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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,	SUPERIOR COURT OF NEW JERSEY LAW DIVISION - ESSEX COUNTY
Plaintiffs,	DOCKET NO.: L-009868-05
vs.	<u>Civil Action</u>
OCCIDENTAL CHEMICAL CORPORATION, TIERRA SOLUTIONS, INC., MAXUS ENERGY CORPORATION, REPSOL YPF, S.A., YPF, S.A., YPF HOLDINGS, INC. and CLH HOLDINGS,	DEFENDANT OCCIDENTAL CHEMICAL CORPORATION'S ANSWERS AND OBJECTIONS TO PLAINTIFFS' FIRST SET OF INTERROGATORIES ON DAMAGES
Defendants.	

To: Michael Gordon, Esq., Kelly-Ann Pokrywa, Esq., Special Counsel to the Attorney General, Gordon & Gordon, 505 Morris Ave., Springfield, New Jersey 70801, Attorneys for Plaintiffs, 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.

Defendant Occidental Chemical Corporation ("Occidental") answers and objects to Plaintiffs' First Set of Interrogatories on Damages pursuant to the New Jersey Rules of Court, as follows.

Dated: March 25, 2009

By:


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CERTIFICATE OF SERVICE

The undersigned hereby certifies that an original and true and correct copies of Defendant Occidental Chemical Corporation's Answers and Objections to Plaintiffs' First Set of Interrogatories on Damages was served via electronic mail and first class regular mail to the following counsel of record on March 25, 2009:

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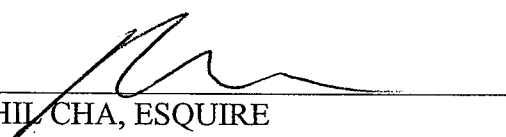
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PHIL CHA, ESQUIRE

**OCcidental'S PRELIMINARY STATEMENT
AND GENERAL OBJECTIONS**

All of Occidental's responses to the discovery request being answered are subject to the following, in addition to any and all objections stated in Occidental's answer or response to any particular request below:

A. Solely for ease of reference, Occidental is attaching the definitions and instructions set forth in the discovery request being answered. Occidental objects to such definitions and instructions to the extent: (1) they are inconsistent with any applicable statutes, regulations, laws, legal precedents, or the terms of any applicable agreements or other legal documents; (2) they are overly broad or inclusive, e.g., defining "Occidental Chemical Corporation" as including "its agents, employees, successors and predecessors"; or (3) they seek to impose on Occidental obligations that exceed the requirements of the New Jersey Rules of Court.

B. Occidental objects to any and all requests to the extent they seek or may be interpreted to seek disclosure of information not within the scope of R. 4:10-2(a).

C. Occidental objects to any requests to the extent they exceed the maximum number of requests allowed by applicable rules, laws, orders or agreements of the parties.

D. Occidental objects to any and all requests to the extent they seek or may be interpreted to seek disclosure of any information which (1) is subject to the attorney-client privilege; (2) is covered by the "work product" doctrine; (3) is subject to the self-critical analysis privilege; (4) is subject to the required reports privilege; (5) is subject to a joint defense or common interest privilege; (6) was generated in anticipation of litigation or for trial by or for Occidental or any representatives of Occidental including attorneys, consultants or agents; (7) relates to the identity or opinions of consultants or experts who have been retained or specially employed in anticipation of litigation and who are not expected to be called as witnesses at trial; (8) is protected as a trade secret; (9) is subject to a protective order or confidentiality order or agreement which was entered or made in another matter, to the extent the same prevents disclosure in this matter; and/or (10) is otherwise privileged, protected from disclosure, or beyond the scope of discovery under applicable rules and laws. Occidental does not intend to disclose or produce any such information in response to the request being answered, and the following responses should be read accordingly. Any disclosure of information which is privileged or otherwise protected from disclosure is inadvertent, and all rights to demand return and/or destruction of any such information are reserved.

E. Occidental is continuing its discovery and investigation in this matter, and its responses to the requests being answered necessarily cannot currently present all information Occidental may ultimately utilize or rely upon in this matter. Occidental reserves all rights to supplement or amend its answers in accordance with applicable rules, laws, orders or agreements of the parties.

OCCIDENTAL'S ANSWERS AND OBJECTIONS

Interrogatory No. 1: Please identify each person who assisted in the preparation of the responses to these Interrogatories and for each such person, identify the interrogatory response with which that person assisted.

Answer to Interrogatory No. 1: Occidental's answers to these interrogatories were prepared by its counsel.

Interrogatory No. 2: Please provide the following information, by year, for each year from 1940 up to and including 1969:

1. the amount of Agent Orange or other related products which contain TCDD produced by any Defendant at the Lister Plant;
2. the costs of producing the product;
3. the income derived from the sale of the product; and
4. the profit realized by any Defendants from the sale of Agent Orange or other related products which contain TCDD.

Answer to Interrogatory No. 2: Occidental objects to this question because it exceeds the scope of discovery currently permitted under the Court's Case Management Order III, dated November 14, 2008. Occidental reserves all rights to assert any and all other objections to this question if and when the scope of permissible discovery may be broadened to include such matters.

Interrogatory No. 3: Please identify all "cleanup and removal" costs and other expenses you have spent in the investigation and remediation of the Passaic River and the Newark Bay Complex, detailing each activity or action undertaken by or on behalf of OCC, the amount of money spent on such activity or action, and whether such activity or action was taken pursuant to an order or agreement with a governmental agency (identifying such agency and agreement or order). Please provide specific payment information including date, invoice number, check number and associated project number.

Answer to Interrogatory No. 3: Occidental objects to this question because it exceeds the scope of discovery currently permitted under the Court's Case Management Order III, dated November 14, 2008. Occidental reserves all rights to assert any and all other objections to this question if and when the scope of permissible discovery may be broadened to include such matters.

Interrogatory No. 4: Please identify all cleanup and removal activities, including investigations, assessments, mitigation and remediation activities conducted by or on behalf of

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Maxus, Tierra or OCC relating to the Passaic River, Newark Bay Complex. Please include whether such activity or action was taken pursuant to an order or agreement with a governmental agency (identifying such agency and agreement or order).

Answer to Interrogatory No. 4: Occidental objects to this question because it exceeds the scope of discovery currently permitted under the Court's Case Management Order III, dated November 14, 2008. Occidental reserves all rights to assert any and all other objections to this question if and when the scope of permissible discovery may be broadened to include such matters.

Interrogatory No. 5: Please identify all cleanup and removal costs you believe any Defendant is legally required to reimburse the State of New Jersey for actions taken to address the contamination of the Newark Bay Complex.

Answer to Interrogatory No. 5: Occidental objects to this question because it exceeds the scope of discovery currently permitted under the Court's Case Management Order III, dated November 14, 2008. Occidental reserves all rights to assert any and all other objections to this question if and when the scope of permissible discovery may be broadened to include such matters.

Interrogatory No. 6: Please identify all OPRA requests submitted by each Defendant regarding expenses, costs, or reimbursement of such expenses and/or costs associated with the Diamond Facility or contamination of the Newark Bay Complex.

Answer to Interrogatory No. 6: Occidental objects to this question because it exceeds the scope of discovery currently permitted under the Court's Case Management Order III, dated November 14, 2008. Occidental reserves all rights to assert any and all other objections to this question if and when the scope of permissible discovery may be broadened to include such matters.

Interrogatory No. 7: Please identify all real property at or in the vicinity of the Lister Plant that was cleaned, vacuumed, swept, decontaminated or otherwise remediated during 1983-1985.

Answer to Interrogatory No. 7: Occidental objects to this question because it exceeds the scope of discovery currently permitted under the Court's Case Management Order III, dated November 14, 2008. Occidental reserves all rights to assert any and all other objections to this question if and when the scope of permissible discovery may be broadened to include such matters.

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Interrogatory No. 8: Please identify all cleanup and removal costs or other direct and indirect costs you believe you have reimbursed the State for contamination of the Newark Bay Complex or the Diamond Facility.

Answer to Interrogatory No. 8: Occidental objects to this question because it exceeds the scope of discovery currently permitted under the Court's Case Management Order III, dated November 14, 2008. Occidental reserves all rights to assert any and all other objections to this question if and when the scope of permissible discovery may be broadened to include such matters.

Interrogatory No. 9: Please identify all sources (other than the Diamond Facility) of dioxin, DDT and PCBs to the Passaic River and Newark Bay Complex. Please include the location of each source, the company or person responsible for the source and the circumstances surrounding the discharge of hazardous substances from the source.

Answer to Interrogatory No. 9: Occidental objects to this question because it exceeds the scope of discovery currently permitted under the Court's Case Management Order III, dated November 14, 2008. Occidental reserves all rights to assert any and all other objections to this question if and when the scope of permissible discovery may be broadened to include such matters.

Interrogatory No. 10: If you believe you or any other Defendant has been released from liability for any matters covered in Plaintiffs' Second Amended Petition, please identify each settlement agreement, memorandum of agreement or understanding, administrative order on consent, consent order or decree or other Document or agreement which You contend releases any Defendant from liability for the Newark Bay Complex or limits the amount of cleanup and removal costs that can be recovered from any Defendant.

Answer to Interrogatory No. 10: Occidental objects to this question because it exceeds the scope of discovery currently permitted under the Court's Case Management Order III, dated November 14, 2008. Occidental reserves all rights to assert any and all other objections to this question if and when the scope of permissible discovery may be broadened to include such matters.

Interrogatory No. 11: Please identify, with particularity (including identifying the date of the discharge, the substances discharged, and the location from which the discharge occurred), all discharges from the Diamond Facility, into the Newark Bay Complex.


Answer to Interrogatory No. 11: Occidental objects to this question because it exceeds the scope of discovery currently permitted under the Court's Case Management Order III, dated November 14, 2008. Occidental reserves all rights to assert any and all other

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Answers and Objections To Plaintiffs' First Set of Interrogatories
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objections to this question if and when the scope of permissible discovery may be broadened to include such matters.

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**Attorneys for Defendant,
Occidental Chemical Corporation**

ATTACHMENT TO
Defendant Occidental Chemical Corporation's
Answers and Objections To Plaintiffs' First Set of Interrogatories
On Damages
March 25, 2009

PLAINTIFFS' DEFINITIONS AND INSTRUCTIONS

INSTRUCTIONS FOR INTERROGATORIES

A. Whenever an interrogatory is framed in the conjunctive, it also shall be taken in the disjunctive, and vice versa.

B. Whenever an interrogatory is framed in the singular, it also shall be taken in the plural, and vice versa.

C. The use of any tense of any verb shall be considered also to include within its meaning all other tenses of the verb so used.

D. For any documents that are stored or maintained in files in the normal course of business, such documents shall be produced in such files, or in such a manner to preserve and identify the file from which such documents were taken.

E. If a claim of privilege is made with respect to all or any portion of a document that is identified or produced as responsive to these interrogatories, the following information shall be provided:

1. The place, date (or approximate date), and manner of recording or otherwise preparing the Document;
2. The name and title of sender, and the name and title of recipient of the document;
3. A summary of the contents of the document or any redacted portion thereof;
4. The identity of each Person or Persons (other than stenographic or clerical assistants) participating in the preparation of the document; and
5. A statement of the basis on which privilege is claimed.

F. In answering the interrogatories below, You shall furnish not only such information as is available to the particular individual(s) answering the interrogatories, but also such information as is known to each officer, employee, representative, or agent, including their attorneys, investigators and experts. Moreover, You shall furnish such information as is available to any party, government agency, or individual for whose benefit or on whose behalf You are asserting claims and such individuals, government agencies, or individuals shall be considered "You" as that term is used herein.

G. In the event that any information is sought to be withheld under a claim of privilege, provide the information requested in Paragraph (E) above for all documents related to or reflecting the information for which a claim of privilege is asserted.

H. Whenever in response to these interrogatories reference is made to a conversation or oral statement, give the date and place thereof, the identity of the Persons involved in the conversation or oral statement, the identity of any Persons present and the substance of the conversation or oral statement.

I. If there is insufficient space to answer an interrogatory, the remainder of the answer should be put on a supplemental sheet.

J. Whenever an interrogatory requests a response for which there is more than one answer, each answer to the interrogatory shall be set forth in detail.

K. These interrogatories shall be deemed to be continuing and any documents or information secured subsequent to the filing of the answers thereto, which would have been included in the answers to these interrogatories had it been known or available, shall be supplied by supplemental answers in accordance with the Rules of this Court.

DEFINITIONS

PARTIES AND ENTITIES

“Administrator” means the Administrator of the New Jersey Spill Compensation Fund, Plaintiff herein.

“CLH Holdings” means CLH Holdings, Defendant herein, and each predecessor, successor, parent, subsidiary, division or affiliate of CLH Holdings, regardless of how acquired; each past and present joint venturer, general partner, limited partner, director, officer, shareholder, agent, servant, employee, representative or attorney of CLH Holdings; and any other person acting on CLH Holding’s behalf or otherwise subject to CLH Holding’s direct or indirect control or influence.

“Commissioner” means the Commissioner of the New Jersey Department of Environmental Protection, Plaintiff herein.

“Defendants” means all defendants in this action, individually and/or collectively.

“Maxus” means Maxus Energy Corporation, Defendant herein, and each predecessor, successor, parent, subsidiary, division or affiliate of Maxus, regardless of how acquired; each past and present joint venturer, general partner, limited partner, director, officer, shareholder, agent, servant, employee, representative or attorney of Maxus; and any other person acting on Maxus’s behalf or otherwise subject to Maxus’s direct or indirect control or influence.

“New Jersey” means the State of New Jersey, including but not limited to its residents, citizens, denizens, political subdivisions and departments, and its natural resources and environment.

“NJDEP” means the New Jersey Department of Environmental Protection, Plaintiff herein, its agents, employees, counsel, and anyone acting on its behalf.

“NJDOJ” means the New Jersey Department of Law and Public Safety, its agents, employees, counsel, and anyone acting on its behalf.

“NJDOT” means the New Jersey Department of Transportation, its agents, employees, counsel, and anyone acting on its behalf.

“OCC” means Occidental Chemical Corporation, Defendant herein, and each predecessor, successor, parent, subsidiary, division or affiliate of OCC, regardless of how acquired; each past and present joint venturer, general partner, limited partner, director, officer, shareholder, agent, servant, employee, representative or attorney of OCC; and any other person acting on OCC’s behalf or otherwise subject to OCC’s direct or indirect control or influence.

“Plaintiffs” means all plaintiffs in this action, individually and/or collectively. “PVSC” means the entity Passaic Valley Sewage Commissioners.

“Repsol Group” means Maxus, Tierra, CLH Holdings, YPF Holdings, YPF, Repsol, and/or YPF International Ltd., singularly or in any combination, whether in an individual, collective, or representative capacity.

“Repsol” means Repsol YPF, S.A., Defendant herein, and each predecessor, successor, parent, subsidiary, division or affiliate of Repsol, regardless of how acquired; each past and present joint venturer, general partner, limited partner, director, officer, shareholder, agent, servant, employee, representative or attorney of Repsol; and any other person acting on the Repsol’s behalf or otherwise subject to Repsol’s direct or indirect control or influence.

“Tierra” means Tierra Solutions, Inc., Defendant herein, and each predecessor, successor, parent, subsidiary, division or affiliate of Tierra, regardless of how acquired; each past and present joint venturer, general partner, limited partner, director, officer, shareholder, agent, servant, employee, representative or attorney of Tierra; and any other person acting on Tierra’s behalf or otherwise subject to Tierra’s direct or indirect control or influence.

“YPF Holdings” means YPF Holdings, Inc., Defendant herein, and each predecessor, successor, parent, subsidiary, division or affiliate of YPF Holdings, regardless of how acquired; each past and present joint venturer, general partner, limited partner, director, officer, shareholder, agent, servant, employee, representative or attorney of YPF Holdings; and any other person acting on YPF Holdings’ behalf or otherwise subject to YPF Holdings’ direct or indirect control or influence.

“YPF International Ltd.” means YPF International Ltd., a Cayman Islands corporation, as referred to in the Contribution Agreement, dated August 14, 1996, by and between the Repsol Group, and each predecessor, successor, parent, subsidiary, division or affiliate of YPF International Ltd., regardless of how acquired; each past and present joint venturer, general partner, limited partner, director, officer, shareholder, agent, servant, employee, representative or attorney of YPF International Ltd.; and any other person acting on YPF International Ltd.’s behalf or otherwise subject to YPF International Ltd.’s direct or indirect control or influence.

“YPF” means YPF, S.A., Defendant herein, and each predecessor, successor, parent, subsidiary, division or affiliate of YPF, regardless of how acquired; each past and present joint venturer, general partner, limited partner, director, officer, shareholder, agent, servant, employee, representative or attorney of YPF; and any other person acting on YPF’s behalf or otherwise subject to YPF’s direct or indirect control or influence.

GENERAL TERMS

“Communication” or “Communications” refers to all written, magnetic, digital, analog, electronic, and oral transfers, discussions or exchanges of information or ideas, comprising or contained in conversations, conferences, meetings, seminars, presentations, correspondence, documents, brochures, pamphlets, records, facsimiles, telecopies, voice mail, electronic mail, digital media, analog media, magnetic media, and/or telex transmissions.

“Concerning” or “Concerns” includes, but is not limited to, the following meanings: relating to, referring to, pertaining to, regarding, constituting, discussing, mentioning, containing, reflecting, evidencing, describing, displaying, showing, and identifying.

“Discharge” or “Discharged” shall have the meaning given to those terms under the Spill Act, N.J.S.A. 58:10-23:11b, and/or the Water Pollution Control Act, N.J.S.A. 58:10A-3e.

“Document” or “Documents” is synonymous in the meaning and equal in scope to the usage of the term under the New Jersey Rules of Court, R. 4:18-1, and includes, but is not limited to, any writings of every kind, source, and authorship, both originals and non-identical copies thereof, as well as all drafts, in your possession, custody, or control. The term shall include any and all handwritten, typewritten, printed, photocopied, or recorded matter, regardless of the media used, including, but not limited to, any and all correspondence, e-mails, transcripts of testimonies, letters, memoranda, notes, reports, papers, files, books, records, contracts, agreements, telegrams, teletypes and other communications sent or received, diaries, calendars, telephone logs, drafts, work papers, agenda, bulletins, notices, announcements, instructions, charts, manuals, brochures, schedules, summaries, notes, minutes and other records and recordings of any conferences, meetings, visits, statements, interviews, or telephone conversations, bills, statements, and other records of obligations and expenditures, cancelled checks, vouchers, receipts, and other records of payments, financial data, analysis, statements, interviews, affidavits, printed matter (including public books, articles, speeches, newspaper clippings), press releases, and photographs, and all drafts and/or non-identical copies thereof.

“Environment” includes but is not limited to the waters of the United States, the waters of any state, the waters of the contiguous zone and the ocean waters, and any other surface water, groundwater, drinking water, water supply, property, premises, land surface, subsurface, subsurface strata, sediment, soil or air or atmosphere, as well as all human, animal, organisms, plants or natural resources located in, under or near thereon.

“Environmental Contamination” includes, but is not limited to the presence, suspected presence or threat of one or more Hazardous Substances in the Environment: (a) which may result in pollution, contamination, degradation, impacts, damage, threat or injury caused by, related to, or arising from, in connection with or concerning Hazardous Substances, (b) that may affect, or pose an actual or potential threat or impact to, human health or the Environment, or (c) which is not allowed by Environmental Laws or which is not in compliance with Environmental Laws.

“Environmental Laws” includes but is not limited to all domestic or foreign, federal, state and local statutes, laws, ordinances, regulations, codes, permits, licenses, authorizations and rules, and other provisions having the force and effect of law, in each case as amended, and including any judicial or administrative orders, determinations, writs, injunctions, judgments and decrees, relating to the Environment or Hazardous Substances, including but not limited to the generation, production, presence, use, distribution, handling, storage, treatment, transportation, testing, processing, discharge, Release, threatened Release, control, investigation or cleanup of any Hazardous Substances, noise control, or the protection of human health, safety, natural resources, ecological impacts or animal health or welfare, or the Environment.

“Environmental Liabilities” includes, but is not limited to, any and all actual or threatened administrative, regulatory, or judicial actions, suits, allegations, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations, liabilities (including strict liabilities such as, but not limited to, liability under the New Jersey Spill Act, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or similar statutes, whether state or federal), accrued or unaccrued losses, liabilities and/or damages, costs (including remedial, investigative and/or monitoring costs), settlements, assessments, fines, penalties, interest, legal or attorney’s fees and costs of court relating in any way to or concerning the Environment, Hazardous Substances, Environmental Laws, Releases, or Environmental Contamination.

“Hazardous Substance” or “Hazardous Substances” shall have the meaning given those terms under the Spill Act, N.J.S.A. 58:10-23:1 lb, and shall include, but is not limited to, (a) any chemical, material, mixture, constituent, waste, water or substance defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “toxic chemicals,” “contaminants,” “pollutants,” “solid wastes,” “industrial wastes,” “industrial solid or hazardous wastes,” “wastes” or words of similar import, under Environmental Laws or considered toxic, explosive, corrosive, reactive, flammable, ignitable, infectious, radioactive, carcinogenic or mutagenic; (b) any pesticide, including, but not limited to, 2,3,7,8-tetrachlorodibenzo-p-dioxin (“TCDD”) and dichloro-diphenyl-trichloroethane (“DDT”) (or ingredients, degradation or daughter products or byproducts or constituents thereof), petroleum or petroleum products, petroleum hydrocarbons, gasoline, diesel fuel, natural gas or natural gas products, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls (“PCBs”), transformers or other equipment that contains dielectric fluid containing levels of PCBs, dioxin, radon gas, or noise; (c) any other chemical, material, waste, water or substance, (or constituent thereof), which is in any way regulated under the Environmental Laws or by any federal, state or local government authority, agency or instrumentality, including mixtures thereof with other materials, and including any regulated building materials such as asbestos and lead; or (d) any other chemical, material, waste, water or substance, or constituent thereof, concerning or that may affect or pose an actual or potential threat or impact to human health or the Environment.

“Identify” or “identity,” when referring to a person or persons, means to state the name, business position or title, address, and telephone number of such person or persons.

“Identify” or “identifying” when referring to a document or documents, means to state the type of document, the date of the document, a brief description of the contents of the document sufficient to enable ready identification of the document, and, if applicable, the production of said document.

“Including” or “includes” means including, but not limited to.

“Newark Bay Complex” shall have the meaning given that term in Plaintiffs’ Second Amended Complaint.

“Or” and “and” mean “and/or.”

“Passaic River” shall have the meaning given that term in Plaintiffs’ Second Amended Complaint.

“Person” and “Persons” include human beings, corporations, proprietorships, partnerships, professional corporations, joint ventures, associations, groups, governmental agencies (federal, state, local, and foreign) and any other entity.

“Spill Act” means the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23:11, et seq.

“WPCA” means the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1, et seq.

“You” or “your” shall mean Occidental Chemical Corporation, including its agents, employees, successors and predecessors.

SPECIFIC TERMS

“Amount of Money” means the measure of your alleged damages, whether expressed as a dollar amount, a percentage of another dollar amount or another quantitative measure.

“Assumption Agreement” means that agreement dated August 14, 1999 between Chemical Land Holdings, Inc. and Maxus Energy Corporation.

“Contribution Agreement” means that agreement dated August 14, 1999 between YPF, S.A., YPF International, YPF Holdings, Inc., Chemical Land Holdings, Inc, CLH Holdings, Inc. and Maxus Energy Corporation.

“Diamond Facility” means any and all real property, and anything thereon or therein including improvements, operating or manufacturing facilities, other facilities, equipment, units, impoundments, ditches, trenches, and disposal sites that have been located at what is currently known as 80 Lister Avenue, and includes any and all real property, improvements, facilities, equipment, units, impoundments, ditches, trenches and disposal sites located south of the Passaic River, east of the former Sergeant Chemical Company and south and west of the Sherwin Williams property.

“Diamond Shamrock” means Diamond Shamrock Corporation (f/k/a Diamond Alkali Company), including its agents, employees and predecessors.

“DSCC” means Diamond Shamrock Chemicals Company, including its agents, employees, and predecessors.

“DSCC v. Aetna” means *Diamond Shamrock Chem. Co. v. Aetna Cas. & Sur. Co.*, No. C-3939-84, New Jersey Superior Court, Chancery Division.

“Due Diligence Materials” includes, but is not limited to, document and information requests, responses to document and information requests, inspections, sampling, testing, investigations, assessments, evaluations, reports, audits, disclosures and recommendations, whether internal or external, and whether intended for publication or intended to be confidential.

“Lister Avenue property” means the real property currently known as or located at 80 Lister Avenue and/or 120 Lister Avenue, in the Ironbound section of Newark, NJ.

“Lister Site” means the real property currently known as or located at 80 Lister Avenue and/or 120 Lister Avenue, in the Ironbound section of Newark, NJ

“Lister Plant” means the chemical manufacturing facilities located on the Lister Avenue property.

“Maxus and Tierra Crossclaim” means the pleading in the instant lawsuit entitled “Defendants Maxus Energy Corporation and Tierra Solutions, Inc.’s Cross-claim.”

“Maxus and Tierra Counterclaim” means the pleading in the instant lawsuit entitled “Counterclaim of Defendants Maxus Energy Corporation and Tierra Solutions, Inc.”

“Maxus v. OCC” means *Maxus Energy Corporation v. Occidental Chemical Corporation*, Cause No. 02-09156-A in the 14th Judicial Court, Dallas, Texas.

“OCC Crossclaim” means the pleading in the instant lawsuit entitled “Defendant Occidental Chemical Corporation’s Answer, Affirmative Defenses and Crossclaim to Plaintiffs’ Second Amended Complaint.”

“Stock Purchase Agreement” means that agreement by and among Diamond Shamrock Corporation, Occidental Petroleum Corporation, Occidental Chemical Holding Corporation and Oxy-Diamond Alkali Corporation dated September 4, 1986.

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