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Attorneys for Defendants Repsol, YPF, S.A., YPF, S.A.,  
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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By E-mail

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
ESSEX COUNTY

DOCKET NO. L-009868 05

CIVIL ACTION

DEFENDANT YPF, S.A.'S  
RESPONSES TO PLAINTIFFS'  
PERSONAL JURISDICTION  
INTERROGATORIES

Kevin Gaynor  
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Pursuant to Rule 4:17-4 of the New Jersey Rules Governing Civil Practice, Defendant YPF, S.A. ("YPF") hereby submits the following Answers and objections to Plaintiffs' Interrogatories.

RESPONSE TO INSTRUCTIONS AND DEFINITIONS

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

GENERAL OBJECTIONS

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

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

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

YPF hereby submits the following as certified Answers to Interrogatories:

1. Gabriel Leiva, Accountant, Controller, YPF, S.A.;  
Translators, CD Language Solutions.

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

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

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

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

7. YPF 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 YPF understands this Interrogatory and subject to all objections set forth herein, YPF states that cash was transferred from a YPF bank account directly or indirectly to a YPFH bank account, which for accounting purposes is a credit on YPF's books. To complete the entry on YPF, the offsetting debit would be to paid-in capital.

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

9. YPF 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. YPF 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 YPF understands this Interrogatory, subject to all objections set forth herein, YPF states, no.

12. Not applicable.

13. YPF 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 YPF understands this Interrogatory and subject to all objections set forth herein, YPF states, yes.

14. YPF 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 YPF understands this Interrogatory and subject to all objections set forth herein, YPF refers to the deposition of Gabriel Leiva.

15. YPF 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 YPF understands this Interrogatory and subject to all objections set forth herein, YPF refers to the deposition of Gabriel Leiva.

16. YPF 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 YPF understands this Interrogatory and subject to all objections set forth herein, YPF refers to the deposition of Gabriel Leiva.

17. YPF 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 YPF understands this Interrogatory and subject to all objections set forth herein, YPF refers to the deposition of Gabriel Leiva and further states

that cash was transferred from a YPF bank account to the bank account of YPF's direct subsidiary, which for accounting purposes, is a credit on YPF's books. To complete the entry on YPF, the offsetting debit would be to paid-in capital.

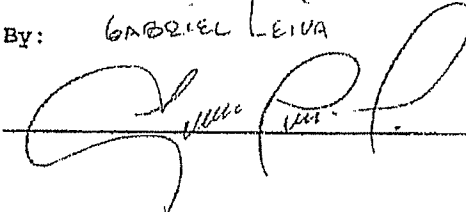
18. YPF objects to this Interrogatory on the grounds that it is vague, ambiguous, overbroad, and burdensome and calls for a legal conclusion and references terms that are undefined and out of context; however, subject to all objections set forth herein, YPF identifies the Self-Guarantee by YPF, S.A. on behalf of Maxus Energy Corporation for the Kearny Town chromium ore sites in Hudson County, New Jersey on September 3, 2002 and application for the renewal of the above on October 24, 2003 by YPF.

19. YPF objects to this Interrogatory on the grounds that it is overbroad and unduly burdensome and not reasonably calculated to lead to discovery of admissible, jurisdictional discovery.

20. YPF objects to this Interrogatory on the grounds that it is overbroad and unduly burdensome and not reasonably calculated to lead to discovery of admissible, jurisdictional discovery.



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: GABRIEL LEIVA  


Dated: 02/07/07.

ATTORNEY CERTIFICATION

I am an attorney at law of the State of New Jersey and I am a member of the firm of Greenbaum, Rowe Smith & Davis LLP attorneys for Defendant YPF, S.A. in the within action.

Annexed hereto is a facsimile signature of Mr. Gabriel Leiva. Mr. Leiva 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. Leiva'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 7, 2007