

William L. Warren, Esq.
DRINKER BIDDLE & REATH LLP
105 College Road East, Suite 300
Princeton, New Jersey 08542-0627
Tel.: (609) 716-6500
Fax: (609) 799-7000

Thomas E. Starnes, Esq.
DRINKER BIDDLE & REATH LLP
1500 K Street, N.W.
Washington, DC 20005
Tel.: (202) 230-5192
Fax: (202) 842-8465

Charles M. Crout, Esq.
ANDREWS KURTH LLP
1350 I Street NW, Suite 1100
Washington, D.C. 20005
Tel.: (202) 662-2700
Fax: (202) 662-2739

**Attorneys for Defendants,
Tierra Solutions, Inc. and Maxus Energy Corporation**

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

Plaintiffs,

vs.

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. ESX-L-9868-05
:
:
: **DEFENDANT MAXUS ENERGY**
: **CORPORATION'S OBJECTIONS**
: **AND RESPONSES TO PLAINTIFFS'**
: **FIRST SET OF**
: **INTERROGATORIES TO**
: **DEFENDANT MAXUS ENERGY**
: **CORPORATION ON SUCCESSOR,**
: **CONTRACT AND**
: **INDEMNIFICATION ISSUES**
:
:
:

TO: Plaintiffs, by and through their attorney of record, William Jackson, JACKSON GILMOUR & DOBBS, PC, 3900 Essex Lane, Ste. 700, Houston, Texas 77027

Pursuant to Rules 4:17-4 and 4:17-5 of the New Jersey Rules of Court, Defendant Maxus Energy Corporation ("Maxus") hereby responds to Plaintiffs' First Set of Interrogatories on Successor, Contract and Indemnification Issues.

GENERAL OBJECTIONS

A. Maxus objects to all instructions, definitions, and interrogatories to the extent that they call for Maxus to do more than is required under the rules of this Court. Maxus further objects to the instructions and definitions accompanying Plaintiffs' interrogatories to the extent they are overly broad, not relevant, and not reasonably calculated to lead to discoverable evidence.

B. Maxus objects to each interrogatory to the extent that it calls for disclosure or publication of any information, communication, and/or document:

- (i) which is protected by any absolute or qualified privilege, including, but not limited to, the attorney-client privilege, the work product doctrine, the common interest doctrine, and the identity and work product of non-testifying experts, all of which Maxus hereby asserts;
- (ii) which is not relevant to the subject matter of this litigation or not reasonably calculated to lead to the discovery of admissible evidence; or
- (iii) which is otherwise not subject to discovery pursuant to the New Jersey Rules of Court.

C. In the event that any information, communication, and/or document that is subject to a claim of privilege or protection is inadvertently produced, upon notice from Maxus of the inadvertent disclosure any party receiving the information, communication, and/or document

must promptly return or delete the specified information and any copies made thereof as instructed by Maxus and may not disclose or use the information. The party shall provide written confirmation of its compliance with Maxus's request.

D. Maxus objects to these instructions, definitions, and interrogatories to the extent the Plaintiffs are requesting that Maxus produce information that is not in the possession, custody or control of Maxus.

E. Definitions of Parties and Entities

- (i) Maxus objects to the definitions of "CLH Holdings", "Maxus", "OCC", "Repsol", "Tierra", "YPF Holdings", "YPF International Ltd.", and "YPF" as overly broad, vague, and ambiguous. The definition used in Plaintiffs' interrogatories attempts to combine "each predecessor, successor, parent, subsidiary, divisions or affiliate" into the entity listed in the request. These are separate and distinct legal entities.
- (ii) In response to each interrogatory herein, Maxus is limiting its response to only the entity named in the interrogatory.
- (iii) Maxus objects to the term "Repsol Group" as vague, ambiguous, undefined, and/or unintelligible.

F. Definitions of General Terms

- (i) Maxus objects to the definitions listed under "General Terms" to the extent the definition includes electronically stored information including, but not limited to, email, voicemail, analog media, magnetic media, and digital media. The scope of electronically stored information required to be preserved, collected, reviewed, and produced in this litigation is still being discussed and reviewed by the parties,

now with the assistance of the Special Master. Therefore, Maxus will be limiting its response to information available in hard copy format.

- (ii) Maxus objects to the definition of the terms “you” and “your” as overly broad, vague, and ambiguous. The definition used in Plaintiffs’ interrogatories attempts to include “successors” and “predecessors” in Maxus’s responses. In response to each interrogatory herein, Maxus is limiting its response to only Maxus, its agents, and employees.

G. Definitions of Specific Terms

- (i) Maxus objects to the definition of “Diamond Shamrock” on the grounds that it is unclear to which entity named “Diamond Shamrock Corporation” Plaintiffs are referring in their interrogatories. Maxus objects to the definition to the extent Plaintiffs attempt to include and combine “predecessors” in that definition. Maxus will be using the following defined terms in Maxus’s responses:

- “DSC-I” – Refers to the Diamond Shamrock Corporation that resulted from the 1967 merger of Diamond Alkali Company and Shamrock Oil and Gas Corporation; and which changed its name to Diamond Chemicals Company on September 1, 1983, and to Diamond Shamrock Chemicals Company (“DSCC”) on October 26, 1983.
- “DSC-II” – Refers to the Diamond Shamrock Corporation that was first incorporated as New Diamond Shamrock Corporation, a non-operating holding company, in July 1983; and which changed its name to Diamond Shamrock Corporation on August 31, 1983, and to Maxus Energy Corporation in April 1987.

- (ii) Maxus objects to Plaintiffs' definition of the term "DSCC" as overly broad, vague, and ambiguous. The definition used in Plaintiffs' interrogatories attempts to include "predecessors" in that definition. In response to each interrogatory herein, Maxus is limiting its response to only DSCC, its agents, and employees.
- (iii) Maxus objects to the term "Lister Plant" because the chemical manufacturing facility at issue in this litigation was not located at 120 Lister Avenue. Plaintiffs' definition of "Lister Avenue property" explicitly relied on in the definition of "Lister Plant" includes both 80 Lister Avenue and 120 Lister Avenue.
- (iv) Maxus objects to the term "Maxus v. OCC" as vague and ambiguous. Maxus does not know what litigation Plaintiffs are referring to in their definitions and interrogatories. The litigation with cause number 02-09156 in the District Court of Dallas County, Texas, A-14th Judicial Court was styled Occidental Chemical Corporation vs. Maxus Energy Corporation and Tierra Solutions, Inc.

H. Maxus's investigation in this matter is continuing. Accordingly, Maxus reserves the right to supplement, clarify, and revise these responses to the extent additional information becomes available or is obtained through discovery. Further, Maxus reserves the right to amend these responses to the extent the claims brought by or alleged against Maxus in this litigation are amended.

I. To the extent Plaintiffs' interrogatories seek information that is beyond the scope of discovery allowed under Case Management Order III, Maxus reserves the right to assert any additional applicable objections if Plaintiffs' interrogatories are served on Maxus at a later date.

J. Maxus expressly asserts the foregoing objections to each and every interrogatory below and specifically incorporates the general objections enumerated above to each and every response made below as though they were stated in full.

As to Objections:

DRINKER BIDDLE & REATH LLP
Attorneys for Defendants Tierra Solutions,
Inc. and Maxus Energy Corporation

William Warren (by MKB)
William L. Warren, Esq.

ANDREWS KURTH LLP
Attorneys for Defendants Tierra Solutions,
Inc. and Maxus Energy Corporation

Charles Crout (by MKB)
Charles M. Crout, Esq.

Dated: March 16, 2009

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of Defendant Maxus Energy Corporation's Objections and Responses to Plaintiffs' First Set of Interrogatories on Successor, Contract and Indemnification Issues was served via electronic mail and first class regular mail to the following counsel of record:

John F. Dickinson, Jr., Esq.
Deputy Attorney General
Richard J. Hughes Justice Complex
25 Market Street, PO Box 093
Trenton, NJ 08625-0093
email: john.dickinson@dol.lps.state.nj.us

Michael Gordon, Esq.
GORDON & GORDON
505 Morris Ave.
Springfield, NJ 07081
e-mail: gordonlaw7@aol.com

William J. Jackson, Esq.
JACKSON GILMOUR & DOBBS, PC
3900 Essex Lane, Ste. 700
Houston, TX 77027
e-mail: bjackson@jfgdlaw.com


Marc J. Gross, Esq.
GREENBAUM, ROWE, SMITH & DAVIS LLP
75 Livingston Avenue, Suite 301
Roseland, NJ 07068-3701
e-mail: mgross@greenbaumlaw.com

Ileana Blanco, Esq.
Christina Ponig, Esq.
DLA PIPER US LLP
600 Travis Street, Suite 1700
Houston, TX 77002-3009
e-mail: ileanablanco@dlapiper.com

Richard Godfrey, Esq.
Mark Lillie, Esq.
KIRKLAND & ELLIS LLP
200 East Randolph Drive
Chicago, IL 60601-6636
e-mail: mlillie@kirkland.com

Oliver S. Howard, Esq.
GABLEGOTWALS
1100 ONEOK Plaza
100 West 5th Street
Tulsa, OK 74103-4217
e-mail: ohoward@gablelaw.com

Robert T. Lehman, Esq.
ARCHER & GREINER, P.C.
One Centennial Square
PO Box 3000
Haddonfield, NJ 08033
e-mail: rlehman@archerlaw.com



Charles M. Crout, Esq.

Dated: March 16, 2009

**MAXUS'S OBJECTIONS AND RESPONSES TO PLAINTIFFS'
FIRST SET OF INTERROGATORIES ON
SUCCESSOR, CONTRACT AND INDEMNIFICATION ISSUES**

INTERROGATORY NO. 1:

Please identify each and every person assisting in answering these interrogatories and for each such person identify the interrogatory for which such person provided assistance.

RESPONSE:

Subject to and without waiving the General Objections above, Maxus answers as follows:

Counsel for Maxus assisted in preparing these responses which were verified by Sara Galley, Environmental Counsel, Maxus Energy Corporation.

INTERROGATORY NO. 2:

For each of the following provisions of the Stock Purchase Agreement, please indicate whether you agree or disagree that the identified provision provides for indemnification of Occidental Chemical by Maxus for claims, demands, suits, losses, liabilities, damages, obligations, payments and costs and expenses related to, resulting from or arising out of the operations at the Diamond Facility:

- a. Article IX, Section 9.03(a)(i)
- b. Article IX, Section 9.03(a)(ii)
- c. Article IX, Section 9.03(a)(iii)
- d. Article IX, Section 9.03(a)(iv)
- e. Article IX, Section 9.03(a)(v)
- f. Article IX, Section 9.03(a)(vi)
- g. Article IX, Section 9.03(a)(vii)
- h. Article IX, Section 9.03(a)(viii)
- i. Article IX, Section 9.03(a)(ix)

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery envisioned by or allowed under Case Management Order III ("CMO III") to the State, which has no interest in the Stock Purchase Agreement between Occidental and Maxus, or any indemnity provisions therein, and which has asserted no claim based on that agreement or any such provisions. Maxus further objects to this interrogatory because it seeks conclusions of law, information which is irrelevant to the subject matter of the State's action, and is not reasonably calculated to lead to the discovery of admissible evidence on the State's claims.

INTERROGATORY NO. 3:

Do you contend that the Diamond Facility, the Lister Avenue Property or the Lister Plant, ~~individually or in any combination, fall within the purview of Excluded Assets pursuant to~~

Section 8.09 of the Stock Purchase Agreement? If your answer is anything other than an unqualified “No,” explain in detail.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is outside the scope of discovery envisioned by or allowed under CMO III to the State, which has no interest in the Stock Purchase Agreement, and which has asserted no claim based on that agreement. Maxus further objects because this interrogatory seeks conclusions of law, information which is irrelevant to the subject matter of the State’s action, and is not reasonably calculated to lead to the discovery of admissible evidence on the State’s claims. Maxus objects to the term “purview” as vague, ambiguous, undefined, and/or unintelligible.

INTERROGATORY NO. 4:

Identify and explain the business purpose, justification or rationale behind the creation and implementation of the Assumption Agreement.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III.

INTERROGATORY NO. 5:

Please describe the existing and former relationship(s) (i.e., wholly-owned subsidiary, affiliate, etc) between you or your predecessor and the following entities (please specify the previous name of any entities known by a previous name) for every year from 1982 to the present:

- a) Diamond Shamrock Chemical Land Holdings, Inc.
- b) Chemical Land Holdings, Inc.
- c) Tierra Solutions, Inc.
- d) Diamond Shamrock Corporation
- e) CLH Holdings
- f) CLH Holdings, Inc.
- g) Diamond Shamrock Chemicals Company

RESPONSE:

In addition to and subject to its General Objections, Maxus objects to this interrogatory to the extent the terms “Diamond Shamrock Corporation” and “CLH Holdings” are vague, ambiguous, undefined, and/or unintelligible. Maxus objects to this interrogatory to the extent the information requested has been previously produced in this litigation, including by the Plaintiffs themselves, or the information is publicly available from a source that is more convenient, less burdensome or less expensive than Maxus.

Subject to and without waiving these objections and the General Objections above Maxus answers as follows:

Diamond Shamrock Chemical Land Holdings, Inc., Chemical Land Holdings, Inc., and Tierra Solutions, Inc. are different names for the same corporation. The corporation was first incorporated in the State of Delaware on March 21, 1986, as Diamond Shamrock Process Chemicals, Inc. The corporation's name was changed to Diamond Shamrock Chemical Land Holdings, Inc., on July 11, 1986. On September 4, 1986, the stock of Diamond Shamrock Chemical Land Holdings, Inc. was transferred by DSCC to Diamond Shamrock Corporate Company, a subsidiary of DSC-II. The name of Diamond Shamrock Chemical Land Holdings, Inc., was changed to Chemical Land Holdings, Inc. ("CLH"), on December 4, 1987, and to Tierra Solutions, Inc. ("Tierra"), on February 25, 2002.

In 1982, DSC-I was a corporation engaged in multiple lines of business. DSC-I changed its name to Diamond Chemicals Company ("DCC") on September 1, 1983, and to DSCC on October 26, 1983.

On or about July 19, 1983, a holding company named New Diamond Shamrock Corporation was incorporated in Delaware. New Diamond Shamrock Corporation changed its name to Diamond Shamrock Corporation (DSC-II) on August 31, 1983, and it became the stockholding company of DSC-I/DCC/DSCC, until the stock of DSCC was sold in September 1986.

CLH Holdings, Inc. was incorporated in Delaware on August 2, 1996. On August 14, 1996, CLH Holdings, Inc., acquired the stock of CLH from Maxus Corporate Company, which was the name to which Diamond Shamrock Corporate Company had been changed on March 16, 1988.

Pursuant to New Jersey Rule 4:17-4(d), additional details regarding the corporate history and relationships between Maxus and the entities identified above can be derived by Plaintiffs from documents that will be produced by Maxus.

INTERROGATORY NO. 6:

If the State obtains a money judgment against Occidental Chemical in this case and the amount of such judgment exceeds the total amount of money YPF, YPF International, YPF Holdings, CLH Holdings, and you have agreed to contribute pursuant to the Contribution Agreement, who do you contend would be obligated to pay the remaining damages to the Plaintiffs and why?

RESPONSE:

In addition to and subject to its General Objections, Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III, because it asks a hypothetical question, and because it seeks conclusions of law.

Subject to and without waiving these objections and the General Objections above, Maxus answers as follows:

Maxus states that there is no scenario under which Maxus, Tierra, YPF, YPF International, YPF Holdings or CLH Holdings would owe any obligation "to the Plaintiffs".

INTERROGATORY NO. 7:

Do you or Tierra send Occidental Chemical reports, memoranda, or other documents concerning the amount, nature or type of indemnification you are providing to Occidental Chemical under the Stock Purchase Agreement? If your answer is anything other than an unqualified "No," explain in detail, including, but not limited to, identifying all such reports, as well as who prepares the reports, memoranda or documents, to whom at Occidental Chemical the report, memorandum or document is submitted, and the frequency of the reports, memoranda or documents? If the answer has differed over time, please indicate the time period for each variation in your answer.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III to the State, who has no interest in the Stock Purchase Agreement, or any indemnity provisions therein, and which has asserted no claim based on that agreement or any such provisions. Maxus further objects to this interrogatory as overly broad, unduly burdensome, and because it seeks information which is irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 8:

Identify the Maxus employees, officers, directors, or agents who supervise, control or otherwise participate in activities, discussions or decisions regarding the indemnification of Occidental Chemical for liabilities related to the Diamond Facility.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III to the State, which has no interest in the Stock Purchase Agreement between Occidental and Maxus, or any indemnity provisions therein, and which has asserted no claim based on that agreement or any such provisions. Maxus further objects to this interrogatory as overly broad, unduly burdensome, and because it seeks information which is irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 9:

Identify all persons who supervise, control or otherwise participate in activities, discussion or decisions regarding the indemnification of Occidental Chemical for liabilities related to the Diamond Facility including, but not limited to, such person's corporate affiliations

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III to the State, which has no interest in the Stock Purchase Agreement between Occidental and Maxus, or any indemnity provisions therein, and which has asserted no claim based on that agreement or any such provisions. Maxus further objects to this interrogatory as overly broad, unduly burdensome, and because it seeks information which is irrelevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 10:

Identify the document custodian for and the location of the records relating to the indemnification of Occidental Chemical for Environmental Liabilities related to the Diamond Facility.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III to the State, which has no interest in the Stock Purchase Agreement between Occidental and Maxus, or any indemnity provisions therein, and which has asserted no claim based on that agreement or any such provisions. Maxus objects to this interrogatory to the extent it seeks information that is duplicative of the detailed information provided in Maxus's and Tierra's Amended Initial Disclosures, a copy of which was served on Plaintiffs on February 17, 2009.

INTERROGATORY NO. 11:

Identify the document custodian for and the location of the case files for Aetna v. DSCC.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III. Maxus objects to this interrogatory to the extent it seeks information that is duplicative of the detailed information provided in Maxus's and Tierra's Amended Initial Disclosures, a copy of which was served on Plaintiffs on February 17, 2009.

INTERROGATORY NO. 12:

Identify the document custodian for and the location of the case files for Maxus v. OCC.

RESPONSE:

Maxus objects to this interrogatory as vague, ambiguous, undefined, and/or unintelligible as to the definition of "Maxus v. OCC". Maxus further objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III. Maxus objects to this interrogatory to the extent it seeks information that is duplicative of the

detailed information provided in Maxus's and Tierra's Amended Initial Disclosures, a copy of which was served on Plaintiffs on February 17, 2009.

INTERROGATORY NO. 13:

Do you agree with Occidental Chemical's assertion that Maxus is the successor to DSCC with respect to the liabilities associated with the operations of the Diamond Facility, as alleged in Paragraph 104 of the OCC Crossclaim? If your answer is anything other than an unqualified "Yes," explain in detail, including, but not limited to, the factual or legal basis for your response.

RESPONSE:

In addition and subject to its General Objections above, Maxus objects to this interrogatory because it seeks a legal conclusion. Maxus further objects to this interrogatory as a mischaracterization of the contents of paragraph 104 of Occidental's Cross-claim.

Subject to and without waiving these objections and the General Objections above, Maxus answers as follows:

Maxus disagrees with any assertion that Maxus is the successor to DSCC. Occidental is the successor to DSCC because Oxy-Diamond Alkali Corporation, an affiliate of Occidental, purchased all of the outstanding shares of stock of DSCC from DSC-II on September 4, 1986; DSCC had not previously transferred any liabilities associated with the operations at 80 Lister; DSCC was renamed Occidental Electrochemicals Corporation ("OEC") on September 19, 1986; and OEC was then merged into Occidental Chemical Corporation and Occidental Chemical Corporation assumed "all of the obligations and liabilities of OEC" on November 25, 1987.

INTERROGATORY NO. 14:

Identify all employees, officers, directors and agents of Chemicaland who previously had been employees, officers, directors and agents of Diamond Shamrock or DSCC.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III.

INTERROGATORY NO. 15:

Identify Occidental Chemical's relationship, if any, to the Lister Avenue Property or Lister Plant while the site was owned or leased by Chemicaland.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III.

INTERROGATORY NO. 16:

Do you contend that there was some relationship between the principals (i.e. officers or owners) of Chemicaland and Diamond Shamrock or DSCC? If your answer is anything other than an unqualified “No,” explain in detail, including, but not limited to, the identity of all such individuals and the nature and extent of such relationship.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III.

INTERROGATORY NO. 17:

Explain the factual and legal bases for your claim that you and Tierra “have a claim against OCC for indemnification and/or contribution” based on the quote from Plaintiffs’ Brief in Opposition to Maxus Energy Corporation’s and Tierra Solutions, Inc’s Motion to Dismiss for Failure to State a Claim contained in Paragraph 33 of the Maxus and Tierra Crossclaim.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III and because it seeks a legal conclusion.

INTERROGATORY NO. 18:

Do you contend that Maxus and Tierra have a claim for indemnification or contribution against Occidental Chemical because the State has argued in this lawsuit that its claims are not preempted because the State is not challenging Maxus and Tierra’s conduct in certain response actions? If your answer is anything other than an unqualified “No,” explain in detail.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III and because it seeks a legal conclusion.

INTERROGATORY NO. 19:

What amount of money do you contend Occidental Chemical owes Maxus based upon contractual indemnification, as alleged in paragraphs 49-52 of the Maxus and Tierra Crossclaim? Please provide details regarding the individual amounts expended, the date of the expenditure, and the recipient of the expended funds.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III to the State, which has no interest in the Stock

Purchase Agreement between Occidental and Maxus, or any indemnity provisions therein, and which has asserted no claim based on that agreement or any such provisions.

INTERROGATORY NO. 20:

Who do you contend is liable for the Environmental Liabilities associated with the Diamond Facility as the direct successor to DSCC and why?

RESPONSE:

In addition and subject to its General Objections, Maxus objects to this interrogatory because it seeks a legal conclusion.

Subject to and without waiving this objection and the General Objections above, Maxus answers as follows:

Maxus refers to and incorporates by reference as if fully stated herein Maxus's response to Interrogatory No. 13 herein.

INTERROGATORY NO. 21:

Identify each and every person who participated in creating or drafting the Assumption Agreement and such person's role regarding same.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III.

INTERROGATORY NO. 22:

Identify each and every person who participated in creating or drafting the Contribution Agreement and such person's role regarding same.

RESPONSE:

Maxus objects to this interrogatory on the grounds that it seeks information that is beyond the scope of discovery allowed under CMO III.

INTERROGATORY NO. 23:

Please describe in detail the 1983 reorganization of Diamond Shamrock, including name changes, transfers of stock or ownership of entities, creation of new entities, and other details relevant to the issue of successor liability as referenced in Occidental Chemical's claim that Diamond Shamrock assumed the liabilities of the old Ag Chem business, as alleged in paragraph 6 of the OCC Crossclaim.

RESPONSE:

In addition and subject to its General Objections above, Maxus objects to this interrogatory as vague and ambiguous because it asks Maxus to speculate regarding all “details” that might conceivably be “relevant” to another party’s claims. Maxus objects to this interrogatory because it seeks legal conclusions and attorney work product. Maxus further objects that this interrogatory is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant or admissible evidence. Maxus objects to this interrogatory to the extent the information requested has been previously produced in this litigation, including by the Plaintiffs themselves, or the information is publicly available from a source that is more convenient, less burdensome or less expensive than Maxus.

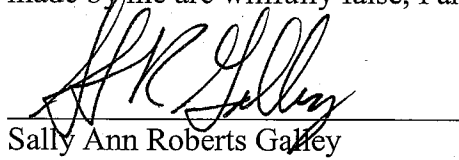
Subject to and without waiving these objections and the General Objections above, Maxus answers the essence of the so-called “reorganization” of Diamond Shamrock in the 1983 timeframe was as follows:

- In 1982, DSC-I was a corporation with divisions that engaged in various lines of business.
- The thrust of the 1983 “reorganization” was to establish the various lines of business as separate corporations, and to make them subsidiaries of a single holding company.
- Thus, DSC-II was established in 1983 to become the holding company.
- Then, through a series of assignment and assumption agreements executed in late 1983 and 1984, DSC-I (by then known as DCC and then DSCC) assigned to the other newly created subsidiaries the assets relevant to their lines of business and each subsidiary agreed to assume the liabilities associated with the assets it received.
- Prior to the reorganization, DSC-I/DSCC had sold the assets associated with 80 Lister. Any liabilities associated with 80 Lister remained with DSCC when the stock of DSCC was sold by DSC-II to Oxy-Diamond Alkali Corporation on September 4, 1986.

Answering further, Maxus refers to and incorporates its answer to Interrogatory No. 5 herein. In addition, pursuant to New Jersey Court Rule 4:17-4(d), further details regarding the “reorganization” in this timeframe, including name changes, transfers of stock or ownership of entities, creation of new entities, and other details relevant to the issue of successor liability can be derived from the documents that will be produced by Maxus relevant to that issue.

CERTIFICATION

I hereby certify that, to the best of my knowledge or belief, the foregoing Objections and Responses to Plaintiffs' First Set of Interrogatories to Maxus Energy Corporation on Successor, Contract and Indemnification Issues are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Sally Ann Roberts Galley
On Behalf of Maxus Energy Corporation