

EXHIBIT A

Natural Resource Damage Assessment Settlement

RESTORATION PLAN

**Fort Wayne Reduction Site
Allen County, Indiana**

Submitted: March 29, 2000

**Prepared for:
SC Holdings, Inc. and the Participating Generators Group
C/O Mr. Jim C. Forney
Waste Management, Inc.
19200 W. 8 Mile Road
Southfield, MI 48075**

**Prepared By:
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Warsaw, IN 46581-1101**

Natural Resource Damage Assessment Settlement

RESTORATION PLAN

Fort Wayne Reduction Site
Allen County, Indiana

March 2000

INTRODUCTION

This Restoration Plan is submitted by SC Holdings, Inc. and the Participating Generators Group to settle claimed natural resources damages arising out of or associated with the Fort Wayne Reduction Site in Allen County, Indiana. Implementation of this plan will be conducted by SC Holdings, Inc. and the Participating Generators Group. (See Attachment A for a listing of The Participating Generators Group.)

This settlement and restoration reflects a restoration-based approach to addressing the injuries claimed to have been caused by hazardous substance(s) releases associated with the Fort Wayne Reduction Site. The settlement and restoration was developed using the habitat equivalency approach, similar to that described by Unsworth and Bishop (1994). The plan reflects a negotiated settlement position which the Trustees and the alleged responsible parties (SC Holdings, Inc., and the Participating Generators Group) believe will adequately restore natural resources, and the services they provide. This plan will be implemented by SC Holdings, Inc., the Participating Generators Group, and/or their agents with Trustee oversight and approval.

PROJECT BACKGROUND AND HISTORY OF THE LANDFILL SITE

The 35-acre Fort Wayne Reduction Site is a former municipal landfill and waste disposal facility located east of the City of Fort Wayne, Indiana along the Maumee River. Between 1967 and 1976, wastes were accepted at the facility.

The Site was placed on the National Priorities List (NPL) in 1986. A long term remedial action plan to clean up the Fort Wayne Reduction Site was finalized in the Record of Decision, signed August 26, 1988. On July 18, 1989, SCA Services of Indiana, Inc., which has been merged into SC Holdings, Inc., entered into a Consent Decree with USEPA and IDEM to implement the remedy at the Fort Wayne Reduction Site. The remedy was constructed in phases from 1990 through 1994. The remedy consisted of a soil cover over the eastern and western portions of the site, a drum removal and off site waste disposal operation, and the installation of a groundwater collection and treatment facility. Groundwater collection and treatment continues, with the treated groundwater being discharged to the Fort Wayne Sanitary Sewer System. Operation and maintenance activities began following completion of the construction of each phase, and are ongoing. The remedial action for the site was funded by SC Holdings, Inc. and certain Settling Defendants.

Project
Duration

Brief
project
Description

The federal and state Trustees¹ subsequently asserted a natural resources damages claim against SC Holdings, Inc. and certain Settling Defendants. The Trustees have entered into a Consent Decree with SC Holdings, Inc. and the Participating Generators Group to resolve all natural resources damages claims arising out of or associated with the Fort Wayne Reduction Site. This Restoration Plan has been developed pursuant to that Consent Decree.

BOTTOMLAND/RIPARIAN HABITAT

The purpose of this Restoration Plan is to permanently retire approximately 75+- acres of farm land located in the Maumee River floodplain. Approximately 47+- acres of converted bottomland will be reforested with native hardwood trees and shrubs. This project will provide compensation for injuries claimed to habitat along the Maumee River at the Fort Wayne Reduction Site.

The reforested bottomland/riparian habitat will provide a number of environmental benefits, including wildlife habitat and local improvement in water quality. The project will convert agricultural land that provides little ecological services into a habitat complex that will provide numerous foraging, resting, and nesting habitat for both resident and migratory wildlife species. The bottomland/riparian project will provide habitat for aquatic wildlife species, such as insects and other arthropods, amphibians, reptiles, and waterfowl. Once implemented, this plan will protect approximately 1 mile of riparian habitat along the Maumee River that is subject to frequent and severe flooding.

Sediment removal is probably one of the most recognized benefits associated with riparian areas. The increased plant cover in the riparian area will help reduce the movement of sediment and other suspended solids from surface runoff. Sediment, a nonpoint source pollutant, is one of the major forms of pollution that affects local water quality. The riparian area will help improve water quality by acting as a buffer to the adjacent stream. The buffering effect reduces the sediment and nutrient load to the adjoining stream, thus improving the habitat for many beneficial aquatic plants, insects, and bottom dwelling fish. Sediment removal will also help provide additional flood control. Large deposits of sediment can overfill stream channels, greatly increasing the potential for flooding. The riparian area will capture the sediment and help maintain the water carrying capacity of the Maumee River.

The proposed bottomland/riparian reforestation project fits within the context of the 1995 Maumee River Basin Flood Control Master Plan. One of the selected components is a Basin-wide program of wetland preservation, restoration, and enhancement to prevent and/or mitigate the effects of a 100-year flood in the Basin's flood hazard areas. This proposed project will contribute significantly to the ongoing conservation efforts in the watershed.

¹The United States Fish and Wildlife Service is acting on behalf of the Department of the Interior, the federal Trustee Agency, and the State Trustees are the Indiana Department of Environmental Management and the Indiana Department of Natural Resources.

PROJECT SCOPE

1. Project Location

SC Holdings, Inc. and the Participating Generators Group have acquired the following property and restore/reforest it as discussed below.

1. SC Holdings, Inc. and the Participating Generators Group have acquired approximately 75+- acres located along the north side of Parrot Road and adjacent to the Maumee river. SC Holdings, Inc. and the Participating Generators Group will restore/reforest approximately 47 +- acres on this tract. (Map #1)

NOTE: The 75+- acres is hereinafter referred to cumulatively as the "Property."

2. Former Land Use

The Property was formerly being row-cropped in a corn/soybean rotation despite the recurring frequency of damaging floods. An Allen County Soil and Water Conservation District aerial photograph from 1939 indicates that the aforementioned areas have been actively farmed for more than 50 years. Floodway zoning restrictions prevent any future development on this Property.

3. Soils and Project Suitability

The Allen County Soil Survey indicates that the soil association for this project is entirely in the Eel-Martinsville-Genesee Association. These soils are described as deep, well drained and moderately well drained soils, typically found on bottomlands and stream terraces. Eel silt loam (Es) and Genesee silt loam (Gh) and (Gm) are the three most predominant soils on the Property. (See Map # 2) These bottomland soils are typically quite productive despite the threat of serious flooding and streambank erosion. Native vegetation was mostly water tolerant hardwood trees. Reforesting these soils with native water tolerant trees and shrubs is the best management practice for these areas. The likelihood for project success is quite high due to the fact that the original habitat is being restored.

4. Planting Scheme/Species

A 9' x 9' planting scheme for this bottomland hardwood reforestation project has been selected. This spacing will result in the planting of approximately 540 trees per acre. The trees will be planted every nine feet (9') within the rows and nine feet (9') between the rows. This planting scheme is both approved and recommended by government agencies (U.S. Fish and Wildlife Service and Indiana Department of Natural Resources) for establishing native hardwood trees. The 540 trees per acre will provide a diverse planting that allows for both natural mortality and natural regeneration of hardwood seedlings. The planting scheme will encourage the establishment of a diverse natural bottomland hardwood forest.

Native water tolerant trees/shrubs will be used to restore the original habitat. A diverse selection of trees will be used to allow for micro-changes in topography, soils, and drainage patterns. All trees will be obtained from reputable private nurseries and/or state nurseries located within the same geographic area (not more than 200 miles apart) to prevent problems related to geographic adaptability. A minimum of eight species will be planted. All nursery material will be free of pests and diseases.

The following list of tree/shrub species has been selected for use with this project. All of the following species are native and naturally occurring in Indiana. These species have been selected for their ability to tolerate wet conditions. Final species selection will depend upon nursery availability.

NURSERY MATERIALS

Pin oak	Cherry Bark oak	Bur oak	Swamp White oak
Green ash	River birch	Red maple	Swamp Chestnut oak
Hackberry	Red-osier dogwood	Shumard oak	Sycamore
Buttonbush	Silky dogwood	Eastern Cottonwood	

5. Project Maintenance

Project maintenance will consist of annual herbicide applications for the control of competing weeds and grasses. The first year's weed control will be applied at the time of planting. Annual respraying will be completed each Spring following the planting for two additional years. A total of three years of weed control will be provided to ensure a successful establishment.

Weed control will be accomplished by applying a 2-3' wide band of herbicide over the top of the planted seedlings. A commercially available forestry product, such as Oust or Princep will be used. All applications will be made according to government approved labeling and usage restrictions.

6. Project Success Criteria

The aforementioned Property is located in the 100-year floodplain of the Maumee River and is subject to frequent and severe flooding. Although native water tolerant trees and shrubs have been selected for this bottomland reforestation project, seedling mortality may occur if prolonged flooding occurs during the growing season. Due to this potential for flooding, a 50% seedling survival rate after five years has been selected for this project, and a minimum of five species must be represented in the surviving seedlings. The 50% criteria for successful development of the bottomland/riparian habitat will be based upon actual flooding events as noted in the annual reports. If the reforested areas do not meet the criteria at the end of the five-year period, remedial plantings will be completed to meet the success criteria.

Project Goal

7. Monitoring

The reforested bottomland habitat will be monitored for a period of five years after completion of the initial planting. Monitoring will be conducted by SC Holdings, Inc., the Participating Generator Group, and/or their agents with Trustee oversight and will commence after one complete growing season has passed. Site visits (two to three per year) will be made primarily between May 1 and October 15. Special effort will be taken to visit the site during flood events to document the impact of actual flood events on the project area. The monitoring plan will observe the following guidelines:

Eval.

1. Three permanently marked transect test plots of approximately 1 acre will be established within the reforested areas. Total percent stem survival and species survival rates will be estimated. Data will be recorded for each transect test plot.

2. A minimum of three permanent photographic stations will be set up at key vantage points within the reforested areas to provide visual documentation of development of the areas.
3. Wildlife use will be noted through informal surveys.

8. Annual Report

An annual report based on the results of each year's inspection will be provided to the Trustees by November 30 of each monitoring year. The report will include information on percent stem survival, photographic documentation, and an informal description of wildlife use. A general discussion on the growing season will also be submitted to highlight any environmental factors (flooding/drought) that may have taken place during the monitoring year.

9. National Environmental Policy Act (NEPA) Compliance

Natural resource damage assessment restoration plans that result in a negligible change in the use of the affected areas have been included as categorical exclusions for NEPA compliance for actions implemented by the U.S. Fish and Wildlife Service (516 DM 6 Appendix 1.) Additionally, restoration implementation will include those types of activities that are also considered categorical exclusions [516 DM 6 Appendix 1.4, B(6) and B(11)]. Therefore, this project complies with the requirements of NEPA.

10. Impacts on Cultural Resources

Impacts on Cultural Resources - for any restoration alternatives considered, the potential for project activities to affect prehistoric and historic resources, Native American human remains and cultural objects will be determined early in project planning. To this end, the procedures in 36 CFR 800 implementing Section 106 of the National Historic Preservation Act, requirements of the Native American Graves Protection and Repatriation Act, and policies and standards specified in the Fish and Wildlife Service Manual 614 FW 1-5 will be achieved.

11. Deed Restriction/Perpetual Protection - Long Term Management

A Deed Restriction (in the form of a Conservation Easement Pursuant to IC 32-5-2.6-1 through 7) will be imposed on the entire Property, which upon approval by the Trustees and timely implementation thereof, will be deemed to satisfy the requirement in paragraph 35(b) of the Consent Decree. The Restriction will prohibit any future alteration of the Property which would detract from its intended ecological function. The land use restriction will not, however, restrict the construction and maintenance of walking trails, observation platforms, or similar facilities created for public use. The Deed Restriction will be recorded with the Allen County Records Office within 45 days following entry of the Consent Decree.

During the period of the implementation of this Restoration Plan, the Property shall be conveyed to the "Indiana Department of Natural Resources, Division of Fish and Wildlife." At the Trustees option, the IDNR may either (1) continue to hold the Property, or (2) donate the Property to some other appropriate entity on terms and conditions approved by the Trustees, such as the Fort Wayne Parks and Recreation Department. The Property may be incorporated into the Park Department's existing River Greenway Program. Recreational opportunities such as hiking, bird watching, and nature studies will be allowed.

improvement in well-being

Project Milestones and Schedule

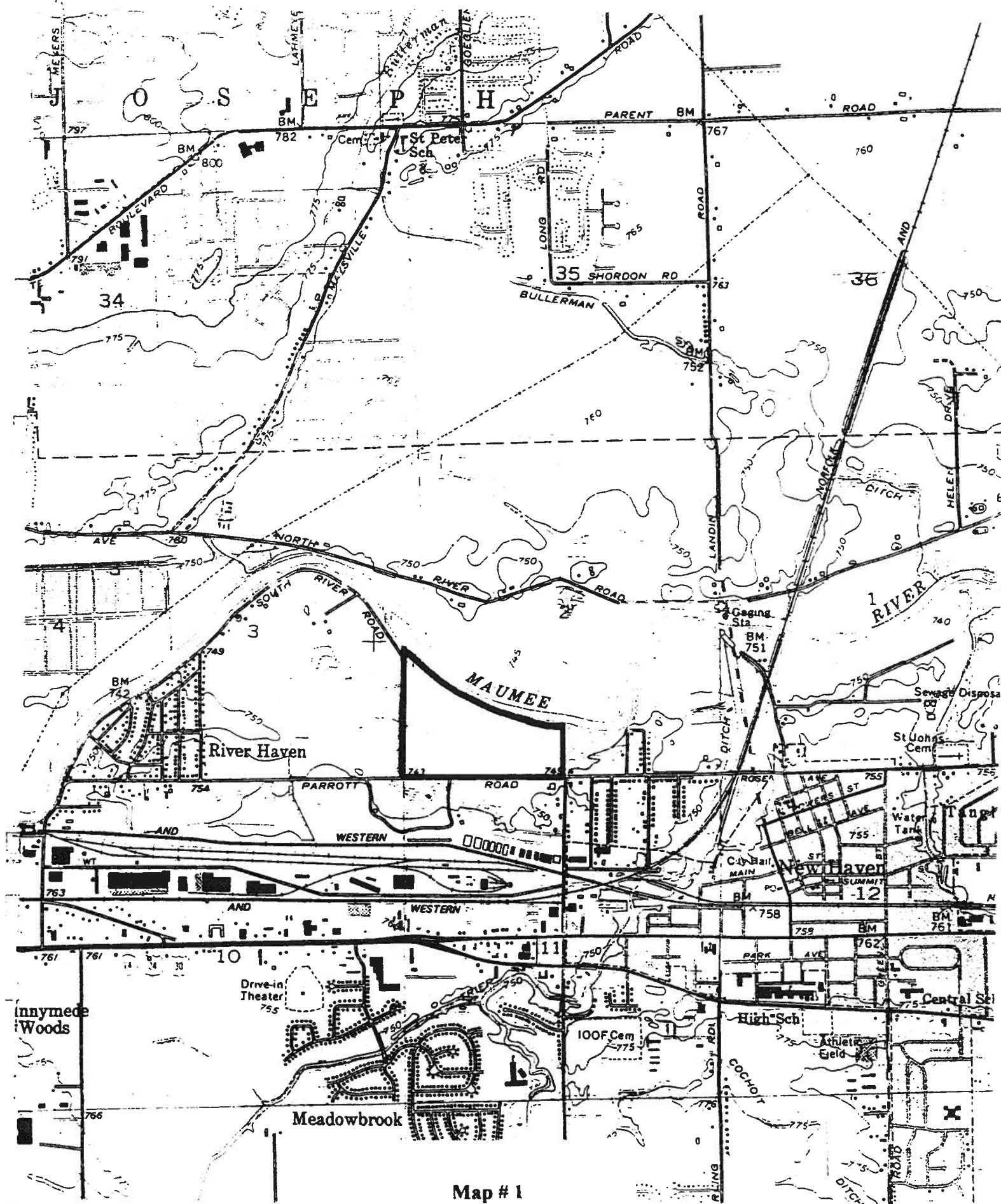
<u>MILESTONE</u>	<u>SCHEDULE</u>
Consent Decree Entry	-----
Property Acquisition	SC Holdings, Inc. acquired the Property on October 8, 1999.
Deed Restrictions	Deed restrictions will be placed on the Property no later than 45 days following entry of the Consent Decree.
Reforestation - Initial Planting	Planting will begin not later than the spring of 2001 assuming the Consent Decree is entered by September 1, 2000. At the option of Sc Holdings, Inc. and the Participating Generators, the planting may be delayed if the Consent Decree is entered at a later date.
Project Maintenance (Herbicide Application)	Annually, with the first application occurring at the time of the Initial Planting, and subsequent reapplication occurring during the spring for each of the subsequent two (2) years.
Monitoring	Site visits (two to three per year) will occur during the time period from May 1 through October 15 for a period of five (5) years following completion of the Initial Planting.
Annual Report	An annual report will be provided to the Trustees by November 30 of each year following completion of the Initial Planting for a period of five (5) years.
Project Success Review	In the fall following the fifth year after the Initial Planting, the 50% criteria will be evaluated and, if necessary, remedial plantings will be recommended. Remedial plantings will be completed the following spring.

ATTACHMENT A

Fort Wayne Reduction Superfund Site Allen County, Indiana

Restoration Plan March 2000

SC Holdings, Inc.
Aeroquip Corporation
Allen County Motors, Inc.
Colwell/General, Inc.
Daimler-Chrysler Corporation
Dana Corporation
General Electric Company
Indiana Michigan Power Company
ITT Corporation
Joslyn Corporation a/k/a Joslyn Manufacturing Company
Keefer Printing, Inc.
Michelin North America, Inc.
Navistar International Transportation Corp.
Phelps Dodge Industries, Inc.
Phillips Electronics North America Corporation, successor-in-interest to Magnavox
Electronic Systems Company
Potlatch Corporation
Kimberly-Clark Tissue Company, successor-in-interest to Scott Paper Company
The Essex Group, Inc.
Tokheim Corporation
United Technologies Automotive Systems, Inc. f/k/a Sheller-Globe Corp.



Map # 1
Allen County, IN
Topographic Location Map

(Joins sheet 52)

R. 13 E.



(Joins sheet 71)

Ms03 R1B2 R1B2 HaA

Map # 2
Allen County, IN
Soil Survey Sheet # 62

0 $\frac{1}{2}$ Mile Scale 1:15 840 0

CONSERVATION EASEMENT

This Conservation Easement is hereby granted and created by the current owner of the Real Estate (as defined below), **SC Holdings, Inc.** ("Owner"), pursuant to Ind. Code §32-5-2.6-2. The Owner establishes this Conservation Easement as a non-possessory interest in the Real Estate (as defined below), in favor of the following "Holders," as defined by Ind. Code §32-5-2.6-1: (a) the Natural Resource Trustees with jurisdiction over lands, water, plants and wildlife in Indiana, as those trustees are designated pursuant to 42 USC 9601, *et seq.*; and (b) Indiana Department of Environmental Management; and (c) the Indiana Department of Natural Resources (collectively referred to herein as "Holders"). This Conservation Easement applies to the following Real Estate acquired by Owner pursuant to those deeds dated October 8, 1999, and recorded October 21, 1999, at Document No. 99-0077178 and 99-0077179 in the office of the Recorder of Allen County, Indiana:

The South fraction of the Southwest Quarter of Section 2, Township 30 North, Range 13 East, containing 72.65 acres more or less, except all legal roads and highways.

BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS FOLLOWS:

Part of the Fractional Southwest Quarter of Section 2, Township 30 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Beginning at a railroad spike monumenting the southeast corner of said Fractional Southwest Quarter; thence North 89 degrees 29 minutes 36 seconds West (the east line of said Fractional Southwest Quarter is assumed to be due north-south and is utilized as the basis for all bearings relative this description) along the south line of said Fractional Southwest Quarter, being within the right-of-way of Parrot Road, a distance of 2593.85 feet to a 5/8 inch diameter rebar monumenting the southwest corner of said Fractional Southwest Quarter; thence North 01 degrees 30 minutes 32 seconds East along the west line of said Fractional Southwest Quarter, being within the right-of-way of Nail Road, a distance of 2549.60 feet to a 5/8 inch diameter rebar with an orange identification cap stamped "ANDERSON FIRM #0029" on the southwesterly top of bank of the Maumee River; thence southeasterly along said southwesterly top of bank the following described bearings and distances:

South 39 degrees 01 minutes 34 seconds East, a distance of 230.58 feet to a point; thence South 25 degrees 05 minutes 08 seconds East, a distance of 138.01 feet to a point; thence South 24 degrees 53 minutes 42 seconds East, a distance of 138.65 feet to a point; thence South 09 degrees 18 minutes 41 seconds East, a distance of 100.93 feet to a point; thence South 34 degrees 23 minutes 22 seconds East, a distance of 193.83 feet to a point; thence South 32 degrees 39 minutes 48 seconds East, a distance of 345.51 feet to a point; thence South 52 degrees 41 minutes 13 seconds East, a distance of 280.90 feet to a point; thence South 54 degrees 12 minutes 53 seconds East, a distance of 383.67 feet to a point; thence South 66 degrees 56 minutes 53 seconds East, a distance of 273.26 feet to a point; thence

South 75 degrees 13 minutes 00 seconds East, a distance of 327.07 feet to a point; thence South 74 degrees 34 minutes 20 seconds East, a distance of 354.09 feet to a point; thence South 82 degrees 07 minutes 37 seconds East, a distance of 305.40 feet to a point; thence South 77 degrees 12 minutes 37 seconds East, a distance of 211.33 feet to a 5/8 inch diameter rebar with an orange identification cap stamped "ANDERSON FIRM #0029" on the east line of the said Fractional Southwest Quarter; thence South 00 degrees 00 minutes 00 seconds East along said east line, a distance of 823.44 to the point of beginning, containing 77.82 acres of land, more or less, subject to legal right-of-way for Parrot Road and Nail Road (said right-of-ways containing 2.82 acres of land, more or less), to the Legal Drainage Easements for the Rodenbeck No. 1 Drain, Bandeller No. 1 Drain and Bandeller Br. #2 Drain, to all other Legal Drainage Easements for any legal open and/or drain tiles, being on or within 75 feet of the above described parcel, subject to a 7 feet wide General Telephone Company of Indiana, Inc. easement, dated February 20, 1963, recorded February 27, 1963, in Deed Book 616, Page 178, in the Office of the Recorder of Allen County, Indiana, and to all other easements of record located thereon.

("Real Estate")

This Conservation Easement is being established pursuant to a settlement with the State and Federal governments which is contained in a "Consent Decree" approved by the United States District Court on _____, 2000. *See U.S. & Indiana v. SC Holdings, Inc.*, Cause No. _____. The terms of this Conservation Easement should be construed and applied to effect the Objectives of the Parties, as stated in Paragraph 4 of the Consent Decree:

4. *The objectives of the Parties in entering into this Consent Decree are: to provide for the restoration, replacement, or acquisition of the equivalent of the injured, destroyed, or lost Natural Resources and to compensate for the alleged Natural Resources Damages to the Natural Resources at the Site; to compensate the public for the "interim losses" resulting from such alleged injured, destroyed, or lost Natural Resources, as defined in 43 C.F.R. 11.80(b)(1996); . . . and to resolve the Settling Defendants' and the Cashout Parties' liability for Natural Resource Damages as provided herein.*

Pursuant to the Objective of the Parties and Ind. Code §32-5-2.6-2(c), this Conservation Easement is unlimited in duration, perpetual, runs with the land, and shall not be merged or otherwise destroyed by any subsequent conveyance of Real Estate to any Holder or any other governmental body or charitable corporation. The Owner and Holders agree that the terms of this Conservation Easement are as follows:

1. No commercial, industrial, agricultural, or residential development is allowed. There shall be no new buildings of any kind built on this Real Estate. There shall be no farming.
2. No activities, actions, or uses of the land shall be permitted that would be detrimental to or adverse to good soil and water conservation practices, or adverse to good to fish

and wildlife habitat conservation. Accepted Best Management Practices must be used for the conservation of forest habitat, and the conservation of other fish, wildlife or plant habitat areas. Best Management Practices may include preventing excessive damage caused by excessive wildlife browsing or grazing, and preserving the Restoration completed by the Parties pursuant to the Restoration Plan _____, as attached to the Consent Decree.

3. There shall be no alteration of the Real Estate which would detract from its intended ecological function. The land use restriction will not, however, restrict the construction and maintenance of walking trails, observation platforms, or similar facilities created for public access to or observation of forest, plants, fish or wildlife habitat. Recreational opportunities such as hiking, bird watching, and nature studies will be allowed, so long as such activities are compatible with the intended ecological function of the real estate.

4. Selective timber harvest or timber stand improvement may occur following completion of the restoration plan if approved by the Natural Resource Trustees with jurisdiction over lands, water, plants and wildlife in Indiana, as those trustees are designated pursuant to 42 USC 9601, *et seq.*, as well as by the Indiana Department of Environment Management and by the Indiana Department of Natural Resources.

Date: _____, 2000

SC Holdings, Inc.

By: _____

Reference Document Nos. 99-0077178 and 99-0077179.

STATE OF)
) SS:
COUNTY OF)

Before me, _____, a notary public of the above county and state, personally appears _____, an officer of SC Holdings, Inc., and on behalf of the corporation, acknowledges his signature as the duly authorized person to sign this Conservation Easement on behalf of the corporation.

Date: _____, 2000

(Signature)

County of Res.

My. Comm. Exp.

(Printed)

This instrument prepared by **Vincent J. Heiny**, Attorney at Law, Haller & Colvin, P.C., 444 East Main Street, Fort Wayne, Indiana 46802, Telephone: (219) 426-0444.

FOR THE STATE OF INDIANA

APPROVED AND ACCEPTED BY THE HOLDERS

Larry D. Macklin, Director
Department of Natural Resources

Date: _____, 2000

APPROVED:

Betty Cockrum, Comm.
Department of Administration

By: _____

Date: _____, 2000

Peggy Boehm, Director
State Budget Agency

By: _____

Date: _____, 2000

Frank O'Bannon, Governor

By: _____

Date: _____, 2000

Approved as to Form and Legality,
Jeffrey A. Modisett, Attorney General

By: _____

Date: _____, 2000

EXHIBIT B

Fort Wayne Reduction Superfund Site Settling Defendants

SC Holdings, Inc.
Aeroquip Corporation
Allen County Motors, Inc.
Colwell/General, Inc.
Daimler-Chrysler Corporation
Dana Corporation
The Essex Group, Inc.
General Electric Company
Indiana Michigan Power Company
ITT Corporation
Joslyn Corporation, a/k/a Joslyn Manufacturing Company
Keefer Printing, Inc.
Kimberly-Clark Tissue Company, successor- in- interest to Scott Paper Company
Michelin North America, Inc.
Navistar International Transportation Corp.
OmniSource Corporation
Phelps Dodge Industries, Inc.
Phillips Electronics North America Corporation, successor-in-interest to Magnavox
Electronic Systems Company
Potlatch Corporation
Tokheim Corporation
United Technologies Automotive Systems, Inc. f/k/a Sheller-Globe Corp.

EXHIBIT C

Fort Wayne Reduction Superfund Site Cashout Parties

Acme Waste Systems, Inc. (Successor
in Interest to Top Disposal, Inc. and
Acme Disposal)

American Premier Underwriters, Inc.

The Boler Company
(Successor in Interest to Hendrickson
Tandem Corp.)

Borden, Inc.

Borg-Warner Automotive

Branstrator Aluminum Products Corp.

Chalfant-Perry Klaehn Funeral Home, Inc.

C.L. Schust Co., Inc.

C.M.S. Roofing, Inc.
(Successor in interest to C. Miller & Son,
Inc.)

Collins Motor Co., Inc.
(a/k/a Collins Oldsmobile, Inc.)

Connor Corporation
(f/k/a AKRO Products, Inc.)

Consolidated Airways, Inc.

Consolidated Rail Corp.

Cooper Tire & Rubber Company

Corning Incorporated
f/k/a Corning Glass Works

CTS Corporation (fka Global Tool and
Automation Corp.)

Dahm Brothers, Inc.

Deister Concentrator Company, Inc.

Coyote Network Systems, Inc. (f/k/a Diana
Corporation, successor in interest to Lake
End Sales, div. of Roundy's, Inc.)

Don Ayers Pontiac, Inc.

Fleetwood Motor Homes of Indiana, Inc.

The Fonda Group

Fort Wayne Air Service, Inc.

Fort Wayne Clutch, Inc.

Fort Wayne Foundry Corporation

Fort Wayne Newspapers, Inc.

Fort Wayne State Developmental Center
(f/k/a Fort Wayne State Hospital)

Fox and Fox Frame Service, Inc.

Glenbrook Dodge, Inc.
(Successor in interest to Fort Wayne Dodge)

The Glidden Company (for Glidden Paint
Co. and Glidden Paint Center)

GTE, Inc.
(a/k/a GTE North Inc., f/k/a General
Telephone company)

Harris-Kayot, Inc.

Icon, Incorporated
(f/k/a Custom Craft, Inc. or Customcraft
Corp.)

Indianhead Truck Lines, Inc.

Industrial Piping & Engineering Corp.

Kelley Chevrolet, Inc.
(f/k/a Hefner Chevrolet, Inc.)

Kmart Corporation

Knepper Cartage, Inc.

Kunkle Industries, Inc., Kunkle Valve
Division.

Limited Corp.
f/k/a Gladieux Refinery, Inc.

The Lutheran Hospital of Indiana, Inc
(f/k/a Lutheran Hospital of Fort Wayne).

Lydall, Inc.

Meadow Gold Dairies, Inc.
(f/k/a Eskay Meadow Gold Dairy)

Michel Tire Co.
(Successor in interest to Fortmeyer Tire
Center)

Indiana National Guard

National Plastics Corporation

National Serv-All, Inc.
(f/k/a B&B Disposal, C&C Disposal,
Napier Disposal, Scott Disposal, and Woods
and Ideal Disposal Services)

Northern Indiana Public Service Company

Parkview Memorial Hospital, Inc.

Pepsi-Cola General Bottlers, Inc.

Plastic Composites Corporation

Poinsatte Motors, Inc.

Prairie Farms Dairy, Inc.
(f/k/a Allen Dairy Products, Inc.)

Prentice Products Corporation

Protective Coatings, Inc.

Qualex, Inc.
(Successor in interest to Howard's Photo
Lab, Gaurdian Industries Corp. and
Continental, Inc.)

Rieke Corporation

Ancilla Systems, Inc. (f/k/a Saint Joseph
Medical Center of Fort Wayne, Inc.)

Sears, Roebuck And Co.

Zollner Pistons LLC (f/k/a Zollner Corporation)

Seyfert Foods, Inc.

Sherriff-Goslin Company

Dimension Ford North, Inc. (f/k/a Summit City Ford, Inc., successor in interest to Bob Jackson Ford, and Delagrange Ford Sales, Inc.)

Kenworth of Indianapolis, Inc. (successor in interest to Summit-GMC Kenworth, Inc., successor in interest to General Sales Truck Corp.)

Triangle Fleet Services And North American Van Lines, Inc.

Tom Kelley Buick-GMC Truck, Inc.

Troy Textile Service, Inc.
(f/k/a Troy Towel Supply)

U.S. Dept. of Veterans Affairs

Van Wert County, Ohio

Wayne/Scott Fetzer Company; Scott Fetzer Company

Western Auto Supply Company

CBS Corporation (f/k/a Westinghouse Electric Corporation) for Westinghouse Beverage Group, Inc.
(Successor in interest to Seven-Up Kemmerer Bottling Group)