Marc J. Gross, Esq.
Mark H. Sobel, Esq.
Gregg H. Hilzer, Esq.
GREENBAUM, ROWE, SMITH & DAVIS LLP
75 Livingston Avenue
Suite 301
Roseland, NJ 07068
Telephone: (973) 535-1600
Facsimile: (973) 577-1811

Ileana M. Blanco, Esq.
Christina E. Ponig, Esq.
DLA PIPER LLP (US)
600 Travis Avenue, Suite 1700
Houston, Texas 77002
Telephone: (713) 425-8400
Facsimile: (713) 425-8401

Attorneys for Defendants
YPF Holdings, Inc. and CLH Holdings, Inc.

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,** **v.** **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** **OBJECTIONS OF DEFENDANTS YPF HOLDINGS, INC. AND CLH HOLDINGS, INC. TO PLAINTIFFS' FIRST SET OF INTERROGATORIES ON SUCCESSOR, CONTRACT, AND INDEMNIFICATION ISSUES**

Pursuant to New Jersey Rule 4:17, Defendants YPF Holdings, Inc. ("YPFH") and CLH Holdings, Inc. ("CLHH") object to Plaintiffs' First Set of Interrogatories to Defendants YPF, S.A., YPF Holdings, Inc. and CLH Holdings, Inc. on Successor, Contract and Indemnification Issues ("Plaintiffs' First Set of Interrogatories") as follows:

GENERAL OBJECTIONS

YPFH and CLHH assert the following objections to each and every interrogatory in Plaintiffs' First Set of Interrogatories:

1. YPFH and CLHH object to Plaintiffs' definitions and instructions to the extent that they purport to impose obligations beyond those required under the New Jersey Rules.

2. By objecting to any interrogatory or part thereof, YPFH and CLHH do not admit the existence of any information described or assumed, or any allegations set forth or assumed, by such interrogatory or that such objection constitutes admissible evidence. YPFH and CLHH's objections are made expressly preserving the right to raise all questions of authenticity, relevance, and admissibility and to object on any grounds to the use of any documents or information produced in response to any interrogatory as evidence for any purpose.

3. YPFH and CLHH object to the Plaintiffs' First Set of Interrogatories to the extent that they are duplicative or request information already in the possession of Plaintiffs and/or their counsel.

4. YPFH and CLHH object to Plaintiffs' First Set of Interrogatories to the extent that they purport to require YPFH or CLHH to produce documents or information from other parties or non-parties or seek public information that is as available to Plaintiffs as it is to YPFH and CLHH.

5. YPFH and CLHH object to Plaintiffs' First Set of Interrogatories to the extent they seek information or documents that are protected by the attorney-client privilege, the

common interest privilege, the attorney work product privilege, or any other applicable privilege. Any inadvertent disclosure of information or production of documents protected by any privilege shall not be deemed a waiver of the protections that privilege affords.

6. YPFH and CLHH object to the Plaintiffs' First Set of Interrogatories as violating the Court's orders. Under Paragraph 4 of Case Management Order III, "[a]ll liability merits discovery on the parties' claims ... including issues about fraudulent transfers, conspiracy, and alter ego liability, are hereby stayed" with a limited number of exceptions. CMO III does not allow discovery to be served on YPF, S.A., YPF Holdings, Inc. and CLH Holdings, Inc. The Plaintiffs have not provided any exception to CMO III, Paragraph 4, that applies to their interrogatories, and thus Plaintiffs' interrogatories are barred under the plain language of CMO III.

The exception in Paragraph 7 of CMO III does not allow for discovery on the Non-Resident Defendants such as YPFH and CLHH. During the hearing, Plaintiffs' counsel stated that Paragraph 7 "doesn't[] address the discovery to foreign defendants." (11/14/08 Hr'g Tr. at 62) After further discussion, the Court confirmed that discovery on the Non-Resident Defendants had been stayed and that Paragraph 7 did not allow discovery to be served on the Non-Resident Defendants. (*Id.* at 63-64)

In addition, Paragraph 7 of CMO III is limited to discovery "relating to the alleged agreements between and among OCC, Maxus and Tierra (or their predecessors or successors) regarding successor liabilities, contract issues, and/or indemnification." Neither the Assumption Agreement nor Contribution Agreement (the issues on which Plaintiffs' discovery focuses) fall within the terms of Paragraph 7. Also, the transactions between Occidental, Maxus and Tierra took place a decade before YPF acquired Maxus and Tierra, further establishing that any

discovery on YPFH or CLHH concerning these issues is inappropriate. To the extent the interrogatories are not within the permissible subject matter of Paragraph 7, they are objectionable.

YPFH and CLHH expressly assert the foregoing objections to each and every interrogatory set forth below and specifically incorporate the General Objections enumerated above into each and every objection below as though fully set forth therein. YPFH and CLHH further reserve their right to assert any new objections if Plaintiffs' First Set of Interrogatories is again served on YPFH and CLHH at a later date.

INTERROGATORY NO. 1:

Please identify each person who assisted each of you in the preparation of the responses to these Interrogatories and for each such person, identify the interrogatory response with which that person assisted.

RESPONSE TO INTERROGATORY NO. 1:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further state that no non-attorney assisted in the preparation of the objections to these interrogatories.

INTERROGATORY NO. 2:

Please set out each of your corporate histories (for the purpose of this interrogatory only, each of you is the "Corporation"), including the following:

a) the date of incorporation of the Corporation or any predecessor;

b) the business form under which the Corporation or any predecessor was formed or has been in existence, to date;

c) the state, country, or location of incorporation of the Corporation or any predecessor;

d) the location of the principal place of business or corporate headquarters of the Corporation or any predecessor;

e) all names by which the Corporation was formerly known;

f) the names of all affiliates of the Corporation at all times the Corporation or a predecessor company has been in existence and their relationship to the Corporation;

g) the parent corporations of the Corporation and its predecessors, including corporate ownership of parent ascending up the ownership chain to the ultimate parent;

h) the subsidiaries of the Corporation, and whether or not wholly owned. If a subsidiary was or is not wholly owned by Corporation, please provide the percent ownership;

i) names of individuals serving as president or CEO of the Corporation, dates of service in that position and contact address and telephone number.

RESPONSE TO INTERROGATORY NO. 2:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object to this interrogatory as not relevant and not reasonably calculated to lead to the discovery of admissible evidence. YPFH and CLHH also object to providing contact information for the current president, CEO, or any other agent of YPFH or CLHH or any other defendants, or for any past officer, director, or agent of YPFH or CLHH who is represented by counsel. Such persons must be contacted through counsel.

INTERROGATORY NO. 3:

Do you contend that any of you have made cash contributions to the equity capital of Tierra Solutions, Inc. sufficient to fully satisfy each of your contractual obligations pursuant to the Contribution Agreement? If you answer is anything other than an unqualified "No," explain in detail, including, but not limited to, identifying all such contributions.

RESPONSE TO INTERROGATORY NO. 3:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request.

INTERROGATORY NO. 4:

What amount of cash has each of you contributed to or for Tierra's benefit pursuant to the Contribution Agreement for costs or expenses related to the Diamond Facility or the Lister Site?

RESPONSE TO INTERROGATORY NO. 4:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request. YPFH and CLHH also object to this request as vague and ambiguous, including that the term "benefit" is undefined and subject to multiple meanings.

INTERROGATORY NO. 5:

What was the basis for the $108,400,000 figure contained in the Contribution Agreement and what portion of that figure was attributed to liabilities associated with the Diamond Facility or the Lister Site?

RESPONSE TO INTERROGATORY NO. 5:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object to this interrogatory as not relevant and not reasonably calculated to lead to the discovery of admissible evidence. YPFH and CLHH also object to this interrogatory as unduly burdensome as it seeks information relating to an event that occurred over 12 years ago.

INTERROGATORY NO. 6:

Please describe the process by which Tierra and Maxus each obtain funding for costs, expenses or damages related to the indemnification of Occidental Chemical related to the Diamond Facility or the Lister Site pursuant to the Contribution Agreement or otherwise.

RESPONSE TO INTERROGATORY NO. 6:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object to this interrogatory on the grounds that the State has asserted no claim based on any alleged indemnity between the Defendants, and has no interest in any such alleged indemnity.

INTERROGATORY NO. 7:

Please identify, including, but not limited to the name, title, business, address, telephone number and time period for which each position, each and every of each of your employees, officers, directors, or agents whose job responsibilities include or have in the past included or were related to supervising, planning or conducting activities related to the Assumption

Agreement or Contribution Agreement as those agreements pertain to the Diamond Facility, Lister Site, or the Passaic River.

RESPONSE TO INTERROGATORY NO. 7:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object to this interrogatory as not relevant and not reasonably calculated to lead to the discovery of admissible evidence. YPFH and CLHH further object to providing contact information for the current president, CEO, or any other agent of YPFH or CLHH or any other defendants, or for any past officer, director, or agent of YPFH or CLHH who is represented by counsel. Such persons must be contacted through counsel.

INTERROGATORY NO. 8:

Describe each of your relationships with each other and the other Defendants, including percent ownership and the identity of any intermediate companies in the chain of ownership.

RESPONSE TO INTERROGATORY NO. 8:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object to this interrogatory as not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 9:

Do any of you contend that there is a maximum amount of money you are contractually obligated or otherwise obligated to pay for the indemnification of Occidental Chemical for liabilities related to the Diamond Facility? If your answer is anything other than an unqualified "No," explain in detail, including, but not limited to, the factual or contractual basis for your answer.

RESPONSE TO INTERROGATORY NO. 9:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object to this interrogatory on the grounds that the State has asserted no claim based on any alleged indemnity between the Defendants, and has no interest in any such alleged indemnity.

INTERROGATORY NO. 10:

If any of you contend that there is a maximum amount of money you are contractually or otherwise obligated to pay for the indemnification of Occidental Chemical for liabilities related to the Diamond Facility, and the Plaintiffs obtain a money judgment from Occidental Chemical in this lawsuit in excess of such maximum amount, who do you contend has the contractual or other obligation to pay the remaining damages?

RESPONSE TO INTERROGATORY NO. 10:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object to this interrogatory on the grounds that the State has asserted no claim based on any alleged indemnity between the Defendants, and has no interest in any such alleged indemnity.

INTERROGATORY NO. 11:

Explain each and every of each of your business purposes, rationales, or justifications for the Assumption Agreement, including, but not limited to, each of your signing the Assumption Agreement. In answering this Interrogatory, please refer to paragraph 38 of the Answer and Defenses of YPF, S.A.

RESPONSE TO INTERROGATORY NO. 11:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object to this interrogatory as not relevant and not reasonably calculated to lead to the discovery of admissible evidence. YPFH and CLHH also object to this interrogatory as unduly burdensome as it seeks information relating to an event that occurred over 12 years ago.

INTERROGATORY NO. 12:

What consideration did Tierra receive for executing the Assumption Agreement?

RESPONSE TO INTERROGATORY NO. 12:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request.

INTERROGATORY NO. 13:

What consideration did each of you receive for entering the Contribution Agreement?

RESPONSE TO INTERROGATORY NO. 13:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request.

INTERROGATORY NO. 14:

Please identify each and every site for which any of you has paid or transferred money to or for the benefit of Tierra pursuant to the Contribution Agreement and the amounts of such payments or transfers on an annual basis.

RESPONSE TO INTERROGATORY NO. 14:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request. YPFH and CLHH also object to this request as vague and ambiguous, including that the phrase "for the benefit of" is undefined and subject to multiple meanings. YPFH and CLHH further object that, as phrased, the interrogatory is overbroad.

INTERROGATORY NO. 15:

Please identify each and every site for which any of you has paid or transferred money to or for the benefit of Maxus for the indemnification of Environmental Liabilities and the amounts of such payments or transfers on an annual basis.

RESPONSE TO INTERROGATORY NO. 15:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object that, as phrased, the interrogatory is overbroad. YPFH and CLHH also object to this request as vague and ambiguous, including that the phrase "for the benefit of" is undefined and subject to multiple meanings. YPFH and CLHH further object because the State has asserted no claim based on any alleged indemnity between the Defendants, and has no interest in any such alleged indemnity.

INTERROGATORY NO. 16:

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

RESPONSE TO INTERROGATORY NO. 16:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object to this interrogatory as not relevant and not reasonably calculated to lead to the discovery of admissible evidence. YPFH and CLHH also object to this interrogatory as unduly burdensome as its seeks information relating to an event that occurred over 12 years ago.

INTERROGATORY NO. 17:

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

RESPONSE TO INTERROGATORY NO. 17:

YPFH and CLHH incorporate their General Objections above as their specific objection to this request and further object to this interrogatory as not relevant and not reasonably calculated to lead to the discovery of admissible evidence. YPFH and CLHH also object to this interrogatory as unduly burdensome as its seeks information relating to an event that occurred over 12 years ago.

Ileana M. Blanco, Esq.
Christina E. Ponig, Esq.
DLA PIPER LLP (US)
600 Travis Avenue, Suite 1700
Houston, Texas 77002
Telephone: (713) 425-8400
Facsimile: (713) 425-8401

Mark H. Sobel, Esq.
Marc J. Gross, Esq.

GREENBAUM, ROWE, SMITH & DAVIS LLP
75 Livingston Avenue
Suite 301
Roseland, NJ 07068

Mark H. Sobel, Esq.
Attorneys for Defendants,
YPF Holdings, Inc. and CLH Holdings, Inc.

DATED: March 17, 2009

CERTIFICATE OF SERVICE

This is to certify that on March 17, 2009, a true and correct copy of Objections of Defendants YPF Holdings, Inc. and CLH Holdings, Inc. to Plaintiff's 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
P.0. Box 093
Trenton, NJ 08625-0093
Attorneys for Plaintiffs
Via electronic mail

Michael Gordon, Esq.
Special Counsel to the Attorney General
Gordon & Gordon
80 Main Street
West Orange, NJ 07052
Attorneys for Plaintiffs
Via electronic mail

William J. Jackson, Esq.
Special Counsel to the Attorney General
Jackson, Fischer, Gilmour & Dobbs, PC
3900 Essex, Suite 325
Houston, TX 77027
Attorneys for Plaintiffs
Via electronic mail

Robert T. Lehman, Esq.
Phil Cha, Esq.
Archer & Greiner
One Centennial Square
P.O. Box 3000
Haddonfield, NJ 08033-0968
Attorneys for Defendant Occidental Chemical Corp.
Via electronic mail

Oliver S. Howard, Esq.
David L. Bryant, Esq.
Amelia Fogleman, Esq.
Gable & Gotwals
1100 ONEOK Plaza
100 West Fifth Street
Tulsa, OK 74103-4217
Attorneys for Defendant Occidental Chemical Corp.
Via electronic mail

William L. Warren, Esq.
Drinker, Biddle & Reath, LLP
105 College Road East
Suite 300
P.O. Box 627
Princeton, NJ 08543-0627
Attorney for Defendants, Maxus Energy Corp. and Tierra Solutions, Inc.
Via electronic mail

Thomas E. Starnes, Esq.
Drinker, Biddle & Reath, LLP
1500 K Street, N.W.
Washington, D.C. 20005
Attorneys for Defendants,

Richard C. Godfrey, P.C.
Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, Illinois 60601-6636
Attorneys for Defendant YPF, S.A.

Maxus Energy Corp. and Tierra Solutions, Inc.
Via electronic mail
Charles M. Crout, Esq.
Andrews Kurth LLP
1250 I Street NW, Suite 1000
Washington, D.C. 20005
Attorneys for Defendants, Maxus Energy Corp. and Tierra Solutions, Inc.
Via electronic mail

Domenick Carmagnola
Carmagnola & Ritardi, LLC
60 Washington St.
Morristown, New Jersey 07960
Via electronic mail

Via electronic mail

Blake T. Hannafan
Hannafan & Hannafan, Ltd.
One East Wacker Dr.
Suite 2800
Chicago, IL 60601
Via electronic mail

Mark H. Sobel, Esq.
Attorneys for Defendants YPF Holdings, Inc. and CLH Holdings, Inc.,

DATED: March 17, 2009