

APPENDIX C

**BEFORE THE COURT-APPOINTED REFEREE
IN RE THE HOME INSURANCE COMPANY IN LIQUIDATION
DISPUTED CLAIMS DOCKET**

In Re Liquidator Number: 2008-HICIL-35
Proof of Claim Number: EMTL 705271-01
Claimant Name: VIAD Corp
Claimant Number:
Policy or Contract Number: HEC 9557416
HEC 9304783
HEC 4344748
Insured or Reinsured Name: VIAD (predecessor The Greyhound
Corporation/ Transportation Leasing
Company)
Date of loss:

SUPPLEMENTAL AFFIDAVIT OF KENNETH RIES

**STATE OF ARIZONA
COUNTY OF MARICOPA**

BEFORE ME, the undersigned authority, personally appeared Kenneth Ries, who, after being duly sworn deposes and states as follows:

1. My name is Kenneth Ries. I have personal knowledge of each of the facts stated in this Affidavit, and am competent to testify to them.
2. On or about January 20, 2009, I signed an affidavit related to Viad's claim with the Home Insurance Company in Liquidation regarding a former property of Greyhound Corporation ("Greyhound") in San Diego, California (hereafter referred to as the "San Diego Site" or the "Site"). This Affidavit serves only to supplement my testimony in the January 20, 2009, Affidavit, and my testimony given during the January 12, 2009, deposition, and is consistent with the testimony previously given.
3. All of my opinions stated in this Affidavit are within a reasonable degree of professional responsibility or certainty.

4. During the period of time that Greyhound owned the San Diego Site, Greyhound was not aware of the contamination on the San Diego Site, and had not undertaken any testing or monitoring of the groundwater or soil, and had not undertaken any type of clean-up efforts. During the time that Greyhound owned the Site, it did not exercise any occupation, use, ownership, possession, control, care, or custody over the groundwater. I know this because I was the manager of the Environmental Engineering Department at Greyhound at that time.

5. When Greyhound first received notice of environmental contamination at the San Diego Site in 1989, Greyhound no longer owned or had an interest in the Site. Greyhound, and then Viad, became involved in and undertook cleanup at the Site based on the liability asserted against Viad as a result of such contamination.

6. After 1987 Greyhound had no ownership interest, by way of contract, deed or otherwise, in the San Diego Site. After Greyhound sold the bus line company to an unrelated entity known as Greyhound Lines ("Greyhound Lines") in 1987, the new Greyhound Lines (to which Viad had no affiliation) owned the San Diego Site. At all times during the remediation of the San Diego Site, Greyhound, and subsequently Viad, did not exercise any occupation, use, ownership, possession, control, care, or custody over either the soil or the groundwater under the Diego Site. During the remediation, the Site was owned by, and in the care, custody, and control of Greyhound Lines, which was and is unrelated to Greyhound and/or Viad.

7. After the first ten years of remediation, using various methods of remediation technologies, at a cost of approximately \$1.8 million, the California Regional Water Quality Control Board ordered Viad to undertake another remediation technology, soil excavation, in order to remediate the groundwater contamination. All of the remediation at the San Diego Site was related to the groundwater. As regards the Site, the Regional Water Quality Control Board

was concerned only with groundwater contamination and remediation, and not soil contamination, except to the extent that the soil contamination impacted the groundwater.

8. Within a reasonable degree of professional probability, it is my opinion that a significant portion of the releases, spills, or overflows that occurred at the San Diego Site that are attributable to Viad happened at least in part during the years August 1966 through June 1972. It is wrong to suggest that I ever testified that no releases, spills, or overflows occurred during the time period from August 1966 through June 1972.


END OF AFFIDAVIT.



KENNETH RIES

**STATE OF ARIZONA
COUNTY OF MARICOPA**

The foregoing instrument was sworn to and acknowledged before me this 2nd day of February, 2009, by KENNETH RIES, who, is personally known to me or who has provided personally known to me as identification, and who did take an oath.



Signature of Notary Public - State of Arizona

DARYL A. HAGG

Print, type or stamp commissioned name of Notary Public
Personally known to me OR Produced Identification _____

Type of Identification Produced

