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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.

To: Michael Gordon, Esq.,
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX COUNTY

DOCKET NO. L-009868 05

CIVIL ACTION

**DEFENDANT YPF 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 YPF Holdings, Inc. ("YPFH") hereby submits the following Answers and objections to Plaintiffs' Interrogatories.

RESPONSE TO INSTRUCTIONS AND DEFINITIONS

YPFH 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. YPFH's Answers are provided in accordance with said Rules. This objection and qualification applies to all Answers supplied.

GENERAL OBJECTIONS

YPFH 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 YPFH 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 YPFH to object to the use of any such document or the information contained therein during any subsequent proceeding.

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

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

YPFH 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. YPFH 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 YPFH 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. YPFH 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 YPFH understands this Interrogatory and subject to all objections set forth herein, YPFH states that contributions are reflected in the financial documents previously produced in this action.

4. YPFH 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 YPFH understands this Interrogatory and subject to all objections set forth herein,

YPFH states that contributions are reflected in the financial documents previously produced in this action.

5. YPFH 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 YPFH understands this Interrogatory and subject to all objections set forth herein, YPFH states that contributions are reflected in the financial documents previously produced in this action.

6. YPFH 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 YPFH understands this Interrogatory and subject to all objections set forth herein, YPFH states that contributions are reflected in the financial documents previously produced in this action.

7. YPFH 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 YPFH understands this Interrogatory and subject to all objections set forth herein, YPFH states the following: (a) with respect to contributions from its parent, (i) YPFH states that it recorded an increase (debit) in investment in CLHH and an increase (credit) to paid-

in capital; (b) with respect to the "dividend-up--contribution-down" method, YPFH records a decrease (credit) in investment in Maxus and an increase (debit) in investment in CLHH.

8. YPFH 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 YPFH understands this Interrogatory and subject to all objections set forth herein, YPFH states that contributions are reflected in the financial documents previously produced in this action.

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

10. Not Applicable.

11. YPFH 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 YPFH understands this Interrogatory, subject to all objections set forth herein, and apart from the mechanism provided in the Contribution Agreement, addressed in previous answers, YPFH states, no.

12. Not applicable.

13. Not applicable.

14. Not applicable.

15. Not applicable.

16. Not applicable.

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

18. YPFH 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 YPFH understands this Interrogatory and subject to all objections set forth herein, YPFH states, yes.

19. YPFH 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 YPFH understands this Interrogatory and subject to all objections set forth herein, YPFH states that Maxus maintains the accounting records on behalf of YPFH and causes payment of the franchise taxes to be made for YPFH.

In addition, lawyers employed by Maxus have from time to time provided legal advice.

20. YPFH 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 YPFH understands this Interrogatory and subject to all objections set forth herein, YPFH states that there are none known to YPFH.


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 YPF 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.



Jeffrey A. Sirot

Dated: March 6, 2007

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:

HR Smith

Dated: February 28, 2007