

## PROOF OF CLAIM

## The Home Insurance Company,

Merrimack County Superior Court, State of New Hampshire 03-E-0106

Read Carefully Before Completing This Form

Please print or type

FOR LIQUIDATOR'S USE ONLY

DATE PROOF OF  
CLAIM RECEIVED

"TLC"

The Deadline for Filing this Form is June 13, 2004.

You should file this Proof of Claim form if you have an actual or potential claim against The Home Insurance Company of any of its former subsidiaries\* ("The Home") even if the amount of the claim is presently uncertain. To have your claim considered by the Liquidator, this Proof of Claim must be postmarked no later than June 13, 2004. Failure to timely return this completed form will likely result in the DENIAL OF YOUR CLAIM. You are advised to retain a copy of this completed form for your records.

1. Claimant's Name: Viad Corp.
2. Claimant's Address: 1850 North Central Avenue  
Phoenix, Arizona 85077
3. Claimant's Telephone Number: (602) 207-5913  
Fax Number: (602) 207-2150  
Email address: dsimmons@dbksmn.com
4. Claimant's Social Security Number, Tax ID Number or Employer ID Number: 36-1169950
5. Claim is submitted by (check one):
  - a) ☒ Policyholder or former policyholder
  - b) ☐ Third Party Claimant making a claim against a person insured by The Home
  - c) ☐ Employee or former employee
  - d) ☐ Broker or Agent
  - e) ☐ General Creditor, Reinsurer, or Reinsured
  - f) ☐ State or Local Government Entity
  - g) ☐ Other; describe: \_\_\_\_\_

If your name, address, e-mail address, or telephone number set forth above are incorrect, or if they change, you must notify the Liquidator so she can advise you of new information.

Describe in detail the nature of your claim. You may attach a separate page if desired. Attach relevant documentation in support of your claim, such as copies of outstanding invoices, contracts, or other supporting documentation.

See attached description and available relevant documentation

6. Indicate the total dollar amount of your claim. If the amount of your claim is unknown, write the word "unknown", BUT be sure to attach sufficient documentation to allow for determination of the claim amount.

\$ see attached (if amount is unknown, write the word "unknown").

7. If you have any security backing up your claim, describe the nature and amount of such security. Attach relevant documentation.

If applicable, see attached

8. If The Home has made any payments towards the amount of the claim, describe the amount of such payments and the dates paid: No payments made

9. Is there any setoff, counterclaim, or other defense which should be deducted by The Home from your claim?

see attached

10. Do you claim a priority for your claim? If so, why: \_\_\_\_\_

11. Print the name, address and telephone number of the person who has completed this form.

Name: David H. Simmons, Esq., de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP

Address: 332 North Magnolia Avenue

Orlando, Florida 32801

Phone Number (407) 422-2454

Email address dsimmons@dbksmn.com

\* The Home Indemnity Company, The Home Insurance Company of Indiana, City Insurance Company, Home Lloyds Insurance Company of Texas, The Home Insurance Company of Illinois, and The Home Insurance Company of Wisconsin.

12. If represented by counsel, please supply the following information:
- Name of attorney: David H Simmons, Esquire
  - Name of law firm: de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP
  - Address of law firm: 332 North Magnolia Avenue  
Orlando, Florida 32801
  - Attorney's telephone: 407-422-2454
  - Attorney's fax number: 407-849-1845
  - Attorney's email address: dsimmons@dbksmn.com

13. If using a judgment against The Home as the basis for this claim:

- Amount of judgment \_\_\_\_\_
- Date of judgment \_\_\_\_\_
- Name of case \_\_\_\_\_
- Name and location of court \_\_\_\_\_
- Court docket or index number (if any) \_\_\_\_\_

14. If you are completing this Proof of Claim as a Third Party Claimant against an insured of The Home, you must conditionally release your claim against the insured by signing the following, as required by N.H. Rev. Stat. Ann. § 402-C:40 I:

I, \_\_\_\_\_ (insert claimant's name), in consideration of the right to bring a claim against The Home, on behalf of myself, my officers, directors, employees, successors, heirs, assigns, administrators, executors, and personal representatives hereby release and discharge \_\_\_\_\_ (insert name of defendant(s) insured by The Home), and his/her/its officers, directors, employees, successors, heirs, assigns, administrators, executors, and personal representatives, from liability on the cause(s) of action that forms the basis for my claim against The Home in the amount of the limit of the applicable policy provided by The Home; provided, however, that this release shall be void if the insurance coverage provided by The Home is avoided by the Liquidator.

\_\_\_\_\_  
Claimant's signature

\_\_\_\_\_  
Date

15. All claimants must complete the following:

I, Stuart Meislik (insert individual claimant's name or name of person completing this form for a legal entity) subscribe and affirm as true, under the penalty of perjury as follows: that I have read the foregoing proof of claim and know the contents thereof, that this claim in the amount of \$28,572,874.00 dollars against The Home is justly owed, except as stated in item 9 above, and that the matters set forth in this Proof of Claim are true to the best of my knowledge and belief. I also certify that no part of this claim has been sold or assigned to a third party. \*\*

Stuart Meislik  
\_\_\_\_\_  
Claimant's signature

\_\_\_\_\_  
Date

*Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.*

16. Send this completed Proof of Claim Form, postmarked by June 13, 2004, to:

The Home Insurance Company in Liquidation  
P.O. Box 1720  
Manchester, New Hampshire 03105-1720

**You should complete and send this form if you believe you have an actual or potential claim against The Home even if the amount of the claim is presently uncertain.**

**\*\* NOTE TO TRUSTEE:** The policies at issue were assigned to a successor corporation when the policyholder sold the corporation and assets insured under various named policies. This claim is submitted on behalf of the policyholder for its interests under various policies that may have arisen prior to the sale of the insured's corporation and assets.

## The Home Insurance Company,

Merrimack County Superior Court, State of New Hampshire 03-E-0106

## CLAIM DESCRIPTION

### Transportation Leasing Co. ("TLC")

In each of the matters and claims set forth in these Proofs of Claim, the Claimant has paid full consideration in the form of premiums for the insurance coverage provided under the Home Policies. All policies that are enclosed with the TCL claims are believed to apply to all claims. The particulars of the Claims are as set forth herein. The identity and amount of the security for any Claim is set forth herein. The amounts of any payments on any Claim are also set forth herein. The sums set forth in the Proofs of Claim are justly due and owing and subject to further verification, there are no set offs, counterclaims, or other defenses except as set forth in the Proofs of Claim. Copies of the insurance policies and other documents upon which these claims are made are attached. The Claimant has made a diligent inquiry regarding the matters set forth in the Proofs of Claim, but based upon the contingent nature of a portion of some of such claims, the claims to that extent are necessarily estimates based upon information presently available. The Claimant therefore reserves the right to amend, supplement, revise, or otherwise modify these claims (including setting forth any right of priority) based upon receipt of additional information.

#### 5. Description of claims:

A. This is a claim for insurance coverage due to environmental contamination of the Oak Grove landfill, a hazardous materials disposal site, in **Anoka, MN**. Oil and possibly solvent contamination was discovered in the groundwater and soil prior to 1993. The insured allegedly generated waste oil and possibly other products that were allegedly disposed of at the Oak Grove landfill, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this landfill site the insured may become secondarily liable for the claim.

B. This is a claim for insurance coverage due to environmental contamination of the bus terminal/vehicle maintenance operations in **Atlanta, GA**. Diesel and oil contamination was discovered prior to 1989. The insured settled with the hotel developer that had acquired the site and who had found the contamination prior to construction. At this time it is unknown whether any contamination has migrated to adjacent properties, but given the site's location there is a substantial risk of exposure for future third party or other claims.

C. This is a claim for insurance coverage due to environmental contamination of the Douglassville recycling site in **Berks County, PA**. Oil and possibly solvent contamination was discovered in the groundwater and soil prior to 1993. The insured allegedly generated waste oil and possibly other products that were allegedly disposed

of with the Douglassville recycler, thus, the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

D. This is a claim for insurance coverage due to environmental contamination of the Clinton-Bender/Bern Metals battery recycling site in **Buffalo, NY**. Lead and acid contamination was discovered in the groundwater and soil prior to 1996. The insured allegedly generated waste lead and acid from batteries that were allegedly disposed of at the Clinton-Bender/Bern Metals landfill/recycling site, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. The site is currently under a state and federally mandated clean up. To the insured's knowledge, a site assessment and remediation is ongoing. The insured paid a settlement sum in 1999 but since this is a designated Superfund site, there is a risk that the matter may be reopened in the future should additional contamination and/or damages be found, including but not limited to natural resource damages and/or third party claims.

E. This is a claim for insurance coverage due to environmental contamination of the Casmalia recycling/disposal site in **Santa Barbara, CA**. Oil and petroleum hydrocarbon contamination was discovered in the groundwater and soil prior to 2000. The insured allegedly generated waste oil that was allegedly disposed of at the Casmalia property, the insured was named as a potentially responsible party for purposes of allocating remediation costs. The insured has settled with the EPA regarding this Superfund site. Additionally, the State of California recently sought compensation of its costs from the parties settling with the Federal EPA. The insured is at risk for liability for claims made by the State of California and the EPA for possible natural resource damages.

F. This is a claim for insurance coverage due to environmental contamination of bus maintenance garage operations in **Cleveland, OH**. Diesel and oil contamination was discovered prior to 1987. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time.

G. This is a claim for insurance coverage due to environmental contamination of garage maintenance operations in **Dallas, TX**. Diesel and oil contamination was discovered in 1988. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time.

H. This is a claim for insurance coverage due to environmental contamination of the bus terminal/vehicle maintenance operations in **Flagstaff, AR**. Diesel contamination was discovered prior to 1985. The site is currently undergoing

remediation efforts pursuant to state mandate and those efforts are expected to continue for some time.

I. This is a claim for insurance coverage due to environmental contamination of the Purity Oil recycling site in **Fresno, CA**. Oil and petroleum hydrocarbon contamination was discovered in the groundwater and soil prior to 1992. The insured allegedly generated waste oil that was allegedly disposed of with Purity Oil, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. The insured entered an early settlement with the EPA in 1997 but because this is a Superfund site, should additional damages be found the case could be reopened. Accordingly, the insured is at substantial risk for additional damages including but not limited to natural resource and/or third party claims.

J. This is a claim for insurance coverage due to environmental contamination of a site located in **Houston, TX**. The site likely involves an underground storage tank, but the insured currently has no further information regarding this site or its potential risk for liability. As additional information is located it will be forwarded with an amended proof of claim.

K. This is a claim for insurance coverage due to environmental contamination of bus terminal operations in **Jacksonville, FL**. Diesel and oil contamination was discovered prior to 1987. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

L. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations for a second site in **Jacksonville, FL**. Diesel and oil contamination was discovered prior to 1989. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

M. This is a claim for insurance coverage due to environmental contamination of the Seaboard Chemical landfill/hazardous materials disposal site, in **Jamestown, NC**. Oil and petroleum hydrocarbon contamination was discovered in the groundwater and soil prior to 1997. The insured allegedly generated waste oil that was allegedly disposed of at the Seaboard Chemical landfill, thus, the insured was named as a potentially responsible party for purposes of allocating remediation costs. The insured entered an early settlement agreement with the EPA in 1997. Since the landfill is a

federal Superfund site, however, there is a risk that the matter may be reopened in the future should additional contamination and/or damages be found, including but not limited to natural resource and/or third party claims.

N. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **Louisville, KY**. Diesel and oil contamination was discovered in 1985. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time.

O. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **Madison, WI**. Diesel and oil contamination was discovered in 1989. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time.

P. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **Memphis, TN**. Diesel and oil contamination was discovered in 1989. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time.

Q. This is a claim for insurance coverage due to environmental contamination of the Gold Coast recycling site in **Miami, FL**. Oil and petroleum hydrocarbon contamination was discovered in the groundwater and soil in 1989. Because the insured allegedly generated waste oil that was allegedly disposed of with Gold Coast, the insured was named as a potentially responsible party for purposes of allocating remediation costs. The insured entered an early settlement with the EPA in 1993. Since the site is considered a Superfund site, however, there is a risk that the matter may be reopened in the future should additional contamination and/or damages be found, including but not limited to natural resource and/or third party claims.

R. This is a claim for insurance coverage due to environmental contamination of bus maintenance and garage operations in **Miami, FL**. Diesel and oil contamination was discovered in 1989. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time.

S. This is a claim for insurance coverage due to environmental contamination of the Union Scrap III recycling site in **Minneapolis, MN**. Oil and possibly solvent contamination was discovered in the groundwater and soil in 1993. The insured allegedly generated waste oil and possibly other products that were allegedly disposed of with Union Scrap III, thus, the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should

Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

T. This is a claim for insurance coverage due to environmental contamination of the Shafer Metal recycling site in **Minneapolis, MN**. Oil and possibly solvent contamination was discovered in the groundwater and soil in 1994. The insured allegedly generated waste oil and possibly other products that were allegedly disposed of with Shafer Metal, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

U. This is a claim for insurance coverage due to environmental contamination of the Operating Industries landfill, a nearly 1000' high hazardous materials disposal site, in **Monterey Park, CA**. A significant number of contaminants were discovered in the groundwater and soil in 1987, including but not limited to benzene, toluene, and chlorinated hydrocarbons. In addition to the groundwater and soil contamination the landfill is emitting highly toxic gases. Because the insured allegedly generated various hazardous waste products that were allegedly disposed of at the Operating Industries landfill, the insured was named as a potentially responsible party for purposes of allocating remediation costs. To the insured's knowledge the site is under both a state and federal consent decree but the site has not yet been fully remediated. The insured has not yet reached a final settlement with the EPA or the State of California. Accordingly, the insured is at risk for past, present, and future remediation costs, natural resource claims, and third party claims made by both the EPA and the State of California.

V. This is a claim for insurance coverage due to environmental contamination of the Booth Oil recycling site in **N. Tonawanda, NY**. Oil and possibly solvent contamination was discovered in the groundwater and soil in 1997. The insured allegedly generated waste oil and possibly other products that were allegedly disposed of with Booth Oil, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

W. This is a claim for insurance coverage due to environmental contamination of the Saad recycling site in **Nashville, TN**. Oil and possibly solvent contamination was discovered in the groundwater and soil in 1990. The insured allegedly generated waste oil and possibly other products that were allegedly disposed of with Saad, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc.

("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

X. This is a claim for insurance coverage due to environmental contamination of the bus terminal and vehicle maintenance operations at the Exxon site located in **New York, NY**. Diesel and oil contamination was discovered in 1989 and an underground storage tank may have been removed as part of the remediation efforts. The insured believes this claim was settled but the date of such settlement is not currently known. At this time the insured has no other information regarding this site or its potential risk for liability. As additional information is located it will be forwarded with an amended proof of claim.

Y. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **Oakland, CA**. Diesel and oil contamination was discovered in 1987. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time.

Z. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **Omaha, NB**. Diesel and oil contamination was discovered in 1989. Six (6) underground storage tanks were removed, the site was fully remediated, and a no further action letter was issued. There are, however, three current monitoring wells on adjacent properties that still reveal the presence of contamination. More importantly, since contamination exists on properties adjacent to the site, the insured is at a significant risk of exposure for continued monitoring costs and possible third party claims.

AA. This is a claim for insurance coverage due to environmental contamination of the PSC Resources recycling site in **Palmer, MA**. Oil and petroleum hydrocarbon contamination was discovered in the groundwater and soil prior to 1992. Because the insured allegedly generated waste oil that was allegedly disposed with PSC Resources, the insured was named as a potentially responsible party for purposes of allocating remediation costs. The insured entered an early settlement with the EPA in 1994. Since this is a Superfund site, however, there is a risk that the matter may be reopened in the future should additional contamination and/or damages be found, including but not limited to natural resource and/or third party claims.

BB. This is a claim for insurance coverage due to environmental contamination of the Petroleum Products recycling site in **Pembroke Park, FL**. Oil and possibly solvent contamination was discovered in the groundwater and soil prior to 1990. The insured allegedly generated waste oil and possibly other products that were allegedly disposed of with Petroleum Products, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however,



Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

CC. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **Phoenix, AZ**. Diesel and oil contamination was discovered prior to 1983. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time.

DD. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **Portland, OR**. Diesel and oil contamination was discovered prior to 1992. The site is currently undergoing remediation efforts pursuant to state mandate and those efforts are expected to continue for some time. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

EE. This is a claim for insurance coverage due to environmental contamination of the Petrochem/Ekotech recycling site in **Salt Lake City, UT**. Oil and possibly solvent contamination was discovered in the groundwater and soil prior to 1992. The insured allegedly generated waste oil and possibly other products that were allegedly disposed of with Petrochem/Ekotech, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

FF. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **San Diego, CA**. Diesel and oil contamination was discovered covering an entire city block prior to 1989. The city block had been remediated efforts pursuant to state mandate. Additionally, one (1) third party claim has already been settled with an adjacent landowner. Given the remediation site's size and location the insured is at a substantial risk for future costs and other third party claims.

GG. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **Santa Rosa, CA**. Diesel and oil contamination was discovered in storm sewers prior to 1996. Pursuant to state mandate the insured was required to provide its former underground tank was not a source of contamination to the storm sewer. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary

responsibility for the assessment costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

HH. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations at the **Seattle, WA** airport. Diesel and oil contamination was discovered prior to 1989. Pursuant to state mandate at least one (1) underground storage tank has been removed and remediation efforts at the site are expected to continue for some time.

II. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **Seattle, WA**. Diesel and oil contamination was discovered prior to 1989. Pursuant to state mandate at least one (1) underground storage tank has been removed and remediation efforts at the site are expected to continue for some time. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

JJ. This is a claim for insurance coverage due to environmental contamination of the South 8<sup>th</sup> Street recycling site in **West Memphis, AR**. Oil and possibly solvent contamination was discovered in the groundwater and soil prior to 1993. The insured allegedly generated waste oil and possibly other products that were allegedly disposed of with the South 8<sup>th</sup> Street recycler, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

KK. This is a claim for insurance coverage due to environmental contamination of bus terminal and vehicle maintenance operations in **Winston-Salem, NC**. Diesel and oil contamination was discovered prior to 1991. Pursuant to state mandate at least one (1) underground storage tank has been removed and remediation efforts at the site are expected to continue for some time as free product is still being removed from recovery wells on the site.

LL. This is a claim for insurance coverage due to environmental contamination of the Great Lakes Asphalt recycling site in **Zionsville, IN**. Oil and possibly solvent contamination was discovered in the groundwater and soil prior to 1993. The insured allegedly generated waste oil and possibly other products that were allegedly disposed of with Great Lakes Asphalt, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has

assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

MM. This is a claim for insurance coverage due to environmental contamination of the Envirochem recycling site in **Zionsville, IN**. Oil and petroleum hydrocarbon contamination was discovered in the groundwater and soil prior to 1987. The insured allegedly generated that was allegedly disposed of at Envirochem, the insured was named as a potentially responsible party for purposes of allocating remediation costs. The insured settled with the EPA in 1990. Since this is a Superfund site, however, there is a risk that the matter may be reopened in the future should additional contamination and/or damages be found, including but not limited to natural resource and/or third party claims.

NN. This is a claim for insurance coverage due to environmental contamination of the Third Site recycler in **Zionsville, IN**. Oil and possibly solvent contamination was discovered in the groundwater and soil prior to 1996. The insured allegedly generated waste oil and possibly other products that were allegedly disposed of with Third Site, thus the insured was named as a potentially responsible party for purposes of allocating remediation costs. Because the insured (TLC) was sold to Greyhound Lines, Inc. ("Greyhound") on or about 1987, however, Greyhound has assumed primary responsibility for the remediation costs of this particular site. Should Greyhound become insolvent or otherwise unable to pay for the clean up associated with this site the insured may become secondarily liable for the claim.

OO. This is a claim for insurance coverage due to environmental contamination that may exist at another **70+** sites previously owned by TLC as a result of either: vehicle maintenance operations and/or waste disposal. Because the insured (TLC) was sold to Greyhound Lines in 1987 the insured currently has no itemized list of the 70+ sites that may be the subject of future claims. The insured is attempting to identify these other sites and will provide an amended proof of claim once the sites are identified.

To the best of the insured's knowledge there are no claims currently pending against it regarding any of the other sites. As the above history indicates,<sup>1</sup> however, there is a very strong likelihood that future claims may be made against any or all of the TLC bus terminal sites and garage sites and/or adjacent properties. Based on the average costs incurred per site to date and depending upon the present or future use of the former TLC sites (i.e., commercial, residential, farming, etc.), the insured runs a significant risk of exposure for liability to governmental agencies and/or private property owners for alleged contamination, remediation, property value diminution, and/or bodily injury claims.

## **6. Total dollar amount of claims:**

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<sup>1</sup> Claims have been made against 41 sites to date, which is 37% of the 110 sites previously owned by TLC.

A.     \$           .00 (known)  
       \$ 200,000.00 (unknown)  
       \$ 200,000.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred minimal or no costs and expenses related to this site. There is, however, a strong possibility that this site may involve liability to the insured for remediation costs, natural resource, and/or third party claims should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

B.     \$   98,829.00 (known)  
       \$   50,000.00 (unknown)  
       \$ 148,829.00 TOTAL ESTIMATED CLAIM

To date, the insured has incurred costs and expenses of approximately \$98,829.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the claim made against it and ultimate settlement. Future costs for discovery of additional contamination and/or possible third party claims are estimated to approximate \$50,000.00.

C.     \$           0 (known)  
       \$ 200,000.00 (unknown)  
       \$ 200,000.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred minimal or no costs and expenses related to this site. There is, however, a strong possibility that this site may involve liability to the insured for remediation costs, natural resource, and/or third party claims should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

D.     \$ 105,425.00 (known)  
       \$ 200,000.00 (unknown)  
       \$ 345,425.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred costs and expenses of \$ 105,425.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site and its defense of the claim made by the EPA. Because this is a Superfund site there is a significant risk of exposure for future damages, including but not limited to natural resource and/or third party claims. Future claims are estimated to approximate \$200,000.00.

E.     \$ 236,264.00 (known)  
       \$ 100,000.00 (unknown)  
       \$ 336,264.00 TOTAL ESTIMATED CLAIM

To date, the insured has incurred costs and expenses of approximately 236,264.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the claim and settlement. Because this is a Superfund site there is a significant risk of exposure for future damages, including but not limited to natural resource and/or third party claims. Future claims are estimated to approximate \$100,000.00.

F.     \$ 328,496.00 (known)  
       \$ 200,000.00 (unknown)  
       \$ 528,496.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred costs and expenses of approximately \$328,496.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site, preparation of a Contamination Status Report and/or a Contamination Assessment Report, developing remediation options, preparing a Corrective Action Plan, and remediation costs. Future claims, including but not limited to possible third party and other claims, are estimated to approximate \$200,000.00.

G.     \$ 257,505.62 (known)  
       \$ 200,000.00 (unknown)  
       \$ 120,821.65 (recovered from State of Texas reimbursement fund)  
       \$ 336,685.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred costs and expenses of approximately \$257,505.62, and recovered \$120,821.65 from a state pollution reimbursement fund. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation, preliminary assessment of the site, and remediation activities. Future costs for continuing remedial activities and possible third party claims are estimated to approximate \$200,000.00. This estimate takes into consideration the possibility that the additional costs may qualify for state reimbursement, and that additional state reimbursement funds are available.

H.     \$ 11,349.14 (known)  
       \$ .00 (unknown)  
       \$ 10,214.23 (recovered from State of Arizona reimbursement fund)  
       \$ 1,134.91 TOTAL ESTIMATED CLAIM

To date the insured has incurred costs and expenses of \$11,349.14, and has recovered \$10,214.23 from the State of Arizona pollution reimbursement fund. Copies of relevant invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site and ultimate full remediation of the site. There is little or no risk that the matter may be reopened in the future, thus, estimated future damages are \$0.

I.     \$ 26,593.00 (known)  
      \$ 100,000.00 (unknown)  
      \$ 126,594.00 TOTAL ESTIMATED CLAIM

To date, the insured has incurred \$26,593.00 in expenses related to this site, including remediation and settlement costs. Because this is a Superfund site, however, there is a significant risk of exposure for future damages including but not limited to natural resource and/or third party claims. Future claims are estimated to approximate \$100,000.00.

J.     \$ 72,798.00 (known)  
      \$ 200,000.00 (unknown)  
      \$ 272,798.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred \$72,798.00 in costs or expenses directly associated with the site assessment and ongoing remedial efforts at the site. The insured currently has no documentation regarding this site and no further information. As additional information is acquired it will be forwarded to the Receiver with an amended proof of claim. Given the nature and location of the site, the amount of money spent on other similar sites, and possible third party claims, future claims are estimated to approximate \$200,000.00.

K.     \$ 392,354.00 (known)  
      \$ 500,000.00 (unknown)  
      \$ 892,354.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred \$392,354.00 in costs or expenses directly associated with the site assessment, preparation of the Contamination Assessment Report and Corrective Action Plan, and remediation activities. Because the site is actively being remediated future claims are estimated to approximate \$500,000.00.

L.     \$ 845,655.16 (known)  
      \$ 200,000.00 (unknown)  
      \$ 1,045,655.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred \$845,655.16 in costs or expensed directly associated with the site assessment, preparation of the Contamination Assessment Report, the Corrective Action Plan, additional documents mandated by the State of Florida, and remediation activities. Because the site is undergoing active remediation and monitoring activities, future claims are estimated to approximate \$200,000.00

M.     \$ 1,853.00 (known)  
      \$ 100,000.00 (unknown)  
      \$ 101,853.00 TOTAL ESTIMATED CLAIM

To date, the insured has incurred \$1,853.00 in expenses related to this site, including remediation and settlement costs. Because this is a Superfund site, however,

there is a significant risk of exposure for future claims, including but not limited to natural resource damages and/or third party claims. Future claims are estimated to approximate \$100,000.00.

N.     \$ 571,923.00 (known)  
         \$ 200,000.00 (unknown)  
         \$ 771,923.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred costs and expenses of approximately \$571,923.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site, preparation of a Contamination Status Report and/or a Contamination Assessment Report, developing remediation options, preparing a Corrective Action Plan, and remediation costs. Estimated future costs, including but not limited to third party or other claims, are estimated to approximate \$200,000.00.

O.     \$ 600,000.00 (known)  
         \$ 50,000.00 (unknown)  
         \$ 570,000.00 (recovered from State of Wisconsin reimbursement fund)  
         \$ 80,000.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred costs and expenses of approximately \$600,000.00, and recovered approximately \$570,000.00 from a state pollution reimbursement fund. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation, preliminary assessment of the site, and remediation activities. Future costs for continuing remedial activities and possible third party claims are estimated to approximate \$80,000.00. This estimate takes into consideration the possibility that the additional costs may qualify for state reimbursement, and that additional state reimbursement funds are available.

P.     \$ 467,685.00 (known)  
         \$ 400,000.00 (unknown)  
         \$ 64,630.00 (recovered from State of Tennessee reimbursement fund)  
         \$ 812,055.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred costs and expenses of approximately \$467,685.00, and recovered \$64,630.00 from a state pollution reimbursement fund. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation, preliminary assessment of the site, and remediation activities. Future costs for continuing remedial activities and possible third party claims are estimated to approximate \$400,000.00. This estimate takes into consideration the possibility that the additional costs may qualify for state reimbursement, and that additional state reimbursement funds are available.

Q.     \$ 112,548.00 (known)  
           \$ 200,000.00 (unknown)  
           \$ 312,548.00 TOTAL ESTIMATED CLAIM

To date, the insured has incurred costs and expenses of approximately \$98,829.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the claim made against it and ultimate settlement. Because this is a Superfund site, however, there is a significant risk of exposure for future damages including but not limited to natural resource and/or third party claims. Future claims are estimated to approximate \$200,000.00.

R.     \$ 532,529.00 (known)  
           \$ 200,000.00 (unknown)  
           \$ 36,386.00 (recovered from State of Florida reimbursement fund)  
           \$ 696,243.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred costs and expenses of approximately \$532,529.00 and recovered \$36,286.00 from a state pollution reimbursement fund. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation, preliminary assessment of the site, and remediation activities. Future costs for continuing remedial activities and possible third party claims are estimated to approximate \$200,000.00. This estimate takes into consideration the possibility that the additional costs may qualify for state reimbursement, and that additional state reimbursement funds are available.

S.     \$             0 (known)  
           \$ 200,000.00 (unknown)  
           \$ 200,000.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred minimal or no costs and expenses related to this site. There is a strong possibility however, that this site may involve liability to the insured for remediation costs, natural resource, and/or third party damages should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

T.     \$             0 (known)  
           \$ 200,000.00 (unknown)  
           \$ 200,000.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred minimal or no costs and expenses related to this site. There is a strong possibility however, that this site may involve liability to the insured for remediation costs, natural resource, and/or third party damages should



Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

U.     \$ 486,925.00 (known)  
       \$ 1,000,000.00 (unknown)  
       \$ 30,772.00 (recovered from other settling parties)  
       \$ 1,456,153.00 **TOTAL ESTIMATED CLAIM**

To date the insured has incurred costs and expenses of \$ 105,425.00 and has recovered \$30,772.00 from other settling parties. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site and its defense of the claim made by the EPA. Because this is a Superfund site there is a significant risk of exposure for future costs, including but not limited to remediation, natural resource, and/or third party claims. Future claims are estimated to approximate \$1,000,000.00.

V.     \$ 0 (known)  
       \$ 200,000.00 (unknown)  
       \$ 200,000.00 **TOTAL ESTIMATED CLAIM**

To date the insured has incurred minimal or no costs and expenses related to this site. There is a strong possibility however, that this site may involve liability to the insured for remediation costs, natural resource, and/or third party damages should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

W.     \$ 0 (known)  
       \$ 200,000.00 (unknown)  
       \$ 200,000.00 **TOTAL ESTIMATED CLAIM**

To date the insured has incurred minimal or no costs and expenses related to this site. There is a strong possibility however, that this site may involve liability to the insured for remediation costs, natural resource, and/or third party damages should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

X.     \$ 0 (known)  
       \$ 100,000.00 (unknown)  
       \$ 100,000.00 **TOTAL ESTIMATED CLAIM**

The insured currently has no information regarding this site other than the fact that diesel and oil contamination was discovered at a former Exxon station in New York, NY in 1989, and that an underground storage tank may have been removed as part of the remediation efforts. The insured believes the claim was settled but currently has no documents available to demonstrate the settlement and/or remediation costs incurred by the insured. As documents regarding this settlement and the full nature of the claim

become available the documents will be forwarded to the Receiver. Given that this site involved an underground storage tank there is a possibility that contamination may have migrated onto adjacent sites, giving rise to potential third party claims. Future claims are estimated to approximate \$100,000.00.

Y.     \$   **617,121.00** (known)  
          \$   **500,000.00** (unknown)  
          \$   **817,121.00** **TOTAL ESTIMATED CLAIM**

To date the insured has incurred costs and expenses of approximately \$617,121.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site, preparation of a Contamination Status Report and/or a Contamination Assessment Report, developing remediation options, preparing a Corrective Action Plan, and remediation costs. Future costs and possible third party or other claims are estimated to approximate \$500,000.00.

Z.     \$   **73,809.51** (known)  
          \$   **500,000.00** (unknown)  
          \$   **573,509.00** **TOTAL ESTIMATED CLAIM**

To date the insured has incurred costs and expenses of approximately \$73,809.51. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site, preparation of a Contamination Status Report and/or a Contamination Assessment Report, developing remediation options, preparing a Corrective Action Plan, remediation costs, and obtaining a no further action letter. Despite the no further action letter, however, the insured will continue to incur costs for the monitoring wells placed on adjacent parcels. Given the presence of free product in those three monitoring wells future costs and possible third party and other claims are estimated to approximate \$500,000.00.

AA.    \$   **41,988.00** (known)  
          \$   **100,000.00** (unknown)  
          \$   **141,988.00** **TOTAL ESTIMATED CLAIM**

To date, the insured has incurred costs and expenses of approximately \$41,988.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the claim and settlement. Because this is a Superfund site there is a significant risk of exposure for future damages, including but not limited to natural resource and/or third party claims. Future claims are estimated to approximate \$100,000.00.

BB.    \$           **0** (known)  
          \$   **200,000.00** (unknown)  
          \$   **200,000.00** **TOTAL ESTIMATED CLAIM**

To date the insured has incurred minimal or no costs and expenses related to this site. There is a strong possibility however, that this site may involve liability to the insured for remediation costs, natural resource, and/or third party damages should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

CC.	\$	241,104.00	(known)
	\$	100,000.00	(unknown)
	\$	235,383.00	(recovered from State of Arizona reimbursement fund)
	\$	<u>105,721.00</u>	<b>TOTAL ESTIMATED CLAIM</b>

To date the insured has incurred costs and expenses of approximately \$241,104.00, and recovered \$235,383.00 from a state pollution reimbursement fund. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation, preliminary assessment of the site, and remediation activities. Future costs for continuing remedial activities and possible third party claims are estimated to approximate \$100,000.00. This estimate takes into consideration the possibility that the additional costs may qualify for state reimbursement, and that additional state reimbursement funds are available.

DD.	\$	162,053.00	(known)
	\$	300,000.00	(unknown)
	\$	<u>462,053.00</u>	<b>TOTAL ESTIMATED CLAIM</b>

To date the insured has incurred costs and expenses of approximately \$162,053.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site, preparation of a Contamination Status Report and/or a Contamination Assessment Report, developing remediation options, preparing a Corrective Action Plan. Should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation, the insured may become liable for remediation costs, natural resource, and/or third party claims. Accordingly, future claims are estimated to approximate \$300,000.00.

EE.	\$	0	(known)
	\$	200,000.00	(unknown)
	\$	<u>200,000.00</u>	<b>TOTAL ESTIMATED CLAIM</b>

To date the insured has incurred minimal or no costs and expenses related to this site. There is a strong possibility however, that this site may involve liability to the insured for remediation costs, natural resource, and/or third party damages should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

FF.    \$ 3,001,580.00 (known)  
       \$ 1,000,000.00 (unknown)  
       \$ 4,001,580.00 **TOTAL ESTIMATED CLAIM**

To date the insured has incurred costs and expenses of \$ 3,001,580.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site and claim, preparation of a Contamination Status Report and/or a Contamination Assessment Report, developing remediation options, preparing a Corrective Action Plan, and implementing remediation measures. Because there is ongoing remediation at this one-city block site, and because at least one third party claim has already been settled, there is a significant risk of exposure for future third party or other claims. Accordingly, future claims are estimated to approximate \$1,000,000.00.

GG.    \$ 56,143.50 (known)  
       \$ 200,000.00 (unknown)  
       \$ 256,143.50 **TOTAL ESTIMATED CLAIM**

To date the insured has incurred costs and expenses of approximately \$56,143.50. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site, preparation of a Contamination Status Report and/or a Contamination Assessment Report, developing remediation options, preparing a Corrective Action Plan. Should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation, the insured may become liable for remediation costs, natural resource, and/or third party claims. Accordingly, future claims are estimated to approximate \$200,000.00.

HH.    \$ 10,849.00 (known)  
       \$ 200,000.00 (unknown)  
       \$ 210,849.00 **TOTAL ESTIMATED CLAIM**

To date the insured has incurred costs and expenses of approximately \$10,849. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation, preliminary assessment of the site, and remediation activities. Future costs for continuing remedial activities and possible third party claims are estimated to approximate \$200,000.00.

II.    \$ 492,535.00 (known)  
       \$ 200,000.00 (unknown)  
       \$ 692,535.00 **TOTAL ESTIMATED CLAIM**

To date the insured has incurred costs and expenses of approximately \$492,535.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site, preparation of a Contamination Status Report and/or a Contamination

Assessment Report, developing remediation options, preparing a Corrective Action Plan. Should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation, the insured may become liable for remediation costs, natural resource, and/or third party claims. Accordingly, future claims are estimated to approximate \$200,000.00.

JJ.     \$                0 (known)  
          \$ 200,000.00 (unknown)  
          \$ 200,000.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred minimal or no costs and expenses related to this site. There is a strong possibility however, that this site may involve liability to the insured for remediation costs, natural resource, and/or third party claims should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

KK.     \$ 227,816.00 (known)  
          \$ 500,000.00 (unknown)  
          \$ 86,510.00 (recovered from North Carolina State reimbursement fund)  
          \$ 641,306.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred costs and expenses of approximately \$227,816.00, and recovered \$86,510.00 from a state pollution reimbursement fund. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation, preliminary assessment of the site, and remediation activities. Future costs for continuing remedial activities and possible third party claims are estimated to approximate \$500,000.00. This estimate takes into consideration the possibility that the additional costs may qualify for state reimbursement, and that additional state reimbursement funds are available.

LL.     \$                0 (known)  
          \$ 200,000.00 (unknown)  
          \$ 200,000.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred minimal or no costs and expenses related to this site. There is a strong possibility however, that this site may involve liability to the insured for remediation costs, natural resource, and/or third party damages should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

MM.     \$     3,000.00 (known)  
          \$ 100,000.00 (unknown)  
          \$ 103,000.00 TOTAL ESTIMATED CLAIM

To date the insured has incurred costs and expenses of \$ 105,425.00. Copies of relevant and available invoices and checks issued on the invoices are attached. These costs are directly related to the insured's investigation of the site and its defense of the claim made by the EPA. Because this is a Superfund site there is a significant risk of exposure for future damages, including but not limited to natural resource and/or third party claims. Future claims are estimated to approximate be \$100,000.00.

NN.   \$                   0 (known)  
       \$   200,000.00 (unknown)  
       \$   200,000.00   **TOTAL ESTIMATED CLAIM**

To date the insured has incurred minimal or no costs and expenses related to this site. There is a strong possibility however, that this site may involve liability to the insured for remediation costs, natural resource, and/or third party damages should Greyhound Lines become insolvent or otherwise unable to pay for the necessary remediation. Future claims are estimated to approximate \$200,000.00.

OO.   \$                   0 (known)  
       \$   10,000,000.00 (unknown)  
       \$   10,000,000.00   **TOTAL ESTIMATED CLAIM**

Although to date the insured has incurred little or no costs or expenses associated with the **forty-one (41)** TLC sites noted above, given past history regarding the TLC sites (37% of the sites to date have been the source of pollution claims) there is a strong possibility that the insured may face significant exposure for governmental agency and third party claims. Future claims are, therefore, estimated to approximate \$10,000,000.00

**7.   Security backing up our claim**

To our knowledge, there is no security backing up these claims.

**9.   Any setoff, counterclaim, or other defense which should be deducted from claim**

Claims: A through F; I through N; Q; S; T; V through BB; DD through KK and MM through PP

The insured has received no money from any source, including but not limited to any state pollution recovery fund or other insurance.

Claims: G, H, O, P, R, U, CC, and KK

The insured has received some reimbursement from state recovery funds as noted above under each of the individual claims and, in one case, from other settling parties.

INDEX TO DOCUMENTS SUBMITTED FOR TLC  
ANOKA, MN CLAIM (A)

- Consent Decree
- Memo re: gallons and cubic yards
- U.S. DOJ correspondence 1/22/96
- Correspondence to/from EPA 1993-1994
- Oak Grove cost recovery/contribution list
- Affidavit of Bert Anderson and correspondence re: same (2 copies) 2/28/94, 3/1/94
- Additional information on settlers with the Oak Grove host's cost recovery with contribution list

INDEX TO DOCUMENTS SUBMITTED FOR TLC  
ATLANTA, GA CLAIM (B)

- No documents available at this time.



**INDEX TO DOCUMENTS SUBMITTED FOR TLC**  
**BERKS COUNTY, PA CLAIM (C)**

- Court Documents re: *US v. Berks Associates et al* 6/14/95, 3/7/95, 10/26/94, 11/1/94, 6/30/94, 5/24/94, 6/20/94, 5/5/94, 4/25/94
- Correspondence re: *US v. Berks Associates et al* 4/25/94, 5/13/94, 12/9/93, 11/12/93
- Court Documents re: *US v. Berks Associates et al* 2/23/94, 2/21/94, 10/7/93
- Proof of claim and related correspondence 1/5/94
- Disbursement requests
- Correspondence 1995
- Correspondence re: *US v. Berks Associates et al* & Court documents re: same 1994, 10/21/93
- Third Amendment to the 3<sup>rd</sup> Party Complaint with attached exhibits

INDEX TO DOCUMENTS SUBMITTED FOR TLC  
BUFFALO, N.Y. CLAIM (D)

- Invoices 1992

**INDEX TO DOCUMENTS SUBMITTED FOR TLC**  
**SANTA BARBARA, CA CLAIM (E)**

- Settlement Offer Acceptance 2000
- Correspondence re: Casmalia Disposal Site 1998 – 1999
- Administrative Order Casmalia Disposal Site 1999
- Financial Review of Casmalia Disposal Site 2000
- Correspondence re: EPA Review of site 2000
- Partial consent decree 2003

**INDEX TO DOCUMENTS SUBMITTED FOR TLC**  
**CLEVELAND, OH CLAIM (F)**

**CORRESPONDENCE**

- June 8, 1996 – from Parsons – Monthly monitoring report, attached monitoring summary re: ground water pollution.
- April 4, 1995 – from Parsons – Monthly monitoring report, attached monitoring summary re: groundwater pollution (free product).
- December 12, 1991 – To K. Ries – re: release motor oil (40% reimbursement) attach correspondence dated February 13, 1990 from Ohio Dept. of Commerce re: corrective action guidance.
- November 25, 1987 – Remediation at GLI advise consider recommendation.

**INVOICES**

- July 1999 to January 2000
- June 1993 to May 1998
- November 1989 to January 1992
- 1989 – 1993

**INDEX TO DOCUMENTS SUBMITTED FOR TLC**  
**DALLAS, TX CLAIM (G)**

- Invoices –  
December 1999 – January 2000  
1997, June, March, April, February January  
1996, September, October, November
- Re: State reimbursement correspondence from Greyhound to TLC
- Brown & Caldwell site assessment (Phase I and II)
- Environmental Materials, Inc. (EMI) November 1990
- Correspondence from Greyhound to TLC re: tank removal August 20, 1990
- Correspondence from Greyhound to Texas Water Commission re:  
assessment of subsurface release of diesel fuel April 4, 1989
- Correspondence from TLC TO Greyhound Lines re: Responsibility for  
remediation expenses – February 13, 1989
- Correspondence to D. Muir from Greyhound re: 1/14/86 phone call and tank  
leakage

**INDEX TO DOCUMENTS SUBMITTED FOR TLC**  
**FRESNO, CA CLAIM (I)**

- Settlement Note 8/18/98
- Pleadings (Purity oil)
- Purity Oil Superfund Correspondence (1/3/96 – 3/11/97)
- Letter, Dragna to Judge Phillips re: First Amended Facilities List, 2/16/96
- Barton depositions
- Fax to Purity Oil Sales ADR participants from Cheryl Nunn, 12/3/97 re: mailing list
- Fax to ADR participants re: update on Consent Decree and DTSC, 4/21/97
- Letters re: invoices; and attached invoice for Graham & James LLP
- Redline version of original DOJ Consent Decree and raised draft Consent Decree from 4/14/97 negotiating session with DOJ/EPA
- Fax to ADR participants from Daniel Boone re: Purity Oil sales site, 12/22/95
- Fax to Purity ADR participants from Sandra Waddell, 12/8/95 re: memo from Boone & Associates
- Fax from Erika Herbold to William Arbitman, 11/6/95 with enclosed Stay of Accelerated Mediation Schedule
- 10/30/95 invoice
- Fax from Kristin Miyagi to William Arbitman, 9/15/95 with enclosed Stay of Accelerated Mediation Schedule
- Letter to DR participating parties from Layn Phillips re: Stay of Accelerated Mediation Schedule, 9/13/95
- 8/6/95 invoice
- Letter/attachments to ADR participating parties re: commencement of Purity ADR, 7/18/95
- Handwritten note
- Letter with Attachments from William Arbitman to Anthony Chirg re: Purity Oil ADR
- Fax from William Arbitman to Boone & Associates re: Purity Oil Superfund Site – ADR Authorization, 5/31/95
- Letter from Anthony Chirg to Robert Wilmoth re: Purity Oil Superfund Site, ADR meeting 5/16/95 (with attachments)
- Letter from Kenneth Finney re: Effective date of the Purity Oil Administrative order on Consent, 1/7/94 with attachments
- Letter from Kyle Beaty to Ries re: Purity Oil Superfund site, 9/22/94
- Letter from Thomas Duggan to Matthew Strassberg (U.S. EPA) re: Purity Oil Superfund Site, 9/1/94
- Letter from Nicholas van Aelstyn to Amy Fraenkel re: Purity Oil Sales Superfund Site 9/29/94

**INDEX TO DOCUMENTS SUBMITTED FOR TLC  
FRESNO, CA CLAIM (I) (continued)**

- Fax from LeBueuf to Van Aelstyn re: Purity Oil Sales Superfund Site – candidates for mediator/arbitrator, 8/25/94
- Martindale Hubbell reports
- Gregorio, Haldeman & Piazza information
- Invoice from Heller, Ehman, White & McAuliffe 8/18/94
- Invoice from Heller, Ehman, White & McAuliffe 8/2/94
- Letter to all PRP's re: Purity Oil Superfund Info/Update from Strassberg, 7/26/94
- Letter to EPA re: Purity Oil Superfund info/update from Michael Scott Feeley, 5/31/94
- Service List, UPS/Purity Oil Superfund Site
- Service List update, 5/27/94
- Service List update, 5/19/94
- Service List, UPS/Purity Oil Superfund Site
- Service List updates 4/5/94
- Notice of Deposition for McLeod and Panecaldo 3/25/94
- Letter re: settlement of OU2 – Purity Oil Superfund to Daniel Boone from Ries, 1/11/94 with attached Administrative Order on Consent
- Letter to Robert Wilmoth re: effective date of the Purity Oil Administrative Order on Consent, 1/10/94
- Article on Environmental stigma damages
- Letter to participants in Purity Oil Sales re: Appointment of local liaison counsel, 9/17/93
- Memo to W.A. Arbitman from Ries re: TLC's consideration of the Administrative Order on Consent, 12/7/93, with enclosures
- Memo to Purity Oil participants from de minimus PRP Group Executive Committee re: proposed Administrative Order on Consent, 11/10/93
- Letter from Armida Flores re: Purity Oil Administrative Consent Order for Remedial Design with enclosures, 10/4/93
- Letter with enclosed correspondence from Luci Amaro to Ries re: Superfund, 8/3/93
- Faxed Superfund volumetric analysis, 8/17/93
- Letter from Chin to Wilmoth re: status of negotiations between EPA and Purity Oil, 6/30/94
- Letter from Amaro to Ries re: Superfund memo and correspondence, 6/22/93 (includes settlement proposal correspondence)
- Correspondence re: GLI facilities, 7/12/93
- Notes and fax re: EPA proposal for partial settlement, 6/30/93
- Fax re: AOC – "Standstill Tolling Signature" to Wilmoth/Ries from Ching
- Fax from Ries to Ching re: AOC consideration, 12/7/93
- Memo from Ries to Arbitman re: AOC consideration, 12/7/93
- PRP Pledge of \$500

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- Correspondence from Amaro to Ries re: Superfund with enclosed correspondence, 7/8/93
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- Memo to participants from de minimus PRP Group Executive Committee with AOC by EPA, letter from Keith Tanaka of EPA, and Standstill/tolling agreement, 11/10/93
- Letter re: article on Purity toxic waste cite (enclosed) from Ching to Wilmoth, 12/1/93
- Fax from Finney to participants re: negotiations with EPA and steering committee, 10/1/93
- Correspondence 9/93
- Correspondence 6/93 (includes information re: settlement proposal)
- Correspondence – 5/93, 4/93, 7/92 (including info re: deposition of Bob Barton, 6/92 (includes EPA notice letter)
- PRP list
- Correspondence from EPA to list re: Purity Oil Sales Superfund Site
- Superfund – Referenced Facilities Chart
- EPA article – “EPA Revised Proposed Plan for Soil Cleanup ...” (one copy in Spanish)
- Purity Oil Sales Site – Consent Decree – 4/21/98; 12/29/98
- Court documents re: *U.S. and CA v. Chevron, et al* 11/2/98; 10/29/98
- Correspondence re: Site Work Agreement and Consent Decree 2/20/98; Final Settlement Documents 12/3/97
- Purity Site Work Agreement
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- Parsons June 1996 Monthly Monitoring Report (with attachments)
- Bioventing Pilot Test Report November 1993

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- Correspondence from Wisconsin Department of Commerce – November 28, 2003, re: closed remediation sites
- Correspondence from M. Watson April 20, 2001, to Wisconsin Dept. of Commerce Report re: results of groundwater monitoring
- M. Watson correspondence to VIAD, November 4, 1999, re: request for closure – draft request for closure
- Correspondence re: PECFA closed site cleanup progress 1997 M. Watson discharge monitoring reports
- Semi-Annual status report May 1997- November 1997
- Groundwater Monitoring Report – 1997
- Mid-State Associates, Inc. Analytic Report 7/01/90
- May 21, Monthly status report
- PECFA Reimbursement claim documents (May 1, 2001)
- Correspondence re: letter of credit 4/11/04
- Correspondence re: Request for information for PECFA claim – November 22, 2000, from Montgomery Watson
- Correspondence re: non storm water discharge – Montgomery Watson – City of Madison
- Montgomery Watson monthly status report February 8, 2001, April/May November 2000, May/June, July & August 2000
- Canceled checks for PECFA – November 3, 2000
- Correspondence re: groundwater monitoring by Montgomery Watson September 12, 2000
- Correspondence re: denial of closure letter from Montgomery Watson to Wisconsin Department of Commerce
- Correspondence regarding draft request for closure 6/17/00
- Correspondence re: request for closure December 9, 1999
- Correspondence, December 16, 1999, acceptance of work order
- Correspondence on December 15 re: same M. Watson/Viad
- October 19, 1999 canceled checks
- Report September 14, 1999 re: discharge report form
- April 12, 1999 semi annual status report by Montgomery Watson re: groundwater contamination
- Correspondence and Invoices (includes Warzyn monthly status reports; Remedial Investigation Work Plan, 3/23/90) 1989 – 1998
- Wisconsin Department of Industry, Labor and Human Relations PECFA fund overview

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- Remedial Action Plan Addendum II May 1997 (with attached appendices)
- Contamination Assessment Report August 1991 (with attached appendices)
- Remedial Action Plan June 1992
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- Court documents – *Buto & Emelina v. "21" International Holdings, Inc.*
- Third Partial Consent Decree with attached exhibits
- *TLC v. CA* court order 10/28/93
- Hydrogeological Investigation Report, 12/18/92
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- Tax Department requested documents, for 1997-2000
- Draft, Eighth Partial Consent Decree
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- Court documents – 4<sup>th</sup> Partial Consent Decree; Partial Consent Decree with attached appendices) and 3<sup>rd</sup> Partial Consent Decree (with attached exhibits) 2 copies
- OII pleadings 1990 – 1993
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- EPA's notification of potentially interested parties at Palmer Superfund 4/23/92
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- Correspondence re: settlement and overpayment check and information
- Correspondence re: service of Process and Order on 1/31/95, 11/2/95, 11/7/95
- EPA article – "Over 160 Parties Agree to Pay"
- Court pleadings re: *U.S. v. AMF Reece et al* and *Commonwealth of MA v. AMF Reece et al*, rec'd 1/25/75; other court pleadings rec'd 11/5/94
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- Letter from B & L to Hydrologist, 8/10/99
- Letter, B& L to Ries re: Addendum 5 to contract, 6/28/99
- Letter/fax Ries to BGL re: his terminal, 8/23/99
- Memo, Rise to Goldman re: EMION report, 8/10/95
- Letter, Blue to Ervanian re: Phase II analysis, 6/9/95
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- Memo to Wheeler re: right to reimbursement, 6/12/95
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- Monitoring Well Investigation 1990
- Correspondence re: EMCON 1995
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- Arizona Dept. Of Environmental Quality Packet 1996 – 97
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- Invoices March 27, 1998
- Correspondence to Jim Clarke March 3, 1998
- Multiple Release Site Characterization Report January 1998
- State Assurance Fund Reimbursement
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- Correspondence April 1998 – December 1999
- Correspondence re: Arizona Dept. of Env. Quality
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- Dissolved – Phase Groundwater Corrective Action Plan August 1998
- Invoice re: Phoenix site clean-up costs 1998
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- Bi-Annual Remedial Progress Report Jan. 21, 2002) re: December 12, 2001 groundwater sampling event
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- Weighmaster Certificate documents
- Correspondence 06/01 – 08/14/01
- AMEC's Addendum No. 1 to summary of recently completed environmental remediation activities 7/24/01
- PSI Inspection Reports
- Summary of recently completed Environmental Remediation Activities (June 2001) (3 copies)
- San Diego Garage General Correspondence
- Addendum No. 1 to summary report of identified soil disposal, treatment, reuse activities (with attachments)
- Summary Report of identified soil disposal, treatment, reuse activities
- 2000 Semi-annual report for floating product remediation and groundwater monitoring (with attached appendices)
- San Diego garage correspondence 5/02 – 5/03
- Draft copy of the addendum to the request for closure of Floating Product Remediation and Groundwater Monitoring Report 1/15/03 (2 copies)
- Invoices 10/02 – 5/03
- Revised Human Health Risk Assessment for the proposed Development, 3/6/00
- 2002 Annual Report for Floating Product Remediation and Groundwater Monitoring 1/29/03
- Addendum No. 5 to Summary of Recently Completed Environmental Remediation Activities
- Draft of 2002 Annual Report 1/23/03
- Second draft Request for Closure of Floating Product Remediation and Groundwater Monitoring 1/7/03
- Draft Request for Closure of Floating Product Remediation and Groundwater Monitoring 12/2/02
- Draft of 2002 Semi-Annual Report for Floating Product Remediation and Groundwater Monitoring 9/20/02
- Addendum No. 3 to Summary of Recently Completed Environmental Remediation Activities 8/1/02
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- Applied Consultants Test Reports 1989
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- Correspondence re: Cleanup and abatement order 1991
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- Correspondence April 16, 2002 VIAD to AMEC re: Scope of services and incurred/projected costs
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- Correspondence re: AMEX following procedures November 26, 2001
- Correspondence Nov. 26, 2001 to San Diego Regional Water Quality Control Board
- Correspondence from California Regional Water Control Board July 2, 2001 re: comments on complete remediation report submitted in compliance with California water code
- Correspondence from County of San Diego Department of Environmental Health to TLC re: soil re-use
- California Region Water Quality Control Board November 15, 2001 re: Remediation Report
- Reimbursement request 10/11/01
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- Groundwater Monitoring Report: August 24, 2001 Geometrix
- Check for \$91,607.71 to EPA hazardous substance Superfund
- Correspondence including invoices dated April 22, 2004, February 25, 1997, February 13, April 9, September 18
- Charge Order \$5,000.00 February 2004
- AMEC Bill \$20,976.55 – > \$4, 023.45 12/23/03
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- Fax re: Remediation Agreement 8/12/99
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- Email from Dennis to Ries re: San Diego property 7/24/99
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- Lillick and McHose invoices 1988 – 1989
- Letter from Ries to Surge re: hearing 6/14/89
- Fax from Surge to Ries with underground storage tanks removal project 6/16/89
- Letter to John Anderson from L & M re: request for public hearing 6/27/89
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- EPA Correspondence 1994 (including draft agenda)
- Administrative Order on Consent for Remedial Design
- Correspondence 7/22/96 – 7/14/98 (Includes amended complaint; Administrative Order on consent for remedial design for source control operable unit; Amended proof of claim of U.S on behalf of U.S. EPA; attachments
- Correspondence 4/14/93 – 6/27/97 (includes general notice letter from EPA)
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- Evaluation of Free-Product Recovery Methods 2/5/00
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- Article on settlement "180 parties agree . . . "
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