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YPF Holdings, Inc. and CLH Holdings, Inc.

NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION and THE  
ADMINISTRATOR OF THE NEW JERSEY  
SPILL COMPENSATION FUND,

Plaintiffs,

v.

OCCIDENTAL CHEMICAL CORPORATION,  
TIERRA SOLUTIONS, INC., MAXUS  
ENERGY CORPORATION, REPSOL YPF,  
S.A., YPF, S.A., YPF HOLDINGS,  
INC. AND CLH HOLDINGS,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
ESSEX COUNTY

DOCKET NO. L-009868 05

**CIVIL ACTION**

**DEFENDANT CLH HOLDINGS,  
INC.'S RESPONSES TO  
PLAINTIFFS' PERSONAL  
JURISDICTION INTERROGATORIES**

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Pursuant to Rule 4:17-4 of the New Jersey Rules Governing Civil Practice, Defendant CLH Holdings, Inc. ("CLHH") hereby submits the following Answers and objections to Plaintiffs' Interrogatories.

**RESPONSE TO INSTRUCTIONS AND DEFINITIONS**

CLHH hereby objects to the instructions and definitions set forth in Plaintiffs' Interrogatories to the extent that they seek to impose additional requirements beyond what is mandated by the Rules of Court. CLHH's Answers are provided in accordance with said Rules. This objection and qualification applies to all Answers supplied.

**GENERAL OBJECTIONS**

CLHH objects to any Interrogatory to the extent that it seeks information or documents protected by the attorney-client privilege, or the work product privilege, or which was generated in anticipation of litigation or for trial, or which are

otherwise immune from discovery. If CLHH produces documents responsive to any Interrogatory, the inadvertent identification or production of any such documents shall not constitute a waiver of any privilege with respect to the subject matter thereof or the information contained therein, and shall not waive the right of CLHH to object to the use of any such document or the information contained therein during any subsequent proceeding.

CLHH's Answers are based on the best information presently available, and CLHH reserves the right to amend or to supplement the Answers if CLHH obtains other or additional documents, but states that CLHH is not obligated to produce documents created after the date of this Answer.

CLHH reserves all objections to the relevancy and materiality of any and all Interrogatories and Answers.

CLHH hereby submits the following as certified Answers to Interrogatories:

1. Richard Hartline, C.P.A.; H.R. Smith, Attorney-at-Law, Associate General Counsel, Maxus, Vice President & Secretary, YPFH, Director, Vice President & Secretary, CLHH.

2. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined and out of context. To the extent that CLHH understands this Interrogatory, it further objects because the document speaks for itself, and the obligations under the Contribution Agreement are as set forth in the Contribution Agreement.

3. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined and out of context. To the extent that CLHH understands this Interrogatory and subject to all objections set forth herein, CLHH states that contributions are reflected in the financial documents previously produced in this action.

4. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined and out of context. To the extent that CLHH understands this Interrogatory and subject to all objections set forth herein, CLHH states that contributions are reflected in the financial documents previously produced in this action.

5. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined and out of context. To the extent that CLHH understands this Interrogatory and subject to all objections set forth herein, CLHH states that contributions are reflected in the financial documents previously produced in this action.

6. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined and out of context. To the extent that CLHH understands this Interrogatory and subject to all objections set forth herein, CLHH states that contributions are reflected in the financial documents previously produced in this action.

7. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined and out of context. To the extent that CLHH understands this Interrogatory and subject to all objections set forth herein, CLHH states that it recorded paid-in capital from its parent and an increased investment in Tierra.

8. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined

and out of context. To the extent that CLHH understands this Interrogatory and subject to all objections set forth herein, CLHH states that contributions are reflected in the financial documents previously produced in this action.

9. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined and out of context.

10. Not applicable.

11. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, calls for a legal conclusion and references terms that are undefined and out of context. To the extent that CLHH understands this Interrogatory, subject to all objections set forth herein, and apart from the mechanism provided in the Contribution Agreement, addressed in previous answers, CLHH states, no.

12. Not applicable.

13. Not applicable.

14. Not applicable.

15. Not applicable.

16. Not applicable.

17. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined.

To the extent that CLHH understands this Interrogatory and subject to all objections set forth herein, CLHH states there are no "services agreements" between CLHH and Repsol, YPF, or any of their direct or indirect subsidiaries known to CLHH.

18. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined and out of context. To the extent that CLHH understands this Interrogatory and subject to all objections set forth herein, CLHH states, yes.

19. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined. To the extent that CLHH understands this Interrogatory and subject to all objections set forth herein, CLHH states that that Maxus maintains the accounting records on behalf of CLHH and causes payment of the franchise taxes to be made for CLHH. In addition, lawyers employed by Maxus have from time to time provided legal advice.

20. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined and out of context. To the extent that CLHH understands this

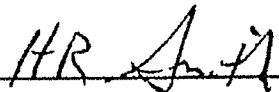
Interrogatory and subject to all objections set forth herein,  
CLHH states that there are none known to CLHH.

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I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By:

A handwritten signature in black ink, appearing to read "HR Smith", is written over a solid horizontal line.

Dated: February 28, 2007

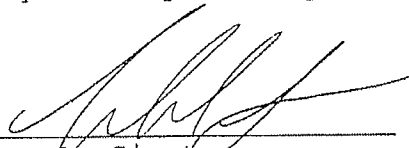
ATTORNEY CERTIFICATION

I am an attorney at law of the State of New Jersey and I am an associate of the firm of Greenbaum, Rowe Smith & Davis LLP attorneys for Defendant CLH Holdings, Inc. in the within action.

Annexed hereto is a facsimile signature of Mr. Dick Smith. Mr. Smith has acknowledged the genuineness of his signature.

I am filing this Certification pursuant to R.1:4(c) so that the Court may accept Mr. Smith's facsimile signature on his Certification. An original signature will be filed if requested by the Court or a party.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I may be subject to punishment.

  
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Jeffrey A. Sirot

Dated: March 6, 2007