

Third-Party Defendant TRMI-H, (“Respondent”) hereby provides its Supplement to Initial Disclosure pursuant to Case Management Order ("CMO") XII and all prior CMO's relating thereto and with respect thereto states as follows:

Reservations and Comments

1. Respondent reserves the right to object to the production of any documents or other information on any ground, including relevance and undue burden, and to assert any applicable privilege, including the attorney-client privilege, the work product doctrine, the common interest doctrine, confidentiality, trade secret, State and Federal Homeland Security confidentiality and any other applicable protection. These disclosures are not intended to prejudice or waive any privileges or objections Respondent may have with respect to any outstanding or subsequent requests for discovery.

2. Respondent reserves its rights to challenge the competency, relevancy, materiality and admissibility of, or to object on any grounds to the use of, any of the documents produced during disclosure at the trial or any other action or proceeding.

3. Respondent reserves its rights to rely on any facts, documents or other evidence that may develop or come to Respondent's attention during the course of this matter. Respondent's responses are set forth herein without prejudice to its rights to assert additional objections or supplement its responses should Respondent discover additional grounds for doing so during the course of this matter. Respondent reserves all rights to supplement or amend these responses at any time prior to trial.

4. Respondent's investigation in this matter is continuing. Accordingly, it reserves the right to supplement, clarify, and revise these disclosures to the extent

additional information becomes available or is obtained through discovery. Further, Respondent reserves the right to amend these disclosures to the extent the claims brought by or alleged against Respondent in this litigation are amended.

5. Respondent's production excludes electronically stored information ("ESI"), if any, inasmuch as the discovery protocol for ESI has not yet been developed.

6. "Alleged Discharges" shall have the meaning set forth in the Court's CMO VIII.

7. "Sites", per CMO VIII, shall be defined as those site(s) or properties with which a Third-Party Defendant is associated in a Third-Party Complaint. The Site with which Respondent is associated in the Third-Party Complaint is known as the Newark Terminal.

8. Document Production requirements set forth in CMO XII, paragraph 21 are read in concert with CMO VIII, paragraph 3 and CMO V, paragraph 8 ("Additional Discharger") incorporated by reference in CMO XII, paragraph (1). The Amended Production Requirements are answered with reference to the Alleged Discharges as defined in CMO VIII.

9. As noted in the preceding paragraph, CMO XII Paragraph 21 must be read in conjunction with prior CMO's as such, the Excepted Information Categories of CMO VIII are applicable to Respondents' production. Without prejudice to or waiver of that position, Respondent is voluntarily producing documents herewith that would otherwise fall within the Excepted Information Categories.

10. Documents subject to claims of privilege are listed and generally described in a privilege log submitted herewith.

11. As reflected in its Initial Disclosure, Respondent sold the Newark Terminal in 1985 and, as such, only a limited number of documents exist to our knowledge relating to the operations thereof.

Production as to Paragraph 21(c) Requests

1. A copy of all Documents relating to the following information for the site(s), properties and/or operations with which the Third-Party Defendant is associated in the Third-Party Complaints:

- i. The release or discharge of Hazardous Materials from or at that Third-Party Defendant's properties or operations.

Response - Documents responsive to this request, to the extent available, are on the enclosed discs.

- ii. The operations, manufacturing and/or production processes, any Hazardous Materials stored or utilized on the property, and any sampling that took place on the property and any sampling or testing of the materials, by products or waste products used in connection therewith;

Response - Documents responsive to this request, to the extent available, are on the enclosed discs.

- iii. Sampling results from environmental, chemical, or biological testing conducted at that Third-Party Defendant's properties; and

Response - Documents responsive to this request, to the extent available, are on the enclosed discs.

- iv. Any communications involving that Third-Party Defendant and any branch, department, agency or instrumentality of municipal, State or federal government relating to any discharges or releases of Hazardous Materials or this litigation.

Response - Without waiving its position that such documents fall within the exception set forth in CMO VIII, documents responsive to this request, to the extent available, are on the enclosed disc.

2. Any Documents relating to any industrial waste containing Hazardous Materials that was transported to, processed or treated at, or discharged from any of the sites and/or properties with which a Third-Party Defendant is associated in the Third-Party Complaints.

Response - Documents responsive to this request as to the Alleged Discharge, to the extent available, are on the enclosed discs.

3. Any insurance or indemnity agreement under which another person or entity may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy said judgment.

Response - In 2005, Respondent's affiliate entered into a Settlement Agreement and Release with Powertest Realty Company, Limited Partnership, Getty Properties Corp. and Getty Refining Corp. regarding responsibility for the investigation and clean-up of the Site. The Agreement contained certain reciprocal indemnity provisions. The document is confidential and is not being produced herewith.

Production as to Paragraph 21(b) Requests

Copies of all non-privileged Documents other than electronic email discovery, that relate to:

- (i.) The alleged discharge of any hazardous wastes, hazardous substances, pollutants or contaminants (“Hazardous Materials”) to the Newark Bay Complex;

Response - See, Paragraph 5-9, above. See, Response to Paragraph 21c 1, i., above.

- (ii.) The potential pathways and methods by which the Hazardous Materials have been released to the Newark Bay Complex, as well as the quantity, nature and toxicity of such Hazardous Materials;

Response - See, Paragraph 5-9, above. See, Response to Paragraphs 21(c), 1, i. - iv., above.

- (iii.) Other actions relating to properties or operations that may have adversely impacted the environmental condition of the Newark Bay Complex

Response - See, Paragraph 5-9, above.

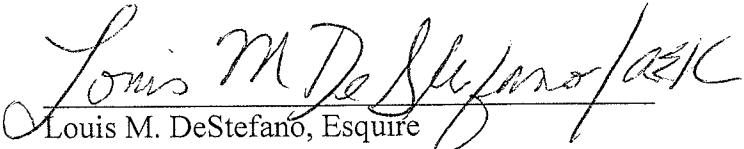
- (iv.) The costs and damages costs and damages sought in connection with any alleged discharge of Hazardous Materials.

Response - See, Paragraph 5-9, above. Respondent notes that all cross-claims and counterclaims and Fourth-Party claims are stayed in the present action and , as such, it has made no such claim against parties in this action at this time.

Dated: January 27, 2011

Respectfully submitted,

BUCHANAN INGERSOLL & ROONEY, P.C.
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TRMI-H, LLC


Louis M. DeStefano, Esquire