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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 YPF, S.A.'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 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:

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 yes, pursuant to the terms of the Contribution Agreement. YPF refers to the financial documents produced in this action, including but not limited to YPF521-531 and YPF563-1672. YPF 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. 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 financial documents produced in this action, including but not limited to YPF521-531 and YPF563-1672.

9. YPF 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 YPF ever relieved, in any way, of any obligation to make any capital contribution to Tierra or that benefited Tierra?", YPF responds that, to the extent that any obligations (as set forth in this Interrogatory) exist, no.

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 financial documents produced in this action, including but not limited to YPF437-516, YPF563-1672, and information regarding the Keepwell Covenant contained in YPF's 20-Fs and accompanying Consolidated Statements of Income for fiscal years ending December 31, 1995 (YPF 3990-3991, 4016, 4031), 1996 (YPF 3844, 3873), 1997 (YPF 3700, 3727, 3729), and

1998 (YPF 3330, 3361, 3362), documents previously produced in this action. YPF also refers to the deposition testimony of Gabriel Leiva at 134, 1.1-142 and 170, 1.4-305.

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, the financial documents produced in this action, including but not limited to YPF437-516, YPF563-1672, and information regarding the Keepwell Covenant contained in YPF's 20-Fs and accompanying Consolidated Statements of Income for fiscal years ending December 31, 1995 (YPF 3990-3991, 4016, 4031), 1996 (YPF 3844, 3873), 1997 (YPF 3700, 3727, 3729), and 1998 (YPF 3330, 3361, 3362), documents previously produced in this action. YPF also refers to the deposition testimony of Gabriel Leiva at 134, 1.1-142 and 170, 1.4-305.

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,

the financial documents produced in this action, including but not limited to YPF437-516, YPF563-1672, and information regarding the Keepwell Covenant contained in YPF's 20-Fs and accompanying Consolidated Statements of Income for fiscal years ending December 31, 1995 (YPF 3990-3991, 4016, 4031), 1996 (YPF 3844, 3873), 1997 (YPF 3700, 3727, 3729), and 1998 (YPF 3330, 3361, 3362), documents previously produced in this action. YPF also refers to the deposition testimony of Gabriel Leiva at 134, 1.1-142 and 170, 1.4-305.

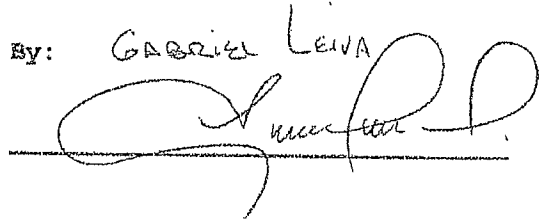
17. YPF objects to this Interrogatory on the grounds that it is vague and ambiguous, overbroad, unduly burdensome, calls for a legal conclusion and references terms that are undefined and out of context. To the extent that YPF understands this Interrogatory and subject to all objections set forth herein, 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. YPF further refers to the financial documents produced in this action, including but not limited to YPF437-516, YPF563-1672, and information regarding the Keepwell Covenant contained in YPF's 20-Fs and accompanying Consolidated Statements of Income

for fiscal years ending December 31, 1995 (YPF 3990-3991, 4016, 4031), 1996 (YPF 3844, 3873), 1997 (YPF 3700, 3727, 3729), and 1998 (YPF 3330, 3361, 3362), documents previously produced in this action. YPF also refers to the deposition testimony of Gabriel Leiva at 134, 1.1-142 and 170, 1.4-305.

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. Subject to these objections, YPF refers to CLHH 169, attached hereto.



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  
  
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Dated: 07/06/26.