to which this policy applies, but the company shall have no obligation to apply for or furnish any such bonds;

- (4) pay all reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day;

and the amounts so incurred, except settlement of claims and suits, are not subject to the insured's retention as stated in the declarations and are payable by the company in addition to the applicable limit of liability of this policy.

The insured agrees to reimburse the company promptly for amounts paid in settlement of claims or suits to the extent that such amounts are within the insured's retention as stated in the declarations.

The named insured agrees to arrange for the investigation, defense or settlement of any such claim or suit in any country where the company may be prevented by law from carrying out this agreement. The company will pay defense expenses incurred with its written consent in addition to its applicable limit of liability under this policy and will promptly reimburse the named insured for its proper share, subject to its applicable limit of liability under this policy, of any settlement above the retained limit made with the company's written consent.

The company shall have the right to associate at its own expense with the insured or any underlying insurer in the investigation, defense or settlement of any claim or suit which in the company's opinion may require payment hereunder. The insured, at the company's request shall assist and cooperate in every way with respect to the handling of all claims or suits and the enforcement of all rights of salvage, contribution or indemnity that may affect the company's obligations under this policy.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (1) The named insured and any executive officer, director, stockholder, partner or employee of the named insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the named insured, but not with respect to the operation of any vehicle owned by such person or organization;
- (2) with respect to premises of the named insured or operations by or on behalf of the named insured, any person, organization, trustee or estate for whom the named insured must, by written agreement, provide liability insurance, but not for more or broader insurance than such agreement requires;
- (3) any additional insured (not a named insured under this policy) included in an underlying policy, but not for broader coverage than is available to such additional insured under the underlying policy;
- (4) any person while using with the named insured's permission any vehicle for which insurance is provided to the named insured hereunder, and any person or organization legally responsible for the use thereof, except:
 - (a) a person or organization, or an agent or employee thereof, operating a vehicle manufacturing or repair shop, hangar, public garage, shipyard, livery, sales agency, service station, public airport, public parking place, marina or boat yard, with respect to any occurrence arising out of the operation thereof;
 - (b) the owner of any such vehicle or any employee of such owner. This subdivision (b) shall not apply if it restricts the insurance granted under subdivision (3) above.

This policy applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

LIMITS OF LIABILITY

IV

Regardless of the number of insureds under this policy or the number of persons or organizations who sustain personal injury, property damage or advertising injury or damage, the company's liability is limited as follows:

Each Occurrence — The limit of liability stated in the declarations as applicable to "each occurrence" is the limit of the company's liability for all damages, direct and consequential, because of all personal injury, property damage and advertising injury or damage sustained by one or more persons or organizations as the result of any one occurrence.

Aggregates — The limits of liability stated in the declarations as (a) "aggregate products-completed operations", (b) "aggregate property damage", (c) "aggregate advertising injury or damage" and (d) "aggregate occupational disease" are, respectively, the total limits of the company's liability for all damages, direct and consequential, because of the following occurring during any one annual period during which this policy is in force: (a) all personal injury arising out of the products-completed operations hazard, (b) all property damage, (c) all advertising injury or damage and (d) all occupational disease sustained by employees of the named insured.

For the purpose of determining the limits of the company's liability:

- (1) all personal injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions; or
- (2) all advertising injury or damage involving one or more causes of injury, including all reproductions or repetitions thereof, regardless of the number and kind of media used;

shall be considered as the result of one and the same occurrence.

Non-Cumulation of Liability — Same Occurrence — If the same occurrence gives rise to personal injury, property damage or advertising injury or damage which occurs partly before and partly within any annual period of this policy, the each occurrence limit and the applicable aggregate limit or limits of this policy shall be reduced by the amount of each payment made by the company with respect to such occurrence, either under a previous policy or policies of which this is a replacement, or under this policy with respect to previous annual periods thereof.

DEFINITIONS

V

When used in this policy (including endorsements forming a part hereof):

"advertising injury or damage" means personal injury (other than bodily injury) and injury to intangible property sustained by a person or organization arising out of causes of injury first published in connection with the named insured's advertising activities during the policy period as the result of libel, slander, defamation, piracy, infringement of copyrights, invasion of the right of privacy or any negligent act, error or omission in the use of advertising or merchandising ideas.

"annual period" means the twelve month period following the effective date or any anniversary thereof falling within the policy period, or if the time between any such date and the termination of this policy is less than twelve months, such lesser period.

"bodily injury" includes sickness or disease and death resulting at any time therefrom.

"defense expenses" means all reasonable expenses (other than the amount of any settlement) incurred by the named insured in discharging the named insured's obligations under Section II with respect to the investigation, defense or settlement of claims or suits, except (1) salaries of salaried employees of the named insured, and (2) any such expenses payable under an underlying policy or any other valid and collectible insurance.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage.

"insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name.

"named insured" means the person or organization named in Item 1 of the declarations of this policy.

"occurrence" means injurious exposure to conditions, which results in personal injury, property damage or advertising injury or damage neither expected nor intended from the standpoint of the insured.

"personal injury" means personal injury or bodily injury which occurs during the policy period sustained by a natural person, but excluding any such injury included within the definition of advertising injury or damage.

"products-completed operations hazard" means (1) the insured's products, if the personal injury or property damage occurs after possession thereof has been relinquished to others, and (2) operations performed by or on behalf of the named insured (wherever performed and whether or not involving the insured's products), if the personal injury or property damage occurs after such operations have been completed or abandoned. Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period, or (3) injury to intangible property which occurs during the policy period sustained by an organization as a result of false eviction, malicious prosecution, libel, slander or defamation, but excluding any such damage included within the definition of advertising injury or damage.

"retained limit" means as to each occurrence with respect to which insurance is afforded under this policy:

- (1) if an underlying policy is also applicable or would be applicable but for breach of policy conditions; the relevant "each person", "each accident", "each occurrence" or similar limit of liability stated therein (less any reduction thereof by reason of an over-riding aggregate limit of liability) plus all amounts payable under other insurance, if any;
- (2) if any underlying policy otherwise applicable is inapplicable by reason of exhaustion of an aggregate limit of liability: all amounts payable under other insurance, if any; or
- (3) if neither paragraphs (1) or (2) above apply and
 - (a) the insured has other insurance: all amounts payable under such other insurance, but in no event less than the amount stated in the declarations as the insured's retention, or
 - (b) the insured has no other insurance; the amount stated in the declarations as the insured's retention.

For the purpose of determining the retained limit, "other insurance" means any other valid and collectible insurance (except under an underlying policy) which is available to the insured, or would be available to the insured in the absence of this policy, it being the intention that this policy shall not apply under or contribute with such other insurance unless the company's agreement thereto is endorsed hereon.

"underlying policy" } mean, respectively, a policy listed as an
"underlying insurer" } underlying policy in the declarations and the insurer or insurers subscribing such a policy.

CONDITIONS

1 Premium The premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the premium rate and exposure basis stated in the declarations.

2 Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3 Notice of Occurrence Whenever the insured has information from which it may reasonably conclude that an occurrence has taken place which might involve this policy, notice shall be sent to the company or any of its authorized agents as soon as practicable.

4 Appeals In the event the insured or the insured's underlying insurers elect not to appeal a judgment which appears to the company as likely to involve payment under this policy, the company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs, disbursements and interest incidental to the appeal, but in no event shall the liability of the company for any one occurrence exceed the limit of liability set forth in Section IV plus such incidental costs, disbursements and interest.

5 Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. Any amounts so recovered shall be apportioned as follows:

Any interest (including the insured) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof. The insured shall do nothing after loss to prejudice such rights.

6 Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

7 Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

8 Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9 Maintenance of Underlying Policies The named insured shall maintain the underlying policies with limits of liability as stated in Item 6 of the declarations and renewals thereof in full effect during this policy period, except for any reduction or exhaustion of

the aggregate limit or limits contained in such policies solely by payment of claims arising out of occurrences which happen during this policy period. Failure of the named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the named insured complied therewith.

The named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying policy, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

10 Action Against Company No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the

company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

11 First Named Insured The first insured named in Item 1 of the declarations shall be responsible for payment of all premiums, and is authorized to act on behalf of all other insureds and named insureds with respect to giving and receiving notice of cancellation and to receiving any return premium or dividends that may become payable under this policy.

12 Declarations By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

13 Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Doorman
SECRETARY

Melvin B. Bradshaw
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

Bruce E. Doorman SECRETARY

Melvin B. Bradshaw PRESIDENT

Amendatory Endorsement

It is hereby agreed that Name of Insured Endorsement No. 1 is amended to include:

Harriet Hopeman for her interests at: 1230 University Avenue, Rochester, NY - leased to Morgan Machine Co.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-318
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Bowman SECRETARY
Malcolm B. Bradshaw PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 2

AMENDATORY ENDORSEMENT - OTHER INSURANCE

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LEL-121-010461-318
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Soorman *Melvin B. Bradshaw*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 3

NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 60 days after written notice of such cancellation or reduction has been mailed to

Name

Address

Hopeman Brothers

c/o Fred S. James & Company
1000 Sibley Tower
Rochester, NY 14604

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. LE1-121-010461-318

Audit Basis

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Roeman
SECRETARY

Malvin B. Boddman
PRESIDENT

Work Units 1 -

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

5

2252 ED. 1

Printed in U.S.A.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other effluents, contaminants or pollutants is deleted.

This endorsement applies only with respect to operations or occurrences in:

Maryland
New Hampshire
Vermont

Premium \$
Effective Date
For attachment to Policy or Bond No. LR1-121-010461-118
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Allen E. Doorman *Malcolm B. Bradshaw*

Work Units 1 -

Countersigned by _____
Authorized Representative

Issued Sales Office and No. End. Serial No. 6

ISO G521 ED1
(1-1-73)

Printed
in
USA

NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 30 days after written notice of such cancelation or reduction has been mailed to *

Name

Address

Kaisler Aluminum & Chemical Sales, Inc.
Avondale Shipyards, Inc.
El Paso Columbia Tanker Company
El Paso Savannah Tanker Company
El Paso Cove Point Tanker Company

300 Lakeside Drive
Oakland, CA 94604

Hopeman Brothers, Inc.

Box 550
Waynesboro, VA 22. '80

*by registered mail

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
For attachment to Policy or Bond No. LE1-121-010461-318
Expiration Date
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doonan *Melvin B. Bradshaw*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 7

AMENDATORY ENDORSEMENT
(Umbrella Excess Policy)

It is agreed that none of the exclusions of the policy apply to personal injury, property damage or advertising injury or damage with respect to which insurance is afforded on a primary basis by an underlying policy, or would be furnished thereunder except for the sole reason that its applicable aggregate limit of liability has been exhausted.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-318
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Doorman *Melvin B. Bradshaw*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

L-G 3017 Issued Sales Office and No. End. Serial No. 9

Amendatory Endorsement

It is agreed that Schedule Page No. 1 (Item 6-Extension Schedule) is amended as follows:

Eliminate:

<u>Policy Number and Type</u>	<u>Limits of Liability</u>		<u>Aggregate</u>
		<u>Each Occurrence</u>	
Owners' & Contractors' Protective Liability LX1-121-010461-388 in name of:	B.I.	500,000	
Kaiser Aluminum & Chemical Sales, Inc.	P.D.	250,000	250,000
Avondale Shipyards, Inc.			
El Paso Columbia Tankers Company			
El Paso Savannah Tanker Company			
El Paso Cove Point Tanker Company			

It is further agreed that Endorsement No. 7, Notice of Cancelation, is eliminated from the policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
 Effective Date 4/1/78 Expiration Date 1/1/79
 For attachment to Policy or Bond No. LEL-121-010461-318 TD33/1
 Audit Basis 9
 Issued to Hopeman Brothers, Inc.

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Doorman SECRETARY
Melvin B. Bradshaw PRESIDENT

Work Units 1 -

Countersigned by _____
 Authorized Representative

Issued ed 3-3-78 Sales Office and No. 220 End. Serial No. 12

SHORT RATE CANCELLATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	. . . . . 5	154-156	. . . . . 53
2	. . . . . 6	157-160	. . . . . 54
3-4	. . . . . 7	161-164	. . . . . 55
5-6	. . . . . 8	165-167	. . . . . 56
7-8	. . . . . 9	168-171	. . . . . 57
9-10	. . . . . 10	172-175	. . . . . 58
11-12	. . . . . 11	176-178	. . . . . 59
13-14	. . . . . 12	179-182 (6 mos.)	. . . . . 60
15-16	. . . . . 13	183-187	. . . . . 61
17-18	. . . . . 14	188-191	. . . . . 62
19-20	. . . . . 15	192-196	. . . . . 63
21-22	. . . . . 16	197-200	. . . . . 64
23-25	. . . . . 17	201-205	. . . . . 65
26-29	. . . . . 18	206-209	. . . . . 66
30-32 (1 mo.)	. . . . . 19	210-214 (7 mos.)	. . . . . 67
33-36	. . . . . 20	215-218	. . . . . 68
37-40	. . . . . 21	219-223	. . . . . 69
41-43	. . . . . 22	224-228	. . . . . 70
44-47	. . . . . 23	229-232	. . . . . 71
48-51	. . . . . 24	233-237	. . . . . 72
52-54	. . . . . 25	238-241	. . . . . 73
55-58	. . . . . 26	242-246 (8 mos.)	. . . . . 74
59-62 (2 mos.)	. . . . . 27	247-250	. . . . . 75
63-65	. . . . . 28	251-255	. . . . . 76
66-69	. . . . . 29	256-260	. . . . . 77
70-73	. . . . . 30	261-264	. . . . . 78
74-76	. . . . . 31	265-269	. . . . . 79
77-80	. . . . . 32	270-273 (9 mos.)	. . . . . 80
81-83	. . . . . 33	274-278	. . . . . 81
84-87	. . . . . 34	279-282	. . . . . 82
88-91 (3 mos.)	. . . . . 35	283-287	. . . . . 83
92-94	. . . . . 36	288-291	. . . . . 84
95-98	. . . . . 37	292-296	. . . . . 85
99-102	. . . . . 38	297-301	. . . . . 86
103-105	. . . . . 39	302-305 (10 mos.)	. . . . . 87
106-109	. . . . . 40	306-310	. . . . . 88
110-113	. . . . . 41	311-314	. . . . . 89
114-116	. . . . . 42	315-319	. . . . . 90
117-120	. . . . . 43	320-323	. . . . . 91
121-124 (4 mos.)	. . . . . 44	324-328	. . . . . 92
125-127	. . . . . 45	329-332	. . . . . 93
128-131	. . . . . 46	333-337 (11 mos.)	. . . . . 94
132-135	. . . . . 47	338-342	. . . . . 95
136-138	. . . . . 48	343-346	. . . . . 96
139-142	. . . . . 49	347-351	. . . . . 97
143-146	. . . . . 50	352-355	. . . . . 98
147-149	. . . . . 51	356-360	. . . . . 99
150-153 (5 mos.)	. . . . . 52	361-365 (12 mos.)	. . . . . 100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

DUPLICATE

UMBRELLA EXCESS LIABILITY POLICY

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

THIS POLICY IS NONASSESSABLE

**OFFICES
IN
PRINCIPAL CITIES
THROUGHOUT
THE
UNITED STATES
AND
CANADA**

Travelers Exhibit K

INCOMPLETE POLICY

This notification is affixed to a policy in which certain pages of the policy are illegible, including the one(s) listed below. After a diligent search of company records available as of this date, we could not locate a more legible record.

Portions of the policy are illegible: Pages(s): 6, 8, 15, 16, 17, 19, and 20.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 2077 WCA

01/01/79 - 01/01/80

06/20/2025

Policy Number(s)

Policy Period(s)

Date



Peter J. Michalik, Director, Operations
Document Management

AGENCY/ BROKER	CODE	NAME		COM M S I O N	PAYMENT	TAX DISTRICT	TRANSACTION TYPE	LINE OF BUSINESS	C A P	ID	DATE TYPED AND INITIALS
COUNTERSIGNING CODES	OFFICE CODE	C S CODE					NEW RENEWAL	KY			
STAT. PLAN	TER STATE	TOR. RATE	L D	CLASS	LIMITS	FILE DEPT.		OUTSIDE RPT.	UND. APPROV.	UND. PROC.	
9			X		9						

EXCESS OVERLAYER INDEMNITY POLICY

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

(a stock insurance company, herein called "Aetna Casualty")

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agrees with the Insured named in the declarations as follows

POLICY NO. 01 XE 2077 WCA

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

HOPKINSON BROTHERS, INC., ETAL
P.O. BOX 820
WAYNESBORO, VA. 22980

POLICY PERIOD:

From 1-1-79 To 1-1-80
12:01 A.M. standard time at the address of Insured

LIMITS OF LIABILITY

20% (\$5,000,000. MAXIMUM) QUOTA SHARE OF \$25,000,000. EACH OCCURRENCE

20% (\$5,000,000. MAXIMUM) QUOTA SHARE OF \$25,000,000. ANNUAL AGGREGATE

PREMIUM:

Flat charge

Adjustable at a rate of _____ per \$ _____

Minimum Premium _____

Total Advance Premium \$7,000.

3 Year Policy Installments

1st Anniversary _____

2nd Anniversary _____

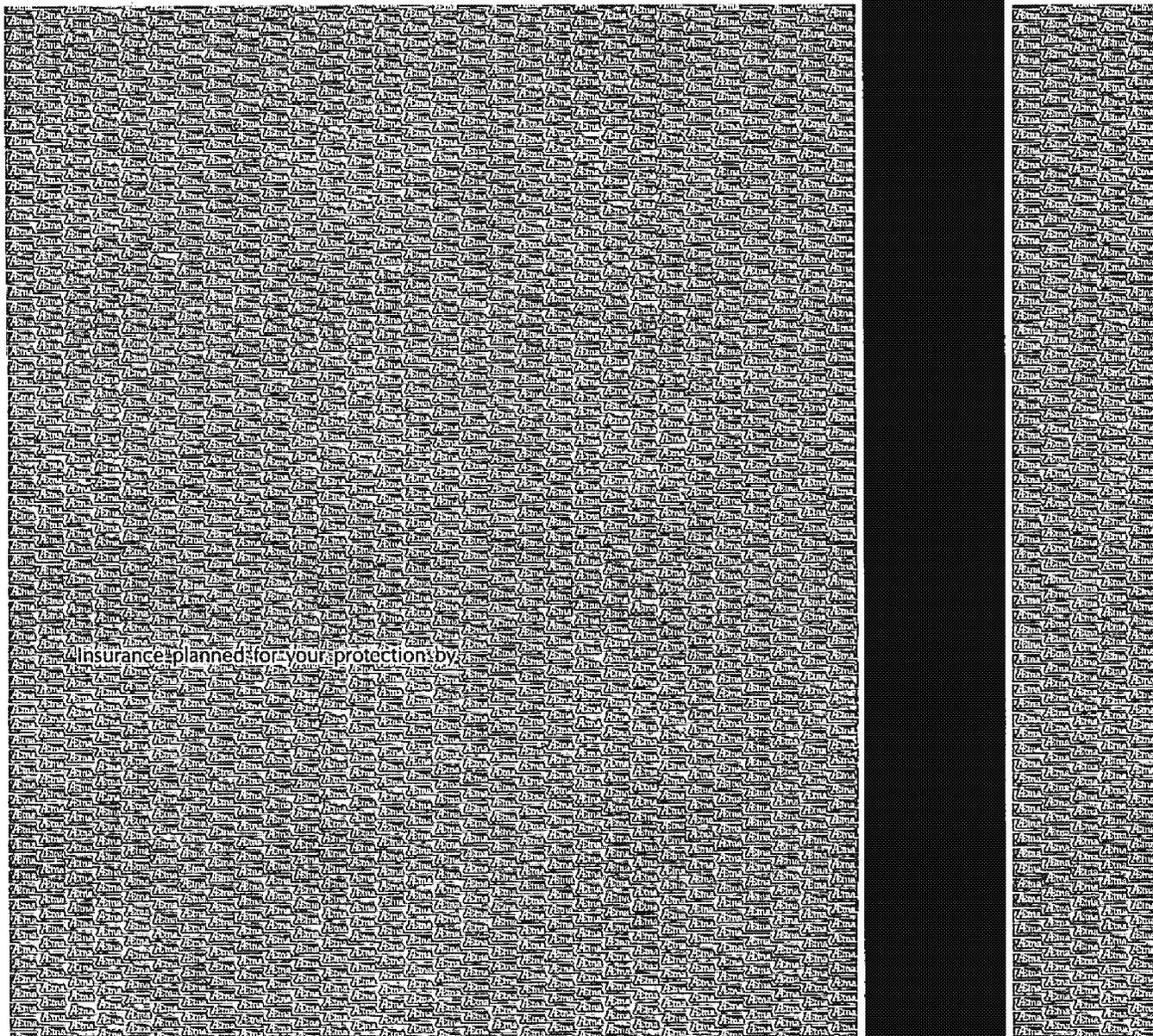
ENDORSEMENTS: 1. Broad Form Nuclear Energy Exclusion, Form No. 13113-A

SEE ENDORSEMENT INDEX

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The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

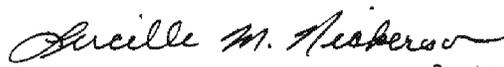


(90985) 3-70

Cat. 821829
Printed in U.S.A.

*Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

Section 2. INDEMNITY AGREEMENT

ÆTNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all policies described in Section 3. Schedule of Underlying Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

POLICY NUMBER	INSURER	COVERAGE	LIMITS OF LIABILITY		
			EACH PERSON	EACH OCCURRENCE	AGGREGATE
		<u>EXCESS</u>			
TED	LONDON	EXCESS INDEMNITY		25,000,000	25,000,000
TID	VARIOUS	EXCESS INDEMNITY		25,000,000	25,000,000
TED	LONDON & VARIOUS	EXCESS INDEMNITY		15,000,000	15,000,000
ED	LONDON & VARIOUS	EXCESS INDEMNITY		5,000,000	5,000,000
ED	LIBERTY	UMBRELLA LIABILITY		5,000,000	5,000,000

PRIMARY

AS PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN THE POLICY NUMBER TED ISSUED BY LIBERTY

		CONTROLLING INSURANCE
TED	LIBERTY	UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1, with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. M. ...
Secretary

AGENCY / BROKER	CODE	NAME	COMM.	PAYMENT	TAX DIST.	TRANSACTION TYPE	LINE OF BUSINESS	C / A / P	ID	POLICY EFF. DATE	DATE INITIALED			
COUNTERSIGNING CODES		C S OFFICE	C S CODE	C S COMM.		E				POLICY EXPIRY DATE				
STAT. PLAN	TERRITORY	LIMITS OF LIABILITY			DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER
		RI	PD	MED.										
														END T FORM

ENDORSEMENT INDEX

<u>ENDORSEMENT NO.</u>	<u>FORM NO.</u>	<u>DESCRIPTION</u>
1.	13113-A	BROAD FORM NUCLEAR ENERGY EXCLUSION
2.	IN-13106-4	EXCLUSION-CONTAMINATION OR POLLUTION
3.	IN-13106-6	AMENDMENT OF DISCRIMINATION COVERAGE
4.	SPECIAL NO. 4	AMENDMENT - NAMED INSURED
5.	SPECIAL NO. 5	CONTRACTOR'S LIMITATION ENDORSEMENT
6.	SPECIAL NO. 6	EXCLUSION - ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY
7.	SPECIAL NO. 7	ERISA EXCLUSION

This endorsement issue is one of the below named companies forms a part of the policy to which attached effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is added subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.
Named Insured		
Additional Premium \$	Return Premium \$	RI PD
		In Advance \$ \$
		1st Annly \$ \$
		2nd Annly \$ \$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____
 Authorized Representative

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means source material, special nuclear material or byproduct material;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

"**waste**" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"**nuclear facility**" means

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

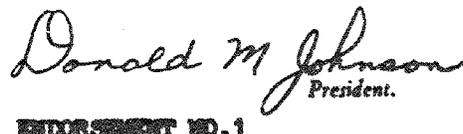
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "**injury**" or "**destruction**" includes all forms of radioactive contamination of property

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aina Casualty and Surety Company
Hartford, Connecticut


President.
ENDORSEMENT NO. 1

For attachment to the following policy forms:
(CA, JC, FS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

(13112-A)

CAT 001902
PRINTED IN U.S.A.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

Donald M. Johnson
President.

For attachment to the following policy forms:
(CA, JS, AL, CS, MP, JP, SK, GS, PS, DR, DP, DG, DB, DH, DO)

(13113-A)

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.) 2

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	FD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$
The Aetna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut		Countersigned by _____ (Authorized Representative)	

KX-13106-4

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**EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)**

It is agreed that such insurance as is afforded by the PERSONAL INJURY LIABILITY coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	3
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

(00-13105-6)

**EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT - NAMED INSURED)**

It is agreed that the NAMED INSURED in Section 1, Declarations, includes all entities covered by the Controlling Insurance Policy shown in Section 3, and all amendments thereto.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	FD
		In Advance \$	\$
		Est. Ann. \$	\$
		2nd Ann. \$	\$

SPECIAL NO. 4

**The Eina Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Countersigned by _____
(Authorized Representative)

AGENCY BROKER	LINE	NAME	COMM.	PAYMENT	TAR DIST	TRANSACTION TYPE	LINE OF BUSINESS	U.P.	ID	POLICY EFF. DATE	DATE OF INVT.				
COUNTERSIGNING CODES		C.S. OFFICE	C.S. CODE	C.S. COMM.	E			POLICY EXPIRY DATE							
STAT. PLAN	TERRITORY STATE	RATE	LIMITS OF LIABILITY R. PD. MED.			DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER
															END T FORM

**EXCESS OVERLAYER INDEMNITY POLICY
(CONTRACTOR'S LIMITATION ENDORSEMENT)**

IT IS AGREED THE POLICY DOES NOT APPLY:

- (A) TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF ANY PROJECT INSURED UNDER A "WRAP-UP" RATING PLAN;
- (B) TO PROPERTY DAMAGE TO
 - (1) LEASED OR RENTED EQUIPMENT, OR
 - (11) PROPERTY BEING INSTALLED, ERECTED OR WORKED UPON BY OR ON BEHALF OF THE INSURED;
- (C) UNLESS INSURANCE THEREFORE IS PROVIDED BY A POLICY OF UNDERLYING INSURANCE AS STATED IN SECTION I OF THE POLICY, TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT;
- (D) TO PROPERTY DAMAGE INCLUDED WITHIN THE EXPLOSION HAZARD, THE COLLAPSE HAZARD OR THE UNDERGROUND PROPERTY DAMAGE HAZARD, UNLESS INSURANCE THEREFORE IS PROVIDED BY A POLICY OF UNDERLYING INSURANCE AT THE FULL LIMITS OF LIABILITY AS STATED IN SECTION I OF THIS POLICY, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

ADDITIONAL DEFINITIONS. WHEN USED IN REFERENCE TO THIS POLICY:
 "EXPLOSION HAZARD" INCLUDES PROPERTY DAMAGE ARISING OUT OF FLASHING OR EXPLOSION. THE EXPLOSION HAZARD DOES NOT INCLUDE PROPERTY DAMAGE (1) ARISING OUT OF THE EXPLOSION OF AIR OR STEAM VESSELS, PIPING UNDER PRESSURE, PRIME MOVERS, MACHINERY OR POWER TRANSMITTING EQUIPMENT, OR (2) ARISING OUT OF OPERATIONS PERFORMED FOR THE HAZARD INSURED BY INDEPENDENT CONTRACTORS, OR (3) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD, OR (4) FOR WHICH LIABILITY IS ASSUMED BY THE INSURED UNDER ANY CONTRACT;

This endorsement issued by one of the below named companies forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No. 5
Named Insured		PAGE 1 OF 2
Additional Premium \$	Return Premium \$	BI PD
SPECIAL NO. 5		In Advance \$
		1st Annul \$
		2nd Annul \$

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____
 Authorized Representative

AGENCY / BROKER		CODE	NAME			COMM.	PAYMENT	TAX DIST.	TRANSACTION TYPE	LINE OF BUSINESS	C / A / P	ID	POLICY EFF. DATE	DATE OF INITI.	
COUNTERSIGNING CODES			C/S OFFICE	C/S CODE	C/S COMM.			E				POLICY EXPIRY DATE			
STAT. PLAN	TERRIT. STATE	DATE	LIMITS OF LIABILITY			DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL ID	ACCOUNT NUMBER
			B	PD	MED.										END T FORM

"COLLAPSE HAZARD" INCLUDES "STRUCTURAL PROPERTY DAMAGE" AS DEFINED HEREIN AND PROPERTY DAMAGE TO ANY OTHER PROPERTY AT ANY TIME RESULTING THEREFROM.
 "STRUCTURAL PROPERTY DAMAGE" MEANS THE COLLAPSE OF OR STRUCTURAL INJURY TO ANY BUILDING OR STRUCTURE DUE TO (1) GRADING OF LAND, EXCAVATING, BORROWING, FILLING, BACKFILLING, TUNNELLING, PILE DRIVING, COPPERDAM WORK OR CAISSON WORK, (2) MOVING, SHORING, UNDERPINNING, RAISING OR DEMOLITION OF ANY BUILDING OR STRUCTURE OR REMOVAL OR REBUILDING OF ANY STRUCTURAL SUPPORT THEREOF. THE COLLAPSE HAZARD DOES NOT INCLUDE PROPERTY DAMAGE (1) ARISING OUT OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS, OR (2) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD OR THE UNDERGROUND PROPERTY DAMAGE HAZARD, OR (3) FOR WHICH LIABILITY IS ASSUMED BY THE INSURED UNDER ANY CONTRACT.

This endorsement issued by one of the below named companies forms a part of the policy to which attached effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective	Policy No.	Endorsement No.	5
Named Insured		PAGE 2 OF 2	
Additional Premium \$	Return Premium \$	BI	PD
SPECIAL NO. 5		In Advance \$	\$
		1st Anniv \$	\$
		2nd Anniv \$	\$

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford Connecticut

Countersigned by _____
 Authorized Representative

AGENCY BROKER	CODE	NAME		COMM.	PAYMENT	TAX DIST.	TRANSACTION TYPE	LINE OF BUSINESS	C A P	ID	POLICY EFF. DATE	DATE OF INITIATION			
COUNTERSIGNING CODES		C/S OFFICE	C/S CODE	C/S COMM.			E				POLICY EXPIRY DATE				
STAT. PLAN	TERRITORY STATE	RATE	LIMITS OF LIABILITY			OR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER
			B.	PER.	MED.										
															END T FORM

EXCESS OVERLAYER LIABILITY POLICY

(EXCESS-ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY)

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS ARISING OUT OF ANY PROFESSIONAL SERVICES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, INCLUDING

- (1) THE PREPARATION OR APPROVAL OF MAPS, PLANS, OPINIONS, REPORTS, SURVEYS, DESIGNS OR SPECIFICATIONS, AND
- (2) SUPERVISORY, INSPECTION OR ENGINEERING SERVICES.

This endorsement issued by one of the below named companies, forms a part of the policy to which attached effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is used subsequent to preparation of policy.

Endorsement effective	Policy No.	Endorsement No. 6
Named Insured		
Additional Premium \$	Return Premium \$	BI PD
SPECIAL NO. 6		In Advance \$ \$
		1st Anny \$ \$
		2nd Anny \$ \$

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford Connecticut

Counter signed by _____
 Authorized Representative

**EXCESS OVERLAYER INDEMNITY POLICY
(ERISA Exclusion)**

It is understood and agreed that this policy shall not provide coverage for claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406 commonly referred to as The Pension Reform Act of 1974, and amendments thereto, or similar provisions of any Federal State or Local Statutory Law or Common Law.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	7
Named insured			
Additional Premium \$	Return Premium \$	SI	FD
SPECIAL NO.7		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Countersigned by _____
(Authorized Representative)

16-01 12-72

CAT. 438789
PRINTED IN U.S.A.

AGENCY BROKER	CODE	NAME	COMM.	PAYMENT	TAX DIST.	TRANSACTION TYPE	LINE OF BUSINESS	C A P	ID	POLICY EFF. DATE	DATE OF AN INITI		
		FRED S JAMES				E				1/1/79			
COUNTERSIGNING CODES		C'S OFFICE	C'S CODE	C'S COMM						POLICY EXPIRY DATE			
									1/1/79				
STAT PLAN	TERR	TERP	UMTS	OR	LINE	FORM OR	COMP	COLL	DISC	PREMIUM	EXPOSURE	BILL ID	ACCOUNT NUMBER
												END OF FORM	

NAMED INSURED AMENDED

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO READ AS FOLLOWS:

- A. W. H. CORPORATION
- HOPEMAN BROTHERS INC.
- HOPEMAN BROTHERS (CANADA) LTD.
- HOPEMAN MEMORIAL FUND INC.
- HOPEMAN MANUFACTURING CORP.
- HOPEMAN INVESTMENT CORP.
- WAYNE DATA CORP
- WAYNE MANUFACTURING CORP
- ROYSTON MANUFACTURING CORP
- CARTERET MANUFACTURING CORP
- HOPEKO SUPPLY CORP
- A.W.HOPEMAN & SONS COMPANY INC AN AFFILIATED COMPANY-SAME FINANCIAL CONTROL

CONTINUED
MAR 7 1979
E. J.

AND/OR SUBSIDIARY, OWNED, FINANCIALLY CONTROLLED AFFILIATED AND MANAGED COMPANIES AND/OR CORPORATIONS AS NOW OR HEREAFTER CONSTITUTED, AND/OR ASSOCIATIONS OR TRUSTESHIPS SPONSORED BY THE INSURED IN THE CONDUCT OF ITS BUSINESS.

This policy is subject to the terms, conditions, coverages, exclusions, and limitations set forth in the description of the policy.

This policy is subject to the terms, conditions, coverages, exclusions, and limitations set forth in the description of the policy.

Effective Date: 1/1/79
 Policy No: 01281 2077 WCA
 Endorsement No: 8
 Name of Insured: HOPEMAN BROTHERS INC ETAL
 Address: [Redacted]
 Annual Premium: \$ [Redacted]
 In Advance \$ [Redacted]
 1st Annu \$ [Redacted]
 2nd Annu \$ [Redacted]

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by: [Redacted]
 Authorized Representative: [Redacted]

AGENCY / BROKER		COD	NAME			COMM.	PAYMENT	TAX DIST.	TRANSACTION TYPE	TYPE OF BUSINESS	APP	DATE	EXPIRE DATE	INITIALS	
1524			WED S. JAMES						E		9		1/1/79		
COUNTERSIGNING CODES			C/S OFFICE		C/S CODE	C/S COMM.									
STAT. PLAN	TERRITORY STATE	RATE	LIMITS OF LIABILITY			DR. REC	LINE DESIG.	FORM OR CLASS	COMP	COLL	DISC.	PREMIUM	EXPOSURE	BILL ID	ACCOUNT NUMBER
	45	900	BI	PD	MED			10888							
														END'T FORM NO.	

CANCELLATION NOTICE AMENDED

IT IS AGREED THAT THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED WILL NOT BE CANCELLED, EXCEPT FOR THE NON-PAYMENT OF PREMIUM, OR CHANGED IN ANY WAY BY THE COMPANY WITHOUT THIRTY (30) DAYS PRIOR WRITTEN NOTICE BEING SENT TO:

HOPEMAN BROTHERS, INC., ETAL
 P.O. BOX 620
 WAYNESBORO, VA. 22980

IN THE EVENT OF CANCELLATION DUE TO NON-PAYMENT OF PREMIUM, THE STANDARD (10) DAYS NOTICE OF CANCELLATION WILL APPLY.

This endorsement is issued by one of the below named companies for one part of the policy to which it is attached, effective on the inception date of the policy or on the date stated herein.

The information below is required only when the endorsement is issued subsequent to preparation of policy.

Endorsement effective: **1/1/79** Policy No: **612X 2877 WEA** Endorsement No: **9**
 Named Insured: **HOPEMAN BROTHERS, INC. ETAL**
 Additional Premium: Return Premium \$ **NI** \$ **PC**
 In Advance \$ **5**
 1st Annus \$ **5**
 2nd Annus \$ **5**

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

HOME OFFICE COPY

PRINTED IN U.S.A.

Travelers Exhibit L

INCOMPLETE POLICY

This notification is affixed to a policy in which certain pages of the policy are illegible, including the one(s) listed below. After a diligent search of company records available as of this date, we could not locate a more legible record.

Portions of the policy are illegible: Pages(s): 2, 6, 8, 14, 17 and 18.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 2096 WCA

01/01/79 - 01/01/80

06/20/2025

Policy Number(s)

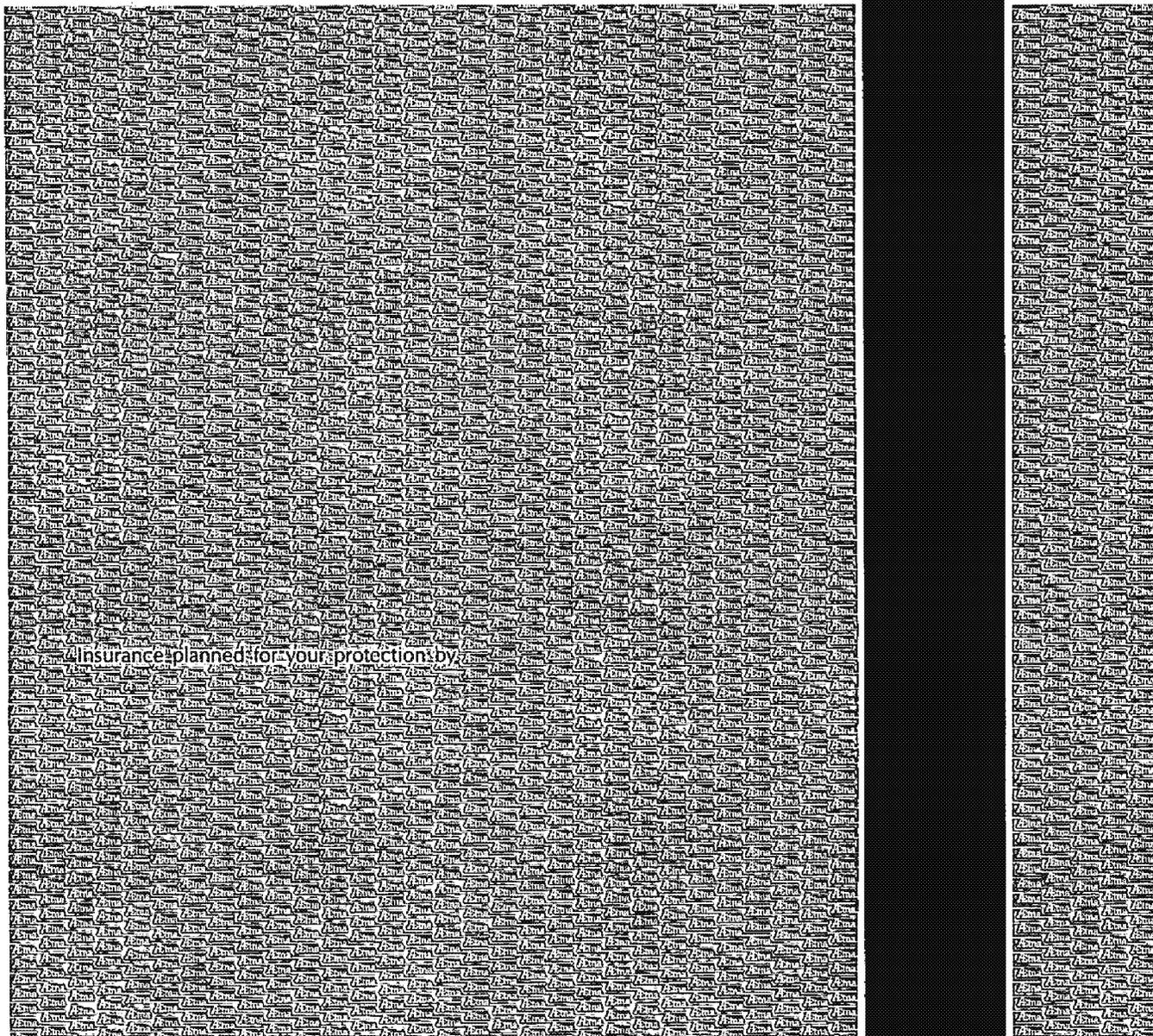
Policy Period(s)

Date



Peter J. Michalik, Director, Operations
Document Management

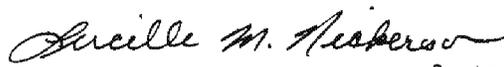
The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115



(90985) 3-70

Cat. 821829
Printed in U.S.A. *Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

Section 2. INDEMNITY AGREEMENT

ÆTNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all policies described in Section 3. Schedule of Underlying Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it)

<u>POLICY NUMBER</u>	<u>INSURER</u>	<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>		
			<u>EACH PERSON</u>	<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
<u>EXCESS</u>					
TED	VARIOUS	EXCESS LIABILITY	25,000,000	25,000,000	25,000,000
TED	LONDON	EXCESS LIABILITY	25,000,000	25,000,000	25,000,000
TED	VARIOUS	EXCESS LIABILITY	25,000,000	25,000,000	25,000,000
TED	LONDON & VARIOUS	EXCESS LIABILITY	15,000,000	15,000,000	15,000,000
TED	LONDON & VBS.	EXCESS LIABILITY	5,000,000	5,000,000	5,000,000
TED	LIBERTY	UMBRELLA LIABILITY	5,000,000	5,000,000	5,000,000

PRIMARY

AS PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN POLICY NUMBER TED ISSUED BY LIBERTY

CONTROLLING INSURANCE

TED LIBERTY UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1, with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. M. ...
Secretary

AGENCY BROKER	COUNTY	NAME	COMM.	PAYMENT	TAR/DIST.	TRANSACTION TYPE	LINE OF BUSINESS	C.A.P.	ID	POLICY EFF. DATE	DATE			
COUNTERSIGNING CODES		C/S OFFICE	C/S CODE	C/S COMM.		E				POLICY EXPIRY DATE				
STAT. PLAN	TERRITORY STATE	LIMITS OF LIABILITY			DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER
		R	PD	MED										
														END T FORM

ENDORSEMENT LIST

ENDORSEMENT NO.	FORM NO.	DESCRIPTION
1.	13113-A	BROAD FORM NUCLEAR ENERGY EXCLUSION
2.	IX-13106-4	EXCLUSION - CONTAMINATION OR POLLUTION
3.	IX-13106-6	AMENDMENT OF DISCRIMINATION COVERAGE
4.	SPECIAL NO. 4	AMENDMENT - NAMED INSURED
5.	SPECIAL NO. 5	CONTRACTOR'S LIMITATION ENDORSEMENT
6.	SPECIAL NO. 6	EXCLUSION - ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY
7.	SPECIAL NO. 7	ERISA EXCLUSION

This endorsement issued by one of the below named companies, forms a part of the policy to which attached effective on the inception date of the policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to presentation of policy)

Endorsement effective	Policy No.	Endorsement No.
Named Insured		
Additional Premium \$	Return Premium \$	BI
		PE
		In Advance \$
		1st Anny \$
		2nd Anny \$

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by

Authorized Representative

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which no person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties.

"nuclear material" means source material, special nuclear material or byproduct material.

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

"nuclear facility" means

- (a) any nuclear reactor;
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aina Casualty and Surety Company
Hartford, Connecticut

Donald M. Johnson
President

ENDORSEMENT NO. 1

For attachment to the following policy forms:

CA, JC, IS, AL, SE, MP, JP, CJ, SK, GS, PS, FC, DR, DP, DG, DB, DH, DO

13113 A

TRAVELERS GROUP OF AMERICA

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

Donald M. Johnson
President.

For attachment to the following policy forms:
(CA, JS, AL, CS, MP, JP, SK, GS, PS, DR, DP, DG, DB, DH, DO)

(13113-A)

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No. 2	
Named Insured			
Additional Premium \$	Return Premium \$	BI	PC
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

**EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)**

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE PERSONAL INJURY LIABILITY COVERAGE DOES NOT APPLY TO INJURIES SUSTAINED BY ANY PERSON AS A RESULT OF DISCRIMINATION DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE INSURED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(This information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			3
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv \$	\$
		2nd Anniv \$	\$

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Countersigned by _____
(Authorized Representative)

(24-13106-6)

**EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT - NAMED INSURED)**

It is agreed that the NAMED INSURED in Section 1, Declarations, includes all entities covered by the Controlling Insurance Policy shown in Section 3, and all amendments thereto.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is used subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	SI	FO
Named Insured				
Additional Premium \$	Return Premium \$			
		In Advance \$	\$	
		1st Ann. \$	\$	
		2nd Ann. \$	\$	

SPECIAL NO. 4

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Counterigned by _____
(Authorized Representative)

**EXCESS OVERLAYER LIABILITY POLICY
Contractor's Limitation Endorsement**

"UNDERGROUND PROPERTY DAMAGE HAZARD" includes "underground property damage" as defined herein and PROPERTY DAMAGE to any other property at any time resulting therefrom. "Underground property damage" means PROPERTY DAMAGE to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling or pile driving. The UNDERGROUND PROPERTY DAMAGE HAZARD does not include PROPERTY DAMAGE (1) arising out of operations performed for the NAMED INSURED by independent contractors, or (2) included within the COMPLETED OPERATIONS HAZARD, or (3) for which liability is assumed by the INSURED under any contract.

AGENCY / BROKER		POLICY		NAME		COMM.	PAYMENT	TAX DIST.	TRANSACTION TYPE	LINE OF BUSINESS	C.E.P.	ID	POLICY EFF. DATE	DATE ACQ. (MM/YY)
COUNTERSIGNING CODES				C/S OFFICE	C/S CODE	C/S COMM.			E				POLICY BEGIN DATE	
STAT. PLAN	TERRITORY STATE	LIMITS OF LIABILITY			DR. REC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER
			PD	MED										

EXCESS OVERLAYER INDEMNITY POLICY

(EXCLUSION-ENGINEERS, ARCHITECTS, OR SURVIVORS PROFESSIONAL LIABILITY)

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS ARISING OUT OF ANY PROFESSIONAL SERVICES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, INCLUDING

- (1) THE PREPARATION OR APPROVAL OF MAPS, PLANS, OPINIONS, REPORTS, SURVEYS, DESIGNS OR SPECIFICATIONS, AND
- (2) SUPERVISORY, INSPECTION OR ENGINEERING SERVICES.

This endorsement, issued by one of the below named companies forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	6
Named Insured			
Additional Premium \$	Return Premium \$	RI	PD
		In Advance \$	\$
		1st Annu. \$	\$
		2nd Annu. \$	\$

SPECIAL NO. 6

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Countersigned by _____
Authorized Representative

**EXCESS OVERLAYER INDEMNITY POLICY
(ERISA Exclusion)**

It is understood and agreed that this policy shall not provide coverage for claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406 commonly referred to as The Pension Reform Act of 1974, and amendments thereto, or similar provisions of any Federal State or Local Statutory Law or Common Law.

This endorsement, issued by one of the herein named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	7
Named Insured			
Additional Premium \$	Return Premium \$	BI	FD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$
SPECIAL NO. 7			

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Countersigned by _____
(Authorized Representative)

16-01 12-73

CAT. 338789
PRINTED IN U.S.A.

AGENCY BROKER	CODE	NAME		COMM.	PAYMENT	TAX DIST.	TRANSACTION TYPE	LINE OF BUSINESS	C. A. P.	ED	POLICY EFF. DATE	DATE Y. AN. INITIA.
	4526	FRED S. JAMES					E				1/1/79	
COUNTERSIGNING CODES		OFFICE	C. S. CODE	C. S. COMM.								
STAT. PLAN	TERRITORY	CLASS	FORM OR CLASS	COMP. OCC.	PREMIUM	EXP. DATE	ACCOUNT NUMBER					
							END YEAR					

INVED INSURED AMENDED

IT IS AGREED THAT THE INVED INSURED IS AMENDED TO READ AS FOLLOWS:

**A W H CORPORATION
 HOPEMAN BROTHERS INC.
 HOPEMAN BROTHERS (CANADA) LTD.
 HOPEMAN MEMORIAL FUND INC.
 HOPEMAN MANUFACTURING CORP
 HOPEMAN INVESTMENT CORP
 WAYNE DATA COMP.
 WAYNE MANUFACTURING CORP.
 ROYSTON MANUFACTURING CORP;
 CARTERET MANUFACTURING CORP.
 HOPEKO SUPPLY CORP.
 A.W. HOPEMAN & SONS COMPANY INC AN AFFILIATED
 COMPANY-SAME FINANCIAL CONTROL**

**CONTROL
 MAR 7 1979
 E. R.**

**AND/OR SUBSIDIARY, OWNED, FINANCIALLY CONTROLLED
 AFFILIATED AND MANAGED COMPANIES AND/OR CORPORATIONS
 AS NOW OR HEREAFTER CONSTITUTED, AND/OR ASSOCIATIONS
 OR TRUSTEESHIPS SPONSORED BY THE INSURED IN THE
 CONDUCT OF ITS BUSINESS.**

This policy is subject to the terms, conditions, coverages, exclusions, and amounts set forth in the policy and the schedule thereto.

This policy is subject to the terms, conditions, coverages, exclusions, and amounts set forth in the policy and the schedule thereto.

Endorsement No. **1/1/79** Policy No. **01 XN 2096 WEA** Endorsement No. **2**
 Named Insured **HOPEMAN BROTHERS INC., ETAL**
 Additional Premium \$ Return Premium \$ III \$10
 In Advance \$ \$
 1st Annly \$ \$
 2nd Annly \$ \$

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by _____ Authorized Representative _____

AGENCY / BROKER		CODE		NAME			COMM.	PAYMENT	TAX DIST.	TRANSACT. TYPE	LINE OF BUSINESS	POLICY NUMBER	
4536		FRED S. JONES		C/S OFFICE			C/S CODE	C/S COMM.		E		POLICY DATE 1/1/79	
COUNTERSIGNING CODES		LIMITS OF LIABILITY		DR. RSC.	LINE DESIG.	FORM OR CLASS	COMP.	COLL.	DISC.	PREMIUM	EXPOSURE	BILL. ID	ACCOUNT NUMBER
STAT. PLAN	TERRITORY	BI	PD	MEQ.									
45	000												
VOID - COPIED													
END T FORM													

CANCELLATION NOTICE AMENDED

IT IS AGREED THAT THE POLICY TO WHICH THIS ENDORSEMENT IS TATTACHED WILL NOT BE CANCELLED, EXCEPT FOR THE NON-PAYMENT OF PREMIUM, OR CHANGED IN ANY WAY BY THE COMPANY WITHOUT THIRTY (30) DAYS PRIOR WRITTEN NOTICE BEING SENT TO:

HOPENAN BROTHERS, INC. ETAL
P.O. BOX 820
WAYNESBORO, VA. 22900

IN THE EVENT OF CANCELLATION DUE TO NON-PAYMENT OF PREMIUM, THE STANDARD (10) DAYS NOTICE OF CANCELLATION WILL APPLY.

This endorsement issued by one of the below named companies forms a part of the policy to which attached effective on the inception date of the policy unless otherwise stated here in

The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective	1/1/79	Policy No	01 XH 2096 WCA	Endorsement No	9
Named Insured	HOPENAN BROTHERS, INC. ETAL				
Additional Premium		Return Premium \$		BI	PD
		In Advance \$		\$	
		1st Annys \$		\$	
		2nd Annys \$		\$	

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

Countersigned by

Authorized Representative

Travelers Exhibit M

DECLARATIONS



UMBRELLA EXCESS LIABILITY POLICY

POLICY NO.	TD/CD	SALES OFFICE	CODE	SALES REPRESENTATIVE	CODE	N/E	1ST YEAR
LEI-121-010461-319	33/9	Lynbrook	220	Champagne	7541	2	74

Item 1 Named Insured AWH Corporation and as per Endorsement No. 1

TBD

Address P.O. Box 1211, Waynesboro, VA 22980

Additional Named Insureds:

and: Any other business organization while any of the foregoing named insureds owns an interest therein of more than fifty percent (50%) during the policy period.

Item 2 Policy Period: From

MO.	DAY	YR.
1	1	79

 to

MO.	DAY	YR.
1	1	80

12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3 Limits of Liability: The limits of the company's liability under this policy are as stated herein, subject to all of the terms of this policy having reference thereto.

Each occurrence	\$ 5,000,000
Aggregate products — completed operations	\$ 5,000,000
Aggregate property damage	\$ 5,000,000
Aggregate advertising injury or damage	\$ 5,000,000
Aggregate occupational disease	\$ 5,000,000

Item 4 The insured's retention is \$ 25,000

Item 5 Computation of Premium

EXPOSURE BASIS	CODE NO.	ESTIMATED ANNUAL EXPOSURE	RATE	ESTIMATED ANNUAL PREMIUM (324)
Per \$100 Unlimited	99935	1,600,000 (GA)	.50	\$ 8,000
Payroll		7,900,000 (A/O)	1.165	\$ 92,035
Minimum Premium	\$100,000		Premium Deposit	\$ 100,035 25,009

The premium for this policy is payable \$ in advance, \$ on first anniversary and \$ on second anniversary.

Audit Basis: At Expiration Annual Semi-Annual Quarterly Monthly Flat Charge

Item 6 Underlying Insurers	Underlying Policies Policy Number and Type	Limits of Liability		
		Each Person	Each Occurrence	Aggregate
See Schedule	BI PD			
	BI PD			
	BI PD			
	BI PD			

This policy, including all endorsements issued therewith, is hereby countersigned by... *R. D. W.* ...
Authorized Representative

Work Units	Typed md	Audit Basis	Periodic Payment	Pol. H. G.	Home State	Renewal of
1 2	3-6-79	9	\$	<input type="checkbox"/> . \$	VA	LEI-318

ITEM 6 - EXTENSION SCHEDULE

Underlying Insurers	Underlying Policies	Limits of Liability			
		Each Person	Each Occurrence	Aggregate	
Liberty Mutual	Workmen's Compensation WC2-121-010461-399	BI PD	Cov. B	100,000	
	Workmen's Compensation WC2-121-010461-309	BI PD	Cov. B	500,000	
	General Liability LGI-121-010461-189	BI PD	500,000	500,000	
	Automobile AE1-121-010461-419	BI PD	300,000	500,000	
	AS1-121-010461-169	BI PD	1,000,000 CSL		
		BI PD			
	Travelers Ins. Co.	Automobile #650-119B079-3IND-74 (Wayne Mfg. Corp.)	BI PD	200,000	500,000 100,000
			BI PD		
			BI PD		
			BI PD		
		BI PD			

LE1-121-010461-319

UMBRELLA EXCESS LIABILITY POLICY

THIS POLICY CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE — EXCESS LIABILITY

The company will pay on behalf of the insured all sums in excess of the retained limit which the insured shall become legally obligated to pay, or with the consent of the company, agrees to pay, as damages, direct or consequential, because of:

- (a) personal injury,
(b) property damage, or
(c) advertising injury or damage

with respect to which this policy applies and caused by an occurrence.

This policy does not apply:

- (a) to personal injury or property damage occurring away from premises owned, rented or controlled by the named insured...
(b) to personal injury or property damage for which liability is assumed under any contract or agreement...
(c) to (1) any obligation for which the insured or any carrier as his insurer may be held liable...
(d) to (1) property damage to property of any kind owned...
(e) with respect to premises alienated by the named insured...

- (2) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(i) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
(ii) the failure of the insured's products or such work to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but part (2) of exclusion (e) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or such work after such products or work have been put to use by any person or organization other than an insured;

- (3) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of such products or work or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

- (f) to advertising injury or damage claimed for failure to perform any contract or by reason of a mistake in the advertised price or an incorrect description of any article or commodity;

- (g) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is both sudden and accidental.

II INVESTIGATION, DEFENSE, SETTLEMENT, ASSISTANCE AND COOPERATION

With respect to personal injury, property damage or advertising injury or damage covered under this policy (or which would be covered but for the insured's retention as stated in the declarations), but not covered under any underlying policy or any other insurance, the company will

- (1) defend any suit against the insured seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;
(2) pay all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
(3) pay all premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit

for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of any vehicle to which this policy applies, but the company shall have no obligation to apply for or furnish any such bonds;

- (4) pay all reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day;

and the amounts so incurred, except settlement of claims and suits, are not subject to the insured's retention as stated in the declarations and are payable by the company in addition to the applicable limit of liability of this policy.

The insured agrees to reimburse the company promptly for amounts paid in settlement of claims or suits to the extent that such amounts are within the insured's retention as stated in the declarations.

The named insured agrees to arrange for the investigation, defense or settlement of any such claim or suit in any country where the company may be prevented by law from carrying out this agreement. The company will pay defense expenses incurred with its written consent in addition to its applicable limit of liability under this policy and will promptly reimburse the named insured for its proper share, subject to its applicable limit of liability under this policy, of any settlement above the retained limit made with the company's written consent.

The company shall have the right to associate at its own expense with the insured or any underlying insurer in the investigation, defense or settlement of any claim or suit which in the company's opinion may require payment hereunder. The insured, at the company's request shall assist and cooperate in every way with respect to the handling of all claims or suits and the enforcement of all rights of salvage, contribution or indemnity that may affect the company's obligations under this policy.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (1) The named insured and any executive officer, director, stockholder, partner or employee of the named insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the named insured, but not with respect to the operation of any vehicle owned by such person or organization;
- (2) with respect to premises of the named insured or operations by or on behalf of the named insured, any person, organization, trustee or estate for whom the named insured must, by written agreement, provide liability insurance, but not for more or broader insurance than such agreement requires;
- (3) any additional insured (not a named insured under this policy) included in an underlying policy, but not for broader coverage than is available to such additional insured under the underlying policy;
- (4) any person while using with the named insured's permission any vehicle for which insurance is provided to the named insured hereunder, and any person or organization legally responsible for the use thereof, except:
 - (a) a person or organization, or an agent or employee thereof, operating a vehicle manufacturing or repair shop, hangar, public garage, shipyard, livery, sales agency, service station, public airport, public parking place, marina or boat yard, with respect to any occurrence arising out of the operation thereof;
 - (b) the owner of any such vehicle or any employee of such owner. This subdivision (b) shall not apply if it restricts the insurance granted under subdivision (3) above.

This policy applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

LIMITS OF LIABILITY

Regardless of the number of insureds under this policy or the number of persons or organizations who sustain personal injury, property damage or advertising injury or damage, the company's liability is limited as follows:

Each Occurrence — The limit of liability stated in the declarations as applicable to "each occurrence" is the limit of the company's liability for all damages, direct and consequential, because of all personal injury, property damage and advertising injury or damage sustained by one or more persons or organizations as the result of any one occurrence.

Aggregates — The limits of liability stated in the declarations as (a) "aggregate products-completed operations", (b) "aggregate property damage", (c) "aggregate advertising injury or damage" and (d) "aggregate occupational disease" are, respectively, the total limits of the company's liability for all damages, direct and consequential, because of the following occurring during any one annual period during which this policy is in force: (a) all personal injury arising out of the products-completed operations hazard, (b) all property damage, (c) all advertising injury or damage and (d) all occupational disease sustained by employees of the named insured.

For the purpose of determining the limits of the company's liability:

- (1) all personal injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions; or
- (2) all advertising injury or damage involving one or more causes of injury, including all reproductions or repetitions thereof, regardless of the number and kind of media used;

shall be considered as the result of one and the same occurrence.

Non-Cumulation of Liability — Same Occurrence — If the same occurrence gives rise to personal injury, property damage or advertising injury or damage which occurs partly before and partly within any annual period of this policy, the each occurrence limit and the applicable aggregate limit or limits of this policy shall be reduced by the amount of each payment made by the company with respect to such occurrence, either under a previous policy or policies of which this is a replacement, or under this policy with respect to previous annual periods thereof.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"advertising injury or damage" means personal injury (other than bodily injury) and injury to intangible property sustained by a person or organization arising out of causes of injury first published in connection with the named insured's advertising activities during the policy period as the result of libel, slander, defamation, piracy, infringement of copyrights, invasion of the right of privacy or any negligent act, error or omission in the use of advertising or merchandising ideas.

"annual period" means the twelve month period following the effective date or any anniversary thereof falling within the policy period, or if the time between any such date and the termination of this policy is less than twelve months, such lesser period.

"bodily injury" includes sickness or disease and death resulting at any time therefrom.

"defense expenses" means all reasonable expenses (other than the amount of any settlement) incurred by the named insured in discharging the named insured's obligations under Section II with respect to the investigation, defense or settlement of claims or suits, except (1) salaries of salaried employees of the named insured, and (2) any such expenses payable under an underlying policy or any other valid and collectible insurance.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage.

"insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name.

"named insured" means the person or organization named in Item 1 of the declarations of this policy.

"occurrence" means injurious exposure to conditions, which results in personal injury, property damage or advertising injury or damage neither expected nor intended from the standpoint of the insured.

"personal injury" means personal injury or bodily injury which occurs during the policy period sustained by a natural person, but excluding any such injury included within the definition of advertising injury or damage.

"products-completed operations hazard" means (1) the insured's products, if the personal injury or property damage occurs after possession thereof has been relinquished to others, and (2) operations performed by or on behalf of the named insured (wherever performed and whether or not involving the insured's products), if the personal injury or property damage occurs after such operations have been completed or abandoned. Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period, or (3) injury to intangible property which occurs during the policy period sustained by an organization as a result of false eviction, malicious prosecution, libel, slander or defamation, but excluding any such damage included within the definition of advertising injury or damage.

"retained limit" means as to each occurrence with respect to which insurance is afforded under this policy:

- (1) if an underlying policy is also applicable or would be applicable but for breach of policy conditions; the relevant "each person", "each accident", "each occurrence" or similar limit of liability stated therein (less any reduction thereof by reason of an over-riding aggregate limit of liability) plus all amounts payable under other insurance, if any;
- (2) if any underlying policy otherwise applicable is inapplicable by reason of exhaustion of an aggregate limit of liability: all amounts payable under other insurance, if any; or
- (3) if neither paragraphs (1) or (2) above apply and
 - (a) the insured has other insurance: all amounts payable under such other insurance, but in no event less than the amount stated in the declarations as the insured's retention, or
 - (b) the insured has no other insurance; the amount stated in the declarations as the insured's retention.

For the purpose of determining the retained limit, "other insurance" means any other valid and collectible insurance (except under an underlying policy) which is available to the insured, or would be available to the insured in the absence of this policy, it being the intention that this policy shall not apply under or contribute with such other insurance unless the company's agreement thereto is endorsed hereon.

"underlying policy" } mean, respectively, a policy listed as an
"underlying insurer" } underlying policy in the declarations and the insurer or insurers subscribing such a policy.

CONDITIONS

1 Premium The premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the premium rate and exposure basis stated in the declarations.

2 Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Notice of Occurrence Whenever the insured has information from which it may reasonably conclude that an occurrence has taken place which might involve this policy, notice shall be sent to the company or any of its authorized agents as soon as practicable.

Appeals In the event the insured or the insured's underlying insurers elect not to appeal a judgment which appears to the company as likely to involve payment under this policy, the company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs, disbursements and interest incidental to the appeal, but in no event shall the liability of the company for any one occurrence exceed the limit of liability set forth in Section IV plus such incidental costs, disbursements and interest.

Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. Any amounts so recovered shall be apportioned as follows:

Any interest (including the insured) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Maintenance of Underlying Policies The named insured shall maintain the underlying policies with limits of liability as stated in Item 6 of the declarations and renewals thereof in full effect during this policy period, except for any reduction or exhaustion of

such
would have

The named insured shall, as soon as practicable, pay the amount of limits of insurance of the termination of any coverage or limits of any underlying insurer's liability.

10

Action Against Company No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the

Declarations The insured hereby agrees that the statements and representations, that this insured, the truth of such representations and agreements existing between himself and its agents relating to this insurance.

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

13

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

SECRETARY

PRESIDENT

LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

Liability Coverage, to **bodily injury or property damage**

with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material, special nuclear material or byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

Bruce E. Doorman

SECRETARY

Melvin B. Bradshaw

PRESIDENT

G320
10/1/66

AMENDATORY ENDORSEMENT

It is hereby agreed that Name of Insured Endorsement No. 1 is amended to include:

Harriet Hopeman for her interests at: 1230 University Avenue, Rochester, NY - leased to Morgan Machine Co.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-319
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Bowman *Malcolm B. Bradshaw*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 2

AMENDATORY ENDORSEMENT - OTHER INSURANCE

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-319
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Boorman *Melvin S. Gadden*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 3

Amendatory Endorsement

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-319
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman *Malcolm B. Goodwin*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by Authorized Representative

Issued Sales Office and No. End. Serial No. 4

NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 60 days after written notice of such cancelation or reduction has been mailed to

<u>Name</u>	<u>Address</u>
Hopeman Brothers	c/o Fred S. James & Company 1000 Sibley Tower. Rochester, NY 14604

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
 Effective Date Expiration Date
 For attachment to Policy or Bond No. LE1-121-010461-319
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Doorman *Melvin B. Budden*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 5

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only with respect to operations or occurrences in:

Maryland
New Hampshire
Vermont

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-319
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Anna E. Doorman SECRETARY
Malcolm S. Goodwin PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 6

ISO G321 ED1
(1-1-73)

Printed
in
USA

AMENDATORY ENDORSEMENT

It is agreed that name of insured endorsement-item 1, endorsement No. 1 is amended to include the following:

Pickroy Corporation

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date 12-13-79

Expiration Date 1-1-80

LIBERTY MUTUAL INSURANCE COMPANY

LIBERTY MUTUAL FIRE INSURANCE COMPANY

For attachment to Policy or Bond No. LE1-121-010461-319 TD 33/9

Audit Basis 9

Issued to AWH Corporation Etal

Oliver E. Doorman *Malcolm B. Goodwin*
SECRETARY PRESIDENT

R. D. Williams

Work Units 1 --

Countersigned by

Authorized Representative

Issued jg 3-14-80 Sales Office and No. 220

End. Serial No. 9

GENERAL LIABILITY
AMENDATORY ENDORSEMENT — ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

For attachment to Policy or Bond No.

Audit Basis

Issued to

Expiration Date

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Bowman
SECRETARY

Melvin S. Buchanan
PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LE1-121-010461-319

Name of Policyholder:

Address:

Countersigned by *Jean L. McLaughlin*
 (Resident Agent of Liberty Mutual Insurance Company)
 (Resident Agent of Liberty Mutual Fire Insurance Company)

Sales Office _____

Virginia
(State)

1710 R1

Printed
in
USA

SHORT RATE CANCELLATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

UMBRELLA EXCESS LIABILITY POLICY



THIS POLICY IS NONASSESSABLE

**OFFICES
IN
PRINCIPAL CITIES
THROUGHOUT
THE
UNITED STATES
AND
CANADA**

Travelers Exhibit N

INCOMPLETE POLICY

This notification is affixed to a policy in which certain pages of the policy are illegible, including the one(s) listed below. After a diligent search of company records available as of this date, we could not locate a more legible record.

Portions of the policy are illegible: Pages(s): 2 and 18.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 2459 WCA

01/01/80 - 01/01/81

06/20/2025

Policy Number(s)

Policy Period(s)

Date



Peter J. Michalik, Director, Operations
Document Management

CLASS	TYPE	DATE	AMOUNT	STATUS	REMARKS
10	1	10	10	F	
1	1	1	1	3	1/22/00
1000	X	10000	3		

EXCESS OVERLAYER INDEMNITY POLICY

THE AETNA CASUALTY AND SURETY COMPANY
 Hartford, Connecticut 06115
 (a stock insurance company, herein called "Aetna Casualty")

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agree with the Insured named in the declarations as follows:

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

ASH CONSTRUCTION CO.
 (SIC EMPLOYMENT)
 P.O. BOX 820
 WASHINGTON, VIRGINIA 22900

LIMITS OF LIABILITY

20% (25,000,000 MAXIMUM) QUOTA SHARE OF
 25,000,000 EACH OCCURRENCE

20% (25,000,000 MAXIMUM) QUOTA SHARE OF
 25,000,000 ANNUAL AGGREGATE

ENDORSEMENTS: ~~SEE ENDOREMENT SCHEDULE~~

SEE ENDORSEMENT SCHEDULE

POLICY NO. 01 2159 CA

POLICY PERIOD

From 1/1/00 To 1/1/01
 12:01 A.M. standard time at the address of Insured

PREMIUM

Flat charge

Adjustable at a rate of

per \$ of

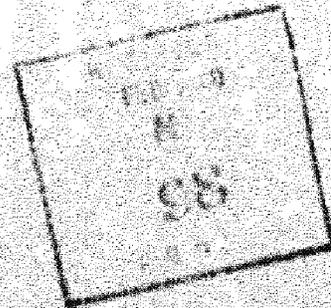
Minimum Premium

Total Advance Premium 22,000

3 Year Policy Installments

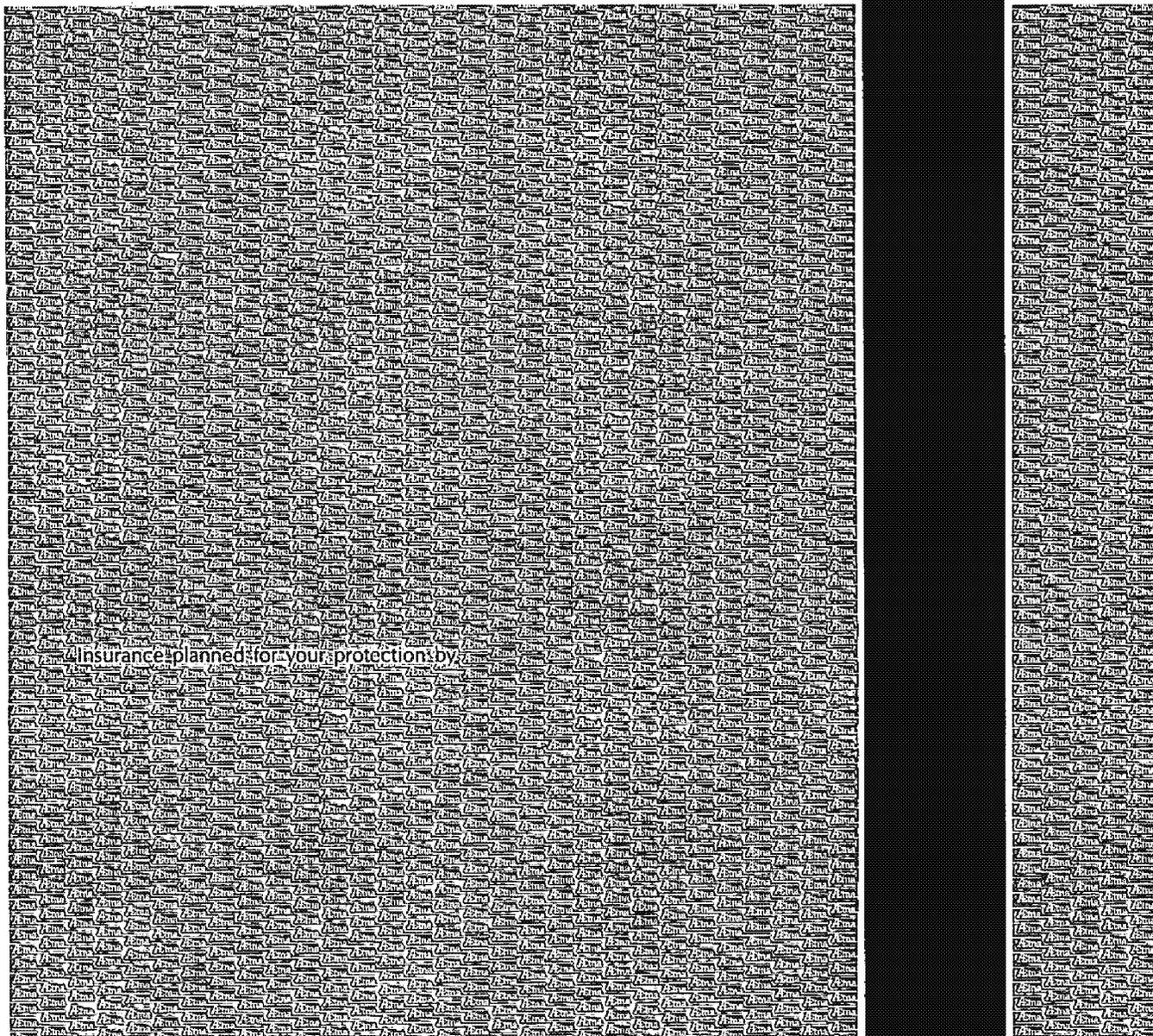
1st Anniversary

2nd Anniversary



NON-ORIG COPY

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

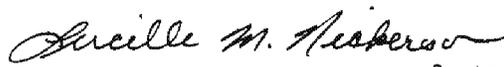


(90985) 3-70

Cat. 821829
Printed in U.S.A.

*Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

Section 2. INDEMNITY AGREEMENT

AEYNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all policies described in Section 3. Schedule of Underlying Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

SECTION 2 SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of joint-share policies listed is deemed to be all policies listed below it.)

<u>POLICY NUMBER</u>	<u>INSURER</u>	<u>COVERAGE EXCESS</u>	<u>LIMITS OF LIABILITY:</u>		
			<u>EACH PERSON</u>	<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
THIS SCHEDULE APPLIES EXCLUSIVELY TO THE OPERATIONS OF A.V. HOFFMAN & SONS COMPANY EXCLUDING ANY CORPORATION.					
TRD	LONDON & VARIOUS	EXCESS LIABILITY		25,000,000	25,000,000
TRD	LONDON & VARIOUS	EXCESS LIABILITY		25,000,000	25,000,000
TRD	LONDON & VARIOUS	EXCESS LIABILITY		15,000,000	15,000,000
TRD	LONDON & VARIOUS	EXCESS LIABILITY		5,000,000	5,000,000
RENEWAL OF LET 181-013754-179	LIBERTY MUTUAL	UMBRELLA LIABILITY		5,000,000	5,000,000

PRIMARY

AS PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN RENEWAL OF LET-181-013754-179 ISSUED BY LIBERTY MUTUAL.

CONTROLLING INSURANCE

**RENEWAL OF
LET-181-013754-179 LIBERTY MUTUAL UMBRELLA LIABILITY**

This schedule applies to the above policies and any renewals or replacements thereof.

(SP-12106-2) (2)

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

<u>POLICY NUMBER</u>	<u>INSURER</u>	<u>COVERAGE</u> <u>EXCESS</u>	<u>LIMITS OF LIABILITY</u>		
			<u>EACH PERSON</u>	<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
THIS SCHEDULE APPLIES EXCLUSIVELY TO THE OPERATIONS OF ANY CORPORATION EXCLUDING A. W. HOFFMAN & SON'S COMPANY.					
120	LONDON & VARIOUS	EXCESS INDEMNITY		25,000,000	25,000,000
120	LONDON & VARIOUS	EXCESS INDEMNITY		25,000,000	25,000,000
120	LONDON & VARIOUS	EXCESS INDEMNITY		15,000,000	15,000,000
120	LONDON & VARIOUS	EXCESS INDEMNITY		5,000,000	5,000,000
RENEWAL OF 121-121-010461-319	LIBERTY MUTUAL	UMBRELLA LIABILITY		5,000,000	5,000,000

PRIMARY

AS PER SCHEDULE OF UNDERLYING INSURANCE ISSUED BY RENEWAL OF 121-121-010461-319 ISSUED BY LIBERTY MUTUAL.

CONTROLLING INSURANCE

RENEWAL OF 121-121-010461-319 LIBERTY MUTUAL UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof.

(08-13105-2) (2)

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1, with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. M. ...
Secretary

CLASSIFICATION	AMOUNT OF LOSS	TYPE OF LOSS	DATE OF LOSS	DESCRIPTION OF LOSS	REMARKS

ENDORSEMENT INDEX

<u>ENVT. NO.</u>	<u>FORM NO.</u>	<u>DESCRIPTION</u>
1.	13113-A	BROAD FORM NUCLEAR ENERGY EXCLUSION
2.	EN-13106-4	EXCLUSION-COMMUNICATED OR POLLUTION
3.	EN-13106-6	AMENDMENT OF DISCRIMINATION COVERAGE
4.	EN-13124	PRION INSURANCE AND NON-CUMULATION OF LIABILITY
5.	SPECIAL NO. 5	CONTRACTOR'S LIMITATION ENDORSEMENT
6.	SPECIAL NO. 6	EXCLUSION-ENGINEERS, ARCHITECTS, OR SUPERVISORS PROFESSIONAL LIABILITY
7.	SPECIAL NO. 7	NAMED INSURED
8.	EN-13111	AMENDMENT OF CANCELLATION CONDITION

This endorsement issued by one of the below named companies forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

If the endorsement below is required with when the endorsement is issued subsequent to inception of policy.

Endorsement effective	Policy No.	Endorsement No.
Contract required		
1st Annual Premium \$	Retain Premium \$	BI PE
		1st Advance \$ 5
		1st Ann \$ 5
		2nd Ann \$ 5

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

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 Aetna Casualty and Surety Company

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

William O. Bailey
President

For attachment to the following policy forms:
(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

..(13113-A)

CAT. 001902
PRINTED IN U.S.A.

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of any liquid, gaseous, solid, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, or of contamination, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	2
Name insured			
Additional Premium \$	Return Premium \$	SI	PD
		In Advance \$	\$
		1st Annv. \$	\$
		2nd Annv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

PRINTED IN U.S.A.

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$
The Aetna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut		Countersigned by _____ (Authorized Representative)	

KX-13106-4

PRINTED IN U.S.A.

**EXCESS OVERLAYER IDENTIFY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)**

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE PERSONAL INJURY LIABILITY COVERAGE DOES NOT APPLY TO INJURIES SUSTAINED BY ANY PERSON AS A RESULT OF DISCRIMINATION DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE INSURED.

This endorsement issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	3
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

**The Alico Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Counterparted By _____
(Authorized Representative)

(X-13106-6)

**EXCESS OVERLAYER INDEMNITY POLICY
Prior Insurance And Non-Cumulation of Liability (II)**

"It is agreed that in determining "Excess Net Loss" the applicable limits of all policies described in Section 3, Schedule of Underlying Insurance will be deemed to be the amount specified in the Schedule, unreduced by any provision in any policy contained in the Schedule providing for reduction of limits with respect to any payment made under any prior policy or a prior annual period of any Scheduled policy."

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	A
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

Countersigned by _____
(Authorized Representative)

EXCESS OVERLAYER INDEMNITY POLICY
(Contractor's Limitation Endorsement)

It is agreed the policy does not apply:

- (a) to PERSONAL INJURY or PROPERTY DAMAGE arising out of any project insured under a 'wrap-up' rating plan;
- (b) to PROPERTY DAMAGE to
 - (i) leased or rented equipment, or
 - (ii) property being installed, erected or worked upon by or on behalf of the INSURED;
- (c) unless insurance therefor is provided by a policy of Underlying Insurance as stated in Section I of the policy, to liability assumed by the INSURED under any contract or agreement;
- (d) to PROPERTY DAMAGE included within the EXPLOSION HAZARD, the COLLAPSE HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, unless insurance therefor is provided by a policy of Underlying Insurance at the full limits of liability as stated in Section I of this policy, and then only for such hazards for which coverage is afforded under said Underlying Insurance.

Additional definitions. When used in reference to this policy:

"EXPLOSION HAZARD" includes PROPERTY DAMAGE arising out of blasting or explosion. The EXPLOSION HAZARD does not include PROPERTY DAMAGE (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the NAMED INSURED by independent contractors, or (3) included within the COMPLETED OPERATIONS HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, or (4) for which liability is assumed by the INSURED under any contract;

"COLLAPSE HAZARD" includes "structural property damage" as defined herein and PROPERTY DAMAGE to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, backfilling, tunnelling, pile driving, cofferdam work or caisson work, (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The COLLAPSE HAZARD does not include PROPERTY DAMAGE (1) arising out of operations performed for the NAMED INSURED by independent contractors, or (2) included within the COMPLETED OPERATIONS HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, or (3) for which liability is assumed by the INSURED under any contract;

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. 5

Named Insured

SPECIAL NO. 5

X9-T-113

**EXCESS OVERLAYER LIABILITY POLICY
Contractor's Limitation Endorsement**

"UNDERGROUND PROPERTY DAMAGE HAZARD" includes "underground property damage" as defined herein and PROPERTY DAMAGE to any other property at any time resulting therefrom. "Underground property damage" means PROPERTY DAMAGE to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling or pile driving. The UNDERGROUND PROPERTY DAMAGE HAZARD does not include PROPERTY DAMAGE (1) arising out of operations performed for the NAMED INSURED by independent contractors, or (2) included within the COMPLETED OPERATIONS HAZARD, or (3) for which liability is assumed by the INSURED under any contract.

Travelers Exhibit O

CERTIFIED POLICY

This certification is affixed to a policy which is a true and accurate copy of the document in the company's business records as of the date shown below.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 2460 WCA	01/01/80 - 01/01/81	06/20/2025
Policy Number(s)	Policy Period(s)	Date



Peter J. Michalik, Director, Operations
Document Management

CLASSIFICATION	1	1	3
LINE NO.	10888		
DATE			
000	X		

EXCESS OVERLAYER INDEMNITY POLICY

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115
(a stock insurance company, herein called "Aetna Casualty")

THE COOPERATION of the insured of the provisions and subject to all of the terms of this policy, agrees with the insured named in the declaration as follows:

POLICY NO. 01 21 2150 CA

Section 1. DECLARATIONS

NAME INSURED AND ADDRESS

THE MATT'S ITAL
(275 W. WASHINGTON ST)
P.O. BOX 300
ARRESTON VA, VIRGINIA 22950

POLICY PERIOD

From 1-1-80 To 1-1-81
12:01 A.M. standard time at the address of insured

PREMIUM

Flat charge

Adjustable at a rate of _____ per \$ of _____

Minimum Premium _____

Total Advance Premium 2,500

3 Year Policy Installments

1st Anniversary _____

2nd Anniversary _____

LIMITS OF LIABILITY:

\$25,000,000 (MAXIMUM) COMMERCIAL
\$25,000,000 (MAXIMUM) PERSONAL AUTOMOBILES

ENDORSEMENTS: 1. Special Form of New Contract for 1979

END ENDORSEMENT INDEX

SEARCHED
SERIALIZED
INDEXED
FILED

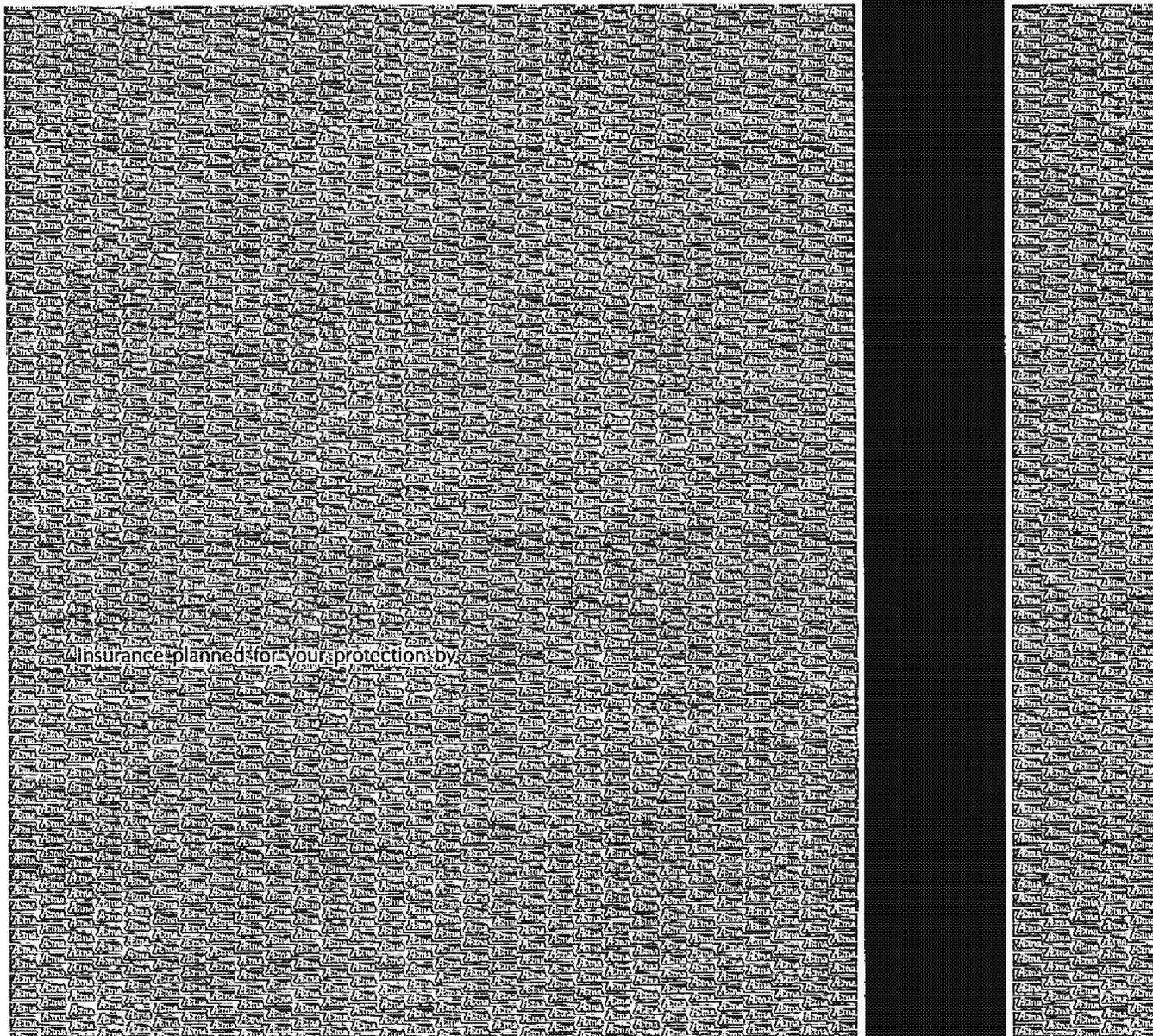
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The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

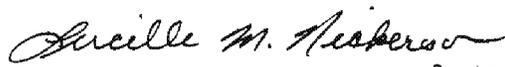


Insurance planned for your protection by

(90985) 3-70

Cat. 821829
Printed in U.S.A. *Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

Section 2. INDEMNITY AGREEMENT

AEYNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all policies described in Section 3. Schedule of Underlying Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

SECTION 1. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

<u>POLICY NUMBER</u>	<u>INSURER</u>	<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>		
			<u>EACH PERSON</u>	<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
<u>EXCESS</u>					
THIS SCHEDULE APPLIES EXCLUSIVELY TO THE OPERATIONS OF A. W. HOFFMAN & SONS COMPANY EXCLUDING A. W. H. CORPORATION					
TBD	NYSA & VARIOUS	EXCESS INDemnITY		25,000,000	25,000,000
TBD	LONDON & VARIOUS	EXCESS INDemnITY		25,000,000	25,000,000
TBD	LONDON & VARIOUS	EXCESS INDemnITY		25,000,000	25,000,000
TBD	LONDON & VARIOUS	EXCESS INDemnITY		15,000,000	15,000,000
TBD	LONDON & VARIOUS	EXCESS INDemnITY		5,000,000	5,000,000
RENEWAL OF LEI-181-013754-179	LIBERTY MUTUAL	UMBRELLA LIABILITY		5,000,000	5,000,000

PRIMARY

AS PER SCHEDULE OF UNDERLYING INSURANCE SET FORTH IN RENEWAL OF LEI-181-013754-179 ISSUED BY LIBERTY MUTUAL

RENEWAL OF
LEI-181-013754-179

CONTROLLING INSURANCE

LIBERTY MUTUAL UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof.

(28-13106-2) (2)

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed in excess of all policies listed below it.)

<u>POLICY NUMBER</u>	<u>INSURER</u>	<u>COVERAGE</u>	<u>EACH PERSON</u>	<u>LIMITS OF LIABILITY</u>	
				<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>

EXCESS

THIS SCHEDULE APPLIES EXCLUSIVELY TO THE OPERATION OF A W H CORPORATION EXCLUDING A. W. HOFFMAN & SON COMPANY.

TED	SWA & VARIOUS	EXCESS LIABILITY	25,000,000	25,000,000
TED	LONDON & VARIOUS	EXCESS LIABILITY	25,000,000	25,000,000
TED	LONDON & VARIOUS	EXCESS LIABILITY	25,000,000	25,000,000
TED	LONDON & VARIOUS	EXCESS LIABILITY	15,000,000	15,000,000
TED	LONDON & VARIOUS	EXCESS LIABILITY	5,000,000	5,000,000
RENEWAL OF LEI-121-010461-319	LIBERTY MUTUAL	UMBRELLA LIABILITY	5,000,000	5,000,000

PRIMARY

AS PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN RENEWAL OF LEI-121-010461-319 ISSUED BY LIBERTY MUTUAL

CONTROLLING INSURANCE

RENEWAL OF
LEI-121-010461-319 LIBERTY MUTUAL UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof.

(88-13106-2) (2)

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1, with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. M. ...
Secretary



ENDORSEMENT INDEX

<u>ENDORSEMENT NO.</u>	<u>FORM NO.</u>	<u>DESCRIPTION</u>
1.	13113-A	BROAD FORM NUCLEAR ENERGY EXCLUSION
2.	XN-13106-4	EXCLUSION - CONTAMINATION OR POLLUTION
3.	XN-13106-6	AMENDMENT OF DISCRIMINATION COVERAGE
4.	XN 13124	PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY
5.	SPECIAL NO. 5	CONTRACTOR'S LIMITATION ENDORSEMENT
6.	SPECIAL NO. 6	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
7.	SPECIAL NO. 7	NAMED INSURED
8.	XN 13111	AMENDMENT OF CANCELLATION CONDITION

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

William O. Bailey
President

For attachment to the following policy forms:
(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

..(13113-A)

CAT. 001902
PRINTED IN U.S.A.

**EXCESS OVER RETIREE LIABILITY POLICY
(EXCLUSION OF RETIREMENT OR POLLUTION)**

This policy does not cover any liability for... (The text is extremely faint and largely illegible due to heavy noise and low contrast in the scan.)

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named insured			
Additional Premium \$	Return Premium \$	BI	PO
		In Advance \$	\$
		1st Annv. \$	\$
		2nd Annv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

PRINTED IN U.S.A.

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$
The Aetna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut		Countersigned by _____ (Authorized Representative)	

KX-13106-4

PRINTED IN U.S.A.

**EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)**

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE PERSONAL INJURY LIABILITY COVERAGE DOES NOT APPLY TO INJURIES SUSTAINED BY ANY PERSON AS A RESULT OF DISCRIMINATION DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE INSURED.

The endorsement issued by one of the below named companies forms a part of the policy to which attached, effective on the inception date of the policy which is hereby stated herein.

(This information below is required only when the endorsement is issued subsequent to preparation of policy.)

Endorsement Reference	Policy No.	Endorsement No.	
General Exclusion 1	General Exclusion 1	01	FD
		In Advance \$	\$
		1st Ann. \$	\$
		2nd Ann. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Covered by _____
(Authorized Representative)

(01-1306-5)

**EXCESS OVERLAYER INDEMNITY POLICY
Prior Insurance And Non-Cumulation of Liability (II)**

It is agreed that in determining "Excess Net Loss" the applicable limits of all policies described in Section 3, Schedule of Underlying Insurance will be deemed to be the amount specified in the Schedule, un-reduced by any provision in any policy contained in the Schedule providing for reduction of limits with respect to any payment made under any prior policy or a prior annual period of any Scheduled policy."

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	a
Named Insured			
Additional Premium \$	Return Premiums \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

Countersigned by _____
(Authorized Representative)



**EXCESS OVERLAP INSURANCE POLICY
(CONTRACTOR'S LIMITATION ENDORSEMENT)**

IT IS AGREED THE POLICY DOES NOT APPLY:

- (a) TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF ANY PROJECT INSURED UNDER A "WRAP-UP" RATING PLAN;
- (b) TO PROPERTY DAMAGE TO
 - (1) LEASED OR RENTED EQUIPMENT, OR
 - (11) PROPERTY BEING INSTALLED, ERECTED OR WORKED UPON BY OR ON BEHALF OF THE INSURED;
- (c) UNLESS INSURANCE THEREFOR IS PROVIDED BY A POLICY OF UNDERLYING INSURANCE AS STATED IN SECTION I OF THE POLICY, TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT;
- (d) TO PROPERTY DAMAGE INCLUDED WITHIN THE EXPLOSION HAZARD, THE COLLAPSE HAZARD OR THE UNDERGROUND PROPERTY DAMAGE HAZARD, UNLESS INSURANCE THEREFOR IS PROVIDED BY A POLICY OF UNDERLYING INSURANCE AT THE FULL LIMITS OF LIABILITY AS STATED IN SECTION I OF THIS POLICY, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

ADDITIONAL DEFINITIONS. WHEN USED IN REFERENCE TO THIS POLICY:
"EXPLOSION HAZARD" INCLUDES PROPERTY DAMAGE ARISING OUT OF BLASTING OR EXPLOSION. THE EXPLOSION HAZARD DOES NOT INCLUDE PROPERTY DAMAGE: (1) ARISING OUT OF THE EXPLOSION OF AIR OR STEAM VESSELS, PIPING UNDER PRESSURE, PRIME MOVERS, MACHINERY OR POWER TRANSMITTING EQUIPMENT, OR (2) ARISING OUT OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS, OR (3) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD OR THE UNDERGROUND PROPERTY DAMAGE HAZARD, OR (4) FOR WHICH LIABILITY IS ASSUMED BY THE INSURED UNDER ANY CONTRACT.

SPECIAL NO. 5

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company



**EXCESS OVERLAYED INDEMNITY POLICY
(CONTRACTOR'S LIMITATION ENDORSEMENT) - CONTINUED**

"COLLAPSE HAZARD" INCLUDES "STRUCTURAL PROPERTY DAMAGE" AS DEFINED HEREIN AND PROPERTY DAMAGE TO ANY OTHER PROPERTY AT ANY TIME RESULTING THEREFROM. "STRUCTURAL PROPERTY DAMAGE" MEANS THE COLLAPSE OF OR STRUCTURAL INJURY TO ANY BUILDING OR STRUCTURE DUE TO (1) GRADING OF LAND, EXCAVATING, BORROWING, FILLING, BACKFILLING, TUNNELLING, FILE DRIVING, COPPERDAM WORK OR CAISSON WORK, (2) MOVING, SHORING, UNDERPINNING, RAISING OR REVELTION OF ANY BUILDING OR STRUCTURE OR REMOVAL OR REBUILDING OF ANY STRUCTURAL SUPPORT THEREOF. THE COLLAPSE HAZARD DOES NOT INCLUDE PROPERTY DAMAGE (1) ARISING OUT OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS, OR (2) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD OR THE UNDERGROUND PROPERTY DAMAGE HAZARD, OR (3) FOR WHICH LIABILITY IS ASSUMED BY THE INSURED UNDER ANY CONTRACT;

"UNDERGROUND PROPERTY DAMAGE HAZARD" INCLUDES "UNDERGROUND PROPERTY DAMAGE" AS DEFINED HEREIN AND PROPERTY DAMAGE TO ANY OTHER PROPERTY AT ANY TIME RESULTING THEREFROM. "UNDERGROUND PROPERTY DAMAGE" MEANS PROPERTY DAMAGE TO WIRES, CONDUITS, PIPES, MAINS, SEWERS, TANKS, TUNNELS, ANY SIMILAR PROPERTY, AND ANY APPARATUS IN CONNECTION THEREWITH, BENEATH THE SURFACE OF THE GROUND OR WATER, CAUSED BY AND OCCURRING DURING THE USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF GRADING LAND, PAVING, EXCAVATING, DRILLING, BORROWING, FILLING, BACKFILLING OR FILE DRIVING. THE UNDERGROUND PROPERTY DAMAGE HAZARD DOES NOT INCLUDE PROPERTY DAMAGE (1) ARISING OUT OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS, OR (2) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD, OR (3) FOR WHICH LIABILITY IS ASSUMED BY THE INSURED UNDER ANY CONTRACT.

THIS ENDORSEMENT FORMS A PART OF THE POLICY TO WHICH ATTACHED, EFFECTIVE FROM ITS DATE OF ISSUE UNLESS OTHERWISE STATED HEREIN.

SPECIAL NO. 5

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

EXCESS OVERLAYED INDEMNITY POLICY

(EXCLUSION-ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY)

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS ARISING OUT OF ANY PROFESSIONAL SERVICES PERFORMED BY OR ON BEHALF OF THE NAMED INCURRED, INCLUDING

- (1) THE PREPARATION OR APPROVAL OF MAPS, PLANS, OPINIONS, REPORTS, SURVEYS, DESIGN OR SPECIFICATIONS, AND
- (2) SUPERVISORY, INSPECTION OR ENGINEERING SERVICES.

6

SPECIAL NO. 6

The Fire Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Amended Cancellation Condition

It is agreed that the second sentence of the Cancellation Condition of the policy is amended to read as follows:

This policy may be cancelled by Atna Casualty by mailing to the insured first named in Section 1, at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective.

This policy is issued by the Atna Casualty Company, a part of the policy as attached, effective on the insurance date of the policy as indicated on stated herein.

The information hereon is given for the information of insured and agent in preparation of policy.

Insured Name	Policy No.	Endorsement No.	
1234 Main Street	ABC-1234	01	PL
	Rate - Premium \$		
		1st Advance \$	5
		1st Adv. \$	5
		2nd Adv. \$	5

The Atna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

(Insured by) _____
(Authorized Representative)

Travelers Exhibit P



UMBRELLA EXCESS LIABILITY POLICY

DECLARATIONS

1. 121-010461-310	TD/CO 33/7	SALES OFFICE Lynbrook	CODE 220	SALES REPRESENTATIVE Champagne	CODE 7541	R/E 2	1ST YEAR 74
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Item 1 Named Insured AWH Corporation and as per Endorsement No. 1

01 04 61/0000

Address P.O. Box 1211, Waynesboro, VA 22980

Additional Named Insureds:

Item 1: Any other business organization while any of the foregoing named insureds owns an interest therein of more than fifty percent (50%) during the policy period.

Item 2 Policy Period: From MO. DAY YR. to MO. DAY YR.
1 1 80 to 1 1 81

12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3 Limits of Liability: The limits of the company's liability under this policy are as stated herein, subject to all of the terms of this policy having reference thereto.

Each occurrence	\$ 5,000,000
Aggregate products — completed operations	\$ 5,000,000
Aggregate property damage	\$ 5,000,000
Aggregate advertising injury or damage	\$ 5,000,000
Aggregate occupational disease	\$ 5,000,000

Item 4 The insured's retention is \$ 10,000

Item 5 Computation of Premium

EXPOSURE BASIS	CODE NO.	ESTIMATED ANNUAL EXPOSURE	RATE	ESTIMATED ANNUAL PREMIUM (324)
Per \$100 Unlimited WC Payroll	99935	2,750,000 (GA)	.50	13,750
		10,250,000 (A/O)	1.165	\$ 119,413

Minimum Premium \$100,000 Premium Deposit \$ 133,263

The premium for this policy is payable \$ in advance, \$ on first anniversary and \$ on second anniversary.

Audit Basis: At Expiration Annual Semi-Annual Quarterly Monthly Flat Charge

Item 6 Underlying Insurers	Underlying Policies Policy Number and Type	Limits of Liability		
		Each Person	Each Occurrence	Aggregate
See Schedule	BI PD			
	BI PD			
	BI PD			
	BI PD			

This policy, including all endorsements issued therewith, is hereby countersigned by... *R. D. Harmon* ...
Authorized Representative

Work Joints 2	Typed jg 3-14-80	Audit Basis 9	Periodic Payment ,	Pol. H. G. <input type="checkbox"/> - 3	Home State VA	Renewal of LE1- 121-010461-319
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ITEM 6 - EXTENSION SCHEDULE

Underlying Insurers	Underlying Policies	Limits of Liability			
		Each Person	Each Occurrence	Aggregate	
Liberty Mutual	Workmen's Compensation WC2-121-010461-399	BI			
		PD	Cov. B	100,000	
	Workmen's Compensation WC2-121-010461-309	BI			
		PD	Cov. B	500,000	
	General Liability LG1-121-010461-189	BI	500,000	500,000	
		PD	500,000	500,000	
	Automobile AS1-121-010461-169	BI			
		PD	1,000,000 CSL		
	Travelers Ins. Co.	Automobile #650-119B079-3IND-74 (Wayne Mfg. Corp.)	BI	200,000	500,000
			PD		100,000
BI					
PD					
BI					
PD					
BI					
PD					
BI					
PD					
BI					
PD					

LE1-121-010461-310

UMBRELLA EXCESS LIABILITY POLICY

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE — EXCESS LIABILITY

The company will pay on behalf of the insured all sums in excess of the retained limit which the insured shall become legally obligated to pay, or with the consent of the company, agrees to pay, as damages, direct or consequential, because of:

- (a) personal injury,
(b) property damage, or
(c) advertising injury or damage

with respect to which this policy applies and caused by an occurrence.

This policy does not apply:

- (a) to personal injury or property damage occurring away from premises owned, rented or controlled by the named insured...
(b) to personal injury or property damage for which liability is assumed under any contract or agreement...
(c) to (1) any obligation for which the insured or any carrier as his insurer may be held liable...
(d) to (1) property damage to property of any kind owned...
(e) with respect to premises alienated by the named insured, work performed by or on behalf of the named insured or the insured's products...

- (2) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(i) a delay in or lack of performance by or on behalf of the named insured...
(ii) the failure of the insured's products or such work to meet the level of performance...
(3) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of such products or work...
(f) to advertising injury or damage claimed for failure to perform any contract...
(g) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases...

INVESTIGATION, DEFENSE, SETTLEMENT, ASSISTANCE AND COOPERATION

With respect to personal injury, property damage or advertising injury or damage covered under this policy (or which would be covered but for the insured's retention as stated in the declarations), but not covered under any underlying policy or any other insurance, the company will

- (1) defend any suit against the insured seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;
(2) pay all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
(3) pay all premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit

for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of any vehicle to which this policy applies, but the company shall have no obligation to apply for or furnish any such bonds;

- (4) pay all reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day;

and the amounts so incurred, except settlement of claims and suits, are not subject to the insured's retention as stated in the declarations and are payable by the company in addition to the applicable limit of liability of this policy.

The insured agrees to reimburse the company promptly for amounts paid in settlement of claims or suits to the extent that such amounts are within the insured's retention as stated in the declarations.

The named insured agrees to arrange for the investigation, defense or settlement of any such claim or suit in any country where the company may be prevented by law from carrying out this agreement. The company will pay defense expenses incurred with its written consent in addition to its applicable limit of liability under this policy and will promptly reimburse the named insured for its proper share, subject to its applicable limit of liability under this policy, of any settlement above the retained limit made with the company's written consent.

The company shall have the right to associate at its own expense with the insured or any underlying insurer in the investigation, defense or settlement of any claim or suit which in the company's opinion may require payment hereunder. The insured, at the company's request shall assist and cooperate in every way with respect to the handling of all claims or suits and the enforcement of all rights of salvage, contribution or indemnity that may affect the company's obligations under this policy.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (1) The named insured and any executive officer, director, stockholder, partner or employee of the named insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the named insured, but not with respect to the operation of any vehicle owned by such person or organization;
- (2) with respect to premises of the named insured or operations by or on behalf of the named insured, any person, organization, trustee or estate for whom the named insured must, by written agreement, provide liability insurance, but not for more or broader insurance than such agreement requires;
- (3) any additional insured (not a named insured under this policy) included in an underlying policy, but not for broader coverage than is available to such additional insured under the underlying policy;
- (4) any person while using with the named insured's permission any vehicle for which insurance is provided to the named insured hereunder, and any person or organization legally responsible for the use thereof, except:
 - (a) a person or organization, or an agent or employee thereof, operating a vehicle manufacturing or repair shop, hangar, public garage, shipyard, livery, sales agency, service station, public airport, public parking place, marina or boat yard, with respect to any occurrence arising out of the operation thereof;
 - (b) the owner of any such vehicle or any employee of such owner. This subdivision (b) shall not apply if it restricts the insurance granted under subdivision (3) above.

This policy applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

LIMITS OF LIABILITY

Regardless of the number of insureds under this policy or the number of persons or organizations who sustain personal injury, property damage or advertising injury or damage, the company's liability is limited as follows:

Each Occurrence — The limit of liability stated in the declarations as applicable to "each occurrence" is the limit of the company's liability for all damages, direct and consequential, because of all personal injury, property damage and advertising injury or damage sustained by one or more persons or organizations as the result of any one occurrence.

Aggregates — The limits of liability stated in the declarations as (a) "aggregate products-completed operations", (b) "aggregate property damage", (c) "aggregate advertising injury or damage" and (d) "aggregate occupational disease" are, respectively, the total limits of the company's liability for all damages, direct and consequential, because of the following occurring during any one annual period during which this policy is in force: (a) all personal injury arising out of the products-completed operations hazard, (b) all property damage, (c) all advertising injury or damage and (d) all occupational disease sustained by employees of the named insured.

For the purpose of determining the limits of the company's liability:

- (1) all personal injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions; or
- (2) all advertising injury or damage involving one or more causes of injury, including all reproductions or repetitions thereof, regardless of the number and kind of media used;

shall be considered as the result of one and the same occurrence.

Non-Cumulation of Liability — Same Occurrence — If the same occurrence gives rise to personal injury, property damage or advertising injury or damage which occurs partly before and partly within any annual period of this policy, the each occurrence limit and the applicable aggregate limit or limits of this policy shall be reduced by the amount of each payment made by the company with respect to such occurrence, either under a previous policy or policies of which this is a replacement, or under this policy with respect to previous annual periods thereof.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"advertising injury or damage" means personal injury (other than bodily injury) and injury to intangible property sustained by a person or organization arising out of causes of injury first published in connection with the named insured's advertising activities during the policy period as the result of libel, slander, defamation, piracy, infringement of copyrights, invasion of the right of privacy or any negligent act, error or omission in the use of advertising or merchandising ideas.

"annual period" means the twelve month period following the effective date or any anniversary thereof falling within the policy period, or if the time between any such date and the termination of this policy is less than twelve months, such lesser period.

"bodily injury" includes sickness or disease and death resulting at any time therefrom.

"defense expenses" means all reasonable expenses (other than the amount of any settlement) incurred by the named insured in discharging the named insured's obligations under Section II with respect to the investigation, defense or settlement of claims or suits, except (1) salaries of salaried employees of the named insured, and (2) any such expenses payable under an underlying policy or any other valid and collectible insurance.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage.

"insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name.

"named insured" means the person or organization named in Item 1 of the declarations of this policy.

"occurrence" means injurious exposure to conditions, which results in personal injury, property damage or advertising injury or damage neither expected nor intended from the standpoint of the insured.

"personal injury" means personal injury or bodily injury which occurs during the policy period sustained by a natural person, but excluding any such injury included within the definition of advertising injury or damage.

"products-completed operations hazard" means (1) the insured's products, if the personal injury or property damage occurs after possession thereof has been relinquished to others, and (2) operations performed by or on behalf of the named insured (wherever performed and whether or not involving the insured's products), if the personal injury or property damage occurs after such operations have been completed or abandoned. Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period, or (3) injury to intangible property which occurs during the policy period sustained by an organization as a result of false eviction, malicious prosecution, libel, slander or defamation, but excluding any such damage included within the definition of advertising injury or damage.

"retained limit" means as to each occurrence with respect to which insurance is afforded under this policy:

- (1) if an underlying policy is also applicable or would be applicable but for breach of policy conditions; the relevant "each person", "each accident", "each occurrence" or similar limit of liability stated therein (less any reduction thereof by reason of an over-riding aggregate limit of liability) plus all amounts payable under other insurance, if any;
- (2) if any underlying policy otherwise applicable is inapplicable by reason of exhaustion of an aggregate limit of liability: all amounts payable under other insurance, if any; or
- (3) if neither paragraphs (1) or (2) above apply and
 - (a) the insured has other insurance: all amounts payable under such other insurance, but in no event less than the amount stated in the declarations as the insured's retention, or
 - (b) the insured has no other insurance; the amount stated in the declarations as the insured's retention.

For the purpose of determining the retained limit, "other insurance" means any other valid and collectible insurance (except under an underlying policy) which is available to the insured, or would be available to the insured in the absence of this policy, it being the intention that this policy shall not apply under or contribute with such other insurance unless the company's agreement thereto is endorsed hereon.

"underlying policy" } mean, respectively, a policy listed as an
"underlying insurer" } underlying policy in the declarations and the insurer or insurers subscribing such a policy.

CONDITIONS

1 Premium The premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the premium rate and exposure basis stated in the declarations.

2 Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Notice of Occurrence Whenever the insured has information from which it may reasonably conclude that an occurrence has taken place which might involve this policy, notice shall be sent to the company or any of its authorized agents as soon as practicable.

Appeals In the event the insured or the insured's underlying insurers elect not to appeal a judgment which appears to the company as likely to involve payment under this policy, the company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs, disbursements and interest incidental to the appeal, but in no event shall the liability of the company for any one occurrence exceed the limit of liability set forth in Section IV plus such incidental costs, disbursements and interest.

Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. Any amounts so recovered shall be apportioned as follows:

Any interest (including the insured) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Maintenance of Underlying Policies The named insured shall maintain the underlying policies with limits of liability as stated in Item 6 of the declarations and renewals thereof in full effect during this policy period, except for any reduction or exhaustion of

the aggregate limit or limits contained in such policies solely by payment of claims arising out of occurrences which happen during this policy period. Failure of the named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the named insured complied therewith.

The named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying policy, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

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Action Against Company No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the

company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

First Named Insured The first insured named in Item 1 of the declarations shall be responsible for payment of all premiums, and is authorized to act on behalf of all other insureds and named insureds with respect to giving and receiving notice of cancellation and to receiving any return premium or dividends that may become payable under this policy.

11

Declarations By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

12

Mutual Policy Conditions This policy is nonassessable. The policyholder is a member of the company and shall participate to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

13

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Doorman
SECRETARY

Milvin B. Bradshaw
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

It is agreed that:

I. The policy does not apply:

- A. Under any Liability Coverage, to **bodily injury or property damage**
 - (1) with respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if
 - (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;
 - (2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
 - (3) the **bodily injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

- "**hazardous properties**" include radioactive, toxic or explosive properties;
 - "**nuclear material**" means **source material, special nuclear material or byproduct material**;
 - "**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - "**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
 - "**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;
 - "**nuclear facility**" means
 - (a) any **nuclear reactor**,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,
 - (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - "**property damage**" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

Bruce E. Doorman
SECRETARY

Melvin B. Bradshaw
PRESIDENT

G320
10/1/66

Name of Insured Endorsement - Item 1

AWH Corporation,
Hopeman Brothers, Inc., Hopeman Brothers (Canada) Ltd.),
Hopeman Manufacturing Corp., Wayne Manufacturing Corp.,
Royston Manufacturing Corp., Wayne Data Corporations,
Hopeman Memorial Fund, Inc. and Carteret Manufacturing
Corporation, Hopeman Investment Corporation, Pickroy Corporation

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-310
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Doonan *Melvin B. Goodwin*
SECRETARY PRESIDENT

Form Unit 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 1

AMENDATORY ENDORSEMENT

It is hereby agreed that Name of Insured Endorsement No. 1 is amended to include:

Harriet Hopeman for her interests at: 1230 University Avenue, Rochester, NY - leased to Morgan Machine Co.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-310
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPA

Oliver E. Doorman *Malcolm S. ...*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued _____ Sales Office and No. _____ End. Serial No. 2

NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 60 days after written notice of such cancelation or reduction has been mailed to

Name
Hopeman Brothers

Address
c/o Fred S. James & Company
1000 Sibley Tower
Rochester, NY 14604

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
For attachment to Policy or Bond No. LE1-121-010461-310
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Bowman *Melvin S. Golden*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 5

Additional Named Insured Endorsement

AWH Corp.

- Hopeman Brothers, Inc.
- Wayne Data Corporation
- Wayne Manufacturing Corporation
- Royston Manufacturing Corporation
- Carteret Manufacturing Corporation
- Pickroy Corporation
- Hopeman Manufacturing Corporation
- Hopeman Arizona Corporation
- Hopeman Investment Corporation
- Hopeman Memorial Fund, Inc.

This endorsement supersedes and replaces Endorsement No. 1

*See also...
not...
...
page as...*

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____

Effective Date 1-1-80 Expiration Date 1-1-81

For attachment to Policy or Bond No. LE1-121-010461-310 TD 33/7

Audit Basis 9

Issued to AWH Corporation

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Bowman *Malcolm S. ...*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by *R. D. Harmon*
Authorized Representative

Issued ko 5-1-80 Sales Office and No. 220 End. Serial No. 9

SHORT RATE CANCELLATION TABLE

Days Policy in Force	Per Cent of One-Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

UMBRELLA EXCESS LIABILITY POLICY

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY

THIS POLICY IS NONASSESSABLE

**OFFICES
IN
PRINCIPAL CITIES
THROUGHOUT
THE
UNITED STATES
AND
CANADA**

Travelers Exhibit Q

CERTIFIED POLICY

This certification is affixed to a policy which is a true and accurate copy of the document in the company's business records as of the date shown below.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 2866 WCA

01/01/81 - 01/01/82

06/20/2025

Policy Number(s)

Policy Period(s)

Date



Peter J. Michalik, Director, Operations
Document Management

0524 FRED S. JAMES

100

11

10

F

1-15-81 ED

REARLY
DATE
1000

TYPE OF
BUS.

LINE
CLASS

CLASS CODE
10988

EXCESS OVERLAYER INDEMNITY POLICY

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

A stock insurance company, herein called "Aetna Casualty"

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agree with the Insured named on the declarations as follows:

POLICY NO. 01 IN 2066 WCA

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

A N H CORPORATION, ETAL
(SEE ENDORSEMENT)
P.O. BOX 820
WINCHESTER, VA 22790

POLICY PERIOD

From 1-1-81 To 1-1-82
12:01 A.M. standard time at the address of Insured

PREMIUM

Flat charge

Adv. stated at a rate of

per \$ of

Minimum Premium

Total Advance Premium \$0,000

3 Year Policy Installments

1st Anniversary

2nd Anniversary

AMTS OF LIABILITY

\$25 (\$25,000,000 MAXIMUM) QUOTA SHARE OF \$25,000,000 EACH OCCURRENCE

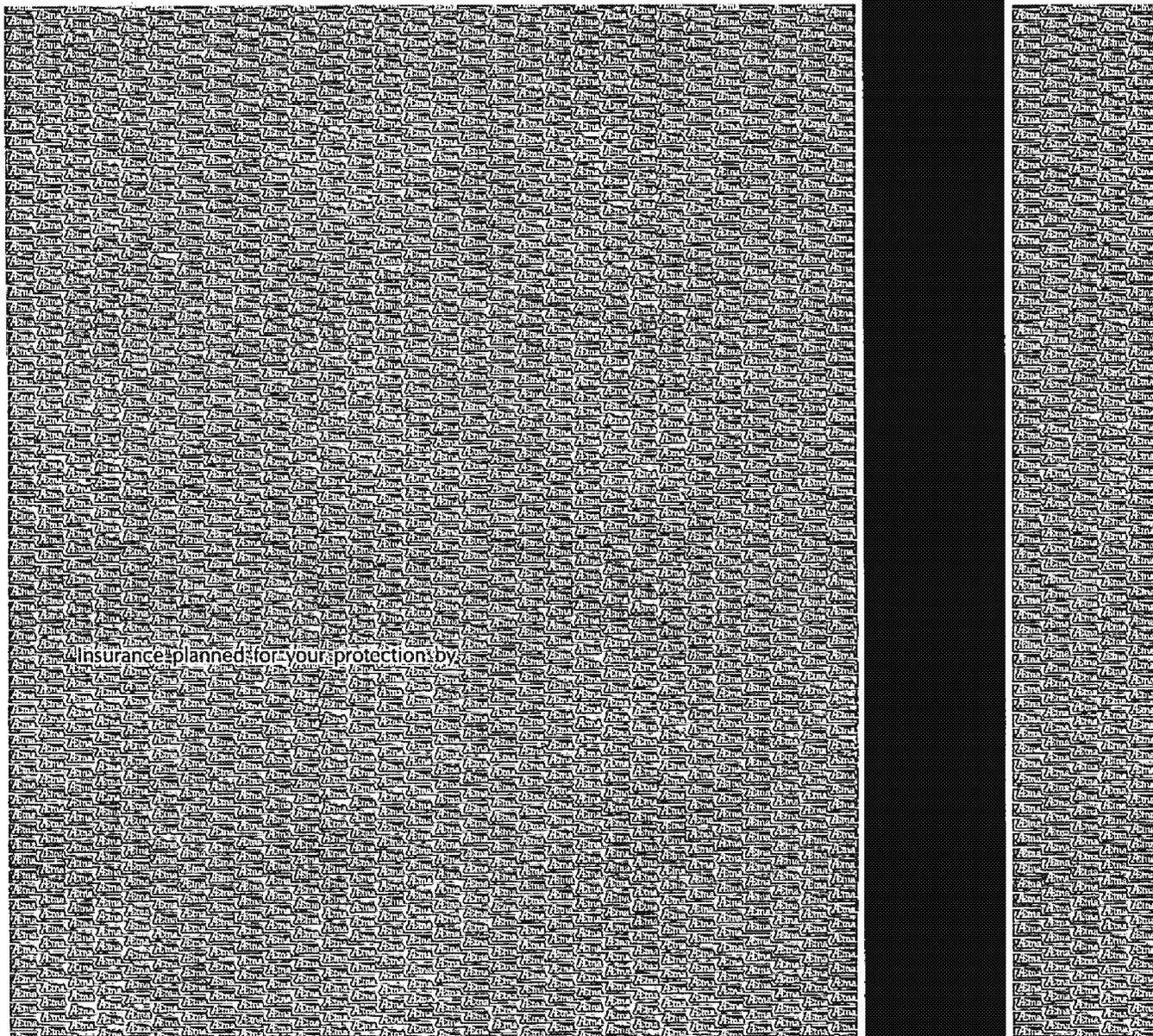
\$25 (\$25,000,000 MAXIMUM) QUOTA SHARE OF \$25,000,000 ANNUAL AGGREGATE

ENDORSEMENTS **THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENTS:**

SEE ENDORSEMENT INDEX



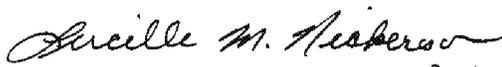
The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115



(90985) 3-70

Cat. 821829
Printed in U.S.A. *Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

Section 2. INDEMNITY AGREEMENT

AEYNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all policies described in Section 3. Schedule of Underlying Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

POLICY NUMBER	INSURER	COVERAGE	LIMITS OF LIABILITY		
			EACH PERSON	EACH OCCURRENCE	AGGREGATE
EXCESS					
TED	VARIOUS	EXCESS LIABILITY		25,000,000	25,000,000
TED	LONDON	EXCESS LIABILITY		25,000,000	25,000,000
TED	LONDON	EXCESS LIABILITY		15,000,000	15,000,000
TED	LONDON	EXCESS LIABILITY		5,000,000	5,000,000
TED	LIBERTY MUTUAL	UMBRELLA LIABILITY		5,000,000	5,000,000

EXCESS

AS PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN POLICY NUMBER TED ISSUED BY LIBERTY MUTUAL.

CONTROLLING INSURANCE

TED LIBERTY MUTUAL UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof.

000-00000-00

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1, with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. M. ...
Secretary

ENDORSEMENT INDEX

<u>END. NO.</u>	<u>FORM NO.</u>	<u>DESCRIPTION</u>
1	13113-A	BROAD FORM NUCLEAR ENERGY EXCLUSION
2	XN-13106-4	EXCLUSION-CONTAMINATION OR POLLUTION
3	XN-13106-5	AMENDMENT OF DISCRIMINATION COVERAGE
4	SPECIAL NO. 4	CONTRACTOR'S LIMITATION ENDORSEMENT
5	XN-13111	AMENDMENT OF CANCELLATION CONDITION
6	SPECIAL NO. 6	EXCLUSION-ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY
7	SPECIAL NO. 7	NAMED INSURED

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties.

"nuclear material" means source material, special nuclear material or byproduct material.

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

William O. Bailey
President

ENDORSEMENT NO. 1

For attachment to the following policy forms:

(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

(12113-A)

CAT 001902
PRINTED IN U.S.A.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

William O. Bailey
President

For attachment to the following policy forms:

(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

..(13113-A)

CAT. 001902
PRINTED IN U.S.A.

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	2
Named Insured			
Additional Premium \$	Return Premium \$	BI	PO
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

XW-13108-4

PRINTED IN U.S.A.

EXCESS OVERLAP AND DISCRIMINATION POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)

IT IS AGREED THAT SUCH INSURANCE AS IS APPROVED BY THE PERSONAL INJURY LIABILITY COVERAGE
SHALL NOT APPLY TO INJURIES SUSTAINED BY ANY PERSON AS A RESULT OF DISCRIMINATION DIRECT
OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE INSURED.

This amendment is issued by the undersigned company from a part of the policy to which attached hereto is the original text of the
policy and is intended to be read as a part of the policy.

The information herein is reported only when the underwriter is deemed appropriate in proportion of years.

Classification	Policy No.	Endorsement No.	3
Automobile Personal Use	Personal Premium 1	14	70
		1st Advance 1	1
		1st Amend 1	1
		2nd Amend 1	1

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Continued by _____
(Additional Endorsements)

24-13100-0

EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)

It is agreed that such insurance as is afforded by the personal injury liability coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

The endorsements, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective	Policy No.	Endorsement No.
Contract Formed	Renewal Premium \$	BI PD
Additional Premium \$		
	In Advance \$	\$
	1st Annu. \$	\$
	2nd Annu. \$	\$

The Atlas Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

10-12106-6

Continued by _____
Authorized Representative

**EXCESS OVERLAYER LIABILITY POLICY
(Contractor's Limitation Endorsement)**

It is agreed the policy does not apply:

- (a) to PERSONAL INJURY or PROPERTY DAMAGE arising out of any project insured under a "wrap-up" rating plan;
- (b) to PROPERTY DAMAGE to
 - (i) leased or rented equipment, or
 - (ii) property being installed, erected or worked upon by or on behalf of the INSURED;
- (c) unless insurance therefor is provided by a policy of Underlying Insurance as stated in Section 3 of the policy, to liability assumed by the INSURED under any contract or agreement;
- (d) to PROPERTY DAMAGE included within the EXPLOSION HAZARD, the COLLAPSE HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, unless insurance therefor is provided by a policy of Underlying Insurance at the full limits of liability as stated in Section 3 of this policy, and then only for such hazards for which coverage is afforded under said Underlying Insurance.

Additional definitions. When used in reference to this policy:

"EXPLOSION HAZARD" includes PROPERTY DAMAGE arising out of blasting or explosion. The EXPLOSION HAZARD does not include PROPERTY DAMAGE (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the NAMED INSURED by independent contractors, or (3) included within the COMPLETED OPERATIONS HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, or (4) for which liability is assumed by the INSURED under any contract.

"COLLAPSE HAZARD" includes "structural property damage" as defined herein and PROPERTY DAMAGE to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, backfilling, tunnelling, pile driving, cofferdam work or caisson work, (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The COLLAPSE HAZARD does not include PROPERTY DAMAGE (1) arising out of operations performed for the NAMED INSURED by independent contractors, or (2) included within the COMPLETED OPERATIONS HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, or (3) for which liability is assumed by the INSURED under any contract.

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective	Policy No.	Endorsement No.
Named insured		
SPECIAL NO. #		

**EXCESS OVERLAYER LIABILITY POLICY
Contractor's Limitation Endorsement**

"UNDERGROUND PROPERTY DAMAGE HAZARD" includes "underground property damage" as defined herein and PROPERTY DAMAGE to any other property at any time resulting therefrom. "Underground property damage" means PROPERTY DAMAGE to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling or pile driving. The UNDERGROUND PROPERTY DAMAGE HAZARD does not include PROPERTY DAMAGE (1) arising out of operations performed for the NAMED INSURED by independent contractors, or (2) included within the COMPLETED OPERATIONS HAZARD, or (3) for which liability is assumed by the INSURED under any contract.

AMENDED CANCELLATION CONDITION

It is agreed that the second sentence of the Cancellation Condition of the policy is amended to read as follows:

This policy may be cancelled by the Aetna Casualty by mailing to the Insured first named in Section 1. at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective.

This endorsement, issued by one of the below name companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	5
Named Insured			
Additional Premium \$	Return Premium \$	In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

XN-13111

EXCESS OVERLAYER INDEMNITY POLICY

(EXCLUSION - ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY)

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS ARISING OUT OF ANY PROFESSIONAL SERVICES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, INCLUDING

- (1) THE PREPARATION OR APPROVAL OF MAPS, PLANS, OPINIONS, REPORTS, SURVEYS, DESIGNS OR SPECIFICATIONS, AND
- (2) SUPERVISORY, INSPECTION OR ENGINEERING SERVICES.

SPECIAL NO. 6

ENDORSEMENT NO. 6

NAMED INSURED

IT IS AGREED THAT THE NAMED INSURED IS TO READ AS FOLLOWS:

A W H CORPORATION
HOPEMAN BROTHERS INC.
HOPEMAN BROTHERS (CANADA) LTD.
HOPEMAN MEMORIAL FUND INC.
HOPEMAN MANUFACTURING CORP.
HOPEMAN INVESTMENT CORP.
WAYNE DATA CORP.
WAYNE MANUFACTURING CORP.
ROYSTON MANUFACTURING CORP.
CARTERET MANUFACTURING CORP.
HOPEKO SUPPLY CORP.
A.W. HOPEMAN & SONS COMPANY INC. AN AFFILIATED
COMPANY-SAME FINANCIAL CONTROL

AND/OR SUBSIDIARY, OWNED, FINANCIALLY CONTROLLED AFFILIATED AND
MANAGED COMPANIES AND/OR CORPORATIONS AS NOW OR HEREAFTER CONSTITUTED,
AND/OR ASSOCIATIONS OR TRUSTEESHIPS SPONSORED BY THE INSURED IN
THE CONDUCT OF ITS BUSINESS.

SPECIAL NO. 7

ENDORSEMENT NO. 7

Travelers Exhibit R

CERTIFIED POLICY

This certification is affixed to a policy which is a true and accurate copy of the document in the company's business records as of the date shown below.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 2867 WCA

01/01/81 - 01/01/82

06/20/2025

Policy Number(s)

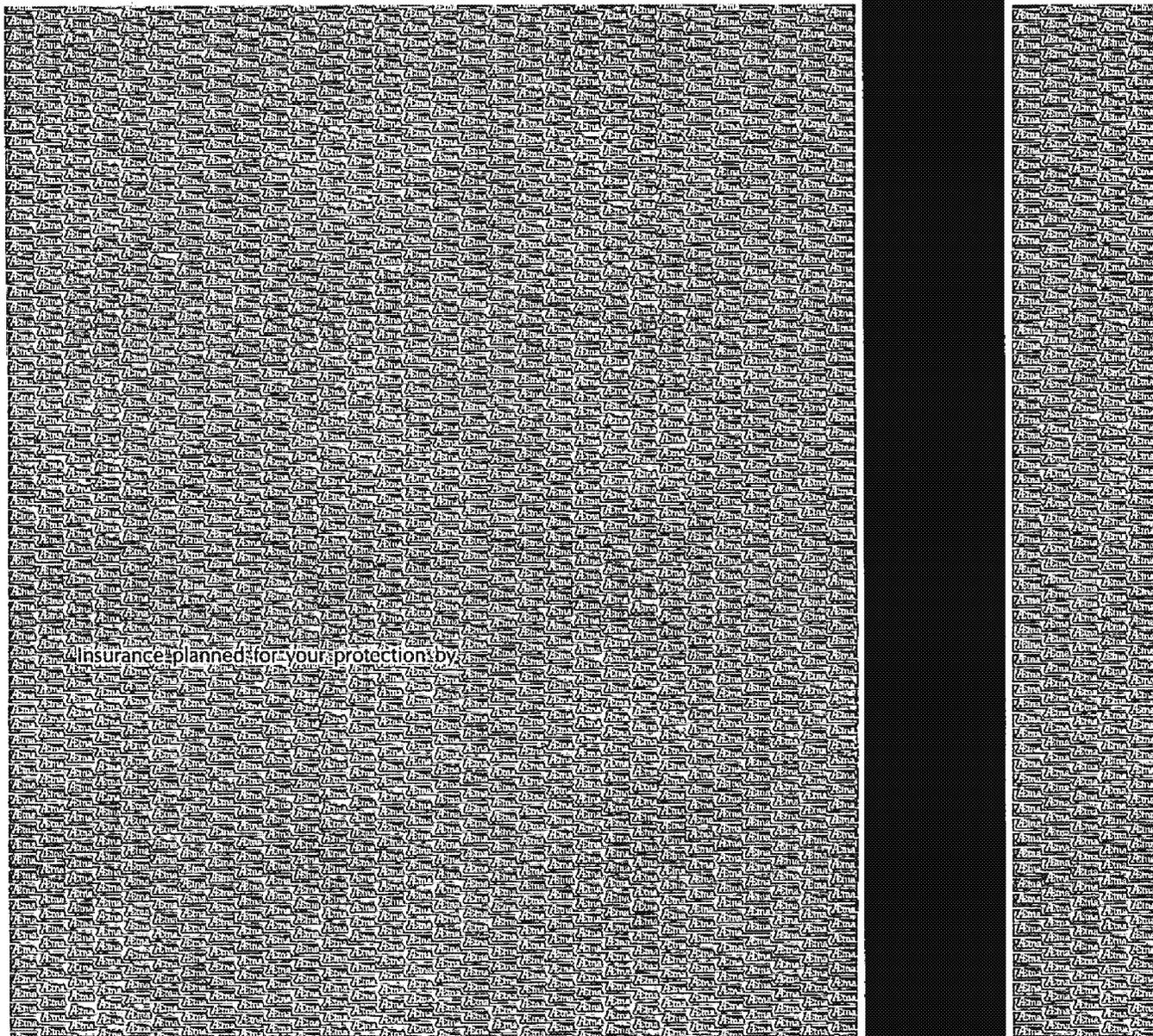
Policy Period(s)

Date



Peter J. Michalik, Director, Operations
Document Management

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115



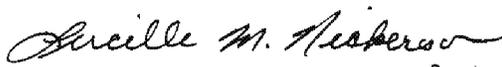
Insurance planned for your protection by

(90985) 3-70

Cat. 821829
Printed in U.S.A.

*Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

Section 2. INDEMNITY AGREEMENT

AEYNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all policies described in Section 3. Schedule of Underlying Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed in excess of all policies listed below it.)

POLICY NUMBER	INSURER	COVERAGE	LIMITS OF LIABILITY		
			EACH PERSON	EACH OCCURRENCE	AGGREGATE
<u>EXCESS</u>					
TED	AT&T GAS & VARIOUS	EXCESS LIABILITY		25,000,000	25,000,000
TED	VARIOUS	EXCESS LIABILITY		25,000,000	25,000,000
TED	LONDON	EXCESS LIABILITY		25,000,000	25,000,000
TED	LONDON	EXCESS LIABILITY		15,000,000	15,000,000
TED	LONDON	EXCESS LIABILITY		5,000,000	5,000,000
TED	LIBERTY MUTUAL	UMBRELLA LIABILITY		5,000,000	5,000,000

PRIMARY

AS PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN POLICY NUMBER TED ISSUED BY LIBERTY MUTUAL.

CONTROLLING INSURANCE

TED LIBERTY MUTUAL UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof.

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1, with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1, at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. M. ...
Secretary

ENDORSEMENT INDEX

<u>ENDT. NO.</u>	<u>FORM NO.</u>	<u>DESCRIPTION</u>
1	13113-A	BROAD FORM NUCLEAR ENERGY EXCLUSION
2	XN-13106-4	EXCLUSION-CONTAMINATION OR POLLUTION
3	XN-13106-6	AMENDMENT OF DISCRIMINATION COVERAGE
4	SPECIAL NO. 4	CONTRACTOR'S LIMITATION ENDORSEMENT
5	XN-13111	AMENDMENT OF CANCELLATION CONDITION
6	SPECIAL NO. 6	EXCLUSION-ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY
7	SPECIAL NO. 7	NAMED INSURED

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability, or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or an agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue

The Aina Casualty and Surety Company
Hartford, Connecticut

William O. Bailey
President

ENDORSEMENT NO. 1

For attachment to the following policy forms:

(CA, IC, JS, AL, SJ, MF, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

(12813-A)

CAT 001902
PRINTED IN U.S.A.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

William O. Bailey
President

For attachment to the following policy forms:

(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

..(13113-A)

CAT. 001902
PRINTED IN U.S.A.

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	2
Named Insured			
Additional Premium \$	Return Premium \$	BI	PC
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

X06-13105-4

PRINTED IN U.S.A.

**EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)**

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE PERSONAL INJURY LIABILITY COVERAGE DOES NOT APPLY TO INJURIES SUSTAINED BY ANY PERSON AS A RESULT OF DISCRIMINATION DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE INSURED.

This amendment issued by one of the herein named companies, forms a part of the policy to which attached, effective on the inception date of the policy with the terms stated herein.

If the information herein is required only when the underwriter is listed subsequent in preparation of policy.

Excess Layer Reference	Policy No.	Endorsement No.
Excess Layer 1		3
Additional Premium 1	Return Premium 1	BI PD
	1st Address 1	1
	1st Addn 1	1
	2nd Addn 1	1

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Contracted by _____
(Ambulance Representative)

(01-13106-6)

EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)

It is agreed that such insurance as is afforded by the personal injury liability coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

The endorsements, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective	Policy No.	Endorsement No.
Contract Formed	Renewal Premium \$	BI PD
Additional Premium \$		
	In Advance \$	\$
	1st Ann. \$	\$
	2nd Ann. \$	\$

The Ethna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

10-12106-6

Continued by _____
Authorized Representative

**EXCESS OVERLAYER INDEMNITY POLICY
(Contractor's Limitation Endorsement)**

It is agreed the policy does not apply:

- (a) to PERSONAL INJURY or PROPERTY DAMAGE arising out of any project insured under a "wrap-up" rating plan;
- (b) to PROPERTY DAMAGE to
 - (i) leased or rented equipment, or
 - (ii) property being installed, erected or worked upon by or on behalf of the INSURED;
- (c) unless insurance therefor is provided by a policy of Underlying Insurance as stated in Section 3 of the policy, to liability assumed by the INSURED under any contract or agreement;
- (d) to PROPERTY DAMAGE includes within the EXPLOSION HAZARD, the COLLAPSE HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, unless insurance therefor is provided by a policy of Underlying Insurance at the full limits of liability as stated in Section 3 of this policy, and then only for such hazards for which coverage is afforded under said Underlying Insurance.

Additional definitions. When used in reference to this policy:

"EXPLOSION HAZARD" includes PROPERTY DAMAGE arising out of blasting or explosion. The EXPLOSION HAZARD does not include PROPERTY DAMAGE (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the NAMED INSURED by independent contractors, or (3) included within the COMPLETED OPERATIONS HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, or (4) for which liability is assumed by the INSURED under any contract.

"COLLAPSE HAZARD" includes structural property damage as defined herein and PROPERTY DAMAGE to any other property at any time resulting therefrom. Structural property damage means the collapse of or structural injury to any building or structure due to 1) grading of land, excavating, borrowing, filling, backfilling, tunnelling, pile driving, cofferdam work or caisson work, 2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The COLLAPSE HAZARD does not include PROPERTY DAMAGE (1) arising out of operations performed for the NAMED INSURED by independent contractors, or (2) included within the COMPLETED OPERATIONS HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, or (3) for which liability is assumed by the INSURED under any contract.

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective	Policy No.	Endorsement No. 4
Named Insured		
SPECIAL AG, 4		

**EXCESS OVERLAYER LIABILITY POLICY
Contractor's Limitation Endorsement**

"UNDERGROUND PROPERTY DAMAGE HAZARD" includes "underground property damage" as defined herein and PROPERTY DAMAGE to any other property at any time resulting therefrom. "Underground property damage" means PROPERTY DAMAGE to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling or pile driving. The UNDERGROUND PROPERTY DAMAGE HAZARD does not include PROPERTY DAMAGE (1) arising out of operations performed for the NAMED INSURED by independent contractors, or (2) included within the COMPLETED OPERATIONS HAZARD, or (3) for which liability is assumed by the INSURED under any contract.

AMENDED CANCELLATION CONDITION

It is agreed that the second sentence of the Cancellation Condition of the policy is amended to read as follows:

This policy may be cancelled by the Aetna Casualty by mailing to the Insured first named in Section 1. at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	5
Named Insured			
Additional Premium \$	Return Premium \$	In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

XN-13111

EXCESS OVERLAYER INDEMNITY POLICY

(EXCLUSION - ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY)

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS ARISING OUT OF ANY PROFESSIONAL SERVICES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, INCLUDING

- (1) THE PREPARATION OR APPROVAL OF MAPS, PLANS, OPINIONS, REPORTS, SURVEYS, DESIGNS OR SPECIFICATIONS, AND**
- (2) SUPERVISORY, INSPECTION OR ENGINEERING SERVICES.**

SPECIAL NO. 6

ENDORSEMENT NO. 6

NAMED INSURED

IT IS AGREED THAT THE NAMED INSURED IS TO READ AS FOLLOWS:

A W H CORPORATION
HOPEMAN BROTHERS INC.
HOPEMAN BROTHERS (CANADA) LTD.
HOPEMAN MEMORIAL FUND INC.
HOPEMAN MANUFACTURING CORP.
HOPEMAN INVESTMENT CORP.
WAYNE DATA CORP.
WAYNE MANUFACTURING CORP.
ROYSTON MANUFACTURING CORP.
CARTERET MANUFACTURING CORP.
HOPEKO SUPPLY CORP.
A.W. HOPEMAN & SONS COMPANY INC. AN AFFILIATED
COMPANY-SAME FINANCIAL CONTROL

AND/OR SUBSIDIARY, OWNED, FINANCIALLY CONTROLLED AFFILIATED AND
MANAGED COMPANIES AND/OR CORPORATIONS AS NOW OR HEREAFTER CONSTITUTED,
AND/OR ASSOCIATIONS OR TRUSTEESHIPS SPONSORED BY THE INSURED IN
THE CONDUCT OF ITS BUSINESS.

SPECIAL NO. 7

ENDORSEMENT NO. 7

4524 FRED S. JAMES

1/1/81

1/1/81 4/20 1981

45

ENDORSEMENT NO. 7 "NAMED INSURED" AMENDED

IT IS AGREED THAT ENDORSEMENT NO. 7 "NAMED INSURED " IS AMENDED TO READ AS FOLLOWS.

REMOVE: HOPEKO SUPPLY CORPORATION.

ADD: PICKROY CORPORATION & HOPEMAN ARIZONA

This endorsement, issued by one of the below named companies, forms a part of the policy to which it is attached, and is subject to the terms, coverages, conditions, exclusions, and limitations of the policy, unless otherwise stated herein.

The information below is required only when this endorsement is issued with a new policy or a new rate.

Endorsement effective **1/1/81** Policy No **01 XN 2867 WCA** Endorsement No **7A**

Named Insured **A.W.H. CORPORATION**

Additional Premium \$

Return Premium \$

Ins. Finance \$

Ins. Agent \$

Ins. Agent \$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
 Hartford, Connecticut

Counterbalanced by

Authorized Representative

HOME OFFICE COPY

PRINTED IN U.S.A.

Travelers Exhibit S



DECLARATIONS

**LIBERTY
MUTUAL**



LIBERTY MUTUAL INSURANCE COMPANY - BOSTON

**UMBRELLA EXCESS
LIABILITY POLICY**

POLICY NO.	TU/CD	SALES OFFICE	CODE	SALES REPRESENTATIVE	CODE	R/R	1ST YEAR
LEI- 121-010461-311.	33/5	Lynbrook	220	Champagne	7541	2	74

Item 1 **Named Insured** AWH Corporation and as per Endorsement No. 1

Address P.O. Box 1211, Waynesboro, VA 22980

01 04 61/0000

Additional Named Insureds:

and: Any other business organization while any of the foregoing named insureds owns an interest therein of more than fifty percent (50%) during the policy period.

Item 2 **Policy Period:** From MO. DAY YE. MO. DAY YE.
1 1 81 to 1 1 82

12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3 **Limits of Liability:** The limits of the company's liability under this policy are as stated herein, subject to all of the terms of this policy having reference thereto.

Each occurrence	\$ 5,000,000
Aggregate products — completed operations	\$ 5,000,000
Aggregate property damage	\$ 5,000,000
Aggregate advertising injury or damage	\$ 5,000,000
Aggregate occupational disease	\$ 5,000,000

Item 4 **The insured's retention is** \$ 10,000

Item 5 **Computation of Premium**

EXPOSURE BASIS	CODE NO.	ESTIMATED ANNUAL EXPOSURE	RATE	ESTIMATED ANNUAL PREMIUM (324)
Per \$100 Unlimited WC	99935	3,700,000 (GA)	.50	\$ 18,500
Payroll		11,820,000 (A/O)	.742	\$ 87,704
Minimum Premium	\$100,000		Premium Deposit	\$ 106,204
				\$ 26,551

The premium for this policy is payable \$ in advance, \$ on first anniversary and \$ on second anniversary.

Audit Basis: At Expiration Annual Semi-Annual Quarterly Monthly Flat Charge

Item 6 Underlying Insurers	Underlying Policies	Limits of Liability		
		Each Person	Each Occurrence	Aggregate
See Schedule	Policy Number and Type	BI		
		PD		
		BI		
		PD		
		BI		

This policy, including all endorsements issued therewith, is hereby countersigned by *R.W. Harmon* Authorized Representative.

Work Units	Typed RMS	Audit Basis	Periodic Payment	Pol. H. G.	Home State	Renewal of
1	2-9-81	9	3	<input type="checkbox"/> - s	VA	LEI- 310

ITEM 6 - EXTENSION SCHEDULE

Underlying Insurers	Underlying Policies	Limits of Liability			
		Each Person	Each Occurrence	Aggregate	
Liberty Mutual	Workmen's Compensation WC2-121-010461-391	BI PD	Cov. B 100,000		
	Workmen's Compensation WC2-121-010461-301	BI PD	Cov. B 500,000		
	General Liability LGL-121-010461-181	BI PD	500,000 500,000	500,000 500,000	
	Automobile AS1-121-010461-161	BI PD	1,000,000 CSL		
	Travelers Ins. Co.	Automobile #650-119B079-3IND-80 (Wayne Mfg. Corp.)	BI PD	200,000 500,000 100,000	
			BI PD		
		BI PD			

LE1-121-010461-311

UMBRELLA EXCESS LIABILITY POLICY

THIS POLICY CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE — EXCESS LIABILITY

The company will pay on behalf of the insured all sums in excess of the retained limit which the insured shall become legally obligated to pay, or with the consent of the company, agrees to pay, as damages, direct or consequential, because of:

- (a) personal injury,
(b) property damage, or
(c) advertising injury or damage

with respect to which this policy applies and caused by an occurrence.

This policy does not apply:

- (a) to personal injury or property damage occurring away from premises owned, rented or controlled by the named insured...
(b) to personal injury or property damage for which liability is assumed under any contract or agreement...
(c) to (1) any obligation for which the insured or any carrier as his insurer may be held liable...
(d) to (1) property damage to property of any kind owned...
(e) with respect to premises alienated by the named insured, work performed by or on behalf of the named insured or the insured's products...

- (2) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(i) a delay in or lack of performance by or on behalf of the named insured...
(ii) the failure of the insured's products or such work to meet the level of performance, quality, fitness or durability...

but part (2) of exclusion (e) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or such work after such products or work have been put to use by any person or organization other than an insured;

- (3) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of such products or work or of any property of which such products or work form a part...
(f) to advertising injury or damage claimed for failure to perform any contract or by reason of a mistake in the advertised price or an incorrect description of any article or commodity;
(g) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water...

II INVESTIGATION, DEFENSE, SETTLEMENT, ASSISTANCE AND COOPERATION

With respect to personal injury, property damage or advertising injury or damage covered under this policy (or which would be covered but for the insured's retention as stated in the declarations), but not covered under any underlying policy or any other insurance, the company will

- (1) defend any suit against the insured seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;
(2) pay all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
(3) pay all premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit

for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of any vehicle to which this policy applies, but the company shall have no obligation to apply for or furnish any such bonds;

- (4) pay all reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day;

and the amounts so incurred, except settlement of claims and suits, are not subject to the insured's retention as stated in the declarations and are payable by the company in addition to the applicable limit of liability of this policy.

The insured agrees to reimburse the company promptly for amounts paid in settlement of claims or suits to the extent that such amounts are within the insured's retention as stated in the declarations.

The named insured agrees to arrange for the investigation, defense or settlement of any such claim or suit in any country where the company may be prevented by law from carrying out this agreement. The company will pay defense expenses incurred with its written consent in addition to its applicable limit of liability under this policy and will promptly reimburse the named insured for its proper share, subject to its applicable limit of liability under this policy, of any settlement above the retained limit made with the company's written consent.

The company shall have the right to associate at its own expense with the insured or any underlying insurer in the investigation, defense or settlement of any claim or suit which in the company's opinion may require payment hereunder. The insured, at the company's request shall assist and cooperate in every way with respect to the handling of all claims or suits and the enforcement of all rights of salvage, contribution or indemnity that may affect the company's obligations under this policy.

LIMITS OF LIABILITY

Regardless of the number of insureds under this policy or the number of persons or organizations who sustain personal injury, property damage or advertising injury or damage, the company's liability is limited as follows:

Each Occurrence — The limit of liability stated in the declarations as applicable to "each occurrence" is the limit of the company's liability for all damages, direct and consequential, because of all personal injury, property damage and advertising injury or damage sustained by one or more persons or organizations as the result of any one occurrence.

Aggregates — The limits of liability stated in the declarations as (a) "aggregate products-completed operations", (b) "aggregate property damage", (c) "aggregate advertising injury or damage" and (d) "aggregate occupational disease" are, respectively, the total limits of the company's liability for all damages, direct and consequential, because of the following occurring during any one annual period during which this policy is in force: (a) all personal injury arising out of the products-completed operations hazard, (b) all property damage, (c) all advertising injury or damage and (d) all occupational disease sustained by employees of the named insured.

For the purpose of determining the limits of the company's liability:

- (1) all personal injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions; or
(2) all advertising injury or damage involving one or more causes of injury, including all reproductions or repetitions thereof, regardless of the number and kind of media used;

shall be considered as the result of one and the same occurrence.

Non-Cumulation of Liability — Same Occurrence — If the same occurrence gives rise to personal injury, property damage or advertising injury or damage which occurs partly before and partly within any annual period of this policy, the each occurrence limit and the applicable aggregate limit or limits of this policy shall be reduced by the amount of each payment made by the company with respect to such occurrence, either under a previous policy or policies of which this is a replacement, or under this policy with respect to previous annual periods thereof.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (1) The named insured and any executive officer, director, stockholder, partner or employee of the named insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the named insured, but not with respect to the operation of any vehicle owned by such person or organization;
(2) with respect to premises of the named insured or operations by or on behalf of the named insured, any person, organization, trustee or estate for whom the named insured must, by written agreement, provide liability insurance, but not for more or broader insurance than such agreement requires;
(3) any additional insured (not a named insured under this policy) included in an underlying policy, but not for broader coverage than is available to such additional insured under the underlying policy;
(4) any person while using with the named insured's permission any vehicle for which insurance is provided to the named insured hereunder, and any person or organization legally responsible for the use thereof, except:
(a) a person or organization, or an agent or employee thereof, operating a vehicle manufacturing or repair shop, hangar, public garage, shipyard, livery, sales agency, service station, public airport, public parking place, marina or boat yard, with respect to any occurrence arising out of the operation thereof;
(b) the owner of any such vehicle or any employee of such owner. This subdivision (b) shall not apply if it restricts the insurance granted under subdivision (3) above.

This policy applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"advertising injury or damage" means personal injury (other than bodily injury) and injury to intangible property sustained by a person or organization arising out of causes of injury first published in connection with the named insured's advertising activities during the policy period as the result of libel, slander, defamation, piracy, infringement of copyrights, invasion of the right of privacy or any negligent act, error or omission in the use of advertising or merchandising ideas.

"annual period" means the twelve month period following the effective date or any anniversary thereof falling within the policy period, or if the time between any such date and the termination of this policy is less than twelve months, such lesser period.

"bodily injury" includes sickness or disease and death resulting at any time therefrom.

"defense expenses" means all reasonable expenses (other than the amount of any settlement) incurred by the named insured in discharging the named insured's obligations under Section II with respect to the investigation, defense or settlement of claims or suits, except (1) salaries of salaried employees of the named insured, and (2) any such expenses payable under an underlying policy or any other valid and collectible insurance.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage.

"insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name.

"named insured" means the person or organization named in Item 1 of the declarations of this policy.

"occurrence" means injurious exposure to conditions, which results in personal injury, property damage or advertising injury or damage neither expected nor intended from the standpoint of the insured.

"personal injury" means personal injury or bodily injury which occurs during the policy period sustained by a natural person, but excluding any such injury included within the definition of advertising injury or damage.

"products-completed operations hazard" means (1) the insured's products, if the personal injury or property damage occurs after possession thereof has been relinquished to others, and (2) operations performed by or on behalf of the named insured (wherever performed and whether or not involving the insured's products), if the personal injury or property damage occurs after such operations have been completed or abandoned. Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period, or (3) injury to intangible property which occurs during the policy period sustained by an organization as a result of false eviction, malicious prosecution, libel, slander or defamation, but excluding any such damage included within the definition of advertising injury or damage.

"retained limit" means as to each occurrence with respect to which insurance is afforded under this policy:

- (1) if an underlying policy is also applicable or would be applicable but for breach of policy conditions; the relevant "each person", "each accident", "each occurrence" or similar limit of liability stated therein (less any reduction thereof by reason of an over-riding aggregate limit of liability) plus all amounts payable under other insurance, if any;
- (2) if any underlying policy otherwise applicable is inapplicable by reason of exhaustion of an aggregate limit of liability: all amounts payable under other insurance, if any; or
- (3) if neither paragraphs (1) or (2) above apply and
 - (a) the insured has other insurance: all amounts payable under such other insurance, but in no event less than the amount stated in the declarations as the insured's retention, or
 - (b) the insured has no other insurance; the amount stated in the declarations as the insured's retention.

For the purpose of determining the retained limit, "other insurance" means any other valid and collectible insurance (except under an underlying policy) which is available to the insured, or would be available to the insured in the absence of this policy, it being the intention that this policy shall not apply under or contribute with such other insurance unless the company's agreement thereto is endorsed hereon.

"underlying policy" } mean, respectively, a policy listed as an
"underlying insurer" } underlying policy in the declarations and the insurer or insurers subscribing such a policy.

CONDITIONS

1 Premium The premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the premium rate and exposure basis stated in the declarations.

2 Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Notice of Occurrence Whenever the insured has information from which it may reasonably conclude that an occurrence has taken place which might involve this policy, notice shall be sent to the company or any of its authorized agents as soon as practicable.

Appeals In the event the insured or the insured's underlying insurers elect not to appeal a judgment which appears to the company as likely to involve payment under this policy, the company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs, disbursements and interest incidental to the appeal, but in no event shall the liability of the company for any one occurrence exceed the limit of liability set forth in Section IV plus such incidental costs, disbursements and interest.

Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. Any amounts so recovered shall be apportioned as follows:

Any interest (including the insured) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Maintenance of Underlying Policies The named insured shall maintain the underlying policies with limits of liability as stated in Item 6 of the declarations and renewals thereof in full effect during this policy period, except for any reduction or exhaustion of

the aggregate limit or limits contained in such policies solely by payment of claims arising out of occurrences which happen during this policy period. Failure of the named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the named insured complied therewith.

The named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying policy, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

10 **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the

company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

11 **First Named Insured** The first insured named in Item 1 of the declarations shall be responsible for payment of all premiums, and is authorized to act on behalf of all other insureds and named insureds with respect to giving and receiving notice of cancellation and to receiving any return premium or dividends that may become payable under this policy.

12 **Declarations** By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

13 **Mutual Policy Conditions** This policy is nonassessable. The policyholder is a member of the company and shall participate to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Doorman
SECRETARY

Melvin B. Bradshaw
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

I. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;
"nuclear material" means source material, special nuclear material or byproduct material;
"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
"nuclear facility" means
(a) any nuclear reactor,
(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

Bruce E. Doorman SECRETARY

Melvin B. Bradshaw PRESIDENT

ADDITIONAL NAMED INSURED ENDORSEMENT

- Hopeman Brothers, Inc.
- Wayne Data Corporation
- Wayne Manufacturing Corporation
- Royston Manufacturing Corporation
- Carteret Manufacturing Corporation
- Pickroy Corporation
- Hopeman Manufacturing Corporation
- Hopeman Arizona Corporation
- Hopeman Investment Corporation
- Hopeman Memorial Fund, Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
 Effective Date
 For attachment to Policy or Bond No. LE1-121-010461-311
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Bowman *Malcolm B. ...*
SECRETARY PRESIDENT

Work Units I -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. I

AMENDATORY ENDORSEMENT

It is hereby agreed that Name of Insured Endorsement No. 1 is amended to include:

Harriet Hopeman for her interests at: 1230 University Avenue, Rochester, NY - leased to Morgan Machine Co.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
For attachment to Policy or Bond No. Expiration Date
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Bowman *Malcolm B. ...*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 2

Amendatory Endorsement

It is agreed that Condition 4 - Notice of Injury is amended as follows:

When an injury occurs, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable after the injury comes to the knowledge of the executive responsible for insurance. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the insured and of available witnesses.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
For attachment to Policy or Bond No. LE1-121-010461-311
Expiration Date
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY
Bruce E. Doorman Secretary
Malcolm B. Goodwin President

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

3

NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 60 days after written notice of such cancellation or reduction has been mailed to

<u>Name</u>	<u>Address</u>
Hopeman Brothers	c/o Fred S. James & Company 1000 Sibley Tower Rochester, NY 14604

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
For attachment to Policy or Bond No. LE1-121-010461-311
Expiration Date
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Doorman SECRETARY *Malvin B. Chudman* PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 4

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

CONTAMINATION OR POLLUTION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is deleted.

This endorsement applies only with respect to operations or occurrences in:

Maryland
New Hampshire
Vermont

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-311
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Donovan *Melvin S. Bradshaw*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 5

GL 01 11
(1/1/73)

UMBRELLA EXCESS LIABILITY ENDORSEMENT

(Contractors)

It is agreed that the policy does not apply:

- 1) to personal injury or property damage arising out of the conduct of any joint venture of which the insured is a member and which is not designated in the policy as named insured;
- 2) to liability assumed by the insured under any contract or agreement, unless the liability is covered on a primary basis by an underlying policy;
- 3) to personal injury or property damage arising out of a mistake or deficiency in designs, plans, or specifications prepared for use by a person or organization other than the named insured under this policy;
- 4) to property damage to (a) tools or equipment rented or leased to the insured; (b) materials, parts or equipment during the course of installation or erection by or for the insured; or (c) that particular part of property on which work is being performed by or for the insured;
- 5) it is agreed that this policy does not apply to such property damage as is excluded by an Endorsement entitled "Exclusion, Collapse and Underground Property Damage Hazards" attach to underlying policy.

It is further agreed that this insurance (a) shall not duplicate or apply concurrently with other forms of property damage insurance available to the named insured such as, but not limited to, Fire and Extended Coverage, Builder's Risk Coverage, or Installation Risk Coverage, and (b) shall not insure to the benefit of any insurer issuing any such other forms of insurance available to the named insured or which would be available to the insured in the absence of this insurance.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$ _____
 Effective Date _____ Expiration Date _____
 For attachment to Policy or Bond No. LE1-121-010461-311
 Audit Basis _____
 Issued to _____

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman *Melvin S. Bradshaw*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued _____ Sales Office and No. _____ End. Serial No. 6

ENDORSEMENT EXCLUDING COVERAGE FOR DISCRIMINATION

It is agreed that such insurance as is afforded by the policy in the State of New York does not apply to injury arising out of any discrimination on account of race, color, creed or national origin declared to be unlawful under the laws of New York.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-311
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Looman *Melvin B. Cushman*
SECRETARY PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 7



L-G 3009

AMENDATORY ENDORSEMENT - OTHER INSURANCE

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
For attachment to Policy or Bond No.
Audit Basis
Issued to
Expiration Date
LEL-121-010461-311

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Oliver E. Doorman SECRETARY
Malcolm B. Chandler PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 9

SHORT RATE CANCELLATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

UMBRELLA EXCESS
LIABILITY POLICY



THIS POLICY IS NON-CANCELABLE

**OFFICES
IN
PRINCIPAL CITIES
THROUGHOUT
THE
UNITED STATES
AND
CANADA**

Travelers Exhibit T

INCOMPLETE POLICY

This notification is affixed to a policy in which certain pages of the policy are illegible, including the one(s) listed below. After a diligent search of company records available as of this date, we could not locate a more legible record.

Portions of the policy are illegible: Pages(s): 14.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 3236 WCA

01/01/82 - 01/01/83

06/20/2025

Policy Number(s)

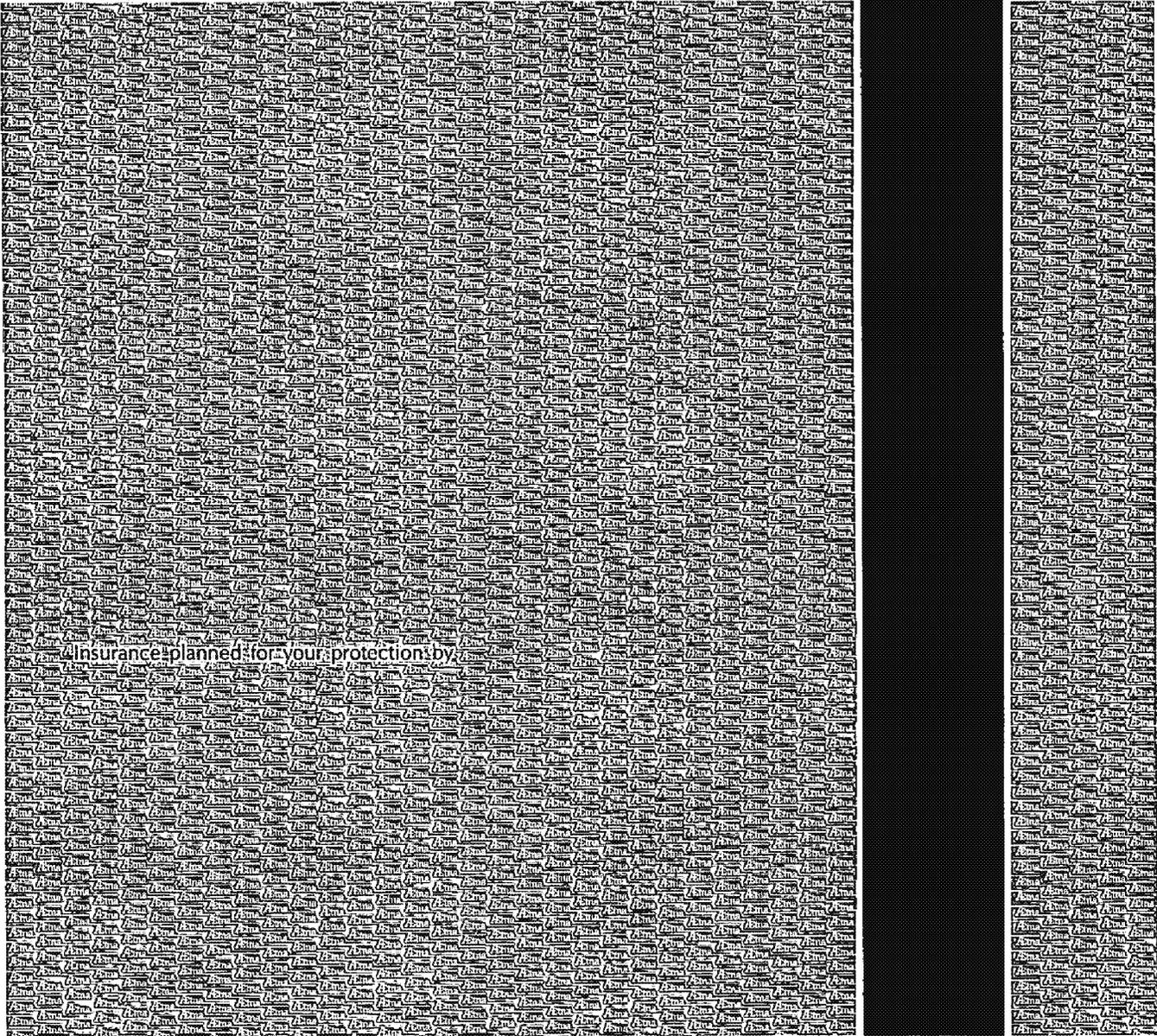
Policy Period(s)

Date



Peter J. Michalik, Director, Operations
Document Management

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115



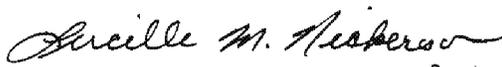
Insurance planned for your protection by

(90985) 3-70

Cat. 821829
Printed in U.S.A.

*Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

Section 2. INDEMNITY AGREEMENT

AETNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an Insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all self-insurance and all policies described in Section 3. Schedule of Underlying Self-Insurance and Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

(XN-13106-2) (1)

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

<u>POLICY NUMBER</u>	<u>INSURER</u>	<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>		
			<u>EACH PERSON</u>	<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
		<u>EXCESS</u>			
TED	LONDON	EXCESS INDEMNITY	\$25,000,000	\$25,000,000	\$25,000,000
TED	VARIOUS	EXCESS INDEMNITY	\$25,000,000	\$25,000,000	\$25,000,000
TED	LONDON	EXCESS INDEMNITY	\$15,000,000	\$15,000,000	\$15,000,000
TED	LONDON	EXCESS INDEMNITY	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
TED	LIBERTY MUTUAL	UMBRELLA LIABILITY	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000

PRIMACY

AS PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN POLICY NUMBER TED ISSUED BY LIBERTY MUTUAL.

CONTROLLING INSURANCE

TED LIBERTY MUTUAL UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof.

(YN-13106-2) (2)

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1. with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than the percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

XN-13106-3

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED OR his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1. at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

XN-13106-3

STANDARD	ENDORSE	FORM	PAID	TAKEN	STANDARD	FORM	PAID	TAKEN	STANDARD	FORM	PAID	TAKEN

A W H CORPORATION, ETAL

ENDORSEMENT INDEX

<u>ENDORSEMENT NO.</u>	<u>FORM NO.</u>	<u>DESCRIPTION</u>
1.	13113-A	BROAD FORM NUCLEAR ENERGY EXCLUSION
2.	XN-13106-4	EXCLUSION-CONTAMINATION OR POLLUTION
3.	XN-13106-6	AMENDMENT OF DISCRIMINATION COVERAGE
4.	SPECIAL NO. 4	CONTRACTOR'S LIMITATION ENDORSEMENT
5.	XN-13111	AMENDMENT OF CANCELLATION CONDITIONS
6.	SPECIAL NO. 6	EXCLUSION-ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY
7.	SPECIAL NO. 7	NAMED INSURED

These endorsements issued by one of the below named companies. The information herein is for informational purposes unless otherwise stated herein.

The information herein is required only when the endorsement is used.

Endorsement effective:

Name of insured:

Address and telephone:

Policy No.:

Revised Premiums:

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

HOME OFFICE COPY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply

I. Under any Liability Coverage in every accident, disease, death or destruction

(a) with respect to which an insured under the policy is an insured under a Nuclear Energy Liability Insurance Association Member Form, Form 1-1000, 1-1000-1, 1-1000-2, 1-1000-3 or 1-1000-4 or would be an insured under any such form, the fact that the accident, disease, death or destruction

(b) resulting from the hazardous properties of nuclear material, or death or destruction resulting from the hazardous properties of nuclear material, is not covered by the Nuclear Energy Liability Insurance Association Member Form, Form 1-1000, 1-1000-1, 1-1000-2, 1-1000-3 or 1-1000-4 or that this policy was here issued as a result of the agreement of the insured and the insurer, shall not constitute an agreement to cover such accident, disease, death or destruction.

II. Under any Medical Payments Coverage in every accident, disease, death or destruction, the fact that the accident, disease, death or destruction is not covered by the Nuclear Energy Liability Insurance Association Member Form, Form 1-1000, 1-1000-1, 1-1000-2, 1-1000-3 or 1-1000-4 or that this policy was here issued as a result of the agreement of the insured and the insurer, shall not constitute an agreement to cover such accident, disease, death or destruction.

III. Under any Liability Coverage for damage to or destruction of nuclear material, if

- (a) the nuclear material is not a nuclear material as defined in the policy;
- (b) the nuclear material is not a nuclear material as defined in the policy and is not disposed of by an insured or an insured's agent;
- (c) the nuclear material is not a nuclear material as defined in the policy and is not disposed of by an insured or an insured's agent and is not a nuclear material as defined in the policy;

IV. As used in this endorsement

"hazardous properties" include radioactive properties of nuclear material;

"nuclear material" means nuclear material as defined in the policy;

"nuclear material" means nuclear material as defined in the policy;

"spent fuel" means nuclear material as defined in the policy;

"waste" means nuclear material as defined in the policy;

"nuclear facility" means

(a) any nuclear reactor;

(b) any equipment, including piping, valves, and other appurtenances, used in the production, processing, or use of spent fuel or in the handling, storage, or use of nuclear material;

(c) any equipment, including piping, valves, and other appurtenances, used in the production, processing, or use of nuclear material;

(d) any structure, including any building, structure, or enclosure, used in the production, processing, or use of nuclear material;

(e) any structure, including any building, structure, or enclosure, used in the production, processing, or use of nuclear material;

(f) any structure, including any building, structure, or enclosure, used in the production, processing, or use of nuclear material;

(g) any structure, including any building, structure, or enclosure, used in the production, processing, or use of nuclear material;

(h) any structure, including any building, structure, or enclosure, used in the production, processing, or use of nuclear material;

(i) any structure, including any building, structure, or enclosure, used in the production, processing, or use of nuclear material;

(j) any structure, including any building, structure, or enclosure, used in the production, processing, or use of nuclear material;

(k) any structure, including any building, structure, or enclosure, used in the production, processing, or use of nuclear material;

(l) any structure, including any building, structure, or enclosure, used in the production, processing, or use of nuclear material;

(m) any structure, including any building, structure, or enclosure, used in the production, processing, or use of nuclear material;

This endorsement forms a part of the policy to which attached, effective from its date.

The Aina Casualty and Surety Company
Hartford, Connecticut

William J. Bailey
Agent

ENDORSEMENT NO. 1

For attachment to the following policy forms
CA, JC, IS, AL, SI, MP, IP, CI, SK, GS, PS, LC, DR, DP, DG, DB, DH, DP

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

William O. Bailey
President

For attachment to the following policy forms:
(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

(13113-A)

CAT. 001902
PRINTED IN U.S.A.

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	2
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

**EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)**

It is agreed that such insurance as is afforded by the personal injury liability coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

This endorsement issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective	Policy No.	Endorsement No.
Named Insured		
Additional Premium \$	Return Premium \$	31 20
	In Advance \$	\$
	1st Anniv. \$	\$
	2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

IN-13106-6

Countersigned by _____
(Authorized Representative)

**EXCESS OVERLAYER INDOSITY POLICY
(Contractor's Limitation Endorsement)**

It is agreed the policy does not apply:

- (a) to PERSONAL INJURY or PROPERTY DAMAGE arising out of any project insured under a "wrap-up" rating plan;
- (b) to PROPERTY DAMAGE to
 - (i) leased or rented equipment, or
 - (ii) property being installed, erected or worked upon by or on behalf of the INSURED;
- (c) unless insurance therefor is provided by a policy of Underlying Insurance as stated in Section I of the policy, to liability assumed by the INSURED under any contract or agreement;
- (d) to PROPERTY DAMAGE included within the EXPLOSION HAZARD, the COLLAPSE HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, unless insurance therefor is provided by a policy of Underlying Insurance at the full limits of liability as stated in Section I of this policy, and then only for such hazards for which coverage is afforded under said Underlying Insurance.

Additional definitions. When used in reference to this policy:

"EXPLOSION HAZARD" includes PROPERTY DAMAGE arising out of blasting or explosion. The EXPLOSION HAZARD does not include PROPERTY DAMAGE (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the NAMED INSURED by independent contractors, or (3) included within the COMPLETED OPERATIONS HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, or (4) for which liability is assumed by the INSURED under any contract;

"COLLAPSE HAZARD" includes "structural property damage" as defined herein and PROPERTY DAMAGE to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, barrowing, filling, backfilling, tunnelling, pile driving, cofferdam work or caisson work, (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The COLLAPSE HAZARD does not include PROPERTY DAMAGE (1) arising out of operations performed for the NAMED INSURED by independent contractors, or (2) included within the COMPLETED OPERATIONS HAZARD or the UNDERGROUND PROPERTY DAMAGE HAZARD, or (3) for which liability is assumed by the INSURED under any contract;

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	4
Named Insured			
SPECIAL NO. 4			

**EXCESS OVERLAYER LIABILITY POLICY
Contractor's Limitation Endorsement**

"UNDERGROUND PROPERTY DAMAGE HAZARD" includes "underground property damage" as defined herein and PROPERTY DAMAGE to any other property at any time resulting therefrom. "Underground property damage" means PROPERTY DAMAGE to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling or pile driving. The UNDERGROUND PROPERTY DAMAGE HAZARD does not include PROPERTY DAMAGE (1) arising out of operations performed for the NAMED INSURED by independent contractors, or (2) included within the COMPLETED OPERATIONS HAZARD, or (3) for which liability is assumed by the INSURED under any contract.

AMENDED CANCELLATION CONDITION

It is agreed that the second sentence of the Cancellation Condition of the policy is amended to read as follows:

This policy may be cancelled by the Aetna Casualty by mailing to the Insured first named in Section 1. at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	5
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv \$	\$
		2nd Anniv \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

XN-13111

Countersigned by _____
Authorized Representative

CODE	NAME	FORM	PAYMENT	TAX	TRANSACTION	LINE	DATE	AMOUNT	STATUS

EXCESS OVERLAYER INDEMNITY POLICY

(EXCLUSION - ENGINEERS, ARCHITECTS, OR SURVEYORS PROFESSIONAL LIABILITY)

IT IS AGREED THAT THE POLICY DOES NOT APPLY TO EXCESS NET LOSS ARISING OUT OF ANY PROFESSIONAL SERVICES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED, INCLUDING

- (1) THE PREPARATION OR APPROVAL OF MAPS, PLANS, OPINIONS, REPORTS, SURVEYS, DESIGNS OR SPECIFICATIONS, AND
- (2) SUPERVISORY, INSPECTION OR ENGINEERING SERVICES.

This endorsement voids the policy in the event of a loss covered by the policy unless otherwise stated herein.

Endorsement effective: 1/1/75
 Named Insured: [Redacted]
 Additional Premium: \$ [Redacted]
 Return Premium: \$ [Redacted]

SPECIAL NO. 6

**The Aina Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut**

HOME OFFICE COPY

PRINTED IN U.S.A.

AGENCY	CODE	NAME	COMM	PAYMENT	TAX DIS	TRANSACTON	LINE OF	DATE	TYPE
BRANCH						TYPE	BUSINESS		
		C S OFFICE	C S CODE	SCOMM		E			
STA	TERRITORY	LIMITS OF LIABILITY	OR	LINE	FORM OR	COMPL	CLASS		
PLANS	RATE	BI	PE	MED	REC	DESIG			

NAMED INSURED

IT IS AGREED THAT THE NAMED INSURED IS TO READ AS FOLLOWS:

A W H CORPORATION AND AFFILIATED OR SUBSIDIARY COMPANIES: WAYNE DATA CORP.; HOPEMAN MEMORIAL FUND, INC.; WAYNE MANUFACTURING CORP.; HOPEMAN MANUFACTURING CORP.; ROYSTON MANUFACTURING CORP.; CARTERET MANUFACTURING CORP.; A. W. HOPEMAN & SONS, CO.; HOPEMAN INVESTMENT CORP.; HOPEMAN BROTHERS, INC.; PICKROY CORP. & HOPEMAN ARIZONA CORP.

The endowment issued to one of the above named companies terminates at the expiration of the policy unless otherwise stated herein.

The information herein is subject only when the underwriter is notified of any change in the information.

Endowment effective
 Named Insured
 Additional Premium \$

Policy No.
 Return Premium \$

7

SPECIAL NO. 7

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut

HOME OFFICE COPY

4524 FRED S. JAMES

1/1/82

1/1/83

1/15/83

E



NAMED INSURED AMENDED

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO READ AS FOLLOWS:

**A W H CORPORATION AND AFFILIATED OR SUBSIDIARY COMPANIES; WAYNE DATA CORP;
HOPEMAN MEMORIAL FUND, INC.; WAYNE MANUFACTURING CORP.; HOPEMAN MANUFACTURING CORP.;
ROYSTON MANUFACTURING CORP.; CARTERET MANUFACTURING CORP.; A.W. HOPEMAN & SONS CO.;
HOPEMAN INVESTMENT CORP.; HOPEMAN BROTHERS INC.; PICKROY CORP.; & ARIZONA HOPEMAN CORP.**

The undersigned hereby certify that the above named insureds are part of the business of the policy and are not a separate business.

The undersigned hereby certify that the above named insureds are part of the business of the policy and are not a separate business.

Endorsement effective **1/1/82**
Named Insured **A W H CORPORATION ETAL**
Additional Insureds

Policy No. **01 XN 3236 WCA** Endorsement No. **7A**

SPECIAL NO. 7A

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Authorized by _____
Special Agent Representative

Travelers Exhibit U



INCOMPLETE POLICY

This notification is affixed to a policy in which certain pages of the policy are illegible, including the one(s) listed below. After a diligent search of company records available as of this date, we could not locate a more legible record.

Portions of the policy are illegible: Pages(s): 6 and 15.

No additional insurance is afforded by this copy.

THE AETNA CASUALTY AND SURETY COMPANY

Name of Insuring Company(ies)

01 XN 3237 WCA

01/01/82 - 01/01/83

06/20/2025

Policy Number(s)

Policy Period(s)

Date



Peter J. Michalik, Director, Operations
Document Management

NAME	FRED A. JAMES	100	5	R	F	1
ADDRESS						
DATE						1-7-82
CLASS						
TYPE						
NO.						
CLASS						
NO.						

EXCESS OVERLAYER INDEMNITY POLICY

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06175
(a stock insurance company, herein called "Aetna Casualty")

IN CONSIDERATION of the payment of premium and subject to all the terms of this policy, agree with the Insured named in the declaration as follows:

POLICY NO. 01 25 3257 102

Section 1. DECLARATIONS

NAME OF INSURED AND ADDRESS:

A W H CORPORATION, ETAL
(SEE ENDORSEMENT)
P.O. BOX 520
WAYNESBORO, VA 22480

POLICY PERIOD:
From 1-1-82 To 1-1-83
12:01 A.M. standard time at the address of insured

PREMIUM:
 Flat charge
 Advertisers at a rate of _____ of _____
Maximum Premium _____
Total Advertiser Premiums 25000.
Policy Installments
1st Anniversary _____
2nd Anniversary _____

LIMITS OF LIABILITY:

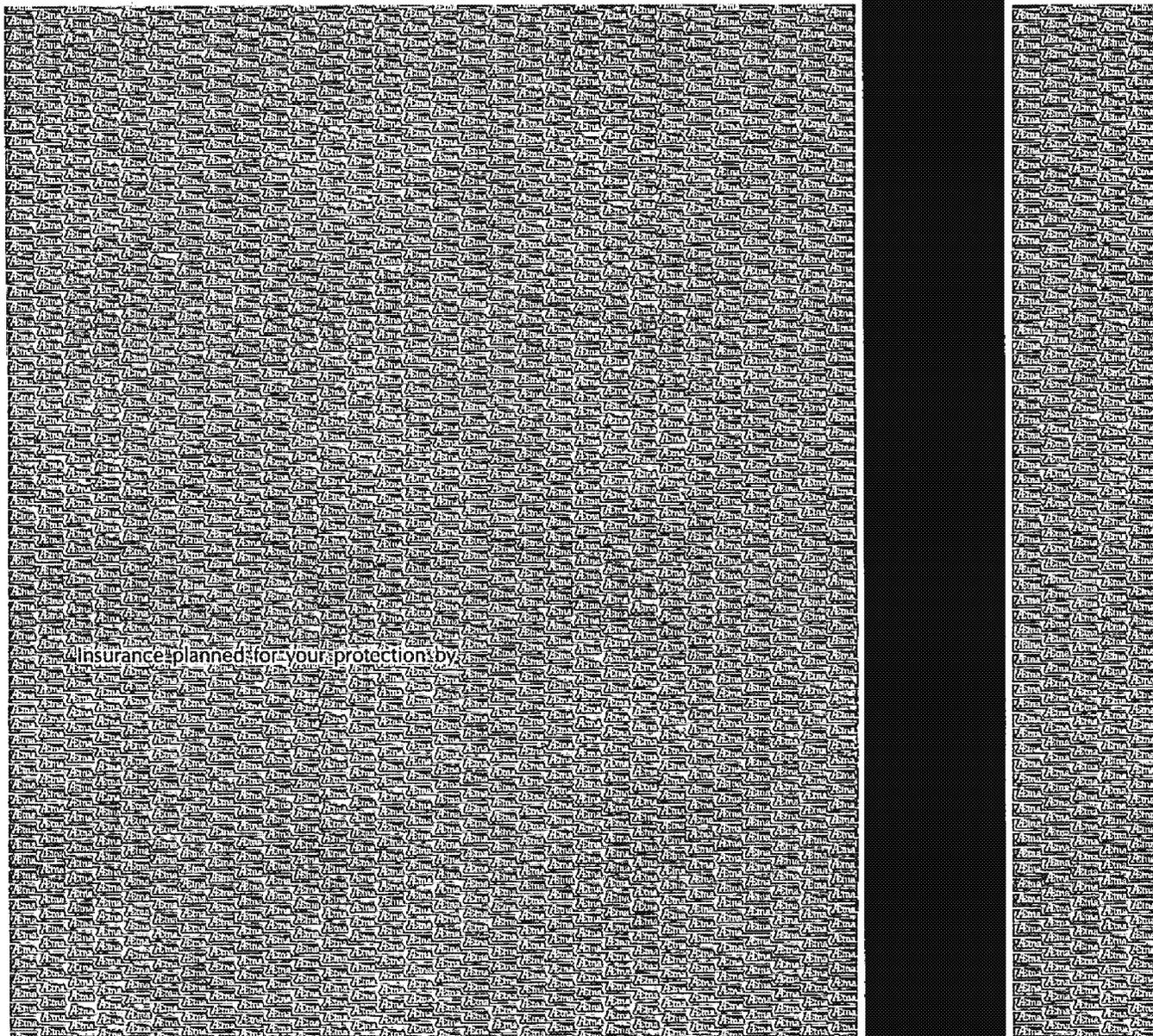
20% (\$5,000,000 MAXIMUM) QUOTA SHARE OF \$25,000,000 EACH OCCURRENCE

20% (\$5,000,000 MAXIMUM) QUOTA SHARE OF \$25,000,000 ANNUAL AGGREGATE

ENDORSEMENTS: **ALL INFORMATION CONCERNING THIS POLICY**
SEE ENDORSEMENT SHEET

HOME OFFICE COPY

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

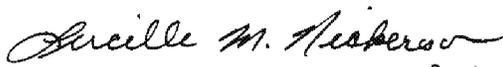


(90985) 3-70

Cat. 821829
Printed in U.S.A.

*Trademark of
The Aetna Casualty and Surety Company
and its associated companies

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

Section 2. INDEMNITY AGREEMENT

AETNA CASUALTY will indemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an Insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all self-insurance and all policies described in Section 3. Schedule of Underlying Self-Insurance and Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date _____ Countersigned by _____
Authorized Representative

(XN-13106-2) (1)

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

<u>POLICY NUMBER</u>	<u>INSURER</u>	<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>		
			<u>EACH PERSON</u>	<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
		<u>EXCESS</u>			
TBD	VARIOUS	EXCESS INDEMNITY		\$25,000,000	\$25,000,000
TBD	LONDON	EXCESS INDEMNITY		\$25,000,000	\$25,000,000
TBD	VARIOUS	EXCESS INDEMNITY		\$25,000,000	\$25,000,000
TBD	LONDON	EXCESS INDEMNITY		\$15,000,000	\$15,000,000
TBD	LONDON	EXCESS INDEMNITY		\$5,000,000	\$5,000,000
TBD	LIBERTY MUTUAL	UMBRELLA LIABILITY		\$5,000,000	\$5,000,000

PRIMARY

AS PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN POLICY NUMBER TBD ISSUED BY LIBERTY MUTUAL

CONTROLLING INSURANCE

TBD LIBERTY MUTUAL UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof.

(XB-12106-2) (2)

Section 4. CONDITIONS

LIMITS OF LIABILITY Aetna Casualty shall not be liable for more than the amount of the limits stated in Section 1. with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Aetna Casualty shall not be liable for more than the percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Aetna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Aetna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Aetna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Aetna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Aetna Casualty, in which event the INSURED and Aetna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Aetna Casualty may elect to do so. Aetna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST AETNA CASUALTY No action shall lie against Aetna Casualty unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED or by written agreement of the INSURED, the claimant and Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

XN-13106-3

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join Aetna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Aetna Casualty be impleaded by the INSURED OR his legal representative.

SUBROGATION In the event of any payment under this policy, Aetna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. The INSURED shall do nothing after loss to prejudice such rights. Recoveries shall be applied first to reimburse any interest (including the INSURED) that may have paid any amount, with respect to liability in excess of the limit of Aetna Casualty's liability, hereunder; then to reimburse Aetna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

CHANGES Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop Aetna Casualty from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Aetna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Aetna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1, by mailing to Aetna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Aetna Casualty by mailing to the INSURED first named in Section 1. at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

If such INSURED cancels, earned premium shall be computed short rate; if Aetna Casualty cancels, earned premium shall be computed pro rata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

XN-13106-3

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Energy Liability Association of Canada or would be an Insured under any such policy but for its termination upon expiration of its term of insurance;

(b) resulting from the hazardous properties of nuclear material and with respect to which the Insured is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or agency thereof, or had this policy not been issued would be entitled to indemnity from the Atomic Energy Act of 1954, or any amendment or agency thereof, under any agreement entered into by the United States of America, or an agent of the United States of America, or an organization;

II. Under any Medical Payments Coverage, or under any Supplemental Payments provision relating to medical expenses, to expenses incurred with respect to bodily injury, sickness, disease, or death resulting from the handling, processing, or disposal of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the handling, processing, or disposal of nuclear material, if:

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by, or on behalf of, an Insured, or (2) has been so charged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an Insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of design, construction, maintenance, operation, or repair of equipment in connection with the planning, construction, maintenance, operation, or repair of a nuclear facility, if such facility is located within the United States of America, its territories or possessions or possible future territories or possessions, or to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings ascribed to them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation of a nuclear facility, or any part of any nuclear facility, included within the definition of nuclear facility under paragraph III of this endorsement;

"nuclear facility" means:

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) separating the isotopes of a fissionable material, (2) processing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of any fissionable material, or any equipment used for the study of the fission of such material, in which the fissionable material, or any component thereof, contains more than 25 grams of plutonium or uranium 233 or any equivalent amount;
- (d) any structure, basin, excavation, premises or place prepared or used for the handling, processing or packaging of nuclear material, and includes the structure on which any of the foregoing is located, all operations conducted on such structure, basin, excavation, premises or place, and all equipment used in such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction in a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

William O. Bailey
President

See attachment to the following policy forms:
D, A, H, IS, AL, SE, MP, JP, CI, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO

ENR 1000000000, INC. 1

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Aetna Casualty and Surety Company
Hartford, Connecticut

William O. Bailey
President

For attachment to the following policy forms:

(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

(13113-A)

CAT. 001902
PRINTED IN U.S.A.

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	2
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Countersigned by _____
(Authorized Representative)

**EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)**

It is agreed that the policy does not apply to EXCESS NET LOSS arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
		In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$
The Aetna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut		Countersigned by _____ (Authorized Representative)	

KX-13106-4

PRINTED IN U.S.A.

EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)

It is agreed that such insurance as is afforded by the personal injury liability coverage does not apply to injuries sustained by any person as a result of discrimination directly or indirectly related to the employment of such person by the insured.

This endorsement issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

---Endorsement effective	Policy No.	Endorsement No.	3
Named Insured			
Additional Premium \$	Return Premium \$	BI	PD
	In Advance \$		\$
	1st Anniv. \$		\$
	2nd Anniv. \$		\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

XN-13106-6

Countersigned by _____
(Authorized Representative)

EXCESS OVERLAYER INDEMNITY POLICY
(Contractor's Limitation Endorsement)

"UNDERGROUND PROPERTY DAMAGE HAZARD" includes "underground property damage" as defined herein and PROPERTY DAMAGE to any other property at any time resulting therefrom. "Underground property damage" means PROPERTY DAMAGE to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling or pile driving. The UNDERGROUND PROPERTY DAMAGE HAZARD does not include PROPERTY DAMAGE (1) arising out of operations performed for the NAMED INSURED by independent contractors, or (2) included within the COMPLETED OPERATIONS HAZARD, or (3) for which liability is assumed by the INSURED under any contract.

AMENDED CANCELLATION CONDITION

It is agreed that the second sentence of the Cancellation Condition of the policy is amended to read as follows:

This policy may be cancelled by the Aetna Casualty by mailing to the Insured first named in Section 1. at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	5
Named Insured			
Additional Premium \$	Return Premium \$	In Advance \$	\$
		1st Anniv. \$	\$
		2nd Anniv. \$	\$

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

KN-13111

AGENCY BRANCH	CODE 4524	NAME FRED S. JAMES	COMM 100	PAYMENT	TAX/DIST	TRANSACTION	TYPE OF CLASS	DATE 1/1/82	POLICY NO.	TYPE AND RATES			
CONTRACTS CHANGES	C/S OFFICE	C/S CODE	C/S COMM					1/1/83	4/15ACR				
STATE PLANS	TERMINAL RATE	LIMITS OF LIABILITY BI PD MED			DR REC	LINE DESIG	FORM OR CLASS	COMP	COE	DISC	PREMIUM	EXPENSE	ALLOTMENT NO.
45													

NAMED INSURED AMENDED

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO READ AS FOLLOWS:

**A W H CORPORATION AND AFFILIATED OR SUBSIDIARY COMPANIES, WAYNE DATE CORP.,
HOPEMAN MEMORIAL FUND INC., WAYNE MANUFACTURING CORP., HOPEMAN MANUFACTURING CORP.,
BOYSTON MANUFACTURING CORP., CARTERET MANUFACTURING CORP., A.W. HOPEMAN & SONS, CO.,
HOPEMAN INVESTMENT CORP., HOPEMAN BROTHERS, INC., PICKROY CORP. & ARIZONA HOPEMAN CORP.**

This endorsement, issued by one of the below named companies, forms a part of the policy and is subject to the terms, conditions and coverages of the policy unless otherwise stated herein.

The information below is required on all policies to which this endorsement is attached.

Endorsement effective **1/1/82** Policy No. **01 XN 3237 WCA** Endorsement No. **7A**
 Named Insured **A W H CORPORATION, ETAL**
 Additional Premium \$ _____ Retain Premium \$ _____

SPECIAL NO. 7A

**The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut**

Comptroller / by _____
Authorized Representative

Travelers Exhibit V

DECLARATIONS

**LIBERTY
MUTUAL**



LIBERTY MUTUAL INSURANCE COMPANY - BOSTON

**UMBRELLA EXCESS
LIABILITY POLICY**

POLICY NO.	TU/CO	SALES OFFICE	CODE	SALES REPRESENTATIVE	CODE	N/R	1ST YEAR
LEI 121-010461-312	33/3	NY	202	Hutto	6949	2	74

Item 1 Named Insured AWH Corporation and as per Endorsement No. 1
P.O. Box 1211
Address Waynesboro, VA 22980

01 04 61/0000

Additional Named Insureds:

and: Any other business organization while any of the foregoing named insureds owns an interest therein of more than fifty percent (50%) during the policy period.

Item 2 Policy Period: From **MO.** 1 **DAY** 1 **YR.** 82 to **MO.** 1 **DAY** 1 **YR.** 83
12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3 Limits of Liability: The limits of the company's liability under this policy are as stated herein, subject to all of the terms of this policy having reference thereto.

Each occurrence	\$ 5,000,000
Aggregate products — completed operations	\$ 5,000,000
Aggregate property damage	\$ 5,000,000
Aggregate advertising injury or damage	\$ 5,000,000
Aggregate occupational disease	\$ 5,000,000

Item 4 The insured's retention is \$ 10,000

Item 5 Computation of Premium

EXPOSURE BASIS	CODE NO.	ESTIMATED ANNUAL EXPOSURE	RATE	ESTIMATED ANNUAL PREMIUM (324)
Per \$100 Unlimited WC Payroll	99935	4,800,000 (GA)	.50	\$ 24,000
		14,900,000 (A/O)	.742	\$ 110,558
Minimum Premium	\$101,000		Premium Deposit	\$ 134,558
The premium for this policy is payable \$		in advance, \$		on first anniversary and
\$				on second anniversary.

Audit Basis: At Expiration Annual Semi-Annual Quarterly Monthly Flat Charge

Item 6 Underlying Insurers	Underlying Policies	Limits of Liability		
		Each Person	Each Occurrence	Aggregate
See Schedule	Policy Number and Type			
	BI PD			
	BI PD			
	BI PD			

This policy, including all endorsements issued therewith, is hereby countersigned by..... *R. D. Harmon* *1G08*

Authorized Representative

Work Units	Typed RMS	Audit Basis	Periodic Payment	Pol. H. G.	Home State	Renewal of
1	L-25-82	9	\$	<input type="checkbox"/> - s	VA	LEI 311

ITEM 6 - EXTENSION SCHEDULE

Underlying Insurers	Underlying Policies	Limits of Liability			
		Each Person	Each Occurrence	Aggregate	
Liberty Mutual	Worker's Compensation WC2-121-010461-392	BI PD	Cov. B 100,000		
	Worker's Compensation WC2-121-010461-302	BI PD	Cov. B 500,000		
	Worker's Compensation WC1-121-010461-432	BI PD	Cov. B 100,000		
	General Liability LG1-121-010461-182	BI PD	500,000 500,000	500,00 500,00	
	Automobile Liability AS1-121-010461-161	BI PD	1,000,000 CSL		
	Automobile Liability AE2-121-010461-422	BI PD	1,000,000 CSL		
	Travelers Ins. Co.	Automobile Liability #650-119B079-3IND-80 (Wayne Mfg. Corp.)	BI PD	200,000 500,000 100,000	
			BI PD		
			BI PD		
			BI PD		
		BI PD			

LE1-121-010461-312

UMBRELLA EXCESS LIABILITY POLICY

THIS POLICY CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I COVERAGE — EXCESS LIABILITY

The company will pay on behalf of the insured all sums in excess of the retained limit which the insured shall become legally obligated to pay, or with the consent of the company, agrees to pay, as damages, direct or consequential, because of:

- (a) personal injury,
(b) property damage, or
(c) advertising injury or damage

with respect to which this policy applies and caused by an occurrence.

This policy does not apply:

- (a) to personal injury or property damage occurring away from premises owned, rented or controlled by the named insured...
(b) to personal injury or property damage for which liability is assumed under any contract or agreement...
(c) to (1) any obligation for which the insured or any carrier as his insurer may be held liable...
(d) to (1) property damage to property of any kind owned, or to aircraft hired...
(e) with respect to premises alienated by the named insured, work performed by or on behalf of the named insured or the insured's products,
(1) to any property damage to such premises, work or products which arises out of any part or portion thereof...

- (2) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(i) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
(ii) the failure of the insured's products or such work to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but part (2) of exclusion (e) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or such work after such products or work have been put to use by any person or organization other than an insured;

- (3) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of such products or work or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
(f) to advertising injury or damage claimed for failure to perform any contract or by reason of a mistake in the advertised price or an incorrect description of any article or commodity;
(g) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is both sudden and accidental.

II INVESTIGATION, DEFENSE, SETTLEMENT, ASSISTANCE AND COOPERATION

With respect to personal injury, property damage or advertising injury or damage covered under this policy (or which would be covered but for the insured's retention as stated in the declarations), but not covered under any underlying policy or any other insurance, the company will

- (1) defend any suit against the insured seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient;
(2) pay all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
(3) pay all premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit

for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of any vehicle to which this policy applies, but the company shall have no obligation to apply for or furnish any such bonds;

- (4) pay all reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day;

and the amounts so incurred, except settlement of claims and suits, are not subject to the insured's retention as stated in the declarations and are payable by the company in addition to the applicable limit of liability of this policy.

The insured agrees to reimburse the company promptly for amounts paid in settlement of claims or suits to the extent that such amounts are within the insured's retention as stated in the declarations.

The named insured agrees to arrange for the investigation, defense or settlement of any such claim or suit in any country where the company may be prevented by law from carrying out this agreement. The company will pay defense expenses incurred with its written consent in addition to its applicable limit of liability under this policy and will promptly reimburse the named insured for its proper share, subject to its applicable limit of liability under this policy, of any settlement above the retained limit made with the company's written consent.

The company shall have the right to associate at its own expense with the insured or any underlying insurer in the investigation, defense or settlement of any claim or suit which in the company's opinion may require payment hereunder. The insured, at the company's request shall assist and cooperate in every way with respect to the handling of all claims or suits and the enforcement of all rights of salvage, contribution or indemnity that may affect the company's obligations under this policy.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (1) The named insured and any executive officer, director, stockholder, partner or employee of the named insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the named insured, but not with respect to the operation of any vehicle owned by such person or organization;
- (2) with respect to premises of the named insured or operations by or on behalf of the named insured, any person, organization, trustee or estate for whom the named insured must, by written agreement, provide liability insurance, but not for more or broader insurance than such agreement requires;
- (3) any additional insured (not a named insured under this policy) included in an underlying policy, but not for broader coverage than is available to such additional insured under the underlying policy;
- (4) any person while using with the named insured's permission any vehicle for which insurance is provided to the named insured hereunder, and any person or organization legally responsible for the use thereof, except:
 - (a) a person or organization, or an agent or employee thereof, operating a vehicle manufacturing or repair shop, hangar, public garage, shipyard, livery, sales agency, service station, public airport, public parking place, marina or boat yard, with respect to any occurrence arising out of the operation thereof;
 - (b) the owner of any such vehicle or any employee of such owner. This subdivision (b) shall not apply if it restricts the insurance granted under subdivision (3) above.

This policy applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

LIMITS OF LIABILITY

Regardless of the number of insureds under this policy or the number of persons or organizations who sustain personal injury, property damage or advertising injury or damage, the company's liability is limited as follows:

Each Occurrence — The limit of liability stated in the declarations as applicable to "each occurrence" is the limit of the company's liability for all damages, direct and consequential, because of all personal injury, property damage and advertising injury or damage sustained by one or more persons or organizations as the result of any one occurrence.

Aggregates — The limits of liability stated in the declarations as (a) "aggregate products-completed operations", (b) "aggregate property damage", (c) "aggregate advertising injury or damage" and (d) "aggregate occupational disease" are, respectively, the total limits of the company's liability for all damages, direct and consequential, because of the following occurring during any one annual period during which this policy is in force: (a) all personal injury arising out of the products-completed operations hazard, (b) all property damage, (c) all advertising injury or damage and (d) all occupational disease sustained by employees of the named insured.

For the purpose of determining the limits of the company's liability:

- (1) all personal injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions; or
- (2) all advertising injury or damage involving one or more causes of injury, including all reproductions or repetitions thereof, regardless of the number and kind of media used;

shall be considered as the result of one and the same occurrence.

Non-Cumulation of Liability — Same Occurrence — If the same occurrence gives rise to personal injury, property damage or advertising injury or damage which occurs partly before and partly within any annual period of this policy, the each occurrence limit and the applicable aggregate limit or limits of this policy shall be reduced by the amount of each payment made by the company with respect to such occurrence, either under a previous policy or policies of which this is a replacement, or under this policy with respect to previous annual periods thereof.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"advertising injury or damage" means personal injury (other than bodily injury) and injury to intangible property sustained by a person or organization arising out of causes of injury first published in connection with the named insured's advertising activities during the policy period as the result of libel, slander, defamation, piracy, infringement of copyrights, invasion of the right of privacy or any negligent act, error or omission in the use of advertising or merchandising ideas.

"annual period" means the twelve month period following the effective date or any anniversary thereof falling within the policy period, or if the time between any such date and the termination of this policy is less than twelve months, such lesser period.

"bodily injury" includes sickness or disease and death resulting at any time therefrom.

"defense expenses" means all reasonable expenses (other than the amount of any settlement) incurred by the named insured in discharging the named insured's obligations under Section II with respect to the investigation, defense or settlement of claims or suits, except (1) salaries of salaried employees of the named insured, and (2) any such expenses payable under an underlying policy or any other valid and collectible insurance.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage.

"insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name.

"named insured" means the person or organization named in Item 1 of the declarations of this policy.

"occurrence" means injurious exposure to conditions, which results in personal injury, property damage or advertising injury or damage neither expected nor intended from the standpoint of the insured.

"personal injury" means personal injury or bodily injury which occurs during the policy period sustained by a natural person, but excluding any such injury included within the definition of advertising injury or damage.

"products-completed operations hazard" means (1) the insured's products, if the personal injury or property damage occurs after possession thereof has been relinquished to others, and (2) operations performed by or on behalf of the named insured (wherever performed and whether or not involving the insured's products), if the personal injury or property damage occurs after such operations have been completed or abandoned. Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period, or (3) injury to intangible property which occurs during the policy period sustained by an organization as a result of false eviction, malicious prosecution, libel, slander or defamation, but excluding any such damage included within the definition of advertising injury or damage.

"retained limit" means as to each occurrence with respect to which insurance is afforded under this policy:

- (1) if an underlying policy is also applicable or would be applicable but for breach of policy conditions; the relevant "each person", "each accident", "each occurrence" or similar limit of liability stated therein (less any reduction thereof by reason of an over-riding aggregate limit of liability) plus all amounts payable under other insurance, if any;
- (2) if any underlying policy otherwise applicable is inapplicable by reason of exhaustion of an aggregate limit of liability: all amounts payable under other insurance, if any; or
- (3) if neither paragraphs (1) or (2) above apply and
 - (a) the insured has other insurance: all amounts payable under such other insurance, but in no event less than the amount stated in the declarations as the insured's retention, or
 - (b) the insured has no other insurance; the amount stated in the declarations as the insured's retention.

For the purpose of determining the retained limit, "other insurance" means any other valid and collectible insurance (except under an underlying policy) which is available to the insured, or would be available to the insured in the absence of this policy, it being the intention that this policy shall not apply under or contribute with such other insurance unless the company's agreement thereto is endorsed hereon.

"underlying policy" } mean, respectively, a policy listed as an
"underlying insurer" } underlying policy in the declarations and the insurer or insurers subscribing such a policy.

CONDITIONS

1 Premium The premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the premium rate and exposure basis stated in the declarations.

2 Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

Notice of Occurrence Whenever the insured has information from which it may reasonably conclude that an occurrence has taken place which might involve this policy, notice shall be sent to the company or any of its authorized agents as soon as practicable.

Appeals In the event the insured or the insured's underlying insurers elect not to appeal a judgment which appears to the company as likely to involve payment under this policy, the company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs, disbursements and interest incidental to the appeal, but in no event shall the liability of the company for any one occurrence exceed the limit of liability set forth in Section IV plus such incidental costs, disbursements and interest.

Subrogation The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor; and the insured shall do everything necessary to secure such rights. Any amounts so recovered shall be apportioned as follows:

Any interest (including the insured) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof. The insured shall do nothing after loss to prejudice such rights.

Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

Cancellation This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Maintenance of Underlying Policies The named insured shall maintain the underlying policies with limits of liability as stated in Item 6 of the declarations and renewals thereof in full effect during this policy period, except for any reduction or exhaustion of

the aggregate limit or limits contained in such policies solely by payment of claims arising out of occurrences which happen during this policy period. Failure of the named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the named insured complied therewith.

The named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying policy, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

10 **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the

company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

11 **First Named Insured** The first insured named in Item 1 of the declarations shall be responsible for payment of all premiums, and is authorized to act on behalf of all other insureds and named insureds with respect to giving and receiving notice of cancellation and to receiving any return premium or dividends that may become payable under this policy.

12 **Declarations** By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

13 **Mutual Policy Conditions** This policy is nonassessable. The policyholder is a member of the company and shall participate to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Doorman
SECRETARY

Ray L. Countryman
PRESIDENT

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

It is agreed that:

- I. The policy does not apply:
A. Under any Liability Coverage, to bodily injury or property damage
(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

- II. As used in this endorsement:
'hazardous properties' include radioactive, toxic or explosive properties;
'nuclear material' means source material, special nuclear material or byproduct material;
'source material', 'special nuclear material', and 'byproduct material' have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
'spent fuel' means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
'waste' means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
'nuclear facility' means
(a) any nuclear reactor,
(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
'nuclear reactor' means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
'property damage' includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

Bruce E. Doorman SECRETARY

Ray L. Countryman PRESIDENT

G320 10/1/66

ADDITIONAL NAMED INSURED

Hopeman Brothers, Inc.
Wayne Data Corporation
Wayne Manufacturing Corporation
Royston Manufacturing Corporation
Carteret Manufacturing Corporation
Pickroy Corporation
Hopeman Manufacturing Corporation
Hopeman Arizona Corporation
Hopeman Investment Corporation
Hopeman Memorial Fund, Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
For attachment to Policy or Bond No.
Audit Basis
Issued to
Expiration Date
LE1-121-010461-312

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Bowman SECRETARY
Ray L. Cauter PRESIDENT

Countersigned by Authorized Representative

Issued Sales Office and No. End. Serial No. 1

AMENDATORY ENDORSEMENT

It is hereby agreed that Name of Insured Endorsement No. 1 is amended to include:

Harriet Hopeman for her interests at: 1230 University Avenue, Rochester, NY - leased to Morgan Machine Co.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-312
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Donovan SECRETARY
Gay L. Conroy PRESIDENT

Countersigned by
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 2

NOTICE OF CANCELATION

It is agreed that the company will not cancel the Policy or reduce the insurance afforded thereby until at least 60 days after written notice of such cancelation or reduction has been mailed to

Name

Address

Hopeman Brothers

c/o Fred S. James & Company
1000 Sibley Tower
Rochester, NY 14604

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

For attachment to Policy or Bond No.

Audit Basis

Issued to

Expiration Date

LE1-121-010461-312

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Boorman
SECRETARY

Malvin B. Goldstein
PRESIDENT

Work Units 1 -

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

4

2252 ED. 1

Printed in U.S.A.

UMBRELLA EXCESS LIABILITY ENDORSEMENT

(Contractors)

It is agreed that the policy does not apply:

- 1) to personal injury or property damage arising out of the conduct of any joint venture of which the insured is a member and which is not designated in the policy as named insured;
- 2) to liability assumed by the insured under any contract or agreement, unless the liability is covered on a primary basis by an underlying policy;
- 3) To personal injury or property damage arising out of a mistake or deficiency in designs, plans, or specifications prepared for use by a person or organization other than the named insured under this policy;
- 4) To property damage to (a) tools or equipment rented or leased to the insured; (b) materials, parts or equipment during the course of installation or erection by or for the insured; or (c) that particular part of property on which work is being performed by or for the insured;
- 5) it is agreed that this policy does not apply to such property damage as is excluded by an Endorsement entitled "Exclusion, Collapse and Underground Property Damage Hazards" attach to underlying policy.

It is further agreed that this insurance (a) shall not duplicate or apply concurrently with other forms of property damage insurance available to the named insured such as, but not limited to, Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and (b) shall not insured to the benefit of any insurer issuing any such other forms of insurance available to the named insured or which would be available to the insured in the absence of this insurance.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
 Effective Date
 For attachment to Policy or Bond No. LEL-121-010461-312
 Expiration Date
 Audit Basis
 Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Bowman SECRETARY
Ray L. Carty PRESIDENT

Countersigned by
 Authorized Representative

Issued Sales Office and No. End. Serial No. 6

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
**ALL INSURANCE EXCEPT TO THE EXTENT
OTHERWISE SPECIFICALLY STATED BELOW
OR IN THE POLICY**

COMPOSITE RATE ENDORSEMENT

It is agreed that the premium for this policy shall be computed on the following basis:

1. Per \$100 of Workers' Compensation payroll

The phrase "Workers' Compensation Payroll" means all payments by the Named Insured in money, or in substitutes for money, during the policy period to all executive officers and other employees of the Named Insured for services rendered, subject to any over-time earnings, limitation of remuneration or exception rules applicable in accordance with the Workers' Compensation manual in use by the Company.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
For attachment to Policy or Bond No. LE1-121-010461-312
Expiration Date
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY
 LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Doorman SECRETARY
Malcolm B. Bradshaw PRESIDENT

Work Units 1 -

Countersigned by
Authorized Representative

L-G 6026 Issued Sales Office and No. End. Serial No. 8

AMENDATORY ENDORSEMENT - OTHER INSURANCE

It is agreed that endorsed provisions excluding any job insured by another carrier shall no longer apply when such other insurance on that job has been terminated.

It is further agreed that the insured shall advise the company as soon as practical of such termination of such other insurance but failure to do so through error or oversight shall not invalidate the terms of this endorsement.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$
Effective Date
Expiration Date
For attachment to Policy or Bond No. LE1-121-010461-312
Audit Basis
Issued to

- LIBERTY MUTUAL INSURANCE COMPANY
- LIBERTY MUTUAL FIRE INSURANCE COMPANY

Anna E. Looman SECRETARY *Ray L. Countryman* PRESIDENT

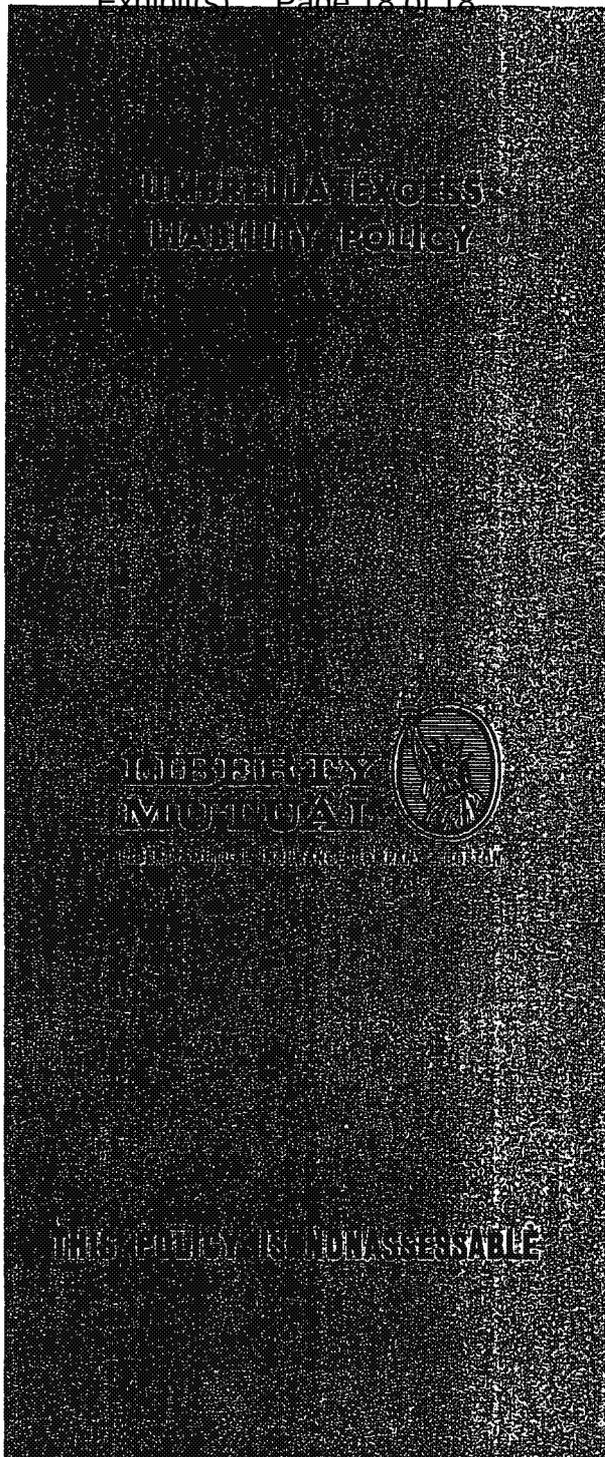
Countersigned by
Authorized Representative

Issued Sales Office and No. End. Serial No. 9

SHORT RATE CANCELLATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	. . . . . 5	154-156	. . . . . 53
2	. . . . . 6	157-160	. . . . . 54
3- 4	. . . . . 7	161-164	. . . . . 55
5- 6	. . . . . 8	165-167	. . . . . 56
7- 8	. . . . . 9	168-171	. . . . . 57
9- 10	. . . . . 10	172-175	. . . . . 58
11- 12	. . . . . 11	176-178	. . . . . 59
13- 14	. . . . . 12	179-182 (6 mos.)	. . . . . 60
15- 16	. . . . . 13	183-187	. . . . . 61
17- 18	. . . . . 14	188-191	. . . . . 62
19- 20	. . . . . 15	192-196	. . . . . 63
21- 22	. . . . . 16	197-200	. . . . . 64
23- 25	. . . . . 17	201-205	. . . . . 65
26- 29	. . . . . 18	206-209	. . . . . 66
30- 32 (1 mo.)	. . . . . 19	210-214 (7 mos.)	. . . . . 67
33- 36	. . . . . 20	215-218	. . . . . 68
37- 40	. . . . . 21	219-223	. . . . . 69
41- 43	. . . . . 22	224-228	. . . . . 70
44- 47	. . . . . 23	229-232	. . . . . 71
48- 51	. . . . . 24	233-237	. . . . . 72
52- 54	. . . . . 25	238-241	. . . . . 73
55- 58	. . . . . 26	242-246 (8 mos.)	. . . . . 74
59- 62 (2 mos.)	. . . . . 27	247-250	. . . . . 75
63- 65	. . . . . 28	251-255	. . . . . 76
66- 69	. . . . . 29	256-260	. . . . . 77
70- 73	. . . . . 30	261-264	. . . . . 78
74- 76	. . . . . 31	265-269	. . . . . 79
77- 80	. . . . . 32	270-273 (9 mos.)	. . . . . 80
81- 83	. . . . . 33	274-278	. . . . . 81
84- 87	. . . . . 34	279-282	. . . . . 82
88- 91 (3 mos.)	. . . . . 35	283-287	. . . . . 83
92- 94	. . . . . 36	288-291	. . . . . 84
95- 98	. . . . . 37	292-296	. . . . . 85
99-102	. . . . . 38	297-301	. . . . . 86
103-105	. . . . . 39	302-305 (10 mos.)	. . . . . 87
106-109	. . . . . 40	306-310	. . . . . 88
110-113	. . . . . 41	311-314	. . . . . 89
114-116	. . . . . 42	315-319	. . . . . 90
117-120	. . . . . 43	320-323	. . . . . 91
121-124 (4 mos.)	. . . . . 44	324-328	. . . . . 92
125-127	. . . . . 45	329-332	. . . . . 93
128-131	. . . . . 46	333-337 (11 mos.)	. . . . . 94
132-135	. . . . . 47	338-342	. . . . . 95
136-138	. . . . . 48	343-346	. . . . . 96
139-142	. . . . . 49	347-351	. . . . . 97
143-146	. . . . . 50	352-355	. . . . . 98
147-149	. . . . . 51	356-360	. . . . . 99
150-153 (5 mos.)	. . . . . 52	361-365 (12 mos.)	. . . . . 100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.



**OFFICES
IN
PRINCIPAL CITIES
THROUGHOUT
THE
UNITED STATES
AND
CANADA**

STEPTOE LLP

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Catherine D. Cockerham (admitted *pro hac vice*)
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*Counsel for The Travelers Indemnity Company,
Travelers Casualty and Surety Company, formerly
known as The Aetna Casualty and Surety Company,
and St. Paul Fire and Marine Insurance Company*

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**DECLARATION OF JOSHUA R. TAYLOR IN SUPPORT OF OBJECTIONS OF THE
TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY AND SURETY
COMPANY, AND ST. PAUL FIRE AND MARINE INSURANCE COMPANY TO
(I) AMENDED PLAN OF REORGANIZATION OF HOPEMAN BROTHERS, INC.
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE [Dkt. 766]
AND (II) THE DISCLOSURE STATEMENT WITH RESPECT TO THE AMENDED
PLAN OF REORGANIZATION OF HOPEMAN BROTHERS, INC.
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE [Dkt. 767]**

I, Joshua R. Taylor, declare under 28 U.S.C. § 1746 that the following statements are true and correct to the best of my knowledge and belief after due inquiry described here.

1. I am an attorney at Steptoe LLP, which serves as counsel for The Travelers Indemnity Company; Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company; and St. Paul Fire and Marine Insurance Company (together,

“Travelers”) in the above-captioned proceeding, and I am duly authorized to make this declaration.

2. I am an attorney-at-law, duly admitted and a member in good standing of the Bar of (i) the District of Columbia, (ii) the Commonwealth of Virginia, and (iii) the State of North Carolina, and the following federal courts: (i) United States Supreme Court, (ii) United States Court of Appeals for the Fourth Circuit, (iii) United States District Court for the Eastern District of Virginia, (iv) United States District Court for the District of Maryland, (v) United States District Court for the Middle District of North Carolina, (vi) United States District Court for the Western District of North Carolina, (vii) United States Bankruptcy Court for the Eastern District of Virginia, (viii) United States Bankruptcy Court for the Western District of Virginia, (ix) United States District Court for the District of Columbia, and (x) United States District Court for the District of Colorado.

3. I submit this declaration (the “Declaration”) in support of Travelers’ Objections to (I) Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code [Dkt. 766] and (II) the Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code [Dkt. 767]. Unless otherwise stated in this Declaration, I base this affidavit on my personal knowledge of the facts contained herein, and if called as a witness, I would testify consistently with the statements in this Declaration.

4. Travelers Exhibit W to this Declaration is a true and correct copy of the Responses and Objections of the Debtor to Travelers Insurers’ First Set of Interrogatories, dated June 16, 2025.

5. Travelers Exhibit X to this Declaration is a true and correct copy of the Official Committee of Unsecured Creditors' Omnibus Objections and Responses to the Travelers Insurers' Interrogatories and Requests for Production, dated June 13, 2025.

6. Travelers Exhibit Y to this Declaration is a true and correct copy of the Responses and Objections of the Debtor to Travelers Insurers' First Requests to Hopeman Brothers, Inc. for Production of Documents, dated June 11, 2025.

7. Travelers Exhibit Z to this Declaration is a true and correct copy of the Objections and Responses of the Future Claimants' Representative to the Travelers Indemnity Company and St. Paul Fire and Marine Insurance Company's [sic] First Set of Interrogatories to the Future Claimants' Representative, dated June 13, 2025.

8. Travelers Exhibit AA to this Declaration is a true and correct copy of The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company's First Set of Interrogatories to the Debtor, dated June 5, 2025.

9. Travelers Exhibit AB to this Declaration is a true and correct copy of The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company's First Requests to Hopeman Brothers, Inc. for Production of Documents, dated June 5, 2025 (the "Hopeman RFPs").

10. Travelers Exhibit AC to this Declaration is a true and correct copy of The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company's First Set of Interrogatories to the Committee, dated June 5, 2025.

11. Travelers Exhibit AD to this Declaration is a true and correct copy of The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and

Marine Insurance Company's First Set of Document Requests to the Committee, dated June 5, 2025.

12. Travelers Exhibit AE to this Declaration is a true and correct copy of The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company's First Set of Interrogatories to the Future Claimants' Representative, dated June 5, 2025.

13. Travelers Exhibit AF to this Declaration is a true and correct copy of excerpts from the transcript of the July 1, 2025 deposition of Christopher Lascell, serving as the Fed. R. Civ. P. 30(b)(6) designee of Hopeman Brothers, Inc.

I declare under penalty of perjury that the foregoing is true and correct.

Executed: July 7, 2025 in Washington, D.C.



Joshua R. Taylor

Travelers Exhibit W

HUNTON ANDREWS KURTH LLP
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Counsel for Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:	:	Chapter 11
	:	
HOPEMAN BROTHERS, INC.,	:	Case No. 24-32428 (KLP)
	:	
Debtor.	:	
	:	

**RESPONSES AND OBJECTIONS OF THE DEBTOR
TO TRAVELERS INSURERS' FIRST SET OF INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure (“Civil Rules”), made applicable by Rules 7026, 7033, and 9014 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), and Rule 7026-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia (“Local Rules”), Hopeman Brothers, Inc. (the “Debtor”), by its undersigned counsel, hereby submits the following objections and responses (the “Objection and Responses”) to *The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company’s First Set of Interrogatories to the Debtor* (the “Interrogatories” or the “Discovery Requests”) served by The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (collectively, the “Travelers Insurers”) on the Debtor, on June 5, 2025.

I. GENERAL OBJECTIONS

The following general objections (the “General Objections”) apply to each Discovery Request and are incorporated by reference into each response made herein, in addition to any specific responses and objections included herein. The assertion of the same, similar, or additional objections or the provision of partial answers in the specific responses and objections does not waive any of the General Objections.

1. The Debtor objects to the Discovery Requests to the extent that they seek information that is not relevant to any party’s claim or defense and are not proportional to the needs of the case under the Civil Rules, the Federal Rules of Evidence (the “Evidence Rules”), the Bankruptcy Rules, or the Local Rules or otherwise purport to impose any obligation on the Debtor beyond that required or permitted by the Civil Rules, the Evidence Rules, the Bankruptcy Rules, the Local Rules, or other rules or practices applicable to cases in this Court.

2. The Debtor objects to the Discovery Requests, including the definitions and instructions therein, to the extent that they seek information that is irrelevant and outside the scope of matters related to confirmation of the proposed *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 766] (the “524(g) Plan”) and approval of the adequacy of the *Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 767] (the “Disclosure Statement”).

3. The Debtor objects to the Discovery Requests because the Travelers Insurers demand an expedited response on or before June 13, 2025, which is eight days after service of the Discovery Requests on the Debtor and, thus, less time than the thirty-days provided for a response under Civil Rule 33(b)(2).

4. The Debtor objects to the Discovery Requests including the definitions and instructions therein, to the extent that they are overly broad, unduly burdensome, unreasonably duplicative, or cumulative.

5. The Debtor objects to the Discovery Requests to the extent that they are vague, ambiguous, or require the Debtor to speculate as to the information the Travelers Insurers seek.

6. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to provide information that already is in the Travelers Insurers possession, custody, or control, or that is publicly available, or that is otherwise obtainable from some other source more convenient, less burdensome, or less expensive.

7. The Debtor objects to the Discovery Requests to the extent that they seek information protected by the attorney-client privilege, the work product doctrine, the common interest privilege, and/or any other applicable privilege or protection.

8. The Debtor objects to the Discovery Requests to the extent they seek to require disclosure of confidential information or information that are subject to non-disclosure agreements or confidential undertakings.

9. The Debtor objects to the Discovery Requests to the extent that they imply the existence of facts or circumstances that do not or did not exist and to the extent that they state or assume legal conclusions. Nothing contained in any response herein shall be deemed to be an admission, concession, or waiver by the Debtor as to any question of fact or law.

10. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to engage in activities entailing an excessive expenditure of time and/or money to respond.

11. The Debtor objects to the Discovery Requests to the extent that they purport to seek information not readily ascertainable through Debtor's books and records (including electronic records) as unduly burdensome, expensive, and harassing.

II. SPECIFIC RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1: Identify each witness, whether fact or expert, whom You will call or anticipate calling to testify at the Confirmation Hearing, and for each such Person, please (a) describe in detail the subject matter of such Person's anticipated testimony, (b) identify all Documents relating to such testimony, and (c) with respect to any expert witness, provide the disclosures described in Rule 26(a)(2) of the Federal Rules of Civil Procedures.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor identifies the following persons that it intends, as of the date hereof, to call as a fact witness at the Confirmation Hearing:

1. Chris Lascell, President of the Debtor, may provide testimony regarding historical information regarding the Debtor and asbestos claims asserted against it, the decision of the Debtor to negotiate and agree upon the 524(g) Plan, the good faith arms' length negotiations over the plan, and other factual evidence for the Bankruptcy Court to conclude that the Plan satisfies the standards for confirmation.
2. Ron Van Epps, Managing Director, of the Debtor's financial advisor, Stout Risius Ross, LLC. Mr. Van Epps may provide testimony regarding the Debtor's insurance program as it relates to asbestos claims asserted against it and the insurance-related provisions of the proposed Plan.
3. Conor Tully, Senior Managing Director, of the Committee's financial advisor, FTI Consulting, Inc., may provide testimony regarding the Liquidation Analysis [Docket No. 767, Exhibit B], the Restructuring Transaction [Docket No. 853, Exhibit F], and the Revised Reorganized Hopeman Projections [Docket No. 853, Exhibit I].

The Debtor further states that it has not determine which expert witnesses, if any, it may call at the Confirmation Hearing.

To the extent the Debtor intends to call an expert witness or any other fact witness at the Confirmation Hearing or to expand the scope of testimony of a fact witness, the Debtor will provide reasonable notice to the Travelers Insurers in advance of the Confirmation Hearing in accordance with the Local Rules.

INTERROGATORY NO. 2: Describe how a Channeled Asbestos Claim will be determined to be an Insurer Asbestos Claim, the basis for such determination, and who will be responsible for making such determination.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by referring the Travelers Insurers to the terms set forth in the 524(g) Plan, including the definition of “Channeled Asbestos Claim,” “Insured Asbestos Claim,” and “Uninsured Asbestos Claim” at sections 1.37, 1.74 and 1.108 of the 524(g) Plan, and the Revised Trust Distribution Procedures [Docket No. 853, Exhibit B] (the “TDP”). The Debtor further responds that it will be the responsibility of each Channeled Asbestos Claimant, who is contemplating or pursuing an action under section 8.12 or section 8.13 of the 524(g) Plan to determine whether the Channeled Asbestos Claim satisfies the definition of “Insured Asbestos Claim.” The Asbestos Trust also may evaluate whether a Channeled Asbestos Claim satisfies the definition of “Uninsured Asbestos Claim” in determining the eligibility of that claim for payment or distribution under the Asbestos Trust Distribution Procedures.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion about what constitutes a Channeled Asbestos Claim.

INTERROGATORY NO. 3: If an Insured Asbestos Claim is determined to be covered or potentially covered by more than one Non-Settling Asbestos Insurer, describe the Non-Settling

Asbestos Insurer(s) to which such claim will be tendered and how such a determination will be made.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers the Travelers Insurers to section 8.12(b) of the 524(g) Plan, which provides that the “Asbestos Trust . . . shall provide notice of such action, appropriate, to all Non-Settling Insurers.”

INTERROGATORY NO. 4: Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Travelers Casualty Policies are bound by, and that any recoveries for such claimants under the Travelers Casualty Policies will be subject to, the provisions of the Wellington Agreement, including but not limited to the pro rata allocation methodology set forth therein? If Your answer is anything other than an unqualified “yes,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that the Debtor is not making any contention about whether holders of Channeled Asbestos Claims with asbestos-related claims against the Debtor during one or more of the Travelers Casualty Policy periods are affected by or unaffected by the Wellington Agreement. Upon information and belief, these holders of Channeled Asbestos Claims are not parties to the Wellington Agreement, and the Debtor is taking no position about the extent of their legal rights as may be affected by the Wellington Agreement.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning whether holders of Channeled Asbestos Claims who seek coverage under the Travelers Casualty Policies are bound by, and that any recoveries for such

claimants under the Travelers Casualty Policies will be subject to, the provisions of the Wellington Agreement.

INTERROGATORY NO. 5: Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Travelers Casualty Policies are bound by, and that any recoveries for such claimants under the Travelers Casualty Policies will be subject to, the provisions of the 2005 Agreement? If Your answer is anything other than an unqualified “yes,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that the Debtor is not making any contention about whether holders of Channeled Asbestos Claims who seek coverage under the Travelers Casualty Policy periods are bound by or subject to the provisions of the 2005 Agreement. Upon information and belief, these holders of Channeled Asbestos Claims are not parties to the 2005 Agreement, and the Debtor is taking no position about the extent of their legal rights as may be affected by the 2005 Agreement.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning whether holders of Channeled Asbestos Claims who seek coverage under the Travelers Casualty Policies are bound by, and that any recoveries for such claimants under the Travelers Casualty Policies will be subject to, the provisions of the 2005 Agreement.

INTERROGATORY NO. 6: Do You contend that the Asbestos Trust will be bound by, and obligated to honor, all of the terms, conditions, and provisions of the Travelers’ CIP Agreements? If Your answer is anything other than an unqualified “yes,” please state your

contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that, under the proposed 524(g) Plan, all of the Debtor's rights under Asbestos CIP Agreements will be transferred to, and vested in, the Asbestos Trust. *See* Plan at §§ 1.7, 1.17, and 8.3(b). In addition, all of the parties' respective rights, duties, defenses, obligations, and liabilities under the Travelers Insurers' CIP Agreements are being preserved, and to the extent those agreements constitute executory contracts, are being assumed by the Reorganized Debtor. *See* Plan at § 6.2.

INTERROGATORY NO. 7: Describe how Hopeman's share of claim payments, which was approximately 35.12% in 2023 (*see* Disclosure Statement at 10) will be accounted for with respect to holders of Channeled Asbestos Claims who bring judgment-enforcement or direct actions against Non-Settling Asbestos Insurers to obtain the benefits of Asbestos Insurance Coverage (*see id.* at pdf p. 2 of 219).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that, upon information and belief, Channeled Asbestos Claimants pursuing judgment-enforcement or direct actions against Non-Settling Asbestos Insurers are not parties to any prepetition agreements that established the Debtor's share of claim payments. The Debtor is taking no position about whether those claimants are bound to such agreements or will need to account for the Debtor's share of claim payments made prepetition.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning how the Debtor's share of claim payments made

prepetition will be accounted for with respect to holders of Channeled Asbestos Claims who bring judgment-enforcement or direct actions against Non-Settling Asbestos Insurers to obtain the benefits of Asbestos Insurance Coverage.

INTERROGATORY NO. 8: Identify the Committee's Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. *See* Liquidation Analysis, Disclosure Statement at pdf p. 213 of 219.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds that, upon information and belief, the Liquidation Analysis was developed by the Committee's financial advisor, FTI Consulting.

INTERROGATORY NO. 9: Identify the Debtor's Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. *See* Liquidation Analysis, Disclosure Statement at pdf p. 213 of 219.

RESPONSE: Subject to and without waiving General Objections, which are incorporated herein by reference, the Debtor incorporates its responses and objections to Interrogatory No. 9 as if fully set forth herein and also identifies the following of its professionals that reviewed and commented on the Liquidation Analysis, after consulting with the Debtor and the Debtor's other advisors: Tyler P. Brown, Esq., Joseph P. Rovira, Esq. and Henry P. (Toby) Long, III, from Hunton Andrews Kurth, LLP, counsel to the Debtor.

INTERROGATORY NO. 10: Identify and describe the basis of the values listed in each scenario of the Liquidation Analysis for Other Asbestos Insurance assets, including but not limited

to all assumptions used and the “variables” forming the basis of the “potential range of outcomes under each scenario.” *See* Liquidation Analysis, Disclosure Statement at pdf p. 215 of 219, ¶ 6.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, Debtor refers the Travelers Insurers to Note 6 of the Liquidation Analysis.

INTERROGATORY NO. 11: Describe why Note 14 to the Liquidation Analysis states that “Hopeman does not have sufficient information to estimate the total amount of [unresolved Asbestos Claims] with certainty for purposes of this analysis (Disclosure Statement at pdf p. 216 of 219, ¶ 14) notwithstanding (a) the November 5, 2025 Expert Report of Yvette R. Austin which includes a section entitled “Estimate of Current Claim Values,” and (b) the November 5, 2024 Expert Report of Ross I. Mishkin which includes a table entitled, “Estimate Aggregate Liability for Pending Claims,” including the reasons why the Liquidation Analysis does not include, incorporate, discuss, or reference Ms. Austin’s opinion regarding the “Present Value of Current Claims by Disease Category (in 2024 Dollars)” totaling \$52,591,787 or Mr. Mishkin’s opinion regarding the “Aggregate Liability – Pending Claims” based on the HBI Average Per Claim Value totaling \$14,138,363.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, Debtor responds by stating that there is no requirement that the Liquidation Analysis rely on prior estimates of the Debtor’s asbestos-related liabilities. The Debtor further responds that, as set forth in Note 14 of the Liquidation Analysis, because of the unliquidated nature of the vast majority of asbestos-related claims against the Debtor the aggregate amount is unknown and the Debtor cannot estimate the total amount of these claims with certainty for purposes of the Liquidation Analysis.

The Debtor otherwise objects to this Interrogatory because it seeks information protected by the work product doctrine.

INTERROGATORY NO. 12: Identify every evergreen source of funding for the Asbestos Trust proposed under the Plan (*see In re Combustion Engineering, Inc.*, 391 F.3d 190, 234 (3d Cir. 2004)) and describe (a) how any such source of funding was identified and selected, (b) the projected extent and duration of such funding, and (c) the projected year-over-year amount of funding from such source(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by referring the Travelers Insurers to the Restructuring Transaction and Reorganized Hopeman Projections.

INTERROGATORY NO. 13: Identify each of the Asbestos Insurers that You contend is a Non-Settling Asbestos Insurer and the Asbestos Insurance Policy(ies) issued by each such Asbestos Insurer that will be included among the Asbestos Insurance Rights Constituting Asbestos Trust Assets.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers the Travelers Insurers to the Asbestos Insurance Policies [Docket No. 853 Exhibit H] and the definition of Asbestos Insurance Policies,” “Asbestos Insurance Settlement,” “Non-Settling Asbestos Insurer,” and “Settled Asbestos Insurer” set forth in sections 1.12, 1.14, 1.80, and 1.104 of the 524(g) Plan.

INTERROGATORY NO. 14: Identify the individual(s) who will be appointed to serve as the officers and as the director of Reorganized Hopeman and describe (a) the reason(s) why each individual was selected to serve in their respective role, (b) the qualifications of each

individual to serve in the identified role, and (c) the Person(s) responsible for selecting the individual(s) to serve in their respective role. *See* Plan § 8.7.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds that Matthew T. Richardson has been selected to be the sole director and officer of Reorganized Hopeman. The Debtor otherwise objects to this Interrogatory because it seeks information protected by the work product doctrine.

INTERROGATORY NO. 15: Identify the Person(s) responsible for the Reorganized Hopeman Projections attached as Exhibit C to the Disclosure Statement and describe the work performed by Each Person in connection with the cash flow forecast set forth therein.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds that, upon information and belief, the Reorganized Hopeman Projections were developed by the Committee's financial advisor, FTI Consulting. The Debtor further responds that the following Persons connected to the Debtor reviewed and commented on the Reorganized Hopeman Projections in advance of filing the exhibit with the Court: (i) Christopher Lascell, President of the Debtor; (ii) Tyler P. Brown, Esq., Joseph P. Rovira, Esq. and Henry P. (Toby) Long, III, from Hunton Andrews Kurth, LLP, counsel to the Debtor; and (iii) Ron Van Epps, from Stout Risius Ross, LLC, financial advisor to the Debtor.

INTERROGATORY NO. 16: Describe how holders of Uninsured Asbestos Claims are substantially similar to holders of Insured Asbestos Claims under the Plan and how the Plan's treatment of Uninsured Asbestos Claims is substantially similar to the Plan's treatment of Insured Asbestos Claims.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating Insured Asbestos Claims and

Uninsured Asbestos Claims are substantially similar because both types of claims are based on, arise from, or are attributable to alleged asbestos-related claims against the Debtor. The Debtor further states that the proposed treatment of Insured Asbestos Claims and Uninsured Asbestos Claims under the Plan satisfies the requirements of 11 U.S.C. § 1123(a)(4).

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion about the treatment of Insured Asbestos Claims and Uninsured Asbestos Claims under the Plan.

INTERROGATORY NO. 17: Do You contend that the 2005 Agreement is an Asbestos CIP Agreement? If Your answer is anything other than an unqualified “yes,” please state Your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor contends that the 2005 Agreement is full release of some of the Travelers Casualty Policies but a coverage-in-place agreement as to other Travelers Casualty Policies that were not implicated in 2005 and have not been since. As a result, the 2005 Agreement “does not currently provide rights in favor of Hopeman to continuing coverage or to payment of insurance proceeds” and, therefore, does not meet the definition of Asbestos CIP Agreement set forth in section 1.7 of the 524(g) Plan.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning whether the 2005 Agreement is an Asbestos CIP Agreement.

INTERROGATORY NO. 18: Do You contend that the Wellington Agreement is an Asbestos CIP Agreement? If Your answer is anything other than an unqualified “yes,” please state

Your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor contends that the Wellington Agreement is not an Asbestos CIP Agreement. The Debtor also refers the Travelers Insurers to definition of “Asbestos CIP Agreement” set forth in section 1.7 of the 524(g) Plan.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning whether the Wellington Agreement is an Asbestos CIP Agreement.

Dated: June 16, 2025
Richmond, Virginia

/s/ Henry P. (Toby) Long, III

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Henry P. (Toby) Long, III (VSB No. 75134)
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- and -

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Counsel for the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that, on June 16, 2025 a true and correct copy of *The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company's First Set of Interrogatories to the Debtor* was sent via email to the following counsel for the Travelers Insurers:

Joshua R. Taylor, Esq. (jrtaylor@steptoe.com)
Catherine D. Cokerham (ccockerham@steptoe.com)

/s/ Henry P. (Toby) Long, III
Henry P. (Toby) Long, III

VERIFICATION

I, the undersigned, certify that the statements set forth in the Debtor's responses to the Interrogatories are true and correct except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies that he verifies and believes the same to be true.

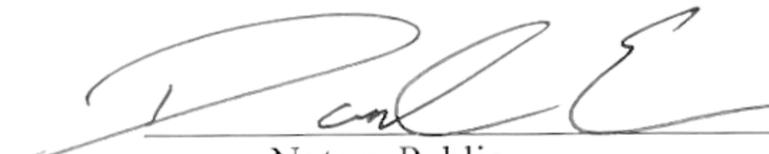
Hopeman Brothers, Inc.

By: 

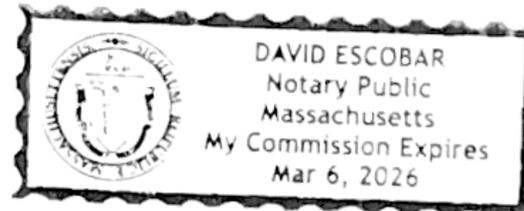
STATE OF MASSACHUSETTS)
)
)
CITY/COUNTY OF Norfolk)

To-wit:

Subscribed and sworn to before me in my jurisdiction aforesaid this 17 day of June 2025.


Notary Public

My commission expires: March 6, 2026



Travelers Exhibit X

CAPLIN & DRYSDALE, CHARTERED
Kevin C. Maclay (admitted *pro hac vice*)
Todd E. Phillips (admitted *pro hac vice*)
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*Special Insurance Counsel for the Official
Committee of Unsecured Creditors*

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re: :
: Chapter 11
HOPEMAN BROTHERS, INC., :
: Case No. 24-32428 (KLP)
: Debtor. :
:

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS’
OMNIBUS OBJECTIONS AND RESPONSES TO THE TRAVELERS
INSURERS’ INTERROGATORIES AND REQUESTS FOR PRODUCTION**

The Official Committee of Unsecured Creditors (“**Committee**”), by and through its undersigned counsel, objects and responds to *The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company’s First Set of Interrogatories to the Committee* (“**Interrogatories**”) and *The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company’s First Set of Document Requests to the Committee* (“**Requests**”) propounded by The Travelers

Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (collectively “**Travelers Insurers**”) as follows:¹

INTERROGATORY NO. 1: *Identify each witness, whether fact or expert, whom You will call or anticipate calling to testify at the Confirmation Hearing and, for each such Person, please (a) describe in detail the subject matter of such Person’s anticipated testimony, (b) identify all Documents relating to such testimony, and (c) with respect to any expert witness, provide the disclosures described in Rule 26(a)(2) of the Federal Rules of Civil Procedure.*

RESPONSE: The Committee objects to this Interrogatory on the grounds that “all Documents relating to such testimony” is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case, and seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, the mediation privilege, and the common interest privilege. Similarly, “all Documents relating to such testimony” is objectionable because it calls on the Committee to speculate on the potential universe of documents that might “relate” to a witness’s testimony. The Committee further objects that Rule 9014(c)(2) of the Federal Rules of Bankruptcy Procedure provides that Rule 26(a)(2) of the Federal Rules of Civil Procedure does not apply in a contested matter unless the court orders otherwise.

Subject to and without waiving the foregoing objections, the Committee anticipates that either it or the Debtor will call Conor Tully of FTI Consulting, Inc. (“**FTI**”) as a witness at the Confirmation Hearing regarding the Revised Reorganized Hopeman Projections (Plan Supplement Related to Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code, Docket No. 853 (“**Plan Supplement**”), Exs. I and I-1) and the Liquidation Analysis (Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman

¹ Capitalized terms not defined herein have the meanings ascribed to them in the *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (Docket No. 766) (“**Plan**”).

Brothers, Inc. Under Chapter 11 of the Bankruptcy Code, Docket No. 767 (“DS”), Ex. B). In addition, the Committee reserves the right to call Mr. Tully to testify on the Restructuring Transaction (Plan Supplement, Ex. F).

INTERROGATORY NO. 2: *Describe how a Channeled Asbestos Claim will be determined to be an Insured Asbestos Claim, the basis for such a determination, and who will be responsible for making such determination.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it calls for answers involving legal interpretation and/or legal conclusions.

Subject to and without waiving the foregoing objections, the Committee directs the Travelers Insurers to the definitions of “Insured Asbestos Claim” and “Uninsured Asbestos Claim” in the Plan and the Asbestos Trust Distribution Procedures (Plan Supplement, Exs. B and B-1). Additionally, in the first instance, it will be up to each Channeled Asbestos Claimant contemplating or pursuing an action under section 8.12 or section 8.13 of the Plan to determine whether his Channeled Asbestos Claim satisfies the definition of “Insured Asbestos Claim.” The Asbestos Trust may also evaluate whether a Channeled Asbestos Claim satisfies the definition of “Uninsured Asbestos Claim” in determining the eligibility of that claim for payment or distribution under the Asbestos Trust Distribution Procedures.

INTERROGATORY NO. 3: *If an Insured Asbestos Claim is determined to be covered or potentially covered by more than one Non-Settling Asbestos Insurer, describe the Non-Settling Asbestos Insurer(s) to which such claim will be tendered and how such a determination will be made.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it calls for answers involving legal interpretation and/or legal conclusions.

Subject to and without waiving the foregoing objections, the Committee refers the Travelers Insurers to section 8.12(b) of the Plan, which provides, *inter alia*, that the “Asbestos Trust . . . shall provide notice of such action, as appropriate, to all Non-Settling Insurers.”

INTERROGATORY NO. 4: *Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Travelers Casualty Policies are bound by, and that any recoveries for such claimants under the Travelers Casualty Policies will be subject to, the provisions of the Wellington Agreement, including but not limited to the pro rata allocation methodology set forth therein? If Your answer is anything other than an unqualified “yes,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: The Committee objects to this Interrogatory on the grounds that “all facts and legal theories on which You rely to support Your contention(s)” is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee answers as follows: No. All claimants with tort claims against Hopeman arising from bodily injury suffered during one or more of the Travelers policy periods have rights under the Travelers policies that are unaffected by the Wellington Agreement. State statutory law throughout the United States gives injured persons rights under their tortfeasors’ liability insurance policies that arise at the moment of injury. These statutes create “a contractual relationship which inures to the benefit of person[s] who might be negligently injured by [the] insured as completely as if such injured person had been specifically named in [the] insurance policy.” Plitt *et al.*, Couch on Ins. § 104:13 (Dec. 2024 update). The “contractual relationship” created by statute cannot be altered by an agreement, such as the Wellington Agreement, between the insured and the insurer to which the injured persons

did not consent. Consequently, the Wellington Agreement has no effect on the rights of Channeled Asbestos Claimants under the Travelers policies. These claimants are not parties to, and are not bound by, the Wellington Agreement.

INTERROGATORY NO. 5: *Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Travelers' Policies are bound by, and that any recoveries for such claimants under the Travelers' Policies will be subject to, the provisions of the 2005 Agreement? If Your answer is anything other than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: The Committee objects to this Interrogatory on the grounds that "all facts and legal theories on which You rely to support Your contention(s)" is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee answers as follows: No. All claimants with tort claims against Hopeman arising from bodily injury suffered during one or more of the Travelers policy periods have rights under the Travelers policies that are unaffected by the 2005 Agreement. State statutory law throughout the United States gives injured persons rights under their tortfeasors' liability insurance policies that arise at the moment of injury. These statutes create "a contractual relationship which inures to the benefit of person[s] who might be negligently injured by [the] insured as completely as if such injured person had been specifically named in [the] insurance policy." *Plitt et al.*, Couch on Ins. § 104:13 (Dec. 2024 update). The "contractual relationship" created by statute cannot be altered by an agreement, such as the 2005 Agreement, between the insured and the insurer to which the injured persons did not consent. Consequently, the 2005 Agreement has no effect on the rights of Channeled Asbestos Claimants

under the Travelers policies. These claimants are not parties to, and are not bound by, the 2005 Agreement.

INTERROGATORY NO. 6: *Do You contend that the Asbestos Trust will be bound by, and obligated to honor, all of the terms, conditions, and provisions of the Travelers' CIP Agreements? If Your answer is anything other than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: The Committee objects to this Interrogatory on the grounds that "all facts and legal theories on which You rely to support Your contention(s)" is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee answers as follows: Under the Plan, all of Hopeman's rights under Asbestos CIP Agreements will be transferred to, and vested in, the Asbestos Trust. *See* Plan §§ 1.7, 1.13, and 8.3(b). Any of Hopeman's duties or obligations under Asbestos CIP Agreements will be retained by Reorganized Hopeman. *See also* Plan § 6.2. Notwithstanding the above, the Committee contends that the Travelers' CIP Agreements are not Asbestos CIP Agreements, as set forth in its responses to Interrogatories 17 and 18.

INTERROGATORY NO. 7: *Describe how Hopeman’s share of claim payments, which was approximately 35.12% in 2023 (see Disclosure Statement [Dkt 767] at 10) will be accounted for with respect to holders of Channeled Asbestos Claims who bring judgment-enforcement or direct actions against Non-Settling Asbestos Insurers to obtain the benefits of Asbestos Insurance Coverage (see id. at pdf p. 2 of 220).*

RESPONSE: The Committee objects to this Interrogatory on the basis that it calls for answers involving legal interpretation and/or legal conclusions.

Subject to and without waiving the foregoing objections, the Committee answers as follows: Channeled Asbestos Claimants pursuing judgment-enforcement or direct actions against Non-Settling Asbestos Insurers are not bound by Hopeman’s agreements that resulted in its approximately 35.12% responsibility. The claimants are not bound by Hopeman’s prior agreements to which the claimants did not consent. Hopeman’s “share” therefore will not be accounted for in this scenario.

INTERROGATORY NO. 8: *Identify the Committee’s Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. See Liquidation Analysis, Disclosure Statement at pdf p. 215 of 220.*

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Additionally, requiring the Committee to “describe the work performed by each such Advisor” is overbroad, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee answers as follows: Conor Tully, Michael Berkin, William Scheff, and Samuel Andelman of FTI prepared the Liquidation Analysis. Mr. Tully can be made available for deposition on the Liquidation Analysis at the appropriate time.

INTERROGATORY NO. 9: *Identify the Debtor's Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. See Liquidation Analysis, Disclosure Statement at pdf p. 215 of 220.*

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the common interest privilege and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee answers as follows: The Committee refers the Travelers Insurers to the Debtor for a complete response.

INTERROGATORY NO. 10: *Identify and describe the basis of the values listed in each scenario of the Liquidation Analysis for Other Asbestos Insurance assets, including but not limited to all assumptions used and the "variables" forming the basis of the "potential range of outcomes under each scenario." Liquidation Analysis, Disclosure Statement at pdf p. 216 of 220, ¶ 6.*

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. The Committee also objects to this Interrogatory on the basis that "all assumptions used and the 'variables' forming the basis of the 'potential range of outcomes under each scenario'" is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee refers the Travelers Insurers to the Liquidation Analysis. Footnote 6 provides in part: “For the low-end of the chapter 7 scenario, this liquidation analysis assumes a recovery of \$31.5 million, based on the proposed settlement entered into on the eve of bankruptcy between Hopeman and Chubb and that additional insurance would not be recoverable. For the high-end, the liquidation analysis assumes an incremental additional recovery of \$8.5 million for a total recovery of \$40 million. In contrast, under the chapter 11 scenario, the liquidation analysis projects that the insurance recoveries will be materially higher, since the Plan’s structure will provide an enduring framework under which claimants will be able to pursue litigation in the tort system and either enter settlements of their lawsuits payable by one or more of Hopeman’s Non-Settling Insurers or secure judgments that will permit claimants to pursue insurance coverage litigation to recover on their judgments. This structure will have a significantly longer duration that will lead to more claimants receiving compensation for their injuries, and the availability of the channeling injunction through the Plan will offer certainty to insurers and could incentivize settlements.”

INTERROGATORY NO. 11: *Describe why Note 14 to the Liquidation Analysis states that “Hopeman does not have sufficient information to estimate the total amount of [unresolved Asbestos Claims] with certainty for purposes of this analysis.” Disclosure Statement at pdf p. 217 of 220, ¶ 14.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee answers as follows: For purposes of confirming the Plan and obtaining relief under § 524(g) of the Bankruptcy

Code, it is not necessary for the Liquidation Analysis to rely on estimates of Hopeman's asbestos liabilities. Indeed, the estimates are only that—estimates. Section 524(g) contemplates, and requires a finding by the Court, *inter alia*, that “the actual amounts, numbers, and timing of such future demands [*i.e.*, future asbestos claims] cannot be determined.” 11 U.S.C. § 524(g)(2)(B)(ii)(II).

INTERROGATORY NO. 12: *Identify any evergreen source of funding for the Asbestos Trust proposed under the Plan (see In re Combustion Engineering, Inc., 391 F.3d 190, 234 (3d Cir. 2004)) and describe (a) how any such source of funding was identified and selected, (b) the projected extent and duration of such funding, and (c) the projected year-over-year amount of funding from such source(s).*

RESPONSE: The Committee objects to this Interrogatory on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Moreover, this Interrogatory is objectionable because it calls on the Committee to prepare a legal brief in advance of any filing deadline for such briefs.

Subject to and without waiving the foregoing objections, the Committee refers the Travelers Insurers to Exhibits F, I, and I-1 of the Plan Supplement.

INTERROGATORY NO. 13: *Identify each of the Asbestos Insurers that You contend is a Non-Settling Asbestos Insurer and the Asbestos Insurance Policy(ies) issued by each such Asbestos Insurer that will be included among the Asbestos Insurance Rights constituting Asbestos Trust Assets.*

RESPONSE: The Non-Settling Asbestos Insurers and the policies they issued are enumerated on **Exhibit A** hereto. The Committee further refers the Travelers Insurers to the Plan's

definitions of “Asbestos Insurance Settlement,” “Settled Asbestos Insurer,” and “Non-Settling Asbestos Insurer,” and Exhibit H of the Plan Supplement.

INTERROGATORY NO. 14: *Identify the individual(s) who will be appointed to serve as the officers and as the director of Reorganized Hopeman and describe (a) the reason(s) why each individual was selected to serve in their respective role, (b) the qualifications of each individual to serve in the identified role, and (c) the Person(s) responsible for selecting the individual(s) to serve in their respective role. See Plan § 8.7.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, and the common interest privilege.

Subject to and without waiving the foregoing objections, the Committee responds that Matthew T. Richardson has been selected to be the sole director and officer of Reorganized Hopeman.

INTERROGATORY NO. 15: *Identify the Person(s) responsible for the Reorganized Hopeman Projections attached as Exhibit C to the Disclosure Statement and describe the work performed by each Person in connection with the cash flow forecast set forth therein.*

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Additionally, requiring the Committee to “describe the work performed by each such Advisor” is overbroad, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee answers as follows: Conor Tully, Michael Berkin, William Scheff, and Samuel Andelman of FTI prepared

the Projections set forth in Exhibits I and I-1 of the Plan Supplement. Mr. Tully can be made available for deposition on those Projections at the appropriate time.

INTERROGATORY NO. 16: *Describe how holders of Uninsured Asbestos Claims are substantially similar to holders of Insured Asbestos Claims under the Plan and how the Plan's treatment of Uninsured Asbestos Claims is substantially similar to the Plan's treatment of Insured Asbestos Claims.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it calls on the Committee to prepare a legal brief before any filing deadline for such briefs.

Subject to and without waiving the foregoing objections, the Committee answers as follows: Insured Asbestos Claims and Uninsured Asbestos Claims are substantially similar because both types of claims are unsecured claims that are based on, arise from, or are attributable to Hopeman's asbestos torts. Moreover, the proposed treatment of Insured Asbestos Claims and Uninsured Asbestos Claims under the Plan satisfies the requirements of 11 U.S.C. § 1123(a)(4). The Bankruptcy Code does not require precise equality of treatment, only approximate equality. Certain procedural differences do not alone constitute unequal treatment.

INTERROGATORY NO. 17: *Do You contend that the 2005 Agreement is an Asbestos CIP Agreement? If Your answer is anything other than an unqualified "yes," please state Your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: The Committee objects to this Interrogatory on the grounds that "all facts and legal theories on which You rely to support Your contention(s)" is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee contends that the 2005 Agreement is not an Asbestos CIP Agreement. A prepetition settlement agreement “that does not currently provide rights in favor of Hopeman to continuing coverage or to payment of insurance proceeds” is not an Asbestos CIP Agreement under section 1.7 of the Plan.

INTERROGATORY NO. 18: *Do You contend that the Wellington Agreement is an Asbestos CIP Agreement? If your answer is anything other than an unqualified “yes,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: The Committee objects to this Interrogatory on the grounds that “all facts and legal theories on which You rely to support Your contention(s)” is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee contends that the Wellington Agreement is not an Asbestos CIP Agreement. A prepetition settlement agreement “that does not currently provide rights in favor of Hopeman to continuing coverage or to payment of insurance proceeds” is not an Asbestos CIP Agreement under section 1.7 of the Plan.

REQUEST FOR PRODUCTION NO. 1: *All Documents identified in Your responses to the Travelers’ First Set of Interrogatories, served on You contemporaneously with these Document Requests.*

RESPONSE: The documents identified in the responses above are publicly filed or publicly accessible, and therefore are equally accessible to the Travelers Insurers.

REQUEST FOR PRODUCTION NO. 2: *Documents and Communications relating to the “Restructuring Transactions” referenced in the Plan, including but not limited to the identification of, analysis regarding, and selection of the “low-cost, income-generating business or interest in such business . . . described in Exhibit F” to the Plan, the “investments presentation” prepared by FTI, and the “potential investment opportunities” identified by FTI (see Dkt. No. 630).*

RESPONSE: The Committee objects to this Request because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Moreover, this Request is objectionable on the ground that it calls for “Documents and Communications relating to the ‘Restructuring Transactions’ referenced in the Plan,” which is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee refers the Travelers Insurers to the Plan, Exhibits F, I, and I-1 of the Plan Supplement, and the 524(g) Term Sheet (Docket No. 609, Ex. B) (“**524(g) Term Sheet**”). In addition, the Committee understands that the Debtor has produced, or is in the process of producing, to the Chubb insurers documents and communications relating to the negotiation, drafting, and finalization of the plan term sheets, the Plan, and related documents cited or attached therein during the period of November 29, 2024 (date of execution of the Settlement Term Sheet annexed as Exhibit B to the Agreed Order Continuing Hearing and Deadlines Solely as to Chubb Insurers Settlement Motion, at Docket No. 417) to April 29, 2025 (date of filing of original Plan, at Docket No. 689) (“**Chubb Production**”). The Committee further understands that the Debtor has produced the Chubb

Production to the Travelers Insurers. The Committee refers the Travelers Insurers to any responsive documents or materials included in the Chubb Production.

REQUEST FOR PRODUCTION NO. 3: *Documents and Communications related to the development of, assumptions regarding, and analysis underlying the Liquidation Analysis attached as Exhibit B to the Disclosure Statement, including all Notes thereto.*

RESPONSE: The Committee objects to this Request because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Moreover, this Request is objectionable on the ground that this Request calls for “Documents and Communications related to the development of, assumptions regarding, and analysis underlying the Liquidation Analysis . . . including all Notes thereto,” which is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee refers the Travelers Insurers to the Plan, the DS, the Plan Supplement, the 524(g) Term Sheet, and any responsive documents or materials included in the Chubb Production. The Committee has no non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 4: *Documents and Communications relating to the “Reorganized Hopeman Projections” attached as Exhibit C to the Disclosure Statement, including but not limited to the “investment memorandum regarding the real estate investment Reorganized Hopeman intends to enter into.”*

RESPONSE: The Committee objects to this Request because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Moreover, this Request is objectionable because it calls for “Documents and Communications relating to the ‘Reorganized Hopeman Projections’ . . . including but not limited

to the ‘investment memorandum regarding the real estate investment Reorganized Hopeman intends to enter into, ’” which is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee refers the Travelers Insurers to the Plan, Exhibits F, I, and I-1 of the Plan Supplement, the 524(g) Term Sheet, and any responsive documents or materials included in the Chubb Production. The Committee has no non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 5: *Documents and Communications relating to the selection of Marla Eskin as the Future Claimants’ Representative.*

RESPONSE: The Committee objects to this Request because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee refers the Travelers Insurers to the 524(g) Term Sheet; the Joint Application of the Debtor and the Official Committee of Unsecured Creditors for an Order Appointing Marla Rosoff Eskin, Esq. as Future Claimants’ Representative (Docket No. 688); the Reply in Support of Joint Application of the Debtor and the Official Committee of Unsecured Creditors for an Order Appointing Marla Rosoff Eskin, Esq. as Future Claimants’ Representative (Docket No. 722); the Order Appointing Future Claimants’ Representative (Docket No. 732); the May 13, 2025 hearing transcript; and any responsive documents or materials included in the Chubb Production. The Committee has no non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 6: *All Documents that have been or will be reviewed by any witness You intend to call at the Confirmation Hearing, in connection with his or her testimony at the Confirmation Hearing.*

RESPONSE: The Committee objects to this Request on the grounds that “all Documents that have been or will be reviewed by any witness You intend to call at the Confirmation Hearing, in connection with his or her testimony at the Confirmation Hearing” is overbroad, unduly burdensome, and disproportionate to the needs of this case. The Committee also objects to this Request on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee refers the Travelers Insurers to the Plan, the Plan Supplement, the DS, and the 524(g) Term Sheet.

REQUEST FOR PRODUCTION NO. 7: *All Documents relating to factual observations, analyses, supporting data, calculations or opinions of (a) any expert whom You will or may call as a witness at the Confirmation Hearing or (b) any consulting expert whose opinions, impressions or analyses have been reviewed by any such testifying expert.*

RESPONSE: The Committee objects to this Request on the grounds that “all Documents relating to factual observations, analyses, supporting data, calculations or opinions” is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Moreover, the Committee objects to the Request on the basis that its scope exceeds the requirements of the Bankruptcy Rules; Bankruptcy Rule 9014(c)(2) provides that Civil Rule 26(a)(2) does not apply in a contested matter unless the court orders otherwise. The Committee also objects to this Request on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee refers the Travelers Insurers to the Reorganized Hopeman Projections (Plan Supplement, Exs. I and I-1), the Restructuring Transaction (Plan Supplement, Ex. F), and the Liquidation Analysis (DS, Ex. B).

REQUEST FOR PRODUCTION NO. 8: *Documents and Communications related to potential recoveries from Asbestos Insurance Policies pursuant to the Plan, including, without limitation, (a) Communications between and among Hopeman, the Committee, and the Future Claimants' Representative regarding such recoveries and (b) Documents relating to any evaluation or analysis of whether or how the Plan or Confirmation Order may impact or affect recoveries by the Asbestos Trust and/or holders of Asbestos Claims.*

RESPONSE: The Committee objects to this Request on the grounds that “Documents and Communications related to potential recoveries from Asbestos Insurance Policies pursuant to the Plan, including, without limitation” is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. The Committee also objects to this Request on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee refers the Travelers Insurers to the Liquidation Analysis. The Committee has no other non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 9: *All expert disclosures or expert reports made by or on behalf of the Committee in this case, including but not limited to disclosures or reports that have addressed or estimated the number, value, or allocation of current or expected future asbestos claims against Hopeman.*

RESPONSE: The Committee objects to this Request on the grounds that it seeks the production of documents irrelevant to the feasibility of the Plan and confirmation of the Plan generally. Moreover, § 524(g) contemplates, and requires a finding by the Court, *inter alia*, that “the actual amounts, numbers, and timing of such future demands [*i.e.*, future asbestos claims] cannot be determined.” 11 U.S.C. § 524(g)(2)(B)(ii)(II).

Dated: June 13, 2025

CAPLIN & DRYSDALE, CHARTERED

/s/ Jeffrey A. Liesemer

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*Special Insurance Counsel for the Official
Committee of Unsecured Creditors*

VERIFICATION

Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury that I, Trey Branham, am authorized and entitled to make this declaration on behalf of the Official Committee of Unsecured Creditors (“**Committee**”), that I have read the foregoing interrogatory answers (“**Interrogatory Answers**”), that the facts and statements contained in the Interrogatory Answers are either within my personal knowledge and are true and correct, or are based upon an investigation by the Committee, and as such are true and correct to the best of my knowledge, information, and belief. I, and the Committee, hereby reserve the right to modify, clarify, or supplement the Interrogatory Answers should new information warrant such modification, clarification, or supplementation.

By: /s/ Trey Branham
Trey Branham

EXHIBIT

A

Policy Begin Date	Policy End Date	Insurer	Policy No.
03/01/1937	03/01/1938	Liberty Mutual Ins. Co.	TBD
03/01/1938	03/01/1939	Liberty Mutual Ins. Co.	TBD
03/01/1939	03/01/1940	Liberty Mutual Ins. Co.	TBD
03/01/1940	03/01/1941	Liberty Mutual Ins. Co.	TBD
03/01/1941	03/01/1942	Liberty Mutual Ins. Co.	TBD
03/01/1942	03/01/1943	Liberty Mutual Ins. Co.	TBD
03/01/1943	03/01/1944	Liberty Mutual Ins. Co.	TBD
03/01/1944	03/01/1945	Liberty Mutual Ins. Co.	TBD
03/01/1945	03/01/1946	Liberty Mutual Ins. Co.	TBD
03/01/1946	03/01/1947	Liberty Mutual Ins. Co.	TBD
03/01/1947	03/01/1948	Liberty Mutual Ins. Co.	TBD
03/01/1948	03/01/1949	Liberty Mutual Ins. Co.	TBD
03/01/1949	03/01/1950	Liberty Mutual Ins. Co.	TBD
03/01/1950	03/01/1951	Liberty Mutual Ins. Co.	TBD
03/01/1951	03/01/1952	Liberty Mutual Ins. Co.	TBD
03/01/1952	03/01/1953	Liberty Mutual Ins. Co.	TBD
03/01/1953	03/01/1954	Liberty Mutual Ins. Co.	TBD
03/01/1954	03/01/1955	Liberty Mutual Ins. Co.	TBD
03/01/1955	03/01/1956	Liberty Mutual Ins. Co.	TBD
03/01/1956	03/01/1957	Liberty Mutual Ins. Co.	TBD
03/01/1957	03/01/1958	Liberty Mutual Ins. Co.	TBD
03/01/1958	03/01/1959	Liberty Mutual Ins. Co.	TBD

Policy Begin Date	Policy End Date	Insurer	Policy No.
03/01/1959	03/01/1960	Liberty Mutual Ins. Co.	LP-1021-300988-39R
03/01/1960	11/07/1960	Liberty Mutual Ins. Co.	LP1-121-207107-30R TD 23
11/07/1960	03/01/1961	Liberty Mutual Ins. Co.	LP1-121-207107-30R TD 23
03/01/1961	03/01/1962	Liberty Mutual Ins. Co.	TBD
03/01/1962	03/01/1963	Liberty Mutual Ins. Co.	TBD
03/01/1963	03/01/1964	Liberty Mutual Ins. Co.	LP1-121-010461- 053R-TD23
03/01/1964	03/01/1965	<i>American Mutual Liability Ins. Co.</i>	<i>CGL 942528-02-4 (MS Only)</i>
03/01/1964	03/01/1965	<i>American Mutual Liability Ins. Co.</i>	<i>CGL 942528-03-4 (MS Only)</i>
03/01/1964	01/01/1965	Liberty Mutual Ins. Co.	LP1-121-010461- 054R-TD23
03/01/1965	03/01/1966	<i>American Mutual Liability Ins. Co.</i>	<i>CGL 942528-02-5 (MS Only)</i>
01/01/1965	01/01/1966	Liberty Mutual Ins. Co.	LP1-121-010461- 185R
01/29/1965	01/01/1966	Travelers Indemnity Co.	CUP 2669174
01/29/1965	01/01/1966	Insurance Co. of North America (INA)	XBC 1818
03/01/1966	03/01/1967	<i>American Mutual Liability Ins. Co.</i>	<i>CGL 942528-02-6-E (MS Only)</i>
01/01/1966	01/01/1967	Liberty Mutual Ins. Co.	LP1-121-010461- 186R
01/01/1966	01/01/1967	Travelers Indemnity Co.	CUP 2669174
01/01/1966	01/01/1967	Insurance Co. of North America (INA)	XBC 1818
03/01/1967	03/01/1968	<i>American Mutual Liability Ins. Co.</i>	<i>BLPL 942528-02-7-E (MS Only)</i>
01/01/1967	01/01/1968	Liberty Mutual Ins. Co.	LP1-121-010461- 187R
01/01/1967	01/01/1968	Travelers Indemnity Co.	CUP 2669174
01/01/1967	01/01/1968	Insurance Co. of North America (INA)	XBC 1818
03/02/1967	03/02/1968	Lloyd's & London Market Cos.	560 CU 7631

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1968	01/01/1969	Liberty Mutual Ins. Co.	LG1-121-010461-188R
01/01/1968	02/14/1968	Travelers Indemnity Co.	CUP 2669174
01/01/1968	02/29/1968	Insurance Co. of North America (INA)	XBC 1818
02/14/1968	02/14/1969	Lloyd's & London Market Cos.	560 CU 8736
02/14/1968	02/14/1969	Lloyd's & London Market Cos.	560 CU 8737
02/14/1968	02/14/1969	Lloyd's & London Market Cos.	560 CU 8743
02/14/1968	02/14/1969	Insurance Co. of North America (INA)	XBC 41712
03/02/1968	03/02/1969	Lloyd's & London Market Cos.	560 CU 7631
03/01/1969	03/01/1970	<i>American Mutual Liability Ins. Co.</i>	<i>BLPL 942528-02-9-E (MS Only)</i>
01/01/1969	01/01/1970	Liberty Mutual Ins. Co.	LG1-121-010461-189R
02/14/1969	02/14/1970	Lloyd's & London Market Cos.	560 CU 8736
02/14/1969	02/14/1970	Lloyd's & London Market Cos.	560 CU 8737
02/14/1969	02/14/1970	Lloyd's & London Market Cos.	560 CU 8743
02/14/1969	02/14/1970	Insurance Co. of North America (INA)	XBC 41712
03/02/1969	03/02/1970	Lloyd's & London Market Cos.	560 CU 7631
03/02/1970	04/02/1970	Lloyd's & London Market Cos.	560 CU 7631
03/01/1970	03/01/1971	<i>American Mutual Liability Ins. Co.</i>	<i>BLPL 942528-02-0-E (MS Only)</i>
01/01/1970	01/01/1971	Liberty Mutual Ins. Co.	LG1-121-010461-180R
02/14/1970	02/14/1971	Lloyd's & London Market Cos.	560 CU 8736
02/14/1970	02/14/1971	Lloyd's & London Market Cos.	560 CU 8737
02/14/1970	02/14/1971	Lloyd's & London Market Cos.	560 CU 8743
02/14/1970	02/14/1971	Insurance Co. of North America (INA)	XBC 41712

Policy Begin Date	Policy End Date	Insurer	Policy No.
02/14/1971	03/14/1971	Insurance Co. of North America (INA)	XBC 41712
04/02/1970	04/02/1971	Lloyd's & London Market Cos.	CX 2946
04/02/1970	04/02/1971	Lloyd's & London Market Cos.	K 22908
04/02/1970	04/02/1971	<i>Employers Surplus Lines (ESLIC)</i>	S-16-09584
03/01/1971	03/01/1972	<i>American Mutual Liability Ins. Co.</i>	BLPL 942528-02-1-E (MS Only)
01/01/1971	01/01/1972	Liberty Mutual Ins. Co.	LG1-121-010461-181R
02/14/1971	03/14/1971	Lloyd's & London Market Cos.	560 CU 8736
02/14/1971	03/14/1971	Lloyd's & London Market Cos.	560 CU 8737
02/14/1971	03/14/1971	Lloyd's & London Market Cos.	560 CU 8743
03/14/1971	03/14/1972	<i>Home Indemnity Co.</i>	HEC 9793669
03/14/1971	03/14/1972	Insurance Co. of North America (INA)	XCP 3721
04/02/1971	04/02/1972	Lloyd's & London Market Cos.	CX 2946
04/02/1971	04/02/1972	Lloyd's & London Market Cos.	K 22908
04/02/1971	04/02/1972	<i>Employers Surplus Lines (ESLIC)</i>	S-16-09584
03/01/1972	03/01/1973	<i>American Mutual Liability Ins. Co.</i>	BLPL 942528-02-2-E (MS Only)
01/01/1972	01/01/1973	Liberty Mutual Ins. Co.	LG1-121-010461-182R
03/14/1972	03/14/1973	<i>Home Indemnity Co.</i>	HEC 9793669
03/14/1972	03/14/1973	Insurance Co. of North America (INA)	XCP 3721
04/02/1972	04/02/1973	Lloyd's & London Market Cos.	CX 2946
04/02/1972	04/02/1973	Lloyd's & London Market Cos.	K 22908
04/02/1972	09/01/1972	<i>Employers Surplus Lines (ESLIC)</i>	S-16-09584
09/01/1972	04/02/1973	Unigard Mutual Ins. Co. n/k/a Providence Washington Ins. Co.	GL 26-9655
03/01/1973	03/01/1974	<i>American Mutual Liability Ins. Co.</i>	BLPL 942528-02-3-E (MS Only)

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1973	01/01/1974	Liberty Mutual Ins. Co.	LG1-121-010461-183R
03/14/1973	03/14/1974	<i>Home Indemnity Co.</i>	<i>HEC 9793669</i>
03/14/1973	03/14/1974	Insurance Co. of North America (INA)	XCP 3721
04/02/1973	04/02/1974	Insurance Co. of North America (INA)	XCP 3914
01/01/1974	01/01/1975	Liberty Mutual Ins. Co.	LG1-121-010461-154 (unknown state)
01/01/1974	01/01/1975	Liberty Mutual Ins. Co.	LG1-121-010461-184R
03/14/1974	03/14/1975	Liberty Mutual Ins. Co.	LE1-121-010461-314R
03/14/1974	03/14/1975	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 541 WCA
04/02/1974	04/02/1975	Insurance Co. of North America (INA)	XCP 3914
03/14/1974	03/14/1975	St. Paul Fire & Marine Ins. Co.	590 XA 6116
03/14/1974	03/14/1975	Unigard Mutual Ins. Co. n/k/a Providence Washington Ins. Co.	GL 1-5103
03/14/1974	03/14/1975	<i>Lumbermens Mutual Cas. Co.</i>	<i>4SX 010 215</i>
03/14/1974	03/14/1975	<i>Midland Ins. Co.</i>	<i>XL 11107055274-5</i>
03/28/1974	03/14/1975	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 542 WCA
03/28/1974	03/14/1975	Fireman's Fund Ins. Co.	XLX 120 26 81
03/28/1974	03/14/1975	<i>Home Indemnity Co.</i>	<i>HEC 4 49 56 47</i>
03/28/1974	03/14/1975	<i>Midland Ins. Co.</i>	<i>XL 1110170529 74-3</i>
03/28/1974	03/14/1975	<i>Mission Ins. Co.</i>	<i>M 81707</i>
01/01/1975	01/01/1976	Liberty Mutual Ins. Co.	LG1-121-010461-185R
03/14/1975	03/14/1976	Liberty Mutual Ins. Co.	LE1-121-010461-314R
03/14/1975	03/14/1976	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 541 WCA

Policy Begin Date	Policy End Date	Insurer	Policy No.
04/02/1975	04/02/1976	Insurance Co. of North America (INA)	XCP 3914
03/14/1975	03/14/1976	St. Paul Fire & Marine Ins. Co.	590 XA 6116
03/14/1975	10/30/1975	Unigard Mutual Ins. Co. n/k/a Providence Washington Ins. Co.	GL 1-5103
10/30/1975	03/14/1976	<i>Home Indemnity Co.</i>	<i>HEC 9006897</i>
03/14/1975	03/14/1976	<i>Lumbermens Mutual Cas. Co.</i>	<i>4SX 010 215</i>
03/14/1975	03/14/1976	<i>Midland Ins. Co.</i>	<i>XL 11107055274-5</i>
03/14/1975	03/14/1976	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 542 WCA
03/14/1975	03/14/1976	Fireman's Fund Ins. Co.	XLX 120 26 81
03/14/1975	03/14/1976	<i>Home Indemnity Co.</i>	<i>HEC 4 49 56 47</i>
03/14/1975	03/14/1976	<i>Midland Ins. Co.</i>	<i>XL 1110170529 74-3</i>
03/14/1975	03/14/1976	<i>Mission Ins. Co.</i>	<i>M 81707</i>
01/01/1976	01/01/1977	Liberty Mutual Ins. Co.	LG1-121-010461-186
03/14/1976	01/01/1977	Liberty Mutual Ins. Co.	LE1-121-010461-314R
03/14/1976	03/14/1977	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 541 WCA
04/02/1976	03/14/1977	Insurance Co. of North America (INA)	XCP 3914
03/14/1976	03/14/1977	St. Paul Fire & Marine Ins. Co.	590 XA 6116
10/30/1975	03/14/1977	<i>Home Indemnity Co.</i>	<i>HEC 9006897</i>
03/14/1976	03/14/1977	<i>Lumbermens Mutual Cas. Co.</i>	<i>4SX 010 215</i>
03/14/1976	03/14/1977	<i>Midland Ins. Co.</i>	<i>XL 11107055274-5</i>
03/14/1976	03/13/1977	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 542 WCA
03/14/1976	03/14/1977	Fireman's Fund Ins. Co.	XLX 120 26 81
03/14/1976	03/14/1977	<i>Home Indemnity Co.</i>	<i>HEC 4 49 56 47</i>
03/14/1976	03/14/1977	<i>Midland Ins. Co.</i>	<i>XL 1110170529 74-3</i>
03/14/1976	03/14/1977	<i>Mission Ins. Co.</i>	<i>M 81707</i>

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1977	01/01/1978	Liberty Mutual Ins. Co.	LG1-121-010461-157 (unknown state)
01/01/1977	01/01/1978	Liberty Mutual Ins. Co.	LG1-121-010461-187
01/01/1977	01/01/1978	Liberty Mutual Ins. Co.	LE1-121-010461-317
03/14/1977	01/01/1978	Lloyd's & London Market Cos.	212103300
03/14/1977	01/01/1978	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM052733
03/14/1977	01/01/1978	Lloyd's & London Market Cos.	212103400
03/14/1977	01/01/1978	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	TBD
03/14/1977	01/01/1978	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 1320 WCA
03/14/1977	01/01/1978	Insurance Co. of North America (INA)	XCP 12358
03/14/1977	01/01/1978	<i>Home Indemnity Co.</i>	<i>HEC 9530970</i>
03/14/1977	01/01/1978	First State Ins. Co.	924420
03/18/1977	01/01/1978	Lloyd's & London Market Cos.	212103500
03/14/1977	01/01/1978	Lloyd's & London Market Cos.	212103600
03/14/1977	01/01/1978	Fireman's Fund Ins. Co.	XLX 126 72 63
03/14/1977	01/01/1978	<i>Home Indemnity Co.</i>	<i>HEC 9530969</i>
03/14/1977	01/01/1978	<i>Mission Ins. Co.</i>	<i>M836562</i>
01/01/1978	01/01/1979	Liberty Mutual Ins. Co.	LG1-121-010461-158 (unknown state)
01/01/1978	01/01/1979	Liberty Mutual Ins. Co.	LG1-121-010461-188
01/01/1978	01/01/1979	Liberty Mutual Ins. Co.	LE1-121-010461-318
01/01/1978	01/01/1979	Lloyd's & London Market Cos.	212185900

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1978	01/01/1979	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM053841
01/01/1978	01/01/1979	Lloyd's & London Market Cos.	212186000
01/01/1978	01/01/1979	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM053941
01/01/1978	01/01/1979	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 1621 WCA
01/01/1978	01/01/1979	Insurance Co. of North America (INA)	XCP 14304
01/01/1978	01/01/1979	First State Ins. Co.	926093
01/01/1978	01/01/1979	<i>Pine Top</i>	<i>MLP 10 00 50</i>
01/01/1978	01/01/1979	Lloyd's & London Market Cos.	212186100
01/01/1978	01/01/1979	Lloyd's & London Market Cos.	212186200
01/01/1978	01/01/1979	Fireman's Fund Ins. Co.	XLX 121 86 28
01/01/1978	01/01/1979	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 1622 WCA
01/01/1978	01/01/1979	<i>Mission Ins. Co.</i>	<i>M836562</i>
01/01/1979	01/01/1980	Liberty Mutual Ins. Co.	LG1-121-010461-189
01/01/1979	01/01/1980	Liberty Mutual Ins. Co.	LE1-121-010461-319
01/01/1979	01/01/1980	Lloyd's & London Market Cos.	212252200
01/01/1979	01/01/1980	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM055286
01/01/1979	01/01/1980	Lloyd's & London Market Cos.	212252300

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1979	01/01/1980	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	TBD
01/01/1979	01/01/1980	Insurance Co. of North America (INA)	XCP 143410
01/01/1979	01/01/1980	First State Ins. Co.	927608
01/01/1979	01/01/1980	<i>Transit Casualty</i>	<i>SCU 955039</i>
01/01/1979	01/01/1980	Lloyd's & London Market Cos.	212252400
01/01/1979	01/01/1980	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	TBD
01/01/1979	01/01/1980	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2077 WCA
01/01/1979	01/01/1980	Fireman's Fund Ins. Co.	XLX 136 94 43
01/01/1979	01/01/1980	Lloyd's & London Market Cos.	212252500
01/01/1979	01/01/1980	<i>Mission Ins. Co.</i>	<i>M848123</i>
01/01/1979	01/01/1980	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2096 WCA
01/01/1979	01/01/1980	Fireman's Fund Ins. Co.	XLX 136 94 44
01/01/1979	01/01/1980	Insurance Co. of North America (INA)	XCP 143410
01/01/1979	01/01/1980	<i>Midland Ins. Co.</i>	<i>XL 160297</i>
01/01/1979	01/01/1980	<i>Transit Casualty</i>	<i>SCU 955069</i>
01/01/1980	01/01/1981	Liberty Mutual Ins. Co.	LG1K-121-010461-180
01/01/1980	01/01/1981	Liberty Mutual Ins. Co.	LE1-121-010461-310
01/01/1980	01/01/1981	Lloyd's & London Market Cos.	83008000

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1980	01/01/1981	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM056135
01/01/1980	01/01/1981	Lloyd's & London Market Cos.	83008100
01/01/1980	01/01/1981	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM056136
01/01/1980	01/01/1981	Insurance Co. of North America (INA)	XCP 143696
01/01/1980	01/01/1981	First State Ins. Co.	929219
01/01/1980	01/01/1981	<i>Transit Casualty</i>	<i>SCU 955387</i>
01/01/1980	01/01/1981	Lloyd's & London Market Cos.	830008200
01/01/1980	01/01/1981	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM056145
01/01/1980	01/01/1981	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2459 WCA
01/01/1980	01/01/1981	Fireman's Fund Ins. Co.	XLX 1372351
01/01/1980	01/01/1981	Lloyd's & London Market Cos.	830008300
01/01/1980	01/01/1981	<i>Mission Ins. Co.</i>	<i>M856085</i>
01/01/1980	01/01/1981	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2460 WCA
01/01/1980	01/01/1981	Fireman's Fund Ins. Co.	XLX 1372352
01/01/1980	01/01/1981	Insurance Co. of North America (INA)	XCP 143696
01/01/1980	01/01/1981	<i>Midland Ins. Co.</i>	<i>XL 706556</i>
01/01/1980	01/01/1981	<i>Transit Casualty</i>	<i>SCU 955388</i>
01/01/1981	01/01/1982	Liberty Mutual Ins. Co.	LG1-121-010461-181

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1981	01/01/1982	Liberty Mutual Ins. Co.	LE1-121-010461-311
01/01/1981	01/01/1982	Lloyd's & London Market Cos.	820042300
01/01/1981	01/01/1982	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM052733
01/01/1981	01/01/1982	Lloyd's & London Market Cos.	820042400
01/01/1981	01/01/1982	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM057301
01/01/1981	01/01/1982	Insurance Co. of North America (INA)	XCP 143696
01/01/1981	01/01/1982	First State Ins. Co.	930870
01/01/1981	01/01/1982	<i>Transit Casualty</i>	<i>SCU 955788</i>
01/01/1981	01/01/1982	Lloyd's & London Market Cos.	820042500
01/01/1981	01/01/1982	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM058545
01/01/1981	01/01/1982	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2866 WCA
01/01/1981	01/01/1982	Fireman's Fund Ins. Co.	XLX 1373064
01/01/1981	01/01/1982	Lloyd's & London Market Cos.	820042600
01/01/1981	01/01/1982	<i>Mission Ins. Co.</i>	<i>M871503</i>
01/01/1981	01/01/1982	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2867 WCA
01/01/1981	01/01/1982	Fireman's Fund Ins. Co.	XLX 1373065
01/01/1981	01/01/1982	Insurance Co. of North America (INA)	XCP 143696
01/01/1981	01/01/1982	<i>Midland Ins. Co.</i>	<i>XL 723739</i>

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1981	01/01/1982	<i>Transit Casualty</i>	<i>SCU 955789</i>
01/01/1982	01/01/1983	Liberty Mutual Ins. Co.	LG1-121-010461-182
01/01/1982	01/01/1983	Liberty Mutual Ins. Co.	LE1-121-010461-312
01/01/1982	01/01/1983	Lloyd's & London Market Cos.	820074500
01/01/1982	01/01/1983	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM058543
01/01/1982	01/01/1983	Lloyd's & London Market Cos.	820074600
01/01/1982	01/01/1983	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM058544
01/01/1982	01/01/1983	Insurance Co. of North America (INA)	XCP 144541
01/01/1982	01/01/1983	First State Ins. Co.	933230
01/01/1982	01/01/1983	<i>Transit Casualty</i>	<i>SCU 956117</i>
01/01/1982	01/01/1983	<i>Mission Ins. Co.</i>	<i>M884674</i>
01/01/1982	01/01/1983	Lloyd's & London Market Cos.	820074700
01/01/1982	01/01/1983	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM058545
01/01/1982	01/01/1983	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 3236 WCA
01/01/1982	01/01/1983	Fireman's Fund Ins. Co.	XLX 1484989
01/01/1982	01/01/1983	Lloyd's & London Market Cos.	820074800
01/01/1982	01/01/1983	<i>Mission Ins. Co.</i>	<i>M884645</i>
01/01/1982	01/01/1983	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 3237 WCA

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1982	01/01/1983	Fireman's Fund Ins. Co.	XLX 1484988
01/01/1982	01/01/1983	Insurance Co. of North America (INA)	XCP 144541
01/01/1982	01/01/1983	<i>Midland Ins. Co.</i>	<i>XL 724758</i>
01/01/1982	01/01/1983	<i>Transit Casualty</i>	<i>SCU 956118</i>
01/01/1983	01/01/1984	Liberty Mutual Ins. Co.	LG1-121-010461-183
01/01/1983	01/01/1984	International Ins. Co.	523 183058 1
01/01/1983	01/01/1984	<i>Mutual Fire, Marine and Inland Ins. Co.</i>	<i>EL 070020</i>
01/01/1983	01/01/1984	Zurich American Ins. Co. of IL	SXL8129215
01/01/1983	01/01/1984	American Centennial Ins. Co. n/k/a Berkshire Hathaway Direct Ins. Co.	CC 007630
01/01/1983	01/01/1984	<i>Integrity Ins.</i>	<i>XL 3000782</i>
01/01/1983	01/01/1984	Atlanta International Ins. Co. n/k/a Wellfleet New York Ins. Co.	XL 05311
01/01/1983	01/01/1984	<i>Ambassador Ins.</i>	<i>ELP 001939</i>
01/01/1983	01/01/1984	Hartford Accident & Indemnity Co.	14XS102968
01/01/1983	01/01/1984	Twin City Fire Ins. Co.	TXS102551
01/01/1983	01/01/1984	<i>Royal Ins.</i>	<i>ED 102163</i>
01/01/1983	01/01/1984	<i>Home Indemnity Co.</i>	<i>HEC 9903629</i>
01/01/1983	01/01/1984	Fireman's Fund Ins. Co.	XLX 1533350
01/20/1983	01/01/1984	Safety Mutual Casualty Corp. n/k/a Safety National Casualty Corp.	UF1472VA
01/01/1984	01/01/1985	Liberty Mutual Ins. Co.	LG1-121-010461-184
01/01/1984	01/01/1985	International Ins. Co.	523 311185 7
01/01/1984	01/01/1985	Insurance Co. of North America (INA)	XCP 145717
01/01/1984	01/01/1985	<i>Integrity Ins.</i>	<i>XL 500226</i>
01/01/1984	01/01/1985	<i>Home Indemnity Co.</i>	<i>HXL 1574411</i>
01/01/1984	01/01/1985	Twin City Fire Ins. Co.	TXS103082

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1984	03/20/1984	Atlanta International Ins. Co. n/k/a Wellfleet New York Ins. Co.	TBD
01/01/1984	01/01/1985	<i>Western Employers</i>	<i>EX10018415085</i>
01/01/1984	01/01/1985	Hartford Accident & Indemnity Co.	14XS103690
01/01/1984	01/01/1985	Fireman's Fund Ins. Co.	XLX 1533343
01/01/1984	01/01/1985	Safety Mutual Casualty Corp. n/k/a Safety National Casualty Corp.	UF1688VA
01/01/1984	01/01/1985	<i>Royal Ins.</i>	<i>RED 102225</i>
01/01/1985	01/01/1986	Liberty Mutual Ins. Co.	LG1-121-010461-185
01/01/1986	01/01/1987	Liberty Mutual Ins. Co.	LG1-121-010461-186
01/01/1987	01/01/1988	Liberty Mutual Ins. Co.	LG1-121-010461-187
01/01/1988	01/01/1989	Liberty Mutual Ins. Co.	TB1-121-010461-188

Travelers Exhibit Y

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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:	:	Chapter 11
	:	
HOPEMAN BROTHERS, INC.,	:	Case No. 24-32428 (KLP)
	:	
Debtor.	:	
	:	

**RESPONSES AND OBJECTIONS OF THE DEBTOR TO
TRAVELERS INSURERS’ FIRST REQUESTS TO HOPEMAN
BROTHERS, INC. FOR PRODUCTION OF DOCUMENTS**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“Civil Rules”), made applicable by Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), and Rule 7026-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia (“Local Rules”), Hopeman Brothers, Inc. (the “Debtor”), by its undersigned counsel, hereby submits the following objections and responses (the “Objection and Responses”) to *The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company’s First Requests to Hopeman Brothers, Inc. for Production of Documents* (the “Requests” or “Discovery Requests”; and each individually, a “Request”) served by The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (collectively, the “Travelers Insurers”) on the Debtor, on June 5, 2025.

I. GENERAL OBJECTIONS

The following general objections (the “General Objections”) apply to each Discovery Request and are incorporated by reference into each response made herein, in addition to any specific responses and objections included herein. The assertion of the same, similar, or additional objections or the provision of partial answers in the specific responses and objections does not waive any of the General Objections.

1. The Debtor objects to the Discovery Requests to the extent that they seek materials that are not relevant to any party’s claim or defense and are not proportional to the needs of the case under the Civil Rules, the Federal Rules of Evidence (the “Evidence Rules”), the Bankruptcy Rules, or the Local Rules or otherwise purport to impose any obligation on the Debtor beyond that required or permitted by the Civil Rules, the Evidence Rules, the Bankruptcy Rules, the Local Rules, or other rules or practices applicable to cases in this Court.

2. The Debtor objects to the Discovery Requests, including the definitions and instructions therein, to the extent that they seek information and documents that are irrelevant and outside the scope of matters related to confirmation of the proposed *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 766] (the “524(g) Plan”) and approval of the adequacy of the *Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 767] (the “Disclosure Statement”).

3. The Debtor objects to the Discovery Requests because the Travelers Insurers demand an expedited response on or before June 11, 2025 (the “June 11 Deadline”), which is seven days after service of the Discovery Requests on the Debtor and, thus, less time than the thirty-days provided for a response under Civil Rule 34(b)(2)(A).

4. The Debtor objects to the Discovery Requests including the definitions and instructions therein, to the extent that they are overly broad, unduly burdensome, unreasonably duplicative, or cumulative. Without limiting the generality of the foregoing, the Debtor further objects to the Discovery Requests to the extent that they purport to require the Debtor to produce “all documents and communications” on the ground that such Discovery Requests are vague, overbroad, and unduly burdensome.

5. The Debtor objects to the Discovery Requests to the extent that they are vague, ambiguous, or require the Debtor to speculate as to the information and documents the Travelers Insurers seek.

6. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to collect, review, or produce documents that are outside of the possession, custody, or control of the Debtor. The Debtor will respond to the Discovery Requests only with respect to documents within its possession, custody, or control.

7. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to collect, review, or produce documents that already are in the Travelers Insurers’ possession, custody, or control, or that are publicly available, or that are otherwise obtainable from some other source more convenient, less burdensome, or less expensive.

8. The Debtor objects to the Discovery Requests to the extent that they seek information and documents protected by the attorney-client privilege, the work product doctrine, the common interest privilege, and/or any other applicable privilege or protection.

9. The Debtor objects to the Discovery Requests to the extent they seek to require disclosure of confidential information or information and documents that are subject to non-disclosure agreements or confidential undertakings.

10. The Debtor objects to the Discovery Requests to the extent that they imply the existence of facts or circumstances that do not or did not exist and to the extent that they state or assume legal conclusions. Nothing contained in any response herein, nor the production of any information, shall be deemed to be an admission, concession, or waiver by the Debtor as to any question of fact or law.

11. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to engage in activities entailing an excessive expenditure of time and/or money to respond.

12. The Debtor objects to the Discovery Requests to the extent that they purport to seek information and/or documents not readily ascertainable through Debtor's books and records (including electronic records) as unduly burdensome, expensive, and harassing.

II. SPECIFIC RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Documents and Communications relating to the negotiation, drafting, and finalization of (a) the Plan Term Sheets and (b) the Plan and related documents cited or attached therein.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor will produce non-privileged documents and communications in the Debtor's care, custody and control that are potentially responsive to this Request from the period of November 29, 2024 (date of execution of the *Settlement Term Sheet* annexed as Exhibit B to the *Agreed Order Continuing Hearing and Deadlines Solely as to Chubb Insurers Settlement Motion* [Docket No. 417]) to April 29, 2025 (original date of filing the 524(g) Plan, at Docket No. 689).

The Debtor otherwise objects to this Request as overbroad and unduly burdensome in that it seeks all "Documents and Communications" without time limit and is not proportional to confirmation of the Plan and approval of the adequacy of the Disclosure Statement (the "Documents and Communications Objection"). The Debtor further objects to this Request to the extent it seeks documents or communications covered by the attorney-client privilege, work product protection, or any other applicable privilege or protection (the "Privilege and Work Product Objection").

REQUEST FOR PRODUCTION NO. 2: Documents and Communications relating to the "Information requests" made by Debtor to the Committee regarding a potential 524(g) Plan (*see* Dkt No. 639, Ex. D), and all responses thereto.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged

documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request because the Debtor cannot locate a reference to "information requests" in Docket No. 639, Exhibit D, and also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 3: Documents and Communications relating to the "Restructuring Transactions" referenced in the Plan, including but not limited to the identification of, analysis regarding, and selection of the "low-cost, income-generating business or interest in such business . . . described in Exhibit F" to the Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor will produce the Presentation to Hopeman Brothers, Inc., dated February 10, 2025, of the Evaluation of Potential Ongoing Business Investments Under Section 524(g) of the Bankruptcy Code prepared by FTI Consulting, and refers the Travelers Insurers to the *Notice of Filing of Plan Supplement Related to Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 853], Exhibit F (Restructuring Transaction).

The Debtor also submits that, to the extent any other non-privileged documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. Additionally, if the Debtor intends to introduce any Documents and Communications at any hearing on confirmation of the 524(g) Plan and approval of the adequacy of the Disclosure Statement relating to the "Restructuring Transactions," the Debtor will provide copies of any such Documents and/or

Communications to the Travelers Insurers in advance of such hearing in accordance with the Local Rules.

The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 4: Documents and Communications relating to the development of the “Reorganized Hopeman Projections” attached as Exhibit C to the Disclosure Statement.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor’s care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 5: Documents and Communications relating to the determination of the General Unsecured Recovery Pool.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor will produce the report of all filed and scheduled claims in this chapter 11 case and refers the Travelers Insurers to the claims registry available on the following case website maintained by the Debtor’s claims and noticing agent: <https://www.veritaglobal.net/hopeman/register>. The Debtor also submits that, to the extent any other non-privileged documents and communications exist in the Debtor’s care, custody and control that are potentially responsive to this Request, they will be produced in response to Request

No. 1. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 6: Documents and Communications relating to the development of, assumptions regarding and analysis underlying the Liquidation Analysis attached as Exhibit B to the Disclosure Statement, including all Notes thereto.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 7: Documents and Communications relating to the selection of Marla Eskin as the Future Claimants Representative.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request because it is irrelevant to confirmation of the Plan and approval of the adequacy of the Disclosure Statement, and also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 8: Documents and Communications exchanged with the Committee from and after the execution of the initial Plan Term Sheet in November 2024

regarding the potential or actual treatment of Travelers CIP Agreements or Travelers' Policies under the Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 9: The "claim projection model" referenced in Seventh Monthly Fee Statement of Stout Risius Ross, LLC as Financial Advisor to the Debtor for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from February 1, 2025 Through and Including February 28, 2025, Dkt. No. 642, Ex. A (the "Stout Seventh Monthly Fee Application"), and any subsequent projections or analysis related thereto.

RESPONSE: The Debtor objects to this Request based on the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 10: The "analysis regarding all-sums allocation for liquidation analysis" referenced in Stout's Seventh Monthly Fee Application, and any subsequent analysis related thereto.

RESPONSE: The Debtor objects to this Request based on the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 11: The comparison of “TTC [sic], Insurer, estimates and compare to TCC liquidation, including reconciling differences” referenced in Stout’s Seventh Monthly Fee Application, and any subsequent analysis related thereto.

RESPONSE: The Debtor objects to this Request based on the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 12: Documents and Communications related to Debtor’s assertion that “[t]his case fits precisely within the provisions and relief afforded by § 524(g)” (Dkt. No. 722, ¶ 3).

RESPONSE: The Debtor refers the Travelers Insurers to the transcript of the hearing held on March 10, 2025, at page 16:8-14. in which the Court made a comment similar to the quote above. The Debtor otherwise objects to this Request because it concerns a question of law and calls for a legal conclusion, and also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein. If the Debtor intends to introduce any Documents and Communications at the hearing on confirmation of the 524(g) Plan and approval of the adequacy of the Disclosure Statement, the Debtor will provide copies of any such Documents and/or Communications to the Travelers Insurers in advance of such hearing in accordance with the Local Rules.

REQUEST FOR PRODUCTION NO. 13: Documents and Communications relating to the Debtor’s assertion that its bankruptcy case is a reorganization because “Mr. Lascell and his brother and sister” have been “managing a ton of litigation, millions of dollars in defense costs and payments” for “the last eight years,” such that Debtor qualifies for a discharge, including but not limited to any revenue generated by Debtor’s “managing a ton of litigation.” 5/13/25 Tr., p. 27:9-14.

RESPONSE: The Debtor objects to this Request because it concerns a question of law and calls for a legal conclusion, and the Debtor also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 14: All expert disclosures or expert reports made by or on behalf of Hopeman in this case, including but not limited to disclosures or reports that have addressed or estimated the number, value, or allocation of current or expected future asbestos claims against Hopeman.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, and upon entry into an appropriate confidentiality agreement, the Debtor will produce the (i) expert report of Ross I. Mishkin, dated November 5, 2024, and (ii) expert rebuttal report of Ross I. Miskhin, dated November 16, 2024.

REQUEST FOR PRODUCTION NO. 15: All Documents reflecting testimony in deposition or court proceeding, related to the estimation of the number, value, or allocation of current or expected future asbestos claims against Hopeman.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, and upon entry into an appropriate confidentiality agreement, the Debtor will produce the (i) transcript of the deposition of Ross I. Mishkin, dated November 18, 2024, and (ii) transcript of the deposition of Stephanie Plancich, Ph.D, dated November 18, 2024.

REQUEST FOR PRODUCTION NO. 16: All Documents identified in Your responses to the Travelers' First Set of Interrogatories, served on You contemporaneously with these Document Requests.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor states that the Travelers Insurers set the deadline for the responses to the Travelers' First Set of Interrogatories for June 13, 2025, which is nine days after service of the Discovery Requests on the Debtor and, thus, less time than the thirty-days provided for a response under Civil Rule 33(b)(2). Following the Debtor's response to the Travelers' First Set of Interrogatories, and upon entry into an appropriate confidentiality agreement, the Debtor will produce any non-privileged Document identified in such responses, if any, in the Debtor's care, custody or control.

Dated: June 11, 2025
Richmond, Virginia

/s/ Henry P. (Toby) Long, III

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Counsel for the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that, on June 11, 2025 a true and correct copy of *The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company's First Requests to Hopeman Brothers, Inc. for Production of Documents* was sent via email to the following counsel for the Travelers Insurers:

Joshua R. Taylor, Esq. (jrtaylor@step toe.com)
Catherine D. Cokerham (ccokerham@step toe.com)

/s/ Henry P. (Toby) Long, III
Henry P. (Toby) Long, III

Travelers Exhibit Z

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:	:	Chapter 11
	:	
HOPEMAN BROTHERS, INC.,	:	Case No. 24-32428 (KLP)
	:	
Debtor.	:	
	:	

OBJECTIONS AND RESPONSES OF THE FUTURE CLAIMANTS’ REPRESENTATIVE TO THE TRAVELERS INDEMNITY COMPANY AND ST. PAUL FIRE AND MARINE INSURANCE COMPANY’S FIRST SET OF INTERROGATORIES TO THE FUTURE CLAIMANTS’ REPRESENTATIVE

AND NOW, comes Marla Rosoff Eskin, the Future Claimants’ Representative, (hereinafter the “FCR”), by and through her undersigned attorneys, Campbell & Levine, LLC, and serves the following Objections and Responses (the “Responses”) to the First Set of Interrogatories (the “Interrogatories”) propounded on the FCR by the Travelers Indemnity Company (“Travelers Indemnity”) and St. Paul Fire and Marine Insurance Company (“St. Paul” and collectively with Travelers Indemnity, “Travelers”).

GENERAL OBJECTIONS

The following “General Objections” apply to each of the Interrogatories and, unless otherwise stated, shall have the same force and effect as if stated in full in each Response to each Interrogatory. The assertion of the same, similar, or additional objections to a specific Interrogatory does not waive any of the FCR’s General Objections.

A. The FCR objects to each and every Interrogatory, to the extent that such Interrogatories are not authorized under the Federal Rules of Bankruptcy Procedure.

Interrogatories are only authorized in adversary proceedings or contested matters. See Fed.R.Bankr.P. 7033; Fed.R.Civ.P. 33.

B. These Interrogatories were not propounded on the FCR in the context of either an adversary case or contested matter to which the FCR is a party in the above-captioned bankruptcy case. Accordingly, the FCR objects to each and every Interrogatory, to the extent that the FCR is not subject to the discovery requirements of the Federal Rules of Bankruptcy Procedure. See Fed.R.Bankr.P. 7033; Fed.R.Civ.P. 33. Similarly, the propounding of Interrogatories is not authorized under Rule 2004 of the Federal Rules of Bankruptcy Procedure.

C. The FCR objects to each individual definition and instruction to the extent that such definition or instruction seeks to impose upon the obligations in excess of those mandated by the Federal Rules of Civil Procedure and the Federal Rules of Bankruptcy Procedure.

D. The FCR objects to the Interrogatories to the extent that they are vague, ambiguous, overly broad, unduly burdensome, vexatious, confusing, unintelligible, irrelevant, intended for the purpose of harassment or oppression, exceed the scope of the contested issues in this case, and/or do not specify the information sought with sufficient particularity.

E. The FCR objects to the Interrogatories to the extent they seek responses or documents regarding matters subject to attorney-client privilege, attorney work product doctrine, or any other privilege, immunity from production, and/or require discussion of information protected from disclosure such as the impressions, conclusions, opinions or legal research theories of FCR counsel.

F. The FCR objects to the Interrogatories to the extent that they seek information or materials that are not within the knowledge, custody, and/or control of the FCR.

G. The FCR objects to the Interrogatories to the extent that they seek information or material neither relevant to the issues raised, nor reasonably calculated to lead to the discovery of admissible evidence.

H. The FCR reserves the right to challenge the competency, relevance, materiality, and admissibility of, or to object on any grounds to, the use of the information produced herein in any subsequent proceeding of this or any other action.

I. The FCR's Objections and Responses are based upon information presently known to the FCR, and the FCR reserves the right to amend or supplement these Objections and Responses as may be appropriate.

RESPONSE TO INTERROGATORIES

Interrogatory No. 1

Identify each witness, whether fact or expert, whom You will call or anticipate calling to testify at the Confirmation Hearing and, for each such Person, please (a) describe in detail the subject matter of such Person's anticipated testimony, (b) identify all Documents relating to such testimony, and (c) with respect to any expert witness, provide the disclosures described in Rule 26(a)(2) of the Federal Rules of Civil Procedure.

Response: Subject to the General Objections, the FCR does not anticipate calling any witnesses to testify at the Confirmation Hearing.

Interrogatory No. 2

Identify and describe all actions You undertook between May 13, 2025 and May 20, 2025 to determine that the Plan is fair to, and in the best interests of, holders of Demands such that You "agreed" that the Plan and Disclosure Statement were "ready for solicitation in their revised form" as of May 20, 2025. *See* Dkt. No. 759, n. 14.

Response: As set forth in and subject to the FCR's General Objections, the FCR objects to Interrogatory No. 2, *inter alia*, to the extent that it seeks information which is protected by the attorney/client privilege and attorney work product doctrine. Subject to the foregoing, the FCR reviewed: (i) the Plan; (ii) the Disclosure Statement; and (iii) all exhibits thereto and held discussions with her counsel related to this case.

Interrogatory No. 3

Identify and describe in detail the reasons that You believe the Plan is fair to, and in the best interests of, holders of Demands, including but not limited to how and why the Plan will “value, and be in a financial position to pay, present claims and future Demands that involve similar claims in substantially the same manner.” 11 U.S.C. §524(g)(2)(B)(ii)(V).

Response: As set forth in and subject to the General Objections, the FCR objects to Interrogatory No. 3, inter alia, to the extent that it seeks information which is protected by the attorney/client privilege and attorney work product doctrine. Subject to the foregoing, the FCR believes that the terms of: (i) the Plan; (ii) the Disclosure Statement; and (iii) the exhibits thereto fully demonstrate that confirmation of the Plan is the best available option to pay present claims and future Demands related to similar claims in substantially the same manner.

Interrogatory No. 4

Identify and describe in detail Your discussions with the Debtor and the Committee regarding the Plan, including any concerns You identified regarding the Plan and revisions or amendments You requested to the Plan or any Plan Document.

Response: As set forth in and subject to the General Objections, the FCR objects to Interrogatory No. 4, inter alia, to the extent that it seeks information which is protected by the attorney/client privilege and attorney work product doctrine. Subject to the foregoing, in connection with the review and analysis of the Plan and related documents, and the creation of attorney work-product related thereto, counsel for the FCR has had general conversations with counsel for the Debtor and/or counsel for the Committee as to the history of the Debtor and its bankruptcy case, developments in the bankruptcy case, and the creation and design of the Plan. By way of further response, the FCR has not requested any changes or additions to the Plan or related documents.

Interrogatory No. 5

Describe how holders of Uninsured Asbestos Claims are substantially similar to holders of Insured Asbestos Claims under the Plan and how the Plan’s treatment of Uninsured Asbestos Claims is substantially similar to the Plan’s treatment of Insured Asbestos Claims.

Response: As set forth in and subject to the General Objections, the FCR objects to Interrogatory No. 5, inter alia, to the extent that it seeks information which is protected by the attorney/client privilege and attorney work product doctrine. Subject to the foregoing, the claims against the Debtor for both Uninsured Asbestos Claims and Insured Asbestos Claims are all personal injury tort claims for which the Debtor has, or may have, liability. While Insured Asbestos Claimants have, or may have, unaffiliated third-party insurers who also have liability for their claims, those rights against unaffiliated third-party Insurers pass unimpaired through the Plan and only affect the rights of such claimants should such unaffiliated third parties have liability for, and/or pay such claims. Should an Asbestos Claimant prove unable to recover from any such unaffiliated Insurer, their claims are treated as Uninsured Asbestos Claims.

Dated: June 13, 2025

Respectfully submitted,

CAMPBELL & LEVINE, LLC

s/David B. Salzman

David B. Salzman

Admitted *Pro Hac Vice*

Kathryn L. Harrison

Pro Hac Vice Pending

310 Grant Street, Suite 1700

Pittsburgh, Pennsylvania 15219

Tel: 412-261-0310

Fax: 412-261-5066

Email: kharrison@camlev.com

Counsel to the FCR

VERIFICATION

I, Marla Rosoff Eskin declare under penalty of perjury that the information set forth in the foregoing *Objections and Responses to Century Indemnity Company's and Westchester Fire Insurance Company's First Set of Interrogatories Directed to the Future Claimants' Representative* is true and correct to the best of my knowledge, information and belief. This statement is made subject to the laws of the United States of America relating to unsworn falsifications to authorities pursuant to 28 U.S.C. §1746.

s/Marla Rosoff Eskin _____

Marla Rosoff Eskin, in her capacity as Future
Claimants' Representatives

Dated: June 13, 2025

Travelers Exhibit AA

STEPTOE LLP

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Counsel for The Travelers Indemnity Company, Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**THE TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY, AND ST. PAUL FIRE AND MARINE INSURANCE COMPANY'S
FIRST SET OF INTERROGATORIES TO THE DEBTOR**

TO: Hopeman Brothers, Inc., by and through its attorneys of record, Tyler Brown and Henry "Toby" Long, Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219, and Joseph Rovira and Catherine Rankin, 600 Travis Street, Suite 4200, Houston, TX 77002

Pursuant to Federal Rules of Bankruptcy Procedure 7033 and 9014, The Travelers Indemnity Company ("Travelers Indemnity"), Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company ("Travelers Casualty"), and St. Paul Fire and Marine Insurance Company ("St. Paul") (collectively, "Travelers"), parties in interest, hereby request that, on or before June 13, 2025 at 5:00 p.m. prevailing Eastern Time, or such other time as

the parties may agree, Debtor serve written responses to these interrogatories on counsel to Travelers. Your answers should be made under oath, separately and fully in writing, preceded by the question to which the answer pertains. Travelers also request that You timely supplement Your answers to these interrogatories as required by the Federal Rules of Bankruptcy Procedure and the Federal Rules of Civil Procedure.

DEFINITIONS

All capitalized terms not defined herein shall have the meaning ascribed to them in the Plan. When used in these requests, the following terms shall have the following meanings:

1. “Committee” shall mean the Official Committee of Unsecured Creditors appointed in this Chapter 11 case by the U.S. Trustee, and its attorneys, agents, representatives, and all other persons acting or purporting to act on its behalf or at its direction or control, including but not limited to its attorneys, brokers, investment or financial advisors, actuarial consultants, and accountants.

2. “Communication” means any transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

3. “Debtor” or “Hopeman” means Hopeman Brothers, Inc. and/or any of its officers, employees, agents, and/or representatives, and all other persons acting or purporting to act on its behalf or at its direction or control.

4. “Document” means and includes the original, or in lieu thereof a true, legible and exact copy, regardless of origin or location and whether or not in Your physical possession, of any written, typed, printed, transcribed, taped, recorded, filmed, punched or graphic matter of any kind, type or nature whatsoever, however produced or reproduced, prepared by You or others, in Your possession, custody or control, including, but not limited to, a letter or other correspondence, a telex, a telegram,

an e-mail, a press release, a written communication, a check, a canceled check, a diary, a memorandum, notes, minutes, a report, a study, a calculation, a load ticket, a trip ticket, a weight ticket, a bill of lading, an invoice, a photograph, a drawing, a mark sheet, a draft, a spreadsheet or other data compilation (translated into reasonable usable form), and any other tangible thing. Any copy differing in any respect from an original shall be deemed herein to be a separate document. The term “Document” is intended to have the broadest possible meaning consistent with Rule 34 of the Federal Rules of Civil Procedure.

5. “Person” means and includes an individual, a firm, a corporation, or other entity as the context requires.

6. “Plan” means the *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (Dkt. No. 766), as filed and as it may be amended.

7. “St. Paul Policies” means the following liability policies issued or allegedly issued by St. Paul: 590XA6116

8. “TDPs” means the Asbestos Trust Distribution Procedures filed as Plan Exhibit B and/or as may be amended.

9. “Travelers CIP Agreements” means (a) the June 19, 1985 Agreement Concerning Asbestos-Related Claims (the “Wellington Agreement”), and (b) the Agreement Among Hopeman Brothers, Inc. The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (the “2005 Agreement”).

10. “Travelers Casualty Policies” means the following liability policies issued or allegedly issued by Travelers Casualty:

- a) 01XN541WCA
- b) 01XN542WCA

- c) 01XN1320WCA
- d) 01XN1621WCA
- e) 01XN1622WCA
- f) 01XN2077WCA
- g) 01XN2096WCA
- h) 01XN2459WCA
- i) 01XN2460WCA
- j) 01XN2866WCA
- k) 01XN2867WCA
- l) 01XN3236WCA
- m) 01XN3237WCA

11. “Travelers Indemnity Policies” means the following liability policies issued or allegedly issued by Travelers Indemnity: CUP2669174.

12. “Travelers’ Policies” means the St. Paul Policies, Travelers Indemnity Policies, and Travelers Casualty Policies.

13. “You” or “Your” shall mean Debtor.

INSTRUCTIONS

1. “Identify” shall mean to state:

a) With respect to a natural Person:

- i) That Person’s full name;
- ii) The last known business address, business phone number, home address, and home number of the Person;

- iii) The business affiliation, title, position, and duties of the Person at the time period of the matter at issue; and
 - iv) The Person's current business affiliation, title, position, and duties.
- b) With respect to a Person or entity other than a natural Person
- i) The full name of the Person or entity;
 - ii) The nature of the Person or entity (*e.g.*, corporation, partnership);
 - iii) The last known address and phone number of the Person or entity; and
 - iv) If the Person or entity is a corporation, the state of incorporation.
- c) With respect to a Document:
- i) The date and nature of the Document (*i.e.*, whether it is a letter, memorandum, minutes of a meeting, etc.);
 - ii) The title, subject, or heading of the Document;
 - iii) Each author, addressee, copy addressee, blind copy addressee, and every other person or entity to whom the Document was disclosed;
 - iv) A description of the Document's subject matter; and
 - v) The Bates number or other identification number of the Document, if any.

INTERROGATORIES

Interrogatory No. 1

Identify each witness, whether fact or expert, whom You will call or anticipate calling to testify at the Confirmation Hearing and, for each such Person, please (a) describe in detail the subject matter of such Person's anticipated testimony, (b) identify all Documents relating to such testimony, and (c) with respect to any expert witness, provide the disclosures described in Rule 26(a)(2) of the Federal Rules of Civil Procedure.

Interrogatory No. 2

Describe how a Channeled Asbestos Claim will be determined to be an Insured Asbestos Claim, the basis for such a determination, and who will be responsible for making such determination.

Interrogatory No. 3

If an Insured Asbestos Claim is determined to be covered or potentially covered by more than one Non-Settling Asbestos Insurer, describe the Non-Settling Asbestos Insurer(s) to which such claim will be tendered and how such a determination will be made.

Interrogatory No. 4

Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Travelers Casualty Policies are bound by, and that any recoveries for such claimants under the Travelers Casualty Policies will be subject to, the provisions of the Wellington Agreement, including but not limited to the pro rata allocation methodology set forth therein? If Your answer is anything other than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

Interrogatory No. 5

Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Travelers' Policies are bound by, and that any recoveries for such claimants under the Travelers' Policies will be subject to, the provisions of the 2005 Agreement? If Your answer is anything other than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

Interrogatory No. 6

Do You contend that the Asbestos Trust will be bound by, and obligated to honor, all of the terms, conditions, and provisions of the Travelers' CIP Agreements? If Your answer is anything other than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

Interrogatory No. 7

Describe how Hopeman’s share of claim payments, which was approximately 35.12% in 2023 (*see* Disclosure Statement [Dkt 767] at 10) will be accounted for with respect to holders of Channeled Asbestos Claims who bring judgment-enforcement or direct actions against Non-Settling Asbestos Insurers to obtain the benefits of Asbestos Insurance Coverage (*see id.* at pdf p. 2 of 220).

Interrogatory No. 8

Identify the Committee’s Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. *See* Liquidation Analysis, Disclosure Statement at pdf p. 215 of 220.

Interrogatory No. 9

Identify the Debtor’s Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. *See* Liquidation Analysis, Disclosure Statement at pdf p. 215 of 220.

Interrogatory No. 10

Identify and describe the basis of the values listed in each scenario of the Liquidation Analysis for Other Asbestos Insurance assets, including but not limited to all assumptions used and the “variables” forming the basis of the “potential range of outcomes under each scenario.” Liquidation Analysis, Disclosure Statement at pdf p. 216 of 220, ¶ 6.

Interrogatory No. 11

Describe why Note 14 to the Liquidation Analysis states that “Hopeman does not have sufficient information to estimate the total amount of [unresolved Asbestos Claims] with certainty for purposes of this analysis.” Disclosure Statement at pdf p. 217 of 220, ¶ 14.

Interrogatory No. 12

Identify any evergreen source of funding for the Asbestos Trust proposed under the Plan (*see In re Combustion Engineering, Inc.*, 391 F.3d 190, 234 (3d Cir. 2004)) and describe (a) how any such source of funding was identified and selected, (b) the projected extent and duration of such funding, and (c) the projected year-over-year amount of funding from such source(s).

Interrogatory No. 13

Identify each of the Asbestos Insurers that You contend is a Non-Settling Asbestos Insurer and the Asbestos Insurance Policy(ies) issued by each such Asbestos Insurer that will be included among the Asbestos Insurance Rights constituting Asbestos Trust Assets.

Interrogatory No. 14

Identify the individual(s) who will be appointed to serve as the officers and as the director of Reorganized Hopeman and describe (a) the reason(s) why each individual was selected to serve in their respective role, (b) the qualifications of each individual to serve in the identified role, and (c) the Person(s) responsible for selecting the individual(s) to serve in their respective role. See Plan § 8.7.

Interrogatory No. 15

Identify the Person(s) responsible for the Reorganized Hopeman Projections attached as Exhibit C to the Disclosure Statement and describe the work performed by each Person in connection with the cash flow forecast set forth therein.

Interrogatory No. 16

Describe how holders of Uninsured Asbestos Claims are substantially similar to holders of Insured Asbestos Claims under the Plan and how the Plan's treatment of Uninsured Asbestos Claims is substantially similar to the Plan's treatment of Insured Asbestos Claims.

Interrogatory No. 17

Do You contend that the 2005 Agreement is an Asbestos CIP Agreement? If Your answer is anything other than an unqualified "yes," please state Your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

Interrogatory No. 18

Do You contend that the Wellington Agreement is an Asbestos CIP Agreement? If your answer is anything other than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

Dated: June 5, 2025

STEPTOE LLP

/s/ Joshua Taylor

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Travelers Casualty and Surety Company, formerly
known as The Aetna Casualty and Surety Company,
and St. Paul Fire and Marine Insurance Company*

Travelers Exhibit AB

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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

THE TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY, AND ST. PAUL FIRE AND MARINE INSURANCE COMPANY'S FIRST REQUESTS TO HOPEMAN BROTHERS, INC. FOR PRODUCTION OF DOCUMENTS

TO: Hopeman Brothers, Inc., by and through its attorneys of record, Tyler Brown and Henry "Toby" Long, Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219, and Joseph Rovira and Catherine Rankin, 600 Travis Street, Suite 4200, Houston, TX 77002

Pursuant to Federal Rules of Bankruptcy Procedure 7034 and 9014, The Travelers Indemnity Company ("Travelers Indemnity"), Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company ("Travelers Casualty"), and St. Paul Fire and Marine Insurance Company ("St. Paul") (collectively, "Travelers"), parties in interest, hereby request that, on or before June 11, 2025 at 5:00 p.m. prevailing Eastern Time, or such other time as

the parties may agree, debtor Hopeman Brothers, Inc. (“Hopeman” or “You”) serve written responses to the requests contained herein, and produce the items specified below, electronically to Travelers’ counsel at the e-mail addresses set forth below or as otherwise agreed with counsel to Travelers. Travelers reserves its rights to serve additional requests based on Hopeman’s responses and/or production regarding the Travelers’ First Requests, and/or continuing developments in Hopeman’s bankruptcy case.

DEFINITIONS

When used in these requests, the following terms shall have the following meanings:

1. “Communication” means any transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
2. “Debtor” or “Hopeman” means Hopeman Brothers, Inc. and/or any of its officers, employees, agents, and/or representatives, and all other persons acting or purporting to act on its behalf or at its direction or control.
3. “Document” means and includes the original, or in lieu thereof a true, legible and exact copy, regardless of origin or location and whether or not in the physical possession of Hopeman, of any written, typed, printed, transcribed, taped, recorded, filmed, punched or graphic matter of any kind, type or nature whatsoever, however produced or reproduced, prepared by Hopeman or others, in the possession, custody or control of Hopeman, including, but not limited to, a letter or other correspondence, a telex, a telegram, an e-mail, a press release, a written communication, a check, a canceled check, a diary, a memorandum, notes, minutes, a report, a study, a calculation, a load ticket, a trip ticket, a weight ticket, a bill of lading, an invoice, a photograph, a drawing, a mark sheet, a draft, a spreadsheet or other data compilation (translated into reasonable usable form), and any other tangible thing. Any copy differing in any respect from an original shall

be deemed herein to be a separate document. The term “Document” is intended to have the broadest possible meaning consistent with Rule 34 of the Federal Rules of Civil Procedure.

4. “Person” means and includes an individual, a firm, a corporation, or other entity as the context requires.

5. “Plan” means the *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (Dkt. No. 766), as filed and as it may be amended

6. “Plan Term Sheet(s)” means (a) the November 29, 2024 Settlement Term Sheet attached to Dkt. No. 417, and/or (b) the March 7, 2025 Settlement Term Sheet for § 524(g) Plan of Hopeman Brothers, Inc., attached to Dkt. No. 609.

7. “St. Paul Policies” means the following liability policies issued or allegedly issued by St. Paul: 590XA6116.

8. “TDPs” means the Asbestos Trust Distribution Procedures filed as Plan Exhibit B and/or as may be amended.

9. “Travelers CIP Agreements” means (a) the June 19, 1985 Agreement Concerning Asbestos-Related Claims (the “Wellington Agreement”), and (b) the Agreement Among Hopeman Brothers, Inc. The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (the “2005 Agreement”).

10. “Travelers Casualty Policies” means the following liability policies issued or allegedly issued by Travelers Casualty:

- a) 01XN541WCA
- b) 01XN542WCA
- c) 01XN1320WCA
- d) 01XN1621WCA

- e) 01XN1622WCA
- f) 01XN2077WCA
- g) 01XN2096WCA
- h) 01XN2459WCA
- i) 01XN2460WCA
- j) 01XN2866WCA
- k) 01XN2867WCA
- l) 01XN3236WCA
- m) 01XN3237WCA

11. “Travelers Indemnity Policies” means the following liability policies issued or allegedly issued by Travelers Indemnity: CUP2669174.

12. “Travelers’ Policies” means the St. Paul Policies, Travelers Indemnity Policies, and Travelers Casualty Policies.

13. “You” or “Your” shall mean Debtor.

14. Any other capitalized term used in these document requests that is not defined here shall have the meaning ascribed to them in the Plan or the TDPs.

INSTRUCTIONS

1. These document requests are continuing in nature and call for supplementation to the extent responsive information or documents come to Your attention after your initial response.

2. These document requests require You to produce all non-privileged Documents and Communications in your possession, custody, or control that are responsive to any of the specific document requests set forth below.

3. As required by Fed. R. Civ. P. 26(b)(5), if any Document or portions of a Document called for by a Request is withheld on the grounds of privilege or otherwise, then You shall provide a log with the information required by the Rule 26(b)(5) and Guideline 9(c), including without limitation the following information relating to each Document or portion of a Document withheld:

- (a) the kind of Document (*e.g.*, memorandum, letter, notes, etc.);
- (b) the date of the Document, or if no date appears thereon, the approximate date the Document was prepared;
- (c) the identity of the author;
- (d) the identity of the person to whom the Document is addressed;
- (e) the identity of any other recipients of the Document that appear on the Document as having received a copy (*e.g.*, as “cc” or “bcc”);
- (f) the identity of any attachments to the Documents and whether the attachments have been produced; and
- (g) the claim of privilege providing the alleged grounds for withholding the Document (*e.g.*, attorney-client privilege, work product privilege, etc.).

Documents to be Produced

Request No. 1

Documents and Communications relating to the negotiation, drafting, and finalization of (a) the Plan Term Sheets and (b) the Plan and related documents cited or attached therein.

Request No. 2

Documents and Communications relating to the “Information requests” made by Debtor to the Committee regarding a potential 524(g) Plan (*see* Dkt. No. 639, Ex. D), and all responses thereto.

Request No. 3

Documents and Communications relating to the “Restructuring Transactions” referenced in the Plan, including but not limited to the identification of, analysis regarding, and selection of the “low-cost, income-generating business or interest in such business . . . described in Exhibit F” to the Plan, the “investments presentation” prepared by FTI, and the “potential investment opportunities” identified by FTI (*see* Dkt. No. 630).

Request No. 4

Documents and Communications relating to the development of the “Reorganized Hopeman Projections” attached as Exhibit C to the Disclosure Statement, including but not limited to the “investment memorandum regarding the real estate investment Reorganized Hopeman intends to enter into.”

Request No. 5

Documents and Communications relating to the determination of the amount of the General Unsecured Recovery Pool.

Request No. 6

Documents and Communications relating to the development of, assumptions regarding, and analysis underlying the Liquidation Analysis attached as Exhibit B to the Disclosure Statement, including all Notes thereto.

Request No. 7

Documents and Communications relating to the selection of Marla Eskin as the Future Claimants’ Representative.

Request No. 8

Documents and Communications exchanged with the Committee from and after the execution of the initial Plan Term Sheet in November 2024 regarding the potential or actual treatment of Travelers CIP Agreements or Travelers’ Policies under the Plan.

Request No. 9

The “claim projection model” referenced in Seventh Monthly Fee Statement of Stout Risius Ross, LLC as Financial Advisor to the Debtor for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from February 1, 2025 Through and Including February 28, 2025, Dkt. No. 642, Ex. A (the “Stout Seventh Monthly Fee Application”), and any subsequent projections or analysis related thereto.

Request No. 10

The “analysis regarding all-sums allocation for liquidation analysis” referenced in Stout’s Seventh Monthly Fee Application, and any subsequent analysis related thereto.

Request No. 11

The comparison of “TTC [sic], Insurer, estimates and compare to TCC liquidation, including reconciling differences” referenced in Stout’s Seventh Monthly Fee Application, and any subsequent analysis related thereto.

Request No. 12

Documents and Communications relating to Debtor’s assertion that “[t]his case fits precisely within the provisions and relief afforded by § 524(g)” (Dkt. No. 722, ¶ 3).

Request No. 13

Documents and Communications relating to Debtor’s assertion that its bankruptcy case is a reorganization because “Mr. Lascell and his brother and sister” have been “managing a ton of litigation, millions of dollars in defense costs and payments” for “the last eight years,” such that Debtor qualifies for a discharge, including but not limited to any revenue generated by Debtor’s “managing a ton of litigation.” 5/13/25 Tr., p. 27:9-14.

Request No. 14

All expert disclosures or expert reports made by or on behalf of Hopeman in this case, including but not limited to disclosures or reports that have addressed or estimated the number, value, or allocation of current or expected future asbestos claims against Hopeman.

Request No. 15

All Documents reflecting testimony in deposition or court proceeding, related to the estimation of the number, value, or allocation of current or expected future asbestos claims against Hopeman.

Request No. 16

All Documents identified in Your responses to the Travelers’ First Set of Interrogatories, served on You contemporaneously with these Document Requests.

Dated: June 5, 2025

STEPTOE LLP

/s/ Joshua Taylor

Joshua R. Taylor (VSB No. 45919)

Catherine D. Cockerham (application forthcoming)

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known as The Aetna Casualty and Surety Company,
and St. Paul Fire and Marine Insurance Company*

Travelers Exhibit AC

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*Counsel for The Travelers Indemnity Company,
Travelers Casualty and Surety Company, formerly
known as The Aetna Casualty and Surety Company,
and St. Paul Fire and Marine Insurance Company*

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**THE TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY, AND ST. PAUL FIRE AND MARINE INSURANCE COMPANY’S
FIRST SET OF INTERROGATORIES TO THE COMMITTEE**

TO: The Official Committee of Unsecured Creditors, by and through its attorneys of record, Jeffrey Liesemer and Nathaniel Miller, Caplin & Drysdale, Chtd., 1200 New Hampshire Avenue, N.W., 8th Floor, Washington, DC 20036.

Pursuant to Federal Rules of Bankruptcy Procedure 7033 and 9014, The Travelers Indemnity Company (“Travelers Indemnity”), Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company (“Travelers Casualty”), and St. Paul Fire and Marine Insurance Company (“St. Paul”) (collectively, “Travelers), parties in interest, hereby request that, on or before June 13, 2025 at 5:00 p.m. prevailing Eastern Time, or such other time as the parties may agree, the Official Committee of Unsecured Creditors serve written responses to

these interrogatories on counsel to Travelers. Your answers should be made under oath, separately and fully in writing, preceded by the question to which the answer pertains. Travelers also request that You timely supplement Your answers to these interrogatories as required by the Federal Rules of Bankruptcy Procedure and the Federal Rules of Civil Procedure.

DEFINITIONS

All capitalized terms not defined herein shall have the meaning ascribed to them in the Plan. When used in these requests, the following terms shall have the following meanings:

1. “Committee” shall mean the Official Committee of Unsecured Creditors appointed in this Chapter 11 case by the U.S. Trustee, and its attorneys, agents, representatives, and all other persons acting or purporting to act on its behalf or at its direction or control, including but not limited to its attorneys, brokers, investment or financial advisors, actuarial consultants, and accountants.

2. “Communication” means any transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

3. “Debtor” or “Hopeman” means Hopeman Brothers, Inc. and/or any of its officers, employees, agents, and/or representatives, and all other persons acting or purporting to act on its behalf or at its direction or control.

4. “Document” means and includes the original, or in lieu thereof a true, legible and exact copy, regardless of origin or location and whether or not in Your physical possession, of any written, typed, printed, transcribed, taped, recorded, filmed, punched or graphic matter of any kind, type or nature whatsoever, however produced or reproduced, prepared by You or others, in Your possession, custody or control, including, but not limited to, a letter or other correspondence, a telex, a telegram, an e-mail, a press release, a written communication, a check, a canceled check, a diary, a memorandum,

notes, minutes, a report, a study, a calculation, a load ticket, a trip ticket, a weight ticket, a bill of lading, an invoice, a photograph, a drawing, a mark sheet, a draft, a spreadsheet or other data compilation (translated into reasonable usable form), and any other tangible thing. Any copy differing in any respect from an original shall be deemed herein to be a separate document. The term “Document” is intended to have the broadest possible meaning consistent with Rule 34 of the Federal Rules of Civil Procedure.

5. “Person” means and includes an individual, a firm, a corporation, or other entity as the context requires.

6. “Plan” means the *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (Dkt. No. 766), as filed and as it may be amended.

7. “St. Paul Policies” means the following liability policies issued or allegedly issued by St. Paul: 590XA6116

8. “TDPs” means the Asbestos Trust Distribution Procedures filed as Plan Exhibit B and/or as may be amended.

9. “Travelers CIP Agreements” means (a) the June 19, 1985 Agreement Concerning Asbestos-Related Claims (the “Wellington Agreement”), and (b) the Agreement Among Hopeman Brothers, Inc. The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (the “2005 Agreement”).

10. “Travelers Casualty Policies” means the following liability policies issued or allegedly issued by Travelers Casualty:

- a) 01XN541WCA
- b) 01XN542WCA
- c) 01XN1320WCA
- d) 01XN1621WCA

- e) 01XN1622WCA
- f) 01XN2077WCA
- g) 01XN2096WCA
- h) 01XN2459WCA
- i) 01XN2460WCA
- j) 01XN2866WCA
- k) 01XN2867WCA
- l) 01XN3236WCA
- m) 01XN3237WCA

11. “Travelers Indemnity Policies” means the following liability policies issued or allegedly issued by Travelers Indemnity: CUP2669174.

12. “Travelers’ Policies” means the St. Paul Policies, Travelers Indemnity Policies, and Travelers Casualty Policies.

13. “You” or “Your” shall mean the Committee.

INSTRUCTIONS

1. “Identify” shall mean to state:

a) With respect to a natural Person:

- i) That Person’s full name;
- ii) The last known business address, business phone number, home address, and home number of the Person;
- iii) The business affiliation, title, position, and duties of the Person at the time period of the matter at issue; and

- iv) The Person's current business affiliation, title, position, and duties.
- b) With respect to a Person or entity other than a natural Person
- i) The full name of the Person or entity;
 - ii) The nature of the Person or entity (*e.g.*, corporation, partnership);
 - iii) The last known address and phone number of the Person or entity;
- and
- iv) If the Person or entity is a corporation, the state of incorporation.
- c) With respect to a Document:
- i) The date and nature of the Document (*i.e.*, whether it is a letter, memorandum, minutes of a meeting, etc.);
 - ii) The title, subject, or heading of the Document;
 - iii) Each author, addressee, copy addressee, blind copy addressee, and every other person or entity to whom the Document was disclosed;
 - iv) A description of the Document's subject matter; and
 - v) The Bates number or other identification number of the Document, if any.

INTERROGATORIES

Interrogatory No. 1

Identify each witness, whether fact or expert, whom You will call or anticipate calling to testify at the Confirmation Hearing and, for each such Person, please (a) describe in detail the subject matter of such Person's anticipated testimony, (b) identify all Documents relating to such testimony, and (c) with respect to any expert witness, provide the disclosures described in Rule 26(a)(2) of the Federal Rules of Civil Procedure.

Interrogatory No. 2

Describe how a Channeled Asbestos Claim will be determined to be an Insured Asbestos Claim, the basis for such a determination, and who will be responsible for making such determination.

Interrogatory No. 3

If an Insured Asbestos Claim is determined to be covered or potentially covered by more than one Non-Settling Asbestos Insurer, describe the Non-Settling Asbestos Insurer(s) to which such claim will be tendered and how such a determination will be made.

Interrogatory No. 4

Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Travelers Casualty Policies are bound by, and that any recoveries for such claimants under the Travelers Casualty Policies will be subject to, the provisions of the Wellington Agreement, including but not limited to the pro rata allocation methodology set forth therein? If Your answer is anything other than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

Interrogatory No. 5

Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Travelers' Policies are bound by, and that any recoveries for such claimants under the Travelers' Policies will be subject to, the provisions of the 2005 Agreement? If Your answer is anything other than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

Interrogatory No. 6

Do You contend that the Asbestos Trust will be bound by, and obligated to honor, all of the terms, conditions, and provisions of the Travelers' CIP Agreements? If Your answer is anything other than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

Interrogatory No. 7

Describe how Hopeman's share of claim payments, which was approximately 35.12% in 2023 (*see* Disclosure Statement [Dkt 767] at 10) will be accounted for with respect to holders of Channeled Asbestos Claims who bring judgment-enforcement or direct actions against Non-Settling Asbestos Insurers to obtain the benefits of Asbestos Insurance Coverage (*see id.* at pdf p. 2 of 220).

Interrogatory No. 8

Identify the Committee's Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. *See* Liquidation Analysis, Disclosure Statement at pdf p. 215 of 220.

Interrogatory No. 9

Identify the Debtor's Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. *See* Liquidation Analysis, Disclosure Statement at pdf p. 215 of 220.

Interrogatory No. 10

Identify and describe the basis of the values listed in each scenario of the Liquidation Analysis for Other Asbestos Insurance assets, including but not limited to all assumptions used and the "variables" forming the basis of the "potential range of outcomes under each scenario." Liquidation Analysis, Disclosure Statement at pdf p. 216 of 220, ¶ 6.

Interrogatory No. 11

Describe why Note 14 to the Liquidation Analysis states that "Hopeman does not have sufficient information to estimate the total amount of [unresolved Asbestos Claims] with certainty for purposes of this analysis." Disclosure Statement at pdf p. 217 of 220, ¶ 14.

Interrogatory No. 12

Identify any evergreen source of funding for the Asbestos Trust proposed under the Plan (*see In re Combustion Engineering, Inc.*, 391 F.3d 190, 234 (3d Cir. 2004)) and describe (a) how any such source of funding was identified and selected, (b) the projected extent and duration of such funding, and (c) the projected year-over-year amount of funding from such source(s).

Interrogatory No. 13

Identify each of the Asbestos Insurers that You contend is a Non-Settling Asbestos Insurer and the Asbestos Insurance Policy(ies) issued by each such Asbestos Insurer that will be included among the Asbestos Insurance Rights constituting Asbestos Trust Assets.

Interrogatory No. 14

Identify the individual(s) who will be appointed to serve as the officers and as the director of Reorganized Hopeman and describe (a) the reason(s) why each individual was selected to serve in their respective role, (b) the qualifications of each individual to serve in the identified role, and (c) the Person(s) responsible for selecting the individual(s) to serve in their respective role. See Plan § 8.7.

Interrogatory No. 15

Identify the Person(s) responsible for the Reorganized Hopeman Projections attached as Exhibit C to the Disclosure Statement and describe the work performed by each Person in connection with the cash flow forecast set forth therein.

Interrogatory No. 16

Describe how holders of Uninsured Asbestos Claims are substantially similar to holders of Insured Asbestos Claims under the Plan and how the Plan's treatment of Uninsured Asbestos Claims is substantially similar to the Plan's treatment of Insured Asbestos Claims.

Interrogatory No. 17

Do You contend that the 2005 Agreement is an Asbestos CIP Agreement? If Your answer is anything other than an unqualified "yes," please state Your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

Interrogatory No. 18

Do You contend that the Wellington Agreement is an Asbestos CIP Agreement? If your answer is anything other than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

Dated: June 5, 2025

STEPTOE LLP

/s/ Joshua Taylor

Joshua R. Taylor (VSB No. 45919)
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Travelers Exhibit AD

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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**THE TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY, AND ST. PAUL FIRE AND MARINE INSURANCE COMPANY’S
FIRST SET OF DOCUMENT REQUESTS TO THE COMMITTEE**

TO: The Official Committee of Unsecured Creditors, by and through its attorneys of record, Jeffrey Liesemer and Nathaniel Miller, Caplin & Drysdale, Chtd., 1200 New Hampshire Avenue, N.W., 8th Floor, Washington, DC 20036.

Pursuant to Federal Rules of Bankruptcy Procedure 7034 and 9014, The Travelers Indemnity Company (“Travelers Indemnity”), Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company (“Travelers Casualty”), and St. Paul Fire and Marine Insurance Company (“St. Paul”) (collectively, “Travelers), parties in interest, hereby request that, on or before June 13, 2025 at 5:00 p.m. prevailing Eastern Time, or such other time as the parties may agree, the Official Committee of Unsecured Creditors serve written responses to the

requests contained herein, and produce the items specified below, electronically to Travelers' counsel at the e-mail addresses set forth below or as otherwise agreed with counsel to Travelers. Travelers reserves its rights to serve additional requests based on the Committee's responses and/or production regarding Travelers' First Requests, and/or continuing developments in Hopeman's bankruptcy case.

DEFINITIONS

All capitalized terms not defined herein shall have the meaning ascribed to them in the Plan. When used in these requests, the following terms shall have the following meanings:

1. "Committee" shall mean the Official Committee of Unsecured Creditors appointed in this Chapter 11 case by the U.S. Trustee, and its attorneys, agents, representatives, and all other persons acting or purporting to act on its behalf or at its direction or control, including but not limited to its attorneys, brokers, investment or financial advisors, actuarial consultants, and accountants.

2. "Communication" means any transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

3. "Debtor" or "Hopeman" means Hopeman Brothers, Inc. and/or any of its officers, employees, agents, and/or representatives, and all other persons acting or purporting to act on its behalf or at its direction or control.

4. "Document" means and includes the original, or in lieu thereof a true, legible and exact copy, regardless of origin or location and whether or not in the physical possession of the Committee, of any written, typed, printed, transcribed, taped, recorded, filmed, punched or graphic matter of any kind, type or nature whatsoever, however produced or reproduced, prepared by the Committee or others, in the possession, custody or control of the Committee, including, but not limited to, a letter or other correspondence, a telex, a telegram, an e-mail, a press release, a written communication, a check,

a canceled check, a diary, a memorandum, notes, minutes, a report, a study, a calculation, a load ticket, a trip ticket, a weight ticket, a bill of lading, an invoice, a photograph, a drawing, a mark sheet, a draft, a spreadsheet or other data compilation (translated into reasonable usable form), and any other tangible thing. Any copy differing in any respect from an original shall be deemed herein to be a separate document. The term “Document” is intended to have the broadest possible meaning consistent with Rule 34 of the Federal Rules of Civil Procedure.

5. “Person” means and includes an individual, a firm, a corporation, or other entity as the context requires.

6. “Plan” means the *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (Dkt. No. 766), as filed and as it may be amended.

7. “You” or “Your” shall mean the Committee.

INSTRUCTIONS

1. These document requests are continuing in nature and call for supplementation to the extent responsive information or documents come to Your attention after your initial response.

2. These document requests require You to produce all non-privileged Documents and Communications in your possession, custody, or control that are responsive to any of the specific document requests set forth below.

3. As required by Fed. R. Civ. P. 26(b)(5), if any Document or portions of a Document called for by a Request is withheld on the grounds of privilege or otherwise, then You shall provide a log with the information required by the Rule 26(b)(5) and Guideline 9(c), including without limitation the following information relating to each Document or portion of a Document withheld:

- (a) the kind of Document (*e.g.*, memorandum, letter, notes, etc.);
- (b) the date of the Document, or if no date appears thereon, the approximate date the Document was prepared;
- (c) the identity of the author;
- (d) the identity of the person to whom the Document is addressed;
- (e) the identity of any other recipients of the Document that appear on the Document as having received a copy (*e.g.*, as “cc” or “bcc”);
- (f) the identity of any attachments to the Documents and whether the attachments have been produced; and
- (g) the claim of privilege providing the alleged grounds for withholding the Document (*e.g.*, attorney-client privilege, work product privilege, etc.).

DOCUMENTS TO BE PRODUCED

Request No. 1

All Documents identified in Your responses to the Travelers’ First Set of Interrogatories, served on You contemporaneously with these Document Requests.

Request No. 2

Documents and Communications relating to the “Restructuring Transactions” referenced in the Plan, including but not limited to the identification of, analysis regarding, and selection of the “low-cost, income-generating business or interest in such business . . . described in Exhibit F” to the Plan, the “investments presentation” prepared by FTI, and the “potential investment opportunities” identified by FTI (*see* Dkt. No. 630).

Request No. 3

Documents and Communications related to the development of, assumptions regarding, and analysis underlying the Liquidation Analysis attached as Exhibit B to the Disclosure Statement, including all Notes thereto.

Request No. 4

Documents and Communications relating to the “Reorganized Hopeman Projections” attached as Exhibit C to the Disclosure Statement, including but not limited to the “investment memorandum regarding the real estate investment Reorganized Hopeman intends to enter into.”

Request No. 5

Documents and Communications relating to the selection of Marla Eskin as the Future Claimants' Representative.

Request No. 6

All Documents that have been or will be reviewed by any witness You intend to call at the Confirmation Hearing, in connection with his or her testimony at the Confirmation Hearing.

Request No. 7

All Documents relating to factual observations, analyses, supporting data, calculations or opinions of (a) any expert whom You will or may call as a witness at the Confirmation Hearing or (b) any consulting expert whose opinions, impressions or analyses have been reviewed by any such testifying expert.

Request No. 8

Documents and Communications related to potential recoveries from Asbestos Insurance Policies pursuant to the Plan, including, without limitation, (a) Communications between and among Hopeman, the Committee, and the Future Claimants' Representative regarding such recoveries and (b) Documents relating to any evaluation or analysis of whether or how the Plan or Confirmation Order may impact or affect recoveries by the Asbestos Trust and/or holders of Asbestos Claims.

Request No. 9

All expert disclosures or expert reports made by or on behalf of the Committee in this case, including but not limited to disclosures or reports that have addressed or estimated the number, value, or allocation of current or expected future asbestos claims against Hopeman.

Dated: June 5, 2025

STEPTOE LLP

/s/ Joshua Taylor

Joshua R. Taylor (VSB No. 45919)

Catherine D. Cockerham (application forthcoming)

1330 Connecticut Avenue, N.W.

Washington, D.C. 20036

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Travelers Exhibit AE

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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

**THE TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY, AND ST. PAUL FIRE AND MARINE INSURANCE COMPANY'S
FIRST SET OF INTERROGATORIES TO THE FUTURE CLAIMANTS'
REPRESENTATIVE**

TO: Future Claimants' Representative Marla Rosoff Eskin, by and through her attorneys of record, David B. Salzman and Kathryn L. Harrison, Campbell & Levine, LLC, 310 Grant Steet, Suite 1700, Pittsburgh, PA 15219.

Pursuant to Federal Rules of Bankruptcy Procedure 7033 and 9014, The Travelers Indemnity Company ("Travelers Indemnity"), Travelers Casualty and Surety Company, formerly named The Aetna Casualty and Surety Company ("Travelers Casualty"), and St. Paul Fire and Marine Insurance Company ("St. Paul") (collectively, "Travelers"), parties in interest, hereby

request that, on or before June 13, 2025 at 5:00 p.m. prevailing Eastern Time, or such other time as the parties may agree, the Future Claimants' Representative serve written responses to these interrogatories on counsel to Travelers. Your answers should be made under oath, separately and fully in writing, preceded by the question to which the answer pertains. Travelers also request that You timely supplement Your answers to these interrogatories as required by the Federal Rules of Bankruptcy Procedure and the Federal Rules of Civil Procedure.

DEFINITIONS

All capitalized terms not defined herein shall have the meaning ascribed to them in the Plan. When used in these requests, the following terms shall have the following meanings:

1. "Committee" shall mean the Official Committee of Unsecured Creditors appointed in this Chapter 11 case by the U.S. Trustee, and its attorneys, agents, representatives, and all other persons acting or purporting to act on its behalf or at its direction or control, including but not limited to its attorneys, brokers, investment or financial advisors, actuarial consultants, and accountants.

2. "Communication" means any transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

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custody or control, including, but not limited to, a letter or other correspondence, a telex, a telegram, an e-mail, a press release, a written communication, a check, a canceled check, a diary, a memorandum, notes, minutes, a report, a study, a calculation, a load ticket, a trip ticket, a weight ticket, a bill of lading, an invoice, a photograph, a drawing, a mark sheet, a draft, a spreadsheet or other data compilation (translated into reasonable usable form), and any other tangible thing. Any copy differing in any respect from an original shall be deemed herein to be a separate document. The term “Document” is intended to have the broadest possible meaning consistent with Rule 34 of the Federal Rules of Civil Procedure.

5. “Future Claimants’ Representative” or “You” or “Your” shall mean Marla Rosoff Eskin and her attorneys, agents, representatives, and all other Persons acting or purporting to act on her behalf or at her direction or control, including but not limited to her attorneys, brokers, investment or financial advisors, actuarial consultants, and accountants.

6. “Person” means and includes an individual, a firm, a corporation, or other entity as the context requires.

7. “Plan” means the *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (Dkt. No. 766), as filed and as it may be amended.

8. “TDPs” means the Asbestos Trust Distribution Procedures filed as Plan Exhibit B and/or as may be amended.

INSTRUCTIONS

1. “Identify” shall mean to state:
 - a) With respect to a natural Person:
 - i) That Person’s full name;

- ii) The last known business address, business phone number, home address, and home number of the Person;
 - iii) The business affiliation, title, position, and duties of the Person at the time period of the matter at issue; and
 - iv) The Person's current business affiliation, title, position, and duties.
- b) With respect to a Person or entity other than a natural Person
- i) The full name of the Person or entity;
 - ii) The nature of the Person or entity (*e.g.*, corporation, partnership);
 - iii) The last known address and phone number of the Person or entity; and
 - iv) If the Person or entity is a corporation, the state of incorporation.
- c) With respect to a Document:
- i) The date and nature of the Document (*i.e.*, whether it is a letter, memorandum, minutes of a meeting, etc.);
 - ii) The title, subject, or heading of the Document;
 - iii) Each author, addressee, copy addressee, blind copy addressee, and every other person or entity to whom the Document was disclosed;
 - iv) A description of the Document's subject matter; and
 - v) The Bates number or other identification number of the Document, if any.

INTERROGATORIES

Interrogatory No. 1

Identify each witness, whether fact or expert, whom You will call or anticipate calling to testify at the Confirmation Hearing and, for each such Person, please (a) describe in detail the subject matter of such Person's anticipated testimony, (b) identify all Documents relating to such testimony, and (c) with respect to any expert witness, provide the disclosures described in Rule 26(a)(2) of the Federal Rules of Civil Procedure.

Interrogatory No. 2

Identify and describe all actions You undertook between May 13, 2025 and May 20, 2025 to determine that the Plan is fair to, and in the best interests of, holders of Demands such that You "agreed" that the Plan and Disclosure Statement were "ready for solicitation in their revised form" as of May 20, 2025. *See* Dkt. No. 759, n. 14.

Interrogatory No. 3

Identify and describe in detail the reasons that You believe the Plan is fair to, and in the best interests of, holders of Demands, including but not limited to how and why the Plan will "value, and be in a financial position to pay, present claims and future demands that involve similar claims in substantially the same manner." 11 U.S.C. § 524(g)(2)(B)(ii)(V).

Interrogatory No. 4

Identify and describe in detail Your discussions with the Debtor and the Committee regarding the Plan, including any concerns You identified regarding the Plan and revisions or amendments You requested to the Plan or any Plan Document.

Interrogatory No. 5

Describe how holders of Uninsured Asbestos Claims are substantially similar to holders of Insured Asbestos Claims under the Plan and how the Plan's treatment of Uninsured Asbestos Claims is substantially similar to the Plan's treatment of Insured Asbestos Claims.

Dated: June 5, 2025

STEPTOE LLP

/s/ Joshua Taylor

Joshua R. Taylor (VSB No. 45919)

Catherine D. Cockerham (application forthcoming)

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and St. Paul Fire and Marine Insurance Company*

Travelers Exhibit AF

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

----- x
In re: Chapter 11
HOPEMAN BROTHERS, INC. Case No. 24-32428 (KLP)
Debtor
----- x

ALL PARTICIPANTS APPEARING VIA ZOOM

30(b)(6) DEPOSITION of CHRISTOPHER LASCELL
Tuesday, July 1, 2025 - 10:08 a.m.

Reporter: Jill K. Ruggieri, RPR, RMR, FCRR, CRR

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Travelers Casualty and Surety Company,

St. Paul Fire & Marine Insurance Company

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15 jliesemer@capdale.com

16 -and-

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I N D E X

WITNESS:

CHRISTOPHER LASCELL

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P R O C E E D I N G S

CHRISTOPHER LASCELL, a witness
having been duly sworn, on oath deposes and
says as follows:

EXAMINATION

BY MR. FINNERTY:

Q Good morning, Mr. Lascell.

A Good morning. Just to interrupt real
quick, I hate to do that right off the bat, but
"Lascell" is the last name.

Q Lascell. Sorry about that.

A That's okay. It's been a lifetime of
that pronunciation.

Q I'm sure it has.

Well, I'm Kevin Finnerty of
Choate, Hall & Stewart. I represent Liberty
Mutual.

Have you been deposed before?

A Yes, once.

Q That was in November, right?

A That's correct.

Q So you probably are still pretty
fresh from that process and remember, but just

1 kind of a few preliminary points to hit.

2 I'll ask questions. Please let
3 me finish my question, and once I finish, you
4 answer. That'll help develop a clean record,
5 and especially where we're remote and there's a
6 bunch of people, it'll just help keep things
7 easy for the court reporter.

8 Do you understand?

9 A I do, yes.

10 Q And if you don't understand one of my
11 questions, let me know and I'll try to rephrase
12 it to clarify it for you. Okay?

13 A Sounds good.

14 Q And if you need any breaks today at
15 any time, just let me know.

16 A Got it.

17 Q Where do you live, Mr. Lascell?

18 A I live in Brookline, Massachusetts.

19 Q And where are you employed?

20 A I'm currently president of Hopeman
21 Brothers.

22 Q And before you worked at Hopeman
23 Brothers, were you employed prior to that?

24 A There was a gap in my employment
25 history, but I worked at Commerzbank, the

1 MR. BROWN: Josh, are you
2 talking about Exhibit H?

3 MR. TAYLOR: Yes.

4 MR. BROWN: Whether that
5 includes -- can you show that to him so he can
6 refresh his recollection?

7 MR. TAYLOR: Absolutely.

8 MR. BROWN: Thank you.

9 BY MR. TAYLOR:

10 Q I am showing you now what I believe
11 has already been marked previously in this case
12 as Exhibit 109, the plan supplement at
13 Docket 853, and showing you starting on
14 page 231 of 239, Exhibit H.

15 And let me know if you want me
16 to scroll down.

17 A What is your -- what is your
18 question, and then I can tell you if I need to
19 scroll.

20 Q So do you know whether the plan
21 identifies any of Travelers' policies as
22 asbestos insurance policies?

23 A That, I would want to -- want to
24 scroll to look to see if they're on this list.

25 (Pause.)

1 A I think the -- the list speaks for
2 itself if you're -- if you're looking for a
3 specific policy.

4 Q All right.

5 Are you aware that there are 13
6 Travelers policies listed on Exhibit H?

7 I will direct your attention to
8 the Aetna Casualty and Surety Company policies
9 and the St. Paul Fire and Marine Insurance
10 Company policy.

11 A Yes, I see them.

12 Q Okay.

13 And those 13 policies, do you
14 understand where those policies sit in
15 relationship to other policies in terms of
16 coverage?

17 A Yes, they are above other policies in
18 the -- in -- in the -- I believe they're above
19 other policies.

20 Q And these are excess liability
21 policies, correct?

22 A That's correct.

23 Q And these are policies that -- that
24 were issued that have not -- that it's
25 contended have not exhausted their limits of

1 liability; is that correct?

2 A That's correct, yes.

3 Q To your understanding, Travelers has
4 not been called upon by Hopeman to pay any
5 amounts for asbestos claims under these 13
6 policies; is that correct?

7 A Yes, that's correct.

8 Q Is it correct to say that the 13 --
9 before the 13 policies are implicated, the
10 policy terms and conditions need to be met?

11 A That would be fair to say, yes.

12 Q Can you explain to me what the
13 debtor's intent is with respect to the
14 treatment of the 13 Travelers policies listed
15 on Exhibit H under the plan?

16 A Under the plan, our intent would be
17 to transfer all insurance policies and rights
18 to the Asbestos Trust.

19 Q Just to clarify, are the policies
20 being transferred to the trust based on your
21 understanding?

22 A Yes.

23 Q What about the obligations under the
24 policies? What is the intent of -- of Hopeman
25 with respect to those?

1 A The intent would be to transfer the
2 policies and the obligations to -- to the
3 trust.

4 Q So the intent is for the obligations
5 to go to the trust?

6 A That's correct.

7 Q And it would be fair to say that the
8 trust would be responsible for any obligations
9 under the policies?

10 MR. COX: I'm objecting to the
11 form of the question. It's calling for a legal
12 conclusion.

13 A I'm sorry, could you -- could you
14 repeat the question?

15 Q I don't have it in front of me.

16 MR. TAYLOR: If I could have the
17 court reporter repeat it back?

18 (Record read as requested.)

19 A I would answer that to say that that
20 is my layperson's understanding, but that is a
21 legal question that the lawyers are best --
22 best to answer.

23 Q What, if any, modification, amendment
24 or change to the terms of the Travelers
25 policies does the debtor intend under the plan?

1 MR. COX: Object to the form of
2 the question.

3 MR. BROWN: Chris, you can
4 answer that without imparting any legal advice
5 you've gotten, if you've got an independent
6 view of it.

7 A My -- my independent view is that, as
8 I've testified earlier, all rights,
9 obligations, responsibilities will be
10 transferred into -- into the trust.

11 Q All right.

12 I want to turn your attention to
13 the 2005 agreement. When I refer to the "2005
14 agreement," you understand I'm referring to an
15 agreement between Hopeman and the Travelers
16 entities that was entered into in 2005?

17 A Yes.

18 Q Okay.

19 And that's -- is it fair to say
20 that this is -- well, actually, let me pull up
21 a document for you.

22 This is a document that has been
23 previously marked as Exhibit 108 in this
24 matter, which is the disclosure statement with
25 respect to the amended plan, Docket 767.

1 You're familiar with this
2 document, correct?

3 A Yes.

4 Q I'd like to turn to page 16 of 220.
5 And looking at the final paragraph on that
6 page, the disclosure statement provides that "A
7 number of Insurers who were not signatories to
8 the Wellington Agreement entered into bilateral
9 insurance settlement agreements, called
10 'coverage-in-place' agreements, with Hopeman
11 (collectively, the 'Asbestos CIP Agreements')." "

12 Do you see that?

13 A I do, yes.

14 Q Okay.

15 Is it your understanding that
16 the 2005 agreement is a bilateral insurance
17 settlement agreement between Hopeman and
18 Travelers?

19 MR. COX: Objection to the form
20 of the question. Calls for a legal conclusion.

21 A That's a -- to define exactly what
22 that -- what that agreement is is a question
23 that's best left for the lawyers. I can't
24 answer that.

25 Q Mr. Lascell, can you tell me, this

1 this answer?

2 A I spoke to my counsel about it.

3 Q And so is -- is -- is it fair to say
4 that the only response as to whether the 2005
5 agreement is a coverage-in-place agreement is
6 based on your legal counsel's advice to you?

7 (Reporter clarification.)

8 MR. COX: I was objecting. It's
9 an argumentative question. You can answer it,
10 Mr. Lascell. Obviously you can answer it,
11 Mr. Lascell. This is Mr. Cox.

12 MR. BROWN: This is Tyler Brown,
13 though. Let me object to the form, because it
14 only includes part of the sentence and rather
15 than the entirety of the sentence you just
16 read.

17 So I'd caution the -- the
18 witness to read the entire answer before
19 responding.

20 A I think I need to go back and hear
21 the question again now. It's been -- it's a
22 long -- long day, and I've sort of -- just want
23 to make sure I'm answering the right question.

24 (Record read as requested.)

25 A I am -- I am not a lawyer, so any

1 legal determination about whether this --
2 this -- the 2005 agreement is -- is a CIP is
3 going to be made by lawyers.

4 Q Mr. Lascell, is the debtor's intent
5 to alter or modify any of Hopeman's rights,
6 duties, obligations or liabilities under the
7 2005 agreement?

8 MR. COX: Objection to the form.

9 A No, that is not our intent.

10 Q Okay.

11 What is the debtor's intention
12 with respect to the 2005 agreement under the
13 plan?

14 MR. BROWN: Again, objection to
15 the form, to the extent it calls for legal
16 conclusions, but you can testify otherwise.

17 A As I've testified, the -- the lawyers
18 need to determine whether that 2005 agreement
19 is a coverage-in-place agreement. I've
20 testified that our -- our intent is to transfer
21 all -- all insurance rights and obligations to
22 the asbestos -- Asbestos Trust, recognizing
23 that the -- that the lawyers need to make some
24 determinations under various definitions in the
25 plan.

1 Q Is it the debtor's intention to limit
2 or impair any of Travelers' rights, defenses or
3 claims under the 2005 agreement?

4 MR. BROWN: Same objection.

5 A My layperson understanding is that it
6 is -- it is not the debtor's intention to do
7 that.

8 Q What, if any, modification, amendment
9 or change to the terms of the 2005 agreement
10 does the debtor intend under the plan?

11 MR. BROWN: Same objection. You
12 can answer to the extent you know.

13 A I am not aware of any modifications.

14 Q Mr. Lascell, earlier today there was
15 discussion of the definition of "Asbestos CIP
16 Agreement" in the plan; do you recall that?

17 A Yes.

18 Q Okay.

19 And do you recall that there's
20 a -- that that definition identifies a specific
21 agreement with the Chubb insurers to identify
22 that agreement as an Asbestos CIP Agreement?

23 A Do you -- do you mean in the
24 definition itself in the plan?

25 Q Yes.

1 A Do you have the plan right there that
2 you're -- that you're about to pull up? We
3 can --

4 Q Certainly. I'm pulling up what's
5 been previously marked as Exhibit 107, the
6 amended plan.

7 And looking at Section 1.7, I
8 will give you a moment to read through that
9 definition, and let me know when you're done.

10 (The deponent read the
11 document.)

12 A Okay.

13 Q Okay.

14 And so the definition of
15 Asbestos CIP Agreement includes "that certain
16 settlement agreement dated December 18, 2009
17 between Hopeman and Century Indemnity Company,
18 as successor to CCI Insurance Company, as
19 successor to Insurance Company of North
20 America," correct?

21 A Correct.

22 Q And that's the only agreement between
23 Hopeman and an insurer that is specifically
24 identified in that definition, correct?

25 A That's correct.

1 Q Do you know why that agreement was
2 specifically identified?

3 A I don't know.

4 Q Do you know why the 2005 agreement is
5 not listed as a -- as an Asbestos CIP
6 Agreement?

7 A No, I don't.

8 Q What is your understanding about
9 regard -- about where the 2005 agreement will
10 be transferred to or vest under the plan?

11 A Again, how -- how the 2005 agreement
12 fits under various definitions is a -- is a
13 question that needs to be determined by the
14 lawyers.

15 Q Are the rights under the 2005
16 agreement being transferred to the Asbestos
17 Trust, to your understanding?

18 MR. BROWN: I object on the
19 grounds -- the form of the question. It's been
20 asked and answered. Best you can.

21 Q You can answer.

22 A The -- the intent of the plan, to my
23 knowledge, is that all rights and obligations
24 will be transferred -- would be transferred to
25 the trust.

1 Q And I want to direct your attention
2 to Section 8.3(b) of the plan. I believe we
3 talked about this earlier.

4 Do you recall that?

5 A I do, yes.

6 Q Is this the provision you understand
7 would transfer the rights under the 2005
8 agreement to the trust?

9 A This is the provision that I
10 understand would -- would transfer -- would
11 transfer whatever asbestos insurance rights and
12 obligations that -- that -- that exist.

13 Q Okay.

14 Are you aware that the only
15 rights that the plan purports to assign are
16 rights under asbestos insurance policies as
17 defined under the plan, Asbestos CIP Agreements
18 as defined under the plan, and asbestos
19 insurance settlements as defined under the
20 plan?

21 MR. BROWN: Objection to the
22 form of the question.

23 If you want to show him all of
24 those and ask him questions, but it's not
25 supposed to be a test of, you know, a 200- -- a

1 to read the question and response, and let me
2 know when you're done.

3 (The deponent read the
4 document.)

5 A Okay.

6 Q Okay.

7 So the first paragraph, second
8 sentence, "As a result, the 2005 agreement
9 'does not currently provide rights in favor of
10 Hopeman to continuing coverage or to payment of
11 insurance proceeds' and, therefore, does not
12 meet the definition of Asbestos CIP Agreement
13 set forth in Section 1.7 of the 524(g) Plan."

14 Do you see that?

15 A I do, yes.

16 Q What is your understanding as to why
17 the debtor does not believe the 2005 agreement
18 is an Asbestos CIP Agreement?

19 MR. BROWN: Objection to form to
20 the extent it imparts attorney-client
21 privileged information.

22 You can answer if you have any
23 independent knowledge.

24 A All of my knowledge related to your
25 question there would be based on -- would be

1 based on conversations with counsel.

2 Q Okay.

3 I want to turn your attention to
4 the Wellington Agreement. Hopeman and
5 Travelers Casualty are parties to that
6 agreement, correct?

7 A I believe so, yes.

8 Q Okay.

9 They're not the only parties to
10 that agreement, are they?

11 A I don't believe so.

12 Q There's other insurers that are party
13 to the Wellington Agreement, correct?

14 A I believe that's correct, yes.

15 Q And there are other producers that
16 are parties to that agreement, correct?

17 A Yes, I believe that's correct.

18 Q Okay.

19 And the Wellington Agreement is
20 still in place, correct?

21 A Yes.

22 Q What is the debtor's intention with
23 respect to the Wellington Agreement under the
24 plan?

25 MR. BROWN: Objection to the

1 form of the question.

2 You can answer to the extent
3 you're not imparting attorney-client privileged
4 information.

5 A I can only -- I can only answer that
6 with -- based on conversations I've had with
7 counsel.

8 Q What is the debtor's intention with
9 respect to the -- to Hopeman's rights under the
10 Wellington Agreement with respect to the plan?

11 MR. BROWN: Same objection.

12 A It's the same answer. My knowledge
13 surrounding the Wellington Agreement really
14 comes from conversations I've had with counsel.

15 Q Is it the debtor's intent to alter or
16 modify any of Hopeman's rights, duties,
17 obligations or liabilities under the Wellington
18 Agreement?

19 MR. BROWN: Same objection.

20 A And again, the same answer. I can't
21 answer without revealing conversations with
22 counsel.

23 Q Is it the debtor's intention to limit
24 or impair any of Travelers' rights, defenses or
25 claims under the Wellington Agreement?

1 MR. BROWN: Same objection.

2 A It's the same answer.

3 Q Which is?

4 A Which is any knowledge that I have is
5 based on conversations I've had with counsel.

6 Q What, if any, modification, amendment
7 or change to the terms of the Wellington
8 Agreement does the debtor intend under the
9 plan?

10 MR. BROWN: Same objection.

11 A All -- all of my knowledge around the
12 Wellington Agreement is based on conversations
13 with counsel.

14 Q Okay.

15 What is the debtor's
16 understanding regarding where the Wellington
17 Agreement transfers to or vests under the plan?

18 MR. BROWN: Same objection.

19 A All of my knowledge surrounding the
20 Wellington Agreement is based on conversations
21 I've had with counsel.

22 Q I'd like to turn to Exhibit 131, the
23 interrogatory responses, specifically No. 18,
24 which asks, "Do you contend that the Wellington
25 Agreement is an Asbestos CIP Agreement?"

1 And the answer provided is,
2 "Subject to and without waiving the General
3 Objections, which are incorporated herein by
4 reference, the Debtor contends that the
5 Wellington Agreement is not an Asbestos CIP
6 Agreement."

7 And then there's a little bit of
8 additional response. I'll let you read that
9 for a second if you would like, and then let me
10 know when you're ready.

11 (The deponent read the
12 document.)

13 A Okay, I'm ready.

14 Q What is your understanding as to why
15 the debtor contends that the Wellington
16 Agreement is not an Asbestos CIP Agreement?

17 MR. BROWN: Same objection.

18 A Again, my knowledge of the Wellington
19 Agreement is based on conversations I've had
20 with counsel.

21 Q What is your understanding regarding
22 the rights under the Wellington Agreement and
23 whether they're being transferred to the
24 Asbestos Trust?

25 MR. BROWN: Same objection.

1 A My -- my knowledge of the Wellington
2 Agreement and related rights are based on
3 conversations I've had with counsel.

4 Q What is your understanding regarding
5 the obligations with respect to the Wellington
6 agreement under the plan?

7 MR. BROWN: Same objection.

8 A My knowledge of the Wellington
9 Agreement is based on conversations that I've
10 had with counsel.

11 Q Turning back to Interrogatory No. 6,
12 we discussed this earlier regarding the 2005
13 agreement.

14 With respect to the statement
15 that the parties' respective rights, duties,
16 defenses, obligations, and liabilities are
17 being preserved with respect to the Wellington
18 Agreement, is this once again based on
19 Section 6.2, to your understanding?

20 A What are you referring to when you
21 say "this"?

22 Q The response to Interrogatory No. 6.

23 A Are you referring to the first or
24 second sentence in there?

25 Q I'm referring to the second sentence

1 with respect to the parties' respective rights,
2 duties, defenses, obligations and liabilities
3 are being preserved.

4 A Yes, the -- the next words after that
5 sentence are "See Plan at 6.2."

6 Q Okay.

7 And we discussed earlier that
8 plan Section 6.2 refers to those rights,
9 duties, defenses, obligations and liabilities
10 under Asbestos Insurance Policies and Asbestos
11 CIP Agreements, correct?

12 A That's correct, yes.

13 Q And so if the Wellington Agreement is
14 not an Asbestos CIP Agreement, what is your
15 understanding as to why 6.2 would apply to
16 preserve the rights?

17 MR. BROWN: Objection to the
18 form of the question. Calls for a legal
19 conclusion.

20 You can answer if you have
21 independent knowledge apart from advice of
22 counsel.

23 A I don't have any independent
24 knowledge. Any knowledge that I have would
25 have come from conversations I've had with

1 with counsel.

2 Q Is it Hopeman's intent for the plan
3 to wipe out claims Travelers may have against
4 other parties other than Hopeman under the
5 Wellington Agreement?

6 MR. BROWN: I object to the form
7 of the question. Calls for a legal conclusion.

8 To the extent you have
9 independent knowledge, you can answer it.

10 A I don't have any -- any independent
11 knowledge that could answer the question.

12 Q Okay. I want to turn back to
13 Travelers' policies.

14 We discussed 13 policies that
15 were listed on Exhibit H earlier. Are you
16 aware that there were two policies that
17 Travelers had issued to the debtor that were
18 exhausted and released under the 2005
19 agreement?

20 A Yes, I believe that's what that --
21 that agreement said.

22 Q Turning back to -- sorry.

23 Turning back to the plan
24 supplement, Exhibit 109, Exhibit H to that, the
25 two policies that were released are not

1 identified on Exhibit H; is that correct?

2 A I believe that to be true. I
3 would -- to verify that, I would want to
4 confirm policy numbers, but -- but I believe
5 that to be true.

6 Q I'll --

7 MR. BROWN: Josh, if you want
8 to -- thank you. I was just going to say if
9 you want to represent it, I'm sure he'll accept
10 it.

11 Q I'll represent to you that neither
12 Travelers Indemnity Policy No. CUP2669174 nor
13 Aetna Policy No. 01XN541WCA is on Exhibit H.

14 A Okay.

15 Q Okay.

16 And is it your understanding
17 that those two policies were not put on
18 Exhibit H because they're released?

19 A Yes.

20 Q Does the debtor contend it has any
21 rights remaining under the released policies?

22 A No.

23 Q Okay.

24 Does the debtor contend that the
25 released policies or any alleged rights

1 thereunder will be transferred to the trust
2 under the plan?

3 MR. BROWN: Josh, can I get some
4 clarification? You're asking -- so the two
5 policies that are not listed, you're asking
6 whether they are being transferred under the
7 plan? Is that your question?

8 MR. TAYLOR: Whether they or the
9 rights thereunder are being transferred to the
10 trust under the plan.

11 A What I would say is that it's the
12 same answer that I've given before.
13 Whatever -- whatever policies and rights that
14 exist would -- would be transferred.

15 Q Okay.

16 So if no rights exist, there
17 would be no transfer to the trust, correct?

18 A That's correct.

19 Q Okay.

20 Do you understand generally how
21 insured asbestos claims and uninsured asbestos
22 claims are treated under the plan?

23 A Yes.

24 Q Okay.

25 And can you generally describe

1 adjourned at 3:09 p.m.)

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C E R T I F I C A T E

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I, Jill K. Ruggieri, Registered Merit Reporter and Certified Realtime Reporter, do certify that the deposition of CHRISTOPHER LASCELL, in the above-captioned matter, on July 1, 2025, was stenographically recorded by me; that the witness provided satisfactory evidence of identification, as prescribed by Executive Order 455 (03-13) issued by the Governor of the Commonwealth of Massachusetts, before being sworn by me, a Notary Public in and for the Commonwealth of Massachusetts; that the transcript produced by me is a true record and accurate record of the proceedings to the best of my ability; that I am neither counsel for, related to, nor employed by any of the parties to the above action; and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.



Jill K. Ruggieri, RPR, RMR, FCRR, CRR

Transcript review was requested of the reporter.