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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.

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX COUNTY

DOCKET NO. L-009868 05

CIVIL ACTION

**DEFENDANT CLH HOLDINGS,
INC.'S SUPPLEMENTAL 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:

2. CLHH objects to Plaintiffs' original 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. In response to the question about whether CLHH has made any capital contributions to Tierra, CLHH states yes, pursuant to the terms of the Contribution Agreement. CLHH refers to the financial documents produced in this action, including but not limited to YPF521-531 and YPF563-1672.

3. CLHH objects to Plaintiffs' original 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. In response to the question about whether CLHH has made any capital contributions to Tierra, CLHH states yes, pursuant to the terms of the Contribution Agreement. CLHH refers to the financial documents produced in this action, including but not limited to YPF521-531 and YPF563-1672. CLHH further adds that, with respect to the years 1996 through 1999, some of the funds Maxus conveyed to Tierra during that time were ultimately derived from YPF and YPFH, pursuant to various agreements, which have already been produced. Beginning in the year 2000, and until late 2004 or early 2005, Maxus' own funds were used as the source of funds

that Maxus supplied to Tierra. With respect to the period beginning in late 2004/early 2005, some of the funds which Maxus conveyed to Tierra and YPFH's other subsidiaries during that period were derived pursuant to a credit agreement between YPF and YPFH, and various amendments thereto, all of which have already been produced.

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 refers to the financial documents produced in this action, including but not limited to YPF521-531 and YPF563-1672.

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 refers to the financial documents produced in this action, including but not limited to YPF521-531 and YPF563-1672.

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 refers to the financial documents produced in this action, including but not limited to YPF521-531 and YPF563-1672.

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. CLHH refers to the financial documents produced in this action, including but not limited to YPF521-531 and YPF563-1672.

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 refers to the financial documents produced in this action, including but not limited to YPF521-531 and YPF563-1672.

9. CLHH objects to Plaintiffs' original 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. In response to the question, "Was CLHH ever relieved, in any way, of any obligation to make any capital contribution to Tierra or that benefited Tierra?", CLHH responds that, to the extent that any obligations (as set forth in this Interrogatory) exist, no.

11. CLHH objects to Plaintiffs' original 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. In response to the question, "Has Repsol, YPF, or any of their subsidiaries other than CLHH made any capital contributions or any transfers of value to or on behalf of CLHH?", CLHH states yes as to YPFH.

12. In response to the question about how much YPFH has contributed in capital to CLHH, CLHH refers to financial documents already produced, including but not limited to YPF521-531 and YPF563-1672, and further states that, as Mr. Smith and

Mr. Leiva testified, a controversy exists on this issue. See Deposition of Harvey R. Smith on behalf of YPFH Holdings, at 165 1.20-166 1.17; Deposition of Gabriel Leiva on behalf of YPF, S.A., at 268, 1.15-269 1.4.

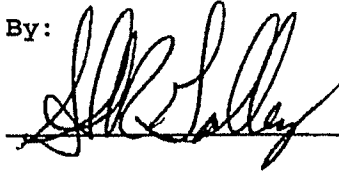
19. CLHH objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined. To the extent that CLHH understands this Interrogatory and subject to all objections set forth herein, CLHH states that that Maxus maintains the accounting records on behalf of CLHH and causes payment of the franchise taxes to be made for CLHH. The number of transactions that Maxus performs for CLHH each year is so minimal - fewer than six approximately - that CLHH does not keep an internal accounting of these transactions on a "per transaction" cost by which the value of the servicing of each transaction could be estimated. In addition, lawyers employed by Maxus have from time to time provided legal advice. As the Maxus lawyers are salaried employees, CLHH does not keep a "per service" accounting of these lawyers' services.

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 the activities of CLHH's officers and directors in their function as officers and directors for CLHH are covered by the insurance policy for civil responsibility that covers all the directors and officers of Repsol and its subsidiaries in their function as directors and officers for their respective companies.

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 cursive script, appearing to read "J.R. Salley", is written over a solid horizontal line.

Dated: 18 June 2007