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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,

Plaintiffs,

v.

OCCIDENTAL CHEMICAL  
CORPORATION, TIERRA SOLUTIONS,  
INC., MAXUS ENERGY CORPORATION,  
REPSOL YPF, S.A., YPF, S.A., YPF  
HOLDINGS, INC. and CLH HOLDINGS,  
INC.,

Defendants.

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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY  
DOCKET NO. ESX-L-9868-05 (PASR)  
CIVIL ACTION

**DEFENDANT OCCIDENTAL  
CHEMICAL CORPORATION'S**

**ANSWERS AND OBJECTIONS TO  
PLAINTIFFS' "SECOND SET" OF  
INTERROGATORIES TO  
OCCIDENTAL CHEMICAL  
CORPORATION**


**DATED DECEMBER 8, 2009**

TO: 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"), by and through their attorneys of record in this action.

Defendant Occidental Chemical Corporation ("Occidental") answers and objects to Plaintiffs' "Second Set" of Interrogatories to Occidental Chemical Corporation, served on September 4, 2009 as follows. Occidental notes that in reality, these interrogatories represent the third set of interrogatories Plaintiffs have served on Occidental, two previous sets having been served on Occidental in January 2009.

Dated: December 8, 2009

By:



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## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of Defendant Occidental Chemical Corporation's Answers and Objections to Plaintiff's Second Set of Interrogatories to Occidental Chemical Corporation, was served via email and United States mail to the following counsel of record listed below, and via sFile to other counsel of record on December 8, 2009.

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

All of Occidental's responses to the discovery requests 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 that:

- (1) the definitions or instructions are inconsistent with any applicable statutes, regulations, laws, legal precedents, or the terms of any applicable agreements or other legal documents;
- (2) the definitions or instructions seek to impose on Occidental obligations that exceed the requirements of the New Jersey Rules of Court; and/or
- (3) the definitions are overly broad or inclusive, and presume or assume unproven assertions of fact or law such as which entities were "predecessors" or "successors" of which other entities with respect to the environmental liabilities alleged in this action. For example:
  - (a) "DSCC" is defined to mean: "Diamond Shamrock Chemicals Company, and each of its predecessors, regardless of how acquired. As used herein, 'DSCC' shall specifically include Kolker Chemical Works, Inc., Diamond Alkali Company, Diamond Alkali Organic Chemicals Division, Diamond Shamrock Corporation (DSC-1), Diamond Chemicals Company, and Diamond Shamrock Chemicals Company." For clarity in responding to the requests, **Occidental will refer to "Diamond Shamrock Chemicals Company," by which Occidental means and refers to the entity whose common stock was purchased by Oxy-Diamond Alkali Corporation pursuant to the Stock Purchase Agreement dated September 4, 1986, as that entity (Diamond Shamrock Chemicals Company) existed as of September 4, 1986.**
  - b) "OCC" and "You" are defined to mean: "Occidental Chemical Corporation, Defendant herein, and each of its predecessors, regardless of how acquired, specifically including Oxy-Diamond Alkali Corporation and Occidental Electrochemicals Corporation." **For clarity, the term "Occidental" as used in the following responses, means and refers only to Occidental Chemical Corporation and excludes any other entity including any entity previously merged into Occidental Chemical Corporation.**

In responding to these requests, Occidental does not admit or concede any presumptions or assumptions embedded in the propounding parties' definitions

with respect to any alleged responsibility of Diamond Shamrock Chemicals Company, Occidental Electrochemicals Corporation, Oxy-Diamond Alkali Corporation and/or Occidental Chemicals Corporation for any environmental liabilities arising from ownership or operation of the Lister Site or the Lister Plant prior to September 4, 1986.

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) or not within the scope of what is permitted under any applicable Case Management Order entered in this case), and Occidental reserves all rights to contest any such matters in any other context or proceeding where they may be relevant.

C. 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.

D. 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, and to the extent they are duplicative and overlapping. Occidental has responded herein to at least twenty-five (25) interrogatories, which is the maximum number permitted the propounding parties under ¶3.4 of Case Management Order VII, and Occidental objects to any and all additional interrogatories by these propounding parties.

E. Occidental objects to the propounding parties' requests insofar as they seek a proposition of law and/or the formulation of a legal theory, or seek contentions regarding factual matters as to which essential discovery is incomplete. Occidental's current responses to such requests necessarily cannot present all information Occidental may ultimately discover and utilize or rely upon in this matter. Occidental thus reserves all rights to supplement or amend its responses in accordance with applicable rules, laws, orders or agreements of the parties, if, as and when circumstances may warrant.

### **OCCIDENTAL'S ANSWERS AND OBJECTIONS**

**Interrogatory No. 1:** Do You contend that You or any of the other Defendants has been released from liability for any matters alleged in Plaintiffs' Second Amended Complaint? If Your answer is anything other than an unequivocal "No," 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 of the Defendants from liability for the Passaic River or Newark Bay Complex or limits the amount of cleanup and removal costs or other damages that can be recovered from any of the Defendants in this litigation.

**Answer to Interrogatory No. 1:** Based on Occidental's understanding of the "matters alleged in Plaintiffs' Second Amended Complaint," Occidental is not currently aware of any applicable express "release" as such of Occidental or of any other Defendant, although Occidental believes that its defenses to Plaintiffs' claims have the same effect as a release of liability.

**Interrogatory No. 2:** For each year that products were produced or processed at the Lister Site after 1940 (specifically Including dichlorodiphenyltrichloroethane ("DDT"), 2,4-dichlorophenoxyacetic acid ("2,4-D"), 2,4,5-trichlorophenoxyacetic acid ("2,4,5-T") and Agent Orange), Identify the annual volume of product produced or processed, costs of producing or processing such products, income derived by the sale of such products, and profits realized by each of the Defendants and/or Occidental Chemical Company.

**Answer to Interrogatory No. 2:** Occidental objects to this request as overly broad and unduly burdensome, and impossible for Occidental to answer. Nevertheless, in a spirit of good faith cooperation without waiving any objections, Occidental states as follows. Occidental never owned or operated the Lister Site or the Lister Plant, and it denies any allegation that Occidental Chemical Company "controlled" the Lister Plant operations during a brief period within the Chemicaland production era that began in or about 1971 and ended in or about February 1977. To the best of its current knowledge after reasonable inquiry and search, Occidental does not possess documents which provide the information requested with respect to products produced or processed at the Lister Site, or from which such information could be derived or ascertained. However, to the extent that in searching for documents responsive to discovery requests served upon it in this action Occidental has located any non-privileged documents containing any miscellaneous information about any products produced or processed at the Lister Plant at any time, Occidental is producing them in this action as they were kept in the usual course of business. Limited production information may be found at OCCNJ0022481-22629. Beyond that, Occidental cannot direct Plaintiffs to any particular file(s) because it has not located any file(s) containing such annual production reports or such cost/income/profit reports.

**Interrogatory No. 3:** For the time period 1986 through 2006, Identify each of Your employees, officers, directors, or Agents having a role in the evaluation or estimation of the Environmental Liabilities, and/or environmental reserves, for the Lister Plant, the Lister Site, the Passaic River, any site covered by the Stock Purchase Agreement, and any site listed in Exhibit A of the Assumption Agreement (YPF 543-546).

**Answer to Interrogatory No. 3:** Occidental objects to this request because it is overly broad and unduly burdensome, seeks irrelevant information beyond the scope of R. 4:10-2, and invades the attorney-client privilege and/or the work product doctrine to the extent it seeks information beyond that disclosed in the SEC filings (which Plaintiffs already have) made on behalf of Occidental.

**Interrogatory No. 4:** Identify the estimated Environmental Liabilities or environmental reserves for the Lister Plant, the Lister Site, the Passaic River, any site covered by the Stock Purchase Agreement, and any site listed in Exhibit A of the Assumption Agreement (YPF 543-YPF 546) as of December 31st for each of the years 1986 through 2005.

**Answer to Interrogatory No. 4:** Occidental objects to this request, first, because it fails to specify the entity whose estimated liabilities or reserves are in question. Any request concerning estimated liabilities or reserves of Maxus, Tierra, or other parties apart from Occidental, must be directed to and answered by those parties. Insofar as this request is meant to concern estimates or reserves by Occidental, Occidental objects to the request because it is overly broad and unduly burdensome, seeks irrelevant information beyond the scope of R. 4:10-2, and invades the attorney-client privilege and/or the work product doctrine to the extent it seeks information beyond that disclosed in the SEC filings (which Plaintiffs already have) made on behalf of Occidental.

**Interrogatory No. 5:** Identify all principals, employees, officers, directors, and Agents of Chemicaland who previously had been principals, employees, officers, directors or Agents of DSCC and/or OCC.

**Answer to Interrogatory No. 5:** Occidental has no current knowledge or information that any employees, officers or directors of Occidental Chemical Company or Occidental ever became principals, employees, officers, directors or "Agents" of Chemicaland. Insofar as Plaintiffs seek information about any former "DSCC" personnel who later became principals, employees, officers, directors, or "Agents" of Chemicaland, Plaintiffs can derive or ascertain the answer, as readily and to the same extent as Occidental can, from a review of (1) documents produced by Maxus relating to Chemicaland (MAXUS016712-16777), (2) the following range of documents produced by Occidental (OCCNJ0022481-22629), and/or (3) other isolated documents, generally relating to



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Chemicaland, that may be found in other files which Occidental is producing as they were kept in the usual course of business.

**Interrogatory No. 6:** Identify OCC's relationship (including the relevant time periods), if any, with the Lister Site and/or Lister Plant, including with any entity operating on the Lister Site and/or Lister Plant, during the time period 1969 through 1980.

**Answer to Interrogatory No. 6:** Occidental does not fully understand this request and objects that it is ambiguous. Nevertheless, in a spirit of good faith cooperation without waiving any objections, Occidental states as follows. Upon information and belief, and based substantially on documentation produced by Maxus that Occidental has not fully authenticated or corroborated, it appears that Occidental Chemical Company, then a California corporation (later renamed and merged into Occidental), entered into certain agreements with Chemicaland beginning in or about September 1975, pursuant to which Occidental Chemical Company furnished raw materials to Chemicaland, from which Chemicaland produced at the Lister Plant (then operated by Chemicaland) as-yet-undetermined quantities of 2,4-D for Occidental Chemical Company during a brief period of time beginning about September 1975 and ending no later than February 1977. Also, upon information and belief, it appears that Chemicaland and Occidental Chemical Company entered into an agreement, effective November 22, 1976, relating to operation and management of the Lister Plant and relating to a possible future acquisition of the Lister Plant by Occidental Chemical Company. However, Occidental Chemical Company decided not to acquire the Lister Plant. Occidental Chemical Company subsequently sued Chemicaland for breach of their agreements and recovered a judgment (as described in Occidental's answer to the Maxus/Tierra Crossclaim), but never became the owner of the Lister Site or the Lister Plant.

**Interrogatory No. 7:** Identify OCC's operations (including products produced and relevant time periods), if any, at the Lister Site and/or Lister Plant during the time period 1969 through 1980.

**Answer to Interrogatory No. 7:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6 immediately above.

**Interrogatory No. 8:** Identify OCC's relationship (including the relevant time periods), if any, to Chemicaland during the time period 1969 through 1980.

**Answer to Interrogatory No. 8:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6 above.

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**Interrogatory No. 9:** Identify Persons that have participated in or have personal knowledge of, and any Documents Concerning, the operations at the Lister Plant and/or on the Lister Site during the time period 1969 through 1980.

**Answer to Interrogatory No. 9:** Occidental objects to this request insofar as it asks Occidental to identify documents, because that is redundant of prior document production requests of Plaintiffs to which Occidental is continuing to respond. Occidental identifies the following individuals who *may* have personal knowledge of some aspect of Chemicaland's operations at the Lister Plant and/or on the Lister Site during the brief period of Occidental Chemical Company's business dealings with Chemicaland as described in the answer to Interrogatory No. 6 above, with former titles/positions as known.

Casperson, Phil  
Occidental Chemical Company  
Director of Technical Services

Hull, James D.  
Occidental Chemical Company  
Attorney

Hunt, Jr., W. H.  
Occidental Chemical Company  
Vice-President and General Manager - Eastern Division

Kennedy, Marc J.  
Occidental Chemical Company  
Attorney

McIntyre, Robert L.  
Occidental Chemical Company  
Attorney

Rice, Mel G.  
Occidental Chemical Company Vice President and Controller

Sheppard, Charles F.  
Occidental Chemical Company

Ashton, W. E.  
Hooker Chemicals & Plastics

Carreno, Bennie J.  
Hooker Chemicals & Plastics  
Superintendent Environmental Control

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Cull, Jay A.  
Hooker Chemicals & Plastics  
Technical Manager, Niagara Technical Group

McDonough, Joe  
Hooker Chemicals & Plastics

With respect to identifying anyone else who participated in or has personal knowledge of operations at the Lister Plant and/or on the Lister Site from 1969 through 1980, Plaintiffs can derive or ascertain the answer, as readily and to the same extent as Occidental can, from a review of (1) documents produced by Maxus relating to Chemicaland (MAXUS016712-16777), (2) the following range of documents produced by Occidental (OCCNJ0022481-22629), and/or (3) other isolated documents, generally relating to Chemicaland, that may be found in other files which Occidental is producing as they were kept in the usual course of business.

**Interrogatory No. 10:** Identify any and all products, including DDT, 2,4-D, 2,4,5-T and Agent Orange, manufactured by, contracted for, ordered by, or purchased by OCC or any of its Affiliates from the Lister Plant during the time period 1969 through 1980.

**Answer to Interrogatory No. 10:** Occidental adopts and incorporates its objections and answers to Interrogatory No. 2 and Interrogatory No. 6 above. Based on currently available information, Occidental believes that the chemical supplied to Occidental Chemical Company by Chemicaland was 2,4-D.

**Interrogatory No. 11:** Do You Contend that Diamond Shamrock Agricultural Chemicals, Inc. is the entity which "owned, leased or operated plants at the Lister Site . . ." as alleged in paragraph 6 of the OCC Crossclaim, and if so, Identify the factual basis, including Persons and Documents, for such assertion.

**Answer to Interrogatory No. 11:** To be clear, paragraph 6 of the OCC Crossclaim alleges as follows:

"6. DSCC had previously owned, leased, or operated facilities at numerous plant sites and businesses and had produced numerous former products that were unrelated to DSCC's ongoing chemicals business (the 'Discontinued Operations'). These Discontinued Operations included DSCC's former agricultural chemicals business ('Ag Chem'), which had sold Ag Chem products and had owned, leased, or operated plants at the Lister Site and elsewhere. Upon information and belief, as part of the 1983 corporate reorganization of Old Diamond Shamrock (DSCC), Diamond Shamrock acquired the Ag Chem business and other assets and liabilities of DSCC through a series of assignment and assumption agreements."

Discovery of information regarding the historical organization and operation of Diamond Shamrock Corporation's agricultural chemicals business is ongoing, and Occidental currently lacks all the information necessary to determine whether Diamond Shamrock Agricultural Chemicals, Inc. did or did not own, lease or operate the Lister Site or the Lister Plant at any time. Consequently, Occidental does not contend one way or the other at this time.

**Interrogatory No. 12:** Do you contend that any of the Environmental Liabilities associated with the operations at the Lister Plant or the Lister Site were transferred to or assumed by SDS Biotech in the July 1983 transaction described on page 12 of Diamond Shamrock Corporation's 1983 10-K at page 12, produced as OCCNJ 2513. If Your answer is anything other than an unequivocal "No," identify the Environmental Liabilities You contend were transferred or assumed, the manner by which such Environmental Liabilities were transferred or assumed, and any and all Documents Concerning same.

**Response to Interrogatory No. 12:** Occidental objects to this request because it seeks a proposition of law and/or the formulation of a legal theory, and because it is premature in any event since discovery related to the subject transaction is ongoing and incomplete. Nevertheless, in a spirit of good faith cooperation and without waiving any objections, Occidental states that the agreements pertaining to the subject transaction contain ambiguities that Occidental is unable to resolve based on the information currently available to Occidental, as a result of which Occidental cannot definitively "contend" one way or the other at this time.

**Interrogatory No. 13:** Has Maxus or Tierra ever informed You that the Stock Purchase Agreement did not provide indemnification to You for any costs and damages associated with the contamination of the Passaic River and Newark Bay Complex attributable to the historic operations at the Lister Plant or the Lister Site? If Your answer is anything other than an unequivocal "No," explain in detail including identifying relevant Persons and Documents.

**Answer to Interrogatory No. 13:** Occidental objects to this request because the information sought appears to be irrelevant to any claim Plaintiffs have alleged against Occidental, Maxus or Tierra in this action. Occidental does not believe that Case Management Order VII entitles Plaintiffs to serve upon Occidental, or obligates Occidental to respond to, discovery requests that would be relevant, if at all, only to crossclaims asserted between or among the Defendants. Additionally, Occidental objects because this request is a compound question that uses undefined and ambiguous terms, and would unfairly require OCC to interpret or characterize Maxus/Tierra statements or conduct in order to answer in any event. Occidental will make available to Plaintiffs all documents Occidental produces to Maxus or Tierra in response to any discovery requests relating to the Defendants' crossclaims against each other. Occidental also respectfully refers Plaintiffs to the Maxus/Tierra crossclaims against Occidental in this action, in which Maxus and Tierra have alleged that for a brief time during the Chemicaland era of

production at the Lister Plant, Occidental Chemical Company "effectively controlled" Chemicaland's manufacturing operations at the Lister Plant, and, as Occidental understands their allegations, that Occidental is responsible for any costs or damages that are (i) associated with any contamination of the Passaic River or the Newark Bay Complex, (ii) attributable to Chemicaland's manufacturing operations Occidental Chemical Company allegedly "effectively controlled," and (iii) included in what Plaintiffs seek to recover in this action. To Occidental's understanding, Maxus also alleges that pursuant to Section 9.03(b) of the Stock Purchase Agreement, Occidental is contractually obligated to indemnify Maxus for such costs and damages. Occidental denies such allegations by Maxus and Tierra.

**Interrogatory No. 14:** Has Maxus or Tierra ever informed You that the obligation to indemnify You for costs and damages assessed against You, if any, as a result of the contamination of the Passaic River and/or Newark Bay Complex attributable to the historic operations at the Lister Plant or the Lister Site under the Stock Purchase Agreement is subject to a monetary limit? If your answer is anything other than an unequivocal "No," explain in detail Including Identifying relevant Persons and Documents.

**Answer to Interrogatory No. 14:** Occidental objects to this request because the information sought appears to be irrelevant to any claim Plaintiffs have alleged against Occidental, Maxus or Tierra in this action. Occidental does not believe that Case Management Order VII entitles Plaintiffs to serve upon Occidental, or obligates Occidental to respond to, discovery requests that would be relevant, if at all, only to crossclaims asserted between or among the Defendants. Additionally, Occidental objects because this request is a compound question that uses undefined and ambiguous terms, and would unfairly require OCC to interpret or characterize Maxus/Tierra statements or conduct in order to answer in any event. Occidental will make available to Plaintiffs all documents Occidental produces to Maxus or Tierra in response to any discovery requests relating to the Defendants' crossclaims against each other. See Maxus/Tierra December 2, 2009 Responses to Plaintiffs' Second Set of Requests for Admission, Response to Request for Admission No. 11.

**Interrogatory No. 15:** Other than in this lawsuit, has Maxus or Tierra ever presented You with a claim for indemnification pursuant to Section 9.03(b) of the Stock Purchase Agreement? If Your answer is anything other than an unequivocal "No," explain in detail Including Identifying relevant Persons and Documents.

**Answer to Interrogatory No. 15:** Occidental objects to this request because the information sought appears to be irrelevant to any claim Plaintiffs have alleged against Occidental, Maxus or Tierra in this action. Occidental does not believe that Case Management Order VII entitles Plaintiffs to serve upon Occidental, or obligates Occidental to respond to, discovery requests that would be relevant, if at all, only to crossclaims asserted between or among the Defendants. Without waiving any objection,

however, Occidental states that aside from what Maxus alleges in its crossclaim in this action, no one has ever presented Occidental with a claim for indemnification pursuant to the provisions of Section 9.03(b) of the Stock Purchase Agreement.

**Interrogatory No. 16:** Do you contend that at any time during the course of this lawsuit that You were engaged in a joint defense with Maxus and/or Tierra such that you could assert that communications between You on the one hand and Maxus and/or Tierra on the other hand on the subject matter of this lawsuit were privileged or covered by the work product doctrine? If your answer is anything other than an unequivocal "No," explain in detail, including Identifying such joint defense agreement, the scope of such joint defense and when that joint defense terminated.

**Answer to Interrogatory No. 16:** Occidental objects that this request is ambiguous, not only because it does not define the key term "joint defense" but also because it is compound. Moreover, the information sought is irrelevant unless and until, at a minimum, Occidental asserts a joint defense or common interest privilege as a basis for withholding otherwise relevant information sought by Plaintiffs and Plaintiffs contest that assertion. Occidental also objects that the question invades the joint defense and common interest privilege insofar as it seeks an explanation "Identifying such joint defense agreement." Nevertheless, in a spirit of good faith cooperation without waiving any objections, Occidental states that it does contend that at *all* times during the course of this lawsuit Maxus, Tierra, Occidental and others have had and continue to have what the law regards as a "common interest" in defending against Plaintiffs' environmental liability claims in this action. Plaintiffs' pleadings, Defendants' answers thereto, and the Stock Purchase Agreement, all show that the parties charged with Lister-related environmental liability have such a common interest, and thus a joint defense privilege, with respect to those claims.

**Interrogatory No. 17:** Do you contend that any of the Environmental Liabilities residing with Occidental Chemical Company (then known as Occidental Chemical Agricultural Products, Inc. ("OCAPI")) were not assumed by Occidental Chemical Corporation through the merger of OCAPI into Occidental Chemical Corporation that occurred in or around December 1987? If Your answer is anything other than an unequivocal "No," explain in detail Including Identifying relevant Persons and Documents.

**Answer to Interrogatory No. 17:** Occidental objects to this request because it is overly broad, vague and ambiguous with respect to "Environmental Liabilities," seeks irrelevant information having nothing to do with any claims in this action, appears to presume that "Environmental Liabilities" "resided with" OCAPI when it merged with Occidental, and seeks a proposition of law and/or the formulation of a legal theory. Nevertheless, in a spirit of good faith cooperation without waiving any objections, Occidental refers Plaintiffs to its December 2, 2009 response to Request for Admission No. 4 set forth in Plaintiffs' Second Set of Requests for Admission to Occidental, wherein Occidental admitted that "the entity identified in the document produced by Maxus and Bates labeled

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Maxus016773 is Occidental Chemical Company, a California corporation; that on or about April 22, 1982, the name of Occidental Chemical Company was changed to Occidental Chemical Agricultural Products, Inc. ('OCAPI'); and that on or about December 23, 1987, OCAPI was merged into Occidental."

**Interrogatory No. 18:** For the time period 1986 to the present, please list each employee, officer, director, or Agent of You and each employee, officer, director, or Agent of any member of the Repsol Group in contact with You Concerning supervising, overseeing, coordinating, planning, approving or conducting any activities (including indemnification) Concerning the Lister Plant, the Lister Site, the Passaic River, any site covered by the Stock Purchase Agreement, or listed in Exhibit A of the Assumption Agreement (YPF 543-546).

**Answer to Interrogatory No. 18:** Occidental objects to this request because it is overly broad, vague and ambiguous, and unduly burdensome, particularly as it relates to "indemnification" and "any site covered by the Stock Purchase Agreement, or listed in Exhibit A of the Assumption Agreement (YPF543-546)." Occidental also objects because this request seeks information irrelevant to any claim Plaintiffs have alleged against Occidental, Maxus or Tierra in this action, and Occidental does not believe that Case Management Order VII permits Plaintiffs to serve upon Occidental discovery requests that are irrelevant to Plaintiffs' claims against any Defendant and would be relevant, if at all, only to crossclaims asserted between or among the Defendants. Nevertheless, in a spirit of good faith cooperation without waiving any objections, Occidental identifies the following individuals whom it currently believes were the primary contacts, as between Occidental and Maxus/Tierra, relative to Maxus/Tierra's handling of response actions or other environmental activities on or pertaining to the Lister Site or Lister Plant subsequent to the Stock Purchase Agreement:

**On behalf of Occidental:**

J. Alan Mack  
Former Associate General Counsel  
Occidental Chemical Corp.  
*Last known contact information:*  
1662 Hartford Glen  
Atlanta, Georgia 30319  
770-457-0961

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John R. Wheeler  
Former Associate General Counsel  
Occidental Chemical Corporation  
*Last known contact information:*  
4905 Smith Road  
Plano, Texas 75094-3026  
972-921-0300

Z. Melissa Hunt  
Vice President and General Counsel  
Oxy, Inc.  
5005 LBJ Freeway  
Dallas, Texas 75244-6119  
972-404-4918

On behalf of Maxus/Tierra:

David A. Wadsworth  
Former General Counsel  
Maxus Energy Corporation  
*Last known contact information:*  
Andrews & Kurth, L.L.P.  
10001 Woodloch Forrest Drive, Suite 200  
The Woodlands, Texas 77380  
(713) 220-4801

Paul W. Herring  
Former Senior Counsel  
Maxus Energy Corporation  
*Last known contact information:*  
Andrews & Kurth, L.L.P.  
1717 Main Street, Suite 3700  
Dallas, Texas 75201

Sara Galley  
Counsel  
Maxus Energy Corporation  
*Last known contact information:*  
1330 Lake Robbins Dr., Suite 300  
The Woodlands, Texas 77380  
281-681-7255



**Interrogatory No. 19:** For the time period 1986 to the present, Identify the procedures, including relevant Persons and Documents, for indemnification from Maxus or any of its Affiliates Concerning the Lister Plant, the Lister Site, the Passaic River, any site covered by the Stock Purchase Agreement, and any site listed in Exhibit A of the Assumption Agreement (YPF 543-546).

**Answer to Interrogatory No. 19:** Occidental objects to this request because the information sought appears to be irrelevant to any claim Plaintiffs have alleged against Occidental, Maxus or Tierra in this action, and Occidental does not believe that Case Management Order VII permits Plaintiffs to serve upon Occidental discovery requests that would be relevant, if at all, only to crossclaims asserted between or among the Defendants. Nevertheless, in a spirit of good faith cooperation without waiving any objections, Occidental generally refers Plaintiffs to the procedures described in Section 9.04 of the Stock Purchase Agreement.

**Interrogatory No. 20:** For the time period 1995 to present, Identify each brokerage or bank account (including the name of the financial institution, the geographic location of the account, a description of each account, account number appropriately redacted, and the name and title of each individual involved on each side of the transfer) involved in any type of transfer of funds from any member of the Repsol Group or any of its Affiliates Concerning the Lister Plant, the Lister Site, the Passaic River, any site covered by the Stock Purchase Agreement, and any site listed in Exhibit A of the Assumption Agreement (YPF 543-546).

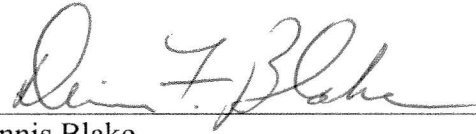
**Answer to Interrogatory No. 20:** Occidental objects to this request, which appears to have been misdirected to Occidental. If Plaintiffs meant to direct this request to Occidental, Occidental objects because, to the extent Occidental can understand the request, it appears to be seeking a list of accounts used by the Repsol Group, information which Occidental would possess only as a result of its discovery in this action and which thus constitutes privileged work product.

**Interrogatory No. 21:** 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.

**Answer to Interrogatory No. 21:** Occidental's attorneys assisted in answering these interrogatories, and the answers are verified by Dennis Blake, Senior Vice President-Business Analysis, Occidental Chemical Corporation.

**CERTIFICATION**

I hereby certify that I am Senior Vice President - Business Analysis, of Occidental Chemical Corporation, and verify the foregoing Answers and Objections to Plaintiffs' "Second Set" of Interrogatories to Occidental Chemical Corporation. I do not have personal knowledge of the information presented in the foregoing Answers and Objections, am informed and believe that no single officer or employee of Occidental Chemical Corporation has personal knowledge of all such information, and am informed and believe that such information has been assembled with the assistance of counsel for Occidental Chemical Corporation. The information presented is true and correct to the best of my knowledge, information and/or belief. I certify that the foregoing statements contained in this paragraph are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.



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Dennis Blake  
Senior Vice President - Business Analysis  
Occidental Chemical Corporation  
On Behalf of Occidental Chemical Corporation

**ATTACHMENT TO**

**DEFENDANT OCCIDENTAL CHEMICAL CORPORATION'S  
ANSWERS AND OBJECTIONS TO  
PLAINTIFFS' SECOND SET OF INTERROGATORIES  
TO OCCIDENTAL CHEMICAL CORPORATION  
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**PLAINTIFFS' DEFINITIONS AND INSTRUCTIONS**

**DEFINITIONS**

The following definitions shall apply to these discovery requests and instructions thereto.

**PARTIES AND ENTITIES**

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

"Agent" or "Agents" means any Person or Persons acting on behalf of another Person or Persons, or otherwise subject to another Person's direct or indirect control or influence, including, but not limited to, accountants, advisors, auditors, consultants, contractors, employees, experts, lawyers, lobbyists, public relations specialists, sub-contractors, tax specialists, and vendors.

"Affiliate" or "Affiliates" means a company's Subsidiaries, its Parents, and its Parent's Subsidiaries.

"CLHH" means CLH Holdings, Inc., Defendant herein, and each of its predecessors, regardless of how acquired.

"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, but does not include Third-Party Defendants.

"DSC-1" shall mean the entity known as Diamond Shamrock Corporation prior to the transactions occurring in or around 1983 whereby Diamond Shamrock Corporation became Diamond Shamrock Chemicals Company.

"DSC-2" shall mean Diamond Shamrock Corporation, the entity created in 1983 to become the parent of DSC-1.

"DSCC" means Diamond Shamrock Chemicals Company, and each of its predecessors, regardless of how acquired. As used herein, "DSCC" shall specifically include Kolker Chemical Works, Inc., Diamond Alkali Company, Diamond Alkali Organic Chemicals Division, Diamond Shamrock Corporation (DSC-1), Diamond Chemicals Company, and Diamond Shamrock Chemicals Company.

"Maxus" means Maxus Energy Corporation, Defendant herein, and each of its predecessors, regardless of how acquired. As used herein, "Maxus" shall specifically include New Diamond Corporation, Diamond Shamrock Corporation (DSC-2) and Maxus Corporate Company.

"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.

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"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 of its predecessors, regardless of how acquired, specifically including Oxy-Diamond Alkali Corporation and Occidental Electrochemicals Corporation.

"Occidental Chemical Company" shall mean the entity identified in OCC's answer to Interrogatory No. 17 of Plaintiffs' First Set of Interrogatories to Occidental Chemical Corporation on Contract, Successor and Indemnification Issues, namely, a California corporation that was known after April 22, 1982 as Occidental Chemical Agricultural Products, Inc., and that merged into Occidental Chemical Corporation on or about December 23, 1987.

"Parent" or "Parents" means any company or entity that directly or indirectly owns or owned a controlling or majority interest in another entity or its operations.

"Plaintiffs" means all plaintiffs in this action, individually and/or collectively, but does not include Third-Party Plaintiffs.

"PVSC" means the entity Passaic Valley Sewerage Commissioners.

"Repsol" means Repsol YPF, S.A., Defendant herein, and each of its predecessors, regardless of how acquired.

"Repsol Group" means Maxus, Tierra, CLHH, YPFH, YPF, Repsol, and/or YPF International, singularly or in any combination, whether in an individual, collective, or representative capacity.

"Subsidiary" or "Subsidiaries" means any company or entity whose controlling or majority interest is or was owned directly or indirectly by another company.

"Third Party Defendant" or "Third Party Defendants" means any Person or Persons identified as a third-party defendant and against whom third-party claims have been asserted in Maxus and Tierra's Third Party Complaint "A" (Against Public Entities), Third Party Complaint "B", Third Party Complaint "C", or Third Party Complaint "D".

"Third Party Plaintiffs" means Maxus and/or Tierra, individually or collectively, in their capacity as third-party plaintiffs as asserted in Maxus and Tierra's Third Party Complaint "A" (Against Public Entities), Third Party Complaint "B", Third Party Complaint "C", or Third Party Complaint "D".

"Tierra" means Tierra Solutions, Inc., Defendant herein, and each of its predecessors, regardless of how acquired. As used herein, "Tierra" shall specifically include Tierra Solutions, Inc. under its former names, Diamond Shamrock Chemical Land Holdings, Inc. and Chemical Land Holdings, Inc.

"YPFH" means YPF Holdings, Inc., Defendant herein, and each of its predecessors, regardless of how acquired.

"YPF International" means YPF International Ltd., and each of its predecessors, regardless of how acquired, and successors, specifically including YPF International, S.A.

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"YPF" means YPF, S.A., Defendant herein, and each of its predecessors, regardless of how acquired.

**GENERAL TERMS**

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*

"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. However, in the event any portion of this definition directly conflicts with a subsequent definition of "communication" or "communications" approved by the Court at a later date as it relates to electronically stored information ("ESI"), the Court's definition shall control.

"Concerning" or "Concerns" includes, but is not limited to, the following meanings: concerning, relating to, referring to, pertaining to, regarding, constituting, discussing, mentioning, containing, reflecting, evidencing, involving, arising out of, describing, displaying, showing, and identifying.

"Discharge" or "Discharged" shall have the meaning given to those terms pursuant to 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 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 or summaries, in whole or in part, 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, file memoranda or other internal documents, and photographs, studies, data or data compilations, maps, drawings, illustrations, diagrams, schematics and all drafts and/or non-identical copies thereof. However, in the event any portion of this definition directly conflicts with a subsequent definition of "Document(s)" and/or "Electronic Document(s)" approved by the Court at a later date as it relates to ESI, the Court's definition shall control.

"Due Diligence" includes, but is not limited to, 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, and any documents created in connection therewith, including document and information requests and responses to document and information requests.

"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, air or atmosphere, as well as all human, animal, organisms, plants or natural resources located in, under or near thereon.

"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, concerning the Environment or Hazardous Substances, including but not limited to the generation, production, presence, use, distribution, handling, storage, treatment,

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transportation, testing, processing, Discharge, Release, threatened Release, control, investigation or cleanup of any Pollutants, 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 Spill 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, Environmental Laws, Pollutants, Discharges, or Releases.

"Hazardous Substance" or "Hazardous Substances" is synonymous in meaning and equal in scope to the usage of the term under the Spill Act, N.J.S.A. 58:10-23.11b.

"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" means the lower 17 miles of the Passaic River, Newark Bay, the lower reaches of the Hackensack River, the Arthur Kill, the Kill Van Kull, and adjacent waters and sediments.

"Or" and "and" mean "and/or."

"Passaic River" means the lower 17 miles of the Passaic River in New Jersey, from approximately the Dundee Dam to Newark Bay.

"Person" and "Persons" include human beings, companies, corporations, proprietorships, partnerships, professional corporations, joint ventures, associations, groups, governmental agencies (federal, state, local, and foreign), the United States, the State of New Jersey, and any other entity.

"Pollutants" includes, but is not limited to, "hazardous substances" as defined in the Spill Act, "pollutants" as defined in the WPCA, "sewage" or other "polluting matter" as defined in N.J.S.A. 58:14-1, et seq., pathogens, virulent material, untreated sewage, estrogenic compounds, pharmaceutical constituents, or other non-native materials.

"Release" includes but is not limited to any actual, threatened or suspected release, spill, emission, leaking, pumping, pouring, injection, deposit, disposal, dumping, discharge, dispersal, leaching, escaping, emanation, transport, movement or migration of any Hazardous Substance in, into or onto the Environment of any kind whatsoever, including the movement of any Hazardous Substance through or in the Environment, exposure of any type in any workplace, or any release as defined under CERCLA or any other Environmental Law.

**SPECIFIC TERMS**

"1983 Reorganization" means the series of transactions by which multiple corporations were established as subsidiaries of DSC-2 to undertake separately the several lines of business conducted by DSC-1 prior to the reorganization, and the various assignment and assumption agreements whereby these newly formed entities were assigned certain assets and assumed certain liabilities, all as described in Maxus's answer to Interrogatory No. 23 of

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Plaintiffs' First Set of Interrogatories to Defendant Maxus Energy Corporation on Successor, Contract and Indemnification Issues.

"1996 Restructuring" means the series of Asset Transfers, entity creations, contractual undertakings (including the Assumption Agreement and the Contribution Agreement), and other actions taken in preparation for and in response to the YPF Board of Directors June 4, 1996 meeting, as evidenced in the documents bates labeled YPF 201-220.

"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.

"Asset" or "Assets" refers to Maxus's assets as of the date of YPF's acquisition of Maxus, or acquired by Maxus thereafter, and includes, but is not limited to, the following companies or assets: Maxus Venezuela (CI) Ltd; Maxus Venezuela, S.A.; Maxus Bolivia, Inc.; Maxus Guarapiche Ltd.; YPF Ecuador, Inc.; Maxus Indonesia, Inc.; Maxus Southeast Sumatra, Inc.; Maxus Southeast Sumatra LLC; YPF Sumatera Tenggara B.V.; Maxus Northwest Java, Inc.; YPF Java Baratlaut B.V.; Greenstone Assurance Ltd.; Crescendo Resources, L.P.; Midgard Energy Company; Midgard Transfer Company; Efimero Company; Global Companies LLC; Andina; and Neptune.

"Asset Transfer," "Asset Transferred," or "Assets Transferred" refers to any Transfers of Value related to one or more Assets and includes all subsequent transfers of such Assets to a third party, a Repsol Affiliate or a YPF Affiliate including, but not limited to the following companies or Assets: Maxus Venezuela (CI) Ltd; Maxus Venezuela, S.A.; Maxus Bolivia, Inc.; Maxus Guarapiche Ltd.; YPF Ecuador, Inc.; Maxus Indonesia, Inc.; Maxus Southeast Sumatra, Inc.; Maxus Southeast Sumatra, LLC; YPF Sumatera Tenggara B.V.; Maxus Northwest Java, Inc.; YPF Java Baratlaut B.V. Greenstone Assurance Ltd.; Crescendo Resources, L.P.; Midgard Energy Company; Midgard Transfer Company; Efimero Company; Global Companies LLC; Andina; and Neptune.

"Assumed Liabilities" means "Assumed Liabilities" as that phrase is used in the Contribution Agreement and further defined in section "2.1 Assumption of Obligations by CLH" in the Assumption Agreement.

"Assumption Agreement" means that particular document entitled "Assumption Agreement," dated August 14, 1996, and entered into between and among Chemical Land Holdings, Inc. (n/k/a Tierra Solutions, Inc.) and Maxus Energy Corporation.

"Contribution Agreement" means that particular document entitled "Contribution Agreement," dated August 14, 1996, and entered into between and among YPF, YPF International, YPFH, CLHH, Chemical Land Holdings, Inc. (n/k/a Tierra Solutions, Inc.), and Maxus.

"Cost Items (Operating, Tax, and Financing)" means oil and gas production and exploration costs (excluding depreciation) per barrel of oil equivalent, shipping costs related to selling country output into major international markets forecasts per barrel, selling, general and administrative expenses, dry hole and impairment costs, interest income/ expenses, provision for income taxes, account receivable day sales outstanding, suppliers and current liabilities day payables outstanding, accrued expenses, inventory schedule by category, detailed capital expenditures schedules, and capitalization assumptions and financing costs (for debt and equity).

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

"Field" or "Fields" means the oil and/or gas properties in which the Asset involved in the sale/transfer transaction has any participation.

"Financial and Accounting Records" means Documents and Communications Concerning the funding, transfer or movements of cash and/or financial instruments, and any type of financial and accounting records including those Documents and Communications Concerning capital contributions, cash contributions, payment of dividends, tax returns, tax audits, tax liabilities and compliance, corporate and financial documentation filed with government agencies, audited financial statements, balance sheets, cash flow reports, general ledgers and

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accompanying notes, internal financial statements, income statements, statements of cash flow, statements of retained earnings, expenses, loans, debt financing or loan agreements (including collateral and security agreements) and any amendments thereto, intercompany debt, accounts receivable or payable (including annual reconciliations and intercompany elimination entries), intercompany cash payments and transfers, purchase and sales contracts or agreements, government contracts, advances, pooled revenues, inter-company transfers, charge backs, write-offs, projections, financial estimates and analyses, budgets, financial and accounting reports, and other accounting Documents.

"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 Site.

"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. U.S." means *Maxus Energy Corp. vs. US.*, No. 3:92-CV-1655-X in the United States District Court for the Northern District of Texas.

"New Jersey Sites" means sites concerning the Assumed Liabilities, as identified on Exhibit A to the Assumption Agreement, located within New Jersey (including those sites identified as the Lone Pine Landfill, Freehold Township, New Jersey, Carlstadt Plant site, Carlstadt, New Jersey, Berry's Creek, East Rutherford, New Jersey, Harrison Plant site, Harrison, New Jersey, Jersey City Plant site, Jersey City, New Jersey, Kearny Hudson County site, Hudson County, New Jersey, New Jersey Turnpike case/sites, New Jersey, Newark (80 Lister Avenue) Plant site, Newark, New Jersey, Chemical Control site, Union County, New Jersey, PJP Landfill site, Jersey City, New Jersey, Ace litigation/various sites in New Jersey) and any other sites with Environmental Contamination or concerning Environmental Liabilities in New Jersey, specifically including the Passaic River and Newark Bay Complex.

"OCC v. Maxus" means *Occidental Chemical Corporation v. Maxus Energy Corporation & Tierra Solutions*, Cause No. 02-09156-A in the 1e 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."

"Oil and Gas Contracts" means contracts, existing and former production contracts, production agreements, production sharing agreements, association agreements, service agreements governing oil and gas investments, oil sales and terms conditions, supplier oil field service agreements, oil and gas sale-purchase agreements, operating agreements, exploration agreements, and lease agreements (including machinery, equipment, facilities, and office space).

"Revenue Items (Production, Sales, and Prices)" means oil and gas production volumes by Field including the type of gas and oil produced, oil and gas sales volumes by type of oil and gas sold or traded including volume break down by domestic and international sales, and export and domestic oil and gas prices by type of oil and gas sold or traded. "Spill Act" means the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq.

"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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"Transfers of Value" means any transfer, conveyance, assignment, exchange, contribution, or assumption of anything of monetary, financial, pecuniary, economic, or book value. "Transfers of Value" include an exchange of cash or its equivalents, capital, credits, or debits on the books, records, or accounts of any entity, the assumption, forgiveness, or payment of liabilities, obligations, or debt of any entity, or any other transaction by which something of economic or book value is transferred or exchanged by a Person.

"Valuation Records" means any Documents and Communications Concerning valuations, including internal appraisals (whether formal or informal), third-party appraisals, cost reports, presentations, fairness opinions, reserve valuations and any restatements, budgets, projections, production sharing agreements, production reports, listing of long-term debts and contingent liabilities, and operating reports.

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

"You" and "Your" means Occidental Chemical Corporation.

**INSTRUCTIONS**

- A. Each interrogatory shall be responded to completely, separately and fully in writing as required by R. 4:17-4.
- B. Any request propounded in the disjunctive shall also be read as if it is propounded in the conjunctive, and vice versa. Any request propounded in the masculine gender shall also be read as if propounded in the feminine and neuter gender, vice versa. Any request propounded in the singular shall also be read as if propounded in the plural, and vice versa. Any request propounded in the present tense shall also be read as if propounded in the past tense, and vice versa.
- C. If, in responding to the interrogatories, You encounter an ambiguity in construing either the request or a definition or instruction pertaining to the interrogatory, set forth the matter deemed ambiguous and the construction that You used in responding.
- D. If you delete or redact anything from a document produced in response to an interrogatory, state the reason for the redaction and the subject matter of the redaction.
- E. If a claim of privilege is made with respect to all or any portion of a document that is identified or produced as responses to these interrogatories, or in the event that any information responsive to an interrogatory is sought to be withheld under a claim of privilege, a privilege log shall be timely provided pursuant to the Agreed Order Regarding Documents Withheld From Production.
- 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.
- G. Whenever in response to these interrogatories reference is made to a conversation or an oral statement, give the date and place thereof, the identity of the Persons involved in the conversation or oral statement, the identify of any Persons present and the substance of the conversation or oral statement.
- H. If there is insufficient space to answer an interrogatory, the remainder of answer should be put on a supplemental sheet.
- I. 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.
- J. Unless otherwise instructed by the Court, ESI that is responsive to any interrogatory set forth herein shall be preserved in accordance with the proposed Preservation Order to be approved by the Court at a later date until

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such time as the Special Master and the Court have approved an EST Discovery Protocol that specifically sets forth the form and manner in which ESI shall be produced and exchanged. Nothing in these instructions shall be construed as relieving a party of its continuing obligation to preserve potentially discoverable information whether it exists in paper form or EST.

K. Any documents produced in response to these interrogatories shall be produced in single page tagged image file format ("TIFF") with a universal load file containing document breaks as required by Case Management Order VII.

L. 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.